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GOVERNMENT NOTICE**DEPARTMENT OF LABOUR**

NO. R.2018 29 DECEMBER 1995

WAGE ACT, 1957**WAGE DETERMINATION 479: ACCOMMODATION ESTABLISHMENT TRADE, CERTAIN AREAS**

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

SCHEDULE**1. AREA AND SCOPE OF DETERMINATION**

- (1) This determination shall in the areas specified in subclause (2), apply to every employer in the Accommodation Establishment Trade as defined in subclause (3), and to all his or her employees in that Trade: Provided it shall not apply to—
 - (a) a manager as defined in subclause (4);
 - (b) a home for the aged as defined in section 1 of the Aged Persons Act, 1967;

- (5) Koperasie of rekeninghouers wat nie werkgeleenthede aan die lede van die koperasie verskaf nie;
- (6) 'n Internasionale organisasie wat nie werkgeleenthede aan die lede van die organisasie verskaf nie;
- (7) 'n Internasionale organisasie wat nie werkgeleenthede aan die lede van die organisasie verskaf nie;
- (8) 'n Internasionale organisasie wat nie werkgeleenthede aan die lede van die organisasie verskaf nie;

GOEWERMENTSKENNISGEWING**DEPARTEMENT VAN ARBEID**

NO. R.2018 29 DESEMBER 1995

LOONWET, 1957**LOONVASSTELLING 479: HUISVESTINGS-INRIGTINGSBEDRYF, SEKERE GEBIEDE**

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

BYLAE**1. GEBIED EN OMVANG VAN VASSTELLING**

- (1) Hierdie vasstelling is van toepassing in die gebiede vermeld in subklousule (2) op elke werkewer in die Huisvestingsinrigtingsbedryf soos in subklousule (3) omskryf, en op al sy of haar werknemers werksaam in genoemde Bedryf: Met dien verstande dat die vasstelling nie van toepassing is nie op—
 - (a) 'n bestuurder soos in subklousule (4) omskryf;
 - (b) 'n ouetehuis soos in artikel 1 van die Wet op Bejaarde Persone, 1967, omskryf;

- (5) Koperasie of rekeninghouers wat nie werkgeleenthede aan die lede van die koperasie verskaf nie;
- (6) 'n Internasionale organisasie wat nie werkgeleenthede aan die lede van die organisasie verskaf nie;
- (7) 'n Internasionale organisasie wat nie werkgeleenthede aan die lede van die organisasie verskaf nie;
- (8) 'n Internasionale organisasie wat nie werkgeleenthede aan die lede van die organisasie verskaf nie;

- (c) persons keeping or conducting an accommodation establishment exclusively for school-going children, students or teachers, or mainly or wholly for pensioners and persons of the age of 60 years or over with a fixed income of not more than R960 per month;
- (d) any activity for which an industrial council is registered or deemed to be registered in terms of the Labour Relations Act, 1956 (Act No. 28 of 1956).
- (2) The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Kuils River, Mitchells Plain, Nigel, Oberholzer, Paarl, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Simonstown, Springs, The Cape, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg, and the municipal areas of Beacon Bay, Bloemfontein, Despatch, East London, Kimberley, Pietermaritzburg, Port Elizabeth, Sasolburg, Uitenhage and Umhlanga.
- (3) "Accommodation Establishment Trade" or "Trade" means the trade carried on by persons who carry on the business of accommodation establishment keeper by supplying lodging and one or more meals per day for reward: Provided that for the purposes of this definition lodging means bedroom accommodation and the services ordinarily associated therewith but does not include any premises where the sale of liquor is carried on and in connection with which a liquor licence is required in terms of the Liquor Act, 1989 (Act No. 27 of 1989).
- (4) Manager means an employee who is charged by his or her employer with the overall supervision over, responsibility for and direction of the activities of an establishment or part of an establishment and the employees engaged therein, but does not include an employee in the same establishment who relieves, or acts for, a manager during the absence of the latter.
- ## 2. DEFINITIONS
- For the purposes of this determination, unless the context otherwise indicates, any expression used therein which is defined in the Wage Act, 1957, has the same meaning as in that Act, and an employee shall be deemed to be in that class in which he or she is wholly or mainly engaged; further, unless inconsistent with the context —
- (1) "assistant housekeeper" means an employee who assists a housekeeper in the performance of his or her duties and who may act for him or her during his or her absence;
- (2) "bedroom attendant" means an employee who is engaged in dusting or tidying bedrooms, living
- (c) persone wat 'n huisvestinginrigting hou of dryf uitsluitlik vir skoolgaande kinders, studente of onderwysers, of hoofsaaklik of uitsluitlik vir pensioentrekkers en persone wat minstens 60 jaar oud is met 'n vaste inkomste van hoogstens R960 per maand;
- (d) enige aktiwiteit waaroor 'n nywerheidsraad geregistreer is of geag geregistreer te wees kragtens die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956).
- (2) Die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Kuilsrivier, Mitchells Plain, Nigel, Oberholzer, Paarl, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg, en die munisipale gebiede van Beaconbaai, Bloemfontein, Despatch, Kimberley, Oos-Londen, Pietermaritzburg, Port Elizabeth, Sasolburg, Uitenhage en Umhlanga.
- (3) "Huisvestingsinrigtingsbedryf" of "Bedryf" beteken die bedryf soos uitgeoefen deur persone wat as houers van huisvestingsinrigtings sake doen deur huisvesting en een of meer etes per dag teen vergoeding te verskaf: Met dien verstande dat vir die doeleindes van hierdie omskrywing die uitdrukking huisvesting slaapkamerakkommodesie en die dienste wat gewoonlik daarmee geassosieer word, beteken, maar nie enige perseel waar alkohol verkoop word en waar 'n dranklisensie 'n vereiste is ingevolge die Drankwet, 1989 (Wet No. 27 van 1989), nie.
- (4) Bestuurder beteken 'n werknemer wat deur sy of haar werkgewer belas is met die algehele toesig, oor verantwoordelikheid vir en bestuur van die werksaamhede van 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting en die werknemers wat daarin werk, maar nie 'n werknemer in dieselfde bedryfsinrigting wat 'n bestuurder aflos of tydens sy of haar afwesigheid namens hom of haar optree nie.
- ## 2. WORDOMSKRYWING
- Tensy die sinsverband anders aandui, het enige uitdrukking wat in hierdie vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in dié Wet, en by die toepassing van hierdie vasstelling word 'n werknemer geag in dié klas te wees waarin hy of sy uitsluitlik of hoofsaaklik werksaam is; en, voorts, tensy onbestaanbaar met die sinsverband, beteken —
- (1) "algemene assistent" 'n werknemer wat een of meer van die volgende pligte uitvoer:
- (a) Klokkies of telefoonoproep beantwoord;
- (b) 'n instandhoudingswerknemer behulpsaam wees;

- 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;
- (3) "bedroom attendant-waiter" means an employee who performs one or more of the duties of a waiter and one or more of the duties of a bedroom attendant or of a general assistant;
- (4) "casual employee" means an employee who is employed by the same employer on not more than three days in any week;
- (5) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier and a reception clerk but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a part of such employee's duties;
- (6) "cook" means an employee, other than a cook's assistant, a bedroom attendant-waiter, a night porter or a waiter, who is engaged in preparing or cooking food for guests;
- (7) "cook's assistant" means an employee, other than a general assistant, who, under the supervision of a head cook or a qualified cook, assists such cook in any of his or her duties or who cooks meat or other foodstuffs intended for consumption by persons other than guests and who may cook breakfast for guests;
- (8) "daily wage" means, except in the case of a casual employee, an employee's monthly wage divided by 26;
- (9) "day" means the period of 24 hours from midnight to midnight: Provided that in the case of a night porter, a security officer, grade A, or a security officer, Grade B, it shall mean a period of 24 hours reckoned from the time such an employee commences work;
- (10) "emergency work" means —
- (a) any work which, owing to fire, storm, accident, epidemic, act of violence, theft, sabotage, industrial unrest, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings or any other such unforeseen circumstances, must be done without delay;
 - (b) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours;
- (11) "experience" means, in relation to a bedroom attendant-waiter, a clerk, a cook or a waiter, the total period or periods of employment which an employee has had in any trade or in the service of a local authority or the State as a bedroom attendant-waiter, a clerk, a cook or a waiter, respectively: Provided that only one half of the total
- (c) groente wat kook, versorg;
- (d) etes, tee of koffie of soortgelyke dranke aandra, uitgesonderd na gaste wat besig is om in die eetkamer van 'n bedryfsinrigting maaltye te nuttig;
- (e) gerei, bagasie of ander goedere dra, verskuif of opstapel;
- (f) baddens, wasbakke, gerei, meubels, vensters, vloere, persele, voertuie, skoeisel of ander goed skoonmaak;
- (g) vis skoonmaak of krap;
- (h) eiers of pap gaarmaak;
- (i) groente of rou voedsel sny, skoonmaak of vir gaarmaak voorberei;
- (j) briewe, boodskappe of pakkies te voet of met 'n trapfiets, driewiel, handkar of soortgelyke vervoermiddel aflewer;
- (k) waterbottels, bekers of ander houers vul of leegmaak;
- (l) tuinwerk;
- (m) linne, klere of ander goed was of stryk;
- (n) laai of aflaai;
- (o) vuurmaak of vure stook, of afval of as verwyder;
- (p) roosterbrood of tee, koffie of soortgelyke dranke maak;
- (q) vrugte skil of opsnij;
- (r) pluimvee pluk of skoonmaak;
- (s) vloere, meubels of ander goed poleer of was;
- (t) 'n handkar of soortgelyke vervoermiddel stoot of trek;
- (u) briewe, boodskappe of pakkies ontvang;
- (v) vuil water verwyder;
- (w) loopwerkies verrig; (12)
- (2) "assistenthuishouer" 'n werknemer wat 'n huishouer in die uitvoering van sy of haar pligte bystaan en in sy of haar afwesigheid vir hom of haar mag optree; (1)
- (3) "betaalde vakansiedag" 'n openbare vakansiedag soos beoog in die Wet op Openbare Vakansiedae, 1994 (Wet No. 36 van 1994); (26)
- (4) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat, in die geval van 'n nagportier, 'n sekuriteitsbeampte, Graad A, of 'n sekuriteitsbeampte, Graad B, dit 'n tydperk van 24 uur beteken, bereken vanaf die tydstip waarop sodanige werknemer begin werk; (9)
- (5) "dagloon", behalwe in die geval van 'n los werknemer, 'n werknemer se maandloon gedeel deur 26; (8)
- (6) "deeltydse werknemer" 'n werknemer wat as sodanig per week of maand vir hoogstens vyf

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;

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

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

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

(14) "head cook" means a qualified cook who is in charge of and supervises the work of the employ-

gewone werkure op 'n dag, uitgesonderd 'n Sondag, in diens is; (27)

(7) "gas" iemand wat, hetsy vas of tydelik, by 'n bedryfsinrichting inwoon, en dit omvat ook 'n tafelloseerde of 'n besoeker, maar nie die werkewer of gesin van sodanige werkewer nie en ook nie 'n werkneamer of gesin van sodanige werkneamer nie; (13)

(8) "gekwalfiseerd" met betrekking tot 'n werkneamer, dat die ondervinding van 'n werkneamer in sy of haar klas hom of haar geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is, en omgekeerd beteken ongekwalfiseerd dat 'n werkneamer se ondervinding in sy of haar klas hom of haar nie op sodanige hoogste loontarief geregtig maak nie; (29)

(9) "gewone werkure" die werkure by klousule 5(1) voorgeskryf of, indien volgens ooreenkoms tussen 'n werkewer en sy of haar werkneamer laasgenoemde karter ure werk, sodanige karter ure; (24)

(10) "hoofkelner" 'n gekwalfiseerde kelner wat in die eetkamer van 'n bedryfsinrichting in beheer is van en toesig hou oor die werk van die slaapkamerbediende-kelners, portiers of kelners; (15)

(11) "hoofkok" 'n gekwalfiseerde kok wat in beheer is van en toesig hou oor die werk van die werknemers in die kombuis van 'n bedryfsinrichting waarin minstens nog een gewalfiseerde kok in diens is; (14)

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

- (a) Toesig hou oor die werk van slaapkamerbediendes of algemene assistente;
- (b) beheer uitoefen oor voorrade, insluitende linnegoed;
- (c) verantwoordelik wees vir die ontvang, bêre, nagaan en uitrek van voorrade, insluitende linnegoed;
- (d) verantwoordelik wees vir of toesig hou oor die heelmaak, was of stryk van linnegoed;
- (e) toesig hou oor die werksaamhede in die kombuis of eetkamer tydens maaltye; (17)

(13) "instandhoudingswerknemer" 'n werkneamer wat geringe herstel- of opknappingswerk aan meubels, installasies, toerusting of geboue uitvoer; (20)

(14) "kelner" 'n werkneamer, uitgesonderd 'n slaapkamerbediende-kelner, wat tafels dek of

- ees in the kitchen of an establishment in which at least one other qualified cook is employed;
- (15) "head waiter" means a qualified waiter who is in charge of and supervises the work of bedroom attendant-waiters, porters or waiters in the dining-room of an establishment;
- (16) "hourly wage" means, except in the case of a casual employee, an employee's weekly wage divided by his or her weekly ordinary hours of work, and in the case of a casual employee it means, subject to clause 3(l)(c)(ii), the wage payable to him or her for the day on which he or she works, divided by the employee's ordinary hours of work for that day;
- (17) "housekeeper" means an employee who carries out one or more of the following duties:
- (a) Supervising the work of bedroom attendants or general assistants;
 - (b) controlling stores, including linen;
 - (c) being responsible for the receiving, storing, checking and issuing of stores, including linen;
 - (d) being responsible for or supervising the repairing, laundering or ironing of linen;
 - (e) supervising the activities in the kitchen or dining-room during meals;
- (18) "law" includes the common law;
- (19) "local authority" means any local government as contemplated by section 174 of the Constitution of the Republic of South Africa, 1993, or in any other Act of Parliament;
- (20) "maintenance employee" means an employee who is engaged in making minor repairs or renovations to furniture, plant, equipment or buildings;
- (21) "military service" means any service or training in terms of the Defence Act, 1957 (Act No. 44 of 1957);
- (22) "new employer" means a business newly established in the Trade during the first 12 months of its existence in the Trade: Provided that if the existing business undergoes a change of name or ownership (including a change of directors, members or partners) while largely retaining the same employees it shall not be regarded as a new employer;
- (23) "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 20:00;
- (24) "ordinary hours of work" means the hours of work prescribed in clause 5(1) or, if by agreement between an employer and his or her employee the afdek, gaste met etes bedien en wat toebroodjies of slaai mag maak; (35)
- (15) "klein wergewer" 'n persoon wat as sodanig slegs in die Bedryf betrokke is en te alle tye hoogstens 15 beddens altesaam vir gebruik beskikbaar het: Met dien verstande dat vir die doeleindest van hierdie omskrywing 'n dubbelbed as twee beddens gereken moet word; (32)
- (16) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat ook 'n kassier en 'n telefoonskakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se werk; (5)
- (17) "kok" 'n werknemer, uitgesonderd 'n koksmaat, 'n nagportier, 'n kelner of 'n slaapkamerbediende-kelner, wat kos vir gaste voorberei of gaarmaak; (6)
- (18) "koksmaat" 'n werknemer, uitgesonderd 'n algemene assistent, wat onder die toesig van 'n hoofkok of 'n gekwalificeerde kok, sodanige kok by enige van sy of haar 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 mag gaarmaak; (7)
- (19) "loon" die bedrag geld wat ingevolge klousule 3(1) aan 'n werknemer betaalbaar is ten opsigte van sy of haar gewone werkure: Met dien verstande dat as 'n werkewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoér bedrag betaal as dié by klousule 3(1) voorgeskryf, dit sodanige hoér bedrag beteken, en maandloon het 'n ooreenstemmende betekenis; (34)
- (20) "los werknemer" 'n werknemer wat hoogstens drie dae per week by dieselfde werkewer in diens is; (4)
- (21) "militêre diens" 'n tydperk van diens of opleiding kragtens die Verdedigingswet, 1957 (Wet No. 44 van 1957); (21)
- (22) "nagportier" 'n werknemer wat daarvoor verantwoordelik is om deure en vensters te sluit, ligte af te skakel, laat aankomelinge na hulle kamers te neem of te sorg dat daar soggens vuur in die kombuis gemaak word, en wat na 20:00 tee, koffie of sortgelyke dranke, of toebroodjies mag maak of gaste daarmee mag bedien; (23)
- (23) "noodwerk"—
- (a) enige werk wat weens brand, diefstal, 'n epidemie, 'n gewelddadigheid, nywerheidsonrus, 'n ongeluk, onklaarraking van installasie of masjinerie, sabotasie, 'n storm of weens die feit dat die geboue onbruikbaar is of dryf om dit te word of enige ander sodanige onvoorsiene omstandighede, sonder versuim gedoen moet word;
 - (b) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie

latter works a lesser number of hours, such shorter hours;

(25) "overtime" means that portion of any period worked by an employee in any week or on any day, which is longer than his or her weekly or daily ordinary hours of work, as the case may be, but does not include any period during which an employee works for his or her employer on a Sunday (in the case of employees referred to in clause 5(1)(a), (b) or (c)), a paid holiday or during a free period (in the case of an employee referred to in clause 5(1)(d));

(26) "paid holiday" means a public holiday as envisaged in the Public Holidays Act, 1994 (Act No. 36 of 1994);

(27) "part-time employee" means an employee who is employed by the week or month for not more than five ordinary hours work on any day, other than a Sunday;

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

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

(30) "security officer, Grade A", means an employee who is engaged in one or more of the following duties:

- (a) Searching goods or vehicles;
- (b) searching persons and if necessary, restraining them;
- (c) controlling, recording or reporting on the movement of persons or vehicles through checkpoints or gates;
- (d) supervising or controlling security officers, Grade B;

and who may be required to perform any or all of the duties of a security officer, Grade B;

(31) "security officer, Grade B", means an employee, other than a security officer, Grade A, who is engaged in one or more of the following duties:

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

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

gedurende gewone werkure verrig kan word nie; (10)

(24) "nuwe werkgewer" 'n nuut opgerigte besigheid in die Bedryf gedurende die eerste 12 maande van sy bestaan in die Bedryf: Met dien verstande dat indien die bestaande besigheid 'n verandering van naam of eienaarskap (insluitende 'n verwisseling van direkteure, lede of vennote) ondergaan terwyl dieselfde werknemers en/of klante grootliks behou word, sodanige besigheid nie geag word 'n nuwe werkgewer te wees nie; (22)

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

(26) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer in enige week of op enige dag werk, wat langer is as sy of haar weeklikse of daaglikske gewone werkure, na gelang van die geval, maar dit omvat nie 'n tydperk waarin 'n werknemer op 'n Sondag (in die geval van werknemers bedoel in klousule 5(1)(a), (b) of (c)) of gedurende 'n vry periode (in die geval van 'n werknemer bedoel in klousule 5(1)(d)) vir sy of haar werkgewer werk nie; (25)

(27) "plaaslike owerheid" 'n plaaslike regering soos bedoel in artikel 174 van die Grondwet van die Republiek van Suid-Afrika, 1993, of in enige ander Wet van die Parlement; (19)

(28) "portier" 'n werknemer wat vliegtuie of treine inwag, gaste na hulle kamers neem en bagasie vervoer, en wat met die voorsit van etes of verversings mag help; (28)

(29) "sekuriteitsbeampte, Graad A", 'n werknemer wat een of meer van die volgende pligte uitvoer:

- (a) Die gang van persone of voertuie deur kontrolepunte of hekke kontroleer of daaroor verslag doen;
- (b) goedere, voertuie of persone deursoek;
- (c) oor sekuriteitsbeamptes, Graad B, toesig hou of hulle beheer;

-noen van wie vereis kan word om enige van of al die pligte van 'n sekuriteitsbeampte, Graad B, uit te voer; (30)

(30) "sekuriteitsbeampte, Graad B", 'n werknemer, uitgesonderd 'n sekuriteitsbeampte, Graad A, wat een of meer van die volgende pligte uitvoer:

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

- (32) "small employer" means an employer who is engaged as such in the Trade only and who at no time has more than 15 beds in the aggregate available for use: Provided that for the purposes of this definition a double bed shall be regarded as two beds;
- (33) "spreadover" means the period in any day reckoned from the time when an employee commences work until he or she ceases work for that day, and for the purposes of this definition day means a period of 24 consecutive hours reckoned from the time of the said commencement of work;
- (34) "wage" means the amount of money payable to an employee in terms of clause 3(1) in respect of his or her ordinary hours of work: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3(1), it means such higher amount; and monthly wage has a corresponding meaning;
- (35) "waiter" means an employee, other than a bedroom attendant-waiter, who sets or clears tables, serves guests with meals and who may make sandwiches or salads;
- (36) "week" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls;
- (37) "weekly wage" means an employee's monthly wage divided by four and one third.

3. REMUNERATION

(1) Minimum wages —

- (a) The minimum wages which an employer shall pay to his or her employees shall be as specified in paragraph (b), (c) or (d): Provided that the wages so specified may be reduced by not more than seven and a half per cent by a new employer or a small employer as defined in clause 2.
- (b) An employer shall pay to each member of the undermentioned classes of his employees, other than part-time employees and casual employees, the minimum wages specified hereunder. (NOTE: The wages specified hereunder may be reduced by not more than seven and a half per cent by a new employer or a small employer as defined in clause 2):

- (b) honde hanteer of beheer in die uitvoering van een of meer van die pligte in (a) bedoel; en wat die vuur in 'n waterverwarmer of 'n ketel kan maak, stook of uithaal en in 'n kombuisstoof vuur mag maak, water mag oopsit om te kook en pap mag maak; (31)
- (31) "slaapkamerbediende" 'n werknemer wat slaapkamers of woonvertrekke of ander dele van 'n bedryfsinrigting afstof of aan die kant maak of beddens opmaak en wat tee of koffie of soortgelyke drank mag maak of bedien, of tydens maaltye in die kombuis mag help; (2)
- (32) "slaapkamerbediende-kelner" 'n werknemer wat een of meer van die pligte van 'n kelner en een of meer van die pligte 'n slaapkamerbediende of 'n algemene assistent uitvoer; (3)
- (33) "uurloon", uitgesonderd in die geval van 'n los werknemer, 'n werknemer se weekloon gedeel deur sy of haar gewone weeklikse werkure, en in die geval van 'n los werknemer, behoudens klousule 3(1)(c)(ii), die loon wat aan hom of haar vir daardie dag betaalbaar is, gedeel deur die getal gewone werkure deur hom of haar op daardie dag gewerk; (16)
- (34) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van sodanige werknemer gewoonlik val; (36)
- (35) "weekloon" die werknemer se maandloon gedeel deur vier en 'n derde; (37)
- (36) "werkspreiding" die tydperk op enige dag bereken vanaf die tydstip waarop 'n werknemer begin werk totdat hy of sy of haar werk vir daardie dag staak, en by die toepassing van hierdie omskrywing beteken dag 'n tydperk van 24 agtereenvolgende ure gereken vanaf die tydstip waarop daar met die werk begin word; (33)
- (37) "wet" ook die gemene reg; (18)
- ### 3. BESOLDIGING
- #### (1) Minimum lone —
- (a) Die minimum lone wat 'n werkewer aan sy of haar werknemers moet betaal, is soos in paragraaf (b), (c) of (d) bepaal: Met dien verstande dat die lone aldus bepaal met hoogstens sewe en 'n half persent verminder mag word deur 'n klein werkewer of 'n nuwe werkewer soos in klousule 2 omskryf.
- (b) 'n Werkewer moet aan elke lid van ondergenoemde klasse van sy of haar werknemers, uitgesonderd deeltydse werknemers en los werknemers, die minimum lone betaal soos hieronder uiteengesit. (NOTA: Die lone hieronder bepaal mag met hoogstens sewe en 'n half persent verminder word deur 'n nuwe werkewer of 'n klein werkewer soos in klousule 2 omskryf):

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Mitchells Plain, Nigel, Oberholzer, Paarl, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Simonstown, Springs, The Cape, Vanderbijlpark, Vereeniging, Westomaria, Wonderboom and Wynberg, and the municipal areas of Port Elizabeth, Sasolburg and Umhlanga	In the municipal areas of Despatch and Uitenhage	In the Magisterial District of Klerksdorp and the municipal areas of Beacon Bay, Bloemfontein, East London, Kimberley and Pietermaritzburg									
	(a) During the first six months after this determination became effective	(b) During the second six months after this determination became effective	(c) During the third and fourth six months after this determination became effective	(d) Thereafter	(a) During the first six months after this determination became effective	(b) During the second six months after this determination became effective	(c) During the third and fourth six months after this determination became effective	(d) Thereafter	(a) During the first six months after this determination became effective	(b) During the second six months after this determination became effective	(c) During the third and fourth six months after this determination became effective	(d) Thereafter
	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month
<i>Assistant housekeeper</i>	749	794	905	968	702	744	848	907	641	679	774	828
<i>Bedroom attendant</i>	512	543	619	662	489	518	591	632	447	474	540	578
<i>Bedroom attendant-waiter</i> — during the first six months of experience	512	543	619	662	489	518	591	632	447	474	540	578
thereafter	531	563	642	687	506	536	611	654	462	490	559	598
<i>Clerk</i> —												
during the first year of experience	591	626	714	764	560	594	677	724	512	543	619	662
during the second year of experience	756	801	913	977	708	750	855	915	647	686	782	837
thereafter	921	976	1 113	1 191	858	909	1 036	1 109	783	830	936	1 012
<i>Cook</i> —												
during the first six months of experience	512	543	619	662	489	580	599	632	447	474	540	578
during the second six months of experience	558	591	674	721	531	563	642	687	486	515	587	628
during the third six months of experience	606	642	732	783	573	607	692	740	524	555	633	677
during the fourth six months of experience	653	692	789	844	617	654	746	798	563	597	681	729
Thereafter	701	743	847	906	659	699	797	853	602	638	727	778
<i>Cook's assistant</i>	531	563	642	687	506	536	611	654	462	490	559	598
<i>General assistant</i> —												
during the first six months of employment with the same employer	432	458	522	559	414	439	500	535	380	403	459	491
thereafter	480	509	580	621	461	489	557	596	422	447	510	546
<i>Head cook</i>	780	827	943	1 009	728	772	880	942	666	706	805	861
<i>Head waiter</i>	669	709	808	865	632	670	764	817	576	611	697	746
<i>Housekeeper</i>	843	894	1 019	1 090	786	833	950	1 017	717	760	866	927
<i>Maintenance employee</i>	669	709	808	865	632	670	764	817	576	611	697	746
<i>Night porter</i>	575	610	695	744	546	579	660	706	500	530	604	646
<i>Porter</i>	575	610	695	744	546	579	660	706	500	530	604	646

	In die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Kulsrivier, Mitchells Plain, Nigel, Oberholzer, Paarl, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg, en die munisipale gebiede van Port Elizabeth, Sasolburg en Umhlanga				In die munisipale gebiede van Despatch en Uitenhage				In die landdrosdistrik Klerksdorp en die munisipale gebiede van Beaconbaai, Bloemfontein, Kimberley, Oos-Londen en Pietermaritzburg			
	Gedurende die eerste ses maande nadat hierdie vasstelling in werking getree het	Gedurende die tweede ses maande nadat hierdie vasstelling in werking getree het	Gedurende die derde en vierde ses maande nadat hierdie vasstelling in werking getree het	Daarna	Gedurende die eerste ses maande nadat hierdie vasstelling in werking getree het	Gedurende die tweede ses maande nadat hierdie vasstelling in werking getree het	Gedurende die derde en vierde ses maande nadat hierdie vasstelling in werking getree het	Daarna	Gedurende die eerste ses maande nadat hierdie vasstelling in werking getree het	Gedurende die tweede ses maande nadat hierdie vasstelling in werking getree het	Gedurende die derde en vierde ses maande nadat hierdie vasstelling in werking getree het	Daarna
	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand
<i>Algemene werker —</i>												
gedurende die eerste ses maande diens by dieselfde werkewer	432	458	522	559	414	439	500	535	380	403	459	491
daarna.....	480	509	580	621	461	489	557	596	422	447	510	546
<i>Assistenthuishouer</i>	749	794	905	968	702	744	848	907	641	679	774	828
<i>Hoofkelner.....</i>	669	709	808	865	632	670	764	817	576	611	697	746
<i>Hoofkok.....</i>	780	827	943	1 009	728	772	880	942	666	706	805	861
<i>Huishouer.....</i>	843	894	1 019	1 090	786	833	950	1 017	717	760	866	927
<i>Instandhoudingswerknomer</i>	669	709	808	865	632	670	764	817	576	611	697	746
<i>Kelner —</i>												
gedurende die eerste ses maande ondervinding	497	527	601	643	474	502	572	612	434	460	524	561
gedurende die tweede ses maande ondervinding	522	553	630	674	498	528	602	644	456	483	551	590
gedurende die derde ses maande ondervinding.....	549	582	663	709	522	553	630	674	477	506	577	617
daarna.....	575	610	695	744	546	579	660	706	500	530	604	646
<i>Klerk —</i>												
gedurende die eerste jaar ondervinding	591	626	714	764	560	594	677	724	512	543	619	662
gedurende die tweede jaar ondervinding.....	756	801	913	977	708	750	855	915	647	686	782	837
daarna.....	921	976	1 113	1 191	858	909	1 036	1 109	783	830	946	1 012
<i>Kok —</i>												
gedurende die eerste ses maande ondervinding	512	543	619	662	489	580	591	632	447	474	540	578
gedurende die tweede ses maande ondervinding	558	591	674	721	531	563	642	687	486	515	587	628
gedurende die derde ses maande ondervinding.....	606	642	732	783	573	607	692	740	524	555	633	677
gedurende die vierde ses maande ondervinding.....	653	692	789	844	617	654	746	798	563	597	681	729
daarna.....	701	743	847	906	659	699	797	853	602	638	727	778
<i>Koksmaat.....</i>	531	563	642	687	506	536	611	654	462	490	559	598
<i>Nagportier.....</i>	575	610	695	744	546	579	660	706	500	530	604	646
<i>Portier</i>	575	610	695	744	546	579	660	706	500	530	604	646

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Mitchells Plain, Nigel, Oberholzer, Paarl, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Simonstown, Springs, The Cape, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg, and the municipal areas of Port Elizabeth, Sasolburg and Umhlanga				In the municipal areas of Despatch and Uitenhage				In the Magisterial District of Klerksdorp and the municipal areas of Beacon Bay, Bloemfontein, East London, Kimberley and Pietermaritzburg			
	During the first six months after this determination became effective	During the second six months after this determination became effective	During the third and fourth six months after this determination became effective	Thereafter	During the first six months after this determination became effective	During the second six months after this determination became effective	During the third and fourth six months after this determination became effective	Thereafter	During the first six months after this determination became effective	During the second six months after this determination became effective	During the third and fourth six months after this determination became effective	Thereafter
	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month
<i>Security officer, Grade A —</i>												
if ordinary hours of work do not exceed 48 in a week	591	626	714	764	560	594	677	724	512	543	619	662
if ordinary hours of work exceed 48 in a week	740	784	894	957	699	741	845	904	639	677	772	826
<i>Security officer, Grade B —</i>												
if ordinary hours of work do not exceed 48 in a week	531	563	642	687	506	536	611	654	462	490	559	598
if ordinary hours of work exceed 48 in a week	665	705	804	860	642	670	764	817	578	613	699	748
<i>Waiter —</i>												
during the first six months of experience	497	527	601	643	474	502	572	612	434	460	524	561
during the second six months of experience	522	553	630	674	498	528	602	644	456	483	551	590
during the third six months of experience	549	582	663	709	522	553	630	674	477	506	577	617
thereafter	575	610	695	744	546	579	660	706	500	530	604	646
<i>Employee not elsewhere specifically mentioned in this paragraph</i>	531	563	642	687	506	536	611	654	462	490	559	598

	In die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Mitchells Plain, Nigel, Oberholzer, Paarl, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg, en die munisipale gebiede van Port Elizabeth, Sasolburg en Umhlanga	In die munisipale gebiede van Despatch en Uitenhage	In die landdrosdistrik Klerksdorp en die munisipale gebiede van Beaconbaai, Bloemfontein, Kimberley, Oos-Londen en Pietermaritzburg									
	Gedurende die eerste ses maande nadat hierdie vasstelling in werking getree het	Gedurende die tweede ses maande nadat hierdie vasstelling in werking getree het	Gedurende die derde en vierde ses maande nadat hierdie vasstelling in werking getree het	Daarna	Gedurende die eerste ses maande nadat hierdie vasstelling in werking getree het	Gedurende die tweede ses maande nadat hierdie vasstelling in werking getree het	Gedurende die derde en vierde ses maande nadat hierdie vasstelling in werking getree het	Daarna	Gedurende die eerste ses maande nadat hierdie vasstelling in werking getree het	Gedurende die tweede ses maande nadat hierdie vasstelling in werking getree het	Gedurende die derde en vierde ses maande nadat hierdie vasstelling in werking getree het	Daarna
	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand
<i>Sekuriteitsbeampte, Graad A —</i>												
indien die gewone werkure nie 48 in 'n week oorskry nie	591	626	714	764	560	594	677	724	512	543	619	662
indien die gewone werkure 48 in 'n week oorskry	740	784	894	957	699	741	845	904	639	677	772	826
<i>Sekuriteitsbeampte, Graad B —</i>												
indien die gewone werkure nie 48 in 'n week oorskry nie	531	563	642	687	506	536	611	654	462	490	559	598
indien die gewone werkure 48 in 'n week oorskry	665	705	804	860	632	670	764	817	578	613	699	748
<i>Slaapkamerbediende.....</i>	512	543	619	662	489	518	591	632	447	474	540	578
<i>Slaapkamerbediende-kelner —</i>												
gedurende die eerste ses maande ondervinding	512	543	619	662	489	518	591	632	447	474	540	578
daarna.....	531	563	642	687	506	536	611	654	462	490	559	598
<i>Werknemer nie elders in hierdie paragraaf uitdruklik vermeld nie</i>	531	563	642	687	506	536	611	654	462	490	559	598

- (c) *Casual employees* — Subject to the proviso to paragraph (a), an employer shall pay a casual employee in respect of each hour or part of an hour (excluding overtime) worked by him or her on any day other than a paid holiday, a Sunday (in the case of employees referred to in clause 5(1)(a), (b) or (c)) or a free period (in the case of an employee referred to in clause 5(1)(d)), not less than the hourly wage prescribed in paragraph (b), read with subclause (4), for an ordinary employee who in the same area performs the same class of work as the casual employee is required to perform, plus 15 per cent, or not less than the hourly wage or equivalent of the hourly wage actually being paid to the ordinary employee, whichever is the greater amount: Provided that —
- (i) for the purposes of this paragraph the expression "ordinary employee" means an employee who performs the particular class of work in the employer's full-time employ and who is being paid the lowest wage for that class of work;
 - (ii) where the employer requires the casual employee —
 - (aa) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "hourly wage" means the hourly wage prescribed for a qualified employee of that class;
 - (ab) to work for a period of less than four hours on any day, he or she shall be deemed to have worked for four hours.
- (d) *Part-time employees* — Subject to the proviso to paragraph (a), a part-time employee shall be paid not less than three-fourths of the weekly wage prescribed for an employee in the same area of the same class and with the same experience, having due regard to the definition of "experience".
- (2) *Basis of contract* — For the purposes of this clause the contract of employment of an employee, other than a casual employee, shall be on a monthly basis, and, save as provided in clause 4(6), he or she shall be paid in respect of a month not less than the full monthly wage prescribed in subclause (1), as read with the definition of "wage" in clause 2 and with subclause (3), for an employee of his or her class in the area in which he or she works, whether he or she has in that month worked the maximum number of ordinary hours of work applicable to him or her, or less.
- (c) *Los werknekmers* — Behoudens die voorbeholdsbepligting by paragraaf (a), moet 'n werkgever 'n los werknekmer ten opsigte van elke uur of gedeelte van 'n uur (uitgesonderd oortyd) wat hy of sy op enige dag behalwe 'n betaalde vakansiedag, 'n Sondag (in die geval van werknekmers bedoel in klousule 5(1)(a), (b) of (c)) of 'n vry periode (in die geval van werknekmers bedoel in klousule 5(1)(d)) werk, minstens die uurloon betaal wat by paragraaf (b), gelees met subklousule (4), voorgeskryf word vir 'n gewone werknekmer wat in dieselfde gebied dieselfde klas werk verrig as dié wat van die los werknekmer vereis word, plus 15 persent, of minstens die uurloon wat werklik aan die gewone werknekmer betaal word, watter bedrag ook al die grootste is: Met dien verstande dat —
- (i) by die toepassing van hierdie paragraaf die uitdrukking "gewone werknekmer" die werknekmer beteken wat die betrokke klas werk in die werkgever se voltydse diens verrig en aan wie die laagste loon vir daardie klas werk betaal word;
 - (ii) waar die werkgever van die los werknekmer vereis —
 - (aa) om die werk te verrig van 'n klas werknekmer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "uurloon" die uurloon beteken wat vir 'n gekwalifiseerde werknekmer van daardie klas voorgeskryf word;
 - (ab) om vir 'n tydperk van minder as vier uur op enige dag te werk, hy of sy geag word vier ure te gewerk het.
- (d) *Deeltydse werknekmers* — Behoudens die voorbecondsbepligting by paragraaf (a), moet 'n deeltydse werknekmer minstens drie vierdes van die loon voorgeskryf vir 'n werknekmer van dieselfde klas en met dieselfde ondervinding betaal word, met die nodige inagneming van die woordomskrywing van "ondervinding".
- (2) *Kontrakgrondslag* — By die toepassing van hierdie klousule moet die dienskontrak van 'n werknekmer, uitgesonderd 'n los werknekmer, op 'n maandelikse grondslag berus en, behoudens klousule 4(6), moet 'n werkgever ten opsigte van 'n maand minstens die volle maandloon betaal word wat by subklousule (1), gelees met die omskrywing van "loon" in klousule 2 en met subklousule (3), vir 'n werknekmer van sy of haar klas in die gebied waarin hy of sy werk, voorgeskryf word, ongeag of hy of sy in daardie maand die maksimum getal gewone werkure wat vir hom of haar geld, of minder gewerk het.

- (3) *Differential wage* — Subject to the proviso to subclause (1)(a), an employer who requires or permits a member of one class of his or her employees to perform for longer than one hour in the aggregate on any day, either in addition to his or her own work or in substitution therefor, work of another class for which —
- a wage higher than that of his or her own class is prescribed in subclause (1), shall pay to such employee, in respect of that day, not less than the daily wage calculated at the higher rate; or
 - a rising scale of wages terminating in a wage higher than that of his or her own class is prescribed in subclause (1), shall pay to such employee, in respect of that day, not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his or her ordinary work:
- Provided that —
- this subclause shall not apply where the difference between classes in terms of subclause (1) is based on experience;
 - unless expressly otherwise provided in a written contract between an employer and his or her employee, nothing in this determination shall be so construed as to preclude an employer from requiring his or her employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.
- (4) *Calculation of wages* — The hourly wage, daily wage and weekly wage of an employee shall be calculated as indicated in the definitions of these expressions in clause 2.

4. PAYMENT OF REMUNERATION

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

- (3) *Differensiële loon* — Behoudens die voorbehoud sbepaling by subklousule (1)(a), moet 'n werkewer wat van 'n lid van een klas werknemer vereis of hom of haar toelaat of langer as altesaam een uur op enige dag, óf benewens die werknemer se eie werk óf in die plek daarvan, werk van 'n ander klas te verrig waarvoor —
- 'n hoér loon as die van die werknemer se eie klas in subklousule (1) voorgeskryf word, ten opsigte van daardie dag aan sodanige werknemer minstens die dagloon bereken teen die hoér tarief, betaal; of
 - 'n stygende loonskaal wat uitloop op 'n hoér loon as dié van die werknemer se eie klas soos in subklousule (1) voorgeskryf word, ten opsigte van daardie dag aan sodanige werknemer minstens die dagloon bereken op die kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy of haar gewone werk ontvang het, betaal:
- Met dien verstande dat —
- hierdie subklousule nie van toepassing is nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ondervinding berus;
 - tensy daar in 'n skriftelike kontrak tussen 'n werkewer en 'n werknemer uitdruklik anders bepaal word, niks in hierdie vasstelling so uitgelê mag word nie dat dit 'n werkewer belet om van sy of haar werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir sodanige werknemer voorgeskryf word.
- (4) *Loonberekening* — Die uurloon, dagloon, en weekloon van 'n werknemer moet ooreenkomsdig die woordomskrywings van dié uitdrukkings in klousule 2 bereken word.
- 4. BETALING VAN BESOLDIGING**
- (1) *Werknemers, uitgesonderd los werknemers* — Behoudens klousule 6(5) en (6) moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, maandeliks in kontant betaal word, of met die toestemming van die werknemer, per tjak gedurende sy of haar gewone werkure, of binne 15 minute daarna op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseêlde koevert of houer wees waarop gemeld word of wat vergesel gaan van 'n staat waarop gemeld word —
- die werkewer se naam;
 - die werknemer se naam of sy of haar nommer op die betaalstaat en sy of haar klas;

- (c) the period in respect of which payment is made;
- (d) the number of ordinary hours of work worked by the employee in that period;
- (e) the number of overtime hours worked by the employee in that period;
- (f) the number of hours worked by the employee on his or her weekly day off or on a paid holiday, or on a Sunday in the case of employee's referred to in clause 5(1)(a), (b) or (c);
- (g) the employee's wage;
- (h) details of any other remuneration arising out of the employee's employment;
- (i) details of any deductions made; and
- (j) the net amount paid to the employee,

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

- (i) the particulars prescribed above may be recorded on such envelope or container or in such statement in code, which code shall be fully set out and explained in an accompanying notice or in a notice kept posted in some conspicuous place in the establishment, accessible to all employees affected thereby;
- (ii) at the employee's written request the amount due to him or her may be paid into his or her building society, bank or other account by the employer, who shall, however, hand to the employee the aforementioned statement.

- (2) *Casual employees* — An employer shall pay the remuneration due to a casual employee in cash on termination of his or her employment, but at least once a week.
- (3) *Premiums* — Subject to any other law, no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that employee.
- (4) *Purchase of goods* — An employer shall not require an employee to purchase any goods from him or her or from any shop, place or person nominated by him or her.
- (5) *Accommodation and food* — Subject to any other

- (c) die tydperk waarvoor die betaling geskied;
- (d) die getal gewone werkure wat die werknemer gedurende daardie tydperk gewerk het;
- (e) die getal ure wat die werknemer gedurende daardie tyd oortyd gewerk het;
- (f) die getal ure wat die werknemer op sy of haar weeklikse vrye dag of 'n betaalde vakansiedag gewerk het of op 'n Sondag in die geval van werknemers bedoel in klosule 5(1)(a), (b) of (c);
- (g) die werknemer se loon;
- (h) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (i) besonderhede van enige bedrag wat afgetrek is; en
- (j) die netto bedrag wat aan die werknemer betaal word,

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

- (i) die besonderhede hierbo voorgeskryf in kodevorm op sodanige koevert of houer of staat opgeteken kan word en dat sodanige kode volledig uiteengesit en verduidelik moet word in 'n bygaande kennisgewing of in 'n kennisgewing wat opgeplak gehou moet word op 'n opvallende plek in die bedryfsinrigting wat toeganklik is vir al die betrokke werknemers;
- (ii) met die skriftelike toestemming van die werknemer die bedrag aan hom of haar verskuldig, gestort kan word in sy of haar bouvereniging-, bank- of ander rekening deur die werkewer, wat voorname staat egter aan hom of haar moet oorhandig.

- (2) *Los werknemers* — 'n Werkewer moet die besoldiging wat aan 'n los werknemer verskuldig is by die beëindiging van sy of haar diens in kontant aan hom of haar betaal, maar minstens een maal per week.
- (3) *Premies* — Behoudens die bepalings van enige ander wet mag geen betaling regstreeks of onregstreeks deur 'n werkewer van of ten behoeve van 'n werknemer aangeneem word vir die indiensneming of opleiding van daardie werknemer nie.
- (4) *Koop van goedere* — 'n Werkewer mag nie van 'n werknemer vereis om enige goedere van hom of haar, of van enige winkel, plek of persoon deur hom of haar aangewys, te koop nie.
- (5) *Huisvesting en kos* — Behoudens die bepalings

law, an employer shall not require an employee to accept accommodation or food from him or her or from any person or at any place nominated by him or her.

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

- (a) With the written consent of the employee, a deduction for a holiday, sick, medical, insurance, savings, provident or pension fund or subscriptions to a trade union as defined in the Labour Relations Act, 1956 (Act No. 28 of 1956);
- (b) except where otherwise provided in this determination, whenever an employee is absent from work, other than at the instance of his or her employer, a deduction proportionate to the period of his or her absence and calculated on the basis of the wage which such employee was receiving in respect of his or her ordinary hours of work at the time of such absence;
- (c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- (d) whenever an employee is required by law or agrees to accept accommodation and food from his or her employer, a deduction not exceeding the following amounts:

(i) *During the first 12 months after this determination became binding:*

	Food per month	Accommodation per month	Food and accommodation per month
(aa) Clerk, assistant housekeeper and house-keeper (other than casual employees)	R55,00	R20,00	R75,00
(ab) All other em- ployees (other than casual employees)	R38,00	R15,00	R53,00
(ac) Casual employ-ees — 60 cents per meal.			

(ii) *Thereafter:*

	Food per month	Accommodation per month	Food and accommodation per month
(aa) Clerk, assistant housekeeper and house-keeper (other than casual employees)	R100,00	R40,00	R140,00
(ab) All other em- ployees (other than casual employees)	R75,00	R30,00	R105,00
(ac) Casual employ-ees — R1,20 per meal.			

van enige ander wet mag 'n werkewer nie van sy of haar werknemer vereis om huisvesting of kos van hom of haar of van enigemand anders of op enige plek deur hom of haar aangewys, aan te neem nie.

(6) *Aftrekkings* — 'n Werkewer mag sy of haar werknemer geen boetes ople of enige bedrae van sy of haar werknemer se besoldiging aftrek nie, uitgesonderd die volgende:

- (a) Met die skriftelike toestemming van die werknemer, 'n bedrag van 'n vakansie-, siektebystands-, mediese hulp-, versekerings-, spaar-, voorsorg- of pensioenfonds of vir lediegeld van 'n vakvereniging soos omskryf in die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956);
- (b) behoudens andersluidende bepalings in hierdie vasstelling, telkens wanneer 'n werknemer om 'n ander rede as die toedoen van sy of haar werkewer van sy of haar werk afwesig is, 'n bedrag eweredig aan die tydperk van sy of haar afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy of haar gewone werkure ontvang het;
- (c) enige bedrag wat 'n werkewer by wet of kragtens 'n bevel van 'n bevoegde hof moet of kan aftrek;
- (d) wanneer daar by wet van 'n werknemer vereis word of wanneer hy of sy daartoe instem om huisvesting of kos van sy of haar werkewer aan te neem, 'n bedrag van hoogstens:

(i) *Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het:*

	Kos per maand	Huisvesting per maand	Kos en huisvesting per maand
(aa) Klerk, assistenthuisshouer en huishouer (uitgesonderd los werkemers)	R55,00	R20,00	R75,00
(ab) Alle ander werknemers (uitgesonderd los werkemers)	R38,00	R15,00	R53,00
(ac) Los werkemers — 60 sent per ete.			

(ii) *Daarna:*

	Kos per maand	Huisvesting per maand	Kos en huisvesting per maand
(aa) Klerk, assistenthuisshouer en huishouer (uitgesonderd los werkemers)	R100,00	R40,00	R140,00
(ab) Alle ander werknemers (uitgesonderd los werkemers)	R75,00	R30,00	R105,00
(ac) Los werkemers — R1,20 per ete.			

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

- (e) whenever an employee is not regularly provided with three meals a day, a deduction of 80c in the case of a clerk, an assistant housekeeper or a housekeeper, and 60c in the case of any other employee for each meal supplied to him or her by the employer: Provided that the said amounts may be increased by not less than 50 per cent after the first year of operation of this determination;
- (f) with the written consent of an employee, a deduction of any amount which an employer has paid or has undertaken to pay to —
 - (i) any banking institution, building society, insurance business, registered financial institution, local authority or the State in respect of a payment on a loan granted to such employee to acquire a dwelling;
 - (ii) any organisation or body in respect of the rent of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such organisation or body wholly or partly from funds advanced for that purpose by the State or a body referred to in subparagraph (i) above;
- (g) with the written consent of the employee, a deduction, in one or more instalments, towards the repayment of any amount loaned or advanced to him or her by the employer: Provided that any such deduction shall not exceed one third of the total remuneration due to the employee on the pay-day concerned except where the contract of employment is terminated.

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

- (1) *Ordinary hours of work* — An employer shall not require or permit an employee to work more ordinary hours of work than, in the case of —

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

- (e) wanneer 'n werkemper nie gereeld van drie etes per dag voorsien word nie, 'n bedrag van 80c in die geval van 'n klerk, 'n assistenthuisouer of 'n huisouer en 60c in die geval van enige ander werkemper vir elke ete deur die werkewer aan hom of haar verskaf: Met dien verstande dat gemelde bedrae gedurende die eerste jaar van werk van hierdie vasstelling met minstens 50 persent verhoog kan word;
- (f) met die skriftelike toestemming van 'n werkemper, enige bedrag wat 'n werkewer betaal het of onderneem het om te betaal aan —
 - (i) 'n bankinstelling, bouvereniging, versekeringsonderneming, geregistreerde finansiële instelling, plaaslike owerheid of die Staat ten opsigte van 'n betaling van 'n lening aan sodanige werkemper toegestaan om 'n woning te bekom;
 - (ii) 'n organisasie of liggaam ten opsiste van die huur van 'n woning of akkommodasie in 'n hostel deur sodanige werkemper geokkupeer as sodanige woning of hostel voorsien is deur bemiddeling van sodanige organisasie of liggaam geheel of gedeeltelik uit fondse voorgeskiet vir daardie doel deur die Staat of 'n liggaam bedoel in subparagraaf (i) hierbo;
- (g) met die skriftelike toestemming van 'n werkemper, 'n afrekking ter vereffening van 'n bedrag wat die werkewer aan hom of haar geleent of voorgeskiet het: Met dien verstande dat enige sodanige afrekking hoogstens een derde mag wees van die totale besoldiging wat op die betrokke betaaldag aan die werkemper verskuldig is, uitgesonderd waar die dienskontrak beëindig word.

5. GEWONE WERKURE, OORTYD EN BETALING VIR OORTYDWERK

- (1) *Gewone werkure* — 'n Werkewer mag nie van 'n werkemper vereis of hom of haar toelaat om meer gewone werkure te werk nie as, in die geval van —

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| <p>(a) a <i>casual employee</i>, eight in a day: Provided that, if such an employee is required to perform the duties of a security officer, Grade A, a security officer, Grade B, or a night porter, he or she may work not more than 12 ordinary hours in any day;</p> <p>(b) a <i>part-time employee</i>, five in a day;</p> <p>(c) a <i>security officer</i>, Grade A, a security officer, Grade B, or a night porter, 60 in a week from Monday to Saturday inclusive;</p> <p>(d) any other employee, 46 in a week from Monday to Sunday, inclusive: Provided that each such employee shall be granted by his or her employer one free period of not less than 24 consecutive hours in every week: Provided further that if an employee works during his or her free period, the hours so worked shall not form part of the ordinary hours prescribed in this paragraph for such employee.</p> <p>(2) <i>Spreadover</i> — The ordinary hours of work and all overtime, in any one day, including the meal interval, shall be completed within a spreadover of not more than —</p> <p>(a) 14 hours on any day in respect of an employee who is provided by his or her employer with accommodation at or in the vicinity of his or her place of work;</p> <p>(b) 12 hours on any day in respect of any other employee.</p> <p>(3) <i>Meal intervals</i> — An employer shall grant to each of his or her employees when on duty a meal interval of not less than 30 minutes, within one hour of each normal meal time for guests in the establishment, and during such interval the employees shall not be required or permitted to do any work, and such interval shall not be part of the employee's ordinary hours of work or overtime: Provided that —</p> <p>(i) periods of work interrupted by intervals of less than 30 minutes shall be deemed to be continuous;</p> <p>(ii) the period of work between any two such meal intervals shall not be longer than five consecutive hours.</p> <p>(4) <i>Limitation of overtime</i> — An employer shall not require or permit an employee to work overtime other than in accordance with an agreement concluded with the employee, and such overtime shall not exceed, in the case of —</p> <p>(a) a casual employee, three hours in a day;</p> <p>(b) a security officer, Grade A, a security officer,</p> | <p>(a) 'n los werknemer, agt op 'n dag: Met dien verstande dat indien sodanige werknemer die pligte van 'n sekuriteitsbeampte, Graad A, 'n sekuriteitsbeampte, Graad B, of 'n nagportier, hu of sy hoogstens 12 gewone ure op enige dag mag werk;</p> <p>(b) 'n deeltydse werknemer, vyf op 'n dag;</p> <p>(c) 'n sekuriteitsbeampte, Graad A, 'n sekuriteitsbeampte, Graad B, of 'n nagportier, 60 in 'n week vanaf Maandag tot en met Saterdag;</p> <p>(d) enige ander werknemer, 46 in 'n week vanaf Maandag tot en met Saterdag: Met dien verstande dat 'n werkgever aan sy of haar werknemer een vry periode van minstens 24 agtereenvolgende ure in elke week moet verleen: Met dien verstande voorts dat indien 'n werknemer gedurende sy of haar vry periode werk, sodanige ure nie deel van die gewone werkure van die 'n werknemer uitmaak nie.</p> <p>(2) <i>Werkspreiding</i> — Die gewone werkure en alle oortyd van 'n werknemer, met inbegrip van alle etenspouses, moet in 'n werkspreiding van hoogstens —</p> <p>(a) 14 uur op enige dag voltooi word in die geval van 'n werknemer wat deur sy of haar werkgever van huisvesting by of in die omgewing van sy of haar werkplek voorsien word;</p> <p>(b) 12 uur op enige dag in die geval van ander werknemers voltooi word.</p> <p>(3) <i>Etenspouses</i> — 'n Werkgever moet aan elkeen van sy of haar werknemers 'n etenspouse van minstens 30 minute toestaan binne een uur na elke gereeld etenstyd vir die gaste in die bedryfsinrigting, en daar mag nie vereis of toegelaat word dat 'n werknemer gedurende sodanige pouse enige werk verrig nie, en sodanige pouse vorm nie deel van die gewone werkure of oortyd van die werknemer nie: Met dien verstande dat —</p> <p>(i) werktydperke wat deur pouses van minder as 30 minute onderbreek word, geag word aaneenlopend te wees;</p> <p>(ii) die werktydperk tussen enige twee sodanige etenspouses hoogstens vyf opeenvolgende ure mag wees.</p> <p>(4) <i>Beperking van oortydwerk</i> — 'n Werkgever mag nie van 'n werknemer vereis of hom of haar toelaat om oortyd te werk nie, behalwe ingeval 'n ooreenkoms wat hy of sy met die werknemer aangegaan het, en sodanige oortyd mag nie, in die geval van —</p> <p>(a) 'n los werknemer, drie uur op enige dag;</p> <p>(b) 'n sekuriteitsbeampte, Graad A, of 'n</p> |
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Grade B, or a night porter, 12 hours in a week; (c) any other employee, 10 hours in a week.

(5) *Payment for overtime* —

- (a) An employer shall pay an employee, other than a casual employee, who works overtime at a rate of not less than —
 - (i) one and one-third times the employee's hourly wage in respect of the total period, not exceeding 10 hours, in any week so worked by such employee;
 - (ii) one and a half times the employee's hourly wage in respect of the hours in excess of 10 hours in any week, so worked by such employee.
- (b) An employer shall pay a casual employee who works overtime at a rate of not less than one and one-third times the employee's hourly wage in respect of the period so worked on any day.

(6) *Savings* —

- (a) Subclauses (2), (3) and (4) shall not apply to an employee while he or she is engaged in emergency work.
- (b) Subclause (3) shall not apply to a security officer, Grade A, a security officer, Grade B, or a night porter: Provided that if such an employee is allowed a meal interval, the time taken up by such interval shall be deemed to be time worked.

6. ANNUAL LEAVE

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

- (a) A *security officer, Grade A*, a *security officer, Grade B*, or a night porter whose ordinary hours of work —
 - (i) exceed 48 in a week, 28 consecutive days;
 - (ii) do not exceed 48 in a week, 21 consecutive days;
- (b) any other employee, 21 consecutive days.

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

sekuriteitsbeampte, Graad B, of 'n nagportier of betreklike tydperk, 12 uur in enige week;

- (c) enige ander klas werknemer, 10 uur in enige week, oorskry nie.

(5) *Betaling vir oortydwerk* —

- (a) 'n Werkewer moet 'n werknemer, uitgesonderd 'n los werknemer, wat oortyd werk, teen 'n skaal van minstens —
 - (i) een en 'n derde maal die werknemer se uurloon betaal ten opsigte van die totale tydperk aldus deur sodanige werknemer gewerk en wat nie 10 uur in enige week oorskry nie;
 - (ii) een en 'n half maal sy of haar uurloon betaal ten opsigte van die ure aldus deur sodanige werknemer gewerk en wat 10 uur in enige week oorskry.
- (b) 'n Werkewer moet 'n los werknemer wat oortyd werk, betaal teen 'n skaal van minstens een en 'n derde maal sy of haar uurloon ten opsigte van elke of 'n gedeelte van 'n uur aldus op enige dag gewerk.

(6) *Voorbehoudbepalings* —

- (a) Subklousules (2), (3) en (4) is nie van toepassing op 'n werknemer terwyl hy of sy noodwerk verrig nie.
- (b) Subklousule (3) is nie van toepassing op 'n sekuriteitsbeampte, Graad A, 'n sekuriteitsbeampte, Graad B, of 'n nagportier nie: Met dien verstande dat indien sodanige werknemer 'n etenspouse toegestaan word, die tyd in beslag geneem deur sodanige pouse beskou word as tyd wat hy of sy gewerk het.

6. JAARLIKSE VERLOF

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

- (a) 'n Sekuriteitsbeampte, Graad A, 'n sekuriteitsbeampte, Graad B, of 'n nagportier wie se gewone werkure —
 - (i) 48 in 'n week oorskry, 28 agtereenvolgende dae;
 - (ii) nie 48 in 'n week oorskry nie, 21 agtereenvolgende dae;
- (b) enige ander werknemer, 21 agtereenvolgende dae.

(2) Die werkewer moet aan sy of haar werknemer ten opsigte van die verlof by subklousule (1) voorgeskryf, betaal in die geval van 'n werknemer bedoel in —

- (a) subclause (1)(a)(i), an amount of not less than four times;
- (b) subclause (1)(a)(ii) or (1)(b), an amount of not less than three times,

the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced.

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

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

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

- (i) sick leave in terms of clause 8 or with absence from work owing to incapacity in the circumstances set out in clause 8(4)(a) or (b) amounting in the aggregate in any period of 12 months to not more than 15 weeks;

- (ii) any period during which the employee is under notice of termination of employment in terms of clause 13; or

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

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

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

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

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

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

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

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

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

- (i) wat 'n werknemer afwesig is met siekterverlof ingevolge klosule 8 of weens ongesiktheid in die omstandighede uiteengesit in klosule 8(4)(a) of (b), en wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop;

- (ii) waartydens die werknemer onder kennisgewing van diensbeëindiging ingevolge klosule 13 is; of

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

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

- (d) as 'n betaalde vakansiedag binne die tydperk van sodanige verlof val, moet 'n ander werkdag vir elke sodanige vakansiedag by genoemde tydperk as 'n verdere tydperk van verlof gevoeg word, en die werknemer moet 'n bedrag betaal word van minstens sy of haar dagloon ten opsigte van elke sodanige dag bygevoeg.

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

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| <p>(i) the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates, and</p> <p>(ii) the date of receipt of the request is endorsed on the request over his or her signature by the employer who shall retain the request at least until after the expiration of the period of leave.</p> <p>(b) Subclause (3) shall apply <i>mutatis mutandis</i> to the leave referred to in this subclause.</p> <p>(5) At the written request of an employee, an employer may, in lieu of granting the leave prescribed in subclause (1) for such employee, pay to him or her not less than the amount which the employer would have had to pay to him or her in respect of such leave if the leave had been granted: Provided that —</p> <ul style="list-style-type: none"> (a) payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of 12 months of employment with the same employer; (b) the request is made by the employee not later than four months after the expiry of the 12 months of employment to which the leave relates; (c) the date of the receipt of the request is endorsed on the request over his or her signature by the employer, who shall retain the request for a period of not less than three years from such date or the date of the expiry of the period of 12 months of employment to which the leave relates, whichever is the later. <p>(6) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (4), shall be paid not later than the last working day before the date of commencement of the leave or, at the written request of the employee, not later than such employee's first pay-day after the expiration of the leave.</p> <p>(7) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued, shall, upon such termination and in addition to any other remuneration which may be due to him or her, be paid in respect of each completed month of such period of employment an amount of not less than —</p> <ul style="list-style-type: none"> (a) in the case of an employee referred to in subclause (1)(a)(i), one third; and (b) in the case of an employee referred to in subclause (1)(a)(ii) or (1)(b), one fourth of the weekly wage he or she was receiving imme- | <p>(i) sodanige werknemer sodanige versoek rig binne vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, en</p> <p>(ii) die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.</p> <p>(b) Subklousule (3) is <i>mutatis mutandis</i> van toepassing op die verlof in hierdie subklousule bedoel.</p> <p>(5) Op die skriftelike versoek van 'n werknemer kan 'n werkgewer, in plaas van die verlof toe te staan wat in subklousule (1) vir sodanige werknemer voorgeskryf word, die werknemer minstens die bedrag betaal wat die werkgewer hom of haar ten opsigte van sodanige verlof sou moes betaal het as die verlof toegestaan was: Met dien verstande dat —</p> <ul style="list-style-type: none"> (a) betaling in plaas van verlof hoogstens een maal in elke twee agtereenvolgende tydperke van 12 maande diens by dieselfde werkgewer toegelaat word; (b) die werknemer die versoek rig binne vier maande na afloop van die 12 maande diens waarop die verlof betrekking het; (c) die werkgewer die ontvangsdatum van die versoek daarop aanbring en dit onderteken en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die afloopdatum van die tydperk van 12 maande diens waarop die verlof betrekking het, en wel vanaf die jongste van die datums. <p>(6) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (4), moet nie later nie as op die laaste werkdag voor die aanvangsdatum van die verlof of, op die skriftelike versoek van die werknemer, nie later nie as op die eerste betaaldag na verstryking van die verlof, betaal word.</p> <p>(7) Aan 'n werknemer wie se diens gedurende enige dienstermy van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van sodanige termyn opgeloop het en geneem is, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom of haar verskuldig is, vir elke voltooide maand van sodanige dienstermy 'n bedrag betaal word van minstens, in die geval van 'n werknemer in —</p> <ul style="list-style-type: none"> (a) subklousule (1)(a)(i) bedoel, een derde; en (b) subklousule (1)(a)(ii) of (1)(b) bedoel een vierde, van die weekloon wat die werknemer onmiddellik voor die datum van sodanige |
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- diately before the date of such termination:
Provided that —
- (i) an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of proviso (c) to subclause (3);
 - (ii) an employee who leaves his or her employment without having given and served the period of notice prescribed in clause 13, shall be entitled to claim payment in terms of this subclause in respect of only such amount of accrued leave money as exceeds the amount he or she was required to pay his or her employer in lieu of notice, unless —
 - (aa) the employer has waved such notice or the employee has paid the employer upon termination or prior to termination of service in lieu of notice; or
 - (ab) in failing to give and serve such notice he or she was acting within his or her legal rights.
- (8) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclauses (3)(d) and (4) and whose employment terminates before such leave has been granted and has been taken, shall upon such termination be paid the amount he or she would have received in respect of the leave had the leave been granted to him or her and taken by him or her as at the date of the termination.
- (9) For purposes of this clause the expressions "employment" and "period of employment" shall be deemed to include —
- (a) any period in respect of which an employer pays an employee or an employee pays an employer in lieu of notice in terms of clause 13;
 - (b) any period during which an employee is absent —
 - (i) on leave in terms of this clause;
 - (ii) on compassionate leave in terms of clause 7;
 - (iii) on sick leave in terms of clause 8 or owing to incapacity in the circumstances set out in clause 8(4)(a) or (b);
 - (iv) at the instance of his or her employer;
 - (v) with the consent or condemnation of his or her employer;

- dienstverpligting ontvang het: Met dien verstande dat —
- (i) 'n werkewer ten opsigte van enige tydperk van verlof wat aan 'n weknemer ingevolge voorbehoudsbepaling (c) van subklousule (3) toegestaan is, 'n eweredige bedrag kan aftrek;
 - (ii) 'n weknemer wat sy of haar diens verlaat sonder om kennis te gee en die kennisgewingstydperk wat by klousule 13 voorgeskryf word, uit te dien, slegs geregtig is om betaling ingevolge hierdie subklousule te eis ten opsigte van daardie opgeloopte verlofgeld bo die bedrag wat hy of sy in plaas van diensopseggeling aan sy of haar werkewer moes betaal tensy —
 - (aa) die werkewer van sodanige kennisgewing afgesien het of tensy die weknemer sy of haar werkewer betaal het in plaas daarvan om aldus kennis te gee; of
 - (ab) die weknemer by versuim om sodanige kennis te gee en die kennisgewingstydperk uit te dien, hy of sy binne of haar wetlike regte gehandel het.
- (8) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousules (3)(d) en (4), en wie se diens eindig voordat sodanige verlof toegestaan en geneem is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy of sy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom of haar toegestaan en deur hom of haar geneem is.
- (9) By die toepassing van hierdie klousule word die uitdrukings "diens" en "dienstermy" geag te omvat —
- (a) enige tydperk ten opsigte waarvan 'n werkewer 'n weknemer betaal of 'n weknemer 'n werkewer betaal in plaas van kennis te gee ingevolge klousule 13;
 - (b) enige tydperk wat 'n weknemer afwesig is —
 - (i) met verlof ingevolge hierdie klousule;
 - (ii) met deernisverlof ingevolge klousule 7;
 - (iii) met siekterverlof ingevolge klousule 8 of weens ongesiktheid in die omstandighede uiteengesit in klousule 8(4)(a) of (b);
 - (iv) op las of versoek van sy of haar werkewer;
 - (v) met die toestemming of kondonering van sy of haar werkewer;

- (vi) for any other reason not being in breach of the contract of employment, amounting in the aggregate, in any period of 12 months, to not more than 15 weeks; and
- (c) any period during which an employee is absent from work while on military service: Provided that an employee shall not be entitled to claim employment, in any one period of 12 months' employment, more than four months of such service;
- and employment shall be deemed to commence —
- (aa) in the case of an employee who, before this determination became binding, has become entitled to a period of annual leave in terms of any law, on the date on which he or she last became entitled to such leave under that law;
- (ab) in the case of an employee who was in the employment before this determination became binding and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
- (ac) in the case of any other employee, on the date on which such employee entered his or her employer's service or on the date on which this determination became binding, whichever is the later.

7. COMPASSIONATE LEAVE

- (1) In the event of the death of a child, parent or spouse of an employee who has completed not less than six months of employment with his or her employer, the employee shall be entitled to leave of absence from work for a period not exceeding three days in the aggregate, in the year of employment in which the death occurs: Provided that an employee shall not be entitled to such leave for a period exceeding five days in any year of employment. The leave shall commence on the date of such death or on the working day immediately thereafter, as requested by the employee.
- (2) The employer shall pay his or her employee in respect of any leave taken in terms of subclause (1) an amount of not less than the wage the employee would have received had the leave not been taken.
- (3) An employer may, as a condition precedent to the payment of any amount claimed by an employee in terms of this clause, require the employee to produce written proof of the death of the person concerned, in the form of a death certificate or burial order or declaration by a member of the clergy or such other proof as may be acceptable to the employer.

- (vi) om enige rede wat nie 'n verbreking van die dienskontrak is nie, en wel altesaam hoogstens 15 weke in enige tydperk van 12 maande; en
- (c) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie daarop geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid as diens te eis nie; en word diens geag te begin, in die geval van —
- (aa) 'n werknemer wat, voordat hierdie vasstelling van krag geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop hy of sy laas kragtens daardie wet op verlof geregtig geword het;
- (ab) 'n werknemer wat, voordat hierdie vasstelling van krag geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (ac) enige ander werknemer, op die datum waarop sodanige werknemer by sy of haar werkewer in diens getree het op datum waarop hierdie vasstelling van krag geword het, en wel op die jongste van die twee datums.
- ## 7. DEERNISVERLOF
- (1) In die geval van die dood van 'n kind, ouer of gade van 'n werknemer wat alreeds minstens ses maande diens voltooi het by sy of haar werkewer, is die werknemer geregtig op verlof vir 'n tydperk wat nie drie dae oorskry nie: Met dien verstande dat 'n werknemer nie geregtig is op sodanige verlof vir 'n tydperk wat vyf dae in enige jaar van diens oorskry nie. Die verlof neem 'n aanvang op die dag van sodanige dood of op die werkdag onmiddellik daarana, soos deur die werknemer versoek word.
 - (2) Die werkewer moet 'n werknemer ten opsigte van verlof geneem ingevolge subklousule (1) 'n bedrag betaal wat nie minder is nie as die loon wat die werknemer sou ontvang het as hy of sy nie verlof geneem het nie.
 - (3) 'n Werkewer mag, as 'n voorwaarde vir die betaling van 'n bedrag deur 'n werknemer geëis ingevolge hierdie klousule, vereis dat die werknemer skriftelike bewys van die dood van die betrokke persoon voorlê in die vorm van 'n doodsertifikaat of 'n begrafnisbrief of 'n verklaring deur 'n geestelike, of enige ander sodanige bewys wat vir die werkewer aanvaarbaar is.

(4) An employer shall pay any amount due to an employee in terms of subclause (2) on the first pay-day following the production of the proof referred to in subclause (3) or, if the employer has waived such proof, on the first pay-day after the employee's return to work.

(5) For the purposes of this clause, the expression —

(a) "child" shall include an adopted child, a person duly placed under the guardianship of the employee or the latter's spouse, and a person who was raised by and was wholly dependent on the employee or the latter's spouse;

(b) "parent" shall include a foster-parent or guardian as contemplated in paragraph (a) above, and a person by whom the employee was raised and on whom the latter was wholly dependent;

(c) "employment" shall have the meaning assigned thereto in clause 6(9)(b)

(6) *Savings* —

(a) This clause shall not apply to an employee whose annual leave on full pay exceeds the period prescribed in clause 6(1) by at least one week.

(b) For the purposes of this subclause "week" means five working days in the case of an employee who normally works on not more than five days in a week, and six working days in the case of an employee who normally works on more than five days in a week.

8. SICK LEAVE

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

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

(b) where, in the first 36 consecutive months of employment, an employee is absent owing to incapacity for longer than the number of days of paid sick leave he or she is entitled to at the time in terms of subparagraph (a), his or her employer shall not, at that stage, be required

(4) 'n Werkgewer moet enige bedrag wat ingevolge subklousule (2) aan 'n werknemer verskuldig is, betaal op die eerste betaaldag na indiening van die bewys bedoel in subklousule, (3) of indien die werkewer afgesien het van sodanige bewys, op die eerste betaaldag na die werknemer se terugkeer na die werk.

(5) By die toepassing van hierdie klousule het die uitdrukking —

(a) "kind" ook die betekenis van 'n aangenome kind, 'n persoon wat onder die voogdy van die werknemer of sy of haar gade geplaas is, en 'n persoon wat grootgemaak is deur en volkome afhanglik was van die werknemer of sy of haar gade;

(b) "ouer" ook die betekenis van 'n peetouer of voog soos paragraaf (a) hierbo bedoel, en 'n persoon deur wie die werknemer grootgemaak is en van wie die werknemer volkome afhanglik was;

(c) "diens" die betekenis daarvan geheg in klousule 6(9)(b)

(6) "Voorbeholdsbeplings" —

(a) Hierdie klousule is nie van toepassing op 'n werknemer wie se jaarlike verlof met volle betaling die tydperk in klousule 6(1) genoem met minstens een week oorskry nie.

(b) By die toepassing van hierdie subklousule beteken "week" 'n tydperk van vyf werkdae in die geval van 'n werknemer wat normaalweg nie meer as vyf dae per week werk nie en ses werkdae in die geval van 'n werknemer wat normaalweg meer as vyf dae per week werk.

8. SIEKTEVERLOF

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

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

(b) indien 'n werknemer gedurende die eerste 36 agtereenvolgende maande diens weens ongesiktheid afwesig is vir langer as die getal dae betaalde siekterverlof waarop hy of sy kragtens subparagraaf (a) geregtig is, is sy of haar werkewer nie op daardie tydstip verplig

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

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

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

- (a) for more than two consecutive working days; or
- (b) on the working day immediately preceding or the working day immediately succeeding a Sunday, in the case of an employee referred to in clause 5(1)(a), (b) or (c), or a paid holiday, or a free period in the case of an employee referred to in clause 5(1)(d)

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

om hom of haar vir sodanige langer siektelelof wat geneem is, te betaal nie. Die werkewer moet egter by die verstryking van die eerste kringloop van 36 maande, indien hy of sy dit nie reeds gedoen het nie, aan die werknemer op daardie tydstip 'n bedrag uitbetaal wat nie minder mag wees nie as 'n bedrag gelyk aan die verskil tussen die siektelelofbetaling reeds gemaak en die werknemer se loon vir die volle tydperk van ongesiktheid, tot 'n maksimum van 36 werkdae. Sodaanige uitbetaling moet geskied teen 'n koers van nie minder nie as die werknemer se loon ten tye van die aanvang van sy ongesiktheid: Met dien verstande voorts dat indien die werknemer se dienskontrak voor die verstryking van sodanige eerste kringloop beëindig word, die werknemer daarop geregtig is om betaling van sy of haar werkewer te eis van 'n bedrag gelyk aan die verskil tussen die siektelelofbetaling wat hy of sy alreeds ontvang het en die loon vir die volle tydperk van sy of haar ongesiktheid, maar teen 'n tarief nie hoer nie sy of haar loon vir een werkdag vir elke voltooide maand van diens, en by die toepassing van hierdie voorbeholdsbeplings moet beteken die uitdrukking "loon" die loon wat die werknemer ten tye van die aanvang van sy of haar ongesiktheid ontvang het;

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

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

- (a) vir langer as twee agtereenvolgende werkdae, of
- (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag, in die geval van 'n werknemer bedoel in klousule 5(1)(a), (b) of (c), of 'n betaalde vakansiedag of 'n vry periode in die geval van 'n werknemer bedoel in klousule 5(1)(d),

van die werknemer vereis om 'n sertifikaat voor te le wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongesiktheid vermeld word: Met dien verstande dat, indien 'n werknemer by twee of meer geleenthede besoldiging ingevolge hierdie klousule gedurende enige tydperk van agt weke

the next eight weeks require him or her to produce such a certificate in respect of any length of absence.

(3) For the purpose of this clause, the expression —

- (a) “employment” shall be deemed to include —
 - (i) any period during which an employee is absent —
 - (aa) on leave in terms of clause 6;
 - (ab) on compassionate leave in terms of clause 7;
 - (ac) at the instance of his or her employer;
 - (ad) on sick leave in terms of subclause (1) or owing to incapacity in the circumstances set out in paragraph (b);
 - (ae) with the consent or condemnation of his or her employer;
 - (af) for any reason not being in breach of the contract of employment; amounting in the aggregate, in any period of 36 months, to not more than 30 weeks;
 - (ii) any period during which an employee is absent on military service: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such service;
 - (iii) any period of employment which an employee has had with the same employer immediately before the date on which this determination became binding and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this determination;
- (b) “incapacity” means inability to work owing to any sickness or injury other than sickness or injury caused by an employee’s own misconduct: Provided that any such inability to work caused by an accident or a scheduled disease for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993), shall be regarded as incapacity only during any period in respect of which no disability payment is payable in terms of that Act.

ontvang het sonder om sodanige sertifikaat voor te lê, die werkewer in die daaropvolgende agt weke van hom of haar kan vereis om sodanige sertifikaat ten opsigte van enige tydperk van afwesigheid voor te lê.

(3) By die toepassing van hierdie klousule —

- (a) word die uitdrukking “diens” geag te omvat —
 - (i) enige tydperk wat ’n werknemer afwesig is —
 - (aa) met verlof ingevolge klousule 6;
 - (ab) met deernisverlof ingevolge klousule 7;
 - (ac) op las of versoek van sy of haar werkewer;
 - (ad) met siekteverlof ingevolge subklousule (1) of weens ongesiktheid weens die omstandighede uiteengesit in paragraaf (b);
 - (ae) met die toestemming of kondonering van sy of haar werkewer;
 - (af) om enige rede wat nie ’n verbreking van sy of haar dienskontrak is nie; en wat in enige tydkring van 36 maande altesaam hoogstens 3 weke beloop;
 - (ii) enige tydperk wat ’n werknemer afwesig is vir militêre diens: Met dien verstande dat ’n werknemer nie daarop geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige militêre diens as diens te eis nie;
 - (iii) enige tydperk van diens wat ’n werknemer by dieselfde werkewer gehad het onmiddellik voor die datum waarop hierdie vasstelling van krag geword het, en alle siekteverlof wat met volle besoldiging aan sodanige werknemer gedurende sodanige tydperk toegestaan is, word geag ingevolge hierdie vasstelling toegestaan te gewees het;
- (b) beteken “ongeskiktheid” onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering wat deur ’n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat enige sodanige onvermoë om te werk wat veroorsaak is deur ’n ongeval of ’n vergoedingspligtige siekte ten opsigte waarvan vergoeding kragtens die Wet op Vergoeding vir Beroepsbeserings en -siektes, 1993 (Wet No. 130 van 1993), betaalbaar is, as ongesiktheid beskou word slegs gedurende ’n tydperk ten opsigte waarvan geen betaling vir arbeidsongesiktheid ingevolge genoemde wet betaalbaar is nie.

- (4) *Savings* — 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 or her incapacity in the circumstances set out in this clause, the payment to him or her of an amount of not less than the wage payable in terms of subclause (1);
 - in respect of any period of incapacity of an employee in respect of which the employer is required by any other law to pay the employee not less than his or her full wage.

9. PAID HOLIDAYS AND WORK ON SUNDAYS AND DURING FREE PERIODS

- (1) *Compensation for work on a public holiday* —
- Whenever an employee does not work on a paid holiday as defined and such day falls on a day which otherwise is an ordinary working day for the employee, his or her employer shall pay him or her in respect of that day an amount equal to at least his or her daily wage.
 - Whenever an employee works on a paid holiday as defined, his or her employer shall pay him or her in respect of that day an amount equal to at least his or her daily wage, plus —
 - an amount calculated at a rate of not less than the employee's hourly wage in respect of every hour or part of an hour worked by him or her on that day, or an amount equal to at least his or her daily wage, whichever amount is the greater; or
 - an amount calculated at a rate of not less than one third of the employee's hourly wage in respect of every hour or part of an hour worked by him or her on that day, and grant to him or her, within seven days of such day, one day's leave and pay him or her in respect of such leave an amount of not less than his or her daily wage.
 - Notwithstanding the definition of "paid holiday" in clause 2 an employee and his or her employer may agree to exchange any public holiday for any other ordinary working day. Provided that the working day so exchanged shall for the purposes of this subclause and subclause (5) be deemed to be a paid holiday.

- (4) *Voorbehoudsbepalings* — Hierdie kolusule is nie van toepassing nie —
- op 'n werknemer op wie se skriftelike versoek 'n werkgever bydrae wat minstens gelyk is aan die van die werknemer, betaal aan 'n fonds of organisasie wat deur die werknemer aangewys is, welke fonds of organisasie in die geval van ongesiktheid in die omstandighede in hierdie klousule uiteengesit, aan die werknemer die betaling waarborg van 'n bedrag wat nie minder is nie as die loon betaalbaar ingevolge subklousule (1);
 - ten opsigte van 'n tydperk van ongesiktheid van 'n werknemer ten opsigte waarvan daar by 'n ander wet van die werkgever vereis word om die werknemer sy of haar volle loon te betaal.
- ## 9. BETAALDE VAKANSIEDAE EN WERK OP SONDAE EN GEDURENDE VRY PERIODES
- (1) *Vergoeding vir werk op 'n betaalde vakansiedag* —
- Wanneer 'n werknemer nie op 'n betaalde vakansiedag soos omskryf werk nie en sodanige dag op 'n dag val wat vir hom of haar andersins 'n gewone werkdag is, moet sy of haar werkgever hom of haar ten opsigte van daardie dag 'n bedrag betaal wat nie minder as sy of haar dagloon is nie.
 - Wanneer 'n werknemer op 'n betaalde vakansiedag soos omskryf werk, moet sy of haar werkgever hom of haar ten opsigte van daardie dag 'n bedrag minstens gelyk aan sy of haar dagloon betaal, plus —
 - 'n bedrag bereken teen 'n koers van minstens sy of haar uurloon ten opsigte van elke uur of 'n gedeelte van 'n uur wat hy of sy op daardie dag werk, of 'n bedrag minstens gelyk aan sy of haar dagloon, watter bedrag ook al die grootste is; of
 - 'n bedrag bereken teen 'n koers van minstens een derde van sy of haar uurloon ten opsigte van elke uur of 'n gedeelte van 'n uur wat hy of sy op daardie dag werk en aan hom of haar binne sewe dae na daardie dag, een dag verlof toestaan en ten opsigte van sodanige verlof 'n bedrag betaal wat nie minder as sy of haar dagloon is nie.
 - Ondanks die woordomskrywing van betaalde "vakansiedag" in klousule 2 mag 'n werknemer en sy of haar werkgever ooreenkomm om enige openbare vakansiedag uit te ruil vir enige ander gewone werkdag: Met dien verstande dat die werkdag aldus uitgeruil by die toepassing van hierdie subklousule en subklousule (5) geag word 'n betaalde vakansiedag te wees.

(2) Compensation for work on a Sunday —

(a) Whenever an employee, other than a casual employee or an employee referred to in clause 5(1)(d), works on a Sunday and that day is also a paid holiday as defined, his or her employer shall compensate him or her for such work on the basis set out in subclause (1)

(b).

(b) Whenever an employee, other than a casual employee or an employee referred to in clause 5(1)(d), works on a Sunday which is not also a paid holiday as defined, his or her employer shall pay him or her —

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

(ii) if he or she so works for longer than four hours, an amount which shall not be less than either double his or her hourly wage rate in respect of every hour or part of an hour worked by him or her on such Sunday, or an amount equal to at least double his or her daily wage, whichever amount is the greater; or

(iii) an amount calculated at a rate of not less than one and a third times his or her hourly wage in respect of every hour or part of an hour worked by him or her on such Sunday and grant him or her, within seven days of such Sunday, one day's leave and pay him or her in respect of such leave an amount of not less than his or her daily wage.

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

(a) partly on a paid holiday as defined and partly on a Sunday; or

(b) partly of a paid holiday and partly on an ordinary working day; or

(c) partly of a Sunday and partly on an ordinary working day,

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

(4) Compensation to a casual employee for work on a Sunday — Whenever a casual employee works on a Sunday, his or her employer shall pay him or her in respect of that day an amount calculated at a rate of not less than double his or her hourly wage for every hour or part of an hour worked by him or her that day: Provided that if the employee works for less than four hours on such day, he or she shall be deemed to have worked for four hours.

(2) Vergoeding vir werk op 'n Sondag —

(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer bedoel in klosule 5(1)(d), op 'n Sondag werk sodanige dag ook 'n betaalde vakansiedag is soos omskryf, moet sy of haar werkgever hom of haar vergoed op die grondslag by subklousule (1)(b) bepaal.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer bedoel in klosule 5(1)(b), op 'n Sondag werk wat nie 'n betaalde vakansiedag soos omskryf, is nie, moet sy of haar werkgever hom of haar —

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

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

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

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

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

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

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

moet dit by die toepassing van hierdie klosule geag word dat die hele tydperk wat hy of sy gewerk het, op die dag val waarop die grootste gedeelte van sodanige werkydperk val.

(4) Vergoeding aan 'n los werknemer vir werk op 'n Sondag — Wanneer 'n los werknemer op 'n Sondag werk, moet sy of haar werkgever hom of haar ten opsigte van daardie dag 'n bedrag betaal, bereken teen 'n koers van minstens dubbel sy of haar uurloon vir elke uur of 'n gedeelte van 'n uur wat hy of sy op daardie dag werk: Met dien verstande dat indien die werknemer vir minder as vier uur op sodanige dag werk dir geag word dat hy of sy vier uur gewerk het.

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| <p>(5) Compensation to an employee referred to (in clause 5(1)(d) for work during a free period —</p> <p>(a) Whenever an employee works during his or her free period and that day is also a paid holiday, his or her employer shall compensate him or her for such work on the basis set out in subclause (1)(b).</p> <p>(b) Whenever an employee works during his or her free period on a day which is not also a paid holiday, his or her employer shall pay him or her —</p> <ul style="list-style-type: none"> (i) if he or she so works for not more than four hours, an amount equal to at least his or her daily wage; or (ii) if he or she so works for longer than four hours, an amount calculated at a rate of not less than double his or her hourly wage in respect of the total period worked by him or her during his or her free period or an amount of not less than double his or her daily wage, whichever amount is the greater; or (iii) an amount calculated at a rate of not less than one and a third times his or her hourly wage in respect of the total period worked by him or her during his or her free period and grant to him or her within seven days of such free period one day's leave and pay him or her in respect of such leave an amount of not less than his or her daily wage; or (iv) with the written consent of the employee, an amount calculated at a rate of not less than one and a third times his or her hourly wage in respect of the total period worked by him or her during his or her free period and grant to him or her one extra day annual leave and pay him or her in respect of such leave an amount of not less than his or her daily wage. <p>(6) Whenever an employee works for a period which falls —</p> <ul style="list-style-type: none"> (a) partly on a paid holiday and partly during his or her free period; or (b) partly on a paid holiday and partly on an ordinary working day; or (c) partly during his or her free period and partly on an ordinary working day, <p>he or she shall for the purposes of this clause be deemed to have worked the whole period on the day on which the major portion of such work period falls.</p> <p>(7) <i>Payment</i> — The remuneration payable in terms of this clause to an employee, other than a casual</p> | <p>(5) Vergoeding aan 'n werknemer bedoel in klousule 5(1)(d) vir werk gedurende 'n vry periode —</p> <p>(a) Wanneer 'n werknemer gedurende sy of haar vry periode werk en sodanige dag is ook 'n betaalde vakansiedag, moet sy of haar werkgever hom of haar vergoed op die grondslag by subklousule 1(b) bepaal.</p> <p>(b) Wanneer 'n werknemer gedurende sy of haar vry periode werk en sodanige dag nie 'n betaalde vakansiedag is nie, moet sy of haar werkgever hom of haar —</p> <ul style="list-style-type: none"> (i) indien hy of sy hoogstens vier uur werk, 'n bedrag gelyk aan sy of haar dagloon betaal; of (ii) indien hy of sy langer as vier uur werk, 'n bedrag betaal wat nie minder is nie as of dubbel sy of haar uurloon ten opsigte van die totale tydperk wat hy of sy gedurende sy of haar vry periode gewerk het of 'n bedrag gelyk aan minstens dubbel sy of haar dagloon, watter bedrag ook al die grootste is; of (iii) 'n bedrag betaal bereken teen 'n koers van minstens een en 'n derde maal sy of haar uurloon ten opsigte van die totale tydperk wat hy of sy gedurende sy of haar vry periode gewerk het en aan hom of haar binne sewe dae van sodanige vry periode, een dag verlof toestaan en ten opsigte van sodanige verlof hom of haar 'n bedrag wat nie minder as sy of haar dagloon is nie, betaal; of (iv) met die skriftelike toestemming van 'n werknemer, bedrag 'n bedrag betaal teen 'n koers van minstens een en 'n derde maal sy of haar uurloon ten opsigte van die totale tydperk wat hy of sy gedurende sy of haar vry periode gewerk het en aan hom of haar een dag verlof toestaan en ten opsigte van sodanige verlof hom of haar 'n bedrag wat nie minder as sy of haar dagloon is nie, betaal. <p>(6) Wanneer 'n werknemer vir 'n tydperk werk wat —</p> <ul style="list-style-type: none"> (a) gedeeltelik op 'n betaalde vakansiedag soos omskryf en gedeeltelik op 'n Sondag val; of (b) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n gewone werkdag val; of (c) gedeeltelik op 'n Sondag en gedeeltelik op 'n gewone werkdag val, <p>moet dit by die toepassing van hierdie klousule geag word dat die hele tydperk wat hy of sy gewerk het, op die dag val waarop die grootste gedeelte van sodanige werkydperk val.</p> <p>(7) <i>Betaling</i> — Die vergoeding wat ingevolge hierdie klousule aan 'n werknemer, uitgesonderd 'n los</p> |
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employee, shall be paid to him or her not later than the payday immediately after the day in respect of which such remuneration is payable. A casual employee shall be remunerated as set out in clause 4(2).

10. PROHIBITION OF EMPLOYMENT

An employer shall not —

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

11. RATIO

- (1) An employer shall not employ an unqualified cook, waiter or clerk unless he or she has a qualified cook, waiter or clerk, respectively, in his or her employ, and for each qualified cook, waiter or clerk employed he or she shall not employ more than one unqualified cook, waiter or clerk, as the case may be.
- (2) An employer shall not employ a cook's assistant unless he or she has a qualified cook in his or her employ, and for each qualified cook employed he or she shall not employ more than one cook's assistant.
- (3) For the purposes of this clause —
 - (a) an employer who is wholly or mainly engaged in the work of any particular class of employee may be deemed to be a qualified employee of that class;
 - (b) an unqualified employee who is receiving a wage of not less than the wage of a qualified employee of his or her class may be deemed to be a qualified employee;
 - (c) part-time employees shall be deemed not to be employees.

12. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

13. TERMINATION OF CONTRACT OF EMPLOYMENT

- (1) Notwithstanding clause 3(2), an employer or an employee, other than a casual employee, who desires to terminate the contract of employment, shall give —
 - (a) during the first four weeks of employment, not less than one working day's notice; and

werkner, betaalbaar is, moet aan hom of haar uitbetaal word nie later nie as die eersvolgende betaaldag na die dag ten opsigte waarvan sodanige besoldiging betaalbaar is. 'n Los werkner moet uitbetaal word soos in klosule 4(2) bepaal.

10. VERBOD OP INDIENSNEMING

'n Werkner mag nie —

- (1) iemand onder die ouderdom van 15 jaar in diens neem nie;
- (2) van 'n swanger werkner vereis of haar toelaat om te werk gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die bevallingsdatum eindig nie.

11. GETALSVERHOUDING

- (1) 'n Werkgewer mag nie 'n ongekwalifiseerde kok, kelner of klerk in diens neem nie, tensy hy of sy onderskeidelik 'n gekwalifiseerde kok, kelner of klerk in diens het, en vir elke gekwalifiseerde kok, kelner of klerk in sy of haar diens mag hy of sy hoogstens een ongekwalifiseerde kok, kelner of klerk, na gelang van die geval, in diens neem.
- (2) 'n Werkgewer mag nie 'n koksmaat in diens neem nie tensy hy of sy 'n gekwalifiseerde kok in diens het, en vir elke gekwalifiseerde kok in sy of haar diens mag hy hoogstens een koksmaat in diens neem.
- (3) By die toepassing van hierdie klosule —
 - (a) mag 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n bepaalde klas werkner verrig, geag word 'n gekwalifiseerde werkner van die klas te wees;
 - (b) mag 'n ongekwalifiseerde werkner wat minstens die loon van 'n gekwalifiseerde werkner van sy of haar klas ontvang, geag word gekwalifiseerde werkner te wees;
 - (c) word deeltydse werkners nie geag werkners te wees nie.

12. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet enige uniform, oorpak rubberstewels, pet of ander beskermende klere wat hy of sy van sy of haar werkner vereis om te dra of wat hy of sy by enige wet verplig is om aan sy of haar werkner te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou, en enige sodanige artikel bly die eiendom van die werkgewer.

13. BEËINDIGING VAN DIENSKONTRAK

- (1) Ondanks klosule 3(2), moet 'n werkgewer of sy of haar werkner, uitgesonderd 'n los werkner, wat die dienskontrak wil beëindig —
 - (a) gedurende die eerste vier weke diens, minstens een werkdag kennis; en

(b) after the first four weeks of employment, not less than two weeks' notice, of the termination of contract, which shall be in writing except when given by an employee who is unable to write, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than in the case of —

- (i) one working day's notice, the daily wage the employee is receiving at the time of such termination;
- (ii) two weeks' notice, twice the weekly wage the employee is receiving at the time of such termination:

Provided that this shall not affect —

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

(ab) any written agreement between an employer and an employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

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

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

- (i) on leave in terms of clause 6;
- (ii) on compassionate leave in terms of clause 7;
- (iii) on sick leave in terms of clause 8;
- (iv) owing to incapacity in the circumstances set out in clause 8(4)(a) or (b) amounting in the aggregate in any one year to not more than 15 weeks; and
- (v) on military service, except where an employee otherwise requests and his or her employer agrees thereto in writing.

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

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

(b) na die eerste vier weke diens, minstens twee weke kennis, van die beëindiging van die kontrak gee, wat skriftelik gedoen moet word, uitgesonderd in die geval van 'n werknemer wat nie kan skryf nie, of 'n werkgever of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgever, na gelang van die geval, te betaal, in die geval van —

- (i) een werkdag kennisgewing, die dagloon wat die werknemer ten tye van sodanige diensbeëindiging ontvang;
- (ii) twee weke kennisgewing, twee maal die weekloon wat die werknemer ten tye van sodanige diensbeëindiging ontvang:

Met dien verstande dat —

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

(ab) 'n skriftelike ooreenkoms tussen 'n werkgever en sy of haar werknemer waarin voorsiening gemaak word vir 'n kennisgewingstydperk wat vir beide partye ewe lank is en langer is as die wat in hierdie klousule voorgeskryf word nie hierdeur geraak word nie;

(ac) die werking van enige verbeurings of boetes wat by wet van toepassing kan wees op 'n werknemer wat dros, nie hierdeur geraak word nie:

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

- (i) met verlof ingevolge klousule 6;
- (ii) met deernisverlof ingevolge klousule 7;
- (iii) met siekteverlof ingevolge klousule 8;
- (iv) weens ongesiktheid in die omstandighede uiteengesit in klousule 8(4)(a) of (b) vir altesaam hoogstens 15 weke in enige jaar; en
- (v) vir militêre diens, behalwe waar die werknemer anders versoek en die werkgever skriftelik daartoe instem.

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

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

- (i) on leave granted in terms of clause 6, on compassionate leave in terms of clause 7, on sick leave granted in terms of clause 8, owing to incapacity in the circumstances set out in clause 8(4)(a) or (b) amounting in the aggregate to not more than 15 weeks in any period of 12 consecutive months employment with the same employer; and
 - (ii) on military service, except where an employee otherwise requests and his or her employer agrees thereto in writing.
- (4) Notwithstanding anything to the contrary contained in this determination, where an employee terminates his or her contract of employment by leaving his or her employment without having given and served the required period of notice or without paying his or her employer in lieu of notice, his or her employer may appropriate for himself or herself from any moneys which he or she owes to such employee by virtue of any provisions of this determination, an amount of not more than that which the employee would have had to pay him or her in lieu of notice: Provided that this subclause shall not apply where the employer had waived the required period of notice or if in failing to give and serve the notice the employee was acting within his or her legal rights.

14. CERTIFICATE OF SERVICE

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

CERTIFICATE OF SERVICE

I,
carrying on business in the Accommodation Establishment Trade at
hereby certify that
identity number
was employed by me from the day
of 19 to the
..... day of 19
as (*)
At the termination of employment this employee's wage
was R.....
Signature of employer or authorised representative

- (i) met verlof toegestaan ingevolge klosule 6, met deernisverlof ingevolge klosule 7, met siekterverlof toegestaan ingevolge klosule 8, weens ongeskiktheid in die omstandighede uiteengesit in klosule 8(4)(a) of (b) vir altesaam hoogstens 15 weke in enige tydperk van 12 agtereenvolgende maande diens by dieselfde werkewer en;
- (ii) vir militêre diens, behalwe waar die werknemer anders versoek en die werkewer skriftelik daartoe instem.

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

14. DIENSSERTIFIKAAT

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

DIENSSERTIFIKAAT

Ek,
wat as werkewer die Huisvestingsinrigtingsbedryf beoefen te
verklaar hierby dat
identiteitsnommer
in my diens was vanaf die dag
van 19 tot die
..... dag van 19
as (*)
by diensbeëindiging was hierdie werknemer se loon
R.....
Handtekening van werkewer of gemagtigde
verteenwoordiger

Date

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

15. ATTENDANCE REGISTER

- (1) An employer shall provide in his or her establishment an attendance register substantially in the following form, in which he or she shall record in ink or indelible pencil the name and class of each of his or her employees, and if an employee is unable to write, the employer shall on his or her behalf for each day worked and on that day make the necessary entries in respect of items (i) to (vi), inclusive, of subclause (3)(a) in the presence of a person nominated by the employee and sign such entries.
- (2) An employer may, instead of an attendance register, provide an electronic or a semi-automatic time recorder, together with the necessary cards or paper which shall be as nearly as practicable in the following form, and supply to each employee such a card or paper indicating the name or number of the employee and the date of termination of the week in respect of which it is to be used:

No. Name of employee.....

His or her class Week ended..... 19

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

- (3) Unless prevented from doing so by unavoidable cause, an employee shall in respect of each day worked by him or her and on that day —

- (a) record in ink or indelible pencil in such attendance register referred to subclause (1):
- (i) The day of the week;
 - (ii) the time he or she commenced work;
 - (iii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;
 - (iv) the time of finishing work for the day;
 - (v) the time of commencement and termination of overtime worked for the day;

Datum

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

15. BYWONINGSREGISTER

- (1) 'n Werkewer moet in sy of haar bedryfsinrichting 'n bywoningsregister wat wesenlik onderstaande vorm het, voorsien waarin hy of sy in ink of inkpotlood die naam en klas van elk van sy of haar werknemers moet aanteken, en indien sodanige werknemer nie in staat is om te skryf nie, moet sy of haar werkewer namens hom of haar vir elke dag gewerk en op daardie dag die vereiste inskrywings ten opsigte van punte (i) tot en met (vi) van subklousule (3)(a) maak, en sodanige inskrywings in die teenwoordigheid van 'n persoon wat deur die werknemer aangewys is, onderteken.
- (2) 'n Werkewer kan in plaas van 'n bywoningsregister, 'n elektroniese of 'n half-automatiese tydregistreerder verskaf tesame met die nodige kaarte of papier, wat sover doenlik onderstaande vorm moet hê en moet aan elke werknemer sodanige kaart of papier verskaf waarop die naam of nommer van die werknemer en die datum van die einde van die week ten opsigte waarvan die kaart of papier gebruik moet word, aangedui word:

No. Naam van werknemer

Sy of haar klas Week geëindig 19

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

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

- (a) in 'n bywoningsregister in subklousule (1) bedoel, met ink of inkpotlood die volgende aanteken:
- (i) Die dag van die week;
 - (ii) die tyd waarop hy of sy begin werk het;
 - (iii) die tyd waarop alle etens- of ander pauses wat nie as gewone werkure gereken word nie, begin en geëindig het;
 - (iv) die tyd waarop sy of haar werk vir die dag beëindig is;
 - (v) die tyd waarop oortyd wat hy of sy die dag gewerk het, begin het en beëindig is;

<p>(vi) the total number of hours worked for the day; and</p> <p>(vii) his or her signature;</p> <p>(b) in an establishment where an electronic or a semi-automatic time recorder is provided, make an entry by means of such recorder on a card or paper supplied in terms of subclause (2) to show the following:</p> <ul style="list-style-type: none"> (i) The time he or she commenced work; (ii) the time of commencement and termination of all meal and other intervals which are not reckonable as ordinary hours of work; and (iii) the time of finishing work for the day. <p>(4) An employer shall retain the attendance register referred to in subclause (1) or the cards or paper referred to in subclause (2), as the case may be, for a period of not less than three years after the date of the last entry therein or thereon.</p> <p>(In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule Supersedes Wage Determination 456 published under Government Notice R.2589 of 23 December 1988, as amended, by Government Notice R.219 of 15 February 1991.)</p>	<p>(vi) die totale getal ure wat hy of sy op die dag gewerk het; en</p> <p>(vii) sy of haar handtekening;</p> <p>(b) in 'n bedryfsinrigting waar 'n elektroniese of 'n halfautomatiese tydregistreerder verskaf word, inskrywings deur middel van sodanige regstreerder maak op 'n kaart of papier wat ingevolge subklousule (2) verskaf word en wat die volgende moet toon:</p> <ul style="list-style-type: none"> (i) Die tyd waarop hy of sy begin werk het; (ii) die tyd waarop alle etens- of ander pauses wat nie as gewone werkure gereken word nie, begin en geëindig het; en (iii) die tyd waarop sy of haar werk vir die dag beëindig is. <p>(4) 'n Werkgewer moet die bywoningsregister in subklousule (1) bedoel, of die kaarte of papier in subklousule (2) bedoel, na gelang van die geval, vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop bewaar.</p> <p>(Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bestaande Bylae Loonvasstelling 456 gepubliseer by Goewerments-kennisgiving R.2589 van 23 Desember 1988, soos gewysig, by Goewermentskennisgiving R.219 van 15 Februarie 1991.)</p>
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(Name of employee)		ATTENDANCE REGISTER												(Class of employee)			
Date and day of the week		Entries to be made by employee												Remarks (if any)			
Year...	Month	Time of commencing work	Intervals of work						Time of finishing work	Overtime worked		Total number of hours		Signature	By employee	By employer, if employee was absent. Reasons for absence (to be signed by employer)	By inspector
Date	Day of week		Off	On	Off	On	Off	On		On	Off	Each day	Each week				
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2																	
3																	
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31																	

Note: Under heading "Off" and "On" in column referring to "Intervals of work" insert time when interval commences and time when work is resumed. An employee is deemed to be at work for any interval in his or her work if the employee is not free to leave the establishment for the whole of the interval.

BYWONINGSREGISTER

(Klas van werknemer)

(Naam van werknemer)

Datum en dag van week		Inskrywing moet deur werknemer gemaak word												Opmerkings (as daar is)			
Jaar	Maand	Tyd waarop werk begin word	Pouses van diens af						Tyd waarop werk beëindig word	Oortyd gewerk		Totale getal ure gewerk		Handtekening	Deur werknemer	Deur werkgewer as werknemer afwesig is. Rede vir afwesigheid (moet deur werkgewer onderteken word)	Deur inspekteur
Datum	Dag van week		Af	Aan	Af	Aan	Af	Aan		Aan	Af	Elke dag	Elke week				
1																	
2																	
3																	
4																	
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Nota: Onder opskrif "Aan" en "Af" in kolom "Pouses van diens af", vul in tyd wanneer pouse begin en tyd wanneer werk hervat word. 'n Werknemer word geag by die werk te wees vir enige pouse in sy of haar werk indien dit die werknemer nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.

No.	CONTENTS	INHOUD	Bladsy No.	Koerant No.
	GOVERNMENT NOTICE	ALGEMENE KENNISGEWING		
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2018 Wage Act, 1957. Wage Determination 479: Accommodation Establishment Trade, Certain Areas	2018 Loonwet, 1957. Loonvasstelling 479: Huisvestingsinrigtingsbedryf, Sekere Ge- biede		2	16906