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[No. 749.]

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID.

No. R. 429.] [20 Maart 1964.

LOONWET No. 5 VAN 1957.

LOONVASSTELLING No. 248.

STEENKOOLBEDRYF, SEKERE GEBIEDE.

In opdrag van die Adjunk-minister van Arbeid word hierby ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat hy, handelende namens en kragtens die bevoegdheid verleen aan die Minister van Arbeid, by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van die Steenkoolbedryf gemaak het en die 13de dag van April 1964 bepaal het as die datum waarop die bepaling van genoemde Vasstelling bindend word.

BYLAE.

STEENKOOLBEDRYF.—SEKERE GEBIEDE.

1. GEBIED EN OMVANG VAN DIE VASSTELLING.

Hierdie Vasstelling is van toepassing op alle werknemers in die steenkoolbedryf en op die werkgewers van sodanige werknemers in die volgende gebiede:—

Kaaprovinsie.—Die landdrosdistrikte Bellville, die Kaap, Simonstad en Wynberg en die munisipale gebiede van Oos-Londen, Port Elizabeth en Walmer;

Natal.—Die munisipale gebiede van Durban, Pietermaritzburg, Pinetown, Queensburgh en Westville;

Oranje-Vrystaat.—Die munisipale gebiede van Bloemfontein en Welkom;

Transvaal.—(1) Die munisipale gebiede van Alberton, Benoni, Boksburg, Brakpan, Carletonville, Edenvale, Germiston, Kempton Park, Krugersdorp, Klerksdorp, Lyttelton, Nigel, Pretoria, Pretoria-Noord, Randfontein, Roodepoort-Maraiburg, Silverton, Springs, Vanderbijlpark, Vereeniging en Westonaria, en die landdrosdistrik Johannesburg;

(2) die stadsraadgebied van Elsburg;

(3) die dorpsraadgebied van Bedfordview;

(4) die dorpsgebiede van East Lynne, Mōregloed, Queenswood, Riverside en Waverley, geleë binne die gebied van die Noordoos Pretoria Plaaslike Gebiedskomitee van die Gesondheidsraad vir Buite-Stedelike Gebiede;

(5) die dorpsgebiede van Hazelwood en Meyerspark, geleë binne die gebied van die Oostelike Pretoria Plaaslike Gebiedskomitee van die Gesondheidsraad vir Buite-Stedelike Gebiede;

(6) die dorpsgebiede van Menlo Park en Lynnwood, geleë binne die gebied van die Menlo Park-Lynnwood Plaaslike Gebiedskomitee van die Gesondheidsraad vir Buite-Stedelike Gebiede;

(7) die dorpsgebied van Waterkloof, geleë binne die gebied van die Waterkloof Plaaslike Gebiedskomitee van die Gesondheidsraad vir Buite-Stedelike Gebiede;

(8) die dorpsgebied van Kloofsig, geleë binne die gebied van die Suidelike Pretoria Plaaslike Gebiedskomitee van die Gesondheidsraad vir Buite-Stedelike Gebiede; en

(9) die dorpsgebied van Valhalla, geleë binne die gebied van die Suidwestelike Pretoria Plaaslike Gebiedskomitee van die Gesondheidsraad vir Buite-Stedelike Gebiede.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 429.] [20 March 1964.

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 248.

COAL TRADE, CERTAIN AREAS.

By direction of the Deputy-Minister of Labour, it is hereby notified in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that he, acting on behalf of and under the powers vested in the Minister of Labour, by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto in respect of the Coal Trade and has fixed the 13th day of April, 1964, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

COAL TRADE.—CERTAIN AREAS.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply to all employees in the coal trade and to the employers of such employees in the following areas:—

Cape Province.—The magisterial districts of Bellville, the Cape, Simonstown and Wynberg and the municipal areas of East London, Port Elizabeth and Walmer;

Natal.—The municipal areas of Durban, Pietermaritzburg, Pinetown, Queensburgh and Westville;

Orange Free State.—The municipal areas of Bloemfontein and Welkom;

Transvaal.—(1) The municipal areas of Alberton, Benoni, Boksburg, Brakpan, Carletonville, Edenvale, Germiston, Kempton Park, Krugersdorp, Klerksdorp, Lyttelton, Nigel, Pretoria North, Randfontein, Roodepoort-Maraiburg, Silverton, Springs, Vanderbijlpark, Vereeniging and Westonaria and the magisterial district of Johannesburg;

(2) the town council area of Elsburg;

(3) the village council area of Bedfordview;

(4) the township areas of East Lynne, Mōregloed, Queenswood, Riverside and Waverley situate within the area of the North-Eastern Pretoria Local Area Committee of the Peri-Urban Areas Health Board;

(5) the township areas of Hazelwood and Meyers Park situate within the area of the Eastern Pretoria Local Area Committee of the Peri-Urban Areas Health Board;

(6) the township areas of Menlo Park and Lynnwood situate within the area of the Menlo Park-Lynnwood Local Area Committee of the Peri-Urban Areas Health Board;

(7) the township area of Waterkloof situate within the area of the Waterkloof Local Area Committee of the Peri-Urban Areas Health Board;

(8) the township area of Kloofsig situate within the area of the Southern Pretoria Local Area Committee of the Peri-Urban Areas Health Board; and

(9) the township area of Valhalla situate within the area of the South-Western Pretoria Local Area Committee of the Peri-Urban Areas Health Board.

2. WOORDOMSKRYWINGS.

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

- (i) „ambagsman” ’n werknemer wat werk doen wat in die reël deur ’n geskoolde ambagsman gedoen word en by die toepassing van hierdie woordskrywing beteken die uitdrukking „geskoolde ambagsman” iemand wat sy leertyd uitgedien het in ’n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aange-wys te wees, of wat in besit is van ’n vaardigheidserti-fikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, of van ’n sertifikaat deur bedoelde Registrateur aan hom uitgereik ingevolge of artikel twee (7) of artikel sewe (3) van gemelde Wet; (i)
- (ii) „arbeider” ’n werknemer wat een of meer van die volgende werksaamhede verrig:—
 - (1) Die bediener van ’n houtsaagmasjien help deur hout vas te hou;
 - (2) steenkool breek;
 - (3) artikels dra, verskuif of opstapel op ’n ander wyse as deur ’n kragaangedrewe toestel te gebruik;
 - (4) die perseel of masjinerie, werktuie, gereedskap, gerei, meubels, voertuie of ander artikels skoon-maak;
 - (5) hout saag, breek, kloof, kap of op ’n ander manier as brandhout voorberei, maar nie deur ’n masjien te gebruik nie;
 - (6) bome of struikgewas afkap, uitroei of verwyder;
 - (7) sakke vul, toemaak, oopmaak of uitskud;
 - (8) tuinwerk doen;
 - (9) kampongs, latrines, buitegeboue of soortgelyke geboue of bouwerke wit of ontsmet;
 - (10) laai of aflaai;
 - (11) vure maak of aan die brand hou, of afvalgoed of as verwyder;
 - (12) hout of kiste, sakke of ander houers merk, brand-merk, sjabloneer of etiketteer;
 - (13) sakke met die hand heelmaak;
 - (14) ’n hystoestel of goederehyser met die hand bedien;
 - (15) by herhaling na ’n vaste gewig weeg of by herha-ling na ’n vaste maat meet;
 - (16) met ’n handgraaf skep;
 - (17) klinkers, steenkool of ander artikels of goedere sorteer;
 - (18) sakke teer;
 - (19) rubber- of ander stempels gebruik waar diskresie of seleksie nie nodig is nie; (xix)
- (iii) „bedryfsinrigting” ’n perseel waarop of in verband waarmee een of meer werknemers in die steenkoolbedryf in diens is; (xv)
- (iv) „bestuurder van ’n motorvoertuig” ’n werknemer wat ’n motorvoertuig bestuur, en by die toepassing van hierdie woordskrywing omvat die uitdrukking „’n motor-voertuig bestuur” alle tyd waarin bestuur word, alle tyd wat die bestuurder aan werk in verband met die voertuig of die wag bestee en alle tyd wat hy verplig is om op sy pos gereed te bly om te bestuur; (xiii)
- (v) „deeltydse werknemer” ’n klerk of ’n arbeider, vrou, wat as sodanig by die week of maand hoogstens dertig gewone werke in ’n week in diens is; (xxi)
- (vi) „die gewig” die gewig van ’n motorvoertuig of sleepwa soos aangegee in ’n lisensie of sertifikaat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik deur ’n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik; (xxv)
- (vii) „faktotum” ’n werknemer wat kleinere herstelwerk of verstellings aan masjinerie, installasie of ander toerus-ting doen of kleinere herstelwerk of opknappings aan geboue verrig; (xviii)
- (viii) „kampongbestuurder” ’n werknemer wat oor ’n kam-pong beheer het en vir die sindelike van die kampong en die tug onder die werknemers wat daarin woon verantwoordelik is; (xii)
- (ix) „klerk” ’n werknemer, uitgesonderd ’n weëfklerek, wat skryf-, tik-, liasseer- of ’n ander soort klerklike werk verrig en omvat dit ook ’n kassier, ’n werknemer wat buite ’n bedryfsinrigting geld insamel, en ’n skakelbord-telefoon, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, ook al vorm klerklike werk deel van so ’n werknemer se werk; (v)
- (x) „klerk, man, gekwalifiseerd,” ’n manlike klerk met minstens vyf jaar ondervinding; (viii)
- (xi) „klerk, man, ongekwalifiseerd,” ’n manlike klerk met minder as vyf jaar ondervinding; (ix)
- (xii) „klerk, vrou, gekwalifiseerd,” ’n vroulike klerk met minstens vier jaar ondervinding; (vi)
- (xiii) „klerk, vrou, ongekwalifiseerd,” ’n vroulike klerk met minder as vier jaar ondervinding; (vii)
- (xiv) „korttyd” ’n tydelike vermindering van die getal gewone werke te wyte aan ’n slapte in die bedryf of ’n tekort aan voorraad; (xxiii)

2. DEFINITIONS.

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

- (i) „artisan” means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression „skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act; (i)
- (ii) „casual employee” means an employee who is employed by the same employer on not more than three days in any week; (xvii)
- (iii) „chargehand” means an employee who is in charge of a group of labourers and who may keep a record of bags or sacks filled; (xx)
- (iv) „checker” means an employee who is engaged in check-ing bags of coal or firewood for delivery and who super-vises the loading of vehicles; (xv)
- (v) „clerk” means an employee, other than a yard clerk, who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, an employee who collects money outside an establishment and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee’s work; (ix)
- (vi) „clerk, female, qualified,” means a female clerk who has had not less than four years’ experience; (xii)
- (vii) „clerk, female, unqualified,” means a female clerk who has had less than four years’ experience; (xiii)
- (viii) „clerk, male, qualified,” means a male clerk who has had not less than five years’ experience; (x)
- (ix) „clerk, male, unqualified,” means a male clerk who has had less than five years’ experience; (xi)
- (x) „coal” includes coke and charcoal; (xxiv)
- (xi) „coal trade” means the trade in which employers and employees are associated for the sale, distribution and preparation for sale of coal or firewood or both, or for any one or more of these activities; (xxv)
- (xii) „compound manager” means an employee who is in charge of a compound and responsible for the cleanliness of the compound and the discipline of the employees housed in the compound; (viii)
- (xiii) „driver of a motor vehicle” means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition the expression „driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (iv)
- (xiv) „emergency work” means any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence or theft, must be done without delay and any work connected with the loading or un-loading of trucks or vehicles of the South African Railways and Harbours; (xix)
- (xv) „establishment” means any premises in or in connection with which one or more employees are employed in the coal trade; (iii)
- (xvi) „experience” means in relation to—
 - (i) a clerk, the total period or periods of employ-ment which an employee has had as a clerk in any trade or in the service of the State;
 - (ii) a yard clerk, the total period or periods of employment which an employee has had in the coal trade as a yard clerk; (xxi)
- (xvii) „grade I employee” means an employee who is engaged in any one or more of the following activities—
 - (1) affixing postage stamps on letters, parcels or other articles or using a manually operated franking machine;
 - (2) assisting an artisan other than by the independent use of tools;
 - (3) delivering messages, letters or goods on foot or by means of a bicycle or other non-power-driven vehicle;
 - (4) folding or enveloping mail;
 - (5) oiling or greasing machinery or vehicles, other than motor vehicles;
 - (6) cooking rations or making or serving tea or similar beverages; (xxxii)
- (xviii) „handyman” means an employee who is engaged in making minor repairs or adjustments to machinery, plant or other equipment, or in effecting minor repairs or renovations to buildings; (vii)

- (xv) „laaimeester” ’n werknemer wat sakke steenkool of brandhout vir aflewering natel en wat oor die laai van voertuie toesig hou; (iv)
- (xvi) „loon” die geldbedrag wat ingevolge klousule 3 (1) aan ’n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat, as ’n werkgewer sy werknemer ten opsigte van sy gewone werkure gereeld ’n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit dié hoër bedrag beteken; (xxvi)
- (xvii) „los werknemer” ’n werknemer wat hoogstens drie dae in enige week by dieselfde werkgewer in diens is; (ii)
- (xviii) „motorvoertuig” ’n kragaangedrewe voertuig wat vir die vervoer van goedere gebruik word en omvat dit ook ’n voorhaker en ’n stoomwa; (xx)
- (xix) „noodwerk” alle werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim gedoen moet word en alle werk in verband met die laai of aflaai van vragwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens; (xiv)
- (xx) „onderbaas” ’n werknemer wat oor ’n groep arbeiders in beheer is en wat die getal gevulde sakke mag opteken; (iii)
- (xxi) „ondervinding” met betrekking tot—
 (i) ’n klerk, die totale tydperk of tydperke wat ’n werknemer as klerk in enige bedryfstak of in die diens van die Staat gewerk het;
 (ii) ’n werfklerk, die totale tydperk of tydperke wat ’n werknemer in die steenkoolbedryf as werfklerk gewerk het; (xvi)
- (xxii) „senior besturende, professionele of administratiewe werknemer” ’n werknemer wat deur sy werkgewer belas is met werk wat die verantwoordelikheid meebring om by die uitvoering van die bedryfsinrigting se werksaamhede besluite van professionele of administratiewe aard te neem; (xxii)
- (xxiii) „sleepwa” enige vervoermiddel wat deur ’n motorvoertuig getrek word; (xxiv)
- (xxiv) „steenkool” ook kooks en houtskool; (x)
- (xxv) „steenkoolbedryf” die bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die verkoop, verspreiding en voorbereiding vir verkoop van steenkool of brandhout of albei, of vir een of meer van hierdie werksaamhede; (xi)
- (xxvi) „wag” ’n werknemer wat die perseel of ander eiendom of goedere bewaak; (xxvii)
- (xxvii) „werfklerk” ’n werknemer wat op ’n steenkoolwerf telefoonoprope behartig, bestellings neem of fakture uitskryf; (xxviii)
- (xxviii) „werfklerk, gekwalifiseerd,” ’n werfklerk met minstens twee jaar ondervinding; (xxix)
- (xxix) „werfklerk, ongekwalifiseerd,” ’n werfklerk met minder as twee jaar ondervinding; (xxx)
- (xxx) „werfvoorman” ’n werknemer—
 (1) wat oor die werknemers op ’n steenkoolwerf die beheer uitoefen;
 (2) wat moet toesien dat sodanige werknemers hulle pligte doeltreffend uitvoer; en
 (3) wat vir die ontvangs en aflewering van goedere verantwoordelik is; (xxx)
- (xxxi) „werknemer graad 1” ’n werknemer wat een of meer van die volgende werksaamhede verrig:—
 (1) Posseëls op briewe, pakkette of ander artikels plak of ’n handfrankemasjien gebruik;
 (2) ’n ambagsman help sonder om gereedskap selfstandig te gebruik;
 (3) boodskappe, briewe of goedere te voet of per trapfiets of ’n ander nie-kragaangedrewe voertuig aflewer;
 (4) pos vou of in koeverte steek;
 (5) masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;
 (6) rantsoene kook of tee of ’n dergelike drank maak of ronddien; (xvii)
- (2) By die toepassing van hierdie Vasstelling word ’n werknemer geag in dié klas te wees waarin hy uitsluitend of hoofsaaklik in diens is.

3. BELONING.*

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

(a) *Werknemers uitgesonderd deeltydse werknemers en los werknemers—*

(i)

	<i>In alle gebiede. Per week. R</i>
Ambagsman.....	26.50
Kampong bestuurder.....	24.00
Klerk, man, gekwalifiseerd.....	23.00

(xix) „labourer” means an employee who is engaged in any one or more of the following activities—

- (1) assisting a wood sawing machine operator by holding wood;
- (2) breaking coal;
- (3) carrying, moving or stacking articles, other than by the use of a power-driven device;
- (4) cleaning premises or machinery, implements, tools, utensils, furniture, vehicles or other articles;
- (5) cutting, breaking, splitting, chopping or otherwise preparing wood for firewood, other than by the use of a machine;
- (6) cutting down, destroying or removing trees or vegetation;
- (7) filling, closing, opening or shaking out bags;
- (8) gardening work;
- (9) limewashing or disinfecting compounds, latrines, outbuildings or similar buildings or structures;
- (10) loading or unloading;
- (11) making or maintaining fires or removing refuse or ashes;
- (12) marking, branding, stencilling or labelling wood or boxes, sacks, bags or other containers;
- (13) mending bags by hand;
- (14) operating a hoist or goods lift by hand;
- (15) repetition weighing to a fixed weight or repetition measuring to a fixed measure;
- (16) shovelling by hand;
- (17) sorting clinkers, coal or other articles or goods;
- (18) tarring bags;
- (19) using rubber or other stamps not involving discretion or selection; (ii)

(xx) „motor vehicle” means any power-driven vehicle used for conveying goods and includes a mechanical horse and a steam wagon; (xviii)

(xxi) „part-time employee” means a clerk or a labourer, female, who is employed as such by the week or month for not more than thirty ordinary hours of work in any week (v);

(xxii) „senior managerial, professional or administrative employee” means an employee who is charged by the employer with the performance of work entailing responsibility for taking decisions of a professional or administrative character in the conduct of the activities of an establishment; (xxii)

(xxiii) „short-time” means a temporary reduction in the number of ordinary hours of work owing to slackness of trade or a shortage of supplies; (xiv)

(xxiv) „trailer” means any conveyance drawn by a motor vehicle; (xxiii)

(xxv) „unladen weight” means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles; (vi)

(xxvi) „wage” means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that, 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; (xvi)

(xxvii) „watchman” means an employee engaged in guarding premises or other property or goods; (xxvi)

(xxviii) „yard clerk” means an employee who is employed at a coal site in attending to telephone calls, taking orders or making out invoices; (xxvii)

(xxix) „yard clerk, qualified,” means a yard clerk who has had not less than two years’ experience; (xxviii)

(xxx) „yard clerk, unqualified,” means a yard clerk who has had less than two years’ experience; (xxix)

(xxxi) „yard foreman” means an employee—

- (1) who exercises control over employees employed on a coal site;
- (2) who is responsible for the efficient performance by such employees of their duties; and
- (3) who is responsible for the receipt and delivery of goods. (xxx)

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

3. REMUNERATION.*

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

(a) *Employees other than part-time employees and casual employees—*

(i)

	<i>In all Areas. Per Week. R</i>
Artisan.....	26.50
Compound manager.....	24.00
Clerk, female, qualified.....	15.65

	<i>In alle gebiede. Per week.</i>
Klerk, man, ongekwalifiseerd—	R
gedurende die eerste jaar ondervinding.....	9.20
gedurende die tweede jaar ondervinding.....	12.00
gedurende die derde jaar ondervinding.....	14.80
gedurende die vierde jaar ondervinding.....	17.60
gedurende die vyfde jaar ondervinding.....	20.30
Klerk, vrou, gekwalifiseerd.....	15.65
Klerk, vrou, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding.....	8.50
gedurende die tweede jaar ondervinding.....	10.25
gedurende die derde jaar ondervinding.....	12.10
gedurende die vierde jaar ondervinding.....	13.90
Werkklerk, gekwalifiseerd.....	12.10
Werkklerk, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding.....	8.50
gedurende die tweede jaar ondervinding.....	10.25
Faktotum.....	16.20
Werkvoorman.....	25.00

	<i>In Transvaal. Per week.</i>	<i>In alle ander gebiede. Per week.</i>
Bestuurder van 'n motorvoertuig, uit- gesonderd 'n stoomwa, waarvan die eie gewig tesame met die eie gewig van enige sleepwa of sleepwaens deur sodanige voertuig getrek—	R	R
(i) hoogstens 6,000 lb is.....	15.00	13.00
(ii) oor 6,000 lb. maar hoogstens 10,000 lb. is.....	18.00	16.00
(iii) oor 10,000 lb. is.....	22.00	21.00
Bestuurder van 'n stoomwa.....	22.00	22.00

	<i>In all Areas. Per Week.</i>
Clerk, female, unqualified—	R
during the first year of experience.....	8.50
during the second year of experience.....	10.25
during the third year of experience.....	12.10
during the fourth year of experience.....	13.90
Clerk, male, qualified.....	23.00
Clerk, male, unqualified—	
during the first year of experience.....	9.20
during the second year of experience.....	12.00
during the third year of experience.....	14.80
during the fourth year of experience.....	17.60
during the fifth year of experience.....	20.30
Yard clerk, qualified.....	12.10
Yard clerk, unqualified—	
during the first year of experience.....	8.50
during the second year of experience.....	10.25
Handyman.....	16.20
Yard foreman.....	25.00

	<i>In the Transvaal. Per Week.</i>	<i>In all other Areas. Per Week.</i>
	R	R
Driver of a motor vehicle, other than a steam wagon, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—		
(i) does not exceed 6,000 lb....	15.00	13.00
(ii) exceeds 6,000 lb. but does not exceed 10,000 lb.....	18.00	16.00
(iii) exceeds 10,000 lb.....	22.00	21.00
Driver of a steam wagon.....	22.00	22.00

(ii)

	<i>In die landdros- distrikte Bellville, die Kaap, Wynberg en Simonstad.</i>	<i>In die munisipale gebiede van Bloemfontein, Durban, Pine- town, Queens- burgh, Welkom en Westville.</i>	<i>In die munisipale gebiede van Oos- Londen en Pietermaritzburg.</i>	<i>In alle ander gebiede.</i>
	<i>Per week.</i>	<i>Per week.</i>	<i>Per week.</i>	<i>Per week.</i>
	R	R	R	R
Laaimeester.....	8.75	7.75	7.50	8.25
Onderbaas.....				
Bediener van 'n houtsaagmasjien.....	8.25	7.25	7.00	7.75
Wag.....				
Arbeider, vrou.....	5.80	5.00	4.80	5.40
Arbeider, man, onder 18 jaar oud.....	5.40	4.70	4.50	5.00
Arbeider, man, 18 jaar oud of ouer—				
gedurende die eerste twaalf maande ná hierdie vasstelling in werking tree.....	6.75	5.50	5.25	6.00
gedurende die tweede twaalf maande ná hierdie vasstelling in werking tree.....	7.00	6.00	5.75	6.50
daarna.....	7.25	6.25	6.00	6.75
Werknemer wat in hierdie subklousule nie uitdruklik vermeld word nie.....	8.00	7.00	6.75	7.50
Werknemer graad I.....	7.65	6.65	6.40	7.15

(ii)

	<i>In the Magisterial Districts of Bell- ville, the Cape, Wynberg and Simonstown.</i>	<i>In the municipal areas of Bloem- fontein, Durban, Pinetown, Queens- burgh, Welkom and Westville.</i>	<i>In the municipal areas of East London and Pietermaritzburg.</i>	<i>In all other areas.</i>
	<i>Per Week.</i>	<i>Per Week.</i>	<i>Per Week.</i>	<i>Per Week.</i>
	R	R	R	R
Checker.....	8.75	7.75	7.50	8.25
Chargehand.....				
Operator of a wood sawing machine.....	8.25	7.25	7.00	7.75
Watchman.....				
Labourer, female.....	5.80	5.00	4.80	5.40
Labourer, male, under 18 years of age.....	5.40	4.70	4.50	5.00
Labourer, male, 18 years of age or over—				
during the first twelve months after the coming into operation of this determination.....	6.75	5.50	5.25	6.00
during the second twelve months after the coming into opera- tion of this determination.....	7.00	6.00	5.75	6.50
thereafter.....	7.25	6.25	6.00	6.75
Employee not elsewhere in this sub-clause specifically mentioned	8.00	7.00	6.75	7.50
Grade I employee.....	7.65	6.65	6.40	7.15

- (b) *Los werknemer*.—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag, wat dieselfde klas werk verrig as wat van die los werknemer vereis word: Met dien verstande dat, as die werkgewer vereis dat sy los werknemer die werk verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking „weekloon” beteken die weekloon voorgeskryf vir 'n gekwalifiseerde werknemer van dié klas, en voorts met dien verstande dat, as die werkgewer vereis dat sy los werknemer 'n tydperk van hoogstens vier opeenvolgende ure op enige dag werk, sy loon met hoogstens vyftig persent verminder mag word.
- (c) *Deeltydse werknemer*.—'n Deeltydse werknemer moet minstens sestig persent betaal word van die loon voorgeskryf vir 'n werknemer in dieselfde gebied, van dieselfde klas en geslag en met dieselfde ondervinding.
- (2) *Kontrakbasis*.—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens die bepalings van klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat in sub-klousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk voorgeskryf word en wel ongeag die vraag of hy in so 'n week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, dan wel minder, gewerk het.
- (3) *Differensiële loon*.—'n Werkgewer wat vereis of toelaat dat 'n lid van een klas van sy werknemers langer as altesaam een uur op enige dag, hetsy benewens sy eie werk of in die plek daarvan, werk verrig van 'n ander klas waarvoor hetsy—
- (a) 'n hoër loon as dié van sy eie klas; of
 - (b) 'n stygende tarief wat uitloop op 'n hoër loon as dié van sy eie klas,
- in subklousule (1) voorgeskryf word, moet vir dié dag aan so 'n werknemer as volg betaal—
- (i) in die geval in paragraaf (a) vermeld, minstens die dagloon bereken teen die hoër tarief; en
 - (ii) in die geval in paragraaf (b) vermeld, minstens die dagloon bereken op die kerf in die stygende tarief net bo die loon wat die werknemer vir sy gewone werk ontvang het:
- Met dien verstande—
- (i) dat die bepalings van hierdie subklousule nie van toepassing is wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus nie;
 - (ii) dat, tensy in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling só uitgelê mag word dat dit 'n werkgewer belet om te vereis dat 'n werknemer 'n ander klas werk verrig waarvoor die voorgeskryfde loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.
- (4) *Loonberekening*.—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—
- (i) vyf as hy 'n werkweek van vyf dae het;
 - (ii) ses in die geval van enige ander werknemer.
- (b) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.
- (c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal van die gewone weeklikse werkure wat in klousule 5 vir 'n werknemer van sy klas voorgeskryf word.

4. BETALING VAN BELONING.

- (1) *Werknemers uitgesonderd los werknemers*.—Behoudens die bepalings van klousule 6 (4), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek, betaal word gedurende die werkure op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal, of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n koevert of houer wees waarop aangegeef word of wat vergesel gaan van 'n staat wat aantoon—
- (a) die werkgewer se naam;
 - (b) die werknemer se naam of sy nommer in die betaalstaat en sy beroep;
 - (c) die getal gewone werkure wat die werknemer gewerk het;
 - (d) die getal ure wat die werknemer oortyd gewerk het;
 - (e) die werknemer se loon;
 - (f) die besonderhede omtrent enige ander beloning ter sake van die werknemer se diens;
 - (g) die besonderhede omtrent enige bedrae wat afgetrek is;
 - (h) die werklike bedrag wat aan die werknemer betaal word; en
 - (i) die tydperk waarvoor die betaling geskied;
- en die koevert of houer waarop hierdie inligting aangegee word of sodanige staat word die eiendom van die werknemer.

- (b) *Casual Employee*.—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed the expression “weekly wage” shall mean the weekly wage prescribed for a qualified employee of that class and provided further that where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than fifty per cent.
- (c) *Part-time Employee*.—A part-time employee shall be paid not less than sixty per cent of the wage prescribed for an employee in the same area of the same class and sex and with the same experience.
- (2) *Basis of Contract*.—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1), read with sub-clause (3), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 5, or less.
- (3) *Differential Wage*.—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either—
- (a) a wage higher than that of his own class, or
 - (b) a rising scale of wages terminating in a wage higher than that of his own class,
- is prescribed in sub-clause (1), shall pay to such employee in respect of that day—
- (i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate; and
 - (ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:
- Provided—
- (i) that the provisions of this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on age, experience or sex;
 - (ii) that, unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.
- (4) *Calculation of Wages*.—(a) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by—
- (i) five, in the case of an employee who works a five-day week;
 - (ii) six, in the case of any other employee.
- (b) The monthly wage of an employee shall be four and a third times his weekly wage.
- (c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the ordinary weekly hours of work prescribed in clause 5 for an employee of his class.

4. PAYMENT OF REMUNERATION.

- (1) *Employees other than casual employees*.—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee in cash or by cheque monthly, during the hours of work on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in an envelope or container, on which shall be recorded or which shall be accompanied by a statement showing—
- (a) the employer's name;
 - (b) the employee's name or pay roll number and occupation;
 - (c) the number of ordinary hours of work worked by the employee;
 - (d) the number of overtime hours worked by the employee;
 - (e) the employee's wage;
 - (f) the details of any other remuneration arising out of the employee's employment;
 - (g) the details of any deductions made;
 - (h) the actual amount paid to the employee; and
 - (i) the period in respect of which payment is made;
- and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

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

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

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

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

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

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystand-, versekerings-, spaar-, voorsorg- of pensioenfonds of vir ledegelde van vakverenigings;
- (b) behoudens andersluidende bepalings in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever uit sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loer wat so 'n werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
- (c) iedere bedrag wat 'n werkgever regtens of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) wanneer 'n werknemer daarmee instem, of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word om kos en inwoning of kos of inwoning van sy werkgever aan te neem, 'n bedrag hoogstens gelyk aan onderstaande bedrae—

Per week. Per maand.

	R	R
(i) Kos.....	0.80	3.47
(ii) Inwoning.....	0.40	1.73
(iii) Kos en inwoning.....	1.20	5.20;

(e) wanneer die gewone werkure in klousule 5 voorgeskryf weens korttyd verminder word, 'n bedrag gelyk aan die werknemer (uitgesonderd 'n los werknemer) se uurloon vir elke uur van sodanige vermindering: Met dien verstande—

- (i) dat geen aftrekking ten opsigte van korttyd wat deur 'n slapte in die bedryf ontstaan, geskied nie, tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
- (ii) dat ten opsigte van korttyd weens 'n tekort aan voorrade geen aftrekking geskied vir die eerste uur waarin daar nie gewerk word nie, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;
- (f) ten opsigte van 'n ander openbare vakansiedag as Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag waarop die werknemer op eie versoek toegelaat word om nie te werk nie, 'n bedrag gelyk aan sy dagloon;
- (g) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het aan huur van 'n huis, of aan huisvesting in 'n tehuis, wat die werknemer in 'n lokasie of Naturelledorp onder die beheer van so 'n raad of ander plaaslike bestuur bewoon.

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

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

- (a) in die geval van 'n werknemer, uitgesonderd 'n deeltydse werknemer of 'n los werknemer, wat ses dae per week werk—
 - (i) ses-en-veertig in enige week van Maandag tot en met Saterdag; en
 - (ii) behoudens die bepalings van subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigen van die orige dae tot agt en 'n half verleng kan word;
- (b) in die geval van 'n werknemer, uitgesonderd 'n deeltydse werknemer of 'n los werknemer, wat vyf dae per week werk—
 - (i) ses-en-veertig in enige week van Maandag tot en met Vrydag; en
 - (ii) behoudens die bepalings van subparagraaf (i) hiervan, nege en 'n kwart op enige dag;

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

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

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

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

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

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

Per Week. Per Week.

	R	R
(i) Board.....	0.80	3.47
(ii) Lodging.....	0.40	1.73
(iii) Board and lodging.....	1.20	5.20

(e) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction to the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided—

- (i) that no deduction shall be made in the case of short-time arising out of slackness of trade, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
- (ii) that no deduction shall be made in the case of short-time owing to a shortage of supplies, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;
- (f) a deduction of an amount equal to his daily wage in respect of any public holiday other than New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, on which the employee at his own request is permitted not to work;
- (g) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Native village under the control of such council or other local authority.

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

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

- (a) in the case of an employee, other than a part-time employee or a casual employee, who works a six-day week—
 - (i) forty-six in any week from Monday to Saturday, inclusive; and
 - (ii) subject to sub-paragraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and one-half;
- (b) in the case of an employee, other than a part-time employee or a casual employee, who works a five-day week—
 - (i) forty-six in any week from Monday to Friday, inclusive; and
 - (ii) subject to sub-paragraph (i) hereof, nine and one-quarter on any day;

- (c) in die geval van 'n deeltydse werknemer, dertig in 'n week van Maandag tot en met Saterdag, en vyf op 'n dag;
- (d) in die geval van 'n los werknemer, agt en 'n half op 'n dag.
- (2) *Etenspouses.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer meer as vyf uur aaneen werk sonder 'n etenspouse van minstens een uur waarin so 'n werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en dié pouse word geag geen deel van die gewone werkure of oortydwerk te vorm nie: Met dien verstande—
- (i) dat, behalwe wanneer bepaling (iv) of (vi) van toepassing is, werktye wat onderbreek word deur pouses van minder as 'n uur, geag word aaneen te loop;
- (ii) dat, as so 'n pouse langer as 'n uur is, die tyd bo een en 'n kwart uur geag word tyd te wees waarin daar gewerk is;
- (iii) dat 'n bestuurder van 'n motorvoertuig wat in so 'n pouse geen ander werk verrig as om in beheer oor die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word in dié pouse nie te gewerk het nie;
- (iv) dat 'n werkgewer met sy werknemer kan ooreenkom om die duur van so 'n etenspouse tot uiters 'n halfuur te verkort, en in dié geval en nadat die werkgewer 'n weergawe van dié ooreenkom by die Afdelingsinspekteur, Departement van Arbeid, van sy gebied ingedien het, kan die etenspouse aldus verkort word;
- (v) dat hoogstens een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag geag word geen deel van die gewone werkure te wees nie;
- (vi) dat, wanneer op enige dag 'n werkgewer omrede van oortydwerk verplig is om 'n werknemer 'n tweede etenspouse te gee, sodanige pouse op versoek van die werknemer tot vyftien minute verminder kan word mits die totale periode wat die werknemer ná die eerste etenspouse van die dag werk hoogstens sewe uur is.
- (3) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke werkperiode in die voor- en namiddag, aan elkeen van sy werknemers 'n ruspouse van minstens tien minute toestaan waarin die werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en so 'n pouse word geag deel van die gewone werkure van so 'n werknemer te vorm.
- (4) *Werkure moet opeenvolgend wees.*—Behoudens die bepalinge van subklousule (3), moet alle werkure van 'n werknemer op iedere dag op mekaar volg.
- (5) *Oortyd.*—Alle tyd, behalwe op 'n Sondag, wat 'n werknemer langer as die getal gewone werkure in subklousule (1) voorgeskryf gewerk het, is oortyd.
- (6) *Beperking van oortyd.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer langer oortyd werk nie as—
- (a) in die geval van 'n los werknemer, twee uur op 'n dag;
- (b) in die geval van 'n deeltydse werknemer, ses uur in 'n week;
- (c) in die geval van 'n werknemer wat uitsluitend of hoofsaaklik met die aflewering van goedere te doen het, twaalf uur in 'n week;
- (d) in die geval van enige ander werknemer, tien uur in 'n week.
- (7) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen 'n tarief van minstens—
- (a) wat 'n los werknemer betref, een en 'n derde maal sy gewone loon ten opsigte van die hele tydperk wat sodanige werknemer op enige dag aldus gewerk het;
- (b) wat enige ander werknemer betref, een en 'n derde maal sy gewone loon ten opsigte van die hele tydperk wat sodanige werknemer in enige week aldus gewerk het.
- (8) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule geld nie vir 'n senior besturende, professionele of administratiewe werknemer indien en terwyl so 'n werknemer gereeld 'n beloning teen 'n tarief van minstens R160 per maand ontvang nie en ook nie vir 'n kampongbestuurder of vir 'n wag nie.
- (b) Die bepalinge van subklousules (2), (3), (4) en (6) geld nie vir 'n werknemer onderwyl hy noodwerk verrig nie.
- (c) Die bepalinge van subklousule (3) geld nie vir 'n bestuurder van 'n motorvoertuig, 'n arbeider wat sodanige bestuurder versesel of 'n arbeider wat steenkool of hout laai of aflaai nie.

6. JAARLIKSE VERLOF.

- (1) Behoudens die bepalinge van subklousule (2), moet 'n werk-gewer aan sy werknemer, uitgesonderd 'n los werknemer, op iedere voltooide tydperk van twaalf maande in sy diens toestaan—
- (a) wat 'n kampongbestuurder of 'n wag betref, een-en-twintig opeenvolgende kalenderdae verlof;
- (b) aan iedere ander werknemer, veertien opeenvolgende kalenderdae verlof,
- en moet hy so 'n werknemer ten opsigte van sodanige verlof betaal—
- (i) wat 'n werknemer in paragraaf (a) vermeld betref, 'n bedrag van minstens drie maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is;
- (ii) wat 'n werknemer in paragraaf (b) vermeld betref, 'n bedrag van minstens twee maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is.

- (c) in the case of a part-time employee, thirty in any week from Monday to Saturday, inclusive, and five on any day;
- (d) in the case of a casual employee, eight and one-half on any day.
- (2) *Meal Intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided—
- (i) that periods of work interrupted by intervals of less than one hour, except when provision (iv) or (vi) applies, shall be deemed to be continuous;
- (ii) that, if such interval be longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked;
- (iii) that a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this sub-clause not to have worked during such interval;
- (iv) that an employer may agree with his employee to reduce the period of such meal interval to not less than half-an-hour, and in that event and after the employer has lodged a statement of such agreement with the Divisional Inspector, Department of Labour, for his area, the meal interval may be so reduced;
- (v) that not more than one such interval during the ordinary hours of work of an employee on any day shall be deemed not to form part of the ordinary hours of work;
- (vi) that when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to fifteen minutes so long as the total period worked by the employee after the first meal interval of the day does not exceed seven hours.
- (3) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes as near as practicable in the middle of each morning and afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.
- (4) *Hours of Work to be Consecutive.*—Save as provided in sub-clause (3), all hours of work of an employee on any day shall be consecutive.
- (5) *Overtime.*—All time worked by an employee other than on a Sunday, in excess of the number of ordinary hours of work prescribed in sub-clause (1) shall be overtime.
- (6) *Limitation of Overtime.*—An employer shall not require or permit an employee to work overtime for more than—
- (a) in the case of a casual employee, two hours on any day;
- (b) in the case of a part-time employee, six hours in any week;
- (c) in the case of an employee who is wholly or mainly engaged in the delivery of goods, twelve hours in any week;
- (d) in the case of any other employee, ten hours in any week.
- (7) *Payment for Overtime.*—An employer shall pay an employee who works overtime at a rate of not less than—
- (a) in the case of a casual employee, one and one-third times his ordinary wage in respect of the total period so worked by such employee on any day;
- (b) in the case of any other employee, one and one-third times his ordinary wage in respect of the total period so worked by such employee in any week.
- (8) *Savings.*—The provisions of this clause shall not apply to a senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of regular remuneration at a rate of not less than R160 per month nor to a compound manager or a watchman.
- (b) The provisions of sub-clauses (2), (3), (4) and (6) shall not apply to an employee while he is engaged on emergency work.
- (c) The provisions of sub-clause (3) shall not apply to a driver of a motor vehicle, a labourer accompanying such driver or to a labourer engaged in loading or unloading coal or wood.
6. ANNUAL LEAVE.
- (1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of twelve months of employment with him—
- (a) in the case of a compound manager or a watchman, twenty-one consecutive calendar days' leave,
- (b) in the case of every other employee, fourteen consecutive calendar days' leave,
- and shall pay such employee in respect of such leave—
- (i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage to which he is entitled as from the first day of the leave;
- (ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage to which he is entitled as from the first day of the leave.

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

- (i) dat, as sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalings van subklousule (3), só toegestaan word dat dit begin binne vier maande ná voltooiing van die twaalf maande diens waarop dit betrekking het; of dat, as die werkgewer en die werknemer voor die verstryking van gemelde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer toestaan vanaf 'n datum uiterlik twee maande ná die verstryking van die gemelde tydperk van vier maande;
 - (ii) dat die tydperk van verlof nie saamval met siekteverlof wat ingevolge klousule 7 toegestaan is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, nie;
 - (iii) dat, as Nuwejaarsdag, Goëe Vrydag, Hemelvaartdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal word;
 - (iv) dat 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande diens waarop die verloftyd betrekking het, van sodanige tydperk van verlof kan aftrek.
- (3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgewer die verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens laat ooploop: Met dien verstande—

- (i) dat so 'n werknemer sodanige versoek doen binne vier maande ná afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en
 - (ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van die twee datums.
- (b) Die bepalings van subklousule (2) geld *mutatis mutandis* vir die verlof in hierdie subklousule bedoel.

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

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

- (a) wat 'n werknemer in paragraaf (a) van subklousule (1) vermeld betref, een vierde van die weekloon, en
- (b) wat 'n werknemer in paragraaf (b) van subklousule (1) vermeld betref, een sesde van die weekloon,

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

- (i) wat sy diens verlaat sonder die opsegging wat by klousule 12 voorgeskryf word, tensy die werkgewer van sodanige opsegging afgesien het of die werknemer die werkgewer in plaas van die opsegging betaal het; of
- (ii) wat sy diens sonder regsgeldige rede verlaat; of
- (iii) wat deur sy werkgewer sonder kennisgewing ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regens genoegsaam is,

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

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

(7) By die toepassing van hierdie klousule word die uitdrukking „diens” geag ook elke tydperk te omvat ten opsigte waarvan 'n werkgewer ingevolge klousule 12 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee en teweens alle tydperke waarin 'n werknemer afwesig is—

- (a) met verlof ingevolge hierdie klousule;
- (b) met siekteverlof ingevolge klousule 7;
- (c) op las of versoek van sy werkgewer;
- (d) vir militêre opleiding ingevolge die Verdedigingswet, 1957,

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

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Wastelling tot 'n tydperk van jaarlikse verlof ingevolge enige wet geregtig geword het, op die datum waarop so 'n werknemer die vorige maal geregtig geword het tot verlof ingevolge so 'n wet;

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

- (i) that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve 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 as from a date not later than two months after the expiration of the said period of four months;
- (ii) that the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees thereto in writing, with any period of military training under the Defence Act, 1957;
- (iii) that if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;
- (iv) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates.

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

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

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

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

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

- (a) in the case of an employee referred to in paragraph (a) of sub-clause (1), one-fourth, and,
- (b) in the case of an employee referred to in paragraph (b) of sub-clause (1), one-sixth,

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

- (i) who leaves his employment without having given the notice prescribed in clause 12, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient; or
- (iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

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

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

(7) For the purpose of this clause the expression “employment” shall be deemed to include any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice and also any periods during which an employee is absent—

- (a) on leave in terms of this clause;
- (b) on sick leave in terms of clause 7;
- (c) on the instructions or at the request of his employer;
- (d) undergoing any military training in pursuance of the Defence Act, 1957,

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

- (i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

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

7. SIEKTEVERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, die volgende toestaan:—

- (a) In die geval van 'n werknemer wat 'n werkweek van vyf dae het, altesaam minstens twintig werkdade, en
- (b) in die geval van iedere ander werknemer, altesaam minstens vier-en-twintig werkdade,

siekteverlof gedurende elke tydkring van vier-en-twintig opeenvolgende maande diens by hom, en moet hy so 'n werknemer vir elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende so 'n tydperk gewerk het: Met dien verstande—

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

(2) Voordat 'n werkgever 'n bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk gedurende 'n tydperk wat strek oor meer as drie opeenvolgende kalenderdae kan hy vereis dat die werknemer 'n sertifikaat voorleë wat deur 'n geneesheer geteken is en wat die aard en duur van die werknemer se ongeskiktheid vermeld: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt opeenvolgende weke betaling kragtens hierdie klousule by twee of meer geleenthede ontvang het sonder om sodanige sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik ná die laaste sodanige geleentheid kan vereis dat hy ten opsigte van enige afwesigheid sodanige sertifikaat voorleë.

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

(4) By die toepassing van hierdie klousule—

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

(ii) in the case of an employee who was in employment before the coming into force of this Determination and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.

7. SICK LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—

- (a) in the case of an employee who works a five-day week, not less than twenty work days', and
- (b) in the case of every other employee, not less than twenty-four work days'.

sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this sub-clause not less than the wage he would have received had he worked during such period: Provided—

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

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight consecutive weeks received payment in terms of this clause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

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

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

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

(iv) vir militêre opleiding ingevolge die Verdedigingswet, 1957,

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

(b) beteken „ongeskiktheid” die onvermoë om te werk weens siekte of besering, behalwe as dit veroorsaak is deur—

(i) 'n werknemer se eie wangedrag;

(ii) 'n ongeluk binne die bedoeling van die Ongevallewet, 1941.

8. OPENBARE VAKANSIEDAE EN SONDAE.

(1) Behoudens die bepalings van klousule 4 (6), moet 'n werkgever aan 'n werknemer wat op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag nie werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag werk, moet sy werkgever hom, behoudens die bepalings van klousule 4 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus 'n bedrag bereken teen 'n tarief van minstens sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige dag gewerk het. Met dien verstande dat, as vereis of toegelaat word dat die werknemer minder as vier uur op so 'n dag werk, hy geag word vier uur te gewerk het.

(3) Vergoeding vir werk op 'n Sondag.—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever of—

(a) die werknemer—

(i) indien hy aldus 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;

(ii) indien hy aldus 'n tydperk van meer as vier uur werk, teen 'n tarief van minstens dubbel sy gewone loon betaal ten opsigte van die hele tydperk wat hy op bedoelde Sondag werk, of minstens dubbel sy dagloon, watter ook al die meeste is, of

(b) die werknemer teen 'n tarief van een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op bedoelde Sondag werk en hom binne sewe dae vanaf dié Sondag een dag verlof toegestaan en hom ten opsigte daarvan minstens sy dagloon betaal. Met dien verstande dat, as vereis of toegelaat word dat so 'n werknemer minder as vier uur op bedoelde Sondag werk, hy geag word vier uur te gewerk het.

(4) Die bepalings van hierdie klousule geld nie vir 'n senior besturende, professionele of administratiewe werknemer indien en terwyl sodanige werknemer gereeld beloning teen 'n tarief van minstens R180 per maand ontvang, en ook nie vir 'n kampong-bestuurder of 'n los werknemer of 'n wag nie.

9. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

(1) 'n Werkgever moet alle uniforms, oorpakke of ander beskermende klere wat hy vereis dat sy werknemer dra of wat enige wet of regulasie hom verplig om aan sy werknemer te verskaf, gratis verskaf en in bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke of ander beskermende klere bly die eiendom van die werkgever.

(2) 'n Werkgever moet 'n werknemer wat sakke steenkool of brandhout moet optel, laai of dra gratis voorsien van geskikte materiaal om kop, nek en skouers te beskerm.

10. DIENSSERTIFIKAAT.

Op versoek van 'n werknemer, uitgesonderd 'n los werknemer, moet sy werkgever, wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, aan die betrokke werknemer 'n dienssertifikaat gee wat in hoofsaak die vorm het soos in die Bylae tot hierdie Vasstelling voorgeskryf en waarin die volle naam van die werkgever en van sy werknemer, die beroep van die werknemer, die aanvangs- en die beëindigingsdatum van die kontrak en die werknemer se weekloon ten tyde van die datum van sodanige beëindiging aangegee word.

11. VERBOD OP INDIENSNEMING.

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

12. BEÏNDIGING VAN DIENSKONTRAK.

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

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

(iv) undergoing military training in pursuance of the Defence Act, 1957,

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

(b) “incapacity” means inability to work owing to any sickness or injury other than that caused by—

(i) an employee's own misconduct;

(ii) an accident within the meaning of the Workmen's Compensation Act, 1941.

8. PUBLIC HOLIDAYS AND SUNDAYS.

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

(2) Whenever an employer works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day his employer shall, save as provided in clause 4 (6), pay him for the week in which such day falls not less than his weekly wage, plus an amount calculated at a rate not less than his ordinary wage in respect of the total period worked by him on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(3) Compensation for Work on a Sunday.—Whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee—

(i) if he so works for a period not exceeding four hours, not less than his daily wage;

(ii) if he so works for a period exceeding four hours, at a rate not less than double his ordinary wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or

(b) pay him at a rate of not less than one-and-one-third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday, he shall be deemed to have worked for four hours.

(4) The provisions of this clause shall not apply to a senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of regular remuneration at a rate of not less than R180 per month nor to a compound manager or a casual employee or a watchman.

9. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

(1) An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall or other protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee and any such uniform, overall or other protective clothing shall remain the property of the employer.

(2) An employer shall provide free of charge to his employee engaged in lifting, loading or carrying bags of coal or firewood suitable material as a protection for his head, neck and shoulders.

10. CERTIFICATE OF SERVICE.

At the request of an employee, other than a casual employee, his employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish such employee with a certificate of service, substantially in the form prescribed in the Schedule to this Determination, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the employee's weekly wage at the date of such termination.

11. PROHIBITION OF EMPLOYMENT.

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

(a) during the first four weeks of employment, not less than one work day's notice;

- (b) ná die eerste vier weke diens, in die geval van 'n werknemer wat by die week betaal word, minstens een week;
- (c) ná die eerste vier weke diens, in die geval van 'n werknemer wat by die maand betaal word, minstens twee weke.

voortuit op; of 'n werkgever of 'n werknemer kan die kontrak sonder opsegging beëindig deur in plaas van sodanige opsegging aan die werknemer of aan die werkgever, na gelang van die geval, minstens die volgende te betaal:—

- (i) In die geval van een werkdag opsegging, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval van 'n week opsegging, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (iii) in die geval van twee weke opsegging, dubbel die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang:

Met dien verstande dat hierdeur onaangetas gelaat word—

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

Met dien verstande voorts dat, indien die loon van 'n werknemer teen die datum van die beëindiging reeds weens korttyd verminder is en die werkgever hom betaal in plaas van sy diens op te se, die uitdrukking „ten tyde van sodanige beëindiging ontvang” geag word te beteken „ten tyde van sodanige beëindiging sou ontvang het as geen aftrekkings weens korttyd gedoen was nie”.

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

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

- (i) dat die opseggingstermyn nie mag saamval met en die opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of enige tydperk van militêre opleiding wat die werknemer ingevolge die Verdedigingswet, 1957, ondergaan nie;
- (ii) dat gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 opsegging nie mag geskied nie.

(4) Ondanks andersluidende bepalings in hierdie Vasstelling kan 'n werkgever in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder opsegging of sonder om sy werkgever in plaas van opsegging te betaal, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepalings van hierdie Vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom in plaas van opsegging sou moes betaal het.

13. DAGREGISTER.

(1) 'n Werkgever moet sy bestuurder van 'n motorvoertuig voorsien van 'n dagregister wat vir sover doenlik die volgende vorm het:—

DAAGLIKSE OPGAWE

Naam van werkgever _____
 Naam van bestuurder van motorvoertuig _____
 Datum _____
 Tyd waarop werk begin het _____ vm./nm. _____ vm./nm.
 Tyd waarop werk opgehou het _____ vm./nm. _____ vm./nm.
 Getal ure gewerk _____
 Etenstye van _____ vm./nm.
 tot _____ vm./nm.
 Besonderhede van enige ongeluk of vertraging _____

Handtekening van bestuurder van motorvoertuig.

Datum _____ 19 _____

(2) Iedere bestuurder van 'n motorvoertuig moet in die dagregister in subklousule (1) vermeld oor elke dag se werk 'n daaglikse opgawe in duplo hou en binne vier-en-twintig uur ná voltooiing van die dag se werk waarop dit betrekking het, 'n afskrif daarvan by sy werkgever indien.

(3) Elke werkgever moet die afskrif van die daaglikse opgawe wat ingevolge subklousule (2) by hom ingedien is, drie jaar lank ná sodanige indiening bewaar.

(b) in the case of an employee paid weekly, not less than one week's notice after the first four weeks of employment;

(c) in the case of an employee paid monthly, not less than two weeks' notice after the first four weeks of employment;

notice of termination of contract, 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—

- (i) in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;
- (ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination;
- (iii) in the case of two weeks' notice, double the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

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

Provided further that where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression “is receiving at the time of such termination” shall, when an employer pays an employee in lieu of notice, be deemed to mean “would have received at the time of such termination if no deductions had been made in respect of short-time”.

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

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

- (i) that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;
- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.

(4) Notwithstanding anything to the contrary in this Determination, where an employee terminates his contract of employment by leaving his employment without notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Determination, an amount of not more than that which such employee would have had to pay him in lieu of notice.

13. LOG BOOK.

(1) An employer shall provide his driver of a motor vehicle with a log book as nearly as practicable in the following form:—

DAILY LOG

Name of employer _____
 Name of driver of motor vehicle _____
 Date _____
 Time of starting work _____ a.m./p.m. _____ a.m./p.m.
 Time of finishing work _____ a.m./p.m. _____ a.m./p.m.
 Number of hours worked _____
 Meal hours from _____ a.m./p.m.
 to _____ a.m./p.m.
 Particulars of any accident or delay _____

Date _____ 19 _____ Signature of Driver of Motor Vehicle.

(2) Every driver of a motor vehicle shall, in the log book referred to in sub-clause (1), keep a daily log in duplicate in respect of each day's work and shall within twenty-four hours of the completion of the day's work to which it relates deliver a copy thereof to his employer.

(3) Every employer shall retain the copy of the daily log, which in terms of sub-clause (2) has been delivered to him, for a period of three years subsequent to such delivery.

BYLAE.

Ek/Ons (a) _____
 wat in die Steenkoolbedryf sake doen te _____

 verklaar hierby dat mnr./mev./mej. _____
 in my/ons (a) diens was van die _____
 dag van _____ 19 _____ tot die _____
 dag van _____ 19 _____ as (b) _____
 By diensbeëindiging was sy/haar (a) loon _____ rand
 sent per week.

*Handtekening van werkgewer of
 gemagtigde verteenwoordiger.*

Datum _____

- (a) Skrap wat nie van toepassing is nie.
 (b) Meld die beroep waarin die werknemer uitsluitend of hoofsaaklik
 in diens was, bv., klerk, arbeider.

No. R. 430.] [20 Maart 1964.
 WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-
 KOSTETOELAE BETAALBAAR INGEVOLGE
 OORLOGSMAATREËL No. 43 VAN 1942, SOOS
 GEWYSIG.

STEENKOOLBEDRYF, SEKERE GEBIEDE.

Namens die Minister van Arbeid, skort ek, MARAIS
 VILJOEN, Adjunk-minister van Arbeid, kragtens die
 bepalings van subregulasie (1) van regulasie 4 van die
 regulasies gepubliseer by Oorlogsmaatreël No. 43 van
 1942, soos gewysig, hierby die toepassing van genoemde
 regulasies op ten opsigte van alle werknemers vir wie lone
 voorgeskryf word in klousule 3 van die Loonvasstelling
 vir die Steenkoolbedryf, Sekere Gebiede, gepubliseer by
 Goewermentskennisgewing No. R. 429 van 20 Maart 1964.

M. VILJOEN,
 Adjunk-minister van Arbeid.

SCHEDULE.

I/We (a) _____
 carrying on business in the Coal Trade at _____

 hereby certify that Mr./Mrs./Miss _____
 was employed by me/us (a) from the _____
 day of _____ 19 _____ to the _____
 day of _____ 19 _____ in the occupation of _____
 (b) _____ At the termination of
 employment his/her (a) wage was _____ rand
 cents per week.

*Signature of Employer or
 Authorised Representative.*

Date _____

- (a) Delete whichever inapplicable.
 (b) State occupation in which employee was wholly or mainly
 engaged, e.g., clerk, labourer.

No. R. 430.] [20 March 1964.
 WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING
 ALLOWANCES PAYABLE UNDER WAR
 MEASURE No. 43 OF 1942, AS AMENDED.

COAL TRADE, CERTAIN AREAS.

On behalf of the Minister of Labour, I, MARAIS
 VILJOEN, Deputy-Minister of Labour, in terms of sub-
 regulation (1) of regulation 4 of the regulations published
 under War Measure No. 43 of 1942, as amended, hereby
 suspend the operation of the said regulations in respect of
 all employees for whom wages are prescribed in clause 3
 of the Wage Determination for the Coal Trade, Certain
 Areas, published under Government Notice No. R. 429
 of the 20th March, 1964.

M. VILJOEN,
 Deputy-Minister of Labour.

INHOUD.

No.	Departement van Arbeid. GOEWERMENTSKENNISGEWINGS.	BLADSY
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Koop Nasionale Spaarsertifikate

Buy National Savings Certificates