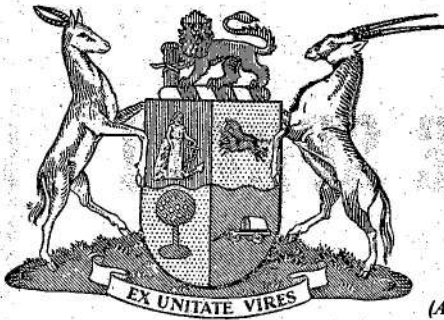


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2 JULY

[No. 1169.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 999.] [2 Julie 1965.

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 264.

DIE BEDRYF VIR DIE VERHUUR VAN WOON-
STELLE OF WOONKAMERS, SEKERE KUS-
GEBIEDE.

In opdrag van die Adjunk-minister van Arbeid word hierby ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat hy, handelende namens en kragtens die bevoegdheid verleen aan die Minister van Arbeid, by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling wat in die Bylae hier- van verskyn ten opsigte van die Bedryf vir die Verhuur van Woonstelle of Woonkamers gemaak het en die 26ste dag van Julie 1965 bepaal het as die datum waarop die bepaling van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN BESTEK VAN VASSTELLING.

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

Kaapprovinsie.—Die landdrostdistrikte Bellville, die Kaap, Simonstad en Wynberg en die munisipale gebiede van Oos-Londen, Port Elizabeth en Walmer.

Natal.—Die landdrostdistrik Durban en die munisipale gebiede van Pinetown, Queensburgh en Westville.

2. WOORDOMSKRYWINGS.

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

- (i) „arbeider” ’n werknemer wat een of meer van ondergenoemde werksaamhede of pligte uitvoer:—
 - (a) Die dra, verskuif of opstapel van gerei, bagasie of ander artikels, die verwydering van vuilwater of die volmaak of leegmaak van waterbottels of -bekers;
 - (b) die aflewer van briewe, boodskappe of pakkies te voet of met ’n trapfiets, driewiel, stootkar of soortgelyke vervoermiddel;
 - (c) die skoonmaak van baddens, wasbakke, gerei, meubels, vensters, persele, voertuie of ander artikels;
 - (d) die poleer van vloere, meubels of ander artikels;
 - (e) die maak of aan die gang hou van vure of die verwydering van afval of as;
 - (f) die stoot of trek van enige handkar of soortgelyke vervoermiddel;
 - (g) die oppas van persele, bagasie, voertuie of ander artikels hoofsaaklik tussen die ure 7 vm. en 7 nm.;
 - (h) tuinwerk; (xiv)

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 999.] [2 July 1965.

WAGE ACT, No. 5 of 1957.

WAGE DETERMINATION No. 264.

THE TRADE OF LETTING FLATS OR ROOMS,
CERTAIN COASTAL AREAS.

By direction of the Deputy-Minister of Labour, it is hereby notified in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that he, acting on behalf of and under the powers vested in the Minister of Labour, by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto in respect of the Trade of Letting Flats or Rooms and has fixed the 26th day of July, 1965, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

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

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

Natal.—The Magisterial District of Durban and the municipal areas of Pinetown, Queensburgh and Westville.

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) “bedroom attendant” means an employee who is engaged in dusting or tidying rooms or in making beds; (xix)
- (ii) “caretaker” means an employee in resident charge of a block or residential flats or rooms who directs and supervises the work of the cleaning staff or, on behalf of the proprietor, lets flats or rooms, receives payment of rent or engages, pays or discharges employees, or deals with complaints from tenants; (xviii)
- (iii) “casual employee” means an employee who is employed by the same employer on not more than three days in any week; (xiv)
- (iv) “clerk” means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier and a receptionist, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee’s work; (viii)
- (v) “clerk, female, qualified,” means a female clerk who has had not less than four years’ experience; (xi)

(ii) „bedryfsinrigting” enige perseel waarop of in verband waarmee een of meer werknemers in diens is in die Bedryf vir die Verhuur van Woonstelle of Woonkamers; (x)

(iii) „bestuurder” ’n werknemer wat deur sy werkgever belas is met die algemene—

(a) toesig oor,

(b) verantwoordelikheid vir, en

(c) leiding van

die bedrywighede van ’n bedryfsinrigting en die werknemers wat daarin werksaam is; (xv)

(iv) „deeltydse werknemer” ’n werknemer wat by die week of maand in diens is vir hoogstens vyf gewone werkure op ’n dag; (xvii)

(v) „die Bedryf vir die Verhuur van Woonstelle of Woonkamers” die bedryf soos uitgeoefen deur persone wat verplig is om ’n lisensie vir die verhuur van woonstelle of woonkamers, soos bepaal in item 4 van Deel I van die Tweede Bylae van die Wet op Lisensies, 1962, uit te neem en omvat dit ook die agent aan wie die lisensiehouer die verhuur van woonstelle of woonkamers toevertrou en die werknemers van sodanige agent wat uitsluitlik in verband met woonstelle of woonkamers in diens geneem is; (xix)

(vi) „faktotum” ’n werknemer wat kleinere herstel- of opknappingswerk aan meubels, installasie, toerusting of geboue uitvoer; (xii)

(vii) „huishoudster” ’n vroulike werknemer wat—

(a) toesig hou oor die werk van slaapkamerbediendes,

(b) voorrade uitreik, of

(c) algemeen verantwoordelik is vir die voorrade linne of ander artikels en verantwoordelik is vir die ontvang, bære, nagaan, heelmaak of was en stryk van linne; (xiii)

(viii) „klerk” ’n werknemer wat skryf-, tik-, lisseer- of enige ander soort klerklike werk verrig en omvat ook ’n kassier en ’n ontvangsklerk, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al vorm klerklike werk ook ’n deel van so ’n werknemer se werk; (iv)

(ix) „klerk, man, gekwalifiseer,” ’n manlike klerk met minstens vyf jaar ondervinding; (vii)

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

(xi) „klerk, vrou, gekwalifiseer,” ’n vroulike klerk met minstens vier jaar ondervinding; (v)

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

(xiii) „loon” die geldbedrag aan ’n werknemer ingevolge klousule 3 (1) betaalbaar vir sy gewone werkure soos voorgeskryf in klousule 5: Met dien verstande dat as ’n werkgever sy werknemer vir sy gewone werkure gereeld ’n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit dié hoër bedrag beteken; (xx)

(xiv) „los werknemer” ’n werknemer wat hoogstens drie dae in ’n week by dieselfde werkgever in diens is; (iii)

(xv) „nagwag” ’n werknemer wat, hoofsaaklik tussen die ure 7 nm. en 7 vm., persele, bagasie, voertuie of ander eiendom bewaak en wat die vuur in ’n waterverwarmer mag maak, stook of uithaal; (xvi)

(xvi) „noodwerk” alle werk wat weens onvoorsiene omstandighede soos brande, storms, ongelukke, epidemies, gewelddaad of diefstal sonder versuim gedoen moet word; (ix)

(xvii) „ondervinding” met betrekking tot ’n klerk, die totale diens tydperk of -tydperke wat ’n werknemer as ’n klerk in enige bedryf of in die diens van die Staat gehad het: Met dien verstande dat slegs helfte van die totale diens tydperk of -tydperke wat ’n werknemer as ’n deeltydse klerk gehad het, as diens as ’n klerk geag moet word; (xi)

(xviii) „opsigter” ’n werknemer wat inwonend toesig hou oor ’n blok verblyfwoonstelle of kamers en wat die werk van die skoonmaakpersoneel bestuur en daarvoor toesig hou of wat namens die eienaar woonstelle of kamers verhuur, huuergeld ontvang of werknemers in diens neem, betaal of af dank of aandag skenk aan klagtes van huurders; (ii)

(xix) „slaapkamerbediende” ’n werknemer wat kamers afstof of aan kant maak of beddens opmaak; (i)

(xx) „spreiding” die tydperk op enige dag vanaf die tydstop waarop ’n werknemer begin werk totdat hy die werk vir daardie dag staak; (xviii)

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

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

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

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

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

(x) „establishment” means any premises in or in connection with which one or more employees are employed in the Trade of Letting Flats or Rooms; (ii)

(xi) „experience” means, in relation to a clerk, the total period or periods of employment which an employee has had in any trade or in the service of the State as a clerk: Provided that only one-half of the total period or periods of employment which an employee has had as a part-time clerk shall be deemed to be employment as a clerk; (xvii)

(xii) „handyman” means an employee who is engaged in making minor repairs or renovations to furniture, plant, equipment or buildings; (vi)

(xiii) „housekeeper” means a female employee who—

(a) supervises the work of the bedroom attendants,

(b) issue stores, or

(c) is in general charge of the stocks of linen or other articles and responsible for the receiving, storing, checking, repairing or laundering of linen; (vii)

(xiv) „labourer” means an employee who is engaged in one or more of the following activities or operations:—

(a) Carrying, moving or stacking utensils, luggage or other articles, removing slops or filling or emptying water bottles or jugs;

(b) delivering letters, messages or parcels on foot or by means of a bicycle, tricycle, hand cart or similar conveyance;

(c) cleaning baths, wash basins, utensils, furniture, windows, premises, vehicles or other articles;

(d) polishing floors, furniture or other articles;

(e) making or maintaining fires, or removing refuse or ashes;

(f) pushing or pulling any hand cart or similar conveyance;

(g) guarding premises, luggage, vehicles or other articles mainly between the hours of 7 a.m. and 7 p.m.;

(h) gardening work; (i)

(xv) „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; (iii)

(xvi) „night watchman” means an employee who, mainly between the hours of 7 p.m. and 7 a.m., is engaged in guarding premises, luggage, vehicles or other property and who may make, maintain and draw the fire of a boiler; (xv)

(xvii) „part-time employee” means an employee who is employed by the week or month for not more than five ordinary hours of work on any day; (iv)

(xviii) „spreadover” means the period in any day from the time an employee commences work until he ceases work for that day; (xx)

(xix) „The Trade of Letting Flats or Rooms” means the trade carried on by persons who are required to take out a licence for the letting of flats or rooms as specified in item 4 of Part I of the Second Schedule to the Licences Act, 1962, and also includes the agent to whom the licensee entrusts the letting of flats or rooms and the employees of such agent who are employed exclusively in connection with the flats or rooms; (v)

(xx) „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. (xiii)

(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. BESOLDIGING.

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

(a) *Werknemers, uitgesonderd werknemers bedoel in paragrafe (b) en (c)—*

(i)	In alle gebiede per maand. R
Faktotum.....	45.00
Huishoudster.....	60.00
Klerk, man, gekwalifiseer.....	100.00
Klerk, man, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding.....	40.00
Gedurende die tweede jaar ondervinding.....	52.00
Gedurende die derde jaar ondervinding.....	64.00
Gedurende die vierde jaar ondervinding.....	76.00
Gedurende die vyfde jaar ondervinding.....	88.00
Klerk, vrou, gekwalifiseer.....	68.00
Klerk, vrou, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding.....	37.00
Gedurende die tweede jaar ondervinding.....	44.75
Gedurende die derde jaar ondervinding.....	52.50
Gedurende die vierde jaar ondervinding.....	60.25

(ii)

3. REMUNERATION.

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

(a) *Employees other than employees referred to in paragraphs (b) and (c)—*

(i)	In all Areas per Month. R
Clerk, female, qualified.....	68.00
Clerk, female, unqualified—	
During the first year of experience.....	37.00
During the second year of experience.....	44.75
During the third year of experience.....	52.50
During the fourth year of experience.....	60.25
Clerk, male, qualified.....	100.00
Clerk, male, unqualified—	
During the first year of experience.....	40.00
During the second year of experience.....	52.00
During the third year of experience.....	64.00
During the fourth year of experience.....	76.00
During the fifth year of experience.....	88.00
Handyman.....	45.00
Housekeeper.....	60.00

	In die landdrosdistrikte Bellville, die Kaap, Simonstad en Wynberg.	In die munisipale gebiede van Port Elizabeth en Walmer.	In die munisipale gebied van Oos-Londen.	In die landdrosdistrik Durban en die munisipale gebiede van Pinetown, Queensburgh en Westville.
	(Per maand.) R	(Per maand.) R	(Per maand.) R	(Per maand.) R
Arbeider, man—				
18 jaar of ouer.....	34.60	31.40	27.10	29.75
Onder 18 jaar.....	26.00	23.60	20.40	23.00
Arbeider, vrou.....	27.70	25.10	21.70	24.00
Nagwag.....	37.00	34.00	30.00	32.00
Opsigter.....	65.00	65.00	60.00	65.00
Slaapkamerbediende, man.....	36.00	33.00	33.00	32.00
Slaapkamerbediende, vrou.....	30.00	27.00	27.00	26.00
Werknemer nie elders spesifiek in hierdie subklousule genoem nie.....	37.00	34.00	30.00	32.00

(ii)

	In the Magisterial Districts of Bellville, the Cape, Simonstown and Wynberg.	In the municipal areas of Port Elizabeth and Walmer.	In the municipal area of East London.	In the Magisterial District of Durban and the municipal areas of Pinetown, Queensburgh and Westville.
	(Per month.) R	(Per month.) R	(Per month.) R	(Per month.) R
Bedroom attendant, female.....	30.00	27.00	27.00	26.00
Bedroom attendant, male.....	36.00	33.00	33.00	32.00
Caretaker.....	65.00	65.00	60.00	65.00
Labourer, female.....	27.70	25.10	21.70	24.00
Labourer, male—				
18 years of age or over.....	34.60	31.40	27.10	29.75
Under 18 years of age.....	26.00	23.60	20.40	23.00
Night watchman.....	37.00	34.00	30.00	32.00
Employee not elsewhere in this sub-clause specifically mentioned.....	37.00	34.00	30.00	32.00

Met dien verstande dat, in die landdrosdistrik Durban en die munisipale gebiede van Pinetown, Queensburgh en Westville, die minimum loon van 'n arbeider, man, 18 jaar of ouer, gedurende die eerste jaar nadat hierdie Vastelling bindend word, R27.50 per maand moet wees.

(b) *Deeltydse werknemer.*—'n Deeltydse werknemer moet minstens drie-kwart van die loon betaal word wat in paragraaf (a) vir 'n werknemer van dieselfde geslag voorgeskryf word wat dieselfde klas werk verrig as wat van die deeltydse werknemer vereis word.

(c) *Los werknemer.*—'n Los werknemer moet vir elke dag of deel van 'n dag diens minstens een ses-en-twintigste betaal word van die maandloon voorgeskryf in paragraaf (a) vir 'n werknemer van dieselfde geslag wat dieselfde klas werk verrig as wat van die los werknemer vereis word: Met dien verstande dat as 'n werkgewer van 'n los werknemer vereis of hom toelaat om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking „maandloon” die maandloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word, en voorts met dien verstande dat as 'n werkgewer van 'n los werknemer vereis of hom toelaat om 'n tydperk van hoogstens vier opeenvolgende ure op 'n dag te werk, sy loon met hoogstens 50 persent verminder kan word.

Provided that in the Magisterial District of Durban and the municipal areas of Pinetown, Queensburgh and Westville the minimum wage of a labourer, male, 18 years of age or over, during the first year after this Determination becomes binding shall be R27.50 per month.

(b) *Part-time Employee.*—A part-time employee shall be paid not less than three-fourths of the wage prescribed in paragraph (a) for an employee of the same sex who performs the same class of work as the part-time employee is required to do.

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

(2) *Kontrakbasis*.—Vir die toepassing van hierdie klousule berus die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n maandelikse grondslag en, behoudens die bepalinge van klousule 4 (6), moet 'n werknemer vir 'n maand minstens die volle maandloon, voorgeskryf in subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas betaal word; of hy in elke week van so 'n maand die maksimum getal gewone werkure wat ingevolge klousule 5 op hom van toepassing is, of minder gewerk het.

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

(a) 'n hoër loon as dié van sy eie klas, of

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas,

in subklousule (1) voorgeskryf word, moet vir dié dag aan so 'n werknemer as volg betaal—

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

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

Met dien verstande—

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

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

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

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

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

4. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers*.—Behoudens die bepalinge van klousule 6 (5) moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, maandeliks of weekliks in kontant of, met die toestemming van die werknemer, per tjek gedurende die werkure op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer betaal word of by diensbeëindiging as dit vóór die gewone betaaldag plaasvind en sodanige bedrag moet in 'n koevert of houer wees waarop aangegee of wat vergesel gaan van 'n staat wat aantoon—

(a) die werkgewer se naam;

(b) die werknemer se naam of betaalstaatsnommer en sy beroep;

(c) die getal gewone werkure wat die werknemer gewerk het;

(d) die getal ure wat die werknemer oortyd gewerk het;

(e) die werknemer se loon;

(f) die besonderhede omtrent enige ander besoldiging wat uit die werknemer se diens voortspruit;

(g) besonderhede omtrent enige bedrae wat afgetrek is;

(h) die werklike bedrag aan die werknemer betaal; en

(i) die tydperk waarvoor die betaling gedoen word;

en sodanige koevert of houer wat hierdie inligting verstrek of sodanige staat, word die eiendom van die werknemer.

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

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

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

(5) *Etes en huisvesting*.—Behoudens die bepalinge van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie vereis dat sy werknemer by hom of by enige ander persoon of plek deur hom aangewys, eet of inwoon of eet en inwoon nie.

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

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

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

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

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

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate, and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided—

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

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

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

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

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the ordinary weekly hours of work prescribed in clause 5 for an employee of his class.

4. PAYMENT OF REMUNERATION.

(1) *Employees Other than Casual Employees*.—Save as provided in clause 6 (5), any amount due to an employee, other than a casual employee, shall be paid monthly or weekly in cash or, with the consent of the employee, by cheque during the hours of work on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in an envelope or container on which shall be recorded, or which shall be accompanied by, a statement showing—

(a) the employer's name;

(b) the employee's name or payroll number and occupation;

(c) the number of ordinary hours of work worked by the employee;

(d) the number of overtime hours worked by the employee;

(e) the employee's wage;

(f) the details of any other remuneration arising out of the employee's employment;

(g) the details of any deductions made;

(h) the actual amount paid to the employee; and

(i) the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

(2) *Casual Employee*.—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment.

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

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

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

(6) *Afirekkings.*—'n Werkgewer mag sy werknemer geen boetes ople 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-, siektebystand-, versekerings-, spaar-, voorsorg- en pensioenfonds, of ledegeld van vakverenigings;
- (b) behoudens andersluidende bepalings in hierdie Vasstelling, wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer uit sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat so 'n werknemer ten tyde van sodanige afwesigheid vir sy gewone werkure ontvang het;
- (c) iedere bedrag wat 'n werkgewer regtens of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) wanneer 'n werknemer instem, of ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, verplig word om etes of huisvesting of etes en huisvesting van sy werkgewer aan te neem, 'n bedrag hoogstens gelyk aan onderstaande bedrae:—

	Etes per maand.	Huisvesting per maand.	Etes en huisvesting per maand.
	R	R	R
(i) Klerk en huishoudster...	14.00	6.00	20.00
(ii) Alle ander werknemers uitgesonderd opsigters...	3.47	1.73	5.20

- (e) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkgewer aan 'n munisipale raad of ander plaaslike owerheid betaal het as huur van 'n huis of aan huisvesting in 'n tehuis wat die werknemer in 'n lokasie of Bantodorp, onder die beheer van so 'n raad of ander plaaslike owerheid, bewoon.

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

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

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

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

(3) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen sonder 'n etenspouse van minstens één uur te werk nie en gedurende dié pouse mag die werknemer nie verplig of toegelaat word om enige werk te verrig nie en die pouse moet nie deel van die gewone werkure of van oortydwerk geag word nie: Met dien verstande dat werktydperke wat deur pouses van minder as één uur onderbreek word, as aaneenlopend geag moet word.

(4) *Weeklikse rustyd.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd los werknemers, in elke week 'n rustyd van minstens negentien opeenvolgende ure toestaan beginnende om 12-uur middag.

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

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

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

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

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

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

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

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

- (a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;
- (b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- (d) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Board per month.	Lodging per month.	Board and lodging per month.
	R	R	R
(i) Clerk and housekeeper...	14.00	6.00	20.00
(ii) All other employees other than caretakers...	3.47	1.73	5.20;

- (e) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such council or other local authority.

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

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

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

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

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

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

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

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

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

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

- (a) in the case of a casual employee, one-and-one-third times his ordinary wage in respect of the total period so worked by such employee on any day;
- (b) in the case of any other employee, one-and-one-third times his ordinary wage in respect of the total period so worked by such employee in any week.

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

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

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2) en (4) moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van twaalf maande diens by hom verlof soos volg toestaan—

- (a) in die geval van 'n opsigter of 'n nagwag, een-en-twintig opeenvolgende kalenderdae verlof.
- (b) aan iedere ander werknemer, veertien opeenvolgende kalenderdae verlof, en moet hy so 'n werknemer ten opsigte van sodanige verlof soos volg betaal:—
 - (i) In die geval van 'n werknemer bedoel in paragraaf (a) 'n bedrag van minstens drie maal die weekloon waarop hy geregtig is met ingang van die eerste dag van die verlof;
 - (ii) in die geval van 'n werknemer bedoel in paragraaf (b), 'n bedrag van minstens twee maal die weekloon waarop hy geregtig is met ingang van die eerste dag van die verlof.

(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 vroeër toegestaan is nie, dit, behoudens die bepalinge van subklousule (3), toegestaan moet word om te begin binne vier maande ná die voltooiing van die twaalf maande diens waarop dit betrekking het of, as die werkgewer en werknemer daartoe skriftelik ooreengekom het vóór die verstryking van genoemde tydperk van vier maande, die werkgewer sodanige verlof aan die werknemer moet toestaan vanaf 'n datum nie later nie as twee maande ná die verstryking van genoemde tydperk van vier maande;
- (ii) dat die tydperk van verlof nie mag saamval met siekte-verlof toegestaan ingevolge klousule 7 nie, ook nie, tensy die werknemer dit versoek en die werkgewer skriftelik daarmee instem, met enige tydperk van militêre opleiding ingevolge die Verdedigingswet 1957;
- (iii) dat as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, nog 'n werkdag vir elke sodanige vakansiedag by gemelde tydperk as verdere verloftyd gevoeg moet word en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal moet word;
- (iv) dat 'n werkgewer al die dae geleentheidverlof wat, op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande diens waarop die jaarlikse verlof 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 ophoop: Met dien verstande—

- (i) dat so 'n werknemer sodanige versoek rig binne vier 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 lank bewaar vanaf sodanige datum of vanaf die datum van die afloop van die tydperk van twaalf maande diens waarop die verlof betrekking het, naamlik vanaf die jongste datum.

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

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

- (i) die betaling in plaas van verlof nie meer dikwels as een maal in elke twee opeenvolgende tydperke van twaalf maande diens by dieselfde werkgewer toegelaat word nie;
- (ii) dat die werknemer die versoek rig binne vier maande ná afloop van die tydperk van twaalf maande diens waarop die verlof betrekking het; en
- (iii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek minstens drie jaar lank bewaar vanaf sodanige datum of vanaf die vervaldatum van die tydperk van twaalf maande diens waarop die verlof betrekking het, naamlik vanaf die jongste datum.

(5) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die jaarlikse verlof voorgeskryf in subklousule (1), gelees met subklousule (3), moet vóór of op die laaste werkdag vóór die aangevangsdatum van die verlof betaal word.

(6) Aan 'n werknemer wie se dienskontrak gedurende enige dienstermyn van twaalf maande by dieselfde werkgewer beëindig word voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van daardie termyn opgehoop het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige dienstermyn 'n bedrag deur sy werkgewer betaal word van minstens—

- (a) in die geval van 'n werknemer bedoel in paragraaf (a) van subklousule (1), een kwart; en

6. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clauses (2) and (4), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of twelve months of employment with him—

- (a) in the case of a caretaker or a night watchman, twenty-one consecutive calendar days' leave;
- (b) in the case of every other employee, fourteen consecutive calendar days' leave;

and shall pay such employee in respect of such leave—

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

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

- (i) that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiry of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiry of the said period of four months;
- (ii) that the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so request and the employer agrees in writing, with any period of military training under the Defence Act, 1957;
- (iii) that if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;
- (iv) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates.

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

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

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

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

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

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

(6) An employee whose contract of employment terminates during any period of twelve months of employment before the period of leave prescribed in sub-clause (1) 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 die geval van 'n werknemer bedoel in paragraaf (d) van subklousule (e), een sesde,

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

(i) wat sy diens verlaat sonder om die kennis te gee wat by klousule 10 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het, of die werknemer die werkgewer in plaas van die kennisgewing betaal het; of

(ii) wat sy diens sonder regsgeldige rede verlaat,

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

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

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

(a) Enige tydperk ten opsigte waarvan 'n werkgewer ingevolge klousule 10, 'n werknemer in plaas van kennis te gee, betaal;

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

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7;

(iii) op las of op versoek van sy werkgewer,

wat altesaam in 'n jaar hoogstens 10 weke beloop; en

(c) enige tydperk waarin 'n werknemer afwesig is om militêre opleiding kragtens die Verdedigingswet, 1957, te ondergaan: Met dien verstande dat 'n werknemer nie geregtig is om as diens meer as vier maande van enige tydperk van sodanige opleiding te eis nie,

en diens word geag te begin—

(i) in die geval van 'n werknemer wat vóór die inwerking-treding van hierdie Vasstelling op 'n tydperk van verlof ingevolge enige wet geregtig geword het, op die datum waarop so 'n werknemer die vorige maal geregtig geword het op verlof ingevolge so 'n wet;

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

(iii) in die geval van enige ander werknemer, vanaf die datum waarop so 'n werknemer by sy werkgewer in diens getree het of op die datum van die inwerking-treding van hierdie Vasstelling, naamlik op die jongste datum.

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, minstens vier-en-twintig werkdag siekteverlof altesaam gedurende elke kringloop van vier-en-twintig opeenvolgende maande diens by hom toestaan, 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 op meer siekteverlof met volle betaling geregtig is nie as één werkdag ten opsigte van elke voltooide maand diens;

(ii) dat hierdie klousule nie van toepassing is nie op '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, in geval van sy ongeskiktheid in die omstandighede in hierdie subklousule vermeld, altesaam minstens die ekwivalent van sy loon vir vier-en-twintig werkdag in elke tydkring van vier-en-twintig maande diens betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoud van hierdie subklousule, te bowe hoef te gaan nie;

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

(iv) dat indien 'n 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 van toepassing is nie.

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

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

(i) who leaves his employment without having given the notice prescribed in clause 10, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

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

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

(7) An employee who has become entitled to a period of leave prescribed in sub-clause (1), read with sub-clause (3), and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to him as at the date of the termination.

(8) For the purpose of this clause the expression “employment” shall be deemed to include—

(a) any period in respect of which an employer, in terms of clause 10, pays an employee in lieu of notice;

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

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 7;

(iii) on the instructions or at the request of his employer, amounting in the aggregate in any year to not more than ten weeks; and

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

and employment shall be deemed to commence—

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

(ii) in the case of an employee who was in employment before the coming into force of this Determination and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;

(iii) in the case of any other employee, 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.

7. SICK LEAVE.

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

(i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment;

(ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for twenty-four work days in each cycle of twenty-four months of employment, except that during the first twenty-four months 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 law to pay to an employee his full wages the provisions of this clause shall not apply.

(2) Voordat 'n werkgewer enige bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk gedurende die tydperk wat strek oor meer as drie opeenvolgende kalenderdae, kan hy vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n geregistreerde mediese praktisyn geteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig. Met dien verstande dat, indien 'n werknemer gedurende enige tydperk van tot agt weke betaling kragtens hierdie klousule by twee of meer geleenthede ontvang het sonder om sodanige sertifikaat voor te lê, sy werkgewer gedurende die tydperk van agt opeenvolgende weke wat onmiddellik op die laaste sodanige geval volg, van hom kan vereis om sodanige sertifikaat ten opsigte van enige afwesigheid voor te lê.

(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 ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs die siekteverlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by die verstryking van genoemde dienstryking, of by beëindiging van diens vóór sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid betaal in die mate waarin siekteverlof, wat by sodanige verstryking of diensbeëindiging opgehoop het, nie geneem is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking „diens” geag ook te omvat—

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

(aa) met verlof ingevolge klousule 6;

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

(cc) met siekteverlof ingevolge subklousule (1),

wat in 'n jaar altesaam hoogstens 10 weke beloop, en

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

en enige tydperk van diens wat 'n werknemer by dieselfde werkgewer onmiddellik vóór die datum van die inwerking-treding van hierdie Vasstelling gehad het, vir die toepassing van hierdie klousule geag word diens ingevolge hierdie Vasstelling te wees, en enige siekteverlof met volle betaling aan sodanige werknemer toegestaan gedurende sodanige tydperk, word geag ingevolge hierdie Vasstelling toegestaan te gewees het;

(b) beteken „ongeskiktheid” onvermoë om te werk weens enige siekte of besering, uitgesonderd dié veroorsaak deur—

(i) 'n werknemer se eie wangedrag; of

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

8. OPENBARE VAKANSIEDAE.

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

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk, moet sy werkgewer, behoudens soos bepaal in klousule 4 (6)—

(a) hom vir die maand waarin so 'n dag val, minstens sy maandloon betaal, plus sy dagloon ten opsigte van elke sodanige dag gewerk; of

(b) hom ten opsigte van elke sodanige dag gewerk, een ekstra dag jaarlikse verlof toestaan en hom ten opsigte van elke sodanige ekstra dag minstens sy dagloon betaal.

(3) Hierdie klousule is nie van toepassing op 'n opsigter, 'n nagwag of 'n los werknemer nie.

9. UNIFORMS, OORPAKKE, EN BESKERMENDE KLERE.

'n Werkgewer moet alle uniforms, oorpakke of beskermende klere wat hy vereis dat sy werknemer dra of enige wet of regulasie hom verplig om aan sy werknemer te verskaf, gratis verskaf en in bruikbare en sindelike toestand hou, en alle sodanige uniforms, oorpakke of beskermende klere bly die eiendom van die werkgewer. Met dien verstande dat 'n werkgewer sy werknemer, benewens die loon wat in klousule 3 (1) vir hom voorgeskrif word, 'n bedrag van 65 sent per maand kan betaal en sodanige werknemer moet dan sy eie uniform, oorpak of beskermende klere verskaf en dit is en bly sy eiendom.

10. BEÏNDIGING VAN DIENSKONTRAK.

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

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

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

kennis van die beëindiging van die kontrak gee of die werkgewer of werknemer kan die kontrak sonder kennisgewing beëindig

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity. Provided that, when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight consecutive weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

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

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

(a) “employment” shall be deemed to include—

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

(aa) on leave in terms of clause 6;

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

(cc) on sick leave in terms of sub-clause (1),

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

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

and any period of employment which an employee has had with the same employer immediately before the date of the coming into force of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

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

(i) an employee's own misconduct; or

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

8. PUBLIC HOLIDAYS.

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

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day his employer shall, save as provided in clause 4 (6)—

(a) pay him for the month in which such day falls not less than his monthly wages, plus his daily wage in respect of each such day worked; or

(b) grant him in respect of each such day worked one extra day of annual leave and pay him in respect of each such extra day not less than his daily wage.

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

9. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

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

10. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

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

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

notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee

deur, in plaas van sodanige kennisgewing, aan die werknemer of aan die werkgever, na gelang van die geval, minstens die volgende te betaal:—

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

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

Met dien verstande dat hierdie bepaling nie die volgende raak nie—

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

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

(iii) die inwerkingtreding van enige verbeurings of boetes wat regtens van toepassing mag wees op 'n werknemer wat sy diens verlaat.

(2) Waar daar ingevolge die tweede voorbehoudsbepaling van subklousule (1) 'n ooreenkoms bestaan, moet die betaling in plaas van kennisgewing ooreenstem met die tyderk van kennis-gewing waarvoor daar ooreengekom is.

(3) Die kennis in subklousule (1) voorgeskryf, kan op enige werkdag gegee word en is van krag vanaf die dag waarop dit gegee word: Met dien verstande—

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

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

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

11. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkgever aan sy werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat gee wat hoofsaaklik in die vorm is soos in die bylae van hierdie Vasstelling voorgeskryf en waarin die volle naam van die werkgever en van die werknemer, die beroep van die werknemer, die aanvangs- en die aflooptdatum van die kontrak en die werknemer se weekloon ten tyde van sodanige beëindiging aangegee word.

12. VERBOD OP INDIENSNEMING.

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

BYLAE.

Ek/Ons (a) _____
wat die bedryf beoefen vir die verhuur van woonstelle of woonkamers te _____
verklaar hierby dat _____
in my/ons (a) diens was vanaf die _____
dag van _____ 19____, tot die _____
dag van _____ 19____, as (b) _____
By diensbeëindiging was sy/haar (a) loon _____ rand
_____ sent per week/maand (a).

(Handtekening van werkgever of
gemagtigde verteenwoordiger.)

Datum _____

(a) Skrap wat nie van toepassing is nie.

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

or paying the employer, as the case may be, in lieu of such notice not less than—

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

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

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

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

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

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

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

(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 which an employee is undergoing in pursuance of the Defence Act, 1957;

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

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

11. CERTIFICATE OF SERVICE.

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

12. PROHIBITION OF EMPLOYMENT.

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

SCHEDULE.

I/We (a) _____

carrying on trade in the Trade of Letting Flats or Rooms at _____

hereby certify that _____

was employed by me/us (a) from the _____

day of _____ 19____, to the _____

day of _____ 19____, as (b) _____

At the termination of employment his/her (a) wage was _____

_____ rand _____ cents per week/

month (a).

(Signature of Employer or Authorised
Representative.)

Date _____

(a) Delete whichever inapplicable.

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

No. R. 1000.] [2 Julie 1965.
WET OP OORLOGSMAATREËLS, 1940.

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

DIE BEDRYF VIR DIE VERHUUR VAN WOON-
STELLE OF WOONKAMERS, SEKERE KUS-
GEBIEDE.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens die bepaling van subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, hierby die toepassing van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 3 van die Loonvasstelling vir die Bedryf vir die Verhuur van Woonstelle of Woonkamers, Sekere Kusgebiede, gepubliseer by Goewermentskennisgewing No. R. 999 van 2 Julie 1965.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 1000.] [2 July 1965.
WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING ALLOWANCE PAYABLE UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED.

THE TRADE OF LETTING FLATS OR ROOMS, CERTAIN COASTAL AREAS.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in clause 3 of the Wage Determination for the Trade of Letting Flats or Rooms, Certain Coastal Areas, published under Government Notice No. R. 999 of the 2nd July, 1965.

M. VILJOEN,
Deputy-Minister of Labour.

INHOUD.

No.	Departement van Arbeid.	BLADSY
	GOEWERMENSKENNISGEWINGS.	
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