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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID

No. 379.]

[18 Maart 1960.]

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 199.

PADMAAKBEDRYF, KAAP.

In opdrag van die Minister van Arbeid word hierby ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat die Minister, kragtens die bevoegdheid hom verleen by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van die padmaakbedryf gemaak het en die 11de dag van April 1960 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN BESTEK VAN VASSTELLING.

Hierdie Vasstelling is van toepassing in die landdrosdistrikte die Kaap, Bellville, Simonstad en Wynberg en in die munisipale gebied van Kuilsrivier op alle werknemers, behalwe bestuurders, in die Padmaakbedryf en op die werkgewers van sodanige werknemers; maar dit moet nie so uitgeleë word dat dit van toepassing is op enige munisipale of afdelingsraad nie.

2. WOORDOMSKEYWINGS.

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

- „ambagsman”, ’n werknemer wat belas is met werk wat normaalweg verrig word deur ’n geskoolde ambagsman en by die toepassing van hierdie woordomskeywing beteken die uitdrukking „geskoolde ambagsman”, iemand wat sy vakleerlingskap deurgemaak het in ’n bedryf wat aangewys is of beskou word as aangewys kragtens die Wet op Vakleerlinge, 1944, of wat ’n sertifikaat van bevoegdheid besit wat aan hom uitgereik is deur die Registrateur van Vakleerlinge kragtens artikel *ses* van die Wet op Opleiding van Ambagsmanne, 1951, of ’n sertifikaat aan hom uitgereik deur genoemde Registrateur kragtens of artikel *twee* (7) of artikel *sewe* (3) van genoemde Wet;
- „los werknemer”, ’n werknemer wat by dieselfde werkgewer in diens is vir hoogstens drie dae in enige week;
- „onderbaas”, ’n werknemer, wat onder die algemene toesig van ’n voorman, beheer het oor ’n groep werknemers en verantwoordelik is vir die doeltreffende verrigting deur hulle van hulle pligte;
- „klerk”, ’n werknemer wat skryf-, tik-, liaseer- of enige ander vorm van klerklike werk verrig en omvat ’n kassier en ’n telefonis maar omvat nie ’n stoomman of ’n tydhouer nie;
- „klerk, vroulik, gekwalifiseer”, ’n vroulike klerk met minstens vier jaar ondervinding;
- „klerk, vroulik, ongekwalifiseer”, ’n vroulike klerk met minder as vier jaar ondervinding;
- „klerk, manlik, gekwalifiseer”, ’n manlike klerk met minstens vyf jaar ondervinding;
- „klerk, manlik, ongekwalifiseer”, ’n manlike klerk met minder as vyf jaar ondervinding;
- „lewenskostetoelae”, die toelae voorgeskryf by Oorlogsmaatreël No. 43 van 1942, soos gewysig, en soos uitgeleë kragtens artikel *twee* van die Wet op Voortsetting van Oorlogsmaatreëls, 1948, en paragraaf (b) van artikel *twee* van die Wet op die Voortsetting van Oorlogsmaatreëls, 1950: Met dien verstande dat, waar ’n werkgewer ’n werknemer gereeld ’n lewenskostetoelae betaal wat hoër is as dié aldus voorgeskryf, dié sodanige hoër toelae beteken;

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 379.]

[18 March 1960.]

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 199.

ROAD-MAKING INDUSTRY, CAPE.

By direction of the Minister of Labour it is hereby notified in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that the Minister, under the powers vested in him by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto in respect of the Road-making Industry and has fixed the 11th day of April, 1960, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply in the Magisterial Districts of the Cape, Bellville, Simonstown and Wynberg, and in the municipal area of Kuils River to all employees, except managers, in the Road-making Industry and to the employers of such employees; but it shall not be so construed as to apply to any municipal or divisional council.

2. DEFINITIONS.

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

- „artisan” means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression „skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section *six* of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section *two* (7) or section *seven* (3) of the said Act;
- „casual employee” means an employee who is employed by the same employer on not more than three days in any week;
- „chargehand” means an employee who, under the general supervision of a foreman, is in charge of a group of employees and is responsible for the efficient performance by them of their duties;
- „clerk” means an employee who is engaged in writing, typing, filing or any other form of clerical work and includes a cashier and a telephone operator but does not include a storekeeper or a timekeeper;
- „clerk, female, qualified,” means a female clerk who has had not less than four years’ experience;
- „clerk, female, unqualified,” means a female clerk who has had less than four years’ experience;
- „clerk, male, qualified,” means a male clerk who has had not less than five years’ experience;
- „clerk, male, unqualified,” means a male clerk who has had less than five years’ experience;
- „cost of living allowance” means the allowance prescribed in War Measure No. 43 of 1942, as amended, and as construed in terms of section *two* of the War Measures Continuation Act, 1948, and paragraph (b) of section *two* of the War Measures Continuation Act, 1950: Provided that, where an employer regularly pays an employee a cost of living allowance higher than that so prescribed, it means such higher allowance;

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

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

„noodwerk”, enige werk wat, as gevolg van onvoorsiene omstandighede soos brand, storms, grondinsakkings, ongelukke, epidemies, gewelddade of diefstal, sonder versuim gedoen moet word;

„bedryfsinrigting”, alle persele waarop of waarin of in verband waarmee een of twee werknemers in die padmaakbedryf in diens is;

„ondervinding”, met betrekking tot—

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

(b) enige ander klas werknemer, die totale tydperk of tydperke diens wat ’n werknemer gehad het as ’n werknemer van sy klas in die padmaakbedryf;

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

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

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

„arbeider”, ’n werknemer wat met een of meer van die volgende werksaamhede belas is—

(1) ’n ambagsman help maar nie deur die onafhanklike gebruik van die gereedskap van sy bedryf nie;

(2) gereedskap, goedere of materiaal met die hand of handgereedskap dra, opstel, verskuif of opstapel;

(3) persele, voertuie of masjinerie of gereedskap, gerei of ander artikels skoonmaak;

(4) bome of plante met die hand of handgereedskap afkap, ontwortel, verwyder of vernietig;

(5) boodskappe, briewe of pakke te aflewer of vervoer, behalwe deur middel van ’n kragaangedrewe voertuig;

(6) sakke, blikke of ander houers volmaak;

(7) laai of aflaai;

(8) klip, grond, klei of sand met die hand of handgereedskap losmaak, uitgrawe, breek of strooi;

(9) vuurmaak of vure aan die gang hou of as of afval verwyder;

(10) asfalt met sand, gruis, klei of klip deur middel van handgereedskap meng;

(11) ’n handpomp bedien;

(12) beton-, staal- of ander pype in posisie plaas;

(13) kruitwaens, trollies of ander handvoertuie trek of stoot;

(14) asfalt of grond deur middel van ysterstampers instamp;

(15) met handgereedskap skep;

(16) gemengde asfalt, klip of gruis deur middel van ’n skopgraaf, hark, vurk, kan of kruitwa spreid;

(17) met handgereedskap grawe;

„wet”, ook die gemene reg;

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

(a) toesig oor;

(b) verantwoordelikheid vir; en

(c) bestuur van;

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

„militêre opleiding”, ononderbroke opleiding wat ’n werknemer verplig is om mee te maak kragtens artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, maar omvat nie opleiding wat hy mag verkies om mee te maak ingevolge artikel drie-en-twintig van genoemde Wet of enige ander opleiding of diens waarvoor hy vrywillig aansluit of wat hy verkies om mee te maak nie;

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

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

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

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

„padmaakbedryf”, die bedryf waarin werkgevers en werknemers geassosieer is vir die doel om paaie of strate te maak of persele of terreine gelyk te maak, te gruis, met beton te bedek of te asfalteer en dit omvat ook enige

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

„driver of a motor vehicle” means an employee who is engaged in driving a motor vehicle and, for the purpose of this definition, „driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

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

„establishment” means any premises on or in or in connection with which one or more employees are employed in the Road-making Industry;

„experience” means, in relation to—

(a) a clerk, the total period or periods of employment which an employee has had as a clerk in any trade whatsoever or in the service of the State;

(b) any other class of employee, the total period or periods of employment which an employee has had as an employee of his class in the Road-making Industry;

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

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

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

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

(1) Assisting an artisan other than by the independent use of the tools of his trade;

(2) carrying, lifting, moving or stacking tools, goods or materials by hand or hand tools;

(3) cleaning premises, vehicles or machinery or tools, utensils or other articles;

(4) cutting down, uprooting, removing or destroying trees or vegetation by hand or hand tools;

(5) delivering or conveying messages, letters or parcels otherwise than by means of a power-driven vehicle;

(6) filling bags, tins or other containers;

(7) loading or unloading;

(8) loosening, excavating, breaking or spreading stone, soil, clay or sand by hand or hand tools;

(9) making or maintaining fires or removing ashes or refuse;

(10) mixing asphalt with sand, gravel, clay or stone by means of hand tools;

(11) operating a hand pump;

(12) placing concrete, steel or other pipes into position;

(13) pulling or pushing wheelbarrows, trollies or other manually propelled vehicles;

(14) ramming asphalt or soil by means of iron rammers;

(15) shovelling with hand tools;

(16) spreading mixed asphalt, stone or gravel by means of a shovel, rake, fork, can or wheelbarrow;

(17) digging with hand tools;

„law” includes the common law;

„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;

„military training” means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-sections (1) and (2) of section twenty-two, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

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

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

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

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

„Road-making Industry” means the Industry in which employers and employees are associated for the purpose of making roads or streets, or levelling, gravelling, covering with concrete or asphaltting premises or sites, and includes any

werkwinkel wat onderhewig is aan registrasie of geregistreer is ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, waar gereedskap, voertuie of toerusting, wat in enige of al die voorgenoemde werksaamhede gebruik word, gemaak, herstel, nagesien of opgeknop word en dit omvat alle werksaamhede wat met enige of al die voorgenoemde aktiwiteite saamgaan of daaruit voortvloei;

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

„korttyd”, ’n tydelike vermindering van die aantal gewone werkeure weens bedryfslaptes, tekort aan grondstowwe of vervoer, slegte weersomstandighede of ’n algemene onklaaraking van installasie of masjinerie of ’n instorting of dreigende instorting van geboue;

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

„tydhouer”, ’n werknemer wat op die bouterrein die tye aanteken wat deur werknemers op sodanige terrein gewerk is;

„eie gewig”, die gewig van enige motorvoertuig, of sleepwa soos aangegeven op ’n lisensie of sertifikaat uitgereik ten opsigte van sodanige motorvoertuig of sleepwa deur enige bestuur by wet gemagtig om lisensies ten opsigte van motorvoertuie uit te reik;

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

„loon”, die bedrag geld betaalbaar aan ’n werknemer kragtens klousule 3 (1) ten opsigte van sy gewone werkeure soos voorgeskryf in klousule 5: Met dien verstande dat, waar ’n werkgever gereed ’n werknemer ten opsigte van sodanige gewone werkeure, ’n hoër bedrag betaal as dié wat in klousule 3 (1) voorgeskryf word, dit sodanige hoër bedrag beteken;

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

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

3. BESOLDIGING.

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

	Per week.
	£ s. d.
(a) Ambagsman.....	8 12 6
Onderbaas.....	4 12 0
Klerk, vroulik, gekwalifiseer.....	4 3 1
Klerk, vroulik, ongekwalifiseer—	
Gedurende eerste jaar ondervinding.....	2 1 6
Gedurende tweede jaar ondervinding.....	2 11 11
Gedurende derde jaar ondervinding.....	3 2 3
Gedurende vierde jaar ondervinding.....	3 12 8
Klerk, manlik, gekwalifiseer.....	6 6 11
Klerk, manlik, ongekwalifiseer—	
Gedurende eerste jaar ondervinding.....	2 6 2
Gedurende tweede jaar ondervinding.....	3 2 3
Gedurende derde jaar ondervinding.....	3 18 5
Gedurende vierde jaar ondervinding.....	4 14 7
Gedurende vyfde jaar ondervinding.....	5 10 9
Rioollêer.....	4 12 0
Drywer van ’n kragaangedrewe kraan.....	4 4 4
Drywer van ’n kragaangedrewe masjiengraaf—	
Gekwalifiseer.....	5 3 6
Ongekwalifiseer.....	4 12 0
Drywer van ’n kragaangedrewe skrapeer—	
Gekwalifiseer.....	5 3 6
Ongekwalifiseer.....	4 12 0
Drywer van ’n kragaangedrewe laaier—	
Gekwalifiseer.....	4 12 0
Ongekwalifiseer.....	4 4 4
Drywer van ’n kragaangedrewe straatmaakmasjiën—	
Gekwalifiseer.....	4 12 0
Ongekwalifiseer.....	4 4 4
Drywer van ’n kragaangedrewe roller—	
Gekwalifiseer.....	4 12 0
Ongekwalifiseer.....	4 4 4
Drywer van ’n kragaangedrewe rubberband-skrapeer—	
Gekwalifiseer.....	5 3 6
Ongekwalifiseer.....	4 12 0

workshop which is liable for registration or is registered in terms of the Factories, Machinery and Building Work Act, 1941, where tools, vehicles or equipment, used in any or all of the above-mentioned activities, are made, repaired, checked or overhauled and includes all activities in connection with any or all of the foregoing activities or incidental thereto;

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

„short-time” means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials or transport, vagaries of the weather or a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings;

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

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

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

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

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

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

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

3. REMUNERATION.

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

	Per Week.
	£ s. d.
(a) Artisan.....	8 12 6
Chargehand.....	4 12 0
Clerk, female, qualified.....	4 3 1
Clerk, female, unqualified—	
During first year of experience.....	2 1 6
During second year of experience.....	2 11 11
During third year of experience.....	3 2 3
During fourth year of experience.....	3 12 8
Clerk, male, qualified.....	6 6 11
Clerk, male, unqualified—	
During first year of experience.....	2 6 2
During second year of experience.....	3 2 3
During third year of experience.....	3 18 5
During fourth year of experience.....	4 14 7
During fifth year of experience.....	5 10 9
Drain layer.....	4 12 0
Driver of a power-driven crane.....	4 4 4
Driver of a power-driven excavator—	
Qualified.....	5 3 6
Unqualified.....	4 12 0
Driver of a power-driven grader—	
Qualified.....	5 3 6
Unqualified.....	4 12 0
Driver of a power-driven loader—	
Qualified.....	4 12 0
Unqualified.....	4 4 4
Driver of a power-driven paving machine—	
Qualified.....	4 12 0
Unqualified.....	4 4 4
Driver of a power-driven roller—	
Qualified.....	4 12 0
Unqualified.....	4 4 4
Driver of a power-driven rubber-tyred scraper—	
Qualified.....	5 3 6
Unqualified.....	4 12 0

Per week.
£ s. d.

Drywer van 'n kragaangedrewe rubberbandtrekker (met inbegrip van 'n „Bantamskraper” of soortgelyke tipe en grootte masjien) met of sonder aanhegtings—

Gekwalifiseer..... 4 12 0
Ongekwalifiseer..... 4 4 4

Drywer van 'n kragaangedrewe rusperbandtipe trekker (met uitsluiting van 'n „Bantamskraper” of soortgelyke tipe en grootte masjien) met of sonder aanhegtings—

Gekwalifiseer..... 5 3 6
Ongekwalifiseer..... 4 12 0

Voorman..... 10 0 0
Smeerder..... 2 13 8
Randsteenleër..... 4 12 0
Arbeider..... 2 6 6
Bediener van 'n hystoestel..... 4 4 4

Bediener van 'n meganiese slootgraafmasjien—

Gekwalifiseer..... 4 12 0
Ongekwalifiseer..... 4 4 4
Pypleër..... 4 12 0
Stoorman..... 3 9 0

Opsigter van asfaltmenginstallasie—

Gekwalifiseer..... 4 12 0
Ongekwalifiseer..... 4 4 4
Tydhouer..... 3 9 0
Wag..... 2 13 6

Werknemer nie elders in hierdie klousule spesifiek genoem nie..... 2 13 8

(b) Drywer van 'n motorvoertuig waarvan die eie gewig saam met die eie gewig van enige sleepwa of sleepwaens deur sodanige voertuig getrek—

(i) nie meer as 6,000 lb. is nie..... 3 9 0
(ii) meer as 6,000 lb. is..... 4 12 0

(c) Los werknemer—Vir elke dag of deel van 'n dag diens, een-vyfde van die weekloon voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig as wat van die los werknemer vereis word: Met dien verstande dat indien die werkgewer 'n los werknemer verplig om die werk te verrig van 'n klas werknemer vir wie lone op 'n stygende skaal voorgeskryf word, die uitdrukking „weekloon” die weekloon beteken wat voorgeskryf is vir 'n gekwalifiseerde werknemer van daardie klas en voorts met dien verstande dat indien 'n los werknemer vir 'n tydperk van hoogstens vier opeenvolgende ure op enige dag werk, sy loon vir daardie dag met 50 persent verminder mag word.

(2) *Kontrakbasis.*—By die toepassing van hierdie klousule is die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag, en behalwe soos bepaal in klousule 4 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat voorgeskryf word in subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas, hetsy hy in daardie week die maksimum aantal gewone werkure, van toepassing op hom kragtens klousule 5, of minder gewerk het.

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

(a) of 'n hoër loon as dié van sy eie klas; of
(b) 'n stygende loonskaal wat eindig op 'n hoër loon as dié van sy eie klas;

in subklousule (1) voorgeskryf is, moet aan sodanige werknemer ten opsigte van dié dag die volgende betaal:—

(i) in die geval in (a) vermeld, minstens die dagloon bereken op die hoër weekskaal; en
(ii) in die geval in (b) vermeld, minstens die dagloon bereken volgens die kerf op die stygende skaal onmiddellik bokant die werknemer se gewone loon;

Met dien verstande—

(i) dat, waar die verskil tussen klasse ingevolge subklousule (1) gebaseer is op ondervinding of geslag, hierdie subklousule nie geld nie;
(ii) dat, tensy uitdruklik anders bepaal word in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer, niks in hierdie Vasstelling so uitgelê moet word nie dat dit 'n werkgewer belet om van 'n werknemer te vereis om werk van 'n ander klas te verrig waarvoor die voorgeskryfde loon dieselfde is of laer as dié wat vir sodanige werknemer voorgeskryf is;
(iii) dat vir die toepassing van hierdie subklousule, die uitdrukking „stygende skaal”, wanneer dit betrekking het op enige klas werknemer vir wie verhogings voorgeskryf is op grondslag van lengte van ondervinding, geag word die loon wat vir 'n gekwalifiseerde werknemer van dié klas voorgeskryf is, in te sluit en daarop te eindig.

Per Week.
£ s. d.

Driver of a power-driven rubber-tired tractor (including a “Calfdozer” or similar type and size of machine) with or without attachments—

Qualified..... 4 12 0
Unqualified..... 4 4 4

Driver of a power-driven track type tractor (excluding a “Calfdozer” or similar type and size of machine) with or without attachments—

Qualified..... 5 3 6
Unqualified..... 4 12 0

Foreman..... 10 0 0
Greaser..... 2 13 8
Kerb layer..... 4 12 0
Labourer..... 2 6 6
Operator of a hoist..... 4 4 4

Operator of a mechanical trenching machine—

Qualified..... 4 12 0
Unqualified..... 4 4 4
Pipe layer..... 4 12 0
Storekeeper..... 3 9 0

Supervisor of asphalt mixing plant—

Qualified..... 4 12 0
Unqualified..... 4 4 4
Timekeeper..... 3 9 0
Watchman..... 2 13 6

Employee not elsewhere in this clause specifically mentioned..... 2 13 8

(b) Driver of a motor vehicle the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—

(i) does not exceed 6,000 lb..... 3 9 0
(ii) exceeds 6,000 lb..... 4 12 0

(c) Casual employee—for every day or part of a day of employment, one-fifth of the weekly wage prescribed for an employee 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 which 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 a casual employee works for a period of not more than four consecutive hours on any day, his wage for that day may be reduced by fifty per cent.

(2) *Basis of Contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1), read with sub-clause (3), for an employee of his class 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 do for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

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

is prescribed in sub-clause (1), shall pay such employee in respect of that day—

(i) in the case mentioned in (a), not less than the daily wage calculated on the higher weekly rate; and
(ii) in the case mentioned in (b), not less than the daily wage calculated on the notch in the rising scale next above the employee's ordinary wage:

Provided—

(i) that this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on experience or sex;

(ii) that unless expressly provided to the contrary in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring an employee to do work of another class, for which the prescribed wage is the same as or lower than that prescribed for such employee;

(iii) that for the purpose of this sub-clause the expression “rising scale”, when it relates to any class of employee for which increments are prescribed on the basis of length of experience, shall be deemed to include, and terminate with, the wage prescribed for a qualified employee of that class.

(4) *Berekening van loon.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—

- (i) vyf, in die geval van 'n werknemer wat 'n vyfdagweek werk;
- (ii) ses, in die geval van 'n werknemer wat 'n sesdagweek werk.

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

(c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat hy in die reël in 'n week werk.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers (uitgesonderd los werknemers).*—Behoudens die bepalings van klousule 6 (4), moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks of elke veertien dae in kontant of, as die werkgever en sy werknemer daartoe ooreengekom het, maandeliks in kontant of per tjek betaal word gedurende die werkure of binne vyftien minute nadat die werk gestaak is, op die dag waarop die inrigting gewoonlik sodanige werknemer betaal, of by diensbeëindiging as dit voor die gewone betaaldag geskied; en dié bedrag moet in 'n koert of houer wees waarop die volgende aangeteken is of wat vergesel gaan van 'n opgawe wat die volgende aantoon: Die werkgever se naam, die werknemer se naam of nommer en sy werksoort, die getal gewone ure of oortydure gewerk, besonderhede van enige aftrekkings, die besoldiging verskuldig en die tydperk waarvoor die betaling gedoen word; en hierdie omslag of houer waarop dié besonderhede aangeteken is, of sodanige opgawe, word die eiendom van die werknemer.

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

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

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

(5) *Losies en inwoning.*—Behoudens die bepalings van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie sy werknemer verplig om by hom of by enigeen deur hom aangewys, te losseer of in te woon of te losseer en in te woon nie.

(6) *Aftrekkings.*—'n Werkgever mag sy werknemer geen boetes ople of enige bedrag van sy werknemer se besoldiging aftrek nie, behalwe dat hy die reg het om die volgende te doen:—

- (a) Om met die skriftelike toestemming van sy werknemer, 'n bedrag vir enige vakansie-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfonds of as ledegeld vir 'n vakvereniging af te trek;
- (b) om, wanneer 'n werknemer van werk afwesig is om 'n ander rede as op las of versoek van sy werkgever, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ontvang het ten opsigte van sy gewone werkure ten tyde daarvan, af te trek, behalwe waar anders bepaal in hierdie Vasstelling;
- (c) om enige bedrag af te trek wat 'n werkgever by enige wet of bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) om, wanneer 'n werknemer daartoe instem of, ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig is om by sy werkgever te losseer of in te woon of te losseer en in te woon, hoogstens dié bedrae hieronder gespesifiseer, af te trek:—

	Per week.	Per maand.
	s. d.	£ s. d.
Losies.....	4 0	0 17 4
Inwoning.....	2 0	0 8 8
Losies en inwoning.....	6 0	1 6 0

- (e) om, met die skriftelike toestemming van 'n werknemer, enige bedrag af te trek wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het as die koste van huisvesting in 'n koshuis of die huur van 'n huis wat sodanige werknemer bewoon in 'n Naturelledorp of lokasie onder die beheer van sodanige raad of ander plaaslike bestuur;
- (f) Wanneer die gewone werkure in klousule 5 voorgeskryf, weens korttyd verminder word, 'n bedrag gelyk aan die werknemer (uitgesonderd 'n los werknemer) se uurloon vir elke uur van sodanige vermindering: Met dien verstande—
 - (i) dat sodanige aftrekking, ongeag die getal ure waarmee die gewone werkure aldus verminder word, hoogstens gelyk aan een-derde van die werknemer se weekloon mag wees;
 - (ii) dat geen aftrekking mag geskied ten opsigte van korttyd wat deur handelslapse of 'n tekort aan grondstowwe of vervoer ontstaan nie, tensy die werkgever sy werknemer op die vorige werkdag van sy voorneme om die gewone werkure te verminder kennis gegee het;
 - (iii) dat, ten opsigte van korttyd weens ongunstige weersomstandighede of ten gevolge van die feit dat die installasie of masjinerie uit orde is, of die geboue ten gevolge van 'n ongeluk of ander onvoorsiene omstandigheid onbruikbaar is of dreig om dit te word, geen aftrekking mag geskied vir die eerste uur waarin nie

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

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

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

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the ordinary hours of work which he ordinarily works in a week.

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 fortnightly, or, if the employer and employee have agreed thereto, in cash or by cheque monthly, during the hours of work, or within fifteen minutes of ceasing work, on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in an envelope or container, on which shall be recorded, or which shall be accompanied by a statement showing, the employer's name, the employee's name or number and his occupation, the number of ordinary hours or overtime hours worked, details of any deductions made, the remuneration due and the period in respect of which the payment is made, and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

(2) *Casual Employees.*—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 or person nominated by him.

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

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

- (a) with the written consent of his employee a deduction for holiday, sick benefit, insurance, savings, provident or pension funds or subscriptions to a trade union;
- (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 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 any law or order of any competent court is required or permitted to make;
- (d) whenever an employee agrees, or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board or lodging or board and lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	s. d.	£ s. d.
Board.....	4 0	0 17 4
Lodging.....	2 0	0 8 8
Board and lodging.....	6 0	1 6 0

- (e) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any Native village or location under the control of such council or other local authority;
- (f) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction to the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided—
 - (i) that 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) that no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials or transport, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
 - (iii) that no deduction shall be made in the case of short-time owing to the vagaries of the weather or a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the

gewerk word nie, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

- (g) ten opsigte van 'n ander openbare vakansiedag as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag, waarop die werknemer op eie versoek toegelaat word om nie te werk nie, 'n bedrag gelyk aan sy dagloon.

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

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

- (a) In die geval van 'n inrigting met 'n sesdagweek—

- (i) ses-en-veertig in enige week van Maandag tot en met Saterdag; en
- (ii) behoudens die bepaling van subparagraaf (i) hiervan, agt uur op enige dag, tensy die ure op een dag nie meer as vyf is nie; in dié geval kan die werkure op enige van die ander dae tot agt en 'n half verleng word;

- (b) in die geval van 'n inrigting met 'n vyfdagweek—

- (i) ses-en-veertig in enige week vanaf Maandag tot en met Vrydag; en
- (ii) behoudens die bepaling van subparagraaf (i) hiervan, nege en 'n kwart uur op enige dag;

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

(3) *Etensonderbrekings.*—'n Werkgewer mag nie sy werknemer verplig of toelaat om vir langer as vyf uur ononderbroke te werk sonder 'n etenonderbreking van minstens een uur waarin 'n werknemer nie verplig of toegelaat mag word om enige werk te doen nie, en sodanige onderbreking word nie geag deel van die gewone werkure of oortyd te wees nie; met dien verstande—

- (i) dat werktidperke wat onderbreek word deur pouses van korter as 'n uur, geag word aaneenlopend te wees;
- (ii) dat, indien sodanige onderbreking langer as een uur duur, enige tydperk van langer as een en 'n kwart uur geag word tyd te wees waarin daar gewerk is;
- (iii) dat 'n werkgewer met sy werknemer kan ooreenkom om die duur van so 'n etenspouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer 'n weergawe van die ooreenkoms by die Afdelingsinspekteur, Departement van Arbeid, Kaapstad, ingediën het, kan die etenspouse aldus verkort word;
- (iv) dat 'n motorvoertuigdrywer wat gedurende sodanige pouse geen ander werk verrig as om in die beheer van die voertuig of die vrag te wees of te bly nie, vir die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie.

(4) *Werkure moet aaneenlopend wees.*—Behoudens die bepaling van subklousule (3), moet alle werkure op enige dag aaneenlopend wees.

(5) *Oortyd.*—Alle tyd wat 'n werknemer bo die getal ure soos in subklousule (1) en (2) voorgeskryf, gewerk het, word geag oortyd te wees.

(6) *Beperking van oortyd.*—'n Werkgewer mag nie 'n werknemer verplig of toelaat om oortyd vir meer as—

- (a) in die geval van 'n los werknemer, twee uur op enige dag te werk nie;
- (b) in die geval van enige ander werknemer, tien uur in enige week te werk nie.

(7) *Betaling vir oortyd.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen 'n loon van minstens—

- (a) in die geval van 'n los werknemer, een en een-derde maal sy dagloon gedeel deur agt en 'n half vir elke uur of gedeelte van 'n uur aldus op enige dag gewerk;
- (b) in die geval van enige ander werknemer, een en een-derde maal sy uurloon vir elke uur of gedeelte van 'n uur altesaam van die oortyd op enige dae in enige week gewerk;

Met dien verstande dat die uitdrukking „loon” vir die toepassing van hierdie subklousule 'n werknemer se loon beteken, plus sy lewenskostetoelae.

(8) *Voorbehoudsbepalings.*—(a) Die bepaling van hierdie klousule is nie van toepassing op 'n senior bestuurs-, professionele of administratiewe werknemer nie indien en solank sodanige werknemer 'n gereelde loon van minstens £780 per jaar betaal word; ook nie op 'n wag nie.

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

6. JAARLIKSE VERLOF.

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

- (a) In die geval van 'n wag, een-en-twintig agtereenvolgende kalenderdae verlof;

first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

- (g) a deduction of an amount equal to his daily wage in respect of any public holiday, other than New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, on which an employee at his own request is permitted not to work.

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 establishment which observes a six-day week—

- (i) forty-six in any week from Monday to Saturday, inclusive; and
- (ii) subject to sub-paragraph (i) hereof, eight hours 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 a half;

- (b) in the case of an establishment which observes a five-day week—

- (i) forty-six in any week from Monday to Friday, inclusive; and
- (ii) subject to sub-paragraph (i) hereof, nine and a quarter hours on any day.

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

- (i) that periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- (ii) that, if such interval be longer than one hour, any period in excess of one and a quarter hours shall be deemed to be time worked;
- (iii) that an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour, and in that event and after the employer has lodged a statement of such agreement with the Divisional Inspector, Department of Labour, Cape Town, the interval may be so reduced;
- (iv) that a driver of a motor vehicle who during such an interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purpose of this sub-clause not to have worked during such interval.

(4) *Hours of Work to be Consecutive.*—Save as provided in sub-clause (3), all hours of work on any day shall be consecutive.

(5) *Overtime.*—All time worked by an employee in excess of the number of hours prescribed in sub-clauses (1) and (2) shall be deemed to be overtime.

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

- (a) in the case of a casual employee, two hours on any day;
- (b) in the case of any other employee, ten hours in any week.

(7) *Payment for Overtime.*—An employer shall pay an employee who works overtime at a rate of not less than—

- (a) in the case of a casual employee, one and one-third times his daily wage divided by eight and a half in respect of each hour or part of an hour so worked on any day;
- (b) in the case of any other employee, one and one-third times his hourly wage in respect of each hour or part of an hour in the aggregate of the overtime worked on any days in any week;

Provided that for the purpose of this sub-clause the expression “wage” shall mean an employee's wage plus his cost of living allowance.

(8) *Savings.*—(a) The provisions of this clause shall not apply to a senior managerial, professional or administrative employee if and for so long as such an employee is paid a regular wage at a rate of not less than £780 per annum, nor to a watchman.

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

6. ANNUAL LEAVE.

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

- (a) in the case of a watchman, twenty-one consecutive calendar days' leave;

(b) in die geval van alle ander werknemers, veertien agtereenvolgende kalenderdae verlof;

en so 'n werkgever moet sodanige werknemer die volgende betaal:—

- (i) In die geval van 'n werknemer in paragraaf (a) genoem, 'n bedrag van minstens driemaal die weekloon waarop hy geregtig is met ingang van die eerste dag waarop die verlof begin; en
- (ii) in die geval van 'n werknemer in paragraaf (b) genoem, 'n bedrag van minstens dubbel die weekloon waarop hy geregtig is, met ingang van die eerste dag waarop die verlof begin.

Met dien verstande dat vir die toepassing van dié klousule die weekloon van 'n werknemer wat stukwerk verrig ingevolge klousule 9, bereken moet word op die grondslag uiteengesit in artikel twintig (5) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941.

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

- (i) dat, as sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalings van subklousule (3), so toegestaan moet word dat dit begin binne twee maande na voltooiing van die twaalf maande diens waarop dit betrekking het;
- (ii) dat die tydperk van verlof nie mag saamval nie met siekteverlof wat ingevolge klousule 7 toegestaan is of, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem, met enige tydperk waarin die werknemer vredes-tydse opleiding meemaak;
- (iii) dat, as Nuwejaarsdag, Goede Vrydag, Hemelvaartsdag, Geloftedag of Kersdag binne die tydperk van verlof val, vir elke sodanige dag nog 'n dag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag gelyk aan sy dagloon betaal moet word;
- (iv) dat 'n werkgever alle dae geleentheidsverlof wat aan sy werknemer op dié se skriftelike versoek gedurende die tydperk van twaalf maande waarop die verloftyd betrekking het, teen volle betaling toegestaan is, van sodanige tydperk van verlof kan aftrek.

(3) (a) Op die skriftelike versoek van 'n werknemer kan 'n werkgever die verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens laat ooploop: Met dien verstande—

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

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

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

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

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

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

- (i) wat sy diens verlaat sonder om dit op te sê en die opseggingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgever van sodanige opsegging afgesien het; of
- (ii) wat sy diens verlaat sonder regsgeldige rede; of
- (iii) wat deur sy werkgever sonder opsegging ontslaan word om 'n rede wat vir sodanige ontslag sonder opsegging regens genoegsaam is,

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

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

(b) in the case of any other employee, fourteen consecutive calendar days' leave;

and shall pay such employee in respect of such leave—

- (i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage to which he was entitled as from the first day of the leave;
- (ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage to which he was entitled as from the first day of the leave;

Provided that for the purpose of this clause the weekly wage of any employee who is employed on any basis provided for in clause 9 shall be calculated on the basis set out in section twenty (5) of the Factories, Machinery and Building Work Act, 1941.

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

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

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

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

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

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

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

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

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

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

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

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

(7) By die toepassing van hierdie klousule word die uitdrukking „diens” geag elke tydperk te omvat ten opsigte waarvan ’n werkgewer ingevolge klousule 12 ’n werknemer betaal in plaas van sy diens op te sê en tewens alle tydperke waarin ’n werknemer afwesig is—

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

en wel tot ’n totaal in enige jaar van hoogstens tien weke ten opsigte van punte (a), (b) en (c), plus enige militêre opleiding in dié jaar meegemaak; en die diens word geag te begin—

- (i) in die geval van ’n werknemer wat voor die inwerking-treding van hierdie Vasstelling tot ’n tydperk van jaarlikse verlof ingevolge enige wet geregig geword het, op die datum waarop sodanige werknemer die vorige maal die reg op verlof ingevolge dié wet verwerf het;
- (ii) in die geval van ’n werknemer wat voor die datum van die inwerking-treding van hierdie Vasstelling in diens was en vir wie enige wet geld wat vir jaarlikse verlof voorsiening maak maar wat nog nie tot ’n tydperk van verlof ingevolge daarvan geregig geword het nie, op die aanvangsdatum van sodanige diens;
- (iii) in die geval van enige ander werknemer, op die datum waarop so ’n werknemer by sy werkgewer in diens getree het of die datum van die inwerking-treding van hierdie Vasstelling, en wel op die jongste van die twee datums.

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

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

(9) By die toepassing van hierdie klousule beteken die uitdrukking „loon” ’n werknemer se loon plus sy lewenskostetoelae.

7. SIEKTEVERLOF.

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

- (a) In die geval van ’n werknemer wat ’n vyfdagweek werk, minstens twintig werkdade siekteverlof;
- (b) In die geval van alle ander werknemers, minstens vier-en-twintig werkdade siekteverlof;

gedurende elke kringloop van vier-en-twintig agtereenvolgende maande diens by hom, en hy moet sodanige werknemer ten opsigte van enige tydperk van afwesigheid kragtens hierdie klousule, minstens dié loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande—

- (i) dat, gedurende die eerste vier-en-twintig agtereenvolgende maande diens, ’n werknemer wat ’n vyfdagweek werk, nie op meer as een werkdag siekteverlof met volle betaling ten opsigte van elke voltooide tydperk van vyf weke diens, en alle ander werknemers nie op meer as een werkdag siekteverlof met volle betaling ten opsigte van elke voltooide maand diens geregig is nie;
- (ii) dat hierdie klousule nie van toepassing is nie op ’n werknemer op wie se skriftelike versoek ’n werkgewer bedrae betaal wat ten minste net so groot is as dié wat die werknemer bydra tot enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer, ingeval van ongeskiktheid onder die omstandighede in hierdie klousule uiteengesit, betaling waarborg van altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdade, na gelang van die geval, in elke kringloop van vier-en-twintig maande diens, behalwe dat gedurende die eerste vier-en-twintig maande wat bydraes deur die werknemer betaal word, die gewaarborgde skaal nie meer as die oploopskaal soos uiteengesit in die eerste voorbehoudsbepaling van hierdie subklousule, hoef te wees nie;
- (iii) dat waar ’n werkgewer ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van ’n werknemer moet betaal en sodanige gelde wel betaal, die bedrag aldus betaal, afgetrek kan word van die bedrag wat ten opsigte van afwesigheid weens ongeskiktheid ingevolge hierdie klousule verskuldig is;
- (iv) dat, indien ’n werkgewer ten opsigte van enige tydperk van ongeskiktheid wat deur hierdie klousule gedek word, by enige ander wet verplig word om ’n werknemer se volle loon te betaal, die bepalings van hierdie klousule nie van toepassing is nie;
- (v) dat die loon wat vir enige afwesigheidstydperk weens siekteverlof kragtens hierdie klousule betaal moet word, aan ’n werknemer wat stukwerk verrig, bereken moet word op grondslag van die besoldiging wat aan sodanige werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

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

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

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

- (i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of 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 date of commencement of this Determination and to whom any law providing for 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.

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

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

(9) For the purpose of this clause the expression “wage” shall mean an employee's wage plus his cost of living allowance.

7. SICK LEAVE.

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

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

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

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

(2) 'n Werkgever kan, as 'n vooropgestelde voorwaarde vir die betaling deur hom van enige bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van afwesigheid van werk vir 'n tydperk van meer as drie agtereenvolgende kalenderdae, van die werknemer vereis om 'n sertifikaat, getekend deur 'n mediese praktisyn, aan hom voor te lê wat die aard en duur van die werknemer se ongeskiktheid bevestig.

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

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking „diens” geag enige tydperk of tydperke te omvat waarin die werknemer afwesig is—

- (i) met verlof ingevolge klousule 6;
- (ii) op las of versoek van sy werkgever;
- (iii) met siekteverlof ingevolge subklousule (1);
- (iv) militêre opleiding;

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

(b) beteken „ongeskiktheid” die onvermoë om te werk weens siekte of besering, behalwe as dit deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat, as die onvermoë om te werk te wyte is aan 'n ongeluk waarvoor ingevolge die Ongevalwet, 1941, vergoeding betaalbaar is, dit geag word ongeskiktheid te wees slegs ten opsigte van 'n tydperk van onvermoë om te werk waarvoor geen vergoeding weens arbeidsongeskiktheid ingevolge die Wet betaalbaar is nie;

(c) beteken „loon” 'n werknemer se loon plus sy lewenskostetoelae.

8. OPENBARE VAKANSIEDAE EN SONDAE.

(1) Behoudens die bepalings van klousule 4 (6), moet 'n werkgever aan 'n werknemer wat op Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag nie werk nie, vir 'n week waarin so 'n dag val, minstens sy weekloon betaal: Met dien verstande dat indien 'n werknemer van sy werk afwesig is op die Vrydag wat op Hemelvaartsdag volg en nie geregtig is nie op betaling vir sodanige Vrydag, is hy nie geregtig op betaling vir sodanige Hemelvaartsdag nie.

(2) Wanneer 'n werkgever 'n werknemer verplig of toelaat om op Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag te werk, moet hy, behoudens soos bepaal in klousule 4 (6), die werknemer vir die week waarin sodanige dag voorkom, minstens sy weekloon betaal plus sy uurloon vir elke uur of gedeelte van 'n uur wat die werknemer op so 'n dag gewerk het: Met dien verstande dat waar die werknemer verplig is of toegelaat word om minder as vier uur op so 'n dag te werk, daar beskou sal word dat hy vier uur gewerk het.

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

- (i) dubbel sy dagloon betaal; of
- (ii) een en een-derde maal sy uurloon vir elke uur of gedeelte van 'n uur wat hy op die Sondag gewerk het, betaal en hom binne veertien dae van sodanige Sondag af een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat wanneer sodanige werknemer verplig of toegelaat word om vir minder as vier uur op die Sondag te werk, daar beskou sal word dat hy vier uur gewerk het.

(4) Vir die toepassing van hierdie klousule word die woord „loon” geag 'n werknemer se loon plus lewenskostetoelae te beteken.

(5) Hierdie klousule is nie op 'n los werknemer of 'n wag van toepassing nie.

9. STUKWERK.

(1) 'n Werkgever kan enige stukwerkstelsel toepas, en sodanige werkgever moet, behoudens die bepalings van klousule 4 (6), aan sy werknemer wat vir enige tydperk volgens sodanige stukwerkstelsel diens doen, besoldiging betaal teen die loonskale wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat, afgesien van die hoeveelheid of omvang van die werk wat gedoen is, die werkgever aan sodanige werknemer minstens die volgende, plus vyf persent, moet betaal:—

(a) In die geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk verrig word, die bedrag wat hy verplig sou gewees het om vir dié dag aan sodanige werknemer te betaal as hy op grondslag van tyd wat gewerk is, besoldig was;

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity.

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

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

(a) “employment” shall be deemed to include any period or periods during which an employee is absent—

- (i) on leave in terms of clause 6;
- (ii) on the instructions or at the request of his employer;
- (iii) on sick leave in terms of sub-clause (1);
- (iv) undergoing military training;

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

(b) “incapacity” means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act;

(c) “wage” means an employee's wage plus his cost of living allowance.

8. PUBLIC HOLIDAYS AND SUNDAYS.

(1) Subject to the provisions of clause 4 (6), if an employee does not work on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, his employer shall pay him for the week in which such day falls not less than his weekly wage: Provided that if an employee is absent from work on the Friday succeeding Ascension Day and is not entitled to payment in respect of such Friday, he shall not be entitled to payment for such Ascension Day.

(2) Whenever an employer requires or permits an employee to work on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day he shall, save as provided in clause 4 (6), pay such employee 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 on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

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

- (i) pay him double his daily wage; or
- (ii) pay him one and a third times his hourly wage for each hour or part of an hour worked by him on such Sunday, and grant him within fourteen days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday, he shall be deemed to have worked for four hours.

(4) For the purpose of this clause the expression “wage” shall mean an employee's wage plus his cost of living allowance.

(5) This clause shall not apply to a casual employee or a watchman.

9. PIECE WORK.

(1) An employer may introduce any piece-work system and, save as provided in clause 4 (6), the employer shall pay to his employee who is employed on such piece-work system for any period, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay to such employee not less than the following plus five per cent:—

(a) In the case of a casual employee, in respect of each day on which piece-work is performed, the amount which he would have been required to pay such employee for that day had he been remunerated on the basis of time worked;

(b) in die geval van 'n ander werknemer as 'n los werknemer, ten opsigte van elke week waarin hy stukwerk verrig, die bedrag wat hy verplig sou gewees het om vir dié week aan sodanige werknemer te betaal as hy op grondslag van tyd wat gewerk is, besoldig was;

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

10. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

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

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

11. VERBOD OP INDIENSNEMING.

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

12. BEÏNDIGING VAN DIENSKONTRAK.

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

(a) gedurende die eerste vier weke diens vier-en-twintig uur kennis gee;

(b) na die eerste vier weke diens, een week kennis gee,

van sy voorneme om die kontrak te beëindig, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur aan die werknemer, in plaas van sodanige kennisgewing, minstens die volgende te betaal, of deur aan die werkgewer, in plaas van sodanige kennisgewing, minstens die volgende te verbeur of te betaal, na gelang van die geval:—

(i) In die geval van vier-en-twintig uur kennisgewing, 'n bedrag gelyk aan die dagloon wat die werknemer ontvang op die datum van sodanige beëindiging;

(ii) in die geval van 'n week kennisgewing, 'n bedrag gelyk aan die weekloon wat die werknemer ontvang op die datum van sodanige beëindiging;

Met dien verstande dat—

(i) dat die werkgewer of werknemer se reg om die dienskontrak sonder kennisgewing te beëindig weens 'n regsgeldige rede;

(ii) dat 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingstermyn wat ewe lank vir beide partye en langer is as wat in hierdie klousule voorgeskryf word;

(iii) dat die inwerkingtreding van verbeurings of boetes wat kragtens enige wet toegepas kan word ingeval 'n werknemer dros;

nie hierdeur geraak word nie; en voorts met dien verstande dat, waar die loon van 'n werknemer op die datum van diensbeëindiging verminder is met aftrekkings ten opsigte van korttyd, die uitdrukking, „ontvang op die datum van sodanige beëindiging” geag word te beteken „sou ontvang het op die datum van sodanige beëindiging as daar geen aftrekkings ten opsigte van korttyd gemaak was nie”.

(2) Waar daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) gesluit is, moet die betaling of verbeuring in plaas van kennisgewing ooreenstem met die kennisgewingstermyn waarvoor daar ooreengekom is.

(3) Die kennisgewing in subklousule (1) voorgeskryf, moet geskied voor of op die dag waarop die inrigting gewoonlik sodanige werknemer betaal, en loop vanaf die dag na sodanige betaaldag: Met dien verstande—

(i) dat die kennisgewingstermyn nie mag saamval met en kennis nie gegee mag word gedurende 'n werknemer se afwesigheid met verlof toegestaan kragtens klousule 6, of gedurende enige tydperk van vredestdyse opleiding wat die werknemer ingevolge die Verdedigingswet, 1957, moet ondergaan nie;

(ii) dat kennis nie gegee mag word gedurende 'n werknemer se afwesigheid met siekteverlof toegestaan kragtens klousule 7 nie.

(4) Vir die toepassing van hierdie klousule word die woord „loon” geag 'n werknemer se loon plus lewenskostetoelae te beteken.

13. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van 'n dienskontrak weens 'n ander rede as die dros van 'n werknemer, sy werknemer, uitgesonderd 'n los werknemer, van 'n dienssertifikaat voorsien wat wesenlik in die vorm is wat in die Bylae van hierdie Vastelling voorgeskryf word en wat die volle name van die werkgewer en sy werknemer, die werksoort van die werknemer, die datum waarop die werk begin is en dié waarop die kontrak beëindig is en die besoldiging ten tyde van sodanige beëindiging aangee.

(b) in the case of any other employee, in respect of each week in which he does piece-work, the amount which he would have been required to pay such employee for that week had he been remunerated on the basis of time worked.

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

10. PROTECTIVE CLOTHING, UNIFORMS OR OVERALLS.

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

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

11. PROHIBITION OF EMPLOYMENT.

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

(a) during the first four weeks of employment, twenty-four hours' notice;

(b) after the first four weeks of employment, one week's notice,

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

(i) in the case of twenty-four hours' notice, the daily wage which the employee is receiving at the time of such termination;

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

Provided that this shall not affect—

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

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

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

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

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

(3) The notice prescribed in sub-clause (1) may be given on any work-day: Provided—

(i) that the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 6 or any period of military training undergone by such employee;

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

(4) For the purpose of this clause the expression “wage” shall mean an employee's wage plus his cost of living allowance.

13. CERTIFICATE OF SERVICE.

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

14. VERLOFTOELAE.

Ondanks enigiets teenstrydigs in hierdie Vasstelling is klousule 6 nie van toepassing op 'n werknemer wie se werkgever gereeld, en terselfdertyd wanneer hy enige ander besoldiging betaal wat aan so 'n werknemer verskuldig is, hom 'n toelae betaal in plaas van die verlof wat in klousule 6 voorgeskryf word: Met dien verstande—

- (i) dat die toelae aan sodanige werknemer oor enige tydperk betaal, nie minder is nie as die bedrag wat sy werkgever aan hom sou moes betaal het ten opsigte van verlof vir sodanige tydperk kragtens klousule 6, indien daardie klousule op sodanige werknemer van toepassing was;
- (ii) dat, indien sodanige werkgever die werknemer onbetaalde verlof toestaan, benewens die betaling van die toelae, die bepalings van klousule 6 (8) *mutatis mutandis* van toepassing is ten opsigte van die onbetaalde verlof.

BYLAE.

Ek/ons (a).....
 wat die Padmaakbedryf beoefen te.....
 sertifiseer hierby dat.....
 by my/ons in diens was (a) vanaf die.....dag
 van.....19....., tot die.....dag
 van.....19....., in die beroep van
 (b)..... By diensbeëindiging was
 sy/haar (a) loon (uitgesonderd lewenskostoelae).....
 pond.....sjielings.....pennies
 per week/maand. (a).....

Handtekening van werkgever of
 gemagtigde verteenwoordiger.

Datum.....

- (a) Skrap wat nie van toepassing is nie.
- (b) Noem die beroep waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk; arbeider, randsteenaanleër, ens.

No. 380.] [18 Maart 1960.
 WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941.

PADMAAKBEDRYF, KAAP.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Vasstelling vir die padmaakbedryf bekendgemaak by Goewernementskennisgewing No. 379 van 18 Maart 1960, nie vir die persone wie se werkure daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
 Minister van Arbeid.

No. 377.] [18 Maart 1960.
 LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 200.

ONGESKOOLDE ARBEID, KAAP.

In opdrag van die Minister van Arbeid word hierby ingevolge subartikel (2) van artikel veertien van die Loonwet, 1957, bekendgemaak dat die Minister, kragtens die bevoegdheid hom verleen by subartikel (1) van artikel veertien van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van ongeskoolde arbeid gemaak het en die 11de dag van April 1960 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN OMVANG VAN DIE VASSTELLING.

Hierdie Vasstelling is van toepassing op alle werknemers wat in die gebied bestaande uit die landrostdistrikte Bellville, die Kaap, Simonstad en Wynberg en die munisipale gebied Kuilsrivier ongeskoolde arbeid verrig in enige van die ondergenoemde bedrywe:—

- (1) Mark- en kommissieagentskappe;
- (2) vervaardiging of verspreiding van gas;
- (3) munisipale of afdelingsraadondernemings (met inbegrip van munisipaliteite, afdelingsrade, dorpsbesture, plaaslike besture en komitees van plaaslike gebiede);
- (4) opbrek van ou metaal;

14. LEAVE ALLOWANCE.

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

- (i) that the total allowance paid to such employee over any period is not less than the amount which his employer would have had to pay him in respect of leave for such period in terms of clause 6, if that clause had applied to such employee;
- (ii) that, if such employer grants such employee unpaid leave in addition to the payment of the allowance, the provisions of clause 6 (8) shall *mutatis mutandis* apply in respect of such unpaid leave.

SCHEDULE.

I/We (a).....
 carrying on trade in the Road-making Industry at.....
 hereby certify that.....
 was employed by me/us (a) from the.....day of
19....., to the.....day of
19....., in the occupation of (b).....
 At the termination of employment his/her (a) wage (excluding cost of living allowance) was.....pounds
shillings.....pence
 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, kerb layer, labourer, driver of a power-driven roller.

No. 380.] [18 March 1960.
 FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941.

ROAD-MAKING INDUSTRY, CAPE.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Determination for the Road-making Industry published under Government Notice No. 379 of the 18th March, 1960, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
 Minister of Labour.

No. 377.] [18 March 1960.
 WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 200.

UNSKILLED LABOUR, CAPE.

By direction of the Minister of Labour it is hereby notified in terms of sub-section (2) of section fourteen of the Wage Act, 1957, that the Minister, under the powers vested in him by sub-section (1) of section fourteen of the said Act, has made the Determination in the Schedule hereto in respect of unskilled labour and has fixed the 11th day of April, 1960, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply to all employees who perform unskilled labour in the area comprising the Magisterial Districts of Bellville, the Cape, Simonstown and Wynberg and the municipal area of Kuilsriver in any of the undermentioned trades:—

- (1) Market and commission agencies;
- (2) manufacture or distribution of gas;
- (3) municipal or divisional council undertakings (including municipalities, divisional councils, village management boards, local boards and local area committees);
- (4) breaking up of scrap metal;

- (5) skeepsagentskappe;
 - (6) asfaltering (n.e. boubedryf nie);
 - (7) brugbou;
 - (8) sloping van geboue;
 - (9) uitgrawe of gelykmaak van grond;
 - (10) voorbereiding van terreine vir bou- of ander doeleindes;
 - (11) verhuur van kantore;
 - (12) geboue skoonmaak (met inbegrip van vensters);
 - (13) vervaardiging of herstel van going- of jutesakke;
 - (14) aflewering- of bodedienste (behalwe aflewering met motor-aangedrewe voertuie);
 - (15) uitgrawe, uitpomp, verkoop of aflewering van sand of gruis;
 - (16) herwinning van afvalpapier;
 - (17) vervaardiging of verspreiding van roomys;
 - (18) konstruksie van riool-, dreinerings- of stormwaterafleiskemas;
 - (19) kunsmisvervaardiging;
- en op die werkgewers van sodanige werknemers.

2. WOORDOMSKRYWING.

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

- (i) „bedryfsinrigting”, ’n perseel waarop of in verband waarmee een of meer werknemers in eenige of meer van die bedrywe in klousule 1 genoem, in diens is; (v)
- (ii) „daaglikse werknemer”, ’n werknemer wat by die dag in diens is; (iii)
- (iii) „deeltidse skoonmaakster”, beteken ’n vroulike werknemer wat by die week of die maand in diens is om kantoorpersele of kantoormeubels skoon te maak op nie meer as ses dae per week nie en vir nie meer as vier-en-twintig gewone werkure in enige week nie; (viii)
- (iv) „korttyd”, ’n tydelike vermindering van die aantal gewone werkure weens ongunstige weersgesteldheid, ’n tekort aan grondstowwe, of ten gevolge van die feit dat die installasie of masjinerie uit orde is, of die gebou ten gevolge van ’n ongeluk of ander onvoorsiene omstandigheid onbruikbaar is of dreig om dit te word; (x)
- (v) „lewenskostoelae”, die toelae voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig, en soos uitgelê by artikel twee van die Wet op die Voortsetting van Oorlogsmaatreëls, 1948, en paragraaf (b) van artikel twee van die Wet op die Voortsetting van Oorlogsmaatreëls, 1950: Met dien verstande dat, as ’n werkgewer sy werknemer gereeld ’n lewenskostoelae betaal wat hoër is as dié wat aldus voorgeskryf is, dit sodanige hoër toelae beteken; (ii)
- (vi) „loon”, die geldbedrag aan ’n werknemer ingevolge klousule 3 (1) betaalbaar ten opsigte van sy gewone werkure soos voorgeskryf by klousule 5: Met dien verstande dat, as ’n werkgewer sy werknemer vir sy gewone werkure gereeld ’n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit dié hoër bedrag beteken; (xii)
- (vii) „nagwag”, ’n werknemer wat in die nag of op Sondag of openbare vakansiedae eiendom bewaak; (vii)
- (viii) „noodwerk”—
 - (a) alle werk wat weens onvoorsiene omstandighede soos brand, storm, insakking van grond, ongeluk, geweld, epidemie of diefstal sonder versuim gedoen moet word;
 - (b) alle werk wat gedoen moet word vir die instandhouding of voorsiening van lig-, krag- of waterinstallasie of van telefoon-, openbare gesondheids-, sanitêre-, skoonmaak-, openbare vervoer- of lughawedienste, of vir die lewering van goedere aan hospitale, skepe of die polisie of militêre magte;
 - (c) alle werk genoodsaak deur die feit dat die installasie of masjinerie uit orde is, of die gebou ten gevolge van ’n ongeluk of ander onvoorsiene omstandigheid onbruikbaar is of dreig om dit te word;
 - (d) alle werk in verband met die opknapping of herstel van installasies of masjinerie wat nie gedurende die gewone werkure verrig kan word nie; of
 - (e) die laai of aflaai van spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens of werk wat daarmee in verband staan; (iv)
- (ix) „onafgebroke proses”, ’n bedrywigheid wat ingevolge paragraaf (a) van subartikel (1) van artikel negentien van die Wet op Fabriek-, Masjinerie en Bouwerk, 1941, verklaar word ’n bedrywigheid te wees waarin onafgebroke werk deur middel van drie skofte per dag nodig is; (i)
- (x) „ongeskoolde arbeid”, sonder beperking van die gewone betekenis van die uitdrukking hoëgenaamd, met betrekking tot—

A. Mark- en kommissieagentskappe—

- (1) groente, vrugte, pluimvee, blomme of ander plaasprodukte sorteer, verpak of uitstal;

B. Vervaardiging of verspreiding van gas—

- (1) gashouers of gassilinders onder toesig leeg- of volmaak;
- (2) gashouers of gassilinders met water volmaak;
- (3) kleppe of koppe van leë gashouers of gassilinders afskroef;
- (4) merke aan gashouers of gassilinders aanbring of daarvan verwyder;

- (5) shipping agencies;
 - (6) asphalting (non-building industry);
 - (7) bridge-building;
 - (8) demolition of buildings;
 - (9) excavating or levelling soil;
 - (10) preparing sites for building or other purposes;
 - (11) letting of offices;
 - (12) cleaning of buildings (including windows);
 - (13) manufacture or mending hessian or jute bags;
 - (14) delivery of messenger services (except delivery by means of motor-propelled vehicles);
 - (15) excavating, pumping, selling or delivering of sand or gravel;
 - (16) waste paper recovery;
 - (17) ice-cream manufacture or distribution;
 - (18) construction of sewerage, drainage or stormwater drainage schemes;
 - (19) fertiliser manufacture;
- and to the employers of such employees.

2. DEFINITIONS.

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

- (i) “continuous process” means any activity which in terms of paragraph (a) of sub-section (1) of section nineteen of the Factories, Machinery and Building Work Act, 1941, has been declared to be an activity in which continuous working by means of three shifts per day is necessary; (ix)
- (ii) “cost of living allowance” means the allowance prescribed in War Measure No. 43 of 1942, as amended, and as construed in terms of section two of the War Measures Continuation Act, 1948, and paragraph (b) of section two of the War Measures Continuation Act, 1950: Provided that, where an employer regularly pays an employee a cost of living allowance higher than that so prescribed, it means such higher allowance; (v)
- (iii) “daily employee” means an employee who is employed by the day; (ii)
- (iv) “emergency work” means—
 - (a) any work which, owing to unforeseen circumstances such as fire, storm, land subsidence, accident, act of violence, epidemic or theft, must be done without delay;
 - (b) any work necessary for the maintenance or provision of light, power, water, telephone, public health, sanitary, cleansing, public transport or airport services or for the supply of goods to hospitals, ships or the police or military forces;
 - (c) any work necessitated by a general breakdown of plant or machinery or an actual breakdown or threatened breakdown of buildings;
 - (d) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours; or
 - (e) the work of or connected with the loading or unloading of trucks or vehicles belonging to the South African Railways and Harbours; (viii)
- (v) “establishment” means any premises in or in connection with which one or more employees are employed in any one or more of the trades mentioned in clause 1; (i)
- (vi) “law” includes the common law; (xii)
- (vii) “night watchman” means an employee who is engaged in guarding property during the night or on Sundays or public holidays; (vii)
- (viii) “part-time cleaner” means a female employee who is employed by the week or month to clean office premises or office furniture on not more than six days a week and not more than twenty-four ordinary hours of work in any week; (iii)
- (ix) “piece-work” means any system under which an employee’s remuneration is based on the quantity of work done; (xi)
- (x) “short-time” means any temporary reduction in the number of ordinary hours of work owing to the vagaries of the weather, a shortage of raw materials or a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (iv)
- (xi) “unskilled labour” means, without limiting the usual meaning of the expression whatsoever, in relation to—

A. Market and Commission Agencies—

- (1) sorting, packing or displaying vegetables, fruit, poultry, flowers or other farm products;

B. Manufacture and Distribution of Gas—

- (1) emptying or filling gasometers or gas cylinders under supervision;
- (2) filling gasometers or gas cylinders with water;
- (3) unscrewing valves or heads from empty gasometers or gas cylinders;
- (4) making marks or removing marks from gasometers or gas cylinders;

- (5) pype aan gashouers of gassilinders vasskroef of daarvan losskroef;
- (6) filterperse oop- of toemaak of filterdoeke verwyder of vervang;
- C. *Munisipale of afdelingsraadondernemings* (met inbegrip van munisipaliteite, afdelingsrade, dorpsbesture, plaaslike besture en komitees van plaaslike gebiede)—
- (1) artikels, geboue of toerusting met die hand teer;
- (2) skoorstene onder toesig verf;
- (3) steenkoolstortgeute oop- of toemaak;
- (4) steiers onder toesig oprig;
- (5) padtekens oprig of uithang of waarskuwingslampe opstel;
- (6) pype onder toesig afsaag of skroefdraad daaraan sny;
- (7) gifstowwe spuit, spreid of aanwend;
- (8) die verrigting van enige werk wat in items A tot B en D tot N van hierdie woordomskriving genoem word;
- D. *Opbreek van ou metaal*—
- (1) enige ou metaal, masjiene, wrakke, voertuie of brúe met hamers, sae, beitels, koevoete of skroef-sleutels buig of opbreek, of onder toesig met 'n blaaslamp buig of sny;
- (2) ou metaal sorteer maar nie gradeer nie;
- E. *Asfaltering* (nie boubedryf nie)—
- (1) met die hand, deur middel van 'n kwas, borsel of ander middel, aansmeer, toedien of pleister;
- (2) 'n handpomp bedien;
- (3) asfalt met ysterstampers of meganiese middels vassstamp;
- F. *Brugbou, uitgrawe of gelykmaak van grond, voorbereiding van terreine vir bou- of ander doeleindes*—
- (1) steiers onder toesig oprig;
- (2) betonmengers of kragbore bedien;
- (3) asfalt met ysterstampers of meganiese middels vassstamp;
- G. *Sloping van geboue*—
- (1) enige soort dakteëls, sinkplate, asbesplate of ander dakmateriaal losmaak of afbreek;
- (2) planke, balke of ander soorte timmerhout losmaak of afbreek;
- (3) baksteenmure, betonmure of mure van ander materiaal met koevoete, hamers of ander gereedskap losmaak, afbreek of opbreek;
- (4) afgebreekte materiaal sorteer of in bondels bind;
- (5) spykers uit planke of balke verwyder;
- H. *Vervaardiging of herstel van going- of jutesakke*—
- (1) sakke tel, skoonmaak of met die hand lap of herstel;
- (2) sakke met die hand of masjien sny;
- (3) going of jute met die hand pluig;
- (4) enige onsuiverheid uit going of jute met die hand verwyder;
- I. *Aflewering- en bodedienste* (behalwe aflewering met motoraangedrewe voertuie)—
- (1) persoonlike afleweringdienste verrig;
- (2) afrolmasjiene bedien;
- J. *Uitgrawe, uitpomp, verkoop of aflewering van sand of gruis*—
- (1) sand of gruis uitpomp, was of sif;
- K. *Herwinning van afvalpapier*—
- (1) afvalpapier in sakke, bale, kaste of ander houers stop;
- (2) afvalpapier sorteer of in sakke of bale pers of bind;
- L. *Vervaardiging of verspreiding van roomys*—
- (1) houers of papier vou;
- (2) konkas, tenks, pype of ander houers met stoom verhit;
- (3) met die hand of handmasjiene omroer;
- (4) uitskep;
- M. *Konstruksie van riool-, dreinerings- of stormwater-afleiskemas*—
- (1) beton, staal of ander pype in posisie neerlê, verskuif of regsit;
- N. *Kunsmisvervaardiging*—
- (1) afval sorteer;
- (2) kunsmissoorte of vee- of pluimveevoer met die hand meng;
- (3) konkas verf;
- (4) hout, bene of ander materiaal fynkap;
- (5) met 'n handsif werk;
- O. *Al die bedrywe in klousule 1 genoem*—
- (1) posseëls op briewe, pakkette of ander artikels plak;
- (2) briewe, omsendbriewe, dokumente, biljet, advertensies of ander geskrewe, gedrukte, getikte of afgerolde geskifte in koeverte plaas of in pakies opmaak;

- (5) screwing pipes to or unscrewing pipes from gasometers or gas cylinders;
- (6) opening or closing filter presses or removing or changing filter cloths;
- C. *Municipal or Divisional Council Undertakings* (including municipalities, divisional councils, village management boards, local boards and local area committees)—
- (1) tarring articles, buildings or equipment by hand;
- (2) painting chimneys under supervision;
- (3) opening or closing coal chutes;
- (4) erecting scaffolding under supervision;
- (5) erecting or hanging out road signs or putting up warning lamps;
- (6) cutting or threading pipes under supervision;
- (7) spraying, spreading or applying toxins;
- (8) the performance of any work mentioned in paragraphs A to B and D to N of this definition;
- D. *Breaking up of Scrap Metal*—
- (1) bending or cutting under supervision, by means of a blowlamp, or bending or breaking up by means of hammers, saws, chisels, crowbars or spanners, any scrap metal, machines, wrecks, vehicles or bridges;
- (2) sorting but not grading scrap metal;
- E. *Asphalting (Non-Building Industry)*—
- (1) applying or plastering by hand, by means of a brush or other means;
- (2) operating a hand pump;
- (3) ramming asphalt by means of iron rammers or mechanical means;
- F. *Bridge-building, Excavating or Levelling Soil, Preparing Sites for Building or other Purposes*—
- (1) erecting scaffolding under supervision;
- (2) operating concrete mixers or power drills;
- (3) ramming asphalt by means of iron rammers or mechanical means;
- G. *Demolition of Buildings*—
- (1) loosening or taking down any kind of roof tiling, corrugated iron sheets, asbestos sheeting or other roofing material;
- (2) loosening or taking down planks, beams or other kinds of timbering;
- (3) loosening, demolishing or breaking up brick walls, concrete walls or walls composed of other materials, by means of crowbars, hammers or other tools;
- (4) sorting or tying in bundles materials obtained from demolitions;
- (5) removing nails from planks or beams;
- H. *Manufacture or Mending Hessian or Jute Bags*—
- (1) counting, cleaning or patching or mending bags by hand;
- (2) cutting bags by hand or machine;
- (3) teasing hessian or jute by hand;
- (4) removing any impurities from hessian or jute by hand;
- I. *Delivery and Messenger Services* (except delivery by means of motor-propelled vehicles)—
- (1) performing personal delivery services;
- (2) operating duplicating machines;
- J. *Excavating, Pumping, Selling or Delivering of Sand or Gravel*—
- (1) pumping, washing or screening sand or gravel;
- K. *Waste Paper Recovery*—
- (1) placing waste paper in bags, bales, boxes or other containers;
- (2) sorting waste paper or pressing or securing waste paper in bags or bales;
- L. *Ice-cream Manufacture or Distribution*—
- (1) folding paper or containers;
- (2) heating drums, tanks, pipes or other containers by steam;
- (3) stirring by hand or hand-operated machine;
- (4) ladling;
- M. *Construction of Sewerage, Drainage or Storm-water Drainage Schemes*—
- (1) placing, moving or arranging concrete, steel or other pipes in position;
- N. *Fertiliser Manufacture*—
- (1) sorting waste products;
- (2) mixing fertilisers, animal or poultry food by hand;
- (3) painting drums;
- (4) chopping up wood, bones or other material;
- (5) working with a hand sieve;
- O. *All the Trades Mentioned in Clause 1*—
- (1) affixing stamps to letters, parcels or other articles;
- (2) placing letters, circulars, documents, handbills, advertisements or other written, printed, typed or roneoed documents in envelopes or making them up into bundles;

- (3) briewe, pakkette, vate, kaste, blikke, platkissies, kartonne, kenkas, sâkke, bale of enige ander houer oopmaak of toemaak of volmaak of leegmaak; etikette op sodanige houters of ander artikels plak of dit merk, brandmerk, stempel of sjabloneer;
- (4) deure of vensters oop- of toemaak;
- (5) dra, sleep, stoot, trek, verpak, opstapel, rol, verskuif of begrawe van enige artikel, ding of houer, hetsy in of op die werkplek, pakkamer, loods, perseel, voertuig of spoorwegwa behalwe deur die gebruik van kragtoerusting;
- (6) perscie, deure, vensters, toerusting, gereedskap, masjinerie, meubels, voertuie, houters of ander artikels skoonmaak of was en dit sluit in meubels opvryf en -tapyte uitboersel;
- (7) rantsoene kook of tee of soortgelyke drankte vir werknemers maak of aan hulle bedien, of tee of ander verversings vir die werkgewer of sy gaste maak of bedien;
- (8) boodskappe, pakkette, briewe of goedere te voet, per trapfiets, driewieler of handvoertuig aflewer of vervoer;
- (9) kampongs, latrines, stalle of buitegeboue witkalk, skoonmaak of ontsmet;
- (10) laai of aflaai;
- (11) vuur maak of vure aan die brand hou, hetsy in kaggels, oonde of enige ander vuurmaakplek, afval of as verwyder, sintels uitsoek;
- (12) voertuie of masjinerie, maar nie elektriese opwekkingsmasjinerie of motorvoertuie nie, olie of smeer;
- (13) sakke heelmaak, skoonmaak of uitskud;
- (14) tuinmaak, d.w.s. spit, hark, gras sny, strooi, meng, na'maak, heiningssnoei, onkruid verwyder, bome of ander plantegroei afkap of verwyder, of onder toesig plant;
- (15) rubber- of ander stempels gebruik waar seleksie of diskresie nie nodig is nie;
- (16) wiele of buite- of binnebande van motorvoertuie, fietse of kruiwaens afhaal, terugsit, omruil of oppomp of binnebande herstel;
- (17) lewende hawe oppas, skoonmaak, voer of op enige ander wyse versorg;
- (18) 'n vakman behulpzaam wees op 'n ander wyse as deur die gereedskap van sy vak te gebruik;
- (19) 'n handhystoestel of goederhyser, met die hand bedien, 'n vervoerband of platform met die hand voer of daarvan afneem;
- (20) sanitêre emmers verwyder, leegmaak, skoonmaak of terugplaas;
- (21) goedere volgens voorafbepaalde gewig by herhaling weeg of goedere volgens voorafbepaalde maat by herhaling meet;
- (22) artikels van gelyke grootte en getal verpak in houters wat spesiaal gemaak is om sodanige artikels te bevat;
- (23) klaargemaakte karton of veselborddose of soortgelyke houters met die hand opstel;
- (24) asfalt met sand, gruis, klei of gebreekte klip met die hand meng, of gemengde asfalt met skopgawe, harke, vurke of met kruiwaens versprei, of asfalt met pype of kanne sprei;
- (25) onder toesig kranes of kleppe oopmaak of toemaak, of masjienhefbome verstel;
- (26) baalperse of ander perse met die hand bedien of draad, hoepels, toue of metaalbande om kiste, sakke, vesel of bale sit en vasmaak;
- (27) bottels of soortgelyke houters in outomatiese of halfoutomatiese wasmasjiene plaas of daaruit neem; etikette van bottels, kaste of ander artikels met die hand verwyder of opplak, etikette aan outomatiese etiketteermasjiene voer;
- (28) klip, grond, klei, sand of ander grondstowwe losmaak, uithaal, breek of strooi; slote, gate of fondamente grawe of ander uitgrawingswerk met die hand verrig; boomstompe uitgrawe;
- (29) bakstene, klippe of beton met hamers, troffels of ander gereedskap skoonmaak of afvlak;
- (30) kruiwaens, trollies, waentjies, of ander handvoertuie trek of stoot;
- (31) handpompe bedien;
- (32) staalversterkingsmateriaal onder toesig met draad verbind of vasheg, of sodanige materiaal sny, buig of inmeekaarsit;
- (33) koekepanne koppel of ontkoppel; spore lê of vas- of losbout, koekepanhystoestel bedien;
- (34) sement of beton in vorms vasstamp of beton in fondamente vasstamp, onderdele van vorms vir sement- of betonprodukte aanmekaarbout of op 'n ander manier saamvoeg of vorms uitmeekaarhaal;
- (35) artikels, lêe bottels, sakke, pakkies of ander houters sorteer of toedraai;
- (36) oorpakke, uniforms of beskermende klere was;
- (37) kaste uit voorafbereide materiaal maak of heelmaak;

- (3) opening, closing, filling or emptying letters, parcels, casks, boxes, tins, trays, cartons, drums, bags, bales or any other containers; affixing labels to or marking, branding, stamping or stencilling such containers or other articles;
- (4) opening or closing doors or windows;
- (5) carrying, pulling, pushing, hauling, packing, stacking, rolling, moving or burying any article, thing or container, whether in or on the workshop, storeroom, shed, premises, vehicle or railway truck, other than by the use of power equipment;
- (6) cleaning or washing premises, doors, windows, equipment, tools, machinery, furniture, vehicles, containers or other articles, including polishing furniture and brushing carpets;
- (7) cooking rations or making or serving tea or similar beverages for or to employees, or making or serving tea or other refreshments for or to the employer or his guests;
- (8) delivering or conveying messages, parcels, letters or goods on foot, by means of a bicycle, tricycle or manually propelled vehicle;
- (9) lime-washing, cleaning or disinfecting compounds, latrines, stables or outbuildings;
- (10) loading or unloading;
- (11) making or maintaining fires, whether in hearths, ovens or any other fire-place; removing refuse or ashes; sorting out cinders;
- (12) oiling or greasing vehicles or machinery, but not electric generating machinery or motor vehicles;
- (13) mending, cleaning or shaking out bags;
- (14) gardening, i.e. digging, raking, mowing, spreading, mixing, watering, trimming hedges, weeding, felling or removing trees, or other vegetation or planting under supervision;
- (15) using rubber or other stamps where selection or discretion is unnecessary;
- (16) removing, replacing, changing or inflating wheels or tyres or tubes of motor vehicles, bicycles or wheelbarrows, or repairing tubes;
- (17) minding, cleaning, feeding or in any other way tending livestock;
- (18) assisting a journeyman other than by using the tools of his trade;
- (19) operating a hand-hoist or goods lift by hand; feeding or taking off from a conveyer belt or platform;
- (20) removing, emptying, cleaning or replacing sanitary pails;
- (21) repetitive weighing of goods to a predetermined weight, or repetitive measuring of goods to a set gauge;
- (22) packing articles of a uniform size and number in containers specially made to contain such articles;
- (23) setting up ready-made cardboard or fibreboard boxes or similar containers by hand;
- (24) mixing asphalt with sand, gravel, clay or crushed stone by hand, or spreading mixed asphalt by means of shovels, rakes, forks or wheelbarrows, or spreading asphalt with pipes or cans;
- (25) opening or closing cocks or valves or changing levers, under supervision;
- (26) operating baling presses or other presses by hand, or placing and securing wire, hoops, ropes or metal bands around boxes, bags, fibre or bales;
- (27) placing bottles or similar containers in automatic or semi-automatic washing machines or taking therefrom; removing labels from bottles, boxes, or other articles by hand or affixing labels thereto; feeding labels to automatic labelling machines;
- (28) loosening, excavating, breaking or spreading stone, soil, clay, sand or other raw materials; digging trenches, holes or foundations or performing other excavation work by hand; digging out tree stumps;
- (29) cleaning or levelling bricks, stones or concrete by means of hammers, trowels or other tools;
- (30) pulling or pushing wheelbarrows, trolleys, barrows or other manually propelled vehicles;
- (31) operating hand pumps;
- (32) tying or securing steel reinforcing materials with wire under supervision or cutting, bending or assembling such materials;
- (33) coupling or uncoupling cocopans; laying or bolting or unbolting tracks; operating a cocopan hoist;
- (34) ramming cement or concrete in moulds or ramming concrete in foundations, bolting or otherwise securing parts of or dismantling moulds for cement or concrete products;
- (35) sorting or wrapping articles, empty bottles, bags, parcels or other containers;
- (36) washing overalls, uniforms or protective clothing;
- (37) making or repairing boxes from ready prepared material;

- (38) persele of eiendom bewaak;
 (39) handdoeke, seep of toiletpapier vervang;
 (40) draad, tou of goingsak met die hand sny;
 (41) bokseile oorgooi of afhaal;
 (42) pale, draad of gereedskap dra; (xi)
 (xi) „stukwerk”, ’n stelsel waaronder ’n werknemer se besoldiging bereken word op grondslag van die hoeveelheid gedane werk; (ix)
 (xii) „wet”, ook die gemene reg. (vi)

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

3. BESOLDIGING.

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

	Per dag.		
	£	s.	d.
(a) Daaglikse werknemers—			
(i) in die ondernemings van die Munisipaliteit van Kaapstad en die Afdelingsraad van die Kaap.....	0	10	6
(ii) in die munisipale gebiede van Durbanville en Kuilsrivier.....	0	7	6
(iii) alle ander daaglikse werknemers.....	0	9	6
(b) Nagwag—			
	Per week.		
	£	s.	d.
(i) in die ondernemings van die Munisipaliteit van Kaapstad en die Afdelingsraad van die Kaap.....	2	18	6
(ii) in die munisipale gebiede van Durbanville en Kuilsrivier.....	2	2	0
(iii) alle ander nagwagte.....	2	13	6

	Werk- nemer— Man van 18 jaar of ouer. Per week.		Werk- nemer— Vrou van 18 jaar of ouer. Per week.		Werk- nemer— onder 18 jaar. Per week.	
	£	s.	d.	£	s.	d.
(c) Ander werknemers—						
(i) in die ondernemings van die Munisipaliteit van Kaapstad en die Afdelingsraad van die Kaap.....	2	11	6	2	5	0
(ii) in die munisipale gebiede van Durbanville en Kuilsrivier.....	1	15	0	1	8	0
(iii) in die kunsmisvervaardigingsbedryf in alle gebiede uitgesonderd die Landdrosdistrik, Kaap.....	1	15	0	1	8	0
(iv) alle ander werknemers	2	6	6	1	17	6

(d) Ondanks andersluidende bepalings in hierdie subklousule, moet die loon van ’n daaglikse werknemer, indien hy as ’n nagwag in diens is, minstens dié wees wat in paragraaf (b) hiervan voorgeskryf is, plus een shilling per dag: Met dien verstande dat die uitdrukking „dag” by die toepassing van hierdie paragraaf ’n tydperk van vier-en-twintig opeenvolgende ure beteken, bereken van die tyd af wanneer die werknemer met sy werk begin.

(e) Ondanks andersluidende bepalings in hierdie klousule, wanneer ’n daaglikse werknemer op enige dag gewerk het of beskikbaar was vir werk waarvoor hy in diens geneem is, maar wat hy weens onvoorsiene omstandighede buite sy beheer nie kan verrig nie, moet sy werkgever hom minstens sy dagloon betaal, afgesien daarvan of hy die dag agt en ’n half uur of minder gewerk het of aldus vir die werk beskikbaar was: Met dien verstande dat as van hom vereis word om te werk of om aldus beskikbaar te wees vir minder as vier uur op enige dag, sy loon vir dié dag nie meer as die helfte van sy dagloon hoef te wees nie.

(2) **Kontrakbasis.**—By die toepassing van hierdie klousule moet die dienskontrak van ’n werknemer, uitgesonderd ’n daaglikse werknemer, op ’n weeklikse grondslag berus en, behoudens soos in klousule 4 (6) bepaal, moet ’n werknemer vir ’n week minstens die volle weekloon betaal word wat in subklousule (1) vir ’n werknemer van sy klas en gebied voorgeskryf word en wel ongeag of hy in dié week die maksimum aantal gewone werkeure wat vir hom ingevolge klousule 5 geld, dan wel minder, gewerk het.

(3) **Loonberekening.**—(a) Die dagloon van ’n werknemer, uitgesonderd ’n daaglikse werknemer, is sy weekloon gedeel deur die getal dae wat hy in die reël in ’n week werk.

(b) Die maandloon van ’n werknemer, uitgesonderd ’n daaglikse werknemer, is vier en ’n derde maal sy weekloon.

- (38) guarding premises or property;
 (39) replacing towels, soap or toilet paper;
 (40) cutting wire, rope or hessian by hand;
 (41) covering with or removing tarpaulins;
 (42) carrying poles, wire or tools; (x)

(xii) “wage” means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount. (vi)

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

3. REMUNERATION.

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

	Per Day.		
	£	s.	d.
(a) Daily employees—			
(i) in the undertakings of the Municipal Council of Cape Town and the Divisional Council of the Cape.....	0	10	6
(ii) in the Municipal areas of Durbanville and Kuilsriver.....	0	7	6
(iii) all other daily employees.....	0	9	6
(b) Night watchman—			
	Per Week.		
	£	s.	d.
(i) in the undertakings of the Municipal Council of Cape Town and the Divisional Council of the Cape.....	2	18	6
(ii) in the Municipal areas of Durbanville and Kuilsriver.....	2	2	0
(iii) all other night watchmen.....	2	13	6

	Male Employee of the Age of 18 Years or over. Per Week.		Female Employee of the Age of 18 Years or over. Per Week.		Employee under the Age of 18 Years. Per Week.	
	£	s.	d.	£	s.	d.
(c) Other employees—						
(i) in the undertakings of the Municipal Council of Cape Town and the Divisional Council of the Cape.....	2	11	6	2	5	0
(ii) in the Municipal areas of Durbanville and Kuilsriver.....	1	15	0	1	8	0
(iii) in the manufacture of fertiliser trade in any area other than the Magisterial District of the Cape.....	1	15	0	1	8	0
(iv) all other employees	2	6	6	1	17	6

(d) Notwithstanding anything to the contrary in this sub-clause, if a daily employee is employed as a night watchman his wage shall be not less than that prescribed in paragraph (b) hereof plus one shilling per day: Provided that for the purpose of this paragraph the expression “day” shall mean a period of twenty-four consecutive hours reckoned from the time the employee commences work.

(e) Notwithstanding anything to the contrary in this clause, where on any day a daily employee has worked or stood-by for the work for which he was engaged and which work he was precluded from doing through unforeseen circumstances beyond his control, his employer shall pay him not less than his daily wage, irrespective of whether he has on that day worked or so stood-by for eight and a half hours or less: Provided that if he was required to work or so stand-by for less than four hours on any day, his wage in respect of such day need not exceed half his daily wage.

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

(3) **Calculation of Wages.**—(a) The daily wage of an employee, other than a daily employee, shall be his weekly wage divided by the number of days he ordinarily works in a week.

(b) The monthly wage of an employee, other than a daily employee, shall be his weekly wage multiplied by four and a third.

(c) Die uurloon van 'n werknemer, uitgesonderd 'n daaglikse werknemer, is sy weekloon gedeel deur die getal van die gewone werkure wat hy in die reël in 'n week werk.

(4) *Fietstoelae*.—'n Werkgever wat van 'n werknemer vereis dat hy vir die uitvoering van sy pligte sy eie fiets gebruik, moet hom, benewens enige ander besoldiging aan hom verskuldig, 'n toelae van minstens drie sjielings en ses pennies per week betaal, of, as hy 'n daaglikse werknemer is, minstens nege pennies per dag.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers uitgesonderd daaglikse werknemers*.—Behoudens soos bepaal in klousule 6 (4), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n daaglikse werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant betaal word gedurende die werkure of binne vyftien minute na beëindiging van werk op die dag waarop die bedryfs-inrigting so 'n werknemer gewoonlik betaal, of as dit voor die gewone betaaldag geskied, by die diensbeëindiging en sodanige bedrag moet in 'n koevert of houer wees waarop aangegee word, of wat vergesel gaan van 'n staat wat aantoon, die werkgever se naam, die werknemer se naam of nommer, die getal gewone werkure en oortydure wat die werknemer gewerk het, alle inligting omtrent enige aftrekkings wat gedoen is, die besoldiging verskuldig en die tydperk ten opsigte waarvan die betaling geskied, en sodanige koevert of houer waarop die gegewens aangegee word of sodanige staat word die eiendom van die werknemer: Met dien verstande dat 'n werkgever in enige van die bedrywe asfaltering (nie boubedryf nie), brugbou, sloping van gebooue, uitgrawe of gelykmaak van grond, voorbereiding van terreine vir bou- of ander doeleindes of konstruksie van riool-, dreinerings- of stormwaterafleiskemas sy werknemer tweewekliks in plaas van weekliks aldus kan betaal.

(2) *Daaglikse werknemer*.—'n Werkgever moet die besoldiging wat aan sy daaglikse werknemer verskuldig is, by die voltooiing van elke dag se werk betaal.

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

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

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

(6) *Aftrekkings*.—'n Werkgever mag sy werknemer geen boetes oplê of van sy werknemer se besoldiging 'n aftrekking doen nie: Met dien verstande dat hy die volgende aftrekkings kan doen—

(a) met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorg-, of pensioenfonds;

(b) behoudens waar in hierdie Vasstelling anders bepaal word, wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever uit sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde van die afwesigheid vir sy gewone werkure ontvang het;

(c) iedere bedrag wat 'n werkgever by wet of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;

(d) wanneer 'n werknemer instem, of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word, om kos of inwoning of kos en inwoning van sy werkgever aan te neem, 'n bedrag hoogstens gelyk aan die bedrae hieronder:—

	Per week.	Per maand.
	s. d.	£ s. d.
(i) Kos.....	4 0	0 17 4
(ii) Inwoning.....	2 0	0 8 8
(iii) Kos en inwoning.....	6 0	1 6 0

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

(i) dat sodanige aftrekking, ongeag die getal ure waarmee die gewone werkure aldus verminderd word, hoogstens gelyk aan een-derde van die werknemer se weekloon mag wees;

(ii) dat geen aftrekking mag geskied ten opsigte van korttyd wat deur 'n tekort aan grondstowwe ontstaan nie, tensy die werkgever sy werknemer op die vorige werkdag van sy voorneme om die gewone werkure te verminder kennis gegee het;

(iii) dat ten opsigte van korttyd weens ongunstige weersgesteldheid of ten gevolge van die feit dat die installasie of masjinerie uit orde is, of die gebooue ten gevolge van 'n ongeluk of ander onvoorsiene omstandigheid onbruikbaar is of dreig om dit te word, geen aftrekking mag geskied vir die eerste uur waarin nie gewerk word nie, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

(c) The hourly wage of an employee, other than a daily employee, shall be his weekly wage divided by the number of ordinary hours of work which he ordinarily works in a week.

(4) *Bicycle Allowance*.—An employer who requires an employee to use his own bicycle in the performance of his duties shall pay such employee, in addition to any other remuneration due to him, an allowance of not less than three shillings and sixpence per week, or, if the employee is a daily employee, not less than ninepence per day.

4. PAYMENT OF REMUNERATION.

(1) *Employees, other than Daily Employees*.—Save as provided in clause 6 (4), any amount due to an employee, other than a daily employee, shall be paid in cash weekly or, with the consent of the employee, monthly during the hours of work or within fifteen minutes of ceasing work, on the usual pay day of the establishment, for such employee or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in an envelope or container, on which shall be recorded, or which shall be accompanied by a statement showing the employer's name, the employee's name or number, the number of the ordinary hours and overtime hours worked, details of any deductions made, the remuneration due and the period in respect of which the payment is made, and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee: Provided that an employer in any of the trades of asphalting (non-building industry), bridge-building, demolition of buildings, excavating or levelling soil, preparing sites for building or other purposes or construction of sewerage, drainage or storm-water drainage schemes may so pay his employee fortnightly instead of weekly.

(2) *Daily Employees*.—An employer shall pay the remuneration due to his daily employee in cash on completion of each day's work.

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

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

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

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

(a) with the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds;

(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 thereof;

(c) a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;

(d) whenever an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board or lodging or board and lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	s. d.	£ s. d.
(i) Board.....	4 0	0 17 4
(ii) Lodging.....	2 0	0 8 8
(iii) Board and lodging.....	6 0	1 6 0

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

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

(iii) that no deduction shall be made in the case of short-time owing to the vagaries of the weather or a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available;

(f) ten opsigte van 'n ander openbare vakansiedag as Nuwejaarsdag, Goëie Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag, waarop die werknemer op eie versoek toegelaat word om nie te werk nie, 'n bedrag gelyk aan sy dagloon.

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

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

(a) in die geval van 'n daaglikse werknemer, agt en 'n half op 'n dag, maar dan so dat ses-en-veertig in 'n week by dieselfde werkgewer nie oorskry word nie;

(b) in die geval van 'n deeltydse skoonmaakster—

(i) vier-en-twintig in enige week van Maandag tot en met Saterdag; en

(ii) behoudens die bepalings van paragraaf (i) hiervan, vyf op enige dag;

(c) in die geval van enige ander werknemer—

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

(ii) behoudens die bepalings van paragraaf (i) hiervan, agt op 'n dag: Met dien verstande—

(aa) dat, indien 'n werknemer se werkure op een dag in 'n week minder is as agt, die perk van agt uur op die orige dae in die week met hoogstens 'n halfuur oorskry kan word;

(bb) dat, indien in die reël nie op meer as vyf dae in 'n week gewerk word nie, die perk van agt uur op 'n dag met hoogstens een en 'n half uur op so 'n dag oorskry kan word,

maar dan so dat die gewone werkure in enige week nie ses-en-veertig oorskry nie.

(2) By die toepassing van subklousules (1) en (4) beteken die uitdrukking „dag” —

(a) waar geen skofwerk verrig word nie, 'n tydperk van vier-en-twintig opeenvolgende ure wat om middernag oëin;

(b) waar skofwerk verrig word, 'n tydperk van vier-en-twintig opeenvolgende ure bereken vanaf die tyd wanneer 'n werknemer sy skof begin.

(3) *Etenspouses.*—'n Werkgewer mag nie vereis of toelaat dat sy werknemer, uitgesonderd 'n werknemer wat by 'n onafgebroke proses skofwerk doen, meer as vyf uur aaneen werk sonder 'n etenspouse van minstens een uur waarin so 'n werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en dié pouse word geag geen deel van die gewone werkure van die werknemer te vorm nie: Met dien verstande—

(i) dat, as so 'n pouse langer as 'n uur en 'n kwart duur, alle tyd wat hierdie tydperk oorskry geag word deel van die gewone werkure te vorm;

(ii) dat werktye wat onderbreek word deur pouses van korter as 'n uur, geag word aaneenlopend te wees;

(iii) dat 'n werkgewer met sy werknemer kan ooreenkom om die duur van so 'n etenspouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer 'n weergawe van dié ooreenkoms by die Afdelingsinspekteur, Departement van Arbeid, Kaapstad, ingedien het, kan die etenspouse aldus verkort word;

(iv) dat indien, in die geval van 'n werknemer wat hom uitsluitend of in hoofsaak met die skoonmaak van persele of state of passasievoertuie of die versorging van diere besig hou, dié pouse langer as drie uur is, alle tyd bo die drie uur geag word deel van die gewone werkure te vorm.

(4) *Werkure moet opeenvolgende wees.*—Behoudens die bepalings van subklousule (3), moet alle werkure van 'n werknemer op iedere dag opeenvolgend wees.

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

(6) *Beperking van oortyd.*—(a) 'n Werkgewer mag nie vereis of toelaat dat 'n werknemer, uitgesonderd 'n daaglikse werknemer, langer oortyd werk nie as tien uur in enige week: Met dien verstande dat by die toepassing van dié weeklikse beperking die eerste twee uur bo ses-en-veertig wat 'n werknemer werk wat skofwerk by of in verband met 'n onafgebroke proses doen, nie in ag geneem hoef te word nie.

(b) 'n Werkgewer mag nie vereis of toelaat dat sy daaglikse werknemer langer as twee uur op 'n dag oortyd werk nie.

(7) *Vroulike werknemers.*—Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgewer nie vereis of toelaat dat 'n vroulike werknemer—

(a) tussen 6-uur nm. en 6-uur vm. werk nie;

(b) op meer as vyf dae in 'n week na 1-uur nm. werk nie;

(c) meer as twee uur oortyd op 'n dag werk nie, behalwe dat 'n werknemer met 'n werkweek van vyf dae op 'n Saterdag tot vier uur oortyd kan werk, maar dan só dat tien uur in so 'n week nie oorskry word nie;

(f) a deduction of an amount equal to his daily wage in respect of any public holiday, other than New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, on which an employee at his own request is permitted not to work.

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

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

(a) in the case of a daily employee, eight and a half on any day, but so that forty-six is not exceeded in any week with the same employer;

(b) in the case of a part-time cleaner—

(i) twenty-four in any week from Monday to Saturday, inclusive; and

(ii) subject to paragraph (i) hereof, five on any day;

(c) in the case of any other employee—

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

(ii) subject to paragraph (i) hereof, eight on any day: Provided that—

(aa) where the hours of work of an employee are less than eight on one day in any week, the limit of eight hours may be exceeded by not more than half an hour on the remaining days of the week;

(bb) where work is normally performed on not more than five days in any week, the limit of eight hours a day may be exceeded by not more than one and a half hours on any such day,

but so that the ordinary hours of work do not exceed forty-six in any week.

(2) For the purpose of sub-clauses (1) and (4) the expression “day” means—

(a) where shift work is not performed, a period of twenty-four consecutive hours commencing at midnight;

(b) where shift work is performed, a period of twenty-four consecutive hours calculated from the time an employee commences his shift.

(3) *Meal Intervals.*—An employer shall not require or permit his employee, other than an employee working shift work on a continuous process, to work for more than five hours continuously without a meal interval of not less than one hour, during which interval such employee shall not be required or permitted to perform any work and such interval shall be deemed not to be part of the ordinary hours of work of the employee: Provided—

(i) that if such interval be longer than one and a quarter hours, any time in excess thereof shall be deemed to form part of the ordinary hours of work;

(ii) that periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(iii) that an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour and in that event and after the employer has lodged a statement of such agreement with the Divisional Inspector, Department of Labour, Cape Town, the meal interval may be so reduced;

(iv) that, in the case of an employee who is wholly or mainly engaged in cleaning premises or streets or vehicles used for the transportation of passengers or tending to animals, if such interval be longer than three hours any period in excess of three hours shall be deemed to form part of the ordinary hours of work.

(4) *Hours of Work to be Consecutive.*—Save as provided in sub-clause (3), all hours of work of an employee on any day shall be consecutive.

(5) *Overtime.*—All time worked in excess of the number of ordinary hours of work prescribed in sub-clause (1) shall be deemed to be overtime.

(6) *Limitation of Overtime.*—(a) An employer shall not require or permit an employee, other than a daily employee, to work overtime for more than ten hours in any week: Provided that, in the application of this weekly limitation, the first two hours in excess of forty-six in any week worked by an employee employed on shift work on a continuous process may be disregarded.

(b) An employer shall not require or permit his daily employee to work overtime for more than two hours on any day.

(7) *Female Employees.*—Notwithstanding anything to the contrary in this clause, an employer shall not require or permit a female employee to work—

(a) between 6 o'clock p.m. and 6 o'clock a.m.;

(b) after 1 o'clock p.m. on more than five days a week;

(c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday but so that ten hours are not exceeded in such week;

- (d) op meer as drie opeenvolgende dae in 'n week oortyd werk nie;
- (e) op meer as sestig dae in 'n jaar oortyd werk nie;
- (f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd werk nie, tensy hy—
 - (i) so 'n werknemer voor die middag kennis daarvan gegee het; of
 - (ii) so 'n werknemer van 'n behoorlike ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of
 - (iii) so 'n werknemer minstens twee sjielings en ses pennies betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat die oortydwerk begin.

(8) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen 'n tarief van minstens—

- (a) in die geval van 'n daaglikse werknemer, een en 'n derde maal sy dagloon gedeel deur agt en 'n half vir elke uur of deel van 'n uur wat hy aldus op enige dag gewerk het;
- (b) in die geval van enige ander werknemer, een en 'n derde maal sy uurloon vir elke uur of deel van 'n uur wat hy altesaam op enige dae in enige week gewerk het:

Met dien verstande dat by die toepassing van hierdie subklousule die uitdrukking „loon” 'n werknemer se loon plus sy lewenskostoelae beteken.

(9) *Voorbewoudsbepalings.*—(a) Die bepalinge van hierdie klousule geld nie vir 'n nagwag nie.

(b) Die bepalinge van subklousules (3), (4) en (6) geld nie vir 'n werknemer onderwyl hy noodwerk verrig nie.

(c) Die bepalinge van subklousule (3) geld nie vir 'n werknemer wat uitsluitend nagvuil verwyder nie.

(d) Die bepalinge van subklousules (4), (6) en (7) geld nie vir 'n vroulike werknemer wat aan 'n hospitaal of kliniek in diens is nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n daaglikse werknemer, ten opsigte van iedere voltooië tydperk van twaalf maande in sy diens toestaan—

(a) in die geval van 'n nagwag, een-en-twintig opeenvolgende kalenderdae verlof;

(b) aan enige ander werknemer, veertien opeenvolgende kalenderdae verlof.

en moet hy so 'n werknemer ten opsigte van sodanige verlof betaal—

(i) in die geval van 'n werknemer in paragraaf (a) vermeld, 'n bedrag van minstens drie maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is;

(ii) in die geval van 'n werknemer in paragraaf (b) vermeld, 'n bedrag van minstens twee maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is:

Met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n werknemer wat op enige grondslag vermeld in klousule 9 in diens is, bereken moet word op die grondslag in artikel twintig (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, uiteengesit.

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

(i) dat as die verlof nie eerder toegestaan is nie, dit, behoudens die bepalinge van subklousule (3), só toegestaan word dat dit begin binne twee maande na voltooiing van die twaalf maande diens waarop dit betrekking het, of dat die werkgewer en werknemer daartoe ooreenkom, die tydperk waarin sodanige verlof toegestaan moet word, verleng kan word tot 'n tydperk van hoogstens ses maande vanaf die voltooiing van die twaalf maande diens waarop die verlof betrekking het;

(ii) dat die tydperk van verlof nie mag saamval met siekteverlof wat ingevolge klousule 7 toegestaan is nie;

(iii) dat, as Nuwejaarsdag, Goede Vrydag, Hemelvaartdag, Geïloftedag of Kersdag binne die tydperk van verlof val, vir elke sodanige dag nog 'n dag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag gelyk aan sy dagloon betaal moet word;

(iv) dat 'n werkgewer alle dae geleentheidsverlof wat aan sy werknemer op dié se skriftelike versoek gedurende die tydperk van twaalf maande waarop die verloftyd betrekking het teen volle betaling toegestaan is van sodanige tydperk van verlof kan aftrek.

(3) (a) Op die skriftelike versoek van 'n werknemer kan 'n werkgewer die verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens laat ooploop: Met dien verstande—

(i) dat die werknemer sodanige versoek doen binne twee maande na afloop van die twaalf maande diens waarop die verlof betrekking het, en

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

(d) overtime on more than three consecutive days in any week;

(e) overtime on more than sixty days in any year;

(f) overtime after completion of her ordinary hours of work for more than one hour on any day unless she has—

(i) before midday given notice thereof to such employee; or

(ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or

(iii) paid such employee not less than two shillings and sixpence in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(6) *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 daily employee, one and one third times his daily wage divided by eight and a half in respect of each hour or part of an hour so worked on any day;

(b) in the case of any other employee, one and one third times his hourly wage in respect of each hour or part of an hour in the aggregate of the overtime worked on any days in any week:

Provided that for the purpose of this sub-clause the expression “wage” means an employee's wage plus his cost of living allowance.

(9) *Savings.*—(a) The provisions of this clause shall not apply to a night watchman.

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

(c) The provisions of sub-clause (3) shall not apply to an employee who is engaged exclusively on the removal of night soil.

(d) The provisions of sub-clauses (4), (6) and (7) shall not apply to a female employee employed in any hospital or clinic.

6. ANNUAL LEAVE.

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

(a) in the case of a night watchman, twenty-one consecutive calendar days' leave;

(b) in the case of any other employee, fourteen consecutive calendar days' leave;

and shall pay such employee in respect of such leave—

(i) in the case of an employee mentioned in paragraph (a), an amount of not less than three times the weekly wage to which he is entitled as from the first day of the leave;

(ii) in the case of an employee mentioned in paragraph (b), an amount of not less than double the weekly wage to which he is entitled as from the first day of the leave:

Provided that for the purpose of this clause the weekly wage of any employee who is employed on any basis provided for in clause 9 shall be calculated on the basis set out in section twenty (5) of the Factories, Machinery and Building Work Act, 1941.

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

(i) that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within two months after the completion of the twelve months of employment to which it relates, or, if the employer and his employee agree thereto, the period within which such leave must be granted may be increased to a period not exceeding six months reckoned from the completion of the twelve months of employment to which the leave relates;

(ii) that the period of leave shall not be concurrent with sick leave granted in terms of clause 7;

(iii) that, if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount not less than his daily wage in respect of each such day added;

(iv) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates.

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

(i) that such request is made by such employee not later than two months after the expiry of the first period of twelve months' employment to which the leave relates; and

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

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

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

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

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

(b) in die geval van 'n werknemer in paragraaf (b) van subklousule (1) vermeld, een-sesde van die weekloon,

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

(i) wat sy diens verlaat sonder om dit op te sê en die opseggingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgewer van sodanige opsegging afgesien het; of

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

(iii) wat deur sy werkgewer sonder opsegging ontslaan word om 'n rede wat vir sodanige ontslag sonder opsegging regtens genoegsaam is,

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

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

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

(a) met verlof ingevolge hierdie klousule;

(b) met siekteverlof ingevolge klousule 7;

(c) op las of versoek van sy werkgewer;

en wel tot 'n totaal in enige jaar van hoogstens tien weke; en die diens word geag te begin—

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

(ii) in die geval van 'n werknemer wat voor die datum van die inwerkingtreding van hierdie Vasstelling in diens was en vir wie enige wet geld wat vir jaarlikse verlof voorsiening maak maar wat nog nie tot 'n tydperk van verlof ingevolge daarvan geregtig geword het nie, op die aanvangsdatum van sodanige diens;

(iii) in die geval van enige ander werknemer, op die datum waarop so 'n werknemer by sy werkgewer in diens getree het of die datum van die inwerkingtreding van hierdie Vasstelling, en wel op die jongste van die twee datums.

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

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

(c) By die toepassing van hierdie subklousule beteken die uitdrukking „bedryfsinrigting” ten opsigte van 'n munisipale of afdelingsraadonderneming enige perseel waarin of in verband waarmee een of meer werknemers in diens is in enige afdeling of seksie van sodanige onderneming.

(9) By die toepassing van hierdie klousule beteken die uitdrukking „loon” 'n werknemer se loon plus sy lewenskoste-toelae.

7. SIEKTEVERLOF.

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

(a) in die geval van 'n werknemer wat 'n werkweek van vyf dae het, minstens twintig werkdag; en

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

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

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

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

(b) in the case of an employee referred to in paragraph (b) of sub-clause (1), one sixth of the weekly wage,

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

(i) who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice; or

(ii) who leaves his employment without cause recognised by law as sufficient; or

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice;

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

(6) An employee who has become entitled to a period of leave prescribed in sub-clause (1), read with sub-clause (3), and whose contract of employment 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 any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice and also any period or periods during which an employee is—

(a) absent on leave in terms of this clause;

(b) absent on sick leave in terms of clause 7;

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

amounting in the aggregate in any year to not more than ten weeks 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 date of commencement of this Determination and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;

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

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

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

(c) For the purpose of this sub-clause, the expression “establishment” means in respect of a municipal or divisional council undertaking any premises in or in connection with which one or more employees are employed in any department or section of such undertaking.

(9) For the purpose of this clause the expression “wage” shall mean an employee's wage plus his cost of living allowance.

7. SICK LEAVE.

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

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

- (b) in die geval van enige ander werknemer, minstens vier-en-twintig werkdag,

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

- (i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer nie tot meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooid tydperk van vyf weke diens, en in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooid maand diens;
- (ii) dat hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes, minstens gelykstaande aan dié wat die werknemer stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer, by ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, betaling waarborg van altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdag, al na gelang van die geval, in elke tydkring van vier-en-twintig maande diens, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoud van hierdie subklousule hoef te oorskry nie;
- (iii) dat indien 'n werkgever ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige gelde wel betaal, die aldus betaalde bedrag afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;
- (iv) dat, indien ten opsigte van enige tydperk van ongeskiktheid wat deur hierdie klousule bedoel word, 'n werkgever by enige ander wet verplig word om 'n werknemer sy volle loon te betaal, die bepaling van hierdie klousule nie geld nie;
- (v) dat die loon wat aan 'n werknemer wat stukwerk verrig betaalbaar is ten opsigte van enige tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule bereken moet word op die grondslag van die besoldiging wat aan so 'n werknemer betaal is op sy betaaldag onmiddellik voor sodanige afwesigheid.

(2) Voordat 'n werkgever enige eis van 'n werknemer kragtens hierdie klousule ten opsigte van enige afwesigheid uit sy werk gedurende 'n tydperk wat strek oor meer as drie opeenvolgende kalenderdae betaal, kan hy vereis dat die werknemer 'n sertifikaat geteken deur 'n geneesheer voorlê wat die aard en duur van die werknemer se ongeskiktheid bevestig.

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

- (4) By die toepassing van hierdie klousule—

(a) word die uitdrukking „diens” geag enige tydperk of tydperke te omvat waarin die werknemer afwesig is—

(i) met verlof ingevolge klousule 6;

(ii) op las of versoek van sy werkgever;

(iii) met siekteverlof ingevolge subklousule (1);

en wel tot 'n totaal in enige jaar van hoogstens tien weke; en alle tyd waarin hy by dieselfde werkgever in diens was onmiddellik voor die datum van die inwerkingtreding van hierdie Vastelling, word by die toepassing van hierdie klousule geag diens ingevolge hierdie Vastelling te wees, en alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende so 'n tydperk toegestaan is, word geag ingevolge hierdie Vastelling toegestaan te wees;

(b) beteken „ongeskiktheid” die onvermoë om te werk weens siekte of besering, behalwe as dit deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat, as die onvermoë om te werk te wyte is aan 'n ongeluk waarvoor ingevolge die Ongevallewet, 1941, vergoeding betaalbaar is, dit geag word ongeskiktheid te wees slegs ten opsigte van 'n tydperk van onvermoë om te werk waarvoor geen vergoeding weens arbeidsongeskiktheid ingevolge dié Wet betaalbaar is nie;

(c) beteken „loon” 'n werknemer se loon plus sy lewenskoste-toelae.

- (b) in the case of any other employee, not less than twenty-four work days,

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

(i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment, and, in the case of any other employee, one work day in respect of each completed month of employment;

(ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for twenty or twenty-four work days, as the case may be, in each cycle of twenty-four months' employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso of this sub-clause;

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

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

(v) that the wage payable to an employee who is employed on piece work for any period of absence on sick leave in terms of this clause shall be calculated on the basis of the remuneration paid to such employee on his pay day immediately preceding such absence.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity.

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

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

(a) “employment” shall be deemed to include any period or periods during which an employee is absent—

(i) on leave in terms of clause 6;

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

(iii) on sick leave in terms of sub-clause (1);

amounting in the aggregate in any year to not more than ten weeks, and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

(b) “incapacity” means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act;

(c) “wage” means the employee's wage plus his cost of living allowance.

8. OPENBARE VAKANSIEDAE EN SONDAE.

(1) Behoudens die bepaling van klousule 4 (6), moet 'n werkgewer aan 'n werknemer wat op Nuwejaarsdag, Goëie Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag nie werk nie, vir 'n week waarin so 'n dag val, minstens sy weekloon betaal: Met dien verstande dat, as 'n werknemer op die Vrydag ná Hemelvaartdag uit sy werk afwesig is en nie op betaling ten opsigte van so 'n Vrydag geregtig is nie, hy ook nie op betaling vir so 'n Hemelvaartdag geregtig is nie.

(2) As 'n werknemer op Nuwejaarsdag, Goëie Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag werk, moet sy werkgewer hom, behoudens soos in klousule 4 (6) bepaal, 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 op so 'n dag werk: Met dien verstande dat, as vereis of toegelaat word dat die werknemer minder as vier uur op so 'n dag werk, hy geag word vier uur te gewerk het.

(3) *Vergoeding vir werk op 'n Sondag.*—As 'n werknemer op 'n Sondag werk, moet sy werkgewer hom betaal, hetsy—

(i) dubbel sy dagloon, of

(ii) een en 'n derde maal sy uurloon vir elke uur of deel van 'n uur wat hy op so 'n Sondag werk, en hom binne veertien dae, vanaf so 'n Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat, as vereis of toegelaat word dat so 'n werknemer minder as vier uur op so 'n Sondag werk, hy geag word vier uur te gewerk het.

(4) Subklousule (3) geld nie vir 'n werknemer in 'n munisipale of afdelingsraadonderneming wat werk op of in verband met 'n perseel wat nie as 'n fabriek geregistreer of aan registrasie onderhewig is ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, nie, en wat uit die aard van sy werk dwarsdeur die jaar of 'n seisoen gereëld op Sondag moet werk; maar die werkgewer van so 'n werknemer moet binne sewe dae vanaf so 'n Sondag waarop hy werk, hom een dag verlof toestaan en, behoudens die bepaling van klousule 4 (6), hom ten opsigte van 'n week waarin so 'n verlofdag val, minstens sy weekloon betaal.

(5) By die toepassing van hierdie klousule beteken die uitdrukking „loon” 'n werknemer se loon plus sy lewenskostetoelae.

(6) Hierdie klousule geld nie vir 'n daaglikse werknemer of 'n nagwag nie.

9. STUKWERK.

(1) Na minstens een week kennisgewing aan sy werknemer kan 'n werkgewer 'n stukwerkstelsel invoer en, behoudens soos bepaal in klousule 4 (6), moet die werkgewer 'n werknemer wat volgens so 'n stukwerkstelsel werk besoldig teen die tarief wat volgens dié stelsel geld: Met dien verstande dat die werkgewer, ongeag die hoeveelheid gedane werk, die werknemer minstens betaal—

(a) in die geval van 'n daaglikse werknemer, vir elke dag waarop stukwerk verrig word, die bedrag wat hy so 'n werknemer sou moet betaal het as hy hom 'n tydloon betaal het;

(b) in die geval van enige ander werknemer, vir elke week waarin sodanige stukwerk verrig word, die bedrag wat hy so 'n werknemer vir dié week sou moet betaal het as hy hom 'n tydloon betaal het;

plus vyf persent.

(2) 'n Werkgewer moet 'n lys van die tariewe vermeld in subklousule (1) op 'n opvallende plek in sy bedryfsinrigting aanheg hou.

(3) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die tariewe wat dienooreenkomstig geld, op enigerlei wyse te skrap of te wysig, moet aan sy werknemer wat daarvolgens werk, minstens een kalendermaand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer kennisgewing kan ooreenkom en dan moet die werkgewer minstens die ooreengekome kennis gee.

(4) Ondanks andersluidende bepalinge in hierdie klousule, hoef 'n werkgewer 'n daaglikse werknemer geen kennis van sy voorneme om 'n stukwerkstelsel in te voer of te skrap of te wysig te gee nie.

10. TYDBONUS.

Niks in hierdie Vastelling mag so vertolk word dat dit 'n werkgewer verhoed om met sy werknemer ooreen te kom dat die werknemer van diens kan gaan as hy 'n aangewese taak voltooi het binne die daaglikse gewone werkure wat vir die werknemer voorgeskryf is nie.

11. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

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

8. PUBLIC HOLIDAYS AND SUNDAYS.

(1) Subject to the provisions of clause 4 (6), if an employee does not work on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, his employer shall pay him for the week in which such day falls not less than his weekly wage: Provided that if an employee is absent from work on the Wednesday preceding and the Friday succeeding Ascension Day and is not entitled to payment in respect of such Wednesday and Friday, he shall not be entitled to payment for such Ascension Day.

(2) Whenever an employer requires or permits an employee to work on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day he shall, save as provided in clause 4 (6), pay such employee 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 on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

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

(i) pay him double his daily wage; or

(ii) pay him one and a third times his hourly wage for each hour or part of an hour worked by him on such Sunday, and grant him within fourteen days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday, he shall be deemed to have worked for four hours.

(4) Sub-clause (3) shall not apply to an employee in a municipal or divisional council undertaking who works in or in connection with any premises not registered or registrable as a factory in terms of the Factories, Machinery and Building Work Act, 1941, and who, from the nature of his work, regularly has to work on Sundays throughout the year or during a season; but the employer of such an employee shall grant such employee within seven days of such a Sunday on which he works one day's leave and, subject to the provisions of clause 4 (6), shall pay such employee in respect of the week in which such day's leave falls not less than his weekly wage.

(5) For the purpose of this clause the expression “wage” means an employee's wage plus his cost of living allowance.

(6) This clause shall not apply to a daily employee or a night watchman.

9. PIECE-WORK.

(1) An employer may, after at least one week's notice to his employee, introduce any piece-work system, and, save as provided for in clause 4 (6), the employer shall pay such employee, who is employed on such piece-work system, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than—

(a) in the case of a daily employee, in respect of each day on which piece-work is performed, the amount which he would have been required to pay such employee for that day had he been remunerated on the basis of time worked;

(b) in the case of any other employee, in respect of each week in which piece-work is performed, the amount which he would have been required to pay such employee for that week had he been remunerated on the basis of time worked;

plus five per cent.

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

(3) An employer who intends to cancel or amend in any way any piece-work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than one month's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give not less than the period of notice agreed upon.

(4) Notwithstanding anything to the contrary in this clause, an employer need not give a daily employee notice of his intention to introduce any piece-work system or to cancel or amend it.

10. TIME BONUS.

Nothing in this Determination shall be so construed as to preclude an employer from agreeing with his employee that the employee may go off duty upon the completion by him of an allotted task within the daily ordinary hours of work prescribed for such employee.

11. PROTECTIVE CLOTHING, UNIFORMS OR OVERALLS.

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

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

12. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer wat die dienskontrak wil beëindig, moet—

(a) gedurende die eerste vier weke diens minstens vier-en-twintig uur;

(b) na die eerste vier weke diens, minstens 'n week

kennis gee van beëindiging van die kontrak; of 'n werkgewer of werknemer kan die kontrak sonder opsegging beëindig deurdat in plaas van opsegging die werkgewer aan die werknemer minstens die volgende betaal, of die werknemer aan die werkgewer minstens die volgende betaal of verbeur, al na gelang van die geval:—

(i) In die geval van vier-en-twintig uur opsegging, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van 'n week opsegging, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat hierdeur nie geraak word—

(i) die reg van 'n werkgewer of 'n werknemer om op enige regsgeldige grond die kontrak sonder opsegging te beëindig nie;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n opseggingstermyn wat vir beide partye ewe lank is en langer is as dié wat hierdie klousule voorskryf;

(iii) die werking van verbeurings- of strafbedinge wat regtens van toepassing kan wees op 'n werknemer wat sy diens verlaat;

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

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

(3) Die kennis in subklousule (1) voorgeskryf moet op 'n werkdag gegee word en tree in werking op die dag waarop dit gegee is: Met dien verstande—

(i) dat die kennisgewingstermyn nie mag saamval met, en kennis nie gegee mag word gedurende, 'n werknemer se afwesigheid met verlof toegestaan ingevolge klousule 6;

(ii) dat die kennis nie gedurende 'n werknemer se afwesigheid met siekteverlof toegestaan ingevolge klousule 7 gegee mag word nie.

(4) By die toepassing van hierdie klousule beteken die uitdrukking „loon” 'n werknemer se loon plus sy lewenskostetoelae.

(5) Hierdie klousule geld nie vir 'n daaglikse werknemer nie.

13. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet 'n werkgewer aan die betrokke werknemer, uitgesonderd 'n daaglikse werknemer, 'n dienssertifikaat gee wat in hoofsaak die vorm het van dié in die Bylae tot hierdie Vasstelling voorgeskryf en waarin die volle naam van die werkgewer en sy werknemer, die aanvangs- en die aflooptdatum van die kontrak en die werknemer se weekloon ten tyde van sodanige beëindiging aangegee word.

14. VERBOD OP INDIENSNEMING.

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

15. VERLOFTOELAE.

Ondanks andersluidende bepalings in hierdie Vasstelling, is klousule 6 nie van toepassing op 'n werknemer wat in diens is by enige van die bedrywe asfaltering (nie bougedryf nie), brugbou, sloping van geboue, uitgrawe of gelykmaak van grond, voorbereiding van terreine vir bou- of ander doeleindes of konstruksie van riool-, dreinerings- of stormwater afleiskemas en wie se werkgewer gereeld, en terselfdertyd as hy enige ander besoldiging wat aan sodanige werknemer verskuldig is betaal, aan hom 'n toelae betaal in plaas van verlof voorgeskrywe in klousule 6: Met dien verstande—

(i) dat die totaal van die toelae gedurende enige tydperk aan sodanige werknemer betaal nie minder is nie as die bedrag wat sy werkgewer hom sou moes betaal het ingevolge klousule 6, indien dié klousule op sodanige werknemer van toepassing was;

(ii) dat, indien sodanige werkgewer aan sodanige werknemer onbetaalde verlof toegestaan bo en behalwe die betaling van die toelae sal dié bepalings van klousule 6 (8) *mutatis mutandis* van toepassing wees ten opsigte van sodanige onbetaalde verlof.

(2) An employer shall supply and maintain in serviceable condition, free of charge, any uniform, overall, washing coat, apron, cap, boots or protective clothing, which he requires his employee to wear or which by any law or regulation he is compelled to provide to his employee and any such article shall remain the property of the employee.

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

(a) during the first four weeks of employment, not less than twenty-four hours;

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

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

(i) in the case of twenty-four hours' notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination: Provided that this shall not effect—

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

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

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

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

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

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

(i) that the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 6;

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

(4) For the purpose of this clause the expression “wage” means an employee's wage plus his cost of living allowance.

(5) This clause shall not apply to a daily employee.

13. CERTIFICATE OF SERVICE.

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

14. PROHIBITION OF EMPLOYMENT.

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

15. LEAVE ALLOWANCE.

Notwithstanding anything to the contrary in this Determination, clause 6 shall not apply to an employee who is employed in any of the trades of asphalting (non-building industry), bridge-building, demolition of buildings, excavating or levelling soil, preparing sites for buildings or other purposes or construction of sewerage, drainage or stormwater drainage schemes and whose employer regularly, and at the same time as he pays any other remuneration due to such employee, pays him an allowance in lieu of the leave prescribed in clause 6: Provided—

(i) that the total allowance paid to such employee over any period is not less than the amount which his employer would have had to pay him in respect of leave for such period in terms of clause 6, if that clause had applied to such employee;

(ii) that, if such employer grants such employee unpaid leave in addition to the payment of the allowance, the provisions of clause 6 (8) shall *mutatis mutandis* apply in respect of such unpaid leave.

BYLAE.

Ek/Ons (a)..... wat
die (b)..... bedryf beoefen te.....
.....
verklaar hierby dat
in my/ons (a) diens was van die..... dag
van 19..... tot die
dag van 19..... in die betrekking van
.....
By diensbeëindiging was sy/haar (a) loon (uitgesonderd lewens-
kostetoelae) pond
sijelings pennies per week.

Handtekening van werkgewer
of volmagtigde.

Datum.....

- (b) Meld die aard van die bedryf, bv., vervaardiging van roomys, kunsmisvervaardiging, brugbou, munisipale onderneming.

No. 378.] [18. Maart 1960.
WET OP FABRIEKE, MASJINERIE EN BOUWERK.
1941.

ONGESKOOLDE ARBEID, KAAP.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens subartikel (1) van artikel twee-entwintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Vastelling vir ongeskoolde arbeid, gepubliseer by Goewermmentskennisgewing No. 377 van 18 Maart 1960, nie vir dié persone wie se werke daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

I/We (a)
 carrying on trade as (b)
 at
 hereby certify that
 was employed by me/us (a) from the day of
 19..... to the 19.....
 day of
 in the occupation of

At the termination of employment his/her (a) wage, exclusive of cost of living allowance, was.....

.....	pounds		shillings
.....			pence per week.

Signature of Employer or Authorised Representative.

Date.....

- (b) State the nature of trade, e.g. ice-cream manufacture; fertiliser manufacture, bridge-building, municipal undertakings.

No. 378.] [18 March 1960.
**FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941.**

UNSKILLED LABOUR, CAPE.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Determination for unskilled labour, published under Government Notice No. 377 of the 18th March, 1960, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

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