

BUITENGEWONE



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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1752. 27 September 1968.

LOONWET, 1957.

LOONVASSTELLING No. 303.

VERVOERONDERNEMING (GOEDERE), SEKERE GEBIEDE.

In opdrag van die Minister van Arbeid, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Vervoeronderneming (Goedere), Sekere Gebiede, gemaak en die 21ste dag van Oktober 1968 bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE.

1. GEBIED EN OMVANG VAN DIE VASSTELLING.

Hierdie Vasstelling is op bestuurders van motorvoertuie en arbeiders in die Vervoeronderneming (Goedere) en op die werkgewers van sodanige werknemers in die volgende gebiede van toepassing:—

Kaapprovinsie.—Die landdrostdistrikte Barkly-Wes, Bellville, Die Kaap, Oos-Londen, Kimberley, Port Elizabeth, Paarl, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Wellington en Wynberg.

Natal.—Die landdrostdistrikte Durban, Inanda, Pinetown en Pietermaritzburg.

Oranje-Vrystaat.—Die landdrostdistrikte Bloemfontein, Bothaville, Kroonstad en Sasolburg.

Transvaal.—Die landdrostdistrikte Balfour, Brits, Bronkhorstspuit, Groblersdal, Heidelberg, Klerksdorp, Nigel, Oberholzer, Potchefstroom, Pretoria en Witbank.

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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1752. 27 September 1968.

WAGE ACT, 1957.

WAGE DETERMINATION No. 303.

TRANSPORT UNDERTAKING (GOODS), CERTAIN AREAS.

By direction of the Minister of Labour it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister, under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Transport Undertaking (Goods), Certain Areas, and has fixed the 21st day of October 1968 as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply to motor vehicle drivers and labourers in the Transport Undertaking (Goods) and to the employers of such employees in the following areas:—

Cape Province.—The Magisterial Districts of Barkly West, Bellville, the Cape, East London, Kimberley, Port Elizabeth, Paarl, Simonstown, Somerset West, Stellenbosch, Strand, Uitenhage, Wellington and Wynberg;

Natal.—The Magisterial Districts of Durban, Inanda, Pinetown and Pietermaritzburg;

Orange Free State.—The Magisterial Districts of Bloemfontein, Bothaville, Kroonstad and Sasolburg;

Transvaal.—The Magisterial Districts of Balfour, Brits, Bronkhorstspuit, Groblersdal, Heidelberg, Klerksdorp, Nigel, Oberholzer, Potchefstroom, Pretoria and Witbank.

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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 onbestaanbaar met die samehang, beteken—

(1) „arbeider” ’n werknemer, uitgesonderd ’n bestuurder van ’n motorvoertuig, wat een of meer van die volgende werksaamhede verrig—

- (a) motorvoertuie of goedere oppas;
- (b) goedere laai of aflaai;
- (c) goedere dra of opstapel;
- (d) goedere verpak of uitpak;
- (e) kiste of bale of ander houers van goedere oopmaak- toemaak, toespyker, toewerk of merk of goedere oor die algemeen in pakkies oopmaak, toedraai of vasbind;
- (f) persele, voertuie of masjinerie skoonmaak;
- (g) onder toesig enige ander werk in verband met ’n motorvoertuig verrig behalwe om die voertuig te bestuur; (14)

(2) „bedryfsinrigting” ’n perseel waarop of in verband waarmee een of meer werknemers in die Vervoeronderneming (Goedere) in diens is; (12)

(3) „distrik A” die landdrosdistrikte Bellville, Bloemfontein, Die Kaap, Durban, Oos-Londen, Inanda, Kimberley, Nigel, Oberholzer, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Sasolburg, Simonstad, Uitenhage en Wynberg; (8)

(4) „distrik B” die landdrosdistrikte Heidelberg (Transvaal), Klerksdorp, Paarl, Somerset-Wes, Stellenbosch, Strand, Wellington en Witbank; (9)

(5) „distrik C” die landdrosdistrikte Balfour, Barkly-Wes, Bothaville, Brits, Bronkhorstspuit, Groblersdal, Kroonstad en Potchefstroom; (10)

(6) „gebied A” die landdrosdistrikte Bellville, Die Kaap, Simonstad en Wynberg; (1)

(7) „gebied B” die landdrosdistrik Port Elizabeth; (2)

(8) „gebied C” die landdrosdistrikte Durban, Nigel, Oberholzer, Paarl, Pinetown, Pretoria, Somerset-Wes, Stellenbosch, Strand en Wellington; (3)

(9) „gebied D” die landdrosdistrikte Bloemfontein, Oos-Londen, Kimberley, Klerksdorp, Pietermaritzburg, Uitenhage en Sasolburg; (4)

(10) „gebied E” die landdrosdistrikte Inanda, Potchefstroom en Witbank; (5)

(11) „gebied F” die landdrosdistrikte Balfour, Barkly-Wes, Bothaville, Brits, Bronkhorstspuit, Groblersdal, Heidelberg (Transvaal) en Kroonstad; (6)

(12) „korttyd” ’n tydelike vermindering van die getal gewone werkers weens wisselvalligheid van die weer of ’n slapte in die bedryf; (19)

(13) „langafstandvervoer” die karwei van goedere oor ’n afstand van meer as 300 myl in een rigting van die wegtrekplek tot by die plek van bestemming; (16)

(14) „loon” die bedrag wat ingevolge klousule 3 (1) aan ’n werknemer betaalbaar is ten opsigte van sy gewone werksure soos by klousule 5 voorgeskryf: Met dien verstande—

(i) dat, as ’n werkgewer ’n werknemer ten opsigte van sodanige gewone werksure gereeld ’n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

(ii) dat die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldigings bedoel of omvat wat ’n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; (23)

(15) „los werknemer” ’n werknemer wat hoogstens 3 dae in ’n week by dieselfde werkgewer in diens is; (7)

(16) „motorvoertuig” ’n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere, uitgesonderd ’n handelsreisiger se monsters, en omvat dit ook ’n voorhaker en ’n trekker maar nie ’n mobiele hystoestel nie; (17)

(17) „noodwerk” —

(a) enige werk wat weens onvoorsiene omstandighede soos ’n brand, storm, ongeluk, epidemie, geweldedaad, diefstal, of ’n onklaarraking van installasie of masjinerie sonder versuim gedoen moet word;

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

(i) skepe;

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

(c) enige werk in verband met die herstel van ’n motorvoertuig wat nie gedurende gewone werksure verrig kan word nie; (11)

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—

(1) “area A” means the Magisterial Districts of Bellville, the Cape, Simonstown and Wynberg; (6)

(2) “Area B” means the Magisterial District of Port Elizabeth; (7)

(3) “area C” means the Magisterial Districts of Durban, Nigel, Oberholzer, Paarl, Pinetown, Pretoria, Somerset West, Stellenbosch, Strand and Wellington; (8)

(4) “area D” means the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Pietermaritzburg, Uitenhage and Sasolburg; (9)

(5) “area E” means the Magisterial Districts of Inanda, Potchefstroom and Witbank; (10)

(6) “area F” means the Magisterial Districts of Balfour, Barkly West, Bothaville, Brits, Bronkhorstspuit, Groblersdal, Heidelberg (Transvaal) and Kroonstad; (11)

(7) “casual employee” means an employee who is employed by the same employer on not more than 3 days in any week; (15)

(8) “District A” means the Magisterial Districts of Bellville, Bloemfontein, the Cape, Durban, East London, Inanda, Kimberley, Nigel, Oberholzer, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Sasolburg, Simonstown, Uitenhage and Wynberg; (3)

(9) “District B” means the Magisterial Districts of Heidelberg (Transvaal), Klerksdorp, Paarl, Somerset West, Stellenbosch, Strand, Wellington and Witbank; (4)

(10) “District C” means the Magisterial Districts of Balfour, Barkly West, Bothaville, Brits, Bronkhorstspuit, Groblersdal, Kroonstad and Potchefstroom; (5)

(11) “emergency work” means—

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

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

(i) ships;

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

(c) any work in connection with the repairing of a motor vehicle which cannot be performed during ordinary working hours; (17)

(12) “establishment” means any premises in or in connection with which one or more employees are employed in the Transport Undertaking (Goods); (2)

(13) “hours of work” includes all periods of driving and any time spent by a motor vehicle driver or a labourer on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work but does not include any meal interval prescribed in clause 5 or any period in respect of which any subsistence allowance is payable to an employee in terms of clause 3 (5), if during such interval or period the employee does no work other than remaining in charge of the vehicle and its load, if any, or guarding the vehicle and its load, if any; (22)

(14) “labourer” means an employee, other than a driver of a motor vehicle, who is engaged in any one or more of the following operations:—

(a) Guarding motor vehicles or goods;

(b) loading or unloading goods;

(c) carrying or stacking goods;

(d) packing or unpacking goods;

(e) opening, closing, nailing up, sewing up or marking packing cases or bales or other containers of goods or generally parcelling, wrapping or tying goods;

(f) cleaning premises, vehicles or machinery;

(g) performing under supervision any other work pertaining to a motor vehicle except driving; (1)

(15) “law” includes the common law; (23)

(16) “long-distance haulage” means the conveyance of goods over a distance exceeding 300 miles in one direction from starting point to destination; (13)

(17) “motor vehicle” means any power-driven vehicle used for conveying goods, other than traveller’s samples, and includes a mechanical horse and a tractor but does not include a mobile hoist; (16)

(18) „onbelaste gewig” die gewig van ’n motorvoertuig of sleepwa soos aangegee in ’n lisensie of sertifikaat wat ten opsigte van so ’n motorvoertuig of sleepwa uitgereik is deur ’n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik; (22)

(19) „sleepwa” ’n vervoermiddel wat deur ’n motorvoertuig getrek word; (20)

(20) „stukwerk” ’n stelsel waarvolgens ’n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (18)

(21) „Vervoeronderneming (Goedere)” die bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die vervoer van goedere teen huur of vergoeding deur middel van motorvervoer en sluit die vervoer van grond, gruis of sand wat vir verkoop bedoel is in, hetsy sodanige vervoer teen huur of vergoeding geskied al dan nie; (21)

(22) „werkure”, en sluit dit in, alle tydperke wat ’n bestuurder van ’n motorvoertuig, motorvoertuie bestuur en alle tyd wat die bestuurder van ’n motorvoertuig of ’n arbeider bestee aan ander werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos gereed te bly om te werk, maar dit sluit nie in enige etenspouse in klousule 5 voorgeskryf of enige tydperk ten opsigte waarvan enige onderhoudstoelae ingevolge klousule 3 (5) aan ’n werknemer betaalbaar is nie, indien die werknemer gedurende sodanige pouse of tydperk geen ander werk doen nie behalwe om in beheer te wees van die voertuig en sy vrag, indien daar is, of om die voertuig en sy vrag, indien daar is, op te pas; (13)

(23) „Wet” ook die gemene reg; (15)

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

3. BESOLDIGING.

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

(a) *Werknemers, uitgesonderd los werknemers.*

(i)

	In Distrik A.		In Distrik B.		In Distrik C.	
	Gedurende die eerste ses maande diens by dieselfde werkgewer.	Daarna.	Gedurende die eerste ses maande diens by dieselfde werkgewer.	Daarna.	Gedurende die eerste ses maande diens by dieselfde werkgewer.	Daarna.
	Per week. R	Per week. R	Per week. R	Per week. R	Per week. R	Per week. R
Bestuurder van ’n motorvoertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van enige sleepwa of sleepwaens wat deur so ’n voertuig getrek word—						
(i) hoogstens 3,000 lb is.....	13.00	14.00	11.50	12.50	10.75	11.75
(ii) meer as 3,000 lb maar hoogstens 7,000 lb is.....	16.50	17.50	14.75	15.75	14.00	15.00
(iii) meer as 7,000 lb maar hoogstens 12,000 lb is.....	20.00	21.50	18.00	19.50	17.25	18.75
(iv) meer as 12,000 lb is.....	23.00	25.00	21.50	23.50	21.00	23.00

(i)

	In District A.		In District B.		In District C.	
	During the first six months of employment with the same employer.	Thereafter.	During the first six months of employment with the same employer.	Thereafter.	During the first six months of employment with the same employer.	Thereafter.
	Per week. R	Per week. R	Per week. R	Per week. R	Per week. R	Per week. R
Driver of a motor vehicle the unladen weight of which, together with the unladen weight of any trailer or trailers drawn by such vehicle—						
(i) does not exceed 3,000 lb.....	13.00	14.00	11.50	12.50	10.75	11.75
(ii) exceeds 3,000 lb but not 7,000 lb.....	16.50	17.50	14.75	15.75	14.00	15.00
(iii) exceeds 7,000 lb but not 12,000 lb.....	20.00	21.50	18.00	19.50	17.25	18.75
(iv) exceeds 12,000 lb.....	23.00	25.00	21.50	23.50	21.00	23.00

(18) „piece-work” means any system under which an employee's remuneration is based on the quantity of work done; (20)

(19) „short-time” means a temporary reduction in the number of ordinary hours of work owing to the vagaries of the weather or slackness of trade; (12)

(20) „trailer” means any conveyance drawn by a motor vehicle; (19)

(21) „Transport Undertaking (Goods)” means the trade in which employers and employees are associated for the transportation of goods by means of motor transport for hire or reward and includes the transportation of soil, gravel or sand which is intended for sale whether or not such transportation is performed for hire or reward; (21)

(22) „unladen weight” means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles; (18)

(23) „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—

(a) 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;

(b) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received if he had not been employed on such a basis. (14)

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

3. REMUNERATION.

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

(a) *Employees other than casual employees.*

Met dien verstande dat enige tydperk van diens wat 'n bestuurder van 'n motorvoertuig as sodanig by dieselfde werkgewer gehad het onmiddellik voor die datum waarop hierdie Vastelling bindend word, by die toepassing van hierdie subklousule geag word diens te wees.

(ii)

	In gebied A.	In gebied B.	In gebied C.	In gebied D.	In gebied E.	In gebied F.
	Per week. R	Per week. R	Per week. R	Per week. R	Per week. R	Per week. R
Arbeider, 18 jaar oud of ouer.....	9.00	8.50	7.75	6.75	6.25	5.75
Arbeider, onder 18 jaar.....	6.75	6.40	5.85	5.10	4.70	4.35

(ii)

	In Area A.	In Area B.	In Area C.	In Area D.	In Area E.	In Area F.
	Per week. R	Per week. R	Per week. R	Per week. R	Per week. R	Per week. R
Labourer, of the age of 18 years or over.....	9.00	8.50	7.75	6.75	6.25	5.75
Labourer, under 18 years of age.....	6.75	6.40	5.85	5.10	4.70	4.35

(b) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een-vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat, waar die werkgewer van 'n los werknemer vereis om die werk te verrig van 'n bestuurder van 'n motorvoertuig, die uitdrukking „weekloon” die weekloon beteken wat vir 'n bestuurder van 'n motorvoertuig met meer as 6 maande diens in sodanige hoedanigheid by sodanige werkgewer voorgeskryf word, en voorts met dien verstande dat, waar die werkgewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens 4 agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent verminder mag word.

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

(3) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié van sy eie klas, in subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer minstens die dagloon betaal bereken teen die hoër tarief: Met dien verstande dat—

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

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

(iii) die uitdrukking „hoër tarief” beteken die loonskaal voorgeskryf vir 'n werknemer met meer as 6 maande diens by sodanige werkgewer.

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

(i) 5, in die geval van 'n werknemer wat 5 dae in 'n week werk;

(ii) 6, in die geval van alle ander werknemers.

(b) Die maandloon van 'n werknemer is $4\frac{1}{2}$ maal sy weekloon.

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

Provided that any period of employment which a motor vehicle driver as such, has had with the same employer immediately before the date on which this Determination becomes binding, shall be deemed to be employment for the purpose of this sub-clause.

(b) *Casual employee.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee in the same area who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a motor vehicle driver the expression “weekly wage” shall mean the weekly wage prescribed for a motor vehicle driver who has had more than 6 months employment as such with such employer and provided further that, where the employer requires a casual employee to work for a period of not more than 4 consecutive hours on any day, his wage may be reduced by not more than 50 per cent.

(2) *Basis of contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with subclause (3), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number or 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 1 hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which a wage higher than that of his own class is prescribed in subclause (1), shall pay to such employee in respect of that day not less than the daily wage calculated at the higher rate: Provided that—

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

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

(iii) the expression “higher rate” means the wage rate prescribed for an employee who has had more than 6 months employment with such employer.

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

(i) 5, in the case of an employee who works a 5-day week;

(ii) 6, in the case of every other employee.

(b) The monthly wage of an employee shall be $4\frac{1}{2}$ times his weekly wage.

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

(5) *Onderhoudstoelae.*—(a) Benewens die betaling van enige ander besoldiging verskuldig, moet 'n werkgewer aan 'n werknemer wat op enige reis wat hy in die uitvoering van sy pligte onderneem, vir 'n tydperk van een of meer nagte van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is, 'n onderhoudstoelae betaal van minstens—

(i) in die geval van 'n bestuurder van 'n motorvoertuig—

(aa) vir elke nag van sodanige afwesigheid, R2: Met dien verstande dat hierdie toelae tot R1 per nag verminder mag word indien die werkgewer vir die werknemer 'n bed ver-skaaf; en

(bb) vir elke maaltyd wat noodsaaklikerwys gedurende sodanige afwesigheid verkry moes word, 50 sent;

(ii) in die geval van 'n arbeider—

(aa) vir elke nag van sodanige afwesigheid, 50 sent;

(bb) vir elke maaltyd wat noodsaaklikerwys gedurende sodanige afwesigheid verkry moes word, 15 sent.

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

4. BETALING VAN BESOLDIGING.

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

(a) die werkgewer se naam;

(b) die werknemer se naam of sy nommer op die betaalstaat en sy beroep;

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

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

(e) die getal ure wat die werknemer op 'n Sondag, 'n openbare vakansiedag of die dag wat hy vry het, gewerk het;

(f) die werknemer se loon;

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

(h) besonderhede van enige bedrag wat afgetrek is;

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

(j) die tydperk waarvoor die betaling geskied;

en sodanige kovert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat as 'n werknemer op die gewone betaaldag in diens van die bedryfsinrigting afwesig is, hy betaal moet word binne 24 uur nadat hy na die bedryfsinrigting terugkeer.

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

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

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

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

(6) *Aftekings.*—'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-, voorsorgs- of pensioenfonds, of vir ledegelde van vakverenigings;

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

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

(5) *Subsistence allowance.*—(a) An employer shall, in addition to any other remuneration due, pay his employee 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) in the case of a motor vehicle driver—

(aa) for each night of such absence: R2: Provided that where the employer provides a bed this allowance may be reduced to R1 per night; and

(bb) 50c for each meal necessarily obtained during such absence;

(ii) in the case of a labourer—

(aa) for each night of such absence: 50c.

(bb) 15c for each meal necessarily obtained during such absence.

(b) For the purpose of this subclause 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 casual employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee in cash or by cheque monthly during the hours of work or within 15 minutes of ceasing work, on the usual pay-day, and such amount shall be contained in an envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

(a) the employer's name;

(b) the employee's name or his number on the pay-roll and his occupation;

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

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

(e) the number of hours worked by the employee on a Sunday, a public holiday or his day off;

(f) the employee's wage;

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

(h) the details of any deductions made;

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

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

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee: Provided that where an employee is absent on duty from the establishment on the usual pay-day he shall be paid within 24 hours of his return to the establishment.

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

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

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

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

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

(a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;

(b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

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

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

	Per week	Per maand
	R	R
(i) Kos.....	0.80	3.47
(ii) Huisvesting.....	0.40	1.73
(iii) Kos en huisvesting.....	1.20	5.20

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

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

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

(iii) ten opsigte van korttyd weens weersomstandighede geen aftrekking vir die eerste uur waarin daar nie gewerk word nie, geskied nie tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

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

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

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

(a) in die geval van 'n bestuurder van 'n motorvoertuig wat 6 dae per week werk—

(i) 48 in 'n week van Maandag tot en met Saterdag; en
(ii) behoudens die bepalings van subparagraaf (i) hiervan, 8½ op 'n dag, tensy die ure op 1 dag hoogstens 5 is, wanneer die ure op enigene van die ander dae tot hoogstens 9 verleng kan word;

(b) in die geval van 'n bestuurder van 'n motorvoertuig wat 5 dae per week werk—

(i) 48 in 'n week van Maandag tot en met Vrydag; en
(ii) behoudens die bepalings van subparagraaf (i) hiervan, 9½ op 'n dag.

(c) in die geval van 'n arbeider wat 6 dae per week werk—

(i) 46 in 'n week van Maandag tot en met Saterdag; en
(ii) behoudens die bepalings van subparagraaf (i) hiervan, 8 op enige dag, tensy die ure op 1 dag hoogstens 5 is, wanneer die ure op enigene van die ander dae tot hoogstens 8½ verleng kan word;

(d) in die geval van 'n arbeider wat 5 dae per week werk—

(i) 46 in 'n week van Maandag tot en met Vrydag; en
(ii) behoudens die bepalings van subparagraaf (i) hiervan, 9½ op 'n dag.

(2) 'n Werkgever mag nie van 'n los werknemer vereis of hom toelaat om meer gewone werkure as 8½ op 'n dag te werk nie.

(3) *Etenspouse.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om meer as 5 uur aaneen sonder 'n etenspouse van minstens 1 uur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat die tydperk van 5 uur tot hoogstens 6 uur verleng mag word vir die doel om die laai of aflaai van 'n voertuig te voltooi, en met dien verstande voorts dat—

(a) 'n werkgever met sy werknemer ooreen mag kom om die duur van sodanige pouse tot uiters 'n halfuur te verkort, en in dié geval en nadat die werkgever die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

(b) werktydperke wat onderbreek word deur pouses van minder as 1 uur, uitgesonderd waar voorbehoudbepaling (a) of (c) van toepassing is, geag word aaneenlopend te wees;

(c) as sodanige pouse langer as 1 uur is, enige tyd wat 1½ uur te bowe gaan, geag word werktyd te wees;

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

	Per week	Per month
	R	R
(i) Board.....	0.80	3.47
(ii) Lodging.....	0.40	1.73
(iii) Board and lodging.....	1.20	5.20;

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

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

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

(iii) no deduction shall be made in the case of short-time owing to 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;

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

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

(1) *Ordinary hours of work.*—An employer shall not require or permit an employee, other than a casual employee, to work more ordinary hours of work than—

(a) in the case of a motor vehicle driver who works a 6-day week—

(i) 48 in any week from Monday to Saturday, inclusive; and

(ii) subject to subparagraph (i) hereof, 8½ on any day unless the hours on 1 day do not exceed 5, in which case the hours on any of the other days may be extended to not more than 9;

(b) in the case of a motor vehicle driver who works a 5-day week—

(i) 48 in any week from Monday to Friday, inclusive; and
(ii) subject to subparagraph (i) hereof, 9½ hours on any day;

(c) in the case of a labourer who works a 6-day week—

(i) 46 in any week from Monday to Saturday, inclusive; and
(ii) subject to subparagraph (i) hereof, 8 on any day, unless the hours on 1 day do not exceed 5, in which case the hours on any of the other days may be extended to not more than 8½;

(d) in the case of a labourer who works a 5-day week—

(i) 46 in any week from Monday to Friday, inclusive; and
(ii) subject to subparagraph (i) hereof, 9½ on any day.

(2) An employer shall not require or permit a casual employee to work more ordinary hours of work than 8½ on any day.

(3) *Meal intervals.*—An employer shall not require or permit an employee to work for more than 5 hours continuously without a meal interval of not less than 1 hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that for the purpose of completing the loading or unloading of a motor vehicle, the period of 5 hours may be extended to not more than 6 hours and provided further that—

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

(b) periods of work interrupted by intervals of less than 1 hour, except when proviso (a) or (c) applies, shall be deemed to be continuous;

(c) if such interval be longer than 1 hour, any period in excess of 1½ hours shall be deemed to be time worked;

(d) alleenlik 1 sodanige pouse gedurende die gewone werkkure van 'n werknemer op 'n dag nie deel van die gewone werkkure mag uitmaak nie;

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

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

(4) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalinge van subklousule (3), moet alle werkkure van 'n werknemer op iedere dag agtereenvolgend wees.

(5) *Oortydwerk.*—Alle tyd, uitgesonderd dié op 'n Sondag, wat 'n werknemer langer werk as die getal gewone werkkure wat in subklousules (1) en (2) voorgeskryf word, is oortydwerk.

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

(a) wat, tesame met die getal gewone werkkure voorgeskryf in subklousule (1) of (2), meer as 14 uur op enige dag is nie;

(b) vir meer as 15 uur in enige week nie: Met dien verstande dat hierdie paragraaf nie van toepassing is terwyl 'n werknemer langafstandvervoerdienis verrig nie.

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

(a) in die geval van 'n los werknemer, 1½ maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op 'n dag gewerk;

(b) in die geval van 'n ander werknemer, 1½ maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in 'n week gewerk.

(8) *Voorbehoudsbepalings.*—Die bepalinge van subklousules (3), (4) en (6) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.

6. JAARLIKSE VERLOF.

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

(a) in die geval van 'n bestuurder van 'n motorvoertuig, 21 agtereenvolgende kalenderdae;

(b) in die geval van 'n arbeider, 14 agtereenvolgende kalenderdae;

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

(i) in die geval van 'n werknemer in paragraaf (a) vermeld, 'n bedrag van minstens 3 maal die weekloon waarop hy met ingang van die eerste dag van die verlof geregtig is;

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens 2 maal die weekloon waarop hy met ingang van die eerste dag van die verlof geregtig is:

Met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n werknemer wat stukwerk verrig, bereken word op die grondslag uiteengesit in artikel 20 (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

(i) as sodanige verlof nie eerder verleen is nie, dit behoudens die bepalinge van subklousule (3) so verleen moet word dat dit begin binne 4 maande na voltooiing van die 12 maande diens waarop dit betrekking het; of dat, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van 4 maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet verleen met ingang van 'n datum uiterlik 2 maande na die verstryking van genoemde tydperk van 4 maande;

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

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

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

(e) When on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to 15 minutes;

(f) a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this subclause not to have worked during such interval.

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

(5) *Overtime.*—All time worked, other than on a Sunday, in excess of the number of ordinary hours of work prescribed in subclauses (1) and (2) shall be overtime.

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

(a) which, together with the number of ordinary hours of work prescribed in subclause (1) or (2), exceeds 14 hours on any day;

(b) for more than 15 hours in any week: Provided that this paragraph shall not apply while an employee is engaged on long-distance haulage.

(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, 1½ 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, 1½ times his ordinary wage in respect of the total period so worked by such employee in any week.

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

6. ANNUAL LEAVE.

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

(a) in the case of a motor vehicle driver, 21 consecutive calendar days' leave;

(b) in the case of a labourer, 14 consecutive calendar days' leave,

and shall pay such employee in respect of such leave—

(i) in the case of any employee referred to in paragraph (a), an amount of not less than 3 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:

Provided that for the purpose of this clause the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section 20 (5) of the Factories, Machinery and Building Work Act, 1941.

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

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within 4 months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto, in writing, before the expiration of the said period of 4 months, the employer shall grant such leave to the employee as from a date not later than 2 months after the expiration of the said period of 4 months;

(ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees, in writing, with any period of military training under the Defence Act, 1957;

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

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

(i) dat sodanige werknemer so 'n versoek doen binne 4 maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, en

(ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek vir minstens 3 jaar bewaar vanaf sodanige datum of vanaf die datum van verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, en wel vanaf die jongste van dié twee datums.

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

(4) Die besoldiging ten opsigte van die verlof voorgeskryf 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 diens gedurende enige diensstermyn van 12 maande eindig voordat die verloftydperk voorgeskryf in subklousule (1), ten opsigte van so 'n termyn opgeloopt het, moet daar by sodanige diensbeëindiging, benewens ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diensstermyn 'n bedrag betaal word van minstens—

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

(b) in die geval van 'n werknemer in paragraaf (b) van subklousule (1) bedoel, 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 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen 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 en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of

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

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

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

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

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

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

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

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7;

(iii) op las of versoek van sy werkgewer, en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke en

(c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as 4 maande van 1 sodanige opleidings tydperk as diens te eis nie, en word diens geag te begin—

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

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

(iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 12 months of employment to which the period of leave relates.

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

(i) that the request is made by such employee not later than 4 months after the expiry of the first period of 12 months of employment to which the leave relates, and

(ii) that the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request for a period of not less than 3 years from such date or the date of the expiry of the first period of 12 months of employment to which the leave relates, whichever is the later.

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

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

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than—

(a) in the case of an employee referred to in paragraph (a) of subclause (1), one-fourth, and,

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

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to subclause (2) and provided further 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 the employee has paid the employer in lieu of notice; or

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

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

shall not be entitled to any payment by virtue of this subclause.

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

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

(a) any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice;

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

(i) on leave in terms of this clause;

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

(iii) on the instructions or at the request of his employer, amounting in the aggregate in any year to not more than 10 weeks; and

(c) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than 4 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 die geval van 'n ander werknemer, op die datum waarop sodanige werknemer by sy werkgever in diens getree het of op die datum van inwerkingtreding van hierdie Vasstelling, en wel op die jongste van die 2 datums.

(8) (a) Ondanks andersluidende bepalinge in hierdie klousule, kan 'n werkgever vir die doel van jaarlikse verlof te eniger tyd, maar hoogstens 1 maal in 'n tydperk van 12 maande, sy bedryfsinrigting sluit vir 21 agtereenvolgende kalenderdae plus alle addisionele dae wat moontlik uit hoofde van die derde voorbehoudsbepaling van subklousule (2) daarby gevoeg moet word.

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting ingevolge paragraaf (a) nie op die volle tydperk van die jaarlikse verlof voorgeskryf in subklousule (1), geregtig is nie, moet ten opsigte van verlof wat aan hom verskuldig is, deur sy werkgever betaal word op die grondslag in subklousule (5) voorgeskryf, en vir die doel van die jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting aldus sluit. Met dien verstande dat, by die toepassing van hierdie subklousule, 'n arbeider in so 'n bedryfsinrigting vir elke voltooide tydperk van 12 maande diens geregtig is op jaarlikse verlof van 21 kalenderdae met volle betaling.

7. SIEKTEVERLOF.

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

(a) in die geval van 'n werknemer wat 'n werkweek van 5 dae het, altesaam minstens 20 werkdae, en

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

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het. Met dien verstande dat—

(i) gedurende die eerste 24 agtereenvolgende maande diens, 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van 5 dae, 1 werkdag ten opsigte van elke voltooide tydperk van 5 weke diens en, in die geval van 'n ander werknemer, 1 werkdag ten opsigte van elke voltooide maand diens;

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, betaal aan 'n fonds of organisasie wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdae, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, met die uitsondering dat, gedurende die eerste 24 maande wat die werknemer bydraes betaal, die gewaarborgde koers verlaag kan word maar nie tot minder nie as die aanwaskoers vermeld in die eerste voorbehoudsbepaling van hierdie subklousule;

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

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

(v) by die toepassing van hierdie klousule die loon van 'n werknemer wat stukwerk verrig, bereken moet word op die grondslag uiteengesit in artikel 20 (5) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941.

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

(a) vir 'n tydperk van langer as 3 agtereenvolgende kalenderdae; of

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

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld. Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens 8 agtereenvolgende weke by 2 of meer

(iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer in diens getree het of op die datum van inwerkingtreding van hierdie Vasstelling, en wel op die jongste van die 2 datums.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of 12 months, close his establishment for 21 consecutive calendar days plus any additional days that may have to be added by virtue of the third proviso to subclause (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 annual leave prescribed in subclause (1) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (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. Provided that for the purpose of this subclause a labourer in such an establishment shall be entitled to 21 calendar days paid annual leave for each completed 12 months of employment.

7. SICK LEAVE

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

(a) in the case of an employee who works a 5-day week, not less than 20 work days, and

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

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

(i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a 5-day week, 1 work day in respect of each completed period of 5 weeks of employment and, in the case of any other employee, 1 work day in respect of each completed month of employment;

(ii) this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for 20 or 24 work days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate may be reduced but to not less than the rate of accrual set out in the first proviso to this subclause;

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

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

(v) for the purpose of this clause the wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section 20 (5) of the Factories, Machinery and Building Work Act, 1941.

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

(a) for a period covering more than 3 consecutive calendar days; or

(b) on the work day immediately preceding or the work day immediately succeeding a Sunday, or New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day,

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to 8 consecutive weeks received payment in terms of this clause on 2 or more occasions without

geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van 8 agtereenvolgende weke onmiddellik na die laaste sodanige geleentheid van hom mag vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

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

(4) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(bb) op las of versoek van sy werkgever;

(cc) met siekteverlof ingevolge subklousule (1),

en wat in enige jaar altesaam hoogstens 10 weke beloop, en

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as 4 maande van 1 sodanige opleidingstydperk as diens te eis nie,

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

(b) beteken „ongeskiktheid” onvermoë om te werk weens siekte of 'n besering, uitgesonderd dié veroorsaak deur 'n werknemer se eie wangedrag: Met dien verstande dat werk-onvermoë wat veroorsaak is deur 'n ongeluk waarvoor vergoeding betaalbaar is ingevolge die Ongevalwet, 1941, geag word ongeskiktheid te wees slegs ten opsigte van 'n tydperk van werk-onvermoë waarvoor geen bedrag in verband met ongeskiktheid kragtens daardie Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE EN SONDAE.

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

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

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

(a) die werknemer—

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

(ii) indien hy aldus vir 'n tydperk van meer as 4 uur werk, teen minstens dubbel sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk of minstens dubbel sy dagloon, betaal en wel die bedrag wat die grootste is, of

(b) hom teen minstens 1½ maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne 7 dae vanaf sodanige Sondag 1 dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat, waar daar van sodanige werknemer vereis of hy toegelaat word om minder as 4 uur op sodanige Sondag te werk, hy geag moet word 4 uur te gewerk het.

(4) Hierdie klousule is nie op 'n los werknemer van toepassing nie.

producing such a certificate, his employer may during the period of 8 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 24 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid in respect of only such leave as has so accrued; but his employer shall, if he has not previously done so, at the 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—

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

(aa) on leave in terms of clause 6;

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

(cc) on sick leave in terms of subclause (1),

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

(ii) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than 4 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 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 amount in regard to disablement is payable in terms of that Act.

8. PUBLIC HOLIDAYS AND SUNDAYS.

(1) Subject to the provisions of clauses 4 (6) and 6 (2), if an employee 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 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), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage for each hour or part of an hour worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than 4 hours on such day he shall be deemed to have worked for 4 hours.

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

(a) pay the employee—

(i) if he so works for a period not exceeding 4 hours, not less than his daily wage;

(ii) if he so works for a period exceeding 4 hours, at a rate not less than double his ordinary wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or

(b) pay him at a rate not less than 1½ times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within 7 days of such Sunday 1 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 4 hours on such Sunday he shall be deemed to have worked for 4 hours.

(4) This clause shall not apply to a casual employee.

9. STUKWERK.

(1) 'n Werkgewer mag nadat hy minstens 1 week vooraf kennis aan sy werknemer gee het, 'n stukwerkstelsel invoer en, sodanige werkgewer moet, behoudens die bepalings van klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, teen die besoldiging betaal wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgewer, ongeag die hoeveelheid werk wat verrig is, die werknemer moet betaal—

(a) in die geval van 'n ander werknemer as 'n los werknemer, vir elke week waarin stukwerk verrig word, minstens die bedrag wat hy so 'n werknemer vir daardie week sou moet betaal het as hy hom 'n tydloon betaal het;

(b) in die geval van 'n los werknemer, vir elke dag waarop stukwerk verrig word, minstens die bedrag wat hy so 'n werknemer vir daardie dag sou moet betaal het as hy hom 'n tydloon betaal het.

(2) 'n Werkgewer moet 'n lys van die besoldiging bedoel in subklousule (1), op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.

(3) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die besoldiging wat daarvolgens van toepassing is, af te skaf of te wysig, moet aan sy werknemers wat volgens sodanige stelsel werk, minstens 1 kalendermaand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgewer nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie.

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

10. VERBOD OP INDIENSNEMING.

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende kleren wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende kleren by die eiendom van die werkgewer.

12. BEÏNDIGING VAN DIENSKONTRAK.

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

(a) in die geval van 'n bestuurder van 'n motorvoertuig, minstens een werkdag,

(b) in die geval van 'n arbeider—

(i) gedurende die eerste 4 weke diens, minstens een werkdag,

(ii) na die eerste 4 weke diens, minstens een week,

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

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

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

Met dien verstande dat—

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

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

9. PIECE-WORK.

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

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

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

(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 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 notice for a period not shorter than that agreed upon.

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

10. PROHIBITION OF EMPLOYMENT.

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

(a) a motor vehicle driver, not less than one work day's,

(b) a labourer—

(i) during the first 4 weeks of employment, not less than one work day's,

(ii) after the first 4 weeks of employment, not less than one week's,

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

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

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

Provided that this shall not affect—

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

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

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

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

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

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

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

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

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

13. DIENSSERTIFIKAAT.

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

14. LOGBOEK.

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

DAAGLIKSE LOG.

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

(Handtekening van bestuurder van motorvoertuig).

Datum.....19.....

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

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

(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, when an employer pays an employee in lieu of notice, be deemed to mean “would have received at the time of such termination if no deductions had been made in respect of short-time”.

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

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

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

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

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

13. CERTIFICATE OF SERVICE.

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

14. LOG-BOOK.

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

DAILY LOG.

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

(Signature of Driver.)

Date.....19.....

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

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

BYLAE.

Ek/Ons (a).....
 wat die Vervoeronderneming (Goedere) beoefen te.....

 verklaar hierby dat.....
 in my/ons (a) diens was van die.....
 dag van..... 19..... tot die.....
 dag van..... 19..... in die hoedanigheid van
 (b).....
 By diensbeëindiging was sy/haar (a) loon.....
 rand..... sent per week/maand (a).

(Handtekening van werkgewer of
 gemagtigde verteenwoordiger.)

Datum..... 19.....

(a) Skrap wat nie van toepassing is nie.
 (b) Meld die beroep waarin die werknemer uitsluitlik of hoof-
 saaklik in diens was, bv., arbeider, bestuurder van 'n motor-
 voertuig.

No. R. 1753. 27 September 1968.
 LOONWET, 1957.

INTREKKING VAN LOONVASSTELLING No. 136.

MOTORVOERTUIGBESTUUR, WITWATERSRAND
 EN PRETORIA.

Ek, Marais Viljoen, Minister van Arbeid, trek hierby
 kragtens artikel 16 van die Loonwet, 1957, met ingang
 van die 21ste dag van Oktober 1968, al die bepalings van
 Loonvasstelling No. 136, gepubliseer by Goewerments-
 kennisgewing No. 98 van 17 Januarie 1947 in.

M. VILJOEN,
 Minister van Arbeid.

No. R. 1754. 27 September 1968.
 LOONWET, 1957.

INTREKKING VAN LOONVASSTELLING No. 153.

MOTORVOERTUIGBESTUUR.

Ek, Marais Viljoen, Minister van Arbeid, trek hierby
 kragtens artikel 16 van die Loonwet, 1957, met ingang
 van die 21ste dag van Oktober 1968, al die bepalings van
 Loonvasstelling No. 153, gepubliseer by Goewerments-
 kennisgewing No. 2620 van 9 Desember 1949, in.

M. VILJOEN,
 Minister van Arbeid.

SCHEDULE.

I/We (a).....
 carrying on business in the Transport Undertaking (Goods) 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..... 19.....

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

No. R. 1753. 27 September 1968.
 WAGE ACT, 1957.

CANCELLATION OF WAGE DETERMINATION
 No. 136.

MOTOR TRANSPORT DRIVING, WITWATERS-
 RAND AND PRETORIA.

I, Marais Viljoen, Minister of Labour, hereby in terms
 of section 16 of the Wage Act, 1957, cancel with effect
 from the 21st day of October 1968, all the provisions of
 Wage Determination No. 136, published under Govern-
 ment Notice No. 98 of the 17th January 1947.

M. VILJOEN,
 Minister of Labour.

No. R. 1754. 27 September 1968.
 WAGE ACT, 1957.

CANCELLATION OF WAGE DETERMINATION
 No. 153.

MOTOR TRANSPORT DRIVING.

I, Marais Viljoen, Minister of Labour, hereby in terms
 of section 16 of the Wage Act, 1957, cancel with effect
 from the 21st day of October 1968, all the provisions of
 Wage Determination No. 153, published under Govern-
 ment Notice No. 2620 of the 9th December 1949.

M. VILJOEN,
 Minister of Labour.

INHOUD.

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U SPAARGELD VERDIEN

4 $\frac{1}{2}$ %

RENTE PER JAAR

IN DIE

POSSPAARBANK

DEPOSITO'S EN OPVRAGINGS KAN GEDOEN
WORD BY ENIGEEN VAN MEER AS 1,600 POS-
KANTORE IN DIE REPUBLIEK VAN SUID-AFRIKA
EN SUIDWES-AFRIKA, AFGESIEN VAN WAAR U
REKENING OORSPRONKLIK GEOPEN IS.

YOUR SAVINGS EARN

$4\frac{1}{2}\%$

INTEREST PER ANNUM

IN THE

POST OFFICE SAVINGS BANK

DEPOSITS AND WITHDRAWALS CAN BE MADE
AT ANY ONE OF MORE THAN 1,600 POST OFFICES
IN THE REPUBLIC OF SOUTH AFRICA AND SOUTH
WEST AFRICA, IRRESPECTIVE OF WHERE YOUR
ACCOUNT WAS ORIGINALLY OPENED.

Geregistreerde pos is nie verseker nie.

Stuur waardevolle artikels per

VERSEKERDE PAKKETPOS

en

Geld deur middel van 'n POSORDER of

POSWISSEL.

♦

Stuur u pakkette per lugpos

———*dis vinniger!*

♦

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CONSULT YOUR LOCAL POSTMASTER.