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GOEWERMENTSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. R. 449.]

[26 Maart 1965.]

LOONWET No. 5 VAN 1957.**LOONVASSTELLING No. 262.****PADMAAKBEDRYF, 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 Padmaakbedryf gemaak het en die 19de dag van April 1965, bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

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

Hierdie Vasstelling is van toepassing op alle werknemers, uitgesonderd bestuurders, in diens in die Padmaakbedryf in die volgende gebiede:—

Kaapprovinsie.—Die landdrostdistrikte Bellville, die Kaap, Oos-Londen, Kimberley, Port Elizabeth, Simonstad en Wynberg en die munisipale gebied van Kuilsrivier;

Natal.—Die landdrostdistrikte Durban, Inanda, Pinetown en Pietermaritzburg;

Oranje-Vrystaat.—Die landdrostdistrikte Bloemfontein, Kroonstad, Odendaalsrus, Sasolburg, Virginia en Welkom;

Transvaal.—Die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Klerksdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark en Vereeniging;

en op die werkgewers van sodanige werknemers.

2. WOORDOMSKRYWINGS.

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

„ambagsman” ’n werknemer wat werk doen wat gewoonlik deur ’n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomskrywing beteken die uitdrukking „geskoolde ambagsman” iemand wat sy vakleerlingskap gedien het in ’n bedryf wat aangewys is of geag word aangevys te wees kragtens die Wet op Vakleerlinge, 1944, of wat ’n vaardigheidsertifikaat besit wat aan hom uitgereik is deur die Registrateur van Vakleerlinge kragtens artikel *ses* van die Wet op Opleiding van Ambagsmanne, 1951, of ’n sertifikaat aan hom uitgereik deur genoemde Registrateur kragtens of artikel *twee* (7) of artikel *sewe* (3) van genoemde Wet;

„onderbaas” ’n werknemer wat, onder die algemene toesig van ’n voorman, beheer het oor ’n groep werknemers, uitgesonderd slegs arbeiders, en wat verantwoordelik is vir die doeltreffende verrigting van hulle pligte deur hulle;

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. R. 449.]

[26 March 1965.]

WAGE ACT, No. 5 OF 1957.**WAGE DETERMINATION No. 262.****ROADMAKING INDUSTRY, 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 Roadmaking Industry and has fixed the 19th day of April, 1965, as the date from which the provisions of the said Determination shall be binding.

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

This Determination shall apply to all employees, other than managers, employed in the Roadmaking Industry in the following areas:—

Cape Province.—The Magisterial Districts of Bellville, the Cape, East London, Kimberley, Port Elizabeth, Simonstown and Wynberg and the municipal area of Kuils River;

Natal.—The Magisterial Districts of Durban, Inanda, Pinetown and Pietermaritzburg;

Orange Free State.—The Magisterial Districts of Bloemfontein, Kroonstad, Odendaalsrus, Sasolburg, Virginia and Welkom;

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Klerksdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark and Vereeniging;

and to the employers of such employees.

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—

„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;

„chargehand” means an employee who, under the general supervision of a foreman, is in charge of a group of employees, other than solely labourers, and who is responsible for the efficient performance by them of their duties;

„klerk” ’n werknemer wat skryf-, tik-, liasseer- of enige ander vorm van klerklike werk verrig en omvat dit ’n kassier en ’n telefonis, maar omvat dit nie ’n pakhuisman of tydopnemer nie;

„klerk, vrou, gekwalifiseer,” ’n vroulike klerk met minstens vier jaar ondervinding;

„klerk, vrou, ongekwalifiseer,” ’n vroulike klerk met minder as vier jaar ondervinding;

„klerk, man, gekwalifiseer,” ’n manlike klerk met minstens vyf jaar ondervinding;

„klerk, man, ongekwalifiseer,” ’n manlike klerk met minder as vyf jaar ondervinding;

„rioolleër” ’n werknemer wat verantwoordelik is vir die lê van riole en wat riole lê;

„motorvoertuigbestuurder” ’n werknemer wat ’n motorvoertuig bestuur en vir die toepassing van hierdie woordskrywing omvat die uitdrukking „’n motorvoertuig bestuur” alle tye waarin daar bestuur word en enige tyd deur die bestuurder bestee aan werk in verband met die voertuig of die vraag en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te bestuur;

„noodwerk” enige werk wat as gevolg van onvoorsiene omstandighede soos brand, storms, grondinsakkings, ongelukke, epidemie, gewelddade of diefstal, sonder versuim gedoen moet word, en alle werk in verband met die dringende herstel van masjinerie;

„bedryfsinrigting” alle persele waarin of in verband waarmee een of meer werknemers in die Padmaakbedryf in diens is;

„ondervinding” met betrekking tot—

- (a) ’n klerk, die totale tydperk of tydperke diens wat ’n werknemer as ’n klerk in enige bedryf hoegenaamd of in diens van die Staat gehad het;
- (b) enige ander klas werknemer, die totale tydperk of tydperke diens wat ’n werknemer gehad het as ’n werknemer van sy klas in die Padmaakbedryf;

„voorman” ’n werknemer wat in beheer is van en beheer uitoefen oor die werknemers in ’n bedryfsinrigting, wat verantwoordelik is vir die doeltreffende uitvoering van hulle pligte deur hulle en wat arbeiders in diens neem en ontslaan;

„smeerder” ’n werknemer wat, onder die toesig van ’n bestuurder van ’n kragaangedrewe mobiele masjien of ’n motorvoertuig, sodanige masjien of voertuig olie of smeer;

„indopena” ’n werknemer wat, onder die toesig van ’n voorman of ’n onderbaas, in beheer is van ’n groep arbeiders;

„randsteenleër” ’n werknemer wat, verantwoordelik is vir die lê van randstene en wat randstene lê;

„arbeider” ’n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (1) ’n Ambagsman help maar nie deur die selfstandige gebruik van die gereedskap van sy bedryf nie;
- (2) gereedskap, goedere of materiaal met die hand of met ’n toestel sonder motoraandrywing dra, optel, verskuif, of opstapel;
- (3) persele, voertuie of masjinerie of gereedskap gerei of ander artikels skoonmaak;
- (4) bome of plante met die hand of handgereedskap afkap, ontwortel, verwyder of vernietig;
- (5) boodskappe, briewe of pakkette aflewer of vervoer, behalwe deur middel van ’n kragaangedrewe voertuig;
- (6) sakke, blikke of ander houers volmaak;
- (7) laai of aflaai;
- (8) klip, grond, klei of sand met die hand of handgereedskap losmaak, uitgrawe, breek of strooi;
- (9) vuurmaak of vure aan die gang hou of as of afval verwyder;
- (10) asfalt met sand, gruis, klei of klip deur middel van handgereedskap meng;
- (11) ’n handpomp bedien;
- (12) beton-, staal- of ander pype in posisie plaas;
- (13) kruiwaens, trollies of ander handvoertuie trek of stoot;
- (14) asfalt of grond deur middel van ysterstampers instamp;
- (15) met handgereedskap skep;
- (16) gemengde asfalt, klip of gruis deur middel van ’n skopgraaf, hark, vork, kan of kruiwa spreid;
- (17) met handgereedskap grawe;

„plaaslike owerhede” afdelingsrade, stadsrade, munisipale rade, dorpsrade, dorpsbestuure, plaaslike bestuursrade, dorpsbestuursrade of gesondheidskomitees, die Gesondheidsraad vir Buite-stedelike Gebiede ingestel kragtens die Ordonnansie tot Instelling van ’n Gesondheidsraad vir Buite-stedelike Gebiede, 1943 (Ordonnansie No. 20 van 1943) van Transvaal, die Kommissie vir Plaaslike Gesondheid ingestel kragtens die Ordonnansie op die Kommissie vir Plaaslike Gesondheid, (Beheer oor Openbare Gesondheidsgebiede), 1941 (Ordonnansie No. 20 van 1941) van Natal, en enige ander soortgelyke instelling of liggaam wat in paragraaf (f) van subartikel (1) van artikel vier-en-tagtig van die Grondwet van die Republiek van Suid-Afrika, 1961, beoog word;

„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 telephone switchboard operator, but does not include a storekeeper or a timekeeper;

„clerk, female, qualified,” means a female clerk who has had not less than four years’ experience;

„clerk, female, unqualified,” means a female clerk who has had less than four years’ experience;

„clerk, male, qualified,” means a male clerk who has had not less than five years’ experience;

„clerk, male, unqualified,” means a male clerk who has had less than five years’ experience;

„drain layer” means an employee who is responsible for and engaged in the laying of drains;

„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;

„emergency work” means any work which, owing to unforeseen circumstances such as fire, storm, land subsidence, accident, epidemic, act of violence or theft, must be done without delay and any work connected with the urgent repair of machinery;

„establishment” means any premises in or in connection with which one or more employees are employed in the Roadmaking Industry;

„experience” means in relation to—

- (a) a clerk, the total period or periods of employment which an employee has had as a clerk in any trade whatsoever or in the service of the State;
- (b) any other class of employee, the total period or periods of employment which an employee has had as an employee of his class in the Roadmaking Industry;

„foreman” means an employee who is in charge of and exercises control over the employees in an establishment, who is responsible for the efficient performance by them of their duties and who engages and discharges labourers;

„greaser” means an employee who, under the supervision of a driver of a power-driven mobile machine or a motor vehicle, is engaged in oiling or greasing such machine or vehicle;

„induna” means an employee who, under the supervision of a foreman or a chargehand, is in charge of a group of labourers;

„kerb layer” means an employee who is responsible for and engaged in the laying of kerbs;

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

- (1) assisting an artisan other than by the independent use of the tools of his trade;
- (2) carrying, lifting, moving or stacking tools, goods or materials by hand or non-power-driven device;
- (3) cleaning premises, vehicles or machinery or tools, utensils or other articles;
- (4) cutting down, uprooting, removing or destroying trees or vegetation by hand or hand tools;
- (5) delivering or conveying messages, letters or parcels otherwise than by means of a power-driven vehicle;
- (6) filling bags, tins or other containers;
- (7) loading or unloading;
- (8) loosening, excavating, breaking or spreading stone, soil, clay or sand by hand or hand tools;
- (9) making or maintaining fires or removing ashes or refuse;
- (10) mixing asphalt with sand, gravel, clay or stone by means of hand tools;
- (11) operating a hand pump;
- (12) placing concrete, steel or other pipes into position;
- (13) pulling or pushing wheelbarrows, trolleys or other manually propelled vehicles;
- (14) ramming asphalt or soil by means of iron rammers;
- (15) shovelling with hand tools;
- (16) spreading mixed asphalt, stone or gravel by means of a shovel, rake, fork, can or wheelbarrow;
- (17) digging with hand tools;

„local authorities” mean divisional councils, city councils, municipal councils, borough councils, town councils, village councils, town boards, local boards, village management boards or health committees, the Peri-Urban Areas Health Board established under the Peri-Urban Areas Health Board Ordinance, 1943 (Ordinance No. 20 of 1943) of Transvaal, the Local Health Commission constituted under the Local Health Commission (Public Health Areas Control) Ordinance, 1941 (Ordinance No. 20 of 1941) of Natal, and any other similar institution or body contemplated in paragraph (f) of sub-section (1) of section eighty-four of the Republic of South Africa Constitution Act, 1961;

„bestuurder” ’n werknemer wat deur sy werkgever belas is met die algehele—

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

die werksaamhede van ’n bedryfsinrigting en die werknemers wat daarin in diens is;

„motorvoertuig” enige kragaangedrewe voertuig gebruik vir die vervoer of sleep van goedere en omvat ’n voorbaker, storter, bitumen- of teerspreiwa en ’n waterdraer maar sluit nie tweewielvoertuie, skrapers en trollebusse in nie;

„stukwerk” enige stelsel waarvolgens ’n werknemer se besoldiging gebaseer word op die hoeveelheid gedane werk;

„pyplêer” ’n werknemer wat verantwoordelik is vir die lê van pype en wat pype lê;

„gekwalifiseer” met betrekking tot ’n ander werknemer as ’n klerk, een met minstens ses maande ondervinding;

„padmaakbedryf” die bedryf waarin werkgevers (uitgesonderd plaaslike owerhede) en werknemers met mekaar geassosieer is vir die doel om paie of strate te maak of persele of terreine gelyk te maak, te gruis, met beton te bedek of te asfalteer en omvat dit ook enige werkwinkel waar gereedskap, voertuie of toerusting, wat in enige of al die voorgenoemde werksaamhede gebruik word, gemaak, herstel, nagesien of opgeknip word en omvat dit verder alle werksaamhede wat met epigeeen van voormelde bedrywighede in verband staan of daaruit voortspruit;

„senior bestuurs-, professionele of administratiewe werknemer” ’n werknemer wat deur ’n werkgever belas is met die verrigting van werk wat verantwoordelikheid meebring om besluite van ’n administratiewe, professionele of tegniese aard te neem in die uitvoering van die werksaamhede van die bedryfsinrigting;

„pakhuisman” ’n werknemer wat op die werkerrein verantwoordelik is vir die bewaring, uitreiking of ontvangs van gereedskap of voorrade op sodanige terrein;

„tydopnemer” ’n werknemer wat op die bouterrein die tye aanteken wat deur werknemers op sodanige terrein gewerk word;

„onbelaste gewig” die gewig van ’n motorvoertuig of sleepwa soos aangeleek op ’n lisensie of sertifikaat uitgereik ten opsigte van sodanige motorvoertuig of sleepwa deur enige owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik;

„ongekwalifiseer” met betrekking tot ’n ander werknemer as ’n klerk, iemand met minder as ses maande ondervinding;

„loon” die bedrag geld betaalbaar aan ’n werknemer kragtens klousule 3 (1) ten opsigte van sy gewone werkure soos voorgeskryf in klousule 5: Met dien verstande—

(i) dat waar ’n werkgever gereeld ’n werknemer, ten opsigte van sodanige gewone werkure, ’n hoër bedrag betaal as dié wat in klousule 3 (1) voorgeskryf word, dié sodanige hoër bedrag beteken;

(ii) dat die eerste voorbehoudbepaling nie so uitgelê moet word dat dié die besoldiging bedoel of insluit wat ’n werknemer, wat in diens is op ’n grondslag waarvoor in klousule 9 voorsiening gemaak word, ontvang het bo en behalwe dié bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;

„wag”, ’n werknemer wat persele of eiendom bewaak.

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

3. BESOLDIGING.*

(1) Die minimum loon wat ’n werkgever aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is soos hieronder uiteengesit:—

(a)	In alle gebiede. Per uur. Sent.
Ambagsman.....	75
Onderbaas.....	45
Klerk, vrou, gekwalifiseer.....	40
Klerk, vrou, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding.....	24
Gedurende die tweede jaar ondervinding.....	28
Gedurende die derde jaar ondervinding.....	32
Gedurende die vierde jaar ondervinding.....	36
Klerk, man, gekwalifiseer.....	59
Klerk, man, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding.....	24
Gedurende die tweede jaar ondervinding.....	31
Gedurende die derde jaar ondervinding.....	38
Gedurende die vierde jaar ondervinding.....	45
Gedurende die vyfde jaar ondervinding.....	52
Rioollêer.....	40
Bestuurder van ’n motorvoertuig waarvan die onbelaste gewig saam met die onbelaste gewig van ’n sleepwa of sleepwaens wat sodanige voertuig trek—	
(i) hoogstens 6,000 lb. is.....	33
(ii) hoër as 6,000 lb. is maar nie hoër as 10,000 lb. nie.....	40
(iii) hoër as 10,000 lb. is.....	48

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

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

the activities of an establishment and the employees engaged therein;

„motor vehicle” means any power-driven vehicle used for the conveyance or haulage of goods and includes a mechanical horse, dumper, bitumen or tar distributor and a water tanker but excludes two-wheeled vehicles, scrapers and trolley buses;

„piece-work” means any system under which an employee’s remuneration is based on the quantity of work done;

„pipe layer” means an employee who is responsible for and engaged in the laying of pipes;

„qualified”, in relation to an employee other than a clerk, means one who has had not less than six months’ experience;

„Roadmaking Industry” means the industry in which employers (other than local authorities) and employees are associated for the purpose of making roads or streets, or levelling, gravelling, covering with concrete or asphaltting premises or sites, and includes any workshop where tools, vehicles or equipment, used in any or all of the above-mentioned activities are made, repaired, checked or overhauled and further includes all operations incidental to or consequent on any of the aforesaid activities;

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

„storekeeper” means an employee who on the site of work is responsible for the custody, issue or receipt of tools or stores on such site;

„timekeeper” means an employee who on the site of work records the times worked by employees on such site;

„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;

„unqualified” in relation to an employee other than a clerk, means one who has had less than six months’ experience;

„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—

(i) 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;

(ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee, who is employed on any basis provided for in clause 9, received over and above the amount which he would have received if he had not been employed on such a basis;

„watchman” means an employee who is engaged in guarding premises or property.

(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)	In all areas. Per hour. Cents.
Artisan.....	75
Chargehand.....	45
Clerk, female, qualified.....	40
Clerk, female, unqualified—	
During the first year of experience.....	24
During the second year of experience.....	28
During the third year of experience.....	32
During the fourth year of experience.....	36
Clerk, male, qualified.....	59
Clerk, male, unqualified—	
During the first year of experience.....	24
During the second year of experience.....	31
During the third year of experience.....	38
During the fourth year of experience.....	45
During the fifth year of experience.....	52
Drain layer.....	40
Driver of a motor vehicle 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.....	33
(ii) exceeds 6,000 lb. but not 10,000 lb.....	40
(iii) exceeds 10,000 lb.....	48

	<i>In alle gebiede Per uur Sent.</i>	<i>In all Areas Per hour. Cents.</i>
Bestuurder van 'n kragaangedrewe kraan.....	40	Driver of a power-driven crane..... 40
Bestuurder van 'n kragaangedrewe masjiengraaf—		Driver of a power-driven excavator—
Gekwalifiseer.....	60	Qualified..... 60
Ongekwalifiseer.....	40	Unqualified..... 40
Bestuurder van 'n kragaangedrewe skraaper—		Driver of a power-driven grader—
Gekwalifiseer.....	65	Qualified..... 65
Ongekwalifiseer.....	45	Unqualified..... 45
Bestuurder van 'n kragaangedrewe laaier—		Driver of a power-driven loader—
Gekwalifiseer.....	40	Qualified..... 40
Ongekwalifiseer.....	30	Unqualified..... 30
Bestuurder van 'n kragaangedrewe plaveimasjien—		Driver of a power-driven paving machine—
Gekwalifiseer.....	40	Qualified..... 40
Ongekwalifiseer.....	30	Unqualified..... 30
Bestuurder van 'n kragaangedrewe roller—		Driver of a power-driven roller—
Gekwalifiseer.....	33	Qualified..... 33
Ongekwalifiseer.....	28	Unqualified..... 28
Bestuurder van 'n kragaangedrewe rubberbandskrop—		Driver of a power-driven rubber-tyred scraper—
Gekwalifiseer.....	60	Qualified..... 60
Ongekwalifiseer.....	40	Unqualified..... 40
Bestuurder van 'n kragaangedrewe rubberbandtrekker (uitgesonderd 'n „Bantamskraper” of soortgelyke tipe en grootte masjien) met of sonder aanhegtings—		Driver of a power-driven rubber-tyred tractor (excluding a “Calfdozer” or a similar type and size of machine) with or without attachments—
Gekwalifiseer.....	40	Qualified..... 40
Ongekwalifiseer.....	30	Unqualified..... 30
Bestuurder van 'n kragaangedrewe rusperband tipe trekker (uitgesonderd 'n „Bantamskraper” of soortgelyke tipe en grootte masjien) met of sonder aanhegtings—		Driver of a power-driven track type tractor (excluding a “Calfdozer” or a similar type and size of machine) with or without attachments—
Gekwalifiseer.....	60	Qualified..... 60
Ongekwalifiseer.....	40	Unqualified..... 40
Voorman.....	80	Foreman..... 80
Randsteenleër.....	40	Kerb layer..... 40
Bediener van 'n hystoestel.....	33	Operator of a hoist..... 33
Bediener van 'n meganiese slootgraafmasjien—		Operator of a mechanical trenching machine—
Gekwalifiseer.....	40	Qualified..... 40
Ongekwalifiseer.....	30	Unqualified..... 30
Pypleër.....	40	Pipe layer..... 40
Pakhuisman.....	25	Storekeeper..... 25
Opsigter van asfaltmenginstallasie—		Supervisor of an asphalt mixing plant—
Gekwalifiseer.....	40	Qualified..... 40
Ongekwalifiseer.....	30	Unqualified..... 30
Tydropnemer.....	25	Timekeeper..... 25

(b)

	<i>In die landdrosdis- trikte Bellville, die Kaap, Simonstad en Wynberg en die munisipale gebied van Kuilsrivier.</i>	<i>In die landdrosdis- trikte Bloemfontein, Oos-Londen, Kimberley en Pietermaritzburg.</i>	<i>In die landdrosdis- trikte Klerksdorp, Kroonstad, Oden- daalsrus, Sasolburg, Virginia en Welkom.</i>	<i>In alle ander gebiede.</i>
	<i>Per uur. Sent.</i>	<i>Per uur. Sent.</i>	<i>Per uur. Sent.</i>	<i>Per uur. Sent.</i>
Smeerder.....	22	17	16	21
Indoena.....	22	17	16	21
Arbeider.....	20	15	14	19
Bediener van 'n kragaangedrewe roller of triller wat deur 'n persoon te voet beheer word.....	22	17	16	21
Wag.....	21	16	15	20
Werknemer nie elders in hierdie subklousule spesifiek genoem nie.....	22	17	16	21

Met dien verstande dat daar vir die toepassing van hierdie subklousule 'n wag geag word 46 uur in 'n week te gewerk het, afgesien daarvan of hy in daardie week 'n kleiner of groter aantal ure gewerk het.

(b)

	<i>In the magisterial districts of Bellville, the Cape, Simons- town and Wynberg and the municipal area of Kuils River.</i>	<i>In the magisterial districts of Bloem- fontein, East London, Kimberley and Pietermaritzburg.</i>	<i>In the magisterial districts of Klerks- dorp, Kroonstad, Odendaalsrus, Sasol- burg, Virginia and Welkom.</i>	<i>In all other areas.</i>
	<i>Per hour. Cents.</i>	<i>Per hour. Cents.</i>	<i>Per hour. Cents.</i>	<i>Per hour. Cents.</i>
Greaser.....	22	17	16	21
Induna.....	22	17	16	21
Labourer.....	20	15	14	19
Operator of a power-driven pedestrian con- trolled roller or vibrator.....	22	17	16	21
Watchman.....	21	16	15	20
Employee not elsewhere in this sub-clause specifically mentioned.....	22	17	16	21

Provided that for the purpose of this sub-clause a watchman shall be deemed to have worked forty-six hours in any week, irrespective of whether he has in that week worked a lesser or greater number of hours.

(2) *Differensiële loon.*—'n Werknemer wat vir langer as een uur altesaam op 'n dag twee of meer klasse werk verrig waarvoor verskillende loonskale in subklousule (1) voorgeskryf word, moet deur sy werkgever betaal word teen die hoër of hoogste loon vir al die tyd wat sodanige werknemer op daardie dag gewerk het.

(3) *Berekening van lone.*—(a) 'n Werknemer se weekloon is sy uurloon vermenigvuldig met die getal gewone werkure wat hy gewoonlik in 'n week werk.

(b) 'n Werknemer se maandloon is sy weekloon vermenigvuldig met vier en een derde.

(c) 'n Werknemer se dagloon is sy weekloon gedeel deur—

- (i) vyf in die geval van 'n werknemer wat vyf dae 'n week werk;
- (ii) ses in die geval van 'n ander werknemer.

4. BETALING VAN BESOLDIGING.

(1) Behoudens die bepalings van klousule 6 (4), moet enige bedrag aan 'n werknemer verskuldig, weekliks of elke 14 dae in kontant of, met die toestemming van die werknemer, maandeliks in kontant of per tjek betaal word gedurende die werkure of binne vyftien minute nadat die werk gestaak is, op die dag waarop die inrigting gewoonlik sodanige werknemer betaal, of by diensbeëindiging as dit voor die gewone betaaldag geskied; en dié bedrag moet in 'n koevert of houer wees waarop die volgende aangeteken is of wat vergesel gaan van 'n opgawe wat die volgende aantoon:—

- (a) Die werkgever se naam;
- (b) die werknemer se naam of sy nommer op die loonrol en sy beroep;
- (c) die getal gewone werkure wat die werknemer gewerk het;
- (d) die getal oortydure wat die werknemer gewerk het;
- (e) die werknemer se loon;
- (f) die besonderhede van ander besoldiging wat voortspruit uit die werknemer se werk;
- (g) die besonderhede van bedrae afgetrek;
- (h) die werklike bedrag aan die werknemer betaal; en
- (i) die tydperk waarvoor die betaling gedoen word;

en sodanige koevert of houer waarop hierdie besonderhede aangeteken is of sodanige opgawe, word die eiendom van die werknemer.

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

(3) *Koop van goedere.*—'n Werkgever mag nie van sy werknemer vereis om goedere van hom of van enige winkel, plek of persoon wat hy aanwys, te koop nie.

(4) *Etes en huisvesting.*—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie sy werknemer verplig om by hom of by enigiemand deur hom aangewys, te eet of in te woon of te eet en in te woon nie.

(5) *Bedrae afgetrek.*—'n Werkgever mag sy werknemer geen boetes oplê of enige bedrag van sy werknemer se besoldiging aftrek nie, met dien verstande dat hy die reg het om die volgende af te trek:—

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir verlof-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfonds of as ledegeld vir vakverenigings;
- (b) behoudens andersluidende bepalings in hierdie Vasstelling, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of versoek van sy werkgever, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ontvang het ten opsigte van sy gewone werkure ten tyde daarvan;
- (c) 'n bedrag wat 'n werkgever regtens of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) wanneer 'n werknemer daartoe instem of, ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, verplig is om by sy werkgever te eet en in te woon of te eet of in te woon, hoogstens die bedrae hieronder gespesifiseer:—

	Weekliks. R	Maandeliks. R
(i) Etes.....	0.80	3.47
(ii) Huisvesting.....	0.40	1.73
(iii) Etes en huisvesting.....	1.20	5.20

- (e) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het as die koste van huisvesting in 'n tehuis of die huur van 'n huis wat sodanige werknemer in 'n lokasie of Bantoeoord bewoon wat onder die beheer van sodanige raad of ander plaaslike bestuur is.

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

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

- (a) In die geval van 'n werknemer wat ses dae 'n week werk—
 - (i) ses-en-veertig in enige week van Maandag tot en met Saterdag; en

(2) *Differential Wage.*—An employee who on any day performs, for longer than one hour in the aggregate, two or more classes of work for which different rates of wages are prescribed in sub-clause (1), shall be paid by his employer at a rate of not less than the higher or highest wage for all time worked by such employee on that day.

(3) *Calculation of Wages.*—(a) The weekly wage of an employee shall be his hourly wage multiplied by the number of ordinary hours of work which he ordinarily works in a week.

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

(c) The daily wage of an 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.

4. PAYMENT OF REMUNERATION.

(1) Save as provided in clause 6 (4), any amount due to an employee shall be paid in cash weekly or fortnightly, or, with the consent of the employee, in cash or by cheque monthly, during the hours of work, or within fifteen minutes of ceasing work, on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in 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 his number on the pay roll and his 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) *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.

(3) *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.

(4) *Board and Lodging.*—Save as provided in the Bantu (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.

(5) *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 Bantu (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. R	Per month. R
(i) Board.....	0.80	3.47
(ii) Lodging.....	0.40	1.73
(iii) Board and lodging.....	1.20	5.20

- (e) 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 Bantu 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 who works a six-day week—
 - (i) forty-six in any week from Monday to Saturday, inclusive; and

- (ii) behoudens subparagraaf (i) hiervan, agt op enige dag, tensy die ure op een dag nie meer as vyf is nie; in dié geval kan die werkure op enige van die ander dae tot agt en 'n half verleng word;
- (b) in die geval van 'n werknemer wat vyf dae 'n week werk—
- (i) ses-en-veertig in enige week van Maandag tot en met Vrydag; en
- (ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart op 'n dag.
- (2) *Etenspouses.*—'n Werkgewer mag nie sy werknemer verplig of toelaat om vir langer as vyf uur ononderbroke te werk sonder 'n etenspouse van minstens een uur waarin 'n werknemer nie verplig of toegelaat mag word om enige werk te doen nie, en sodanige onderbreking word nie geag deel van die gewone werkure of oortyd te wees nie; met dien verstande—
- (i) dat 'n werkgewer met sy werknemer kan ooreenkom om die duur van so 'n etenspouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer 'n kopie van die ooreenkomst by die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied ingedien het, kan die etenspouse aldus verkort word;
- (ii) dat werktydperke wat onderbreek word deur pouses van korter as 'n uur, uitgesonderd wanneer voorbehoudsbepalings (i) of (iv) van toepassing is, geag word opeenvolgend te wees;
- (iii) dat, indien sodanige onderbreking langer as een uur duur, enige tydperk van langer as een en 'n kwart uur geag word tyd te wees waarin daar gewerk is;
- (iv) dat 'n motorvoertuigbestuurder wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig of die vrag te wees of te bly nie, vir die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;
- (v) dat hoogstens een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag geag moet word deel van die gewone werkure te vorm;
- (vi) dat wanneer 'n werkgewer op enige dag as gevolg van oortydwerk verplig word om 'n werknemer 'n tweede etenspouse te gee, sodanige pouse, op versoek van die werknemer, tot 15 minute verkort mag word solank die totale tyd wat die werknemer ná die eerste etenspouse van die dag gewerk het, nie sewe uur te bowe gaan nie.
- (3) *Werkure moet opeenvolgend wees.*—Behoudens die bepaling van subklousule (2) moet al die werkure van 'n werknemer op 'n dag opeenvolgend wees.
- (4) *Oortyd.*—Alle tyd, uitgesonderd op 'n Sondag, wat 'n werknemer werk bo die getal gewone werkure wat in subklousule (1) voorgeskryf word, is oortyd.
- (5) *Beperking van oortyd.*—'n Werkgewer mag nie 'n werknemer verplig of toelaat om oortyd vir meer as—
- (a) tien uur in 'n week te werk nie, in die geval van 'n werknemer wat in diens is in of in verband met persele wat 'n fabriek uitmaak binne die bedoeling van artikel drie van die Wet op Fabriek, Masjinerie en Bouwerke, 1941;
- (b) vyftien uur in enige week te werk nie, in die geval van enige ander werknemer.
- (6) *Betaling vir oortyd.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen 'n skaal van minstens een en een derde maal sy gewone loon ten opsigte van die totale tydperk wat sodanige werknemer aldus per week werk.
- (7) *Voorbehoudsbepalings.*—(a) Die bepaling van hierdie klousule is nie van toepassing op 'n voorman of 'n senior bestuurs-, professionele of administratiewe werknemer indien en solank sodanige werknemer 'n gereelde loon teen 'n skaal van minstens R160 per maand ontvang nie.
- (b) Die bepaling van subklousules (2), (3) en (5) is nie van toepassing op 'n werknemer wanneer hy noodwerk verrig nie.
- (c) Die bepaling van hierdie klousule is nie van toepassing op 'n wag wie se werkgewer hom ten opsigte van elke week diens 'n rusdag van 24 opeenvolgende ure toestaan nie; met dien verstande—
- (i) dat hy hom ten opsigte daarvan minstens sy dagloon betaal;
- (ii) dat 'n werkgewer en sy wag kan ooreenkom dat die rusdae kan ophoop oor 'n tydperk van hoogstens 12 opeenvolgende weke diens;
- (iii) dat 'n werkgewer, in plaas daarvan om sy wag sodanige rusdag toe te staan, hom kan betaal teen 'n skaal van minstens sy loon vir die totale tydperk wat hy op sodanige rusdag gewerk het, plus 'n bedrag van minstens sy dagloon;
- (iv) dat, in die geval waar 'n wag se dienskontrak ten einde loop voordat al die rusdae waarop hy ingevolge hierdie subklousule geregtig is, aan hom toegestaan is, die werkgewer hom ten opsigte van elke sodanige rusdag wat nie toegestaan is nie, 'n bedrag van minstens sy dagloon moet betaal;
- (v) dat elke rusdag toegestaan, of in plaas waarvan 'n wag kragtens hierdie klousule betaal word, vir die toepassing van klousules 6 en 7 geag word 'n dag diens te wees.

- (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 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.
- (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 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;
- (ii) that periods of work interrupted by intervals of less than one hour, except when proviso (i) or (vi) applies shall be deemed to be continuous;
- (iii) 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;
- (iv) 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;
- (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) *Hours of Work to be Consecutive.*—Save as provided in sub-clause (2), all hours of work of an employee on any day shall be consecutive.
- (4) *Overtime.*—All time worked, other than on a Sunday, in excess of the number of ordinary hours of work prescribed in sub-clause (1) shall be overtime.
- (5) *Limitation of Overtime.*—An employer shall not require or permit an employee to work overtime for more than—
- (a) ten hours in any week, in the case of an employee who is employed in or in connection with any premises which constitute a factory within the meaning of section three of the Factories, Machinery and Building Work Act, 1941;
- (b) fifteen hours in any week, in the case of any other employee.
- (6) *Payment for Overtime.*—An employer shall pay an employee who works overtime at a rate of not less than one and one-third times his ordinary wage in respect of the total period so worked by such employee in any week.
- (7) *Savings.*—(a) The provisions of this clause shall not apply to a foreman or to a senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R160 per month.
- (b) The provisions of sub-clauses (2), (3) and (5) shall not apply to an employee while he is engaged on emergency work.
- (c) The provisions of this clause shall not apply to a watchman whose employer grants him a day of rest of twenty-four consecutive hours in respect of every week of employment. Provided—
- (i) that he pays him in respect thereof not less than his daily wage;
- (ii) that an employer and his watchman may agree that the days of rest may accrue over a period of not more than twelve consecutive weeks of employment;
- (iii) that an employer may, in lieu of granting his watchman any such day of rest, pay him at a rate of not less than his wage for the total period worked on such day of rest, plus an amount of not less than his daily wage;
- (iv) that, where a watchman's contract of employment terminates before he has been granted all the days of rest to which he has become entitled by virtue of this sub-clause, the employer shall pay him in respect of each such day of rest not granted an amount of not less than this daily wage;
- (v) that any day of rest granted, or in lieu of which a watchman is paid in terms of this clause, shall, for the purposes of clauses 6 and 7, be deemed to be a day of employment.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgewer aan sy werknemer ten opsigte van elke voltooide tydperk van twaalf maande diens by hom, die volgende toestaan:—

- (a) In die geval van 'n wag, een-en-twintig opeenvolgende kalenderdae verlof;
- (b) in die geval van elke ander werknemer, veertien opeenvolgende kalenderdae verlof;

en sodanige werknemer ten opsigte van sodanige verlof die volgende betaal:—

- (i) In die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag van minstens drie maal die weekloon waarop hy geregtig is op die dag waarop die verlof begin; en
- (ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens dubbel die weekloon waarop hy geregtig is, op die dag waarop die verlof begin;

Met dien verstande dat vir die toepassing van hierdie klousule die weekloon van 'n werknemer wat stukwerk doen, bereken moet word op die grondslag, uiteengesit in artikel twintig (5) (a) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941.

(2) Die verlof voorgeskryf in subklousule (1) moet verleen word op 'n tyd wat deur die werkgewer vasgestel word; met dien verstande—

- (i) dat indien sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalinge van subklousule (3), so toegestaan moet word dat dit binne vier maande ná voltooiing van die 12 maande diens waarop dit betrekking het, begin, of indien die werkgewer en werknemer voor die afloop van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet toestaan op 'n datum hoogstens twee maande ná afloop van genoemde tydperk van vier maande;
- (ii) dat die verloftydperk nie mag saamval nie 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;
- (iii) dat, indien Nuwejaarsdag, Goede Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag binne die tydperk van verlof val, vir elke sodanige dag nog 'n werkdag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag gelyk aan sy dagloon betaal moet 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 verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

(3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgewer die verlof oor 'n tydperk van hoogstens 24 maande diens laat oploop; met dien verstande—

- (i) dat die werknemer die 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 die versoek op die versoek aanteken en dit onderteken en die versoek minstens drie jaar lank bewaar vanaf sodanige datum of vanaf die datum van die afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van die twee datums.

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

(4) Die besoldiging ten opsigte van die verlof voorgeskryf in subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag vóór die aanvangsdatum van die verlof betaal word.

(5) Aan 'n werknemer wie se dienskontrak gedurende enige tydperk van twaalf maande diens eindig voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van so 'n tydperk opgehoop het, moet by sodanige diensbeëindiging en benewens enige ander besoldiging wat aan hom verskuldig is, vir elke voltooide maand van sodanige dienstydsperk, 'n bedrag betaal word van minstens—

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

van die weekloon wat hy onmiddellik vóór 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 om dit op te sê soos voorgeskryf in klousule 12, tensy die werkgewer van sodanige opsegging afgesien het of as die werknemer die werkgewer in plek van kennis betaal het; of
- (ii) wat sy diens sonder regsgeldige rede verlaat; of
- (iii) wat deur sy werkgewer sonder opsegging ontslaan word om 'n rede wat vir sodanige ontslag sonder opsegging regtens genoegsaam is.

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

6. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee in respect of each completed period of twelve months of employment with him—

- (a) in the case of 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;

Provided that for the purpose of this clause the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section twenty (5) (a) of the Factories, Machinery and Building Work Act, 1941.

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

- (i) that the 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 the request is endorsed on the request over his signature by the employer, who shall retain the request for a period of not less than three years from such date or the date of 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) 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 terminates 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) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf in subklousule (1), gelees met subklousule (3), en wie se dienskontrak beëindig word voordat die verlof toegestaan is, moet by dié diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof aan hom op die datum van die diensbeëindiging toegestaan was.

(7) By die toepassing van hierdie klousule word die uitdrukking „diens” geag te omvat—

(a) enige tydperk ten opsigte waarvan 'n werkgewer ingevolge klousule 12 'n werknemer betaal in plaas van sy diens op te sê;

(b) enige tydperk waarin 'n werknemer afwesig is—

- (i) met verlof ingevolge hierdie klousule;
- (ii) met siekteverlof ingevolge klousule 7;
- (iii) op las of op versoek van sy werkgewer, en wel tot 'n totaal van hoogstens tien weke;

(c) enige tydperk waarin 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957; met diën verstande dat 'n werknemer nie geregtig is om van een tydperk van sodanige opleiding meer as vier maande as diens te eis nie; en

(d) enige tydperk waarin 'n werkgewer van sy werknemer vereis om nie te werk nie as gevolg van ongestadige weers-toestande, slapte in die bedryf of onklaarraking van masjinerie;

en diens word geag te begin—

- (i) in die geval van 'n werknemer wat vóór die inwerking-treding van hierdie Vastelling op 'n tydperk van jaarlikse verlof ingevolge enige wet geregtig geword het, op die datum waarop sodanige werknemer die vorige maal geregtig geword het op verlof ingevolge sodanige wet;
- (ii) in die geval van 'n werknemer wat in diens was voordat hierdie Vastelling van krag geword het en vir wie enige wet gegeld het wat vir jaarlikse verlof voorsiening maak, maar wat nog nie op 'n tydperk van verlof ingevolge daarvan geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (iii) in die geval van enige ander werknemer, vanaf die datum waarop so 'n werknemer by sy werkgewer in diens getree het, of op die datum van die inwerkingtreding van hierdie Vastelling, en wel op die jongste van dié twee datums.

(8) (a) Ondanks andersluidende bepalings in hierdie klousule kan 'n werkgewer vir die doel van jaarlikse verlof, te eniger tyd, maar hoogstens een maal in 'n tydsebestek van twaalf maande, sy bedryfsinrigting sluit en wel vir veertien opeenvolgende kalender-dae plus enige ander dae wat moontlik uit hoofde van die derde voorbehoud van subklousule (2), daarby gevoeg moet word.

(b) 'n Werknemer wat op die dag van die sluiting van 'n bedryfsinrigting ingevolge paragraaf (a) nie op die volle tydperk van jaarlikse verlof, voorgeskryf in subklousule (1) (b), geregtig is nie, moet vir enige verlof wat aan hom deur sy werkgewer verskuldig is, betaal word op die grondslag in subklousule (5) uiteengesit, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting aldus gesluit is.

7. SIEKTEVERLOF.

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

(a) In die geval van 'n werknemer wat vyf dae 'n week werk, minstens twintig werkdade siekteverlof;

(b) in die geval van elke ander werknemer, minstens vier-en-twintig werkdade siekteverlof,

gedurende elke kringloop van vier-en-twintig opeenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid kragtens hierdie klousule, minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het; met diën verstande—

(i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens, 'n werknemer wat vyf dae 'n week werk, nie geregtig is nie op meer as een werkdag siekteverlof met volle betaling ten opsigte van elke voltooië tydperk van vyf weke diens, en alle ander werknemers nie geregtig is nie op meer as een werkdag siekteverlof met volle betaling ten opsigte van elke voltooië maand diens;

(ii) dat hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgewer bedrae betaal wat minstens net so groot is as dié wat die werknemer bydra tot enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer, ingeval van ongeskiktheid onder die omstandighede in hierdie klousule uiteengesit, betaling waarborg van altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdade, na gelang van die geval, in elke kringloop van vier-en-twintig maande diens, behalwe dat gedurende die eerste vier-en-twintig maande wat bydraes deur die werknemer betaal word, die gewaarborgde skaal nie meer as die op-hoofskaal soos uiteengesit in die eerste voorbehoudsbepaling van hierdie subklousule, hoef te wees nie;

(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—

(a) any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice;

(b) any period during which an employee is absent—

- (i) on leave in terms of this clause;
- (ii) on sick leave in terms of clause 7;
- (iii) on the instructions or at the request of his employer, amounting in the aggregate to not more than ten weeks;

(c) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training; and

(d) any time during which an employee is required by his employer not to work because of the vagaries of the weather, slackness of trade or a breakdown of machinery;

and employment shall be deemed to commence—

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

(ii) in the case of an employee who was in employment before the 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.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of twelve months, close his establishment for fourteen consecutive calendar days plus any additional days that may have to be added by virtue of the third proviso to sub-clause (2).

(b) An employee who at the date of the closing of an establishment in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in sub-clause (1) (b) shall in respect of any leave due to him be paid by his employer on the basis set out in sub-clause (5), and for the purpose of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment.

7. SICK LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his 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) dat waar 'n werkgewer ingevolge enige wet, geld vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal en sodanige geld wel betaal, die bedrag aldus betaal, afgetrek kan word van die bedrag wat ten opsigte van afwesigheid weens ongeskiktheid ingevolge hierdie klousule verskuldig is;

(iv) dat, indien 'n werkgewer ten opsigte van enige tydperk van ongeskiktheid wat deur hierdie klousule gedek word, by enige ander wet verplig word om 'n werknemer se volle loon te betaal, die bepalinge van hierdie klousule nie van toepassing is nie.

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

(i) vir 'n tydperk van meer as drie opeenvolgende kalenderdae; of

(ii) op die werkdag wat 'n Sondag of Nuwejaarsdag, Goëie Vrydag, Hemelvaartdag, Geloftedag of Kersdag onmiddellik voorafgegaan of onmiddellik daarop volg,

van die werknemer vereis om 'n sertifikaat, geteken deur 'n mediese praktisyn, aan hom voor te lê wat die aard en duur van die werknemer se ongeskiktheid aangee; met dien verstande dat wanneer 'n werknemer gedurende 'n tydperk van hoogstens agt weke by twee of meer geleenthede betaling kragtens hierdie klousule ontvang sonder om sodanige sertifikaat te verstrek, sy werkgewer gedurende die tydperk van agt opeenvolgende weke wat onmiddellik volg op die laaste sodanige geleentheid, van hom kan vereis om die sertifikaat ten opsigte van enige afwesigheid te verstrek.

(3) Wanneer 'n werknemer, gedurende die eerste kringloop van vier-en-twintig maande diens by dieselfde werkgewer, weens ongeskiktheid afwesig is vir 'n tydperk wat langer is as enige siekteverlof wat ten tyde van sodanige ongeskiktheid opgehoop het, is hy slegs ten opsigte van sodanige opgehoopde siekteverlof op betaling geregtig, maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by die verstryking van genoemde dienskringloop of by diensbeëindiging vóór sodanige verstryking, hom ten opsigte van die langer tydperk van afwesigheid weens ongeskiktheid betaal vir sover siekteverlof, wat by sodanige verstryking of beëindiging opgehoop het, nie geneem is nie.

(4) By die toepassing van hierdie klousule (a) word die uitdrukking „diens” geag—

(i) enige tydperk te omvat waarin 'n werknemer afwesig is—

(aa) met verlof ingevolge klousule 6;

(bb) op las of op versoek van sy werkgewer;

(cc) met siekteverlof ingevolge subklousule (1),

en wel tot 'n totaal van hoogstens tien weke in enige jaar;

(ii) enige tydperk waarin 'n werknemer afwesig is om militêre opleiding te ondergaan ingevolge die Verdedigingswet, 1957; met dien verstande dat 'n werknemer nie geregtig is om van een tydperk van sodanige opleiding meer as vier maande as diens te eis nie; en

(iii) enige tydperk waarin 'n werkgewer van sy werknemer vereis om nie te werk nie as gevolg van ongestadige weerstoestande, slapte in die bedryf of onklaarraking van masjinerie;

en enige dienstydsperk wat 'n werknemer by dieselfde werkgewer gehad het onmiddellik vóór die datum waarop hierdie Vasstelling van krag word, word by die toepassing van hierdie klousule geag diens te wees kragtens hierdie Vasstelling, en alle siekteverlof met volle betaling wat aan sodanige werknemer gedurende sodanige tydperk verleen is, word geag kragtens hierdie Vasstelling verleen te gewees het;

(b) beteken die uitdrukking „ongeskiktheid” onvermoë om te werk as gevolg van siekte of besering, uitgesonderd dié veroorsaak deur—

(i) 'n werknemer se eie wangedrag; of

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

8. OPENBARE VAKANSIEDAE EN SONDAE.

(1) Behoudens die bepalinge van klousules 4 (5) en 6 (2) moet 'n werkgewer sy werknemer, indien laasgenoemde nie op Nuwejaarsdag, Goëie Vrydag, Hemelvaartdag, Geloftedag of Kersdag werk nie, ten opsigte van sodanige dag minstens sy dagloon betaal.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goëie Vrydag, Hemelvaartdag, Geloftedag of Kersdag werk, moet sy werknemer, behoudens soos bepaal in klousule 4 (5), hom ten opsigte van sodanige dag minstens sy dagloon, plus sy uurloon vir die totale tydperk wat die werknemer altesaam op sodanige dag gewerk het, betaal; met dien verstande dat wanneer sodanige werknemer verplig of toegelaat word om minder as vier uur op sodanige dag te 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 werkgewer of—

(a) die werknemer—

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

(ii) indien hy aldus werk vir 'n tydperk wat vier uur te bowe gaan, teen 'n skaal van minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon, naamlik die grootste bedrag; of

(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—

(a) for a period covering more than three consecutive calendar days; or

(b) on the work day immediately preceding or the work day immediately succeeding a Sunday or New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day,

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 when an employee has during any period of up to eight 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 consecutive 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—

(i) any period during which an employee is absent—

(aa) on leave in terms of clause 6;

(bb) on the instructions or at the request of his employer;

(cc) on sick leave in terms of sub-clause (1), amounting in the aggregate, in any year, to not more than ten weeks;

(ii) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training; and

(iii) any time during which an employee is required by his employer not to work because of the vagaries of the weather, slackness of trade or a breakdown of machinery;

and any period of employment which an employee has had with the same employer immediately before the date of the coming into force 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; or

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

8. PUBLIC HOLIDAYS AND SUNDAYS.

(1) Subject to the provisions of clauses 4 (5) and 6 (2), 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 in respect of such day not less than his daily wage.

(2) Whenever an employee 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 (5), pay him in respect of such day not less than his daily wage, plus his hourly wage for the total period worked by the employee in the aggregate 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) hom teen 'n skaal betaal van minstens een en een derde maal sy gewone loon ten opsigte van die totale tydperk wat hy op sodanige Sondag werk en hom binne veertien dae ná sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal; met dien verstande dat, as daar vereis of toegelaat word dat so 'n werknemer minder as vier uur op so 'n Sondag werk, hy geag word vier uur te gewerk het.
- (4) Hierdie klousule is nie van toepassing op 'n senior bestuurs-, professionele of administratiewe werknemer indien en solank hy 'n gereelde loon teen 'n skaal van minstens R180 per maand ontvang, of op 'n wag nie.

9. STUKWERK.

(1) 'n Werkgewer kan enige stukwerkstelsel toepas, en die werk-gewer moet, behoudens die bepalings van klousule 4 (5), aan sy werknemer wat vir enige tydperk volgens so 'n stukwerkstelsel werk, besoldiging betaal teen die loonskaal wat ooreenkomstig die stelsel van toepassing is; met dien verstande dat, afgesien van die hoeveelheid werk gedoen, die werkgewer ten opsigte van elke week waarin die werknemer stukwerk doen, hom minstens die bedrag betaal wat hy verplig sou gewees het om aan die werknemer vir daardie week te betaal indien hy op die grondslag van tyd gewerk besoldig is.

(2) 'n Werkgewer moet op 'n opvallende plek in sy inrigting 'n lys van die skale in subklousule (1) genoem, opgeplak hou.

10. BESKERMENDE KLERE, UNIFORMS OF OORPAKKE.

(1) Wanneer 'n werknemer in die loop van sy werk aan nat prosesse, hitte of enige giftige, vretende of ander skadelike stof blootgestel word wat besering of siekte aan die werknemer of skade aan sy kleren kan veroorsaak, moet sy werkgewer hom gratis van alle beskermende kleren, oorpakke, skermbrille, handskoene, skoel en self voorsien wat nodig is om die werknemer genoegsaam teen sulke blootstelling te beskerm, en moet hy sodanige artikels gratis in bruikbare toestand hou, en iedere sodanige artikel bly die eiendom van die werkgewer.

(2) 'n Werkgewer moet alle uniforms, oorpakke, stewels of beskermende kleren wat hy vereis dat sy werknemer dra of wat enige wet hom verplig om aan sy werknemer te verskaf, gratis verskaf en in bruikbare toestand hou en iedere sodanige artikel bly die eiendom van die werkgewer.

11. VERBOD OP INDIENSNEMING.

'n Werkgewer mag niemand onder die ouderdom van 15 jaar in diens neem nie.

12. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, wat die dienskontrak wil beëindig, moet dit minstens twee uur vooruit opse, of 'n werk-gewer of werknemer kan die kontrak sonder opsegging beëindig deur die werknemer of die werkgewer, na gelang van die geval, in plaas van die opsegging, minstens dubbel die uurloon wat die werknemer ten tyde van die beëindiging ontvang, te betaal; met dien verstande dat dit die volgende onaangetas laat:—

- Die reg van 'n werkgewer of sy werknemer om die kontrak sonder opsegging om 'n regsgeldige rede te beëindig;
- enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n opseggingstermyn wat ewe lank vir beide partye en langer is as wat in hierdie klousule voorgeskryf word;
- die werking van verbeurings of boetes wat regtens toegepas kan word ingeval 'n werknemer sy diens verlaat.

(2) Waar daar 'n ooreenkoms ingevolge die tweede voor-behoudsbepaling van subklousule (1) gesluit is, moet die betaling in plaas van opsegging eweredig wees met die ooreengekome opseggingstermyn.

(3) Die kennisgewing in subklousule (1) voorgeskryf, kan op enige dag gegee word; met dien verstande—

- dat die opseggingstermyn nie mag saamval met en opseg-ging nie mag geskied gedurende 'n werknemer se afwesig-heid met verlof toegestaan kragtens klousule 6, of gedurende enige tydperk van militêre opleiding wat die werknemer ingevolge die Verdedigingswet, 1957, moet ondergaan nie;
- dat opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met siekteverlof wat kragtens klousule 7 toe-gestaan is nie.

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

13. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van 'n dienskontrak weens 'n ander rede as diensverlating deur 'n werknemer, sy werknemer van 'n dienssertifikaat voorsien wat hoofsaaklik in die vorm is wat in die Bylae van hierdie Vasstelling voorgeskryf word en wat die volle name van die werkgewer en sy werknemer aangee asook die beroep van die werknemer, die datum waarop die werk begin is en dié waarop die kontrak beëindig is en die werknemer se uurloon tydens sodanige beëindiging.

(b) pay him at a rate 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 fourteen 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) This clause shall not apply to a senior managerial profes-sional or administrative employee if and for so long as he is in receipt of a regular wage at a rate of not less than R180 per month nor to a watchman.

9. PIECE-WORK.

(1) Any employer may introduce any piece-work system and, save as provided in clause 4 (5), the employer shall pay to his employee who is employed on such piece-work system for any period, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall, in respect of each week in which such employee does piece-work, pay him not less than the amount which he would have been required to pay such employee for that week had he been remunerated on the basis of time worked.

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in sub-clause (1).

10. PROTECTIVE CLOTHING, UNIFORMS OR OVERALLS.

(1) Whenever an employee, in the course of his employment, is exposed to wet-processes, to heat or to any poisonous, corro-sive or other injurious substance liable to cause injury or disease to the employee or damage to his clothing, his employer shall provide him free of charge with such protective clothing, overalls, goggles, gloves, footwear and ointment as may be necessary adequately to protect the employee against such exposure and shall, free of charge, maintain such articles in serviceable con-dition and any such article shall remain the property of the employer.

(2) An employer shall supply and maintain in serviceable con-dition, free of charge, any uniforms, overalls, boots or protective clothing which he requires his employee to wear or which by any law he is compelled to provide to his employee and any such article shall remain the property of the employer.

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, who desires to terminate the contract of employment, shall give not less than two hours' 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 double the hourly wage which the employee is receiving at the time of such termination: Provided that this shall not affect—

- the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;
- 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;
- the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts.

(2) Where there is an agreement in terms of the second proviso to sub-clause (1), the payment 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: Provided—

- 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;
- 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 Deter-mination, where an employee terminates his contract of employ-ment by leaving his employment without notice or without pay-ing 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. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employ-ment, other than through the desertion of an employee, furnish his 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 hourly wage at the date of such termination.

14. VERLOFTOELAE.

Ondanks andersluidende bepalings in hierdie Vaststelling, is klousule 6 nie van toepassing, nie op 'n werknemer wie se werkgewer gereeld en terselfdertyd as wat hy die besoldiging betaal wat aan dié werknemer verskuldig is, hom krediteer met 'n toelae in plaas van die verlof wat in klousule 6 voorgeskryf is; met dien verstande—

- (i) dat die totale toelae waarmee die werknemer oor enige tydperk aldus gekrediteer is, minstens die bedrag is wat sy werkgewer aan hom sou moes betaal het ten opsigte van verlof vir dié tydperk kragtens klousule 6, indien daardie klousule op die werknemer van toepassing was;
- (ii) dat die werkgewer op die laaste betaaldag vóór die aanvang van enige onbetaalde verlof wat aan die werknemer verleen is, of by sy diensbeëindiging, die werknemer die bedrag van die toelae wat dan in sy krediet staan, betaal;
- (iii) dat, indien die werkgewer dié werknemer onbetaalde verlof toestaan, bo en behalwe die betaling van die toelae, die bepalings van klousule 6 (8) *mutatis mutandis* van toepassing is ten opsigte van die onbetaalde verlof.

BYLAE.

Ek/ons (a) _____
wat die Padmaakbedryf beoefen te _____

sertifiseer hierby dat
by my/ons(a) in diens was vanaf die _____ dag van _____ 19____, tot die _____ dag van _____ 19____, as (b) _____
By diensbeëindiging was sy/haar(a) loon _____ sent per uur.

(Handtekening van werkgewer of gemagtigde verteenwoordiger.)

Datum _____

(a) Skrap wat nie van toepassing is nie.

(b) Noem die beroep waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, randsteenleë, arbeider, bestuurder van 'n kragaangetrewe roller.

No. R. 450.] [26 Maart 1965.
WET OP OORLOGSMAATREËLS, 1940.

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

PADMAAKBEDRYF, 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 Loonvaststelling vir die Padmaakbedryf, Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. R. 449 van 26 Maart 1965.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 451.] [26 Maart 1965.
WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941, SOOS GEWYSIG.

PADMAAKBEDRYF, SEKERE GEBIEDE.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens sub-artikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Loonvaststelling vir die Padmaakbedryf, Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. R. 449 van 26 Maart 1965, oor die algemeen nie vir die werknemers wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, minder gunstig as die desbetreffende bepalings van genoemde Wet is nie.

M. VILJOEN,
Adjunk-minister van Arbeid.

14. LEAVE ALLOWANCE.

Notwithstanding anything to the contrary in this Determination, clause 6 shall not apply to an employee whose employer regularly, and at the same time as he pays the remuneration due to such employee, credits him with an allowance in lieu of the leave prescribed in clause 6: Provided—

- (i) that the total allowance so credited to such employee over any period is not less than the amount which his employer would have had to pay him in respect of leave for such period in terms of clause 6, if that clause had applied to such employee;
- (ii) that, on the last pay day before the commencement of any unpaid leave granted to the employee or upon the termination of his employment, the employer pays such employee the amount of the allowance then standing to his credit;
- (iii) that, if such employer grants such employee unpaid leave in addition to the payment of the allowance, the provisions of clause 6 (8) shall *mutatis mutandis* apply in respect of such unpaid leave.

SCHEDULE.

I/We (a) _____
carrying on trade in the Roadmaking Industry at _____

hereby certify that _____
was employed by me/us (a) from the _____ day of _____ 19____, to the _____ day of _____ 19____, as (b) _____

At the termination of employment his/her (a) wage was _____ cents per hour.

(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, kerb layer, driver of a power-driver roller.

No. R. 450.] [26 March 1965.

WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING ALLOWANCES PAYABLE UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED, ROADMAKING INDUSTRY, 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 Roadmaking Industry, Certain Areas, published under Government Notice No. R. 449 of the 26th March, 1965.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 451.] [26 March 1965.
FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.

ROADMAKING INDUSTRY, CERTAIN AREAS.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of subsection (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Wage Determination for the Roadmaking Industry, Certain Areas, published under Government Notice No. R. 449 of the 26th March 1965, on the whole to be not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays, are regulated thereby than the relative provisions of the said Act.

M. VILJOEN,
Deputy-Minister of Labour.

INHOUD.

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