



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

REGULASIEKOERANT No. 2178

As 'n Nuusblad by die Poskantoor Geregistreer

PRYS 20c PRICE
OORSEE 30c OVERSEAS
POSVRY — POST FREE

REGULATION GAZETTE No. 2178

Registered at the Post Office as a Newspaper

VOL. 121]

PRETORIA, 11 JULIE 1975
JULY

[No. 4786

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1340

11 Julie 1975

WET OP DIE REËLING VAN BANTOE-ARBEIDS- VERHOUDINGE, 1953

SIVIELE INGENIEURSNYWERHEID.—ORDER

Ek, Marais Viljoen, Minister van Arbeid—

(a) bepaal hierby, kragtens artikel 11A (3) van die Wet op die Reëling van Bantoe-arbeidsverhoudinge, 1953, dat die bepalings van die Order wat ek kragtens artikel 11A (2) van daardie Wet ten opsigte van die Siviele Ingenieursnywerheid gemaak het en wat in die Bylae hiervan verskyn, met ingang van 15 Julie 1975 bindend is vir alle werkgewers en werknemers in genoemde Nywerheid wat daardeur geraak word; en

(b) verklaar hierby, kragtens artikel 14 (1), soos toegepas by artikel 11A (5), van genoemde Wet, dat die bepalings van genoemde Order, met ingang van 15 Julie 1975 en vir die tydperk wat op 14 Julie 1977 eindig, *mutatis mutandis* van toepassing is ten opsigte van persone wat werknemers is soos in die Wet op Nywerheidsversoening, 1956, omskryf.

M. VILJOEN, Minister van Arbeid.

BYLAE

ORDER

1. GEBIED EN BESTEK VAN ORDER

Hierdie Order is van toepassing op alle ongeskoolde arbeiders en wagte wat in diens is in die Siviele Ingenieursnywerheid en ook op die werkgewers van sodanige werknemers in die volgende gebiede:

Kaapprovinsie.—Die landdrosdistrikte Bellville, Die Kaap, Oos-Londen, Goodwood, Hopefield, Kimberley, Kuilsrivier, Malmesbury, Paarl, Port Elizabeth, Simonstad, Somerset-Wes, Stellenbosch, Strand, Vredenburg en Wynberg.

Natal.—Die landdrosdistrikte Durban, Inanda, Lower Umfolozi, Newcastle, Pinetown en Pietermaritzburg.

Oranje-Vrystaat.—Die landdrosdistrikte Bloemfontein, Kroonstad, Sasolburg en Welkom.

Transvaal.—Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark en Vereeniging.

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1340

11 July 1975

BANTU LABOUR RELATIONS REGULATION ACT, 1953

CIVIL ENGINEERING INDUSTRY.—ORDER

I, Marais Viljoen, Minister of Labour—

(a) hereby, in terms of section 11A (3) of the Bantu Labour Relations Regulation Act, 1953, determine that the provisions of the Order made by me in terms of section 11A (2) of that Act in respect of the Civil Engineering Industry and which appears in the Schedule hereto, shall be binding, with effect from 15 July 1975, upon all employers and employees in the said Industry who are affected thereby; and

(b) hereby, in terms of section 14 (1), as applied by section 11A (5), of the said Act, declare that the provisions of the said Order shall, with effect from 15 July 1975 and for the period ending 14 July 1977, *mutatis mutandis* apply in respect of persons who are employees as defined in the Industrial Conciliation Act, 1956.

M. VILJOEN, Minister of Labour.

SCHEDULE

ORDER

1. AREA AND SCOPE OF ORDER

This Order shall apply to all unskilled labourers and watchmen employed in the Civil Engineering Industry and to the employers of such employees in the following areas:

Cape Province.—The Magisterial Districts of Bellville, The Cape, East London, Goodwood, Hopefield, Kimberley, Kuils River, Malmesbury, Paarl, Port Elizabeth, Simonstown, Somerset West, Stellenbosch, Strand, Vredenburg and Wynberg.

Natal.—The Magisterial Districts of Durban, Inanda, Lower Umfolozi, Newcastle, Pinetown and Pietermaritzburg.

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

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark and Vereeniging.

2. WOORDOMSKRYWING

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Order gebesig en in die Wet op die Reëling van Bantoe-arbeidsverhoudinge, 1953, omskryf word, dieselfde betekenis as in daardie Wet en, tensy onbestaanbaar met die samehang, beteken:

“Siviele Ingenieursnywerheid” die Nywerheid waarin werkgewers (uitgesonderd plaaslike owerhede) en werknemers met mekaar geassosieer is vir uitgrawingswerk of die bou van dokke, hawens, brûe, viadukke, akwadukke, kanale, pypleidings, kabelkanale, vliegvelde, bunkers, opgaarkuile, spoorweë, seeverdedigingswerke, rivierwerke, piere, kaaie, vasmeerplekke, reservoirs, filterbeddings, rioolwerke, rirole, tunnels of gashouers en omvat dit alle werk van ’n soortgelyke aard, maar nie ook die Padmaaknywerheid nie;

“noodwerk” enige werk wat as gevolg van onvoorsiene omstandighede soos brand, storms, grondinsakkings, ongelukke, epidemie, geweldde of diefstal, sonder versuim gedoen moet word, en alle werk in verband met die dringende herstel van masjinerie;

“bedryfsinrigting” alle persele waarin of in verband waarmee een of meer werknemers in die Siviele Ingenieursnywerheid in diens is;

“plaaslike owerhede”, afdelingsrade, stadsrade, munisipale rade, dorpsrade, dorpsbesture, plaaslike bestuursrade, dorpsbestuursrade of gesondheidskomitee, die Transvaalse Raad vir die Ontwikkeling van Buitestedelike Gebiede ingestel kragtens die Ordonnansie tot Instelling van ’n Gesondheidsraad vir Buitestedelike Gebiede, 1943 (Ordonnansie 20 van 1943) van Transvaal, die Kommissie vir Plaaslike Gesondheid ingestel kragtens die Ordonnansie op die Kommissie vir Plaaslike Gesondheid (Beheer oor Openbare Gesondheidsgebiede), 1941 (Ordonnansie 20 van 1941) van Natal, en enige ander instelling of liggaam van soortgelyke aard wat in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961, beoog word;

“stukwerk” enige stelsel waarvolgens ’n werknemer se besoldiging gebaseer word op die hoeveelheid gedane werk;

“Padmaaknywerheid” die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om paaie of strate te maak, of persele of terreine gelyk te maak, te gruis, met beton te bedek of te asfalteer, en omvat dit ook enige werkwinkel waar gereedskap, voertuie of uitrusting wat by enige van of al bogenoemde werksaamhede gebruik word, gemaak, herstel, nagesien of opgeknap word, en omvat dit verder alle werksaamhede wat met enigeen van voormelde bedrywighede in verband staan of daaruit voortspruit;

“ongeskooldes arbeider” beteken ’n werknemer wat een of meer van die volgende werksaamhede verrig:

(1) ’n Ambagsman help maar nie deur die selfstandige gebruik van die gereedskap van sy ambag nie;

(2) gereedskap, goedere of materiaal met die hand of deur middel van ’n nie-kragaangedrewe toestel dra, ophang, verplaas of opstapel;

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

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

(5) boodskappe, briewe of pakkette op ’n ander manier as deur middel van ’n kragaangedrewe voertuig aflewer of vervoer;

(6) sakke, blikke of ander houers vul;

(7) laai- of aflaai;

(8) klip, grond, klei of sand met die hand of deur middel van handgereedskap losmaak, uitgrawe, breek of uitsprei;

(9) vure maak of in stand hou of as of afval verwyder;

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

(11) ’n handpomp bedien;

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

(13) kruitwaens, trollies of ander handaangedrewe voertuie trek of stoot;

(14) asfalt of grond vasstamp; of sement of beton in vorms vasstamp of beton in fondamente vasstamp; dele van vorms vir sement- of betonprodukte vasboud of op ’n ander manier vasmaak of sodanige vorms demonteer;

(15) skopgraafwerk met handgereedskap doen;

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

(17) graafwerk met handgereedskap verrig;

(18) staalwapeningsmateriaal onder toesig met draad vasbind of vasmaak;

“loon” die bedrag geld betaalbaar aan ’n werknemer kragtens klousule 3 (1) ten opsigte van sy gewone werkure soos voorgeskryf in klousule 5: Met dien verstande dat—

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

2. DEFINITIONS

(1) Unless the contrary intension appears, any expression used in this Order and defined in the Bantu Labour Relations Regulation Act, 1953, shall have the same meaning as in that Act, and unless inconsistent with the context:

“Civil Engineering Industry” means the Industry in which employers (other than local authorities) and employees are associated for excavation work or the construction of docks, harbours, bridges, viaducts, aqueducts, canals, pipe lines, cableducts, aerodromes, bunkers, bins, railways, sea defences, river works, piers, quays, wharves, reservoirs, filter-beds, sewerage works, sewers, tunnels, or gasholders and includes any work of a similar nature but does not include the Roadmaking Industry;

“emergency work” means any work which, owing to unforeseen circumstances such as fire, storm, land subsidence, accident, epidemic, act of violence or theft, must be done without delay and any word connected with the urgent repair of machinery;

“establishment” means any premises in or in connection with which one or more employees are employed in the Civil Engineering Industry;

“local authorities” means divisional councils, city councils, municipal councils, borough councils, town councils, village councils, town boards, local boards, village management boards or health committees, the Transvaal Board for the Development of Peri-Urban Areas established under the Peri-Urban Areas Health Board Ordinance, 1943 (Ordinance 20 of 1943) of the Transvaal, the Local Health Commission constituted under the Local Health Commission (Public Health Areas Control) Ordinance, 1941 (Ordinance 20 of 1941) of Natal, and any other similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961;

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

“Roadmaking Industry” means the Industry in which employers and employees are associated for the purpose of making roads or streets, or levelling, gravelling, covering with concrete or asphaltting premises or sites, and includes any workshop where tools, vehicles or equipment, used in any or all of the above-mentioned activities are made, repaired, checked or overhauled, and further includes all operations incidental to or consequent on any of the aforesaid activities;

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

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

(2) carrying, lifting, moving or stacking tools, goods or materials by hand or non-power-driven device;

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

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

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

(6) filling bags, tins or other containers;

(7) loading or unloading;

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

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

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

(11) operating a hand pump;

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

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

(14) ramming asphalt or soil; or ramming cement or concrete in moulds or ramming concrete in foundations; bolting or otherwise securing parts of or dismantling moulds for cement or concrete products;

(15) shovelling with hand tools;

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

(17) digging with hand tools;

(18) tying or securing steel reinforcing materials with wire under supervision.

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

(i) if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount

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

"wag" 'n werknemer wat persele of eiendom bewaak.

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

3. BESOLDIGING

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

	In die land-drosdistrikte Bellville, Goodwood, Die Kaap, Simonstad en Wynberg	In die land-drosdistrikte Durban, Inanda en Pinetown	In die land-drosdistrikte Bloemfontein, Hopefield, Kimberley, Klerksdorp, Malmesbury, Pietermaritzburg, Potchefstroom, Sasolburg en Vredenburg	In die land-drosdistrikte Kroonstad, Oos-Londen en Welkom	In die land-drosdistrikte Lower Umfolozi en Newcastle	In alle ander gebiede
	Per uur Sent	Per uur Sent	Per uur Sent	Per uur Sent	Per uur Sent	Per uur Sent
Ongeskoolde arbeider.....	46	44	35	33	27	40
Wag.....	50	48	39	37	31	44

Met dien verstande dat, ten einde besoldiging te bereken, daar geag word dat 'n wag 46 uur in 'n bepaalde week gewerk het, afgesien daarvan of hy in daardie week 'n kleiner of groter aantal ure gewerk het.

	In the Magisterial Districts of Bellville, The Cape, Goodwood, Simonstown and Wynberg	In the Magisterial Districts of Durban, Inanda and Pinetown	In the Magisterial Districts of Bloemfontein, Hopefield, Kimberley, Klerksdorp, Malmesbury, Pietermaritzburg, Potchefstroom, Sasolburg and Vredenburg	In the Magisterial Districts of Kroonstad, East London and Welkom	In the Magisterial Districts of Lower Umfolozi and Newcastle	In all other areas
	Per hour Cents	Per hour Cents	Per hour Cents	Per hour Cents	Per hour Cents	Per hour Cents
Unskilled labourer.....	46	44	35	33	27	40
Watchman.....	50	48	39	37	31	44

Provided that, for the purpose of calculating remuneration, a watchman shall be deemed to have worked 46 hours in any week irrespective of whether he has in that week worked a lesser or greater number of hours.

(2) *Berekening van lone.*—(a) Die weekloon van 'n werknemer is sy uurloon vermenigvuldig met die getal gewone werkure wat hy gewoonlik in 'n week werk.

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

(c) Die dagloon van 'n werknemer is sy weekloon gedeel deur—

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

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

4. BETALING VAN BESOLDIGING

(1) Behoudens klousule 6 (4), moet alle bedrae wat aan 'n werknemer verskuldig is, weekliks of tweeweekliks of, met die toestemming van die werknemer, maandeliks gedurende die werkure of binne 15 minute na uitskeityd op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer, of by diensbeëindiging, indien dit voor die gewone betaaldag plaasvind, in kontant betaal word, en sodanige bedrag moet in 'n koefert of houer wees waarop die volgende aangeteken is, of wat vergesel gaan van 'n staat wat die volgende meld:

(a) Die werkgever se naam;

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

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

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

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

(2) For the purpose of this Order 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:

(2) *Calculation of wages.*—(a) The weekly wage of an employee shall be his hourly wage multiplied by the number of ordinary hours of work which he ordinarily works in a week.

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

(c) The daily wage of an employee shall be his weekly wage divided by—

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

(ii) six in the case of any other employee.

4. PAYMENT OF REMUNERATION

(1) Save as provided in clause 6 (4), any amount due to an employee shall be paid in cash weekly or fortnightly, or, with the consent of the employee, monthly, during the hours of work, or within 15 minutes of ceasing work, on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in an envelope or container, on which shall be recorded, or which shall be accompanied by a statement showing—

(a) the employer's name;

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

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

(d) die getal ure wat die werknemer oortyd werk verrig het;
 (e) die werknemer se loon;
 (f) besonderhede van alle ander besoldiging wat uit die werknemer se diens voortspruit;
 (g) besonderhede van alle bedrae wat afgetrek is;
 (h) die bedrag wat werklik aan die werknemer betaal word; en
 (i) die tydperk ten opsigte waarvan die bedrag betaal word;
 en sodanige koevert of houer waarop hierdie besonderhede aange-
 geteken is, of sodanige staat, word die eiendom van die werknemer.

(2) *Premies.*—'n Werkgewer mag nie regstreeks of onregstreeks betaal word of betaling aanneem ten opsigte van die indiensneming of opleiding van 'n werknemer nie: Met dien verstande dat hierdie subklousule nie geld ten opsigte van 'n opleidingskema waartoe 'n werkgewer regtens moet bydra nie.

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

(4) *Kos en inwoning.*—Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om van hom of van enige persoon of op 'n plek wat hy aanwys, kos en inwoning of kos of inwoning aan te neem nie.

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siektebystand-, assuransië-, spaar-, voorsorgs- of pensioenfondse;

(b) behoudens andersluidende bepalinge in hierdie Order, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd op las of op versoek van sy werkgewer, 'n bedrag wat eweredig is aan die afwesigheids tydperk en bereken is op grondslag van die loon wat die werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(c) enige bedrag wat 'n werkgewer regtens of op bevel van 'n bevoegde hof moet of mag aftrek;

(d) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkgewer aan te neem, 'n bedrag wat nie die bedrae hieronder gespesifiseer, te bowe gaan nie:

	Per week	Per maand
	R	R
(i) Kos.....	0,80	3,47
(ii) Inwoning.....	0,40	1,73
(iii) Kos en inwoning.....	1,20	5,20

(e) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgewer aan 'n plaaslike owerheid betaal het ten opsigte van die huur van 'n huis of akkommodasie in 'n hostel wat sodanige werknemer okkupeer in 'n lokasie of Bantodorp wat onder die beheer staan van sodanige plaaslike owerheid.

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

(1) *Gewone werkure.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer gewone werkure as die volgende te werk nie:

(a) In die geval van 'n werknemer wat ses dae in 'n week werk—

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

(ii) behoudens subparagraaf (i) hiervan agt op 'n dag, tensy die ure op een dag hoogstens vyf is, en dan mag die ure op enige van die ander dae na agt en 'n half verleng word;

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

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

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

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

(i) 'n werkgewer met sy werknemer mag ooreenkom om die tydperk van sodanige etenspouse tot minstens 'n halfuur te verkort, en in dié geval, en nadat die werkgewer 'n verklaring van sodanige ooreenkomst aan die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied voorgelê het, mag die etenspouse aldus verkort word;

(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) *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: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(3) *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.

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

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

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

(b) except where otherwise provided in this Order, 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) wherever 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) with the written consent of an employee, a deduction of any amount which an employer has paid to any 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 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 who works a six-day week—

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

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

(b) in the case of an employee who works a five-day week—

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

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

(2) *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—

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

(ii) werktydperke wat deur pouses van korter as 'n uur onderbreek word, behalwe waar voorbehoudsbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;

(iii) indien sodanige pouse langer as 'n uur duur, alle tydperke wat langer as een en 'n kwart uur duur, geag word tyd te wees waarin daar gewerk word;

(iv) hoogstens een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag geag word nie deel van die gewone werkure uit te maak nie;

(v) wanneer 'n werkgewer op 'n dag weens oortydwerk aan 'n werknemer 'n tweede etenspouse moet toestaan, sodanige pouse op versoek van die werknemer na 15 minute verkort mag word, mits die totale tydperk wat die werknemer na die eerste etenspouse van daardie dag werk, hoogstens sewe uur is.

(3) *Werkure moet agtereenvolgend wees.*—Behoudens subklousule (2), moet alle werkure van 'n werknemer op 'n dag agtereenvolgend wees.

(4) *Oortydwerk.*—Alle tyd wat daar langer as die getal gewone werkure voorgeskryf in subklousule (1) gewerk word, behalwe op 'n Sondag, is oortydwerk.

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

(a) tien uur in 'n week in die geval van 'n werknemer wat werksaam is in of in verband met 'n perseel wat 'n fabriek is ooreenkomstig die bedoeling van artikel 3 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941;

(b) vyftien uur in 'n week in die geval van alle ander werknemers.

(6) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortydwerk verrig minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die totale tydperk wat sodanige werknemer aldus in 'n week werk.

(7) *Voorbehoudsbepalings.*—(a) Subklousules (2), (3) en (5) is nie op 'n werknemer van toepassing terwyl hy noodwerk verrig nie.

(b) Hierdie klousule is nie van toepassing nie op 'n wag wie se werkgewer hom 'n rusdag van 24 agtereenvolgende ure ten opsigte van elke week diens toestaan: Met dien verstande dat—

(i) hy hom ten opsigte daarvan minstens sy dagloon betaal;

(ii) 'n werkgewer en sy wag mag ooreenkom om die rusdae oor 'n tydperk van hoogstens 12 agtereenvolgende weke diens te laat ooploop;

(iii) 'n werkgewer sy wag minstens sy loon vir die totale tydperk gewerk op sodanige rusdag, plus 'n bedrag van minstens sy dagloon, kan betaal in plaas daarvan om sodanige rusdag aan hom toe te staan;

(iv) wanneer 'n wag se dienskontrak beëindig word voordat hy al die rusdae waarop hy kragtens hierdie klousule geregtig geword het, toegestaan is, die werkgewer hom ten opsigte van elke sodanige rusdag wat nie toegestaan is nie, minstens sy dagloon moet betaal;

(v) 'n rusdag wat toegestaan word, of in plaas waarvan 'n wag ingevolge hierdie klousule betaal word, vir die toepassing van klousules 6 en 7 geag word 'n dag diens te wees.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), kan 'n werkgewer sy werknemer ten opsigte van elke voltooide tydperk van 12 maande diens by hom, die volgende toestaan:

(a) In die geval van 'n wag, 21 agtereenvolgende kalenderdae verlof;

(b) in die geval van alle ander werknemers, 14 agtereenvolgende kalenderdae verlof;

en moet hy sodanige werknemer ten opsigte van sodanige verlof die volgende betaal:

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

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel, minstens dubbel die weekloon waarop hy vanaf die eerste dag van die verlof geregtig is;

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

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

(i) indien sodanige verlof nie vroeër toegestaan is nie, dit behoudens subklousule (3), so toegestaan moet word dat dit binne vier maande na die voltooiing van die 12 maande diens waarop dit betrekking het, begin, of, indien die werkgewer

(ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) or (v) applies, shall be deemed to be continuous;

(iii) if such interval be longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked;

(iv) not more than one such interval during the ordinary hours of work of an employee on any day shall be deemed not to form part of the ordinary hours of work;

(v) 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 so long as the total period worked by the employee after the first meal interval of the day does not exceed seven hours.

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

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

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

(a) ten hours in any week, in the case of an employee who is employed in or in connection with any premises which constitute a factory within the meaning of section 3 of the Factories, Machinery and Building Work Act, 1941;

(b) fifteen hours in any week, in the case of any other employee.

(6) *Payment for overtime.*—An employer shall pay an employee who works overtime at a rate of not less than one and one-third times his ordinary wage in respect of the total period so worked by such employee in any week.

(7) *Savings.*—(a) The provisions of subclauses (2), (3) and (5) shall not apply to an employee while he is engaged on emergency work.

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

(i) he pays him in respect thereof not less than his daily wage;

(ii) an employer and his watchman may agree that the days of rest may accrue over a period of not more than 12 consecutive weeks of employment;

(iii) an employer may, in lieu of granting his watchman any such day of rest, pay him at a rate of not less than his wage for the total period worked on such day of rest, plus an amount of not less than his daily wage;

(iv) where a watchman's contract of employment terminates before he has been granted all the days of rest to which he has become entitled by virtue of this subclause, the employer shall pay him in respect of each such day of rest not granted an amount of not less than his daily wage;

(v) any day of rest granted, or in lieu of which a watchman is paid in terms of this clause, shall, for the purposes of clauses 6 and 7, be deemed to be a day of employment.

6. ANNUAL LEAVE

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

(a) in the case of a watchman, 21 consecutive calendar days' leave;

(b) in the case of every other employee, 14 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;

Provided that for the purposes 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) (a) 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 four months after the completion of the 12 months of

en werknemer skriftelik daarvoor ooreenkom voordat genoemde tydperk van vier maande verstryk het, die werkgewer sodanige verlof aan die werknemer moet toestaan vanaf 'n datum hoogstens twee maande na verstryking van genoemde tydperk van vier maande;

(ii) die verloftydperk nie met siekteverlof wat kragtens klousule 7 toegestaan is, mag saamval nie;

(iii) indien Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte van Kersdag binne sodanige verloftydperk val, nog 'n werkdag vir elke sodanige vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof, en die werknemer moet 'n bedrag van minstens sy dagloon ten opsigte van elke sodanige dag wat bygevoeg word, betaal word;

(iv) 'n werkgewer alle dae geleentheidsverlof wat gedurende die 12 maande diens waarop die verloftydperk betrekking het op sy werknemer se versoek met volle betaling aan hom toegestaan is, van sodanige verloftydperk mag aftrek.

(3) (a) 'n Werkgewer mag, wanneer sy werknemer skriftelik daarom aansoek doen, die verlof oor 'n tydperk van hoogstens 24 maande diens laat oploop: Met dien verstande dat—

(i) sodanige werknemer die versoek rig binne vier maande nadat die eerste dienstydperk van 12 maande waarop die verlof betrekking het, verstryk het; en

(ii) die werkgewer die ontvangsdatum van die versoek op die versoek aanbring en sy naam daarop teken, en dat hy die versoek vir minstens drie jaar hou vanaf sodanige datum, of die datum waarop die eerste dienstydperk van 12 maande waarop die verlof betrekking het, verstryk, naamlik die jongste datum.

(b) Subklousule (2) is *mutatis mutandis* van toepassing op die verlof wat in hierdie subklousule bedoel word.

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

(5) 'n Werknemer wie se dienskontrak eindig gedurende enige tydperk van 12 maande diens voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van daardie tydperk opge-loop het, moet by sodanige beëindiging benewens enige ander besoldiging wat aan hom verskuldig mag wees ten opsigte van elke voltooide maand van sodanige dienstydperk minstens die volgende bedrag betaal word:

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

(b) in die geval van 'n werknemer in subklousule (1) (b) bedoel, een-sesde;

van die weekloon wat hy onmiddellik vóór die datum van sodanige beëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van 'n verloftydperk wat ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer toegestaan is, 'n proporsionele bedrag mag aftrek: Voorts met dien verstande dat 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis voorgeskryf in klousule 12 te gee of uit te gien het, tensy die werkgewer afgesien het van sodanige kennis of die werknemer die werkgewer in plaas van sodanige diensopsegging betaal het; of

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

(iii) wie se werkgewer hom om 'n regsgeldige rede ontslaan sonder om hom kennis te gee;

nie kragtens hierdie subklousule op betaling geregtig is nie.

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

(7) Vir die toepassing van hierdie klousule word die uitdrukking “diens” geag die volgende in te sluit:

(a) Alle tydperke ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 12 betaal in plaas van om hom kennis te gee;

(b) alle tydperke wat 'n werknemer afwesig is—

(i) met verlof kragtens hierdie klousule;

(ii) met siekteverlof kragtens klousule 7;

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

wat altesaam hoogstens 10 weke beloop; en

(c) alle tye wat 'n werkgewer van sy werknemer vereis om nie te werk nie as gevolg van die wisselvalligheid van die weer, bedryfslapte of onklaarraking van masjinerie;

employment to which it relates or, if the employer and employee have agreed thereto in writing, before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

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

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

(iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his 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 that—

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

(ii) 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 expiration 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 contract of 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 months of such period of employment an amount of not less than—

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

(b) in the case of an employee referred to in subclause (1) (b), 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): Provided further that an employee—

(i) who leaves his employment without having given and served the 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 contract of employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.

(7) For the purposes 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 to not more than 10 weeks; and

(c) any time during which an employee is required by his employer not to work because of the vagaries of the weather, slackness of trade or a breakdown of machinery;

en diens word geag te begin—

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

(ii) in die geval van 'n werknemer wat in diens was voordat hierdie Order in werking getree het en op wie 'n wet wat voorsiening maak vir jaarlikse verlof van toepassing was, maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die datum waarop sodanige diens begin het;

(iii) in die geval van alle ander werknemers, vanaf die datum waarop sodanige werknemer tot sy werkgever se diens toegetree het, of op die datum waarop hierdie Order in werking tree, naamlik die jongste datum.

(8) (a) Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgever vir die doel van jaarlikse verlof te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting sluit vir 14 agtereenvolgende kalenderdae, plus enige bykomende dae wat ingevolge die derde voorbehoudsbepaling van subklousule (2) bygevoeg moet word.

(b) 'n Werknemer wat op die sluitingsdatum van die bedryfsinrigting ingevolge paragraaf (a) nie geregtig is op die volle tydperk van jaarlikse verlof wat in subklousule (1) (b) voorgeskryf word nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgever betaal word op die grondslag in subklousule (5) gemeld, en vir die doeleindes van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting aldus sluit.

7. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgever aan sy werknemer wat weens ongeskiktheid afwesig is, siekteverlof toestaan van—

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

(b) in die geval van alle ander werknemers, altesaam minstens 24 werkdade;

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

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

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever minstens dieselfde bydrae as die werknemer aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat aan die werknemer die waarborg gee dat hy ingeval van ongeskiktheid onder die omstandighede wat in hierdie klousule gemeld word, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdade, na gelang van die geval, betaal sal word in elke tydkring van 24 maande diens, met die uitsondering dat die gewaarborgde tarief gedurende die eerste 24 maande wat die werknemer bydraes betaal nie die aanwaskoers soos uiteengesit in die eerste voorbehoudsbepaling van hierdie subklousule te bowe hoef te gaan nie;

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

(iv) indien 'n werkgever 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, hierdie klousule nie van toepassing is nie.

(2) 'n Werkgever kan, 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 wat oor meer as drie agtereenvolgende kalenderdae strek; of

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

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid aangegee

and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Order 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 Order 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 Order, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of 12 months, close his establishment for 14 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) (b) 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.

7. SICK LEAVE

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

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

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

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

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

(ii) this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for 20 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 need not exceed the rate of accrual set out in the first proviso to this subclause;

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

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

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

(a) for a period covering more than three 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, Republic Day, the Day of the Covenant or Christmas Day;

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has

word: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke betaling ingevolge hierdie klousule by twee of meer geleenthede ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt agtereenvolgende weke onmiddellik na die laaste sodanige geleentheid van hom kan vereis om ten opsigte van enige afwesigheid so 'n sertifikaat voor te lê.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgever weens ongeskiktheid '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, na afloop van gemelde diens tydkring, of by diensbeëindiging voor sodanige afloop, hom ten opsigte van dié langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat by sodanige afloop of beëindiging aan hom toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking “diens” geag ook die volgende te omvat:

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

(aa) met verlof kragtens klousule 6;

(bb) op las of versoek van sy werkgever;

(cc) met siekteverlof kragtens subklousule (1),

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

(ii) alle tyd wat 'n werkgever weens die wisselvalligheid van die weer, 'n bedryfslapte of 'n onklaarraking van masjinerie van sy werknemer vereis om nie te werk nie;

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

(b) beteken “ongeskiktheid” onvermoë om te werk weens siekte of besering, behalwe as dit veroorsaak is deur—

(i) 'n werknemer se eie wangedrag; of

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

8. OPENBARE VAKANSIEDAE EN SONDAE

(1) Behoudens klousules 4 (5) en 6 (2), indien 'n werknemer nie op Nuwejaarsdag, Goede Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk nie, moet sy werkgever hom ten opsigte van sodanige dag minstens sy dagloon betaal.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goede Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgever hom, behoudens klousule 4 (5), ten opsigte van sodanige dag minstens sy dagloon betaal, plus sy uurloon vir die totale tydperk wat die werknemer altesaam op sodanige dag gewerk het: Met dien verstande dat waar daar van sodanige werknemer vereis of hy toegelaat word om vir minder as vier uur op sodanige dag te werk, hy geag moet word vir vier uur te gewerk het.

(3) *Betaling vir werk op 'n Sondag.*—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 langer as vier uur werk, minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon, naamlik die grootste bedrag; of

(b) die werknemer minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het, en hom binne 14 dae na sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat waar daar van sodanige werknemer vereis of hy toegelaat word om vir minder as vier uur op sodanige Sondag te werk, hy geag word vier uur te gewerk het.

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

9. STUKWERK

(1) 'n Werkgever kan 'n stukwerkstelsel invoer en, behoudens klousule 4 (5), moet die werkgever sy werknemer wat vir 'n tydperk volgens sodanige stukwerkstelsel werk, besoldig teen die lone wat kragtens sodanige stelsel van toepassing is: Met dien verstande dat die werkgever hom ten opsigte van elke week waarin sodanige werknemer stukwerk verrig het, ongeag die hoeveelheid werk gedaan, minstens die bedrag moet betaal wat hy sodanige werknemer vir dié week sou moes betaal het indien hy op 'n tydgrondslag besoldig was.

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 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 only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken.

(4) For the purposes 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 time during which an employee is required by his employer not to work because of the vagaries of the weather, slackness of trade or a breakdown of machinery;

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 Order shall for the purposes of this clause be deemed to be employment under this Order, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Order;

(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 AND SUNDAYS

(1) Subject to the provisions of clauses 4 (5) and 6 (2), if an employee does not work on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, his employer shall pay him in respect of such day not less than his daily wage.

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day his employer shall, save as provided in clause 4 (5), pay him in respect of such day not less than his daily wage, plus at the rate of his hourly wage for the total period worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

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

(a) pay the employee—

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

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

(b) pay him at a rate not less than one and one-third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within 14 days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday, he shall be deemed to have worked for four hours.

(4) This clause shall not apply to a watchman.

9. PIECE-WORK

(1) An employer may introduce any piece-work system and, save as provided in clause 4 (5), the employer shall pay his employee who is employed on such piece-work system for any period, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall, in respect of each week in which such employee does piece-work, pay him not less than the amount which he would have been required to pay such employee for that week had he been remunerated on the basis of time worked.

(2) 'n Werkgewer moet 'n lys van die lone wat in subklousule (1) gemeld word, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.

10. BESKERMENDE KLERE, UNIFORMS OF OORPAKKE

(1) Wanneer 'n werknemer in sy werk blootgestel word aan natprosesse, hitte, of enige giftige, byt- of ander skadelike stof wat die werknemer moontlik kan beseer of siek maak, of sy klere kan beskadig, moet sy werkgewer sodanige beskermende klere, oorpakke, skermbrille, handskoene, skoene en self as wat nodig mag wees om die werknemer behoorlik teen sodanige blootstelling te beskerm gratis aan hom verskaf en moet hy sodanige artikels gratis in 'n bruikbare toestand hou, en sodanige artikel bly die eiendom van die werkgewer.

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

11. VERBOD OP INDIENSNEMING

'n Werkgewer mag niemand onder die ouderdom van 15 jaar in diens neem nie.

12. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer wat die dienskontrak wil beëindig, moet minstens twee uur kennis van beëindiging van die dienskontrak gee, of 'n werkgewer of werknemer kan die kontrak sonder kennisgewing beëindig deur aan die werknemer, of aan die werkgewer, na gelang van die geval, minstens dubbel die uurloon wat die werknemer ten tyde van sodanige beëindiging ontvang, in plaas van sodanige kennisgewing te betaal: Met dien verstande dat dit nie die volgende raak nie:

(i) Die reg van 'n werkgewer of sy werknemer om die dienskontrak om 'n regsgeldige rede sonder diensopsegging te beëindig;

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

(iii) enige verbeurings of boetes wat regtens van toepassing mag wees op 'n werknemer wat dros.

(2) Waar daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) is, moet die betaling in plaas van kennisgewing ooreenkoms met die opseggingstermyn waaroor ooreengekom is.

(3) Die kennis voorgeskryf in subklousule (1) mag op enige werkdag gegee word: Met dien verstande dat—

(i) die opseggingstermyn nie mag saamval nie met en dat kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof wat kragtens klousule 6 toegestaan is;

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

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

13. DIENSSERTIFIKAAT

Wanneer 'n dienskontrak beëindig word, behalwe in die geval van 'n werknemer wat dros, moet die werkgewer aan die betrokke werknemer 'n dienssertifikaat gee wat wesenlik in die vorm is wat in die Aanhangsel van hierdie Order voorgeskryf word, en waarin die volle naam van die werkgewer en van sy werknemer, die beroep van die werknemer, die aanvangs- en die beëindigingsdatum van die kontrak en die werknemer se uurloon op die datum van sodanige beëindiging aangegee word.

14. VERLOFTOELAE

Ondanks andersluidende bepalings in hierdie Order, is klousule 6 nie van toepassing nie op 'n werknemer wie se werkgewer hom gereeld, wanneer hy sodanige werknemer se besoldiging betaal wat aan hom verskuldig is, krediteer met 'n toelae in plaas van die verlof voorgeskryf in klousule 6: Met dien verstande dat—

(i) die totale toelae waarmee die werknemer aldus oor 'n tydperk gekrediteer word, minstens die bedrag is wat die werkgewer hom ten opsigte van verlof vir sodanige tydperk ingevolge klousule 6 sou moes betaal het indien daardie klousule op sodanige werknemer van toepassing was;

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

10. PROTECTIVE CLOTHING, UNIFORMS OR OVERALLS

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

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

11. PROHIBITION OF EMPLOYMENT

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, who desires to terminate the contract of employment, shall give not less than two hours' 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 double the hourly wage which the employee is receiving at the time of such termination: Provided that this shall not effect—

(i) the right of an employer or 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 subclause (1), the payment in lieu of notice shall correspond to 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;

(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 Order, 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 Order, an amount of not more than that which such employee would have had to pay him in lieu of notice.

13. CERTIFICATE OF SERVICE

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee with a certificate of service, substantially in the form prescribed in the Annexure to this Order, 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 hourly wage at the date of such termination.

14. LEAVE ALLOWANCE

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

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

- (ii) op die laaste betaaldag voordat enige verlof sonder betaling aan die werknemer toegestaan word, of by diensbeëindiging, die werkgever sodanige werknemer die bedrag aan toelae moet betaal wat op daardie tydstip in sy krediet staan;
- (iii) indien sodanige werkgever sodanige werknemer verlof sonder betaling toestaan bo en behalwe die betaling van die toelae, klousule 6 (8) *mutatis mutandis* ten opsigte van sodanige verlof sonder betaling geld.

AANHANGSEL

Ek/Ons (a).....
 wat te.....
 die Siviele Ingenieursnywerheid beoefen, 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.....
 sent per uur.

(Handtekening van werkgever of gemagtigde verteenwoordiger)

Datum.....

- (a) Skrap wat nie van toepassing is nie.
 (b) Meld die beroep waarin die werknemer uitsluitlik of hoofsaaklik werksaam was, naamlik arbeider of wag.

No. R. 1341

11 Julie 1975

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

SIVIELE INGENIEURSNYWERHEID

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Order vir die Siviele Ingenieursnywerheid, gepubliseer by Goewermentskennisgewing R. 1340 van 11 Julie 1975, oor die algemeen vir werknemers wie se werke en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

No. R. 1342

11 Julie 1975

WET OP DIE REËLING VAN BANTOE-ARBEIDS-
VERHOUDINGE, 1953

PADMAAKNYWERHEID.—ORDER

Ek, Marais Viljoen, Minister van Arbeid—

(a) bepaal hierby, kragtens artikel 11A (3) van die Wet op die Reëling van Bantoe-arbeidsverhoudinge, 1953, dat die bepalings van die Order wat ek kragtens artikel 11A (2) van daardie Wet ten opsigte van die Padmaaknywerheid gemaak het en wat in die Bylae hiervan verskyn, met ingang van 15 Julie 1975 bindend is vir alle werkgevers en werknemers in genoemde Nywerheid wat daardeur geraak word; en

(b) verklaar hierby, kragtens artikel 14 (1), soos toegepas by artikel 11A (5), van genoemde Wet, dat die bepalings van genoemde Order, met ingang van 15 Julie 1975 en vir die tydperk wat op 14 Julie 1977 eindig, *mutatis mutandis* van toepassing is ten opsigte van persone wat werknemers is soos in die Wet op Nywerheidsversoening, 1956, omskryf.

M. VILJOEN, Minister van Arbeid.

(ii) on the last pay-day before the commencement of any unpaid leave granted to the employee or upon the termination of his employment, the employer shall pay such employee the amount of the allowance then standing to his credit;

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

ANNEXURE

I/We (a).....
 carrying on trade in the Civil Engineering Industry 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.....
 cents per hour.

(Signature of employer or authorised representative)

Date.....

- (a) Delete whichever inapplicable.
 (b) State occupation in which employee was wholly or mainly engaged, viz. labourer, or watchman.

No. R. 1341

11 July 1975

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

CIVIL ENGINEERING INDUSTRY

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Order for the Civil Engineering Industry, published under Government Notice R. 1340 of 11 July 1975, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN, Minister of Labour.

No. R. 1342

11 July 1975

BANTU LABOUR RELATIONS REGULATIONS
ACT, 1953

ROADMAKING INDUSTRY.—ORDER

I, Marais Viljoen, Minister of Labour—

(a) hereby, in terms of section 11A (3) of the Bantu Labour Relations Regulation Act, 1953, determine that the provisions of the Order made by me in terms of section 11A (2) of that Act in respect of the Road-making Industry and which appears in the Schedule hereto, shall be binding, with effect from 15 July 1975, upon all employers and employees in the said Industry who are affected thereby; and

(b) hereby, in terms of section 14 (1), as applied by section 11A (5), of the said Act, declare that the provisions of the said Order shall, with effect from 15 July 1975 and for the period ending 14 July 1977, *mutatis mutandis* apply in respect of persons who are employees as defined in the Industrial Conciliation Act, 1956.

M. VILJOEN, Minister of Labour.

BYLAE

ORDER

1. GEBIED EN BESTEK VAN ORDER

Hierdie Order is van toepassing op alle werknemers vir wie lousule 3 voorgeskryf is wat in diens is in die Padmaaknywerheid en op werkgewers van sodanige werknemers in die volgende gebiede:

Kaapprovinsie.—Die landdrosdistrikte Bellville, Die Kaap, Oos-Londen, Goodwood, Hopefield, Kimberley, Kuilsrivier, Malmesbury, Paarl, Port Elizabeth, Simonstad, Somerset-Wes, Stellenbosch, Strand, Vredenburg en Wynberg.

Natal.—Die landdrosdistrikte Durban, Inanda, Lower Umfolozi, Newcastle, Pinetown en Pietermaritzburg.

Oranje-Vrystaat.—Die landdrosdistrikte Bloemfontein, Kroonstad, Odendaalsrus, Sasolburg, Virginia en Welkom.

Transvaal.—Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Klerksdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark en Vereeniging.

2. WOORDOMSKRYWING

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Order gebesig en in die Wet op die Reëling van Bantoe-arbeidsverhoudinge, 1953, omskryf word, dieselfde betekenis as in daardie Wet en, tensy onbestaanbaar met die samehang, beteken—

“ambagsman” ’n werknemer wat werk doen wat gewoonlik deur ’n geskoolde ambagsman verrig word, en by die toepassing van hierdie omskrywing beteken die uitdrukking “geskoolde ambagsman” iemand wat sy vakleerlingskap gedien het in ’n bedryf wat aangewys is of geag word aangewys te wees kragtens die Wet op Vakleerlinge, 1944, of wat ’n vaardigheidsertifikaat besit wat aan hom uitgereik is deur die Registrateur van Vakleerlinge kragtens artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of ’n sertifikaat aan hom uitgereik deur genoemde Registrateur kragtens of artikel 2 (7) of artikel 7 (3) van genoemde Wet;

“onderbaas” ’n werknemer wat, onder die algemene toesig van ’n voorman, beheer het oor ’n groep werknemers, uitgesonderd slegs arbeiders, en wat verantwoordelik daarvoor is dat hulle hul pligte doeltreffend verrig;

“noodwerk” enige werk wat as gevolg van onvoorsiene omstandighede soos brand, storms, grondinsakkings, ongelukke, epidemie, geweldde of diefstal, sonder versuim gedoen moet word, en alle werk in verband met die dringende herstel van masjinerie;

“bedryfsinrigting” alle persele waarin of in verband waarmee een of meer werknemers in die Padmaaknywerheid in diens is;

“voorman” ’n werknemer wat in beheer is van en beheer uitoefen oor die werknemers in ’n bedryfsinrigting, wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig en wat arbeiders in diens neem en ontslaan;

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

“indoena” ’n werknemer wat, onder die toesig van ’n voorman of ’n onderbaas, in beheer is van ’n groep arbeiders;

“arbeider” ’n werknemer wat een of meer van die volgende werksaamhede verrig:

(1) ’n Ambagsman help maar nie deur die selfstandige gebruik van die gereedskap van sy ambag nie;

(2) gereedskap, goedere of materiaal met die hand of met ’n nie-kraangedrewe toestel dra, optel, verskuif of opstapel;

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

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

(5) boodskappe, briewe of pakette aflewer of vervoer, behalwe deur middel van ’n kraangedrewe voertuig;

(6) sakke, blikke of ander houers volmaak;

(7) laai of aflaai;

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

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

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

SCHEDULE

ORDER

1. AREA AND SCOPE OF ORDER

This Order shall apply to all employees for whom wages are prescribed in clause 3 who are employed in the Roadmaking Industry and to the employers of such employees in the following areas:

Cape Province.—The Magisterial Districts of Bellville, The Cape, East London, Goodwood, Hopefield, Kimberley, Kuils River, Malmesbury, Paarl, Port Elizabeth, Simonstown, Somerset West, Stellenbosch, Strand, Vredenburg and Wynberg.

Natal.—The Magisterial Districts of Durban, Inanda, Lower Umfolozi, Newcastle, Pinetown and Pietermaritzburg.

Orange Free State.—The Magisterial Districts of Bloemfontein, Kroonstad, Odendaalsrus, Sasolburg, Virginia and Welkom.

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Klerksdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark and Vereeniging.

2. DEFINITIONS

(1) Unless the contrary intention appears, any expression used in this Order and defined in the Bantu Labour Relations Regulation Act, 1953, shall have the same meaning as in that Act and unless inconsistent with the context—

“artisan” means an employee who is engaged in work normally performed by a skilled artisan, and for the purpose of this definition the expression “skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

“chargehand” means an employee who, under the general supervision of a foreman, is in charge of a group of employees, other than solely labourers, and who is responsible for the efficient performance by them of their duties;

“emergency work” means any work which owing to unforeseen circumstances such as fire, storm, land subsidence, accident, epidemic, act of violence or theft, must be done without delay and any work connected with the urgent repair of machinery;

“establishment” means any premises in or in connection with which one or more employees are employed in the Roadmaking Industry;

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

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

“induna” means an employee who, under the supervision of a foreman or a chargehand, is in charge of a group of labourers;

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

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

(2) carrying, lifting, moving or stacking tools, goods or materials by hand or non-power-driven device;

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

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

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

(6) filling bags, tins or other containers;

(7) loading or unloading;

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

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

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

- (11) 'n handpomp bedien;
 (12) beton-, staal- of ander pype in posisie plaas;
 (13) kruiwaens, trollies of ander handvoertuie trek of stoot;
 (14) asfalt of grond deur middel van ysterstampers instamp;
 (15) met handgereedskap skopgraafwerk doen;
 (16) gemengde asfalt, klip of gruis deur middel van 'n skopgraaf, hark, vurk, kan of kruiwa spreid;
 (17) met handgereedskap grawe;

"plaaslike owerhede" afdelingsrade, stadsrade, munisipale rade, dorpsrade, dorpsbesture, plaaslike bestuursrade, dorpsbestuursrade of gesondheidskomitees, die Transvaalse Raad vir die Ontwikkeling van Buite-stedelike Gebiede ingestel kragtens die Ordonnansie tot Instelling van 'n Gesondheidsraad vir Buite-stedelike Gebiede, 1943 (Ordonnansie 20 van 1943) van Transvaal, die Kommissie vir Plaaslike Gesondheid ingestel kragtens die Ordonnansie op die Kommissie vir Plaaslike Gesondheid (Beheer oor Openbare Gesondheidsgebiede), 1941 (Ordonnansie 20 van 1941) van Natal, en enige ander instelling of liggaam van soortgelyke aard wat in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961, beoog word;

"stukwerk" enige stelsel waarvolgens 'n werknemer se besoldiging gebaseer word op die hoeveelheid gedane werk;

"Padmaaknywerheid" die Nywerheid waarin werkgewers (uitgesonderd plaaslike owerhede) en werknemers met mekaar geassosieer is met die doel om paaie of strate te maak of persele of terreine gelyk te maak, te gruis, met beton te bedek of te asfalteer en omvat dit ook enige werkwinkel waar gereedskap, voertuie of uitrusting wat by enige van of al voorgenoemde werksaamhede gebruik word, gemaak, herstel, nagesien of opgeknap word en omvat dit verder alle werksaamhede wat met enigeen van voormelde bedrywighede in verband staan of daaruit voortspruit;

"loon" die bedrag geld betaalbaar aan 'n werknemer kragtens klousule 3 (1) ten opsigte van sy gewone werkure soos voorgeskryf in klousule 5: Met dien verstande dat—

(i) waar 'n werkgewer 'n werknemer, ten opsigte van sodanige gewone werkure, gereeld 'n hoër bedrag betaal as dié wat in klousule 3 (1) voorgeskryf word, dit sodanige hoër bedrag beteken;

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

"wag" 'n werknemer wat perseel of eiendom bewaak.

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

3. BESOLDIGING

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

	In die land-drosdistrikte Bellville, Goodwood, Die Kaap, Simonstad en Wynberg	In die land-drosdistrikte Durban, Inanda en Pinetown	In die land-drosdistrikte Bloemfontein, Hopefield, Kimberley, Klerksdorp, Malmesbury, Pietermaritzburg, Potchefstroom, Sasolburg en Vredenburg	In die land-drosdistrikte Kroonstad, Odendaalsrus, Oos-Londen, Virginia en Welkom	In die land-drosdistrikte Lower Umfolozini en Newcastle	In alle ander gebiede
	Per uur Sent	Per uur Sent	Per uur Sent	Per uur Sent	Per uur Sent	Per uur Sent
Smeerder.....	49	47	38	36	30	43
Indoena.....	49	47	38	36	30	43
Arbeider.....	46	44	35	33	27	40
Bediener van 'n krag-aangedrewe roller of triller wat deur 'n persoon te voet beheer word	49	47	38	36	30	43
Wag.....	50	48	39	37	31	44

- (11) operating a hand pump;
 (12) placing concrete, steel or other pipes into position;
 (13) pulling or pushing wheelbarrows, trolleys or other manually propelled vehicles;
 (14) ramming asphalt or soil by means of iron rammers;
 (15) shovelling with hand tools;
 (16) spreading mixed asphalt, stone or gravel by means of a shovel, rake, fork, can or wheelbarrow;
 (17) digging with hand tools;

"local authorities" mean divisional councils, city councils, municipal councils, borough councils, town councils, village councils, town boards, local boards, village management boards or health committees, the Transvaal Board for the Development of Peri-Urban Areas established under the Peri-Urban Areas Health Board Ordinance, 1943 (Ordinance 20 of 1943), of the Transvaal the Local Health Commission constituted under the Local Health Commission (Public Health Areas Control) Ordinance, 1941 (Ordinance 20 of 1941), of Natal, and any other similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961;

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

"Roadmaking Industry" means the Industry in which employers (other than local authorities) and employees are associated for the purpose of making roads or streets, or levelling, gravelling, covering with concrete or asphaltting premises or sites, and includes any workshop where tools, vehicles or equipment used in any or all of the above-mentioned activities, are made, repaired, checked or overhauled, and further includes all operations incidental to or consequent on any of the aforesaid activities;

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

(i) if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;

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

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

(2) For the purpose of this Order 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:

Met dien verstande dat, ten einde besoldiging te bereken, daar geag word dat 'n wag 46 uur in 'n bepaalde week gewerk het, afgesien daarvan of hy in daardie week 'n kleiner of groter aantal ure gewerk het.

	In the Magisterial Districts of Bellville, Goodwood, The Cape, Simonstown and Wynberg	In the Magisterial Districts of Durban, Inanda and Pinetown	In the Magisterial Districts of Bloemfontein, Hopefield, Kimberley, Klerksdorp, Malmesbury, Pietermaritzburg, Potchefstroom, Sasolburg and Vredenburg	In the Magisterial Districts of Kroonstad, Odendaalsrus, East London, Virginia and Welkom	In the Magisterial Districts of Lower Umfolozi and Newcastle	In all other areas
	Per hour Cents	Per hour Cents	Per hour Cents	Per hour Cents	Per hour Cents	Per hour Cents
Greaser.....	49	47	38	36	30	43
Induna.....	49	47	38	36	30	43
Labourer.....	46	44	35	33	27	40
Operator of a power-driven pedestrian controlled roller or vibrator	49	47	38	36	30	43
Watchman.....	50	48	39	37	31	44

Provided that, for the purpose of calculating remuneration, a watchman shall be deemed to have worked 46 hours in any week, irrespective of whether he has in that week worked a lesser or greater number of hours.

(2) *Berekening van loon*.—(a) Die weekloon van 'n werknemer is sy uurloon vermenigvuldig met die getal gewone werkure wat hy gewoonlik in 'n week werk.

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

(c) Die dagloon van 'n werknemer is sy weekloon gedeel deur—

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

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

4. BETALING VAN BESOLDIGING

(1) Behoudens klousule 6 (4), moet alle bedrae wat aan 'n werknemer verskuldig is, weekliks of tweeweekliks of, met die toestemming van die werknemer, maandeliks, gedurende die werkure of binne 15 minute na uitskei tyd op die gewone betaal-dag van die bedryfsinrigting vir sodanige werknemer, of by diens-beëindig, indien dit voor die gewone betaaldag plaasvind, in kontant betaal word, en sodanige bedrag moet in 'n koever of houer wees waarop die volgende aangeteken is, of wat vergesel gaan van 'n staat wat die volgende meld:

- Die werkgewer se naam;
- die werknemer se naam of sy nommer op die betaalstaat;
- die getal gewone werkure wat die werknemer gewerk het;
- die getal ure wat die werknemer oortydwerk verrig het;
- die werknemer se loon;
- besonderhede van alle ander besoldiging wat uit die werknemer se diens voortspruit;
- besonderhede van alle bedrae wat afgetrek is;
- die bedrag wat werklik aan die werknemer betaal word; en
- die tydperk ten opsigte waarvan die bedrag betaal word;

en sodanige koever of houer waarop hierdie besonderhede aangeteken is of sodanige staat, word die eiendom van die werknemer.

(2) *Premies*.—'n Werkgewer mag nie regstreeks of onregstreeks betaal word of betaling aanneem ten opsigte van die indiens-neming of opleiding van 'n werknemer nie: Met dien verstande dat hierdie subklousule nie geld ten opsigte van 'n opleidingskema waartoe 'n werkgewer regtens moet bydra nie.

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

(4) *Kos en inwoning*.—Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om van hom of van enige persoon of plek wat hy aanwys, kos en inwoning of kos of inwoning aan te neem nie.

(5) *Afrekkings*.—'n Werkgewer mag 'n werknemer geen boetes ople of enige bedrae van sy werknemer se besoldiging afrek nie: Met dien verstande dat hy die volgende bedrae mag afrek:

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siektebystands-, assuransië-, spaar-, voorsorgs- of pensioenfondse;

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

(2) *Calculation of wages*.—(a) The weekly wage of an employee shall be his hourly wage multiplied by the number of ordinary hours of work which he ordinarily works in a week.

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

(c) The daily wage of an employee shall be his weekly wage divided by—

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

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

4. PAYMENT OF REMUNERATION

(1) Save as provided in clause 6 (4), any amount due to an employee shall be paid in cash weekly or fortnightly, or, with the consent of the employee, monthly, during the hours of work, or within 15 minutes of ceasing work, on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in an envelope or container, on which shall be recorded, or which shall be accompanied by a statement showing—

- the employer's name;
- the employee's name or his number on the pay-roll;
- the number of ordinary hours of work worked by the employee;
- the number of overtime hours worked by the employee;
- the employee's wage;
- the details of any other remuneration arising out of the employee's employment;
- the details of any deductions made;
- the actual amount paid to the employee; and
- 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) *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: Provided that this sub-clause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(3) *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.

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

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

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

(b) except where otherwise provided in this Order, 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) enige bedrag wat 'n werkgewer regtens of op bevel van 'n bevoegde hof moet of wat aftrek;

(d) wanneer 'n werknemer daartoe instem of daaringevolgt die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkgewer aan te neem 'n bedrag wat nie die bedrae hieronder gespesifiseer, te bowe gaan nie:

	Per week R	Per maand R
(i) Kos.....	0,80	3,47
(ii) Inwoning.....	0,40	1,73
(iii) Kos en inwoning.....	1,20	5,20

(e) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgewer aan 'n plaaslike owerheid betaal het ten opsigte van die huur van 'n huis of akkommodasie in 'n hostel wat sodanige werknemer okkupeer in 'n lokasie of Bantodorp wat onder die beheer van sodanige plaaslike owerheid staan.

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

(1) *Gewone werkure.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer gewone werkure as die volgende te werk nie:

(a) In die geval van 'n werknemer wat ses dae in 'n week werk—

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

(ii) behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, en dan mag die ure op enige van die ander dae na agt en 'n half verleng word;

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

(i) Ses-en-veertig in 'n week vanaf Maandag tot en met Vrydag; en

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

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

(i) 'n werkgewer met sy werknemer mag ooreenkom om die tydperk van sodanige etenspouse tot minstens 'n halfuur te verkort, en in dié geval, en nadat die werkgewer 'n verklaring van sodanige ooreenkomst aan die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied voorgelê het, mag die etenspouse aldus verkort word;

(ii) werktydperke wat deur pouses van korter as 'n uur onderbreek word, behalwe waar voorbehoudbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;

(iii) indien sodanige pouse langer as 'n uur duur, alle tydperke wat langer as een en 'n kwart uur duur, geag word tye te wees waarin daar gewerk word;

(iv) hoogstens een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag geag word nie deel van die gewone werkure uit te maak nie;

(v) wanneer 'n werkgewer op 'n dag weens oortydwerk aan 'n werknemer 'n tweede etenspouse moet toestaan, sodanige pouse op versoek van die werknemer na 15 minute verkort mag word, mits die totale tydperk wat die werknemer na die eerste etenspouse van daardie dag werk, hoogstens sewe uur is.

(3) *Werkure moet agtereenvolgend wees.*—Behoudens subklousule (2), moet alle werkure van 'n werknemer op 'n dag agtereenvolgend wees.

(4) *Oortydwerk.*—Alle tyd wat daar langer as die getal gewone werkure voorgeskryf in subklousule (1) gewerk word, behalwe op 'n Sondag, is oortydwerk.

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

(a) tien uur in 'n week in die geval van 'n werknemer wat werksaam is in of in verband met 'n perseel wat 'n fabriek is ooreenkomstig die bedoeling van artikel 3 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941;

(b) vyftien uur in 'n week in die geval van alle ander werknemers.

(6) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortydwerk verrig minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die totale tydperk wat sodanige werknemer aldus in 'n week werk.

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

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

	Per week R	Per month R
(i) Board.....	0,80	3,47
(ii) Lodging.....	0,40	1,73
(iii) Board and lodging.....	1,20	5,20

(e) with the written consent of an employee, a deduction of any amount which an employer has paid to any 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 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 who works a six-day week—

(i) 46 in any week from Monday to Saturday, inclusive; and

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

(b) in the case of an employee who works a five-day week—

(i) 46 in any week from Monday to Friday, inclusive; and

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

(2) *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—

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

(ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) or (v) applies, shall be deemed to be continuous;

(iii) if such interval be longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked;

(iv) not more than one such interval during the ordinary hours of work of an employee on any day shall be deemed not to form part of the ordinary hours of work;

(v) 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 so long as the total period worked by the employee after the first meal interval of the day does not exceed seven hours.

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

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

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

(a) 10 hours in any week, in the case of an employee who is employed in or in connection with any premises which constitute a factory within the meaning of section 3 of the Factories, Machinery and Building Work Act, 1941;

(b) 15 hours in any week, in the case of any other employee.

(6) *Payment for overtime.*—An employer shall pay an employee who works overtime at a rate of not less than one and one-third times his ordinary wage in respect of the total period so worked by such employee in any week.

(7) *Voorbehoudsbepalings*.—(a) Subklousules (2), (3) en (5) is nie op 'n werknemer van toepassing terwyl hy noodwerk verrig nie.

(b) Hierdie klousule is nie van toepassing nie op 'n wag wie se werkgewer hom 'n rusdag van 24 agtereenvolgende ure ten opsigte van elke week diens toestaan: Met dien verstande dat—

(i) hy hom ten opsigte daarvan minstens sy dagloon betaal;

(ii) 'n werkgewer en sy wag mag ooreenkom om die rusdae oor 'n tydperk van hoogstens 12 agtereenvolgende weke diens te laat oploop;

(iii) 'n werkgewer sy wag minstens sy loon vir die totale tydperk gewerk op sodanige rusdag, plus 'n bedrag van minstens sy dagloon, kan betaal in plaas daarvan om sodanige rusdag aan hom toe te staan;

(iv) wanneer 'n wag se dienskontrak beëindig word voordat hy al die rusdae waarop hy kragtens hierdie klousule geregtig geword het, toegestaan is, die werkgewer hom ten opsigte van elke sodanige rusdag wat nie toegestaan is nie, minstens sy dagloon moet betaal;

(v) 'n rusdag wat toegestaan word, of in plaas waarvan 'n wag ingevolge hierdie klousule betaal word, vir die toepassing van klousules 6 en 7 geag word 'n dag diens te wees.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), kan 'n werkgewer sy werknemer ten opsigte van elke voltooide tydperk van 12 maande diens by hom, die volgende toestaan:

(a) In die geval van 'n wag, 21 agtereenvolgende kalenderdae verlof;

(b) in die geval van alle ander werknemers, 14 agtereenvolgende kalenderdae verlof;

en moet hy sodanige werknemer ten opsigte van sodanige verlof die volgende betaal:

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

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel, minstens dubbel die weekloon waarop hy vanaf die eerste dag van die verlof geregtig is;

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

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

(i) indien sodanige verlof nie vroeër toegestaan is nie dit, behoudens subklousule (3), so toegestaan moet word dat dit binne vier maande na die voltooiing van die 12 maande diens waarop dit betrekking het, begin, of, indien die werkgewer en werknemer skriftelik daarvoor ooreenkom voordat genoemde tydperk van vier maande verstryk het die werkgewer sodanige verlof aan die werknemer moet toestaan vanaf 'n datum hoogstens twee maande na verstryking van genoemde tydperk van vier maande;

(ii) die verloftydperk nie met siekteverlof wat kragtens klousule 7 toegestaan is, mag saamval nie;

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

(iv) 'n werkgewer alle dae geleentheidsverlof wat gedurende die 12 maande diens waarop die verloftydperk betrekking het op sy werknemer se versoek met volle betaling aan hom toegestaan is, van sodanige verloftydperk mag aftrek.

(3) (a) 'n Werkgewer mag, wanneer sy werknemer skriftelik daarom aansoek doen, die verlof oor 'n tydperk van hoogstens 24 maande diens laat oploop: Met dien verstande dat—

(i) sodanige werknemer die versoek rig binne vier maande nadat die eerste dienstrydperk van 12 maande waarop die verlof betrekking het, verstryk het; en

(ii) die werkgewer die ontvangsdatum van die versoek op die versoek aanbring en sy naam daaronder teken, en dat hy die versoek vir minstens drie jaar hou vanaf sodanige datum, of die datum waarop die eerste dienstrydperk van 12 maande waarop die verlof betrekking het, verstryk, naamlik die jongste datum.

(b) Subklousule (2) is *mutatis mutandis* van toepassing op die verlof wat in hierdie subklousule bedoel word.

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

(7) *Savings*.—(a) The provisions of subclauses (2), (3) and (5) shall not apply to an employee while he is engaged on emergency work.

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

(i) he pays him in respect thereof not less than his daily wage;

(ii) an employer and his watchman may agree that the days of rest may accrue over a period of not more than 12 consecutive weeks of employment;

(iii) an employer may, in lieu of granting his watchman any such day of rest, pay him at a rate of not less than his wage for the total period worked on such day of rest, plus an amount of not less than his daily wage;

(iv) where a watchman's contract of employment terminates before he has been granted all the days of rest to which he has become entitled by virtue of this subclause, the employer shall pay him in respect of each such day of rest not granted an amount of not less than his daily wage;

(v) any day of rest granted, or in lieu of which a watchman is paid in terms of this clause, shall, for the purposes of clauses 6 and 7, be deemed to be a day of employment.

6. ANNUAL LEAVE

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

(a) in the case of a watchman, 21 consecutive calendar days' leave;

(b) in the case of every other employee, 14 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:

Provided that for the purposes 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) (a) 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 four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing, before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

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

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

(iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his 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 that—

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

(ii) 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 expiration 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) 'n Werknemer wie se dienskontrak eindig gedurende enige tydperk van 12 maande diens voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van daardie tydperk opge-loop het, moet by sodanige beëindiging benewens enige ander besoldiging wat aan hom verskuldig mag wees ten opsigte van elke voltooide maand van sodanige dienstydsperk minstens die volgende bedrag betaal word:

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

(b) in die geval van 'n werknemer in subklousule (1) (b) bedoel, een sesde;

van die weekloon wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van 'n verloftydperk wat ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer toegestaan is, 'n proporsionele bedrag mag aftrek: Voorts met dien verstande dat 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis voorgeskryf in klousule 12 te gegee of uit te gedien het, tensy die werkgewer afgesien het van sodanige kennis of die werknemer die werkgewer in plaas van sodanige diensopsegging betaal het; of

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

(iii) wie se werkgewer hom om 'n regsgeldige rede ontslaan sonder om hom kennis te gee;

nietragtens hierdie subklousule op betaling geregtig is nie.

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

(7) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag die volgende in te sluit:

(a) Alle tydperke ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 12 betaal in plaas van om hom kennis te gee;

(b) alle tydperke wat 'n werknemer afwesig is—

(i) met verlof kragtens hierdie klousule;

(ii) met siekteverlof kragtens klousule 7;

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

wat altesaam hoogstens 10 weke beloop; en

(c) alle tye wat 'n werkgewer van sy werknemer vereis om nie te werk nie as gevolg van die wisselvalligheid van die weer, bedryfslapte of onklaarraking van masjinerie;

en diens word geag te begin—

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

(ii) in die geval van 'n werknemer wat in diens was voordat hierdie Order in werking getree het en op wie 'n wet wat voorsiening maak vir jaarlikse verlof van toepassing was, maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die datum waarop sodanige diens begin het;

(iii) in die geval van alle ander werknemers, vanaf die datum waarop sodanige werknemer tot sy werkgewer se diens toegetree het, of op die datum waarop hierdie Order in werking tree, naamlik die jongste datum.

(8) (a) Ondanks andersluidende bepalinge in hierdie klousule, mag 'n werkgewer vir die doel van jaarlikse verlof te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting sluit vir 14 agtereenvolgende kalenderdae, plus enige bykomende dae wat ingevolge die derde voorbehoudsbepaling van subklousule (2) bygevoeg moet word.

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

7. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer wat weens ongeskiktheid afwesig is, siekteverlof toegestaan van—

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

(b) in die geval van alle ander werknemers, altesaam minstens 24 werkdade;

(5) An employee whose contract of 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 months of such period of employment an amount of not less than—

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

(b) in the case of an employee referred to in subclause (1) (b), 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): Provided further that an employee—

(i) who leaves his employment without having given and served the 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 contract of employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.

(7) For the purposes 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 to not more than 10 weeks; and

(c) any time during which an employee is required by his employer not to work because of the vagaries of the weather, slackness of trade or a breakdown of machinery;

and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Order 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 Order 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 Order, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of 12 months, close his establishment for 14 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) (b) 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.

7. SICK LEAVE

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

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

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

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

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

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever minstens dieselfde bydrae as die werknemer aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat aan die werknemer die waarborg gee dat hy ingeval van ongeskiktheid onder die omstandighede wat in hierdie klousule gemeld word, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdade, na gelang van die geval, betaal sal word in elke tydkring van 24 maande diens, met die uitsondering dat die gewaarborgde tarief gedurende die eerste 24 maande wat die werknemer bydraes betaal nie die aanwaskoers soos uiteengesit in die eerste voorbehoudsbepaling van hierdie subklousule te bowe hoef te gaan nie;

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

(iv) indien 'n werkgever 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, hierdie klousule nie van toepassing is nie.

(2) 'n Werkgever kan, 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 wat oor meer as drie agtereenvolgende kalenderdae strek; of

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

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

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgever weens ongeskiktheid '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, na afloop van gemelde dienstydkring, of by diensbeëindiging voor sodanige afloop, hom ten opsigte van dié langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat by sodanige afloop of beëindiging aan hom toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking “diens” geag ook die volgende te omvat:

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

(aa) met verlof kragtens klousule 6;

(bb) op las of versoek van sy werkgever;

(cc) met siekteverlof kragtens subklousule (1);

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

(ii) alle tyd wat 'n werkgever weens die wisselvalligheid van die weer, 'n bedryfslapse of 'n onklaarraking van masjinerie van sy werknemer vereis om nie te werk nie;

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

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

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

(ii) this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for 20 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 need not exceed the rate of accrual set out in the first proviso to this subclause;

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

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

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

(a) for a period covering more than three 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, Republic Day, the Day of the Covenant or Christmas Day;

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight 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 only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken.

(4) For the purposes 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 time during which an employee is required by his employer not to work because of the vagaries of the weather slackness of trade or a breakdown of machinery;

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 Order shall for the purpose of this clause be deemed to be employment under this Order and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Order;

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe as dit veroorsaak is deur—

- (i) 'n werknemer se eie wangedrag; of
- (ii) 'n ongeluk binne die bedoeling van die Ongevallewet, 1941.

8. OPENBARE VAKANSIEDAE EN SONDAE

(1) Behoudens klousule 4 (5) en 6 (2), indien 'n werknemer nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk nie, moet sy werkgever hom ten opsigte van sodanige dag minstens sy dagloon betaal.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgever hom, behoudens klousule 4 (5), ten opsigte van sodanige dag minstens sy dagloon betaal, plus sy uurloon vir die totale tydperk wat die werknemer altesaam op sodanige dag gewerk het: Met dien verstande dat waar daar van sodanige werknemer vereis of hy toegelaat word om vir minder as vier uur op sodanige dag te werk, hy geag moet word vir vier uur te gewerk het.

(3) *Betaling vir werk op 'n Sondag.*—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 langer as vier uur werk, minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon, naamlik die grootste bedrag; of

(b) die werknemer minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het, en hom binne 14 dae na sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat waar daar van sodanige werknemer vereis of hy toegelaat word om vir minder as vier uur op sodanige Sondag te werk, hy geag word vier uur te gewerk het.

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

9. STUKWERK

(1) 'n Werkgever kan 'n stukwerkstelsel invoer en, behoudens klousule 4 (5), moet die werkgever sy werknemer wat vir 'n tydperk volgens sodanige stukwerkstelsel werk, besoldig teen die loon wat kragtens sodanige stelsel van toepassing is: Met dien verstande dat die werkgever hom ten opsigte van elke week waarin sodanige werknemer stukwerk verrig het, ongeag die hoeveelheid werk gedaan, minstens die bedrag moet betaal wat hy sodanige werknemer vir dié week sou moes betaal het indien hy op 'n tydgrondslag besoldig was.

(2) 'n Werkgever moet 'n lys van die loon wat in subklousule (1) gemeld word, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.

10. BESKERMENDE KLERE, UNIFORMS OF OORPAKKE

(1) Wanneer 'n werknemer in sy werk blootgestel word aan natprosesse; hitte, of enige giftige, byt- of ander skadelike stof wat die werknemer moontlik kan beseer of siek maak, of sy kleren kan beskadig, moet sy werkgever sodanige beskermende kleren, oorpakke, skermbrille, handskoene, skoene en self as wat nodig mag wees om die werknemer behoorlik teen sodanige blootstelling te beskerm gratis aan hom verskaf en moet hy sodanige artikels gratis in 'n bruikbare toestand hou, en sodanige artikel bly die eiendom van die werkgever.

(2) 'n Werkgever moet uniforms, oorpakke, stewels of beskermende kleren wat hy van sy werknemer vereis om te dra, of wat hy by wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare toestand hou, en sodanige artikel bly die eiendom van die werkgever.

11. VERBOD OP INDIENSNEMING

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

12. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgever of sy werknemer wat die dienskontrak wil beëindig, moet minstens twee uur kennis van beëindiging van die dienskontrak gee, of 'n werkgever of werknemer kan die kontrak sonder kennisgewing beëindig deur aan die werknemer, of aan die werkgever, na gelang van die geval, minstens dubbel die uurloon wat die werknemer ten tyde van sodanige beëindiging ontvang, in plaas van sodanige kennisgewing te betaal: Met dien verstande dat dit nie die volgende raak nie:

(i) Die reg van 'n werkgever of sy werknemer om die dienskontrak om 'n regsgeldige rede sonder diensopsegging te beëindig;

(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 AND SUNDAYS

(1) Subject to the provisions of clauses 4 (5) and 6 (2), if an employee does not work on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, his employer shall pay him in respect of such day not less than his daily wage.

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day his employer shall, save as provided in clause 4 (5), pay him in respect of such day not less than his daily wage, plus at the rate of his hourly wage for the total period worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

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

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

(b) pay him at a rate not less than one and one-third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within 14 days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday, he shall be deemed to have worked for four hours.

(4) This clause shall not apply to a watchman.

9. PIECE-WORK

(1) An employer may introduce any piece-work system and, save as provided in clause 4 (5), the employer shall pay his employee who is employed on such piece-work system for any period, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall, in respect of each week in which such employee does piece-work, pay him not less than the amount which he would have been required to pay such employee for that week had he been remunerated on the basis of time worked.

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

10. PROTECTIVE CLOTHING, UNIFORMS OR OVERALLS

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

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

11. PROHIBITION OF EMPLOYMENT

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee who desires to terminate the contract of employment, shall give not less than two hours' 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 double the hourly wage which the employee is receiving at the time of such termination: Provided that this shall not effect—

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

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

(iii) enige verbeurings of boetes wat regtens van toepassing mag wees op 'n werknemer wat dros.

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

(3) die kennis voorgeskryf in subklousule (1) mag op enige werkdag gegee word: Met dien verstande dat—

(i) die opseggingstermyn nie mag saamval nie met en dat kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof wat kragtens klousule 6 toegestaan is;

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

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

13. DIENSSERTIFIKAAT

Wanneer 'n dienskontrak beëindig word, behalwe in die geval van 'n werknemer wat dros, moet die werkgewer aan die betrokke werknemer 'n dienssertifikaat gee wat wesenlik in die vorm is wat in die Aanhangsel van hierdie Order voorgeskryf word, en waarin die volle naam van die werkgewer en van sy werknemer, die beroep van die werknemer, die aanvangs- en die beëindigingsdatum van die kontrak en die werknemer se uurloon op die datum van sodanige beëindiging aangegee word.

14. VERLOFTOELAE

Ondanks andersluidende bepalings in hierdie Order, is klousule 6 nie van toepassing nie op 'n werknemer wie se werkgewer hom gereeld, wanneer hy sodanige werknemer die besoldiging betaal wat aan hom verskuldig is, krediteer met 'n toelae in plaas van die verlof voorgeskryf in klousule 6: Met dien verstande dat—

(i) die totale toelae waarmee die werknemer aldus oor 'n tydperk gekrediteer word, minstens die bedrag is wat die werkgewer hom ten opsigte van verlof vir sodanige tydperk ingevolge klousule 6 sou moes betaal het indien daardie klousule op sodanige werknemer van toepassing was;

(ii) op die laaste betaaldag voordat enige verlof sonder betaling aan die werknemer toegestaan word, of by diensbeëindiging, die werkgewer sodanige werknemer die bedrag aan toelae moet betaal wat op daardie tydstip in sy krediet staan;

(iii) indien sodanige werkgewer sodanige werknemer verlof sonder betaling toestaan bo en behalwe die betaling van die toelae, klousule 6 (8) *mutatis mutandis* ten opsigte van sodanige verlof sonder betaling geld.

AANHANGSEL

Ek/Ons (a).....
wat die Padmaaknywerheid beoefen te.....

sertifiseer hierby dat.....

by my/ons (a) in diens was vanaf die.....

dag van..... 19..... tot die.....

dag van..... 19..... as (b).....

By diensbeëindiging was sy/haar (a) loon.....
sent per uur.....

(Handtekening van werkgewer of gemagtigde verteenwoordiger)

Datum.....

(a) Skrap wat nie van toepassing is nie.

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

(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 subclause (1), the payment in lieu of notice shall correspond to 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;

(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 Order, 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 Order, an amount of not more than that which such employee would have had to pay him in lieu of notice.

13. CERTIFICATE OF SERVICE

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee with a certificate of service, substantially in the form prescribed in the Annexure to this Order, 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 hourly wage at the date of such termination.

14. LEAVE ALLOWANCE

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

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

(ii) on the last pay-day before the commencement of any unpaid leave granted to the employee or upon the termination of his employment, the employer shall pay such employee the amount of the allowance then standing to his credit;

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

ANNEXURE

I/We (a).....
carrying on trade in the Roadmaking Industry 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.....
cents per hour.....

(Signature of employer or authorised representative)

Date.....

(a) Delete whichever inapplicable.

(b) State occupation in which employee was wholly or mainly engaged, viz, labourer greaser, induna.

No. R. 1343

11 Julie 1975

WET OP FABRIEKE, MASJINERIE EN BOUWERKE,
1941

PADMAAKNYWERHEID

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Order vir die Padmaaknywerheid, gepubliseer by Goewermentskennisgewing R. 1342 van 11 Julie 1975, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

No. R. 1343

11 July 1975

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

ROADMAKING INDUSTRY

I, Marais Viljoen, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Order for the Roadmaking Industry, published under Government Notice R. 1342 of 11 July 1975, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN, Minister of Labour.

BOTHALIA

Bothalia is 'n medium vir die publikasie van plantkundige artikels oor die flora en plantegroei van Suidelike Afrika. Een of twee dele van die tydskrif word jaarliks gepubliseer.

Die volgende dele is beskikbaar:

Vol. 3 Deel 1 uit druk 2 1937 75c 3 1938 75c 4 1939 75c	Vol. 7 Deel 1 1958 R2 2 1960 R3 3 1961 R3 4 1962 R3
Vol. 4 Deel 1 1941 75c 2 1942 75c 3 1948 75c 4 1948 75c	Vol. 8 Deel 1 1962 R3 2 1964 R3 3 1965 R3 4 1965 R3
Vol. 5 1950 R3	Supplement
Vol. 6 Deel 1 1951 R1,50 2 1954 R2,50 3 1956 R2 4 1957 R2	Vol. 9 Deel 1 1966 R3 2 1967 R3 3 en 4 1969 R6
	Vol. 10 Deel 1 1969 R3 2 1971 R3 3 1971 R3 4 1972 R3

Verkrygbaar van die Direkteur, Afdeling Landbouinligting, Privaatsak X144, Pretoria.

BOTHALIA

Bothalia is a medium for the publication of botanical papers dealing with the flora and vegetation of Southern Africa. One or two parts of the journal are published annually.

The following parts are available:

Vol. 3 Part 1 out of print 2 1937 75c 3 1938 75c 4 1939 75c	Vol. 7 Part 1 1958 R2 2 1960 R3 3 1961 R3 4 1962 R3
Vol. 4 Part 1 1941 75c 2 1942 75c 3 1948 75c 4 1948 75c	Vol. 8 Part 1 1962 R3 2 1964 R3 3 1965 R3 4 1965 R3
Vol. 5 1950 R3	Supplement
Vol. 6 Part 1 1951 R1,50 2 1954 R2,50 3 1956 R2 4 1957 R2	Vol. 9 Part 1 1966 R3 2 1967 R3 3 and 4 1969 R6
	Vol. 10 Part 1 1969 R3 2 1971 R3 3 1971 R3 4 1972 R3

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

MEMOIRS VAN DIE BOTANIESE
OPNAME VAN SUID-AFRIKA

Die memoirs is individuele verhandelings, gewoonlik ekologies van aard, maar soms handel dit oor taksonomiese of ekonomiese-plantkundige onderwerpe. Negeendertig nommers is reeds gepubliseer waarvan sommige uit druk is.

Verkrygbaar van die Direkteur, Afdeling Landbouinligting, Privaatsak X144, Pretoria.

MEMOIRS OF THE BOTANICAL
SURVEY OF SOUTH AFRICA

The memoirs are individual treatises usually of an ecological nature, but sometimes taxonomic or concerned with economic botany. Thirty-nine numbers have been published, some of which are out of print.

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

Werk mooi daarmee.

Ons leef  daarvan

Use it.

Don't abuse  it.

water is for everybody

DIE BLOMPLANTE VAN AFRIKA

Hierdie publikasie word uitgegee as 'n geïllustreerde reeks, baie na die aard van Curtis se "Botanical Magazine". Die doel van die werk is om die skoonheid en variasie van vorm van die flora van Afrika aan die leser bekend te stel, om belangstelling in die studie en kweek van die inheemse plante op te wek, en om plantkunde in die algemeen te bevorder.

Die meeste van die illustrasies word deur kunstenaars van die Navorsingsinstituut vir Plantkunde gemaak, dog die redakteur verwelkom geskikte bydraes van 'n wetenskaplike en kunsstandaard afkomstig van verwante inrigtings.

Onder huidige omstandighede word twee dele van die werk gelyktydig gepubliseer, maar met onreëlmatige tussenposes; elke deel bevat tien kleurplate. Intekengeld bedra R1,50 per deel: Vier dele per band. Vanaf band 27 is die prys per band in linne gebind R10; in morocco-leer gebind R14.

Verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Privaatsak X144, Pretoria.

THE FLOWERING PLANTS OF AFRICA

This publication is issued as an illustrated serial, much on the same lines as Curtis's Botanical Magazine, and for imitating which no apology need be tendered.

The desire and object of the promoters of the publication will be achieved if it stimulates further interest in the study and cultivation of our indigenous plants.

The illustrations are prepared mainly by the artists at the Botanical Research Institute, and the Editor is pleased to receive living plants of general interest or of economic value for illustration.

Each part contains 10 plates and costs R1,50 per part. Two, three or four parts may be published annually, depending on the availability of illustrations. A volume consists of four parts. From Volume 27, the price per volume is: Cloth binding, R10; morocco binding, R14.

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

AGROANIMALIA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Dierreproduksie en -tegnologie, Dierversorging en -ekologie, Fisiologie, Genetika en Teelt, Suiwelkunde en Voeding. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienselike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen 50 sent per eksemplaar of R2 per jaar, posvry (buitelands 60 sent per eksemplaar of R2,40 per jaar).

AGROANIMALIA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11 1958-1968 and deals with Animal Production and Technology, Livestock Management and Ecology, Physiology, Genetics and Breeding, Dairy Science and Nutrition. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at 50 cents per copy or R2 per annum, post free (foreign 60 cents per copy or R2,40 per annum).

INHOUD**Arbeid, Departement van
Goewermentskennisgewings**

<i>No.</i>	<i>Bladsy</i>
1340. Siviele Ingenieursnywerheid: Order	1
1341. Siviele Ingenieursnywerheid	10
1342. Padmaaknywerheid: Order	10
1343. Padmaaknywerheid	20

CONTENTS**Labour, Department of
Government Notices**

<i>No.</i>	<i>Page</i>
1340. Civil Engineering Industry: Order	1
1341. Civil Engineering Industry	10
1342. Roadmaking Industry: Order	10
1342. Roadmaking Industry	20

