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GOEWERMENTSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. R. 1422.] [17 September 1965.
 LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 267.—DIE BEDRYF VIR
 DIE VERHUUR VAN WOONSTELLE OF
 WOONKAMERS, SEKERE BINNELANDSE
 GEBIEDE.

In opdrag van die Minister van Arbeid word hierby ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by subartikel (1) van artikel *veertien* van genoemde Wet, die loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Bedryf vir die Verhuur van Woonstelle of Woonkamers, sekere Binnelandse Gebiede, gemaak het en die 1ste dag van November 1965 bepaal het as die datum waarop die bepalings van genoemde loonvasstelling bindend word.

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

Hierdie Vasstelling is van toepassing op alle werknemers in die Bedryf vir die Verhuur van Woonstelle of Woonkamers en op die werkgewers van sodanige werknemers in die volgende gebiede:—

- Kaapprovinsie.*—Die munisipale gebied van Kimberley;
Natal.—Die munisipale gebied van Pietermaritzburg;
Oranje-Vrystaat.—Die munisipale gebied van Bloemfontein en die landdrostdistrik Sasolburg;
Transvaal.—Die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark en Vereeniging.

2. WOORDOMSKRYWING.

(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 dié Wet en, tensy strydig met die samehang, beteken—

- (i) „arbeider” ’n werknemer wat een of meer van die volgende werksaamhede of pligte uitvoer:—
 (a) Gerei, bagasie of ander goed dra, verskuif of opstapel, of vuilwater verwyder, of kraffies of bekere vul of leegmaak;
 (b) briewe, boodskappe, of pakkies te voet of met gebruikmaking van ’n trapfiets, driewiel, handkar of soortgelyke vervoermiddel aflewer;
 (c) badde, wasbakke, gerei, meubels, vensters, persele, voertuie of ander goed skoonmaak;
 (d) vloere, meubels of ander goed poleer;
 (e) vuurmaak of vure stook, of vuilgoed of as verwyder;
 (f) ’n handkar of soortgelyke vervoermiddel stoot of trek;
 (g) persele, bagasie, voertuie of ander goed oppas-hoofsaaklik tussen 6 vm. en 6 nm.;
 (h) tuinmaak; (xii)
 (ii) „bedryfsinrigting” ’n perseel waarop of in verband waarmee een of meer werknemers in die Bedryf vir die Verhuur van Woonstelle of Woonkamers in diens is; (ix)

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. R. 1422.] [17 September 1965.
 WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 267.—THE TRADE
 OF LETTING FLATS OR ROOMS, CERTAIN
 INLAND AREAS.

By direction of the Minister of Labour it is hereby notified, in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that the Minister under the powers vested in him by sub-section (1) of section *fourteen* of the said Act, has made the wage determination in the Schedule hereto in respect of the Trade of Letting Flats or Rooms, certain Inland Areas, and has fixed the 1st day of November, 1965, as the date from which the provisions of the said wage determination shall be binding.

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

This Determination shall apply to all employees in the Trade of Letting Flats or Rooms and to the employers of such employees in the following areas:—

- Cape Province.*—The Municipal Area of Kimberley;
Natal.—The Municipal Area of Pietermaritzburg;
Orange Free State.—The Municipal Area of Bloemfontein and the Magisterial District of Sasolburg;
Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark and Vereeniging.

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) “caretaker” means an employee in charge of a block of residential flats or rooms who directs and supervises the work of the cleaning staff or, on behalf of the proprietor, lets flats or rooms, receives payment of rent or engages, pays or discharges employees, or deals with complaints of tenants; (xvi)
 (ii) “casual employee” means an employee who is employed by the same employer on not more than three days in any week; (xii)
 (iii) “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 receptionist but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee’s duties; (vi)
 (iv) “clerk, female, qualified,” means a female clerk who has had not less than four years’ experience; (vii)
 (v) “clerk, female, unqualified,” means a female clerk who has had less than four years’ experience; (viii)
 (vi) “clerk, male, qualified,” means a male clerk who has had not less than five years’ experience; (ix)

- (iii) „deeltydse werknemer” ’n werknemer wat by die week of maand hoogstens vyf gewone werkure op enige dag in diens is; (xiv)
- (iv) „die Bedryf vir die Verhuur van Woonstelle of Woonkamers” die Bedryf soos uitgeoefen deur persone wat verplig is om ’n lisensie vir die verhuur van woonstelle of woonkamers, soos bepaal in item 4 van Deel I van die Tweede Bylae van die Wet op Lisensies, 1962, uit te neem en omvat dit ook die agent aan wie die lisensiehouer die verhuur van woonstelle of woonkamers toevertrou en die werknemers van sodanige agent wat uitsluitlik in verband met die woonstelle of woonkamers in diens geneem is; (xvi)
- (v) „faktotum” ’n werknemer wat kleinere herstel- of opknappingswerk aan meubels, installasie, toerusting of geboue uitvoer; (xi)
- (vi) „klerk” ’n werknemer wat skryf-, tik-, lisseer- of enige ander klerklike werk doen en omvat dit ook ’n kassier en ’n ontvangsdame, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie al maak klerklike werk ook deel uit van sodanige werknemer se pligte; (iii)
- (vii) „klerk, man, gekwalifiseerd,” ’n manlike klerk met minstens vyf jaar ondervinding; (iv)
- (viii) „klerk, man, ongekwalifiseerd,” ’n manlike klerk met minder as vyf jaar ondervinding; (v)
- (ix) „klerk, vrou, gekwalifiseerd,” ’n vroulike klerk met minstens vier jaar ondervinding; (vi)
- (x) „klerk, vrou, ongekwalifiseerd,” ’n vroulike klerk met minder as vier jaar ondervinding; (vii)
- (xi) „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 voorgeskryf, dit sodanige hoër bedrag beteken; (xvii)
- (xii) „los werknemer” ’n werknemer wat op hoogstens drie dae in enige week deur dieselfde werkgewer in diens geneem word; (ii)
- (xiii) „nagwag” ’n werknemer wat hoofsaaklik tussen 6 nm. en 6 vm. waghou oor die perseel, bagasie, voertuie of ander eiendom en die vuur vir ’n waterverwarmer mag maak, stook of uithaal; (xiii)
- (xiv) „noodwerk” werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim gedoen moet word; (viii)
- (xv) „ondervinding”, met betrekking tot ’n klerk, die totale tydperk of tydperke wat ’n werknemer as klerk in enige bedryf of in diens van die Staat gewerk het: Met dien verstande dat by die toepassing van hierdie woord-omskrywing slegs eenhelfte van die totale tydperk of tydperke diens wat ’n werknemer as deeltydse klerk gehad het, geag word ondervinding as klerk te wees; (x)
- (xvi) „opsigter” ’n werknemer wat ’n blok woonstelle of woonkamers onder sy toesig het en die werk van die skoonmaakpersoneel reël en daarvoor toesig hou of, namens die eienaar, woonstelle of kamers verhuur of huurgeld ontvang of werknemers in diens neem, betaal of ontslaan, of aandag gee aan klagtes van huurders; (i)
- (xvii) „spreiding” die tydperk op enige dag vanaf die tyd wanneer die werknemer begin werk tot die tyd wanneer hy vir daardie dag uitskei. (xv)
- (2) By die toepassing van hierdie Vasstelling word ’n werknemer geag in die klas te wees waarin hy uitsluitend of hoofsaaklik werk.

3. BELONING.

(1) Die minimum loon wat ’n werkgewer aan elke lid van die ondergemelde klasse van sy werknemers moet betaal word hieronder uiteengesit:—

(a) Werknemers uitgesonderd deeltydse werknemers en los werknemers.

(i)	In alle gebiede per maand. R
Klerk, man, gekwalifiseerd.....	100.00
Klerk, man, ongekwalifiseerd—	
Gedurende die eerste jaar ondervinding.....	40.00
Gedurende die tweede jaar ondervinding.....	52.00
Gedurende die derde jaar ondervinding.....	64.00
Gedurende die vierde jaar ondervinding.....	76.00
Gedurende die vyfde jaar ondervinding.....	88.00
Klerk, vrou, gekwalifiseerd.....	68.00
Klerk, vrou, ongekwalifiseerd—	
Gedurende die eerste jaar ondervinding.....	37.00
Gedurende die tweede jaar ondervinding.....	44.75
Gedurende die derde jaar ondervinding.....	52.50
Gedurende die vierde jaar ondervinding.....	60.25
Faktotum.....	45.00;

- (vii) „clerk, male, unqualified,” means a male clerk who has had less than five years’ experience; (x)
- (viii) „emergency work” means any work which, owing to any unforeseen circumstance such as a fire, storm, accident, epidemic, act of violence or theft, must be done without delay; (xiv)
- (ix) „establishment” means any premises in or in connection with which one or more employees are employed in the Trade of Letting Flats or Rooms; (ii)
- (x) „experience” means, in relation to a clerk, the total period or periods of employment which an employee has had as a clerk in any trade or in the service of the State: Provided that for the purposes of these definitions only one-half of the total period or periods of employment which an employee has had as a part-time clerk shall be deemed to be experience as a clerk; (xv)
- (xi) „handyman” means an employee who is engaged in making minor repairs or renovations to furniture, plant, equipment or buildings; (v)
- (xii) „labourer” means an employee who is engaged in one or more of the following activities or duties:—
- Carrying, moving or stacking utensils, luggage or other articles, or removing slops or filling or emptying water bottles or jugs;
 - delivering letters, messages or parcels on foot or by means of a bicycle, tricycle, hand cart or similar conveyance;
 - cleaning baths, wash basins, utensils, furniture, windows, premises, vehicles or other articles;
 - polishing floors, furniture or other articles;
 - making or maintaining fires or removing refuse or ashes;
 - pushing or pulling any hand cart or similar conveyance;
 - guarding premises, luggage, vehicles or other articles mainly between the hours of 6 a.m. and 6 p.m.;
 - gardening; (i)
- (xiii) „night watchman” means an employee who mainly between the hours of 6 p.m. and 6 a.m. is engaged in guarding premises, luggage, vehicles or other property and who may make, maintain and draw the fire of a hot-water installation; (xiii)
- (xiv) „part-time employee” means an employee who is employed by the week or month for not more than five ordinary hours of work on any day; (iii)
- (xv) „spreadover” means the period in any day from the time an employee commences work until he ceases work for that day; (xvii)
- (xvi) „the trade of letting flats or rooms” means the trade carried on by persons who are required to take out a licence for the letting of flats or rooms as specified in item 4 of Part I of the Second Schedule to the Licences Act, 1962, and includes the agent to whom the licensee entrusts the letting of flats or rooms and the employees of such agent who are employed exclusively in connection with the flats or rooms; (iv)
- (xvii) „wage” means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that where an employer regularly pays an employee in respect of his ordinary hours of work an amount higher than that prescribed in clause 3 it means such higher amount. (xi)

(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)	In All Areas per Month. R
Clerk, female, qualified.....	68.00
Clerk, female, unqualified—	
During the first year of experience.....	37.00
During the second year of experience.....	44.75
During the third year of experience.....	52.50
During the fourth year of experience.....	60.25
Clerk, male, qualified.....	100.00
Clerk, male, unqualified—	
During the first year of experience.....	40.00
During the second year of experience.....	52.00
During the third year of experience.....	64.00
During the fourth year of experience.....	76.00
During the fifth year of experience.....	88.00
Handyman.....	45.00;

(ii)

	In die landdrosdistrik Johannesburg.	In die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark en Vereeniging.	In die munisipale gebiede van Bloemfontein en Kimberley en die landdrosdistrik Sasolburg.	In die munisipale gebied van Pietermaritzburg.
	Per maand. R	Per maand. R	Per maand. R	Per maand. R
Arbeider, man, 18 jaar oud of ouer.....	30.20	29.40	26.50	26.00
Arbeider, man, onder 18 jaar.....	22.65	22.10	19.90	19.50
Arbeider, vrou.....	24.20	23.55	21.20	20.80
Opsigter.....	65.00	65.00	60.00	60.00
Nagwag.....	31.20	30.40	27.50	27.00
Werknemer wat in hierdie subklousule nie uitdruklik vermeld word nie.....	31.20	30.40	27.50	27.00

(ii)

	In the Magisterial District of Johannesburg.	In the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark and Vereeniging.	In the Municipal Areas of Bloemfontein and Kimberley and the Magisterial District of Sasolburg.	In the Municipal Area of Pietermaritzburg.
	Per Month. R	Per Month. R	Per Month. R	Per Month. R
Caretaker.....	65.00	65.00	60.00	60.00
Labourer, female.....	24.20	23.55	21.20	20.80
Labourer, male, of or over the age of 18 years.....	30.20	29.40	26.50	26.00
Labourer, male, under the age of 18 years.....	22.65	22.10	19.90	19.50
Night watchman.....	31.20	30.40	27.50	27.00
Employee not specifically mentioned in this sub-clause.....	31.20	30.40	27.50	27.00

(b) *Deeltydse werknemer.*—'n Deeltydse werknemer moet minstens drie-vierdes betaal word van die loon wat in paragraaf (a) voorgeskryf word vir 'n werknemer in dieselfde gebied, van dieselfde klas en geslag en met dieselfde ondervinding: Met dien verstande dat 'n deeltydse opsigter, indien normaalweg van hom verlang word om vir hoogstens twee gewone werkure op enige dag te werk, minstens 'n kwart van die loon wat in paragraaf (a) vir 'n opsigter voorgeskryf word, betaal kan word.

(c) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een ses-en-twintigste betaal word van die maandloon in paragraaf (a) 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 of toelaat dat sy los werknemer die werk verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking „maandloon” beteken die maandloon voorgeskryf vir 'n gekwalifiseerde werknemer van dié klas, en voorts met dien verstande dat, as die werkgewer vereis of toelaat dat sy los werknemer 'n tydperk van hoogstens vier opeenvolgende ure op enige dag werk, sy loon vir dié dag met hoogstens vyftig persent verminder mag word.

(2) *Kontrakbasis.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n maandelikse grondslag berus en, behoudens die bepaling van klousule 4 (6), moet 'n werknemer ten opsigte van 'n maand minstens die volle maandloon betaal word wat in subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk voorgeskryf word en dit ongeag of hy in elke week van sodanige maand die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, dan wel minder, gewerk het.

(3) *Differensiële loon.*—'n Werkgewer wat vereis of toelaat dat 'n 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 loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas,

(b) *Part-time Employee.*—A part-time employee shall be paid not less than three-fourths of the wage prescribed in paragraph (a) for an employee in the same area, of the same class and sex and with the same experience: Provided that a part-time caretaker may, if he is normally required to work for not more than two ordinary hours of work on any day, be paid not less than one-fourth of the wage prescribed in paragraph (a) for a caretaker.

(c) *Casual Employee.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one twenty-sixth of the monthly wage prescribed in paragraph (a) 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 or permits a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression “monthly wage” shall mean the monthly wage prescribed for a qualified employee of that class, and provided further that, where the employer requires or permits a casual employee to work for a period of not more than four consecutive hours on any day, his wage for such day may be reduced by not more than fifty per cent.

(2) *Basis of Contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a monthly basis and, save as provided in clause 4 (6), an employee shall be paid in respect of a month not less than the full monthly wage prescribed in sub-clause (1), read with sub-clause (3), for an employee of his class in the area in which he works, whether he has in each week of such month worked the maximum number of ordinary hours of work applicable to him in terms of clause 5 or less.

(3) *Differential Wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

- (a) 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,

in subklousule (1) voorgeskryf word, moet ten opsigte van dié dag aan sodanige werknemer 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 skaal net bo die loon wat die werknemer vir sy gewone werk ontvang het.

Met dien verstande—

- (i) dat die bepaling van hierdie subklousule nie geld 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 word dat dit 'n werkgewer belet om te vereis dat sy werknemer 'n ander klas werk verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Loonberekening.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy maandloon gedeel deur ses-en-twintig.

(b) Die weekloon van 'n werknemer is sy maandloon gedeel deur vier en 'n derde.

(c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal van die gewone weeklikse werkure in klousule 5 vir 'n werknemer van sy klas voorgeskryf.

4. BETALING VAN BELONING.

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepaling van klousule 6 (5), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, maandeliks of weekliks in kontant of, as die werknemer daartoe instem, 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 aangegee 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 sodanige koevert of houer waarop hierdie inligting aangegee word of sodanige staat word die eiendom van die werknemer.

(2) *Los werknemers.*—'n Werkgewer 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 werkgewer betaal of deur hom aangeneem word nie.

(4) *Koop van goedere.*—'n Werkgewer 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 bepaling van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer 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) *Aftekings.*—'n Werkgewer 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 dié skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystand-, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir ledegelde van vakverenigings;
- (b) behoudens andersluidende bepaling in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer uit sy werk afwesig was, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
- (c) iedere bedrag wat 'n werkgewer 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 Bantoe (Stadsgebiede) Konsolidasiewet, 1945, verplig word, om kos en inwoning of kos of inwoning van sy werkgewer aan te neem, 'n bedrag hoogstens gelyk aan onderstaande bedrae—

	Kos.	Inwoning.	Kos en inwoning.
	Per maand. R	Per maand. R	Per maand. R
Alle werknemers.....	3.47	1.73	5.20;

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, in terms of sub-clause (1), the difference between classes 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 the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Calculation of Wages.*—(a) The daily wage of an employee, other than a casual employee, shall be his monthly wage divided by twenty-six.

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

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of 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 (5), any amount due to an employee, other than a casual employee, shall be paid monthly or weekly in cash or, with the consent of the employee, by cheque 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) *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 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.

(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 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—

	Board.	Lodging.	Board and Lodging.
	Per Month. R	Per Month. R	Per Month. R
All employees.....	3.47	1.73	5.20;

(e) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkgewer 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 Bantodorp onder die beheer van so 'n raad of ander plaaslike bestuur bewoon.

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

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

- (a) in die geval van 'n ander werknemer as 'n deeltidse of 'n los werknemer, twee-en-veertig in enige week van Maandag tot en met Sondag;
- (b) in die geval van 'n deeltidse werknemer, vyf-en-dertig in enige week van Maandag tot en met Sondag;
- (c) in die geval van 'n los werknemer, agt-en-'n-half op enige dag.

(2) *Spreiding.*—Die gewone werkure en alle oortyd van 'n werknemer, met inbegrip van alle etenspouses, moet in 'n spreiding van hoogstens twaalf uur op 'n dag voltooi word.

(3) *Etenspouses.*—'n Werkgewer mag nie vereis of toelaat dat sy werknemer meer as vyf uur aaneen werk sonder 'n etenspouse van minstens een uur waarin sodanige werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en sodanige pouse vorm geen deel van die gewone werkure of oortyd: Met dien verstande dat werktye wat onderbreek word deur pouses van minder as 'n uur, geag word aaneen te loop.

(4) *Weeklikse rustyd.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd los werknemers, in elke week 'n rustyd toestaan van minstens negentien opeenvolgende ure met aanvang twaalfuur middag.

(5) *Oortyd.*—Alle tyd deur 'n werknemer gewerk bo die getal gewone werkure wat in subklousule (1) voorgeskryf word, is oortyd.

(6) *Beperking op 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 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) in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op 'n dag gewerk;
- (b) in die geval van enige ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in 'n week gewerk.

(8) *Uitsonderings.*—(a) Die bepalings van hierdie klousule is nie van toepassing op 'n opsigter of 'n nagwag nie.

(b) Die bepalings van subklousules (3), (4) en (6) is nie van toepassing op 'n werknemer onderwyl hy noodwerk verrig nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousules (2), (3) en (4), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, op elke voltooide tydperk van twaalf maande in sy diens toestaan—

- (a) in die geval van 'n opsigter of 'n nagwag, een-en-twintig opeenvolgende kalenderdae verlof;
- (b) in die geval van enige ander werknemer, veertien opeenvolgende kalenderdae verlof,

en sodanige werknemer ten opsigte van sodanige verlof betaal—

- (i) in die geval van 'n werknemer in paragraaf (a) vermeld, 'n bedrag van minstens driemaal die weekloon waarop hy van die eerste dag van sy verlof af geregtig is;
- (ii) in die geval van 'n werknemer in paragraaf (b) vermeld, 'n bedrag van minstens dubbel die weekloon waarop hy van die eerste dag van sy verlof af geregtig is.

(2) Die verlof voorgeskryf in subklousule (1) word toegestaan 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 sy werknemer voor die afloop van die gemelde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer toestaan vanaf 'n datum uiterlik twee maande ná afloop 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, Goede Vrydag, Hemelvaartdag, Gelofte van 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;

(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 other than a part-time or a casual employee, fifty-two in any week from Monday to Sunday, inclusive;
- (b) in the case of a part-time employee, thirty-five in any week from Monday to Sunday, inclusive;
- (c) in the case of a casual employee, eight and one-half on any day.

(2) *Spreadover.*—The ordinary hours of work and all overtime of an employee shall be completed and all meal intervals must be included in a spreadover of not more than twelve hours on any day.

(3) *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 that periods of work interrupted by intervals of less than one hour shall be deemed to be continuous.

(4) *Weekly Time off Duty.*—An employer shall grant to each of his employees, other than casual employees, in any week time off for not less than nineteen consecutive hours commencing at 12 o'clock midday.

(5) *Overtime.*—All time worked by an employee 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 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.*—(a) The provisions of this clause shall not apply to a caretaker or a night watchman.

(b) The provisions of sub-clauses (3), (4) and (6) shall not apply to an employee while he is engaged on emergency work.

6. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clauses (2), (3) and (4), 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 caretaker or a night watchman, twenty-one consecutive calendar days' leave;
- (b) in the case of every other employee, fourteen consecutive calendar days' leave,

and shall pay such employee in respect of such leave—

- (i) in the case of 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 his 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 his leave.

(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 his employee have agreed thereto in writing before the expiry 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 expiry 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) dat 'n werkgever 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 werkgever die verlof oor 'n tydperk van hoogstens vier-entwintig maande diens laat oploop: Met dien verstande—

- (i) dat die versoek deur die werknemer gedoen word binne vier maande ná afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en
- (ii) dat die werkgever die ontvangsdatum van die versoek daarop aanbring en dit onderteken, en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die afloopdatum van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van dié twee datums.

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

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

- (i) dat betaling in plaas van verlof hoogstens een maal in elke twee opeenvolgende tydperke van twaalf maande diens by dieselfde werkgever toegelaat word;
- (ii) dat die werknemer die versoek doen binne uiters vier maande ná afloop van die twaalf maande diens waarop die verlof betrekking het;
- (iii) dat die werkgever die ontvangsdatum van die versoek daarop aanbring en onderteken, en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die afloopdatum van die tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van die datums.

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

(6) Aan 'n werknemer wie se dienskontrak gedurende enige dienstermyn van twaalf maande eindig voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van so 'n termyn opgehoop het, moet by sodanige diensbeëindiging, benewens enige ander beloning wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige dienstermyn '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 voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever ten opsigte van enige verloftyd wat hy ingevolge die vierde voorbehoud in subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek, en met dien verstande voorts dat 'n werknemer—

- (i) wat sy diens verlaat sonder dat hy die dienskontrak opgesê het soos by klousule 10 voorgeskryf word, tensy die werkgever van sodanige opsegging afgesien het of die werknemer die werkgever in plaas van die opsegging betaal het; of

- (ii) wat sy diens sonder regsgeldige rede verlaat,

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

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

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

- (a) enige tydperk ten opsigte waarvan 'n werkgever 'n werknemer ingevolge klousule 10 betaal in plaas van die dienskontrak op te sê;
- (b) enige tydperk wat 'n werknemer afwesig is—
 - (i) met verlof ingevolge hierdie klousule;
 - (ii) met siekteverlof ingevolge klousule 7;
 - (iii) op las of versoek van sy werkgever,
 en wel tot 'n totaal in enige jaar van hoogstens tien weke; en

- (c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om van een tydperk van sodanige opleiding meer dan vier maande as diens te eis nie,

en diens word geag te begin—

- (i) in die geval van 'n werknemer wat voor 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;

(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 receipt of the request is endorsed on the request by the employer over his signature; and the request shall be retained by him for a period of not less than three years from such date or the date of the expiry of the first period of twelve months of employment to which the leave relates, whichever is the later.

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

(4) At the written request of his employee, an employer may, in lieu of the leave prescribed in sub-clause (1) for such employee, pay to him not less than the amount which the employer would have had to pay to him in respect of such leave if the leave had been granted: Provided—

- (i) that payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of twelve months of employment with the same employer;
- (ii) that the request is made by the employee not later than four months after the expiry of the twelve months of employment to which the leave relates;
- (iii) that the date of receipt of the request is endorsed on the request by the employer over his signature, and the request shall be retained by him for a period of not less than three years from such date or the date of the expiry of the period of twelve months of employment to which the leave relates, whichever is the later.

(5) *Leave Remuneration*.—The remuneration in respect of the 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.

(6) 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) has accrued in respect of that period 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 10, 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,

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

(7) An employee who has become entitled to a period of leave prescribed in sub-clause (1), read with sub-clause (3), and whose contract of employment terminates 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 at the date of the termination.

(8) 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 10, pays an employee in lieu of notice of the termination of the contract of employment;
- (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; for an aggregate of not more than ten weeks; and
- (c) any period during which an employee is absent on account of military training in terms 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 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 Vasstelling in diens was 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, op die datum waarop sodanige werknemer by sy werkgever in diens getree het of op die datum van die inwerkingtreding van hierdie Vasstelling, 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, altesaam minstens vier-en-twintig werkdag siekteverlof toestaan gedurende elke tydkring van vier-en-twintig opeenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het. Met dien verstande—

- (i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens;
- (ii) dat hierdie klousule nie van toepassing is op '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 vier-en-twintig werkdag in elke tydkring van vier-en-twintig maande diens betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoud van hierdie subklousule te bowe hoef te gaan nie;
- (iii) 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 van toepassing is nie.

(2) Voordat 'n werkgever 'n bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk vir 'n tydperk wat oor meer as drie opeenvolgende kalenderdae strek, kan hy vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n geregistreerde geneesheer geteken is en wat die aard en duur van die ongeskiktheid aangee. Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke betaling ingevolge hierdie klousule by twee of meer geleenthede ontvang het sonder om so 'n 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 so 'n sertifikaat voorlê.

(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 op betaling ten opsigte van 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 te omvat—

- (i) enige tydperk wat 'n werknemer afwesig is—

- (aa) met verlof ingevolge klousule 6;
- (bb) op las of versoek van sy werkgever;
- (cc) met siekteverlof ingevolge subklousule (1),

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

- (ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om van een tydperk van sodanige opleiding meer dan vier maande as diens te eis nie,

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 sodanige werknemer gedurende sodanige tydperk toegestaan is, word geag ingevolge hierdie Vasstelling toegestaan te wees;

- (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, on the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.

7. SICK LEAVE.

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

- (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 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-four work days in each cycle of twenty-four months of employment, except that during the first twenty-four months in which contributions are paid 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 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 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, has 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), for an aggregate, in any year, of not more than ten weeks, and

- (ii) any period during which an employee is absent on account of military training in terms 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 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 such leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

- (b) beteken „ongeskiktheid” die onvermoë om te werk weens siekte of besering, behalwe as dit veroorsaak is deur—
- 'n werknemer se eie wangedrag; of
 - 'n ongeluk binne die bedoeling van die Ongevallewet, 1941.

8. OPENBARE VAKANSIEDAE.

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

(2) As 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag werk, moet sy werkgever, behoudens die bepaling van klousule 4 (6)—

- hom vir die maand waarin so 'n dag val, minstens sy maandloon betaal, plus sy dagloon vir elke sodanige dag wat hy gewerk het; of
- hom vir elke sodanige dag wat hy gewerk het, een ekstra dag jaarlikse verlof toestaan en hom vir die ekstra dag minstens sy dagloon betaal.

(3) Hierdie klousule geld nie vir 'n opsigter, 'n nagwag of 'n los werknemer nie.

9. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet alle uniforms, oorpakke of ander beskermende kleres 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 kleres bly die eiendom van die werkgever. Met dien verstande dat 'n werkgever sy werknemer, benewens die loon in klousule 3 (1) voorgeskryf, die bedrag van vyf-en-sestig sent per maand kan betaal en sodanige werknemer dan sy eie uniform, oorpak of ander beskermende kleres moet verskaf, en dit sy eiendom is en bly.

10. BEÏNDIGING VAN DIENSKONTRAK.

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

- gedurende die eerste vier weke diens, minstens een werkdag,
- na die eerste vier weke diens, minstens een week,

vooruit opse; of 'n werkgever of 'n werknemer kan die kontrak sonder opsegging beëindig deur, in plaas van die opsegging, aan die werknemer of die werkgever, al na gelang van die geval, minstens die volgende te betaal—

- in die geval van een werkdag opsegging, die dagloon wat die werknemer ten tyde van die beëindiging ontvang;
- in die geval van een week opsegging, die weekloon wat die werknemer ten tyde van die beëindiging ontvang;

Met dien verstande dat hierdeur onaangetas gelaat word—

- die reg van 'n werkgever of sy werknemer om op regsgeldige grond die kontrak sonder opsegging te beëindig;
- '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;
- die werking van verbeurings of boetes wat regtens van toepassing mag wees op 'n werknemer wat sy diens verlaat.

(2) Indien daar ingevolge die tweede voorbehoud 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—

- 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 'n werknemer ondergaan ingevolge die Verdedigingswet, 1957, nie;
- dat gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 opsegging nie mag geskied nie.

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

11. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkgever aan die betrokke werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat gee wesenlik in die vorm wat in die Bylae tot hierdie Vasstelling voorgeskryf word, 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 op die datum van sodanige beëindiging aangegee word.

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

- an employee's own misconduct; or
- an accident within the meaning of the Workmen's Compensation Act, 1941.

8. PUBLIC HOLIDAYS.

(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 month in which such day falls not less than his monthly 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 is provided in clause 4 (6)—

- pay him for the month in which such day falls not less than his monthly wage, plus his daily wage in respect of each such day worked; or
- grant him in respect of each such day worked one extra day of annual leave and pay him in respect of each such extra day not less than his daily wage.

(3) This clause shall not apply to a caretaker, a night watchman or a casual employee.

9. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall or other protective clothing which he 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: Provided that an employer may pay to his employee, in addition to the wage prescribed for him in clause 3 (1), the sum of sixty-five cents per month and such employee shall then provide his own uniform, overall or protective clothing, which shall be and remain his property.

10. 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—

- during the first four weeks of employment, not less than one work day's,
- after the first four weeks of employment, not less than one week's,

notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than—

- in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;
- in the case of one week's notice, the weekly 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 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 and shall run from the day on which it is given: 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 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.

11. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a casual employee, with a certificate of service, substantially in the form prescribed in the Schedule to 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.

12. VERBOD OP INDIENSNEMING.

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

BYLAE.

Ek/Ons (a) _____
wat die bedryf vir die verhuur van woonstelle of woonkamers uit-
oefen te _____

verklaar hierby dat _____
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/maand (a).

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., opsigter, arbeider.

No. R. 1423.] [17 September 1965.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-
KOSTETOELAES BETAALBAAR INGEVOLGE
OORLOGSMAATREËL No. 43 VAN 1942, SOOS
GEWYSIG.—DIE BEDRYF VIR DIE VERHUUR
VAN WOONSTELLE OF WOONKAMERS,
SEKERE BINNELANDSE GEBIEDE.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid,
skort hierby kragtens subregulasie (1) van regulasie 4 van
die Regulasies wat by Oorlogsmaatreël No. 43 van 1942,
soos gewysig, gepubliseer is, die toepassing van genoemde
regulasies op ten opsigte van alle werknemers vir wie lone
voorgeskryf word in klousule 3 van die loonvasstelling vir
die Bedryf vir die Verhuur van Woonstelle of Woon-
kamers, sekere Binnelandse Gebiede, gepubliseer by
Goewermentskennisgewing No. R. 1422 van 17 September
1965.

A. E. TROLLIP,
Minister van Arbeid.

12. PROHIBITION OF EMPLOYMENT.

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

SCHEDULE.

I/We (a) _____
carrying on the Trade of Letting Flats or Rooms 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 _____
rand _____ cents per week/month (a).

Signature of Employer or Autho-
rised Representative.

Date _____

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

No. R. 1423.] [17 September 1965.
WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING
ALLOWANCES PAYABLE UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.—
THE TRADE OF LETTING FLATS OR ROOMS,
CERTAIN INLAND AREAS.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby
in terms of sub-regulation (1) of regulation 4 of the
regulations published under War Measure No. 43 of 1942,
as amended, 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 Trade of
Letting Flats or Rooms, certain Inland Areas, published
under Government Notice No. R. 1422 of the 17th
September, 1965.

A. E. TROLLIP,
Minister of Labour.

INHOUD.

No.	BLADSY
Departement van Arbeid.	
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