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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 193.]

[9 Februarie 1962.

LOONWET No. 5 VAN 1957.

LOONVASSTELLING No. 224.

PADPASSASIEVERVOERBEDRYF, DURBAN,
INANDA EN PINETOWN.

In opdrag van die Adjunk-minister van Arbeid word hierby ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat hy, handelende namens en kragtens die bevoegdheid verleen aan die Minister van Arbeid, by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van die Padpassasiersvervoerbedryf gemaak het en die 5de dag van Maart 1962 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN OMVANG VAN DIE VASSTELLING.

Hierdie Vasstelling is in die landdrosdistrikte Durban, Inanda en Pinetown van toepassing op alle werknemers in die Padpassasiersvervoerbedryf en op die werkgewers van sodanige werknemers: Met dien verstande dat dit nie van toepassing is op werkgewers wat uitsluitend skoolkinders tussen hulle verblyfplek en die skool wat hulle bywoon vervoer nie.

2. WOORDOMSKRYWING.

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

- “afsender” ’n werknemer wat by die vertrekpunte toesien dat die busse volgens rooster vertrek;
- “algemene werksman” ’n werknemer wat kleinere herstelwerk of verstellers aan masjinerie, toerusting of busse doen en wat kleinere herstelwerk of opknappings aan meubels of geboue mag doen;
- “ambagsman” ’n werknemer wat werk doen wat in die reël deur ’n geskoolde ambagsman verrig word en by die toepassing van hierdie woordomskrywing beteken die uitdrukking “geskoolde ambagsman” iemand wat sy leertyd uitgedien het in ’n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag aangewys te wees, of wat in besit is van ’n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel *ses* van die Wet op Opleiding van Ambagsmanne, 1951, of ’n sertifikaat deur bedoelde Registrateur aan hom uitgereik ingevolge of artikel *twee* (7) of artikel *sewe* (3) van gemelde Wet;
- “arbeider” ’n werknemer wat een of meer van die ondergemelde werksaamhede verrig—
 - (a) artikels of goedere met die hand dra, verskuif, opstapel, laai of aflaai;
 - (b) persele, gerei of meubels skoonmaak, of vloere of meubels met die hand polser;
 - (c) busse skoonmaak of was;

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 193.]

[9 February 1962.

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 224.

ROAD PASSENGER TRANSPORTATION TRADE,
DURBAN, INANDA AND PINETOWN.

By direction of the Deputy-Minister of Labour it is hereby notified in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that he, acting on behalf of and under the powers vested in the Minister of Labour, by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto in respect of the Road Passenger Transportation Trade and has fixed the 5th day of March, 1962, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply in the Magisterial Districts of Durban, Inanda and Pinetown to all employees in the Road Passenger Transportation Trade and to the employers of such employees: Provided that it shall not apply to employers exclusively conveying school-children between their places of residence and the schools they attend.

2. DEFINITIONS.

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

- “despatcher” means an employee who at the points of departure ensures that buses leave according to time-table;
- “handyman” means an employee who is engaged in making minor repairs or adjustments to machinery, equipment or buses, and who may effect minor repairs or renovations to furniture or buildings;
- “artisan” means an employee who is engaged in work normally performed by a skilled artisan, and for the purpose of this definition the expression “skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section *six* of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section *two* (7) or section *seven* (3) of the said Act;
- “labourer” means an employee who is engaged in one or more of the following operations:—
 - (a) Carrying, moving, stacking, loading or unloading articles or goods by hand;
 - (b) cleaning premises, utensils or furniture, or polishing floors or furniture by hand;
 - (c) cleaning or washing buses;

- (d) tuinmaak, dit wil sê plant, spit, onkruid uitroei, hark, gras sny, natmaak, tuingrond meng of spreï, heinings sny of snoei, bome of ander plantegroei afkap, uithaal of verwyder;
- (e) rommel of as verwyder;
- (f) klip, grond, klei, sand of ander grondstowwe losmaak, uithaal, breek of strooi, of slote, gate of fondamente grawe of opvul;
- (g) asfalt met sand, gruis, klei of gebreekte klip met die hand meng, of gemengde asfalt met 'n skopgraaf, hark, vurk, kruiwa of kan spreï;
- "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Padpassasiersvervoerbedryf in diens is;
- "bus" 'n kragaangetrewe voertuig bedoel om meer as sewe persone met inbegrip van die bestuurder van die voertuig gelyktydig te vervoer;
- "busbestuurder" 'n werknemer wat 'n bus bestuur en wat daarenkens die werk van 'n kondukteur mag doen en op pad kleinere herstelwerk of verstellings aan die bus mag uitvoer;
- "busbestuurder graad I" 'n busbestuurder wat 'n bus bestuur wat uitsluitend of hoofsaaklik vir die vervoer van blanke passasiers gebruik word;
- "busbestuurder graad I, gekwalifiseer" 'n busbestuurder graad I met minstens agtien maande ondervinding;
- "busbestuurder graad I, ongekwalifiseer" 'n busbestuurder graad I met minder as agtien maande ondervinding;
- "busbestuurder graad II" 'n busbestuurder wat 'n bus bestuur wat uitsluitend of hoofsaaklik vir die vervoer van nie-blanke passasiers gebruik word;
- "busbestuurder graad II, gekwalifiseer" 'n busbestuurder graad II met minstens agtien maande ondervinding;
- "busbestuurder graad II, ongekwalifiseer" 'n busbestuurder graad II met minder as agtien maande ondervinding;
- "dag", met betrekking tot die vervoerpersoneel, die tydperk van vier-en-twintig opeenvolgende ure bereken vanaf die tyd-stip waarop die werknemer met sy werk begin;
- "inspekteur" 'n werknemer wat op 'n bus die werk van 'n kondukteur graad II of die kondukteurswerk van 'n busbestuurder graad II inspekteer en daarvoor aan sy werkgever verslag doen;
- "inspekteurassistent" 'n werknemer wat op 'n bus wat uitsluitend of hoofsaaklik vir die vervoer van nie-blanke passasiers gebruik word, onder die regstreekse toesig van 'n inspekteur so 'n inspekteur in die uitvoering van sy pligte bystaan;
- "klerk" 'n werknemer, uitgesonderd 'n opskrywer wat skryf-, tik-, lasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, 'n magasynman, 'n telefonis en 'n werknemer wat buskaartjies aan busbestuurders of kondukteurs uitreik, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, ook al vorm klerklike werk 'n deel van so 'n werknemer se werk;
- "klerk, gekwalifiseer" 'n klerk met minstens vier jaar ondervinding;
- "klerk, ongekwalifiseer" 'n klerk met minder as vier jaar ondervinding;
- "kondukteur" 'n werknemer wat op 'n bus die reëls invorder en die nodige aantekeninge in verband met die ingevorderde reëls of die ritte wat onderneem is mag hou;
- "kondukteur graad I" 'n kondukteur wat in diens op 'n bus wat uitsluitend of hoofsaaklik vir die vervoer van blanke passasiers gebruik word;
- "kondukteur graad I, gekwalifiseer" 'n kondukteur graad I met minstens ses maande ondervinding;
- "kondukteur graad I, ongekwalifiseer" 'n kondukteur graad I met minder as ses maande ondervinding;
- "kondukteur graad II" 'n kondukteur wat in diens is op 'n bus wat uitsluitend of hoofsaaklik vir die vervoer van nie-blanke passasiers gebruik word;
- "kondukteur graad II, gekwalifiseer" 'n kondukteur graad II met minstens ses maande ondervinding;
- "kondukteur graad II, ongekwalifiseer" 'n kondukteur graad II met minder as ses maande ondervinding;
- "korttyd" 'n tydelike vermindering van die getal gewone werke-ure te wyte aan 'n slappe in die bedryf of aan die feit dat 'n bus of busse uit orde is;
- "leerling-busbestuurder" 'n werknemer wat as busbestuurder opgelei word en wat onder toesig en mits geen passasiers aan boord is nie, 'n bus mag bestuur;
- "loon" die geldbedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is vir sy gewone werke-ure soos voorgeskryf by klousule 5: Met dien verstande dat, as 'n werkgever sy werknemer vir sy gewone werke-ure gereeld 'n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit dié hoër bedrag beteken;
- "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is;
- "magasynman" 'n werknemer wat die algemene beheer het oor die voorrade inkomende goedere en wie se plig dit is om in 'n magasyn goedere te ontvang, op te berg, te verpak of uit te pak of om uit 'n magasyn goedere aan die verbruikende afdelings in 'n bedryfsinrigting af te gee;
- "magasynman se assistent" 'n werknemer wat onder die toesig van 'n magasynman een of meer van die pligte van 'n magasynman uitvoer;

- (d) gardening work, i.e. planting, digging, weeding, raking, mowing, watering, mixing or spreading garden soil, cutting or trimming hedges, digging out, felling or removing trees or other vegetation;
- (e) removing refuse or ashes;
- (f) loosening, excavating, breaking or spreading stone, soil, clay, sand or other raw materials, or digging or filling trenches, holes or foundations;
- (g) mixing asphalt with sand, gravel, clay or crushed stone by hand, or spreading mixed asphalt by means of a shovel, rake, fork, wheelbarrow or can;
- "establishment" means any premises in or in connection with which one or more employees are employed in the Road Passenger Transportation Trade;
- "bus" means a power-driven vehicle intended to carry more than seven persons simultaneously, including the driver of the vehicle;
- "bus driver" means an employee who is engaged in driving a bus and who may in addition do the work of a conductor make minor repairs or adjustments to the bus while on the road;
- "bus driver, grade I," means a bus driver who is engaged in driving a bus which is used wholly or mainly for conveying White passengers;
- "bus driver, grade I, qualified," means a bus driver, grade I, who has had not less than 18 months' experience;
- "bus driver, grade I, unqualified," means a bus driver, grade I, who has had less than 18 months' experience;
- "bus driver, grade II," means a bus driver who is engaged in driving a bus which is used wholly or mainly for conveying non-White passengers;
- "bus driver, grade II, qualified," means a bus driver, grade II, who has had not less than 18 months' experience;
- "bus driver, grade II, unqualified," means a bus driver, grade II, who has had less than 18 months' experience;
- "day", in relation to the transport personnel, means the period of 24 consecutive hours calculated from the time the employee commences work;
- "inspector" means an employee who on a bus is engaged in inspecting the work of a conductor, grade II, or the conductor's work performed by a bus driver, grade II, and reporting thereon to his employer;
- "inspector's assistant" means an employee who on a bus which is used wholly or mainly for conveying non-White passengers, and under the direct supervision of an inspector, assists such inspector in the performance of his duties;
- "clerk" means an employee, other than a recorder, who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, a storeman, an operator of an adding or calculating machine, a telephone operator and an employee who issues bus tickets to bus drivers or conductors, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employer's work;
- "clerk, qualified," means a clerk who has had not less than four years' experience;
- "clerk, unqualified," means a clerk who has had less than four years' experience;
- "conductor" means an employee who is engaged in collecting fares on a bus and who may keep the necessary records in connection with the fares collected or the trips undertaken;
- "conductor, grade I," means a conductor who is engaged on a bus which is used wholly or mainly for conveying White passengers;
- "conductor, grade I, qualified," means a conductor, grade I, who has had not less than six months' experience;
- "conductor, grade I, unqualified," means a conductor, grade I, who has had less than six months' experience;
- "conductor, grade II," means a conductor who is engaged on a bus which is used wholly or mainly for conveying non-White passengers;
- "conductor, grade II, qualified," means a conductor, grade II, who has had not less than six months' experience;
- "conductor, grade II, unqualified," means a conductor, grade II, who has had less than six months' experience;
- "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade or to a breakdown of a bus or buses;
- "learner bus driver" means an employee who is being trained as a bus driver and who may, under supervision and provided that there are no passengers on board, drive a bus;
- "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that, if an employer regularly pays his employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;
- "casual employee" means an employee who is engaged by the same employer on not more than three days in any week;
- "storeman" means an employee who is in general charge of stocks of incoming goods and who is responsible for receiving, storing, packing or unpacking goods in a store or delivering goods from a store to the consuming departments in an establishment;
- "storeman's assistant" means an employee who, under the supervision of a storeman, performs one or more of the duties of a storeman;

"militêre opleiding" die ononderbroke opleiding waartoe 'n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, verplig word, maar omvat dit geen opleiding wat hy ingevolge artikel drie-en-twintig van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

"nasiener" 'n werknemer wat ten opsigte van busse wat uitsluitend of hoofsaaklik vir die vervoer van nie-blanke passasiers gebruik word by vertrekpunte of tussenpunte op 'n roete die geleibrief nasien of van die getal passasiers aan boord of die aankoms- en vertrektyd van busse 'n register hou;

"nasiener, gekwalifiseer" 'n nasiener met minstens ses maande ondervinding;

"nasiener, ongekwalifiseer" 'n nasiener met minder as ses maande ondervinding;

"noodwerk" alle werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, gewelddaad, diefstal, of die defek raak van busse sonder versuim gedoen moet word en alle werk wat ten gevolge van 'n ontwrigting van die spoordienste of 'n vertraging van treine van die Suid-Afrikaanse Spoorweë en Hawens gedoen moet word;

"ondervinding" die totale tydperk of tydperke diens wat 'n werknemer as 'n werknemer van sy klas gehad het—

(a) in enige bedryf of in diens van die Staat, indien hy as klerk, busbestuurder of kondukteur in diens is;

(b) in die Padpassasiersvervoerbedryf, indien hy as nasiener, opskrywer, werknemer graad A, werknemer graad B of werknemer graad C in diens is: Met dien verstande dat wanneer 'n werknemer graad B of graad C na 'n hoër graad bevorder word, alle diens wat hy in die laer graad by dieselfde werkgewer verrig het, geag word ten opsigte van so 'n hoër graad diens te wees in dié mate dat sy aanvangsloon in die hoër graad minstens dieselfde moet wees as dié wat vir hom as 'n werknemer van die laer graad voorgeskryf is;

"opskrywer" 'n werknemer wat uitsluitend een of meer van ondergemelde bedrywighede verrig in verband met busse:—

(a) in kantoorregisters of geleibriewe die besonderhede aangaande uitgereikte kaartjies opteken;

(b) regstreeks van die geleibriewe af die syfers aangaande mylafstande, ritte afgeleë, passasiers vervoer, bedrae aan reisgeld of aan die verkoop of uitreiking van kaartjies ingevorder opteken of af- of oorskryf;

(c) die syfers aangaande olie- of brandstofverbruik opteken of af- of oorskryf;

(d) die syfers, wat aldus regstreeks van die geleibriewe verkry is, of die syfers aangaande olie- en brandstofverbruik, nasien, optel, tabelleer of opsom;

(e) dokumente aangaande enige van die bedrywighede in (a), (b), (c) of (d) hiervan vermeld sorteer;

"opskrywer, gekwalifiseer" 'n opskrywer met minstens twee jaar ondervinding;

"opskrywer, ongekwalifiseer" 'n opskrywer met minder as twee jaar ondervinding;

"Padpassasiersvervoerbedryf" die bedryf waarin werkgewers en werknemers geassosieer is met die doel om op enige openbare pad vir beloning enige persoon te vervoer deur middel van 'n kragaangedrewe voertuig (behalwe 'n voertuig in die besit van en beheer deur die Suid-Afrikaanse Spoorweë- en Hawensadministrasie of enige munisipaliteit of plaaslike bestuur) bedoel om meer as sewe persone, met inbegrip van die bestuurder van die voertuig, gelyktydig te vervoer en omvat alle werksaamhede wat daarmee saamgaan of daaruit voortvloei;

"parkeer-busbestuurder" 'n werknemer, uitgesonderd 'n leerling-busbestuurder, wat uitsluitend of hoofsaaklik op sy werkgewer se perseel busse parkeer;

"senior inspekteur" 'n werknemer wat die werk van kondukteurs graad I, busbestuurders of inspekteurs inspekteer en daarvoor aan sy werkgewer verslag doen;

"spesiale rit" 'n rit wat onderneem word oor 'n ander roete as dié wat in die rooster van die bedryfsinrigting voorkom en wat meebring dat 'n werknemer 'n langer tydperk as nege opeenvolgende ure van sodanige bedryfsinrigting afwesig is;

"spreiding van werktyd" 'n tydperk op enige dag vanaf die tydstop waarop 'n werknemer begin werk tot die tydstop waarop hy daardie dag ophou werk;

"vervoerpersoneel" 'n afsender, busbestuurder, inspekteur, mansklerk, kondukteur, parkeerbusbestuurder en senior inspekteur;

"wag" 'n werknemer wat persele of ander eiendom bewaak of die toegang tot persele of spoorwagoorgange beheer;

"werknemer graad A" 'n werknemer wat een of meer van die ondergemelde werksaamhede verrig:

(a) bande aan busse op gebreke nasien of die lugdruk daarvan kontroleer;

(b) busse olie of smeer of die olie vervang;

"werknemer graad A, gekwalifiseer" 'n werknemer graad A met minstens nege maande ondervinding;

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

"checker" means an employee who, in respect of buses which are used wholly or mainly for conveying non-White passengers, at termini or at intermediate points along a route, checks the waybill or keeps a register of the number of passengers on board or the times of arrival and departure of buses;

"checker, qualified," means a checker who has had not less than six months' experience;

"checker, unqualified," means a checker who has had less than six months' experience;

"emergency work" means any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a bus breakdown, must be done without delay and any work which must be done owing to a disruption of the rail services or the late running of trains of the South African Railways and Harbours;

"experience" means the total period or periods of employment which an employee has had as an employee of his class—

(a) in any trade or in the service of the State, if he is employed as a clerk, bus driver or conductor;

(b) in the Road Passenger Transportation Trade, if he is employed as a checker, recorder, an employee, grade A, employee, grade B, or employee, grade C: Provided that where an employee, grade B or grade C is promoted to a higher grade, all employment which he has had in the lower grade with the same employer shall be deemed to be employment in respect of such higher grade to the extent that his initial wage in the higher grade shall be not less than the wage which is prescribed for him as an employee in the lower grade;

"recorder" means an employee who is exclusively engaged in any one or more of the following activities in connection with buses:—

(a) Recording on office records or waybills particulars of tickets issued;

(b) recording, copying or transcribing figures relating to mileages, trips operated, passengers carried, revenue from fares or ticket sales or issues directly from waybills;

(c) recording, copying or transcribing figures relating to oil or fuel consumption;

(d) checking, totalling, tabulating or summarising such figures obtained direct from waybills or figures relating to oil or fuel consumption;

(e) sorting documents relating to any of the activities referred to in (a), (b), (c) or (d) hereof;

"recorder, qualified," means a recorder who has had not less than two years' experience;

"recorder, unqualified," means a recorder who has had less than two years' experience;

"Road Passenger Transportation Trade" means the trade in which employers and employees are associated for the purpose of conveying for reward on any public road any person by means of a power-driven vehicle (other than a vehicle in the possession of and controlled by the South African Railways and Harbours Administration or any municipality or local authority) designed to carry more than seven persons simultaneously, including the driver of the vehicle, and includes all operations incidental thereto or consequent thereon;

"parking bus driver" means an employee, other than a learner bus driver, who is wholly or mainly engaged in parking buses on the premises of his employer;

"senior inspector" means an employee who is engaged in inspecting the work of conductors, grade I, bus drivers or inspectors and reporting thereon to his employer;

"special trip" means a trip undertaken other than on a route provided for in the time-table of the establishment and involving an employee in an absence of more than nine consecutive hours from such establishment;

"spreadover" means the period in any day from the time an employee commences work until he ceases work for that day;

"transport personnel" means a despatcher, a bus driver, an inspector, a male clerk, a conductor, a parking bus driver and a senior inspector;

"watchman" means an employee who is engaged in guarding premises or other property or controlling access to premises or railway crossings;

"employee, grade A," means an employee who is engaged in one or more of the following operations:—

(a) Examining the tyres on buses for defects or controlling their air pressure;

(b) oiling or greasing buses or changing the oil;

"employee, grade A, qualified," means an employee, grade A, who has had not less than nine months' experience;

"werknemer graad A, ongekwalifiseer" 'n werknemer graad A met minder as nege maande ondervinding;

"werknemer graad B" 'n werknemer wat een of meer van die ondergemelde werksaamhede verrig:

- (a) wiele of bande afhaal of aansit, lêkke heelbaak of ventiele vervang of bande oppomp;
- (b) groewe in gebruikte bande maak;
- (c) 'n stoomspuit bedien;
- (d) busse van brandstof voorsien en daarvan aantekening hou;
- (e) die olie of water van busse nasien of aanvul;
- (f) 'n afrolmasjien bedien;

"werknemer graad B, gekwalifiseer" 'n werknemer graad B met minstens ses maande ondervinding;

"werknemer graad B, ongekwalifiseer" 'n werknemer graad B met minder as ses maande ondervinding;

"werknemer graad C" 'n werknemer wat een of meer van die ondergemelde werksaamhede verrig:

- (a) batterye vul, vervang, konnekteer of diskonnekteer;
- (b) 'n bus deur middel van 'n domkrag of 'n hyser ophang of laat sak;
- (c) 'n ambagsman help sonder om selfstandig gereedskap te gebruik;
- (d) 'n poleermasjien bedien;
- (e) briewe of boodskappe te voet of per trapfiets aflewer;
- (f) tee of 'n dergelike drank maak of bedien;

"werknemer graad C, gekwalifiseer" 'n werknemer graad C met minstens drie maande ondervinding;

"werknemer graad C, ongekwalifiseer" 'n werknemer graad C met minder as drie maande ondervinding;

"werkure" ook—

- (a) alle tydperke waarin 'n werknemer verplig is om op sy pos te bly in gereedheid om met sy werk te begin of voort te gaan;
- (b) alle tyd wat 'n busbestuurder aan werk in verband met die bus of sy vraag bestee;

maar omvat dit geen etenspouse in klousule 5 voorgeskryf of enige tydperk ten opsigte waarvan aan die werknemer 'n onderhoudstoelae ingevolge klousule 3 (5) betaalbaar is, indien die werknemer gedurende sodanige pouse of tydperk geen ander werk verrig as om in beheer van die voertuig te bly nie;

"Wet" ook die gemene reg.

(2) By die toepassing van hierdie Vasstelling-word 'n werknemer geag in dié klas te wees waarin hy uitsluitend of hoofsaaklik werk.

3. BESOLDIGING.

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

(a) (i) *Werknemers uitgesonderd los werknemers.*

	Per week.
Afsender.....	R14.00
Algemene werksman.....	R14.00
Ambagsman.....	R24.00
Arbeider, 18 jaar en ouer.....	R5.85
Arbeider, jonger as 18 jaar.....	R4.40
Busbestuurder graad I, gekwalifiseer.....	R23.00
Busbestuurder graad I, ongekwalifiseer—	
gedurende die eerste ses maande ondervinding....	R20.00
gedurende die tweede ses maande ondervinding....	R21.00
gedurende die derde ses maande ondervinding....	R22.00
Inspekteur.....	R13.00
Inspekteurassistent.....	R9.00
Klerk, gekwalifiseer.....	R15.35
Klerk, ongekwalifiseer—	
gedurende die eerste jaar ondervinding.....	R8.75
gedurende die tweede jaar ondervinding.....	R10.75
gedurende die derde jaar ondervinding.....	R12.45
gedurende die vierde jaar ondervinding.....	R13.90
Kondukteur graad I, gekwalifiseer.....	R15.00
Kondukteur graad I, ongekwalifiseer—	
gedurende die eerste ses maande ondervinding....	R13.50
Kondukteur graad II, gekwalifiseer.....	R7.50
Kondukteur graad II, ongekwalifiseer—	
gedurende die eerste ses maande ondervinding....	R6.75
Leerling-busbestuurder.....	R6.15
Magasynman se assistent.....	R6.90
Nasiener, gekwalifiseer.....	R10.25
Nasiener, ongekwalifiseer.....	R9.25
Opskrywer, gekwalifiseer.....	R10.50
Opskrywer, ongekwalifiseer—	
gedurende die eerste ses maande ondervinding....	R8.00
gedurende die tweede ses maande ondervinding....	R8.75
gedurende die derde ses maande ondervinding....	R9.50
gedurende die vierde ses maande ondervinding....	R10.00

"employee, grade A, unqualified," means an employee, grade A, who has had less than nine months' experience;

"employee, grade B," means an employee who is engaged in one or more of the following operations:—

- (a) Removing or fitting wheels or tyres, mending punctures or replacing valves or inflating tyres;
- (b) regrooving tyres;
- (c) operating a steam-jenny;
- (d) fuelling buses and keeping record thereof;
- (e) checking or topping up the oil or water of buses;
- (f) operating a duplicating machine;

"employee, grade B, qualified," means an employee, grade B, who has had not less than six months' experience;

"employee, grade B, unqualified," means an employee, grade B, who has had less than six months' experience;

"employee, grade C," means an employee who is engaged in one or more of the following operations:—

- (a) Filling, replacing, connecting or disconnecting batteries;
- (b) raising or lowering a bus by means of a jack or hoist;
- (c) assisting an artisan otherwise than by the independent use of tools;
- (d) operating a polishing machine;
- (e) delivering letters or messages on foot or by pedal cycle;
- (f) making or serving tea or a similar beverage;

"employee, grade C, qualified," means an employee, grade C, who has had not less than three months' experience;

"employee, grade C, unqualified," means an employee, grade C, who has had less than three months' experience;

"hours of work" includes—

- (a) all periods during which an employee is obliged to remain at his post in readiness to commence or continue his work;
- (b) all time spent by a bus driver on work connected with the vehicle or its load;

but does not include any meal interval prescribed in clause 5 or any period in respect of which any subsistence allowance is payable to an employee in terms of clause 3 (5), if during such interval or period the employee does no work other than remaining in charge of the vehicle;

"law" includes the common law.

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

3. REMUNERATION.

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

(a) (i) *Employees other than Casual Employees.*

	Per Week.
Despatcher.....	R14.00
Handyman.....	R14.00
Artisan.....	R24.00
Labourer, 18 years of age and over.....	R5.85
Labourer, under 18 years of age.....	R4.40
Bus driver, grade I, qualified.....	R23.00
Bus driver, grade I, unqualified—	
during the first six months of experience.....	R20.00
during the second six months of experience.....	R21.00
during the third six months of experience.....	R22.00
Inspector.....	R13.00
Inspector's assistant.....	R9.00
Clerk, qualified.....	R15.35
Clerk, unqualified—	
during the first year of experience.....	R8.75
during the second year of experience.....	R10.75
during the third year of experience.....	R12.45
during the fourth year of experience.....	R13.90
Conductor, grade I, qualified.....	R15.00
Conductor, grade I, unqualified—	
during the first six months of experience.....	R13.50
Conductor, grade II, qualified.....	R7.50
Conductor, grade II, unqualified—	
during the first six months of experience.....	R6.75
Learner bus driver.....	R6.15
Storeman's assistant.....	R6.90
Checker, qualified.....	R10.25
Checker, unqualified.....	R9.25
Recorder, qualified.....	R10.50
Recorder, unqualified—	
during the first six months of experience.....	R8.00
during the second six months of experience.....	R8.75
during the third six months of experience.....	R9.50
during the fourth six months of experience.....	R10.00

	Per week.	
Parkeerbusbestuurder.....	R10.00	
Senior inspekteur.....	R24.00	
Wag.....	R6.60	
Werknemer graad A, gekwalifiseer.....	R6.90	
Werknemer graad A, ongekwalifiseer—		
gedurende die eerste drie maande ondervinding	R5.85	
gedurende die tweede drie maande ondervinding	R6.20	
gedurende die derde drie maande ondervinding..	R6.55	
Werknemer graad B, gekwalifiseer.....	R6.55	
Werknemer graad B, ongekwalifiseer—		
gedurende die eerste drie maande ondervinding	R5.85	
gedurende die tweede drie maande ondervinding	R6.20	
Werknemer graad C, gekwalifiseer.....	R6.20	
Werknemer graad C, ongekwalifiseer—		
gedurende die eerste drie maande ondervinding..	R5.85	
Werknemers wat nie elders in hierdie klousule vermeld word nie.....	R6.55	
(ii)		
	<i>Gedurende die ses maande nadat hierdie vasstelling van krag word.</i>	<i>Daarid.</i>
	<i>Per week.</i>	<i>Per week.</i>
Busbestuurder graad II, gekwalifiseer	R13.50	R14.50
Busbestuurder graad II ongekwalifiseer—		
gedurende die eerste ses maande ondervinding.....	R12.25	R12.50
gedurende die tweede ses maande ondervinding.....	R12.50	R13.00
gedurende die derde ses maande ondervinding.....	R13.00	R13.50

Met dien verstande dat as 'n werknemer benewens die bus te bestuur ook op dié bus die werk van 'n kondukteur verrig sy werkgever sy gewone loon moet verhoog—

- in die geval van 'n busbestuurder graad I, met minstens vyftig sent; en
- in die geval van 'n busbestuurder graad II, met minstens drie-en-dertig sent,

vir elke dag of gedeelte van 'n dag waarop hy sodanige werk verrig.

(b) *Los werknemer.*—'n Los werknemer moet vir elke dag of deel van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig as wat van die los werknemer vereis word: Met dien verstande dat, as die werkgever vereis dat sy los werknemer die werk verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" beteken die weekloon voorgeskryf vir 'n gekwalifiseerde werknemer van dié klas, en voorts met dien verstande dat, as die werkgever vereis dat sy los werknemer 'n tydperk van hoogstens vier opeenvolgende ure op enige dag werk, sy loon niet hoogstens vyftig persent verminder mag word.

(2) *Kontrakbasis.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens die bepaling van klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat in subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas voorgeskryf word en wel ongeag die vraag of hy in so 'n week die maksimum getal gewone werke wat ingevolge klousule 5 vir hom geld, dan wel minder, gework het.

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

- 'n hoër loon as dié van sy eie klas, of
- 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas,

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

- in die geval in paragraaf (a) vermeld, minstens die dagloon bereken teen die hoër tarief; en
- in die geval in paragraaf (b) vermeld, minstens die dagloon bereken op die kerf in die stygende skaal net bo die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande—

- dat die bepaling van hierdie subklousule nie geld wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom of ondervinding berus nie;
- dat, tensy daar in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie vasstelling só uitgelê mag word dat dit 'n werkgever belet om te vereis dat 'n werknemer 'n ander klas werk verrig waarvoor die voorgeskryfde loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

	Per Week.	
Parking bus driver.....	R10.00	
Senior inspector.....	R24.00	
Watchman.....	R6.60	
Employee, grade A, qualified.....	R6.90	
Employee, grade A, unqualified—		
during the first three months of experience.....	R5.85	
during the second three months of experience....	R6.20	
during the third three months of experience.....	R6.55	
Employee, grade B, qualified.....	R6.55	
Employee, grade B, unqualified—		
during the first three months of experience.....	R5.85	
during the second three months of experience....	R6.20	
Employee, grade C, qualified.....	R6.20	
Employee, grade C, unqualified—		
during the first three months of experience.....	R5.85	
Employee not elsewhere in this clause specifically mentioned.....	R6.55	
(ii)		
	<i>During the First Six Months after this Determination becomes Binding.</i>	<i>Thereafter.</i>
	<i>Per Week.</i>	<i>Per Week.</i>
Bus driver, grade II, qualified.....	R13.50	R14.50
Bus driver, grade II, unqualified—		
during the first six months of experience.....	R12.25	R12.50
during the second six months of experience.....	R12.50	R13.00
during the third six months of experience.....	R13.00	R13.50

Provided that whenever an employee in addition to driving the bus also performs the work of a conductor on such bus, his employer shall increase his ordinary wage—

- in the case of a bus driver, grade I, by not less than fifty cents; and
- in the case of a bus driver, grade II, by not less than thirty-three cents,

in respect of any day or part of a day on which he performs such work.

(b) *Casual Employees.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class and provided further that where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent.

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

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

- a wage higher than that of his own class; or
- a rising scale of wages terminating in a wage higher than that of his own class,

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

- in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate; and
- in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided that—

- the provisions of this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on age or experience;
- unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

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

- (i) vyf, as hy 'n werkweek van vyf dae het;
- (ii) ses, as hy 'n werkweek van ses dae het.

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

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

(5) *Onderhoudstoelae.*—Benewens enige ander verskuldigde besoldiging moet 'n werkgever aan sy werknemer wat op 'n spesiale rit van sy werkgever se bedryfsinrigting afwesig is 'n onderhoudstoelae ten opsigte van enige tydperk van sodanige afwesigheid soos volg betaal:

- (i) aan sy busbestuurder graad I, kondukteur graad I of ambagsman, 'n bedrag van minstens tien sent;
- (ii) aan enige ander werknemer 'n bedrag van minstens vyf sent,

vir elke voltooide uur van sodanige afwesigheid.

(6) By die toepassing van subklousule (5) word die tydperk van afwesigheid bereken vanaf die tydstop waarop die werknemer van sy werkgever se bedryfsinrigting af vertrek tot die tydstop waarop hy by die bedryfsinrigting terugkom.

(7) 'n Werkgever moet die toelae wat ingevolge subklousule (5) aan 'n werknemer betaalbaar is, aan hom betaal binne sewe dae ná sodanige werknemer se terugkoms.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepaling van klousules 3 (7) en 6 (4), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant betaal word gedurende die werkure op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal, of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n koefert of houer wees waarop aangegee word of wat vergesel gaan van 'n staat wat aantoon—

- (a) die werkgever se naam;
- (b) die werknemer se naam of sy nommer in die betaalstaat en sy klas werk;
- (c) die getal gewone werkure wat die werknemer gewerk het;
- (d) die getal ure wat die werknemer oortyd gewerk het;
- (e) die werknemer se loon;
- (f) die besonderhede omtrent enige ander besoldiging ter sake van die werknemer se diens;
- (g) die besonderhede omtrent enige bedrae wat afgetrek is;
- (h) die werklike bedrag wat aan die werknemer betaal word; en
- (i) die tydperk waarvoor die betaling geskied.

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

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

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

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

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

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

- (a) met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir ledegelde van vakverenigings;
- (b) behoudens andersluidende bepaling in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever uit sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde van sodanige afwesigheid vir sy gewone werkure ontvang het;
- (c) iedere bedrag wat 'n werkgever by wet of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) wanneer 'n werknemer daarmee instem, of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word om kos en inwoning of kos of inwoning van sy werkgever aan te neem, 'n bedrag hoogstens gelyk aan onderstaande bedrae—

	Per week.	Per maand.
(i) Kos.....	R0.40	R1.73
(ii) Inwoning.....	R0.20	R0.87
(iii) Kos en inwoning.....	R0.60	R2.60

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

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

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

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

(5) *Subsistence Allowance.*—In addition to any other remuneration due to an employee who is absent from his employer's establishment on a special trip, an employer shall pay such employee subsistence allowance in respect of any period of such absence as follows:—

- (i) To his bus driver, grade I, conductor, grade I, or artisan an amount of not less than ten cents;
- (ii) to any other employee an amount of not less than five cents,

for every completed hour of such absence.

(6) for the purpose of sub-clause (5) the period of absence shall be calculated from the time an employee leaves his employer's establishment to the time he arrives back at such establishment.

(7) The allowance payable to an employee in terms of sub-clause (5) shall be paid by an employer within seven days of such employee's return.

4. PAYMENT OF REMUNERATION.

(1) *Employees other than Casual Employees.*—Save as provided in clauses 3 (7) and 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, monthly during the hours of work on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in an envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or pay-roll number and occupation;
- (c) the number of ordinary hours of work worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the employee's wage;
- (f) the details of any other remuneration arising out of the employee's employment;
- (g) the details of any deductions made;
- (h) the actual amount paid to the employee; and
- (i) the period in respect of which payment is made;

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

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

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

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

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

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

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

	Per Week.	Per Month.
(i) Board	R0.40	R1.73
(ii) Lodging	R0.20	R0.87
(iii) Board and Lodging ...	R0.60	R2.60

- (e) wanneer die gewone werkure in klousule 5 voorgeskryf weens korttyd verminder word, 'n bedrag gelyk aan die werknemer (uitgesonderd 'n los werknemer) se uurloon vir elke uur van sodanige vermindering: Met dien verstande—
- dat geen aftrekking ten opsigte van korttyd wat deur 'n slapte in die bedryf ontstaan geskied nie, tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
 - dat ten opsigte van korttyd weens die feit dat 'n bus of busse uit orde is, geen aftrekking geskied vir die eerste uur waarin daar nie gewerk word nie, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;
- (f) ten opsigte van 'n ander openbare vakansiedag as Nuwejaarsdag, Goëie Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag waarop die werknemer op eie versoek toegelaat word om nie te werk nie, 'n bedrag gelyk aan sy dagloon;
- (g) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het aan huur van 'n huis, of aan huisvesting in 'n tehuis, wat die werknemer in 'n lokasie of Naturelledorp onder die beheer van so 'n raad of ander plaaslike bestuur bewoon.

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

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

- in die geval van 'n lid van die vervoerpersoneel—
 - agt-en-veertig in enige week van Sondag tot en met Saterdag; en
 - behoudens subparagraaf (i) hiervan, nege op 'n dag;
- in die geval van enige ander werknemer—
 - as hy 'n werkweek van ses dae werk—
 - ses-en-veertig in enige week van Maandag tot en met Saterdag; en
 - behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enige van die orige dae tot agt en 'n half verleng kan word;
 - as hy 'n werkweek van vyf dae werk—
 - ses-en-veertig in enige week van Maandag tot en met Vrydag; en
 - behoudens subparagraaf (i) hiervan, nege en 'n kwart op enige dag

(2) 'n Werkgever mag nie vereis of toelaat dat 'n los werknemer meer gewone werkure as agt op 'n dag werk nie.

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

- dat werktye wat onderbreek word deur pouses van minder as 'n uur, geag word aaneen te loop;
- dat, uitgesonderd in die geval van die vervoerpersoneel, as so 'n pouse langer as 'n uur is, die tyd bo een en 'n kwart uur geag word tyd te wees waarin daar gewerk is;
- dat 'n busbestuurder wat in so 'n pouse geen ander werk verrig as om in beheer van die bus te wees of te bly nie, by die toepassing van hierdie subklousule geag word in dié pouse nie te gewerk het nie;
- dat 'n werkgever met sy werknemer kan ooreenkom om die duur van so 'n etenspouse tot uiters 'n halfuur te verkort, en in dié geval en nadat die werkgever 'n weergawe van dié ooreenkoms by die Afdelingsinspekteur, Departement van Arbeid, van sy gebied ingedien het, kan die etenspouse aldus verkort word;
- dat, indien in die geval van 'n werknemer wie se werk dit uitsluitend of hoofsaaklik is om persele of busse skoon te maak bedoelde pouse langer as drie uur is, alle tyd bo die drie uur as deel van die gewone werkure geag word.

(4) *Ruspouses.*—'n Werkgever moet, so na as doenlik aan die middel van elke werkperiode in die voor- en namiddag, aan elkeen van sy werknemers vir wie 'n werkweek van ses-en-veertig uur voorgeskryf is 'n rus-pouse van minstens tien minute toestaan waarin die werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en so 'n pouse word geag deel van die gewone werkure van so 'n werknemer te vorm.

(5) *Weeklikse rusdag.*—'n Werkgever moet aan elkeen van sy werknemers wat lid is van die vervoerpersoneel, gedurende elke opeenvolgende sewe dae een volle rusdag toestaan: Met dien verstande dat 'n werkgever kan vereis of toelaat dat sy werknemer hoogstens nege gewone werkure op hoogstens agt om die ander rusdag werk, en ondanks andersluidende bepalings in subklousule (1) (a), word geen gewone werkure waarin op sodanige dag gewerk word, as deel van die gewone werkure wat genoemde subklousule voorskryf, gereken nie.

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

- no deduction shall be made in the case of short-time arising out of slackness of trade unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
 - in the case of short-time owing to the breakdown of a bus or buses no deduction shall be made in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;
- (f) a deduction of an amount equal to his daily wage in respect of any public holiday other than New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, on which the employee at his own request is permitted not to work;
- (g) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Native village under the control of such council or other local authority.

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

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

- in the case of a member of the transport personnel—
 - 48 in any week from Sunday to Saturday, inclusive; and
 - subject to sub-paragraph (i) hereof, nine on any day;
- in the case of any other employee—
 - if he works a six-day week—
 - 46 in any week from Monday to Saturday, inclusive; and
 - subject to sub-paragraph (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;
 - if he works a five-day week—
 - 46 in any week from Monday to Friday, inclusive; and
 - subject to sub-paragraph (i) hereof, nine and a quarter on any day.

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

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

- periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- except in the case of the transport personnel, 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;
- a bus driver who during such interval does no work other than being or remaining in charge of the bus shall be deemed for the purposes of this sub-clause not to have worked during such interval;
- 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.
- in the case of an employee who is wholly or mainly engaged in cleaning premises or buses, if such interval be longer than three hours, any period in excess of three hours shall be deemed to form part of the ordinary hours of work.

(4) *Rest Intervals.*—An employer shall grant to each of his employees for whom a 46 hour week is prescribed, a rest interval of not less than 10 minutes as near as practicable in the middle of each morning and afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(5) *Weekly Day-off.*—An employer shall grant to each of his employees who is a member of the transport personnel one full day-off during every seven consecutive days: Provided that an employer may require or permit his employee to work for not more than nine ordinary hours of work on not more than alternate days-off and, notwithstanding anything to the contrary in sub-clause (1) (a), any ordinary hours of work worked on such day shall not be reckoned as part of the ordinary hours of work prescribed in the said sub-clause.

(6) *Werkure moet opeenvolgend wees.*—Behoudens die bepalinge van subklousules (3) en (7), moet alle werkure van 'n werknemer op iedere dag op mekaar volg.

(7) *Spreiding van werktyd.*—In die geval van 'n lid van die vervoerpersoneel moet die gewone werkure, met inbegrip van die etenspouse, en alle oortyd op 'n dag voltooi word binne 'n spreiding van werktyd van veertien uur.

(8) *Oortyd.*—Alle tyd wat 'n werknemer langer as die getal gewone werkure in subklousules (1) en (2) voorgeskryf, gewerk het, word geag oortyd te wees.

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

(a) wat 'n los werknemer betref, twee uur op 'n dag;

(b) wat enige ander werknemer betref—

(i) twee uur op 'n dag;

(ii) tien uur in 'n week;

Met dien verstande dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk maar dan só dat die oortydwerk tien uur in so 'n week nie te bowe gaan nie.

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

(a) wat 'n los werknemer betref, een en 'n derde maal sy dagloon gedeel deur agt ten opsigte van elke uur of gedeelte van 'n uur wat hy op enige dag aldus gewerk het;

(b) wat enige ander werknemer betref, een en 'n derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur wat hy altesaam op enige dae in enige week aldus gewerk het.

(11) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule is nie van toepassing op 'n wag of op 'n werknemer, uitgesonderd 'n busbestuurder of 'n ambagsman, wat gereeld 'n loon van minstens R1,560 per jaar ontvang nie.

(b) Die bepalinge van subklousules (3), (4), (5), (6), (7) en (9) geld nie vir 'n werknemer onderwyl hy noodwerk verrig nie.

6. JAARLIKSE VERLOF.

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

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

(b) in die geval van iedere ander werknemer, veertien opeenvolgende kalenderdae verlof;

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

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

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

(2) Die verlof voorgeskryf in subklousule (1) moet toegestaan word vanaf 'n datum wat die werkgever bepaal: Met dien verstande—

(i) dat, as sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalinge van subklousule (3), só toegestaan word dat dit begin binne vier maande ná voltooiing van die twaalf maande diens waarop dit betrekking het; of dat, indien 'n werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daarmee ingestem het, sy werkgever sodanige verlof aan hom kan toestaan vanaf 'n datum wat nie later is nie as twee maande ná verstryking van genoemde tydperk van vier maande;

(ii) dat die tydperk van verlof nie saamval met siekteverlof wat ingevolge klousule 7 toegestaan is of, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem, met enige tydperk van militêre opleiding nie;

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

(iv) dat 'n werkgever al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande waarop die verloftyd betrekking het, van sodanige tydperk van verlof kan aftrek.

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

(i) dat so 'n werknemer sodanige versoek doen binne vier maande ná afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het; en

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

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

(6) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (3) and (7), all hours of work of an employee on any day shall be consecutive.

(7) *Spreadover.*—In the case of a member of the transport personnel the ordinary hours of work, including the meal interval, and all overtime shall on any day be completed within a spread-over of 14 hours.

(8) *Overtime.*—All time worked in excess of the number of ordinary hours of work prescribed in sub-clauses (1) and (2) shall be deemed to be overtime.

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

(a) in the case of a casual employee, two hours on any day;

(b) in the case of any other employee—

(i) two hours on any day;

(ii) 10 hours in any week;

Provided that an employee who works a five-day week may work up to four hours overtime on a Saturday but so that 10 hours are not exceeded in such week.

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

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

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

(11) *Savings.*—(a) The provisions of this clause shall not apply to a watchman or to an employee, other than a bus driver or an artisan, who regularly receives a wage of not less than R1,560 per annum.

(b) The provisions of sub-clauses (3), (4), (5), (6), (7) and (9) shall not apply to an employee while he is engaged on emergency work.

6. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 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.

(2) The leave prescribed in sub-clause (1) shall be granted as from a date fixed by the employer: Provided that—

(i) if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after completion of the 12 months of employment to which it relates or, if an employee has agreed thereto in writing before the expiry of the said period of four months, his employer may grant such leave to him as from a date not later than two months after the expiry 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 nor, unless the employee so requests and the employer agrees in writing, with any period of military training;

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

(iv) 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—

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

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

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

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

(5) Aan 'n werknemer wie se dienskontrak gedurende enige dienstermyn van twaalf maande beëindig word voordat die verlof-tydperk voorgeskryf in subklousule (1) ten opsigte van so 'n termyn opgeloopt het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens—

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

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

- (i) wat sy diens verlaat sonder om die kennis te gee en die opseggingstermyn uit te dien wat by klousule 10 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het; of
- (ii) wat sy diens sonder regsgeldige rede verlaat; of
- (iii) wat deur sy werkgewer sonder kennisgewing ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regtens genoegsaam is,

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

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

(7) By die toepassing van hierdie klousule word die uitdrukking "diens" geag ook enige tydperk of tydperke te omvat ten opsigte waarvan 'n werkgewer ingevolge klousule 10 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee en tewens alle tydperke waarin 'n werknemer afwesig is—

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

en wel tot 'n totaal in enige jaar van hoogstens tien weke ten opsigte van punte (a); (b) en (c), plus tot drie maande van enige tydperk van militêre opleiding wat hy in dié jaar ondergaan het, en die diens word geag te begin—

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

7. SIEKTEVERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werk-gewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, die volgende toe-staan—

- (a) in die geval van 'n werknemer wat 'n werkweek van vyf dae het, altesaam minstens twintig werkdade, en
- (b) in die geval van iedere ander werknemer, altesaam minstens vier-en-twintig werkdade,

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

- (i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer nie tot meer siekteverlof met volle betaling geregtig is nie as, wat 'n werknemer met 'n werkweek van vyf dae betref, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, wat enige ander werknemer betref, een werkdag ten opsigte van elke voltooide maand diens;
- (ii) dat hierdie klousule nie van toepassing is op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes, minstens gelyk aan dié wat die werknemer self daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat aan hom by ongeskiktheid in die omstandighede in hierdie klousule

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

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

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

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

- (i) who leaves his employment without having given and served the period of notice prescribed in clause 10, unless the employer has waived such notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient; or
- (iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

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

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

(7) For the purpose of this clause the expression "employ-ment" shall be deemed to include any period or periods in respect of which an employer, in terms of clause 10, pays an employee in lieu of notice and also any periods during which an employee is absent—

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

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

- (i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the coming into force of this Determination and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.

7. SICK LEAVE.

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

- (a) in the case of an employee who works a five-day week, not less than 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 sub-clause 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

vermeld, altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdag, al na gelang van die geval, in elke tydkring van vier-en-twintig maande diens betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoud van hierdie subklousule te bowe hoef te gaan nie;

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

(2) Voordat 'n werkgever 'n bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk gedurende 'n tydperk wat strek oor meer as drie opeenvolgende kalenderdae, kan hy vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n geneesheer geteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig: Met dien verstande dat wanneer 'n werknemer gedurende enige tydperk van agt opeenvolgende weke betaling kragtens hierdie klousule by twee of meer geleenthede vir tydperke van drie of minder opeenvolgende kalenderdae geëis het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die eersvolgende agt weke, as 'n voorafgaande voorwaarde vir die betaling deur hom van enige bedrag deur die werknemer kragtens hierdie klousule geëis, van die werknemer kan vereis om so 'n sertifikaat voor te lê, ongeag die duur van sodanige afwesigheid.

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

(4) By die toepassing van hierdie klousule—

- (a) word die uitdrukking "diens" geag ook enige tydperk of tydperke te omvat waarin die werknemer afwesig is—
 - (i) met verlof ingevolge klousule 6,
 - (ii) op las of versoek van sy werkgever,
 - (iii) met siekteverlof ingevolge subklousule (1),
 - (iv) vir militêre opleiding,

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

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

8. OPENBARE VAKANSIEDAE, RUSDAE EN SONDAE.

(1) Behoudens die bepalinge van klousule 4 (6), moet 'n werkgever aan 'n werknemer wat op Nuwejaarsdag, Goëie Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag nie werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

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

(3) Wanneer 'n lid van die vervoerpersoneel op sy weeklikse rusdag werk, moet sy werkgever hom betaal, hetsy—

- (a) (i) indien hy aldus 'n tydperk van hoogstens vier uur werk, minstens sy dagloon;
- (ii) indien hy aldus 'n tydperk van meer as vier uur werk, minstens dubbel sy uurloon vir elke uur of gedeelte van 'n uur van die hiele tydperk wat hy op sodanige rusdag werk, of minstens dubbel sy dagloon, watter ook al die meeste is, of

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 sub-clause;

- (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 employer 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 for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity: Provided that when an employee has during any period of eight consecutive weeks claimed payment in terms of this clause on two or more occasions for periods of three consecutive calendar days or less without producing such a certificate, his employer may during the next succeeding eight weeks, as a condition precedent to the payment by him of any amount claimed by such employee in terms of this clause, require the employee to produce such a certificate irrespective of the duration of such 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 expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

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

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

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

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

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

8. PUBLIC HOLIDAYS, DAYS OF REST AND SUNDAYS.

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

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day his employer shall, save as provided in clause 4 (6), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage for each hour or part of an hour worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(3) Whenever a member of the transport personnel works on his weekly day of rest, his employer shall pay him either—

- (a) (i) if he so works for a period of not more than four hours, not less than his daily wage;
- (ii) if he so works for a period of more than four hours, not less than double his hourly wage in respect of each hour or part of an hour of the total period worked on such day of rest, or not less than double his daily wage, whichever is the greater;

(b) minstens een en 'n derde maal sy uurloon vir elke uur of gedeelte van 'n uur wat hy altesaam op so 'n rusdag werk, en hom binne veertien dae vanaf so 'n rusdag een dag verlof toestaan en hom vir dié dag minstens sy dagloon betaal: Met dién verstande dat, as daar vereis of toegelaat word dat so 'n werknemer minder as vier uur op so 'n rusdag werk, hy geag word vier uur te gewerk het.

(4) Die bepalinge van subklousule (3) is *mutatis mutandis* van toepassing op enige ander werknemer, uitgenome 'n lid van die vervoerpersoneel, as hy op 'n Sondag werk.

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

9. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

(1) 'n Werkgewer moet in elke bus 'n geskikte oorpak gratis verskaf en dit in goeie toestand hou vir die gebruik van die busbestuurder wanneer hy op pad kleinere herstelwerk of verstellings doen.

(2) 'n Werkgewer moet alle uniforms of beskermende klere wat hy vereis dat sy werknemer dra of wat enige wet of regulasie hom verplig om aan sy werknemer te verskaf, gratis verskaf en in bruikbare toestand hou; en alle sodanige uniforms of beskermende klere bly die eiendom van die werkgewer: Met dién verstande dat 'n werkgewer sy werknemer benewens die loon in klousule 3 (1) voorgeskryf 'n uniformtoelae van minstens 65 sent per week kan betaal en sodanige werknemer dan self sy uniform of beskermende klere moet verskaf en in bruikbare toestand hou, en dit sy eiendom is en bly.

10. BEÏNDIGING VAN DIENSKONTRAK.

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

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

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

vooruit opse; of 'n werkgewer of 'n werknemer kan die kontrak sonder opsegging beëindig deurdat in plaas van opsegging die werkgewer aan die werknemer minstens die volgende betaal, of die werknemer aan die werkgewer minstens die volgende betaal of verbeur, al na gelang van die omstandighede:

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

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

Met dién verstande dat hierdeur onaangetas gelaat word—

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

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

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

Met dién verstande voorts dat, indien die loon van 'n werknemer teen die datum van die beëindiging reeds weens korttyd verminder is en die werkgewer hom betaal in plaas van sy diens op te se, die uitdrukking "ten-tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen afrekkings weens korttyd gedoen was nie".

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

(3) Die opsegging in subklousule (1) (b) voorgeskryf moet voor of op die bedryfsinrigting se gewone betaaldag vir so 'n werknemer geskied en gaan in op die dag ná sodanige betaaldag: Met dién verstande—

(i) dat die opseggingstermyn nie mag saamval met en die opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of enige tydperk van militêre opleiding nie;

(ii) dat gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 opsegging nie mag geskied nie.

(4) As 'n opseggingstermyn van slegs een werkdag vereis word, kan sodanige opsegging op enige werkdag geskied.

11. DIENSSERTIFIKAAT.

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

12. VERBOD OP INDIENSNEMING.

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

(b) not less than one and one-third times his hourly wage for each hour or part of an hour worked by him in the aggregate on such day of rest, and grant him within 14 days of such day of rest 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 day of rest, he shall be deemed to have worked for four hours.

(4) The provisions of sub-clause (3) shall *mutatis mutandis* apply to any other employee, other than a member of the transport personnel, whenever he works on a Sunday.

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

9. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

(1) An employer shall provide free of charge and maintain in good condition a suitable overall in each bus for the use of the bus driver when making minor repairs or adjustments en route.

(2) An employer shall supply and maintain in serviceable condition, free of charge, any uniform or other protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee and any such uniform or other protective clothing shall remain the property of the employer: Provided that an employer may in addition to the wage prescribed in clause 3 (1) pay his employee a uniform allowance of not less than 65 cents per week and the employee shall in such case himself provide such uniform or protective clothing and keep it in serviceable condition, and it shall be and remain his property.

10. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

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

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

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

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

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

Provided that this shall not affect—

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

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

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

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

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

(3) The notice prescribed in sub-clause (1) (b) shall be given on or before the usual pay day of the establishment for such employee and shall run from the day after such pay day: Provided that—

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

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

(4) Where only one work day's notice is required to be given, such notice may be given on any work day.

11. CERTIFICATE OF SERVICE.

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

12. PROHIBITION OF EMPLOYMENT.

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

13. DAGREGISTER.

(1) 'n Werkgewer moet sy busbestuurder voorsien van 'n dag-register wat vir sover doenlik die volgende vorm het:

DAAGLIKSE OPGAWE.

Naam van werkgewer _____
 Naam van busbestuurder _____
 Datum _____
 Tyd waarop werk begin het _____ vm./nm. _____ vm./nm.
 Tyd waarop werk opgehou het _____ vm./nm. _____ vm./nm.
 Onderbrekings:
 (1) van _____ vm./nm. tot _____ vm./nm.
 (2) van _____ vm./nm. tot _____ vm./nm.
 (3) van _____ vm./nm. tot _____ vm./nm.
 (4) van _____ vm./nm. tot _____ vm./nm.
 Getal ure gewerk _____
 Etenstye van _____ vm./nm.
 tot _____ vm./nm.
 Besonderhede omtrent enige ongeluk of vertraging _____

Datum _____ 19 _____ (Handtekening van busbestuurder.)

(2) Iedere busbestuurder moet in die dagregister in subklousule (1) vermeld oor elke dag se werk, 'n daaglikse opgawe in duplo hou en binne vier-en-twintig uur ná voltooiing van die dag se werk waarop dit betrekking het 'n afskrif daarvan by sy werk-gewer indien.

(3) Elke werkgewer moet die afskrif van die daaglikse opgawe wat ingevolge subklousule (2) by hom ingedien is, drie jaar lank ná sodanige indiening bewaar.

BYLAE.

Ek/Ons(a) _____ wat
 die Padpassasiersvervoerbedryf beoefen te _____
 verklaar hierby dat _____
 in my/ons(a) diens was van die _____ dag
 van _____ 19 _____ tot die _____ dag
 van _____ 19 _____ in die betrekking van (b) _____
 By diensbeëindiging was sy/haar(a) loon _____
 Rand _____ sent per week.

(Handtekening van werkgewer
 of gemagtigde verteenwoordiger.)

Datum _____ 19 _____

(a) Skrap wat nie van toepassing is nie.

(b) Meld die betrekking waarin die werknemer uitsluitend of hoof-saaklik in diens was, bv., busbestuurder graad I, kondukteur graad II.

No. 194.] [9 Februarie 1962.
 WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941, SOOS GEWYSIG.

PADPASSASIEVERVOERBEDRYF, DURBAN,
 INANDA EN PINETOWN.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Vastelling vir die Padpassasiersvervoerbedryf gepubliseer by Goewermenskennisgewing No. 193 van 9 Februarie 1962 oor die algemeen nie vir die werknemers wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, minder gunstig as die desbetreffende bepalings van genoemde Wet is nie.

MARAIS VILJOEN,
 Adjunk-minister van Arbeid.

13. Log Book.

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

DAILY LOG.

Name of employer _____
 Name of bus driver _____
 Date _____
 Time of starting work _____ a.m./p.m. _____ a.m./p.m.
 Time of finishing work _____ a.m./p.m. _____ a.m./p.m.
 Breaks—
 (1) from _____ a.m./p.m. to _____ a.m./p.m.
 (2) from _____ a.m./p.m. to _____ a.m./p.m.
 (3) from _____ a.m./p.m. to _____ a.m./p.m.
 (4) from _____ a.m./p.m. to _____ a.m./p.m.
 Number of hours worked _____
 Meal hours from _____ a.m./p.m.
 to _____ a.m./p.m.
 Particulars of any accident or delay _____

Date _____ 19 _____ (Signature of Bus Driver.)

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

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

SCHEDULE.

I/We (a) _____
 carrying on the Road Passenger Transportation Trade at _____
 hereby certify that _____
 was employed by me/us (a) from the _____ day
 of _____ 19 _____, to the _____ day
 of _____ 19 _____, in the occupation of
 (b) _____. At the termination of
 employment his/her (a) wage was _____ rand
 _____ cents per week.

Date _____ (Signature of Employer or
 Authorised Representative.)

(a) Delete whichever inapplicable.

(b) State occupation in which employee was wholly or mainly engaged, e.g., bus driver, grade I, conductor, grade II.

No. 194.] [9 February 1962.
 FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941, AS AMENDED.

ROAD PASSENGER TRANSPORTATION TRADE,
 DURBAN, INANDA AND PINETOWN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Determination for the Road Passenger Transportation Trade published under Government Notice No. 193 of the 9th February, 1962, on the whole to be 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.

MARAIS VILJOEN,
 Deputy-Minister of Labour.

No. 195.]

[9 Februarie 1962]

WET OP OORLOGSMAATREELS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-KOSTETOELAE INGEVOLGE OORLOGS-MAATREEL No. 43 VAN 1942, SOOS GEWYSIG.

PADPASSASIEVERVOERBEDRYF, DURBAN, INANDA EN PINETOWN.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens die bepalings van subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, hierby die toepassing van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 3 van die Loonvaststelling vir die Padpassasiersvervoerbedryf, Durban, Inanda en Pinetown, gepubliseer by Goewermentskennisgewing No. 193 van 9 Februarie 1962.

MARAIS VILJOEN,
Adjunk-minister van Arbeid.

No. 195.]

[9 February 1962]

WAR MEASURE ACT, 1940.

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

ROAD PASSENGER TRANSPORTATION TRADE, DURBAN, INANDA AND PINETOWN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-regulation (1) of regulation 4 of the regulations published under War-Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in clause 3 of the Wage Determination for the Road Passenger Transportation Trade, Durban, Inanda and Pinetown, published under Government Notice No. 193 of the 9th February, 1962.

MARAIS VILJOEN,
Deputy-Minister of Labour.



Wapen van die
Republiek van Suid-Afrika

In Kleure

Groot 11½ duim by 9 duim

Herdruk volgens plan opgemaak
deur die Kollege van Heraldiek

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