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GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 1715.]

[21 October 1960.]

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 212.

TRANSPORTATION TRADE, CAPE.

By direction of the Deputy-Minister of Labour it is hereby notified in terms of sub-section (2) of section fourteen of the Wage Act, 1957, that he, acting on behalf of and under the powers vested in the Minister of Labour, by sub-section (1) of section fourteen of the said Act, has made the Determination in the Schedule hereto in respect of the Transportation Trade and has fixed the 14th day of November, 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 Transportation Trade in the area comprising the Magisterial Districts of Bellville, the Cape, Simonstown and Wynberg and the municipal area of Kuilsrivier 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) "cost of living allowance" means the cost of living allowance payable in terms of any law: 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)
- (ii) "daily employee" means an employee who is employed by the day; (ii)
- (iii) "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) the work of or connected with the loading or unloading of trucks or vehicles belonging to the South African Railways and Harbours; or
 - (d) any work occasioned by the breakdown of any motor vehicle away from its base; (viii)
- (iv) "establishment" means any premises in or in connection with which one or more employees are employed in the Transportation Trade; (i)
means any article, property, commodity or substance whether solid, liquid or gas; (iii)
- (v) "goods", without in any way limiting its usual meaning,
- (vi) "law" includes the common law; (xi)

GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 1715.]

[21 Oktober 1960.]

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 212.

VERVOERBEDRYF, KAAP.

In opdrag van die Adjunk-minister van Arbeid word hierby ingevolge subartikel (2) van artikel veertien van die Loonwet, 1957, bekendgemaak dat hy, handelende namens en kragtens die bevoegdheid verleen aan die Minister van Arbeid, by subartikel (1) van artikel veertien van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van die Vervoerbedryf gemaak het en die 14de dag van November 1960 bepaal het as die datum waarop die bepalinge van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN OMVANG VAN DIE VASSTELLING.

Hierdie Vasstelling is van toepassing op alle werknemers in die Vervoerbedryf wat in die gebied bestaande uit die landdrosdistrikte Bellville, die Kaap, Simonstad en Wynberg en die munisipale gebied Kuilsrivier ongeskoolde arbeid verrig en op die werkgewers van sodanige werknemers.

2. WOORDOMSKRYWING.

(1) Tensy uit die samehang anders blyk, het iedere uitdrukking wat in hierdie Vasstelling gebruyk is 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 die Vervoerbedryf in diens is; (iv)
- (ii) „daaglikse werknemer”, ’n werknemer wat by die dag in diens is; (ii)
- (iii) „goedere”, sonder beperking van die gewone betekenis daarvan hoegenaamd, enige artikel, eiendom, ware of stowwe, hetsy vaste stowwe, vloeistowwe of gas; (v)
- (iv) „korttyd”, ’n tydelike vermindering van die getal gewone werkeure weens ongunstige weersgesteldheid of ’n slapte in die bedryf; (ix)
- (v) „lewenskostetoelae”, die lewenskostetoelae wat ingevolge enige wet betaalbaar is: Met dien verstande dat, as ’n werkgewer sy werknemer gereeld ’n lewenskostetoelae betaal wat hoër is as dié wat aldus voorgeskryf is, dié sodanige hoër toelae beteken; (i)
- (vi) „loon”, die geldbedrag aan ’n werknemer ingevolge klousule 3 (1) betaalbaar ten opsigte van sy gewone werkeure soos voorgeskryf by klousule 5: Met dien verstande dat, as ’n werkgewer sy werknemer vir sy gewone werkeure gereeld ’n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dié dié hoër bedrag beteken; (xi)
- (vii) „nagweg”, ’n werknemer wat in die nag of op Sondag of openbare vakansiedae voertuie of eiendom bewaak; (vii)

- (vii) "night watchman" means an employee who is engaged in guarding vehicles or property during the night or on Sundays or public holidays; (vii)
- (viii) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (ix)
- (ix) "short-time" means any temporary reduction in the number of ordinary hours of work owing to the vagaries of the weather or slackness of trade; (iv)
- (x) "Transportation Trade" means the trade in which employers and employees are associated for the purpose of transporting goods for reward; (x)
- (xi) "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 employee—	7 6	
(i) in the municipal areas of Durbanville and Kuilsrivier	9 6	
(ii) in all other areas.....	Per week.	
	£ s. d.	
(b) Night watchman—	2 2 0	
(i) in the municipal areas of Durbanville and Kuilsrivier	2 13 6	
(ii) in all other areas.....		
(c) Any other employee—		
	Employee of the age of 18 years or over.	Employee under the age of 18 years.
	Per week.	Per week.
	£ s. d.	£ s. d.
(i) in the municipal areas of Durbanville and Kuilsrivier	1 15 0	1 3 6
(ii) in all other areas.....	2 6 6	1 11 0

(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 (a) 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) 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.

(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-, water-, telefoon-, openbare gesondheids-, sanitêre, skoonmaak-, openbare vervoer- of lughawediens, of vir die lewering van goedere aan hospitale, skepe of die polisie of militêre magte;
- (c) die laai of aflaai van spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens of werk wat daarmee in verband staan; of
- (d) alle werk wat veroorsaak word deur die onklaar raak van 'n motorvoertuig weg van sy basis af; (iii)
- (ix) „stukwerk”, 'n stelsel waarvolgens 'n werknemer se besoldiging op die hoeveelheid gedane werk gebaseer is; (viii)
- (x) „Vervoerbedryf”, die bedryf waarin werkgewers en werknemers geassosieer is vir die doel om goedere te vervoer teen vergoeding; (x)
- (xi) „wet”, ook die gemene reg. (vi)

(2) By die toepassing van hierdie Vastelling 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 werkgewer aan elkeen van sy werknemers in ondergenoemde klasse moet betaal, word hieronder uiteengesit:—

	Per dag.	
	s. d.	
(a) Daaglikse werknemers—	7 6	
(i) in die munisipale gebiede van Durbanville en Kuilsrivier	9 6	
(ii) in alle ander gebiede.....	Per week.	
	£ s. d.	
(b) Nagwag—	2 2 0	
(i) in die munisipale gebiede van Durbanville en Kuilsrivier	2 13 6	
(ii) in alle ander gebiede.....		
(c) Enige ander werknemer—		
	Werk-nemer van 18 jaar of ouer.	Werk-nemer onder 18 jaar.
	Per week.	Per week.
	£ s. d.	£ s. d.
(i) in die munisipale gebiede van Durbanville en Kuilsrivier	1 15 0	1 3 6
(ii) in alle ander gebiede.....	2 6 6	1 11 0

(d) Ondanks andersluidende bepalings in hierdie subklousule, moet die loon van 'n daaglikse werknemer, indien hy as nagwag in diens is, minstens dié wees wat in paragraaf (b) hiervan voorgeskryf is, plus een sjeling 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 tydstop waarop die werknemer met sy werk begin.

(e) Ondanks andersluidende bepalings in hierdie klousule, moet 'n werkgewer, wanneer sy 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 kon verrig nie, hom minstens sy dagloon betaal, afgesien daarvan of hy op 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 dat hy op enige dag minder as vier uur lank werk of hom vir die werk gereed hou, 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 die bepalings van klousule 4 (6), 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 die vraag of hy in so 'n week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, dan wel minder, gewerk het.

(3) *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.

(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) *Subsistence allowance.*—(a) An employer shall, in addition to any other remuneration due, pay to his employee who is engaged in packing, unpacking, loading, unloading or transporting household furniture and who on any journey undertaken in the performance of his duties is absent from his place of residence and his employer's establishment for any period extending over one or more nights, a subsistence allowance of not less than—

- (i) four shillings and sixpence for each night of such absence; and
- (ii) one shilling for each meal necessarily obtained during such absence.

(b) For the purpose of this sub-clause the expression "night" means the period between 11 o'clock p.m. and 4 o'clock a.m.

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 deduction 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) *Daily Employee.*—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 slackness of trade unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
- (iii) that no deduction shall be made in the case of short-time owing to the vagaries of the weather 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;

(4) *Onderhoudstoelae.*—(a) 'n Werkgever moet, benewens enige ander verskuldigde besoldiging, sy werknemer wat huis-raad verpak, uitpak, laai, aflaai of vervoer en wat op 'n reis in die uitvoering van sy pligte van sy woonplek en sy werkgever se bedryfsinrigting gedurende 'n tydperk wat oor een of meer nagte strek, afwesig is, 'n onderhoudstoelae betaal van minstens—

- (i) vier sjielings en ses pennies vir elke nag van sodanige afwesigheid, en
- (ii) een sjieling vir elke ete wat noodwendig gedurende sodanige afwesigheid verkry moet word.

(b) By die toepassing van hierdie subklousule beteken die uitdrukking „nag" die tyd tussen 11-uur nm. en 4-uur vm.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers uitgesonderd daaglikse werknemers.*—Behoudens die bepaling van 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 bedryfsinrigting so 'n werknemer gewoonlik betaal, of by die diensbeëindiging as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n koeverf of houer wees waarop aangegee word, of wat vergesel gaan van 'n staat wat aantoon, die werkgever se naam, die werknemer se naam of sy nommer, die getal gewone werkure en oortydure wat die werknemer gewerk het, die besonderhede omtrent enige bedrae wat afgetrek is, die verskuldigde besoldiging en die tydperk ten opsigte waarvan die betaling geskied, en sodanige koeverf of houer wat hierdie inligting verstrek of sodanige staat word die eiendom van die werknemer.

(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 bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgever betaal of deur hom aangeneem word nie.

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

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

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

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfondse;
- (b) behoudens andersluidende bepaling in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever uit sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde van sodanige 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 daarmee instem, of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word, om kos en inwoning of kos of inwoning van sy werkgever aan te neem, 'n bedrag hoogstens gelyk aan onderstaande bedrae:—

	Per week.	Per maand.
	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 is;
- (ii) dat geen aftrekking mag geskied ten opsigte van korttyd wat deur 'n slape in die bedryf ontstaan nie, tensy die werkgever sy werknemer op die vorige werkdag kennis gee van sy voorneme om die gewone werkure te verminder;
- (iii) dat ten opsigte van korttyd weens ongunstige weersgesteldheid geen aftrekking geskied vir die eerste uur waarin nie gewerk word nie, tensy die werkgever sy werknemer op die vorige dag kennis gee van die daardie daag geen werk sal wees 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 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) *Meal Intervals.*—An employer shall not require or permit his 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 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 the meal interval may be so reduced.

(3) *Hours of Work to be Consecutive.*—Save as provided in sub-clause (2), all hours of work of an employee on any day shall be consecutive.

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

(5) *Limitation of Overtime.*—(a) An employer of an employee, other than a daily employee, who is engaged in packing, unpacking, loading, unloading or transporting household furniture for the purpose of moving such furniture from a dwelling place to another dwelling place or to a storage place or from a storage place to a dwelling place, shall not require or permit such employee to work overtime for more than fifteen hours in any week for more than two weeks in any month and six and a half hours in the remaining weeks of the month, but so that the total overtime in any month does not exceed forty-three hours.

(b) Save as provided in paragraph (a) hereof, 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.

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

(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.

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

(b) The provisions of sub-clauses (2), (3) and (5) shall not apply to an employee while he is engaged on emergency work.

- (f) ten opsigte van 'n ander openbare vakansiedag as Nuwejaarsdag, Goëie Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag, waarop die werknemer op die 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 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) *Etenspouses.*—'n Werkgewer mag nie vereis of toelaat dat sy werknemer meer as vyf uur aaneen werk sonder 'n etenspouse van minstens een uur waarin 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 is, alle tyd wat hierdie tydperk oorskry, geag word deel van die gewone werkure te vorm;
- (ii) dat werktye wat onderbreek word deur pouses van minder as 'n uur, geag word aaneen te loop;
- (iii) dat 'n werkgewer met sy werknemer kan ooreenkom om die duur van so 'n etenspouse tot nie minder nie as 'n halfuur te verkort, en in dié geval kan die etenspouse aldus verkort word.

(3) *Werkure moet opeenvolgend wees.*—Behoudens die bepalings van subklousule (2), moet alle werkure van 'n werknemer op iedere dag op mekaar volg.

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

(5) *Beperking van oortyd.*—(a) 'n Werkgewer mag nie vereis of toelaat dat sy werknemer (uitgesonderd 'n daaglikse werknemer) wat huisraad verpak, uitpak, laai, aflaai of vervoer met die doel om sodanige huisraad van 'n woonplek na 'n ander woonplek of na 'n bēreplek of van 'n bēreplek na 'n woonplek te verplaas, langer oortyd werk as hoogstens vyftien uur in 'n week gedurende hoogstens twee weke in 'n maand en ses en 'n half uur in die orige weke van sodanige maand nie, maar dan só dat altesaam hoogstens drie-en-veertig uur in 'n maand oortyd gewerk word.

(b) Behoudens die bepalings van paragraaf (a) hiervan, mag 'n werkgewer nie vereis of toelaat dat 'n werknemer, uitgesonderd 'n daaglikse werknemer, langer oortyd werk as tien uur in enige week nie.

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

(6) *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 lewens-kostetoelae beteken.

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

(b) Die bepalings van subklousules (2), (3) en (5) geld nie vir 'n werknemer onderwyl hy noodwerk verrig nie.

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

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

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

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

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

- (i) who leaves his employment without having given 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. JAARLIKSE VERLOF.

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

- (a) aan '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 uiteengesit in artikel twintig (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

- (i) dat, as sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalinge van subklousule (3), só toegestaan word dat dit begin binne twee maande ná voltooiing van die twaalf maande diens waarop dit betrekking het; of dat, as 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 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 van minstens sy dagloon betaal moet word;
- (iv) dat 'n werkgewer alle dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande waarop die verloftyd betrekking het, van sodanige tydperk van verlof kan aftrek.

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

- (i) dat so 'n werknemer sodanige versoek doen binne twee maande ná afloop van die twaalf maande diens waarop die verlof betrekking het, en
- (ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van dié twee datums.

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

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

- (a) in die geval van 'n werknemer in paragraaf (a) van subklousule (1) vermeld, een-vierde 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 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 afsien het; of
- (ii) wat sy diens sonder regsgeldigere verlaat; 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) 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.

(9) For the purpose of this clause the expression "wage" means 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 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;

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

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

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting ingevolge paragraaf (a) nie tot die volle tydperk van jaarlikse verlof voorgeskryf in subklousule (1) (b) geregtig is nie, moet ten opsigte van 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 daarná 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 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, altesaam minstens twintig werkdade, en
- (b) in die geval van iedere ander werknemer, altesaam minstens vier-en-twintig werkdade,

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

- (i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer nie tot meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooiide tydperk van vyf weke diens, en in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooiide maand diens;
- (ii) dat hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes, minstens gelyk aan dié wat die werknemer self daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat aan hom by ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdade, al na gelang van die geval, in elke tydkring van vier-en-twintig maande diens betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoudsbepaling van hierdie subklousule te bowe hoef te gaan nie;
- (iii) dat, indien 'n werkgewer 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) 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. PUBLIC HOLIDAYS AND SUNDAYS.

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

(2) Whenever an employer 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 who is regularly engaged on Sundays in loading, unloading or transporting hospital laundry; 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,

(iv) dat, indien 'n werkgewer by enige ander wet verplig word om 'n werknemer sy volle loon te betaal, ten opsigte van enige tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalings van hierdie klousule nie geld nie;

(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 grondslag van die besoldiging wat aan so 'n werknemer op sy betaaldag onmiddellik voor sodanige afwesigheid betaal is.

(2) Voordat 'n werkgewer 'n bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk gedurende 'n tydperk wat strek oor meer as drie opeenvolgende kalenderdae, kan hy vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n geneesheer geteken is en 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 werkgewer weens ongeskiktheid langer afwesig is as die siekteverlof wat hom tentydte van sodanige ongeskiktheid toekom, is hy geregtig tot betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by afloop van gemelde tydkring, of by diensbeëindiging voor sodanige afloop, hom ten opsigte van dié langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat by sodanige afloop of beëindiging aan hom toekom, nog nie gebruik is nie.

(4) By die toepassing van hierdie klousule—

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

- (i) met verlof ingevolge klousule 6,
- (ii) op las of versoek van sy werkgewer,
- (iii) met siekteverlof ingevolge subklousule (1),

en wel tot 'n totaal in enige jaar van hoogstens tien weke; en enige tydperk van diens by dieselfde werkgewer onmiddellik voor die datum van die inwerkingtrekking 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 Ongevallewet, 1941, vergoeding betaalbaar is, sodanige onvermoë geag word ongeskiktheid te wees slegs ten opsigte van die tydperk van onvermoë om te werk waarvoor geen vergoeding weens arbeidsongeskiktheid ingevolge genoemde Wet betaalbaar is nie;

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

8. OPENBARE VAKANSIEDAE EN SONDAG.

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

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag werk, moet sy werkgewer hom, behoudens die bepalings van klousule 4 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer 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.—Wanneer '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 vir die dag 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 wat gereeld op Sondag hospitaalwasgoed laai, aflaai of vervoer nie; 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 bepalings van klousule 4 (6), hom vir '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 die bepalings van klousule 4 (6), moet die werkgewer 'n werknemer wat volgens so 'n stukwerkstelsel werk, besoldig teen die tarief wat

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;
- (a) in the case of a daily employee, in respect of each day 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.

An employer shall supply and maintain in serviceable condition, free of charge, any uniform, overalls 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.

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 affect—

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

Provided further that where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression "is receiving at the time of such termination" shall, 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. PROHIBITION OF EMPLOYMENT.

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

volgens dié stelsel geld: Met dien verstande dat die werkgewer, ongeag die hoeveelheid gedane werk, die werknemer minstens die volgende 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 dié tariewe vermeld in subklousule (1) op 'n opvallende plek in sy bedryfsinrigting aangeplak hou.

(3) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of dié tariewe wat daarvolgens geld, af te skaf of te wysig, moet aan die betrokke werknemers minstens een kalendermaand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer termyn van kennisgewing kan ooreenkom en dan moet die werkgewer minstens die ooreengekome kennis gee.

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

10. TYDBONUS.

Niks in hierdie Vasstelling 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 dié werknemer voorgeskryf is nie.

11. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

'n Werkgewer moet alle uniforms, oorpakke of beskermende kleres 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 kan 'n dienskontrak beëindig deur dit—

- (a) gedurende die eerste vier weke diens, minstens vier-en-twintig uur,
- (b) ná die eerste vier weke diens, minstens 'n week,

vooruit op te sê; 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 omstandighede—

- (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 onaangetas gelaat word—

- (i) die reg van 'n werkgewer of sy werknemer om op enige regsgeldige grond die kontrak sonder opsegging te beëindig;
- (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 boetes 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 datum van die beëindiging reeds 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 afrekkings weens korttyd gedoen was nie”.

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

(3) Die opsegging in subklousule (1) voorgeskryf moet op 'n werkdag geskied en tree in werking op die dag waarop dit geskied het: Met dien verstande—

- (i) dat die opseggingstermyn nie mag saamval met, en opsegging nie geskied gedurende 'n werknemer se afwesigheid met verlof toegestaan ingevolge klousule 6;
- (ii) dat die opsegging nie gedurende 'n werknemer se afwesigheid met siekteverlof toegestaan ingevolge klousule 7 mag geskied nie.

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

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

13. VERBOD OP INDIENSNEMING.

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