



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 1615

Registered at the Post Office as a Newspaper

PRICE 10c PRYS
OVERSEAS 15c OORSEE
POST FREE — POSVRY

REGULASIEKOERANT No. 1615

As 'n Nuusblad by die Poskantoor Geregistreer

Vol. 82]

PRETORIA, 21 APRIL 1972

ISBN 0 621 0007 8

[No. 3475

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 656

21 April 1972

WAGE ACT, 1957

WAGE DETERMINATION 342

COAL TRADE, CERTAIN AREAS

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

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all employees, other than managers, in the Coal Trade in the following areas:

Cape Province.—The Magisterial Districts of Bellville, The Cape, Simonstown and Wynberg and the municipal areas of Beacon Bay, East London and Port Elizabeth;

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

Orange Free State.—The municipal areas of Bloemfontein, Kroonstad, Odendaalsrus, Sasolburg and Welkom;

Transvaal.—(1) The Magisterial Districts of Johannesburg, Klerksdorp and Roodepoort;

(2) the municipal areas of Alberton, Benoni, Boksburg, Brakpan, Carletonville, Delmas, Edenvale, Elsburg, Germiston, Heidelberg, Kempton Park, Krugersdorp, Verwoerdburg, Nigel, Potchefstroom, Pretoria, Randfontein, Springs, Vanderbijlpark, Vereeniging and Westonaria;

(3) the village council area of Bedford View;
and to the employers of such employees.

2. DEFINITIONS

(a) 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—

(1) "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,

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 656

21 April 1972

LOONWET, 1957

LOONVASSTELLING 342

STEENKOOLBEDRYF, SEKERE GEBIEDE

In opdrag van die Minister van Arbeid, word hierby ingeolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Steenkoolbedryf, Sekere Gebiede, gemaak en die tweede Maandag na die datum van publikasie van hierdie kennisgewing 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, uitgesonderd bestuurders, in die Steenkoolbedryf in die volgende gebiede:

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

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

Oranje-Vrystaat.—Die munisipale gebiede van Bloemfontein, Kroonstad, Odendaalsrus, Sasolburg en Welkom;

Transvaal.—(1) Die landdrosdistrikte Johannesburg, Klerksdorp en Roodepoort;

(2) die munisipale gebiede van Alberton, Benoni, Boksburg, Brakpan, Carletonville, Delmas, Edenvale, Elsburg, Germiston, Heidelberg, Kempton Park, Krugersdorp, Verwoerdburg, Nigel, Potchefstroom, Pretoria, Randfontein, Springs, Vanderbijlpark, Vereeniging en Westonaria;

(3) die dorpsraadgebied van Bedford View;
en op die werkgewers van sodanige werknemers.

2. WOORDOMSKRYWINGS

(a) Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie Vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet en, tensy onbestaanbaar met die sinsverband, beteken—

(1) "ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag

or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act; (1)

(2) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (17)

(3) "chargehand" means an employee who is in charge of a group of labourers and who may keep a record of bags or sacks filled; (21)

(4) "checker" means an employee who is engaged in checking bags of coal or firewood for delivery and who supervises the loading of vehicles; (15)

(5) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, an employee who collects money outside an establishment and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work; (9)

(6) "clerk, female, qualified," means a female clerk who has had not less than four years' experience; (12)

(7) "clerk, female, unqualified," means a female clerk who has had less than four years' experience; (13)

(8) "clerk, male, qualified," means a male clerk who has had not less than five years' experience; (10)

(9) "clerk, male, unqualified," means a male clerk who has had less than five years' experience; (11)

(10) "coal" includes coke and charcoal; (26)

(11) "Coal Trade" means the trade in which employers and employees are associated for the sale, distribution and preparation for sale of coal or firewood or both, or for any one or more of these activities; (27)

(12) "compound manager" means an employee who is in charge of a compound and responsible for the cleanliness of the compound and the discipline of the employees housed in the compound; (8)

(13) "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; (5)

(14) "emergency work" means—

(a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence or theft, must be done without delay;

(b) any work in connection with the loading or unloading of—

(i) ships;

(ii) trucks or vehicles of the South African Railways and Harbours;

(iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours; (19)

(15) "establishment" means any premises in or in connection with which one or more employees are employed in the Coal Trade; (3)

(16) "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 or in the service of the State: Provided that only half of the period or periods which a clerk has had as a part-time employee shall be reckoned as employment as a clerk;

(b) a yard clerk, the total period or periods of employment which an employee has had in the Coal Trade as a yard clerk; (22)

(17) "Grade I employee" means an employee who is engaged in any one or more of the following activities:

(a) Affixing postage stamps on letters, parcels or other articles or using a manually operated franking machine;

(b) assisting an artisan other than by the independent use of tools;

(c) delivering messages, letters or goods on foot or by means of a bicycle or other non-power-driven vehicle;

(d) folding or enveloping mail;

(e) oiling or greasing machinery or vehicles, other than motor vehicles;

(f) cooking rations or making or serving tea or similar beverages; (34)

(18) "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery, plant or other equipment, or in effecting minor repairs or renovations to buildings, but who does not do work normally performed by an artisan; (7)

word aangewys te wees, of wat in besit is van 'n vaardigheid-sertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of 7 (3) van genoemde Wet; (1)

(2) "arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Die bediener van 'n houtsaagmasjien help deur hout vas te hou;

(b) steenkool breek;

(c) artikels dra, verskuif of opstapel op 'n ander wyse as deur 'n kragaangedrewe toestel te gebruik;

(d) die perseel of masjinerie, werktuie, gereedskap, gerei, meubels, voertuie of ander artikels skoonmaak;

(e) hout saag, breek, kloof, kap of op 'n ander manier voorberei as brandhout, maar nie deur 'n kragmasjien te gebruik nie;

(f) bome of struikgewas afkap, uitroei of verwyder;

(g) sakke vul, toemaak, oopmaak of uitskud;

(h) tuinwerk doen;

(i) kampongs, latrines, buitegeboue of soortgelyke geboue of bouwerke wit of ontsmet;

(j) laai of aflaai;

(k) vure maak of aan die brand hou, of afvalgoed of as verwyder;

(l) hout of kiste, sakke of ander houers merk, brandmerk, sjabloneer of etiketteer;

(m) sakke met die hand heelmaak;

(n) 'n hystoestel of goederehyser met die hand bedien;

(o) by herhaling volgens 'n voorafbepaalde gewig weeg of by herhaling na 'n vaste maat meet;

(p) met 'n handgraaf skep;

(q) klinkers, steenkool of ander artikels of goedere sorteer;

(r) sakke teer;

(s) rubber- of ander stempels gebruik waar diskresie of seleksie nie nodig is nie; (19)

(3) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Steenkoolbedryf in diens is; (15)

(4) "bestuurder" 'n werknemer wat deur sy werkgever belas is met die algehele—

(a) toësig oor,

(b) verantwoordelikheid vir, en

(c) leiding van

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk; (21)

(5) "bestuurder van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig bestuur, en by die toepassing van hierdie woord-omskriving omvat die uitdrukking " 'n motorvoertuig bestuur" alle tydperke wat hy bestuur, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te bestuur; (13)

(6) "deeltydse werknemer" 'n klerk of vroulike arbeider wat as sodanig by die week of maand hoogstens 30 gewone werkure in 'n week in diens is; (24)

(7) "faktotum" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie, installasie of uitrusting, of wat kleinere herstelwerk of opknappings aan geboue doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (18)

(8) "kampongbestuurder" 'n werknemer wat aan die hoof staan van 'n kampong en wat verantwoordelik is vir die sindelikeit van die kampong en die tug van die werknemers wat daarin woon; (12)

(9) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, 'n werknemer wat buite die bedryfsinrigting geld insamel en 'n skakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (5)

(10) "klerk, man, gekwalifiseerd," 'n manlike klerk met minstens vyf jaar ondervinding; (8)

(11) "klerk, man, ongekwalifiseerd," 'n manlike klerk met minder as vyf jaar ondervinding; (9)

(12) "klerk, vrou, gekwalifiseerd," 'n vroulike klerk met minstens vier jaar ondervinding; (6)

(13) "klerk, vrou, ongekwalifiseerd," 'n vroulike klerk met minder as vier jaar ondervinding; (7)

(14) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n slappe in die bedryf of 'n tekort aan voorrade; (26)

(15) "laaimeester" 'n werknemer wat sakke steenkool of brandhout vir aflewering natel en wat oor die laai van voertuie toesig hou; (4)

(16) "loon" die bedrag 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—

(i) as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanig hoër bedrag beteken;

(19) "labourer" means an employee who is engaged in any one or more of the following activities:

- (a) Assisting the operator of a wood-sawing machine by holding wood;
- (b) breaking coal;
- (c) carrying, moving or stacking articles, other than by the use of a power-driven device;
- (d) cleaning premises or machinery, implements, tools, utensils, furniture, vehicles or other articles;
- (e) cutting, breaking, splitting, chopping or otherwise preparing wood for firewood, other than by the use of a power-driven machine;
- (f) cutting down, destroying or removing trees or vegetation;
- (g) filling, closing, opening or shaking out bags;
- (h) gardening work;
- (i) limewashing or disinfecting compounds, latrines, outbuildings or similar buildings or structures;
- (j) loading or unloading;
- (k) making or maintaining fires or removing refuse or ashes;
- (l) marking, branding, stencilling or labelling wood or boxes, sacks, bags or other containers;
- (m) mending bags by hand;
- (n) operating a hoist or goods lift by hand;
- (o) repetition weighing to a pre-determined weight or repetition measuring to a set measure;
- (p) shovelling by hand;
- (q) sorting clinkers, coal or other articles or goods;
- (r) tarring bags;
- (s) using rubber or other stamps not involving discretion or selection; (2)
- (20) "law" includes the common law; (35)
- (21) "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; (4)

(22) "motor vehicle" means any power-driven vehicle used for conveying goods and includes a mechanical horse and a tractor; (18)

(23) "overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 5 (1) or (2) but does not include any period during which an employee whose ordinary hours of work are prescribed in clause 5 (1), works for his employer on a Sunday; (23)

(24) "part-time employee" means a clerk or a female labourer who is employed as such by the week or month for not more than 30 ordinary hours of work in any week; (6)

(25) "senior managerial or administrative employee" means an employee who is charged by his employer with the performance of work entailing responsibility for taking decisions of an administrative character in the conduct of the activities of an establishment; (24)

(26) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade or shortage of supplies; (14)

(27) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character; (28)

(28) "trailer" means any conveyance drawn by a motor vehicle; (25)

(29) "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: Provided that in the case of a two or three-wheeled motor cycle, motor scooter or autocycle or a cycle fitted with an auxiliary engine, the unladen weight shall be deemed not to exceed 1 000 lb; (20)

(30) "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—

- (i) 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) 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 receives over and above the amount which he would have received if he had not been employed on such a basis; (16)

(31) "watchman" means an employee who is engaged in guarding premises or property; (29)

(32) "yard clerk" means an employee who is engaged at a coal site in attending to telephone calls, taking orders or making out invoices; (30)

(33) "yard clerk, qualified," means a yard clerk who has had not less than two years' experience; (31)

(ii) die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging beteken of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; (30)

(17) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is; (2)

(18) "motorvoertuig" 'n krag-aangedrewe voertuig wat gebruik word vir die vervoer van goedere, en omvat dit ook 'n voorhaker en 'n trekker; (22)

(19) "noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim gedoen moet word;

(b) enige werk in verband met die laai of aflaai van—

(i) skepe;

(ii) spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens;

(iii) voertuie wat deur 'n vervoerkontraakteur gebruik word in die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens; (14)

(20) "onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n twee- of drie-wielige motorfiets, bromponie of bromfiets of 'n trapfiets met hulpmotor, die onbelaste gewig geag word hoogstens 1 000 lb te wees; (29)

(21) "onderbaas" 'n werknemer wat aan die hoof staan van 'n groep arbeiders en wat die getal gevulde sakke mag opteken; (3)

(22) "ondervinding" met betrekking tot—

(a) 'n klerk, die totale tydperk of tydperke wat 'n werknemer as 'n klerk in enige bedryf of in die diens van die Staat werksaam was: Met dien verstande dat net die helfte van die tydperk of tydperke wat 'n klerk as 'n deeltydse werknemer in diens was, gereken word as klerklike diens;

(b) 'n werfklerk, die totale tydperk of tydperke wat 'n werknemer as 'n werfklerk in die Steenkoolbedryf werksaam was; (16)

(23) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgever werk en wat langer is as die onderskeie gewone werkeure by klousule 5 (1) of (2) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk waarin 'n werknemer wie se gewone werkeure by klousule 5 (1) voorgeskryf word, op 'n Sondag vir sy werkgever werk nie; (23)

(24) "senior bestuurs- of administratiewe werknemer" 'n werknemer wat in opdrag van sy werkgever werk verrig wat verantwoordelijkheid meebring vir die neem van besluite van 'n administratiewe aard in die uitvoering van die werksaamhede van 'n bedryfsinrigting; (25)

(25) "sleepwa" enige vervoermiddel wat deur 'n motorvoertuig getrek word; (28)

(26) "steenkool" ook kooks en houtskool; (10)

(27) "Steenkoolbedryf" die bedryf waarin werkgevers en werknemers met mekaar geassosieer is vir die verkoop, verspreiding en voorbereiding vir verkoop van steenkool of brandhout of albei, of vir een of meer van hierdie werksaamhede; (11)

(28) "tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgever werk van 'n tegniese of professionele aard verrig; (27)

(29) "wag" 'n werknemer wat 'n perseel of eiendom bewaak; (31)

(30) "werfklerk" 'n werknemer wat op 'n steenkoolwerf telefoonoprope behartig, bestellings neem of fakture uitskryf; (32)

(31) "werfklerk, gekwalifiseerd," 'n werfklerk met minstens twee jaar ondervinding; (33)

(32) "werfklerk, ongekwalifiseerd," 'n werfklerk met minder as twee jaar ondervinding; (34)

(33) "werfvoorman" 'n werknemer wat—

(a) oor die werknemers op 'n steenkoolwerf beheer uitoefen;

(b) moet toesien dat sodanige werknemers hul pligte doeltreffend uitvoer; en

(c) vir die ontvangs en aflewering van goedere verantwoordelik is; (35)

(34) "werknemer graad I" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Posseëls op briewe, pakkette of ander artikels plak of 'n handfrankeermasjien gebruik;

(b) 'n ambagsman help sonder om gereedskap selfstandig te gebruik;

(34) "yard clerk, unqualified," means a yard clerk who has had less than two years' experience; (32)

(35) "yard foreman" means an employee—

(a) who exercises control over employees employed on a coal site;

(b) who is responsible for the efficient performance by such employees of their duties; and

(c) who is responsible for the receipt and delivery of goods. (33)

(b) 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.*

	In all areas Per week R
Artisan.....	42,00
Compound manager.....	30,75
Clerk, male, qualified.....	29,54
Clerk, male, unqualified—	
during the first year of experience.....	12,00
during the second year of experience.....	15,46
during the third year of experience.....	18,92
during the fourth year of experience.....	22,38
during the fifth year of experience.....	25,85
Clerk, female, qualified.....	18,92
Clerk, female, unqualified—	
during the first year of experience.....	11,08
during the second year of experience.....	13,04
during the third year of experience.....	15,00
during the fourth year of experience.....	16,96
Handyman.....	20,50
Yard clerk, qualified.....	15,00
Yard clerk, unqualified—	
during the first year of experience.....	11,08
during the second year of experience.....	13,04
Yard foreman.....	32,00

(c) boodskappe, briewe of goedere te voet of per trapfiets of 'n ander nie-kragaangedrewe voertuig aflewer;

(d) pos vou of in koeverte steek;

(e) masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;

(f) rantsoene kook of tee of dergelike drank maak of rond-dien; (17)

(35) "wet" ook die gemene reg. (20)

(b) By die toepassing van hierdie Vastelling word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

3. BESOLDIGING

(1) Die minimum loon wat 'n werkgever aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal, is dié hieronder uiteengesit:

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

	In alle ge- biede Per week R
Ambagsman.....	42,00
Kampongbestuurder.....	30,75
Klerk, man, gekwalifiseerd.....	29,54
Klerk, man, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding.....	12,00
gedurende die tweede jaar ondervinding.....	15,46
gedurende die derde jaar ondervinding.....	18,92
gedurende die vierde jaar ondervinding.....	22,38
gedurende die vyfde jaar ondervinding.....	25,85
Klerk, vrou, gekwalifiseerd.....	18,92
Klerk, vrou, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding.....	11,08
gedurende die tweede jaar ondervinding.....	13,04
gedurende die derde jaar ondervinding.....	15,00
gedurende die vierde jaar ondervinding.....	16,96
Faktotum.....	20,50
Werkklerk, gekwalifiseerd.....	15,00
Werkklerk, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding.....	11,08
gedurende die tweede jaar ondervinding.....	13,04
Werkvoorman.....	32,00

	In the municipal areas of Beacon Bay, Bloem- fontein, Delmas, East London, Heidelberg (Tvl), Kroonstad, Odendaalsrus, Pietermaritzburg, Potchefstroom, Welkom and the Magisterial District of Klerksdorp	In all other areas
Driver of a motor vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—	Per week R	Per week R
(i) does not exceed 6 000 lb.....	15,50	17,70
(ii) exceeds 6 000 lb but does not exceed 10 000 lb.....	19,00	21,15
(iii) exceeds 10 000 lb.....	22,75	25,30
(ii)		
	In die munisipale ge- biede Beaconbaai, Bloemfontein, Del- mas, Oos-Londen, Heidelberg, Kroon- stad, Odendaalsrus, Pietermaritzburg, Potchefstroom, Welkom en die land- drosdistrik Klerks- dorp	In alle ander gebiede
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—	Per Week R	Per Week R
(i) hoogstens 6 000 lb is.....	15,50	17,70
(ii) meer as 6 000 lb maar hoogstens 10 000 lb is.....	19,00	21,15
(iii) meer as 10 000 lb is.....	22,75	25,30

(iii)

	In the Magisterial Districts of Bellville, Simonstown, The Cape, Wynberg and the municipal area of Port Elizabeth	In the municipal areas of Durban, Pinetown, Pretoria, Queensburgh, Verwoerdburg and Westville	In the municipal areas of Beacon Bay Bloemfontein, East London, Pietermaritzburg, Welkom and the Magisterial District of Klerksdorp	In the municipal areas of Delmas, Heidelberg (Tvi), Kroonstad, Odendaalsrus and Potchefstroom	In all other areas
	Per week R	Per week R	Per week R	Per week R	Per week R
Checker.....	13,10	10,70	9,30	8,30	11,30
Chargehand.....	12,65	10,20	8,85	7,90	10,75
Operator of a wood sawing machine.....					
Watchman.....	8,00	6,40	5,75	5,15	6,80
Labourer, female— during the first 12 months after this Deter- mination becomes binding.....					
during the second 12 months after this Deter- mination becomes binding.....	8,40	6,80	6,00	5,35	7,20
thereafter.....	8,80	7,20	6,25	5,60	7,60
Labourer, male, under 18 years of age— during the first 12 months after this Deter- mination becomes binding.....	7,45	6,00	5,35	4,80	6,35
during the second 12 months after this Deter- mination becomes binding.....					
thereafter.....	7,85	6,35	5,60	5,00	6,75
Labourer, male, 18 years of age or over— during the first 12 months after this Deter- mination becomes binding.....	10,00	8,00	7,15	7,00	9,50
during the second 12 months after this Deter- mination becomes binding.....					
thereafter.....	10,50	8,50	7,45	7,00	9,50
Grade I employee.....	11,00	9,00	7,80	7,00	9,50
Employee not elsewhere in this subclause specifically mentioned.....	11,50	9,40	8,15	7,30	9,90

(iii)

	In die land- drosdistrikte Bellville, Simonstad, Die Kaap, Wynberg en die munisi- pale gebied Port Elizabeth	In die munisipale gebiede Durban, Pinetown, Pretoria, Queensburgh, Verwoerdburg en Westville	In die munisipale gebiede Beaconbaai, Bloemfontein, Oos-Londen, Pietermaritzburg, Welkom en die land- drosdistrik Klerksdorp	In die munisipale gebiede Delmas, Heidelberg, Kroonstad, Odendaalsrus en Potchefstroom	In alle ander gebiede
	Per week R	Per week R	Per week R	Per week R	Per week R
Laaimeester.....	13,10	10,70	9,30	8,30	11,30
Onderbaas.....	12,65	10,20	8,85	7,90	10,75
Bediener van 'n houtsaagmasjien.....					
Wag.....	8,00	6,40	5,75	5,15	6,80
Arbeider, vrou— gedurende die eerste 12 maande nadat hierdie Vasstelling bindend word.....					
gedurende die tweede 12 maande nadat hierdie Vasstelling bindend word.....	8,40	6,80	6,00	5,35	7,20
daarna.....	8,80	7,20	6,25	5,60	7,60
Arbeider, man, onder 18 jaar— gedurende die eerste 12 maande nadat hierdie Vasstelling bindend word.....	7,45	6,00	5,35	4,80	6,35
gedurende die tweede 12 maande nadat hierdie Vasstelling bindend word.....					
daarna.....	7,85	6,35	5,60	5,00	6,75
Arbeider, man, 18 jaar en ouer— gedurende die eerste 12 maande nadat hierdie Vasstelling bindend word.....	10,00	8,00	7,15	7,00	9,50
gedurende die tweede 12 maande nadat hierdie Vasstelling bindend word.....					
daarna.....	10,50	8,50	7,45	7,00	9,50
Werknemer graad I.....	11,00	9,00	7,80	7,00	9,50
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie.....	11,50	9,40	8,15	7,30	9,90

(b) *Casual employee.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class, and provided further that, where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent.

(c) *Part-time employee.*—A part-time employee shall be paid not less than two-thirds of the wage prescribed for an employee in the same area, of the same class and sex and with the same experience.

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

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

(a) a wage higher than that of his own class, or

(b) a rising scale of wages terminating in a wage higher than that of his own class,

is prescribed in subclause (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 that—

(i) the provisions of this subclause shall not apply where the difference between classes in terms of subclause (1) is based on age, experience or sex;

(ii) 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 his employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Calculation of wages.*—(a) The 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.

(b) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by—

(i) five, in the case of an employee who normally works a five-day week;

(ii) six, in the case of every other employee.

(c) The monthly wage of an employee shall be four and a third times his weekly wage.

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee in cash or by cheque monthly during the hours of work or within 15 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 number of hours worked by the employee on a Sunday or a public holiday prescribed in clause 8 (1);

(f) the employee's wage;

(b) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een-vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat waar die werkgewer van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" beteken die weekloon wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word, en voorts met dien verstande dat, waar die werkgewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent verminder mag word.

(c) *Deeltydse werknemer.*—'n Deeltydse werknemer moet minstens twee derdes betaal word van die loon voorgeskryf vir 'n werknemer in dieselfde gebied, van dieselfde klas en geslag en met dieselfde ondervinding.

(2) *Kontrakgrondslag.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens die bepalings van klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

(3) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor of—

(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,

by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer betaal—

(i) in die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër tarief; en

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op dié kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande dat—

(i) die bepalings van hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus;

(ii) tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vastelling só uitgelê mag word dat dit 'n werkgewer belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone weeklikse werkure wat in klousule 5 vir 'n werknemer van sy klas voorgeskryf word.

(b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—

(i) vyf, in die geval van 'n werknemer wat normaalweg vyf dae per week werk;

(ii) ses, in die geval van alle ander werknemers.

(c) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepalings van klousule 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer of by diensbeëindiging as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

(a) die werkgewer se naam;

(b) die werknemer se naam of sy nommer op 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 getal ure wat die werknemer op 'n Sondag of 'n openbare vakansiedag in klousule 8 (1) voorgeskryf gewerk het;

(f) die werknemer se loon;

(g) the details of any other remuneration arising out of the employee's employment;
 (h) the details of any deductions made;
 (i) the actual amount paid to the employee; and
 (j) the period in respect of which payment is made;
 and such envelope or container on which these particulars are recorded or such statements shall become the property of the employee: Provided that—

(i) at the written request of an employee the amount due to him may be paid into his building society or bank account by his employer who shall hand to him the relevant receipt together with the aforementioned statement;

(ii) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (8) (a) or (b).

(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—

	Per week R	Per month R
(i) Board.....	0,95	4,10
(ii) Lodging.....	0,45	1,95
(iii) Board and lodging.....	1,40	6,05;

(e) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction not exceeding the amount of the employee's (other than a casual employee) hourly wage in respect of each hour of such reduction: Provided that—

(i) such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;

(ii) no deduction shall be made in the case of short-time arising out of slackness of trade, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;

(iii) no deduction shall be made in the case of short-time owing to a shortage of supplies in respect of the first hour not worked, unless the employer has given his employee notice on the previous work day that no work will be available;

(f) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such 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 other than a casual employee, to work more ordinary hours of work than—

(a) in the case of an employee other than a part-time employee who works a six-day week—

(i) forty-six in any week from Monday to Saturday, inclusive; and

(g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;

(h) besonderhede van enige bedrag wat afgetrek is;

(i) die werklike bedrag wat aan die werknemer betaal word; en

(j) die tydperk waarvoor die betaling geskied;

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

(i) op die skriftelike versoek van 'n werknemer, die bedrag aan hom verskuldig gestort mag word op sy bouvereniging- of bankrekening deur die werkgever wat die betrokke kwitanisie, tesame met voornoemde staat, aan hom moet oorhandig;

(ii) voornoemde inligting betreffende tyd gewerk nie verstrekkend hoef te word aan 'n werknemer wat ingevolge klousule 5 (8) (a) of (b) van die werkurebepalings uitgesluit is nie.

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

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

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

(5) *Kos en inwoning.*—Behoudens die bepalinge van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om kos of inwoning van kos en inwoning van hom of van enigiemand anders of op 'n plek deur hom aangewys, aan te neem nie.

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledegelede van vakverenigings;

(b) behoudens andersluidende bepalinge in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(c) enige bedrag wat 'n werkgever regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;

(d) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkgever aan te neem, 'n bedrag van hoogstens—

	Per week R	Per maand R
(i) Kos.....	0,95	4,10
(ii) Inwoning.....	0,45	1,95
(iii) Kos en inwoning.....	1,40	6,05;

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

(i) sodanige aftrekking hoogstens een derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;

(ii) geen aftrekking ten opsigte van korttyd wat deur 'n slappe in die bedryf ontstaan, geskied nie tensy die werkgever sy werknemer op die vorige werkdag kennis gee van sy voorneme om die gewone werkure te verminder;

(iii) geen aftrekking ten opsigte van korttyd geskied vir die eerste uur waarin daar nie gewerk word nie weens 'n tekort aan voorraad, tensy die werkgever sy werknemer op die vorige dag kennis gee van dat daar geen werk sal wees nie;

(f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike owerheid betaal het aan die huur van 'n huis of aan huisevesting in 'n tehuis wat die werknemer in 'n lokasie of Bantoe-dorp onder die beheer van so 'n raad of ander plaaslike owerheid bewoon.

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

(1) *Gewone werkure.*—'n Werkgever mag nie van 'n werknemer, uitgesonderd 'n los werknemer, vereis of hom toelaat om meer gewone werkure te werk nie as—

(a) in die geval van 'n werknemer, uitgesonderd 'n deeltydse werknemer, wat ses dae per week werk—

(i) ses-en-veertig in 'n week van Maandag tot en met Saterdag; en

(ii) subject to subparagraph (i) hereof eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and one half;

(b) in the case of an employee other than a part-time employee, who works a five-day week—

(i) forty-six in any week from Monday to Friday, inclusive; and

(ii) subject to subparagraph (i) hereof, nine and one quarter on any day;

(c) in the case of a part-time employee, 30 in any week from Monday to Saturday inclusive, and five on any day.

(2) An employer shall not require or permit a casual employee to work more ordinary hours of work than eight and one-half 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 not form part of the ordinary hours of work or overtime: Provided that—

(i) an employer may agree with his employee to reduce the period of such interval to not less than half an hour, and in that event, and after the employer has informed the Divisional Inspector, Department of Labour, for his area, in writing, of such agreement, the interval may be so reduced;

(ii) 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) 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) 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 subclause not to have worked during such interval;

(v) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;

(vi) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes.

(4) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning and afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(5) *Hours of work to be consecutive.*—Save as provided in subclause (3), all hours of work of an employee on any day shall be consecutive.

(6) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime for more than—

(a) in the case of a casual employee, two hours on any day;

(b) in the case of a part-time employee, six hours in any week;

(c) in the case of an employee who is wholly or mainly engaged in the delivery of goods, 12 hours in any week;

(d) in the case of any other employee, 10 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 senior managerial or administrative employee or a technical or professional employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R200 per month nor to a compound manager.

(b) The provisions of this clause shall not apply to a watchman whose employer grants him a free period of at least 24 consecutive hours in respect of every week of employment: Provided that—

(i) he makes no deduction from his watchman's wage in respect thereof;

(ii) behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enig-een van die ander dae tot agt en 'n half verleng kan word;

(b) in die geval van 'n werknemer, uitgesonderd 'n deeltydse werknemer, wat vyf dae per week werk—

(i) ses-en-veertig in 'n week van Maandag tot en met Vrydag; en

(ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart op 'n dag;

(c) in die geval van 'n deeltydse werknemer, 30 in 'n week van Maandag tot en met Saterdag, en vyf op 'n dag.

(2) 'n Werkgewer mag nie van 'n los werknemer vereis of hom toelaat om meer gewone werkure as agt en 'n half op 'n dag te werk nie.

(3) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—

(i) 'n werkgewer met sy werknemer ooreen mag kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelings-inspekteur, Departement van Arbeid, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

(ii) werktydperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudsbepaling (i) of (vi) van toepassing is, geag word aaneenlopend te wees;

(iii) as sodanige pouse langer as een uur is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;

(iv) 'n bestuurder van 'n motorvoertuig wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;

(v) alleenlik een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;

(vi) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word.

(4) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke werktydperk in die voor- en namiddag, aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en daar word geag dat so 'n pouse deel van die gewone werkure van so 'n werknemer uitmaak.

(5) *Werkure moet agtereenvolgend wees.*—Behoudens die bepaling van subklousule (3), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

(6) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—

(a) in die geval van 'n los werknemer, twee uur op 'n dag;

(b) in die geval van 'n deeltydse werknemer, ses uur in 'n week;

(c) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik met die aflewering van goedere te doen het, 12 uur in 'n week;

(d) in die geval van 'n ander werknemer, 10 uur in 'n week.

(7) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen 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 enige dag gewerk;

(b) in die geval van 'n ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in enige week gewerk.

(8) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule is nie op 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer van toepassing nie indien en solank so 'n werknemer gereeld 'n loon van minstens R200 per maand ontvang.

(b) Die bepalinge van hierdie klousule is nie op 'n wag wie se werkgewer hom 'n vry periode van minstens 24 agtereenvolgende ure ten opsigte van elke week diens toestaan, van toepassing nie: Met dien verstande dat—

(i) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;

(ii) an employer may, in lieu of granting his watchman any such free period, pay such watchman the wage which he would have received if he had not worked during such period plus an amount of not less than double his daily wage in respect of such period not granted.

(c) The provisions of subclauses (3), (4), (5) and (6) shall not apply to an employee while he is engaged on emergency work.

(d) The provisions of subclause (4) shall not apply to a driver of a motor vehicle, a labourer accompanying such driver or to a labourer engaged in loading or unloading coal or wood.

6. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him—

(a) in the case of a compound manager or a watchman, 21 consecutive days' leave;

(b) in the case of every other employee, 14 consecutive 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 which the employee was receiving immediately prior to the date on which the leave commenced;

(ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced.

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

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer may 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) 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 or military training under the Defence Act, 1957;

(iii) if New Year's Day, Good Friday, Ascension Day, Republic 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) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 12 months of employment to which the period of leave relates.

(3) (a) At the written request of his employee, and employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided—

(i) that the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates; and

(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 at least until after the expiration of the period of leave.

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

(4) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3), shall be paid not later than the last work day before the date of commencement of the leave.

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued shall, upon such termination and in addition to any other remuneration which may be due to him, 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 subclause (1), one-fourth, and;

(ii) 'n werkgewer, in plaas daarvan dat hy sodanige vry periode aan sy wag toestaan, sodanige wag dié loon mag betaal wat hy sou ontvang het indien hy nie gedurende sodanige periode gewerk het nie, plus 'n bedrag van minstens twee maal sy dagloon ten opsigte van sodanige vry periode wat nie toegestaan is nie.

(c) Die bepalinge van subklousule (3), (4), (5) en (6) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.

(d) Die bepalinge van subklousule (4) is nie op 'n bestuurder van 'n motorvoertuig, 'n arbeider wat sodanige bestuurder vergesel of 'n arbeider wat steenkool of hout laai of aflaai van toepassing nie.

6. JAARLIKSE VERLOF

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom verlof verleen van—

(a) in die geval van 'n kampongbestuurder of 'n wag, 21 agtereenvolgende dae;

(b) in die geval van enige ander werknemer, 14 agtereenvolgende dae;

en moet hy sodanige werknemer ten opsigte van sodanige verlof betaal—

(i) in die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag van minstens drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het;

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens twee maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het.

(2) Die verlof by subklousule (1) voorgeskryf, moet verleen word op 'n tyd wat die werkgewer bepaal: Met dien verstande dat—

(i) as sodanige verlof nie eerder verleen is nie, dit, behoudens die bepalinge van subklousule (3), so verleen moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het; of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer mag verleen met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

(ii) die tydperk van verlof nie met siekteverlof wat ingevolge klousule 7 verleen is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, mag saamval nie;

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;

(iv) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

(3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgewer toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens ooploop: Met dien verstande—

(i) dat sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, en

(ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.

(b) Die bepalinge van subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

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

(5) Aan 'n werknemer wie se diens gedurende enige diens-termy van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van so 'n termyn opgehoop het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diens-termy 'n bedrag betaal word van minstens—

(a) in die geval van 'n werknemer in subklousule (1) (a) bedoel, een vierde van die weekloon; en

(b) in the case of an employee referred to in paragraph (b) of subclause (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 subclause (2) and provided further than an employee—

(i) who leaves his employment without having given and served the period of 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 subclause.

(6) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (3), and whose 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 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 in any year to not more than 10 weeks; and

(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 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, 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 subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—

(a) in the case of an employee who normally works a five-day week, not less than 20 work days; and

(b) in the case of every other employee, not less than 24 work days;

sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 24 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) 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 20

(b) in die geval van 'n werknemer in subklousule (1) (b) bedoel, 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 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen het, 'n ewersdigte bedrag kan aftrek; en voorts met dien verstande dat 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgever betaal het in plaas daarvan om aldus kennis te gee; of

(ii) wat sy diens sonder 'n regsgeldige rede verlaat; of

(iii) wat sonder kennisgewing deur sy werkgever ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is;

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

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof verleen 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 verleen was.

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

(a) enige tydperk ten opsigte waarvan 'n werkgever 'n werknemer ingevolge klousule 12 betaal in plaas van kennis te gee;

(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 10 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 meer as vier maande van een sodanige opleidingstydperk as diens te eis nie; en word diens geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vasstelling, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die datum van inwerking-treding van hierdie Vasstelling in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;

(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 inwerking-treding van hierdie Vasstelling, en wel op die jongste van die twee datums.

7. SIEKTEVERLOF

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof verleen van—

(a) in die geval van 'n werknemer wat normaalweg vyf dae per week werk, altesaam minstens 20 werkdae; en

(b) in die geval van enige ander werknemer, altesaam minstens 24 werkdae;

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige 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 dat—

(i) gedurende die eerste 24 agtereenvolgende maande diens, 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdae,

or 24 work days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate may be reduced but to not less than the rate of accrual set out in the first proviso to this subclause;

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

(iv) if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.

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

(a) for more than three consecutive work 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, Republic 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 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 24 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 in respect of only such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration 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 subclause (1);

amounting in the aggregate, in any year, to not more than 10 weeks; and

(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 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 sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) Subject to the provisions of clauses 4 (6) and 6 (2), if an employee, other than a casual employee, does not work on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas day, his employer shall pay him for the week in which such day falls not less than his weekly wage.

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day his employer shall, save as provided in clause 4 (6), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage for each hour or part of an hour 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.

na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat, gedurende die eerste 24 maande wat die werknemer bydraes betaal, die gewaarborgde koers verlaag kan word maar nie tot minder nie as die aanwaskoers vermeld in die eerste voorbehoudsbepaling van hierdie subklousule;

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

(iv) indien daar by 'n ander wet van 'n werkgewer vereis word om 'n werknemer sy volle loon te betaal ten opsigte van 'n tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalings van hierdie klousule nie van toepassing is nie.

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

(a) vir langer as drie agtereenvolgende werkdade; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag;

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom mag vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgewer weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde tydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag te omvat—

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

(aa) met verlof ingevolge klousule 6;

(bb) op las of versoek van sy werkgewer;

(cc) met siekteverlof ingevolge subklousule (1);

en wat in enige jaar altesaam hoogstens 10 weke beloop; 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 meer as vier maande van een sodanige opleidingstydperk as diens te eis nie;

en word enige tydperk van diens by dieselfde werkgewer onmiddellik voor die datum van inwerkingtreding van hierdie Vasstelling by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Vasstelling verleen te wees;

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE EN SONDAE

(1) Behoudens die bepalings van klousules 4 (6) en 6 (2), moet 'n werkgewer aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgewer hom, behoudens die bepalings van klousule 4 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat, waar daar van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag word dat hy vier uur gewerk het.

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

(a) pay the employee—

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

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

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

(4) The provisions of subclauses (2) and (3) shall not apply to—

(a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (8) (a) or (b);

(b) a casual employee.

9. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

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

10. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the ground of desertion or where the employee is a casual employee, the employer shall upon termination of any contract of employment furnish the employee with a certificate of service substantially in the form prescribed in the Schedule to this Determination, showing the full names of the employer and of the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination.

11. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of 15 years.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

(b) after the first four weeks of employment, not less than one week's;

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

(i) in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of one week's notice, the weekly wage which the employee is receiving at the time of such termination;

Provided that this shall not affect—

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

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

(iii) the operation of any forfeitures or penalties which bylaw may be applicable in respect of an employee who deserts;

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

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

(a) die werknemer—

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

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen minstens twee maal sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of minstens twee maal sy dagloon betaal, en wel die bedrag wat die grootste is; of

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

(4) Die bepalinge van subklousules (2) en (3) is nie van toepassing nie—

(a) op 'n werknemer wat ingevolge klousule 5 (8) (a) of (b) van die werkurebepalings uitgesluit is;

(b) op 'n los werknemer.

9. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(a) 'n Werkgever moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sinde- like toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgever.

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

10. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgever by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik die vorm het soos in die Bylae van hierdie Vasstelling voorgeskryf en wat die volle name van die werkgever en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld.

11. VERBOD OP INDIENSNEMING

'n Werkgever mag niemand onder die leeftyd van 15 jaar in diens neem nie.

12. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werkdag;

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

(b) na die eerste vier weke diens, minstens een week;

vooraf kennis van die beëindiging van die kontrak gee, of 'n werkgever of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgever, na gelang van die geval, te betaal—

(i) in die geval van een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van een week kennisgewing, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat—

(i) die reg van 'n werkgever of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewings- termyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;

(iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros;

nie hierdeur geraak word nie; met dien verstande voorts dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd en die werkgever hom betaal in plaas van kennis te gee, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

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

(3) The notice prescribed in subclause (1) may be given on any work day: Provided that—

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

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.

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

13. LOG-BOOK

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

DAILY LOG

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

(Signature of driver)

Date _____ 19 _____

(2) Every driver of a motor vehicle shall, in the log-book referred to in subclause (1), keep a daily log in duplicate in respect of each day's work and shall within 24 hours of the completion of the day's work to which it relates deliver a copy thereof to his employer.

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

SCHEDULE

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

(Signature of employer or
 authorised representative)

Date _____

(a) Delete whichever inapplicable.

(b) State occupation in which employee was wholly or mainly engaged, e.g. clerk, labourer.

No. R. 657

21 April 1972

WAGE ACT, 1957

CANCELLATION OF THE PROVISIONS OF WAGE DETERMINATION 248 COAL TRADE, CERTAIN AREAS

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 16 of the Wage Act, 1957, cancel with effect from the second Monday after the date of publication of this notice, all the provisions of Wage Determination 248, published under Government Notice R. 429 of 20 March 1964.

M. VILJOEN, Minister of Labour.

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreengekom is.

(3) Die kennisgewing by subklousule (1) voorgeskryf, mag op enige werkdag geskied: Met dien verstande dat—

(i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 kennis gegee mag word nie.

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

13. LOGBOEK

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

DAAGLIKSE LOG

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

(Handtekening van bestuurder van
 motorvoertuig)

Datum _____ 19 _____

(2) Elke bestuurder van 'n motorvoertuig moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse log in duplo hou en binne 24-uur na voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan by sy werkgever indien.

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

BYLAE

Ek/Ons (a) _____
 wat die Steenkoolbedryf beoefen 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.

(Handtekening van werkgever of
 gemagtigde verteenwoordiger)

Datum _____

(a) Skrap wat nie van toepassing is nie.

(b) Meld die beroep waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv., klerk, arbeider.

No. R. 657

21 April 1972

LOONWET, 1957

INTREKKING VAN DIE BEPALINGS VAN LOONVASSTELLING 248 STEENKOOLBEDRYF, SEKERE GEBIEDE

Ek, Marais Viljoen, Minister van Arbeid, trek hierby kragtens artikel 16 van die Loonwet, 1957, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, al die bepalings van Loonvasstelling 248, gepubliseer by Goewermentskennisgewing R. 429 van 20 Maart 1964, in.

M. VILJOEN, Minister van Arbeid.

Registered mail carries no insurance.

Send valuables by
INSURED PARCEL POST
and
Money by means of a POSTAL ORDER or
MONEY ORDER.

◆
Use air mail parcel post

———*It's quicker!*

◆
CONSULT YOUR LOCAL POSTMASTER.

Geregistreeerde pos is nie verseker nie.

Stuur waardevolle artikels per
VERSEKERDE PAKKETPOS
en
Geld deur middel van 'n POSORDER of
POSWISSEL.

◆
Stuur u pakkette per lugpos

———*dis vinniger!*

◆
RAADPLEEG U PLAASLIKE POSMEESTER.

CONTENTS

No.		PAGE
	Labour, Department of	
	GOVERNMENT NOTICES	
R. 656.	Wage Act 1957: Wage Determination 342: Coal Trade, certain areas	1
R. 657.	Wage Act, 1957: Cancellation of the provisions of Wage Determination 248: Coal Trade, certain areas	13

INHOUD

No.		BLADSY
	Arbeid, Departement van	
	GOEWERMENSKENNISGEWINGS	
R. 656.	Loonwet, 1957: Loonvasstelling 342: Steenkoolbedryf, sekere gebiede	1
R. 657.	Loonwet, 1957: Intrekking van die bepalings van Loonvasstelling 248: Steen- koolbedryf, sekere gebiede	13

