



# Government Gazette

## Extraordinary

# Buitengewone Staatskoerant

(Registered at the Post Office as a Newspaper) (As 'n Nuusblad by die Poskantoor Geregistreer)

(REGULATION GAZETTE No. 196)

(REGULASIEKOERANT No. 196)

VOL. VIII.]

PRICE 5c.

PRETORIA, 7 JUNE 1963.

PRYS 5c.

[No. 520.]

## GOVERNMENT NOTICES.

### DEPARTMENT OF LABOUR.

No. R. 839.]

[7 June 1963.]

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 238.

### NEWSPAPER PUBLISHING TRADE, CERTAIN AREAS.

By direction of the Deputy-Minister of Labour it is hereby notified in terms of sub-section (2) of section fourteen of the Wage Act, 1957, that he, acting on behalf and under the powers vested in the Minister of Labour, in sub-section (1) of section fourteen of the said Act, has made the Determination in the Schedule hereto in respect of the Newspaper Publishing Trade and has fixed the 1st day of July, 1963, as the date from which the provisions of the said Determination shall be binding.

### SCHEDULE.

#### 1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply to all employees in the Newspaper Publishing Trade in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark and Vereeniging and to the employers of such employees: Provided that it shall not apply to a newspaper seller or assistant newspaper seller if and for so long as such employee is in receipt of remuneration at a rate not less than the weekly wage prescribed in clause 3 (1) for an employee of his class, plus 20 per cent.

#### 2. DEFINITIONS.

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

- (i) "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; (ii)
- (ii) "assistant newspaper seller" means an employee who assists a newspaper seller by obtaining newspapers from him for sale, who operates under the general supervision of such newspaper seller and accounts to him for the sold and unsold newspapers so obtained; (iii)
- (iii) "casual employee" means an employee who is employed by the same employer on not more than three days in any week: (xix)

## GOEWERMENTSKENNISGEWINGS.

### DEPARTEMENT VAN ARBEID.

No. R. 839.]

[7 Junie 1963.]

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 238.

### NUUSBLADUITGEWERSBEDRYF, SEKERE GEBIEDE.

In opdrag van die Adjunk-minister van Arbeid word hierby ingevolge subartikel (2) van artikel veertien van die Loonwet, 1957, bekendgemaak dat hy, handelende namens en kragtens die bevoegdheid verleen aan die Minister van Arbeid, by subartikel (1) van artikel veertien van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van die Nuusbladuitgewersbedryf gemaak het en die 1ste dag van Julie 1963, 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 landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark en Vereeniging op alle werknemers in die Nuusbladuitgewersbedryf en op die werkgewers van sodanige werknemers van toepassing: Met dien verstande dat dit nie van toepassing is op 'n koerantverkoper of 'n assistent-koerantverkoper indien en terwyl sodanige werknemer besoldiging ontvang teen 'n tarief van minstens die weekloon wat in klousule 3 (1) vir 'n werknemer van sy klas voorgeskryf word plus twintig persent.

#### 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—

- (i) „ambagsman” 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word en by die toepassing van hierdie woordomskriving 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 word 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 van 'n sertifikaat deur bedoelde Registrateur aan hom uitgereik ingevolge artikel twee (7) of artikel sewe (3) van gemelde Wet; (i)
- (ii) „arbeider” 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (a) Gedrukte of klaargeadresseerde etikette aan kiste, bale, pakkette nuusblaai of ander pakkette heg of sodanige kiste, bale, pakkette nuusblaai of ander pakkette siabloneer of merk:

- (b) issuing newspapers to or distributing newspapers among delivery employees, newspaper sellers or assistant newspaper sellers;
- and who may record data in connection with such activities; (xxvi)
- (v) "clerk" means an employee who is engaged in writing, typing or any other form of clerical work and includes a cashier, a telephone switchboard operator and an operator of an adding, calculating or punch-card machine, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work; (xii)
- (vi) "clerk, female, qualified," means a female clerk who has had not less than four years' experience; (xv)
- (vii) "clerk, female, unqualified," means a female clerk who has had less than four years' experience; (xvi)
- (viii) "clerk, male, qualified," means a male clerk who has had not less than five years' experience; (xiii)
- (ix) "clerk, male, unqualified," means a male clerk who has had less than five years' experience; (xiv)
- (x) "delivery employee" means an employee who is engaged in delivering newspapers to individual subscribers and who may count or sell newspapers or collect cash from subscribers; (v)
- (xi) "driver of a motor vehicle" means an employee excepting a delivery employee who is engaged in driving a motor vehicle, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (vi)
- (xii) "emergency work" means any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence or theft, must be done without delay or any work necessitated by a breakdown of plant or machinery which cannot be performed during ordinary working hours; (xxii)
- (xiii) "establishment" means any premises in or in connection with which one or more employees are employed in the Newspaper Publishing Trade; (iv)
- (xiv) "experience" means, in relation to—
- (a) a clerk, the total period or periods of employment which an employee has had as a clerk in any trade or in the service of the State;
  - (b) any other class of employee, the total period or periods of employment which an employee has had in his class in the Newspaper Publishing Trade; (xxvii)
- (xv) "grade I employee" means an employee who is engaged in any one or more of the following capacities or activities—
- (a) addressograph operator;
  - (b) delivery employee;
  - (c) newspaper seller;
  - (d) changing motor vehicle wheels or mending punctures;
  - (e) checking or topping up the fuel, oil or water in motor vehicles;
  - (f) oiling or greasing motor vehicles;
  - (g) removing, cleaning or replacing motor vehicle parts, other than the work of an artisan;
  - (h) removing, putting on charge, replacing or topping up batteries of motor vehicles;
  - (i) assisting an artisan by holding articles or tools or otherwise working with him other than by the independent use of tools; (xxxiv)
- (xvi) "grade I employee, qualified," means a grade I employee who has had not less than three months' experience; (xxxv)
- (xvii) "grade I employee, unqualified," means a grade I employee who has had less than three months' experience; (xxxvi)
- (xviii) "inspector" means an employee who is engaged in any one or more of the following activities—
- (a) supervising chargehands;
  - (b) calling on customers or branches of his employer's firm in connection with the sale or delivery of newspapers or in connection with complaints arising from such sale or delivery; (ix)
- (xix) "inspector, qualified," means an inspector who has had not less than five years' experience; (x)
- (xx) "inspector, unqualified," means an inspector who has had less than five years' experience; (xi)
- (xxi) "labourer" means an employee who is engaged in any one or more of the following activities—
- (a) affixing printed or ready-addressed labels to boxes, bales, parcels of newspapers or other packages or stencilling or marking such boxes, bales, parcels
- (f) persele, geboue, goedere, voertuie of ander eiendon bewaak;
- (g) geboue of ander bouwerke wit;
- (h) laai of aflaai;
- (i) tee of dergelike drank maak en bedien;
- (j) vure maak of aan die brand hou of afval of a verwyder;
- (k) kiste, bale, pakkette nuusblaaie of ander pakkett oopmaak of toemaak;
- (l) pakkette nuusblaaie opmaak;
- (m) sorteer; (xxi)
- (iii) „assistent-koerantverkoper” ’n werknemer wat ’n koerantverkoper bystaan deur van hom nuusblaaie vir verkoop te verkry, wat onder die algemene toesig van sodanige koerantverkoper optree en aan hom verantwoording doen van die verkoopte en onverkoopte nuusblaaie aldus aan hom uitgereik; (ii)
- (iv) „bedryfsinrigting” iedere perseel waarop of in verband waarmee een of meer werknemers in die Nuusbladuitgewersbedryf in diens is; (xiii)
- (v) „besteller” ’n werknemer wat aan individuele intekenaar nuusblaaie aflewer en wat nuusblaaie mag tel of verkoop of van die intekenaars kontant mag insamel; (x)
- (vi) „bestuurder van ’n motorvoertuig” ’n werknemer, uitgesonderd ’n besteller, wat ’n motorvoertuig bestuur, en by die toepassing van hierdie woordskrywing omvat die uitdrukking „’n motorvoertuig bestuur” alle tyd waarin bestuur word, alle tyd wat die bestuurder aan werk in verband met die voertuig of die vraag bestee en alle tyd wat hy verplig is om op sy pos gereed te bly om te bestuur; (xi)
- (vii) „deeltydse bestuurder van ’n motorvoertuig” ’n werknemer wat in die reël ander werk doen as om ’n motorvoertuig te bestuur maar wat op meer as twee dae in enige week ’n motorvoertuig altesaam hoogstens drie uur op so ’n dag bestuur, en by die toepassing van hierdie woordskrywing omvat die uitdrukking „’n motorvoertuig bestuur” alle tyd waarin bestuur word en alle tyd wat die bestuurder, terwyl hy in beheer oor die voertuig is, aan werk in verband met die voertuig of die vraag bestee; (xxix)
- (viii) „eie gewig” die gewig van ’n motorvoertuig of sleepwaarsos aangegee in ’n lisensie of sertifikaat ten opsigte van so ’n motorvoertuig of sleepwa uitgereik deur ’n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat in die geval van ’n twee- of driewielige motorfiets, bromfiet of kragfiets, die eie gewig geag word hoogstens 1,000 pond te wees; (xxxvi)
- (ix) „inspekteur” ’n werknemer wat een of meer van die volgende werksaamhede verrig:—
- (a) Op onderbase, toesig hou;
  - (b) klante of filiale van sy werkgewer se saak besoek in verband met die verkoop of aflewering van nuusblaaie of met klagtes wat uit sodanige verkoop of aflewering ontstaan; (xviii)
- (x) „inspekteur, gekwalifiseerd,” ’n inspekteur met minstens vyf jaar ondervinding; (xix)
- (xi) „inspekteur, ongekwalifiseerd,” ’n inspekteur met minder as vyf jaar ondervinding; (xx)
- (xii) „klerk” ’n werknemer wat skryfwerk, tikwerk of enige ander soort klerklike werk verrig en omvat dit ook ’n kassier, ’n skakelbordtelefonis en ’n bediener van ’n optel-, reken- of ponskaartmasjien, maar geen ander klerklike werknemer wat elders in hierdie klousule omskryf word nie, ook al vorm klerklike werk ’n deel van so ’n werknemer se werk; (v)
- (xiii) „klerk, man, gekwalifiseerd,” ’n manlike klerk met minstens vyf jaar ondervinding; (viii)
- (xiv) „klerk, man ongekwalifiseerd,” ’n manlike klerk met minder as vyf jaar ondervinding; (ix)
- (xv) „klerk, vrou, gekwalifiseerd,” ’n vroulike klerk met minstens vier jaar ondervinding; (vi)
- (xvi) „klerk, vrou, ongekwalifiseerd,” ’n vroulike klerk met minder as vier jaar ondervinding; (vii)
- (xvii) „koerantverkoper” ’n werknemer wat nuusblaaie verkoop wat deur sy werkgewer aan hom uitgereik is en wat aan sy werkgewer verantwoording doen van die verkoopte en onverkoopte nuusblaaie aldus aan hom uitgedeel en wat oor assistent-koerantverkopers toesig mag hou; (xxviii)
- (xviii) „loon” die geldbedrag wat ingevolge klousule 3 (1) aan ’n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande—
- (i) dat, as ’n werkgewer sy werknemer ten opsigte van sodanige gewone werkure gereeld ’n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit dié hoër bedrag beteken;

- (f) guarding premises, buildings, goods, vehicles or other property;
- (g) limewashing buildings or other structures;
- (h) loading or unloading;
- (i) making or serving tea or similar beverages;
- (j) making or maintaining fires or removing refuse or ashes;
- (k) opening or closing boxes, bales, parcels of newspapers or other packages;
- (l) parcelling newspapers;
- (m) sorting; (ii)
- (xxii) "law" includes the common law; (xxxvii)
- (xxiii) "military training" means the continuous training which an employee is required to undergo in terms of section *twenty-one*, 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; (xx)
- (xxiv) "motor vehicle" means any power-driven vehicle used for conveying goods; (xxi)
- (xxv) "newspaper despatch employee" means an employee who is engaged in any one or more of the following activities—
- (a) receiving goods into or from a store, department or warehouse for despatch or delivery or assembling such goods;
- (b) checking or addressing packages;
- (c) making out advice slips of newspapers returned unsold;
- (d) making out delivery or railway consignment notes; (xxiii)
- (xxvi) "newspaper despatch employee, qualified," means a newspaper despatch employee who has had not less than twelve months' experience; (xxiv)
- (xxvii) "newspaper despatch employee, unqualified," means a newspaper despatch employee who has had less than twelve months' experience; (xxv)
- (xxviii) "newspaper seller" means an employee who is engaged in selling newspapers issued to him by his employer and who accounts to his employer for the sold and unsold newspapers so issued to him and who may supervise assistant newspaper sellers; (xvii)
- (xxix) "part-time driver of a motor vehicle" means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who is engaged in driving a motor vehicle for not more than four hours in the aggregate on any day, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver, while in charge of the vehicle, on work connected with the vehicle or the load; (vii)
- (xxx) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (xxx)
- (xxxi) "publisher" means an employee who is engaged in any one or more of the following activities—
- (a) compiling, checking or maintaining records concerning the distribution of newspapers made or to be made to agencies, delivery employees or newspaper sellers;
- (b) recording sales effected by agencies, delivery employees or newspaper sellers;
- (c) allocating revised supplies to agencies;
- (d) receiving cash;
- (e) ordering supplies from printers or wholesale depots; (xxxi)
- (xxxii) "publisher, qualified," means a publisher who has had not less than five years' experience; (xxxii)
- (xxxiii) "publisher, unqualified," means a publisher who has had less than five years' experience; (xxxiii)
- (xxxiv) "senior managerial, professional or administrative employee" means an employee who is charged by his employer with the performance of work entailing responsibility for taking decisions of a professional or administrative character in the conduct of the activities of an establishment; (xxviii)
- (xxxv) "senior publisher" means an employee who—
- (a) accepts delivery at the press of the whole of any edition of a newspaper and is responsible for the despatch of such edition; or
- (b) is in charge of and supervises one or more publishers and is responsible for the efficient performance by them of their duties; (xxix)
- (xix) "los werknemer" 'n werknemer wat hoogstens drie dae in enige week by dieselfde werkgever in diens is; (iii)
- (xx) "militêre opleiding" die ononderbroke opleiding waartoe 'n werknemer ingevolge artikel *een-en-twintig*, 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; (xxiii)
- (xxi) "motorvoertuig" 'n kragaangedrewe voertuig wat vir die vervoer van goedere gebruik word; (xxiv)
- (xxii) "noodwerk" alle werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, geweld daad of diefstal sonder versuim gedoen moet word of alle werk wat deur 'n defek raak van die installasie of masjinerie ontstaan, wat nie gedurende die gewone werke verrig kan word nie; (xii)
- (xxiii) "nuusbladversender" 'n werknemer wat een of meer van die volgende werksaamhede verrig:—
- (a) Goedere in of uit 'n magazyn, afdeling of pakhuis ontvang vir versending of aflewering, of sodanige goedere byeengebring;
- (b) pakkette nasien of adresseer;
- (c) adviesstrokies aangaande onverkoopte terugbesorgde nuusblaaie uitskryf;
- (d) bestel- of spoorvragbriewe uitskryf; (xxv)
- (xxiv) "nuusbladversender, gekwalifiseerd," 'n nuusbladversender met minstens twaalf maande ondervinding; (xxvi)
- (xxv) "nuusbladversender, ongekwalifiseerd," 'n nuusbladversender met minder as twaalf maande ondervinding; (xxvii)
- (xxvi) "onderbaas" 'n werknemer wat een of meer van die volgende werksaamhede verrig:—
- (a) Toesig hou op bestellers, koerantverkopers, assistent-koerantverkopers of nuusbladversenders;
- (b) nuusblaaie uitreik aan of uitdeel onder die bestellers, koerantverkopers of assistent-koerantverkopers,
- en wat die gegewens in verband met sodanige werksaamhede mag opteken; (iv)
- (xxvii) "ondervinding" met betrekking tot—
- (a) 'n klerk, die totale tydperk of tydperke wat 'n werknemer as klerk in enige bedryfstak of in die diens van die Staat gewerk het;
- (b) alle ander klasse werknemer, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Nuusbladuitgewersbedryf gewerk het; (xiv)
- (xxviii) "senior besturende, professionele of administratiewe werknemer" 'n werknemer wat deur sy werkgever belas is met werk wat die verantwoordelike meebreng om by die uitvoering van die bedryfsinrigting se werksaamhede besluite van professionele of administratiewe aard te neem; (xxxiv)
- (xxix) "senior uitgewer" 'n werknemer wat—
- (a) by die drukkerij 'n bepaalde uitgawe van 'n nuusblad in sy geheel in ontvangs neem en vir die versending van sodanige uitgawe verantwoordelik is; of
- (b) in beheer is van en toesig hou op een of meer uitgewers en moet toesien dat hulle hulle pligte behoorlik nakom; (xxxv)
- (xxx) "stukwerk" 'n stelsel waarby 'n werknemer se besoldiging op die hoeveelheid gedane werk gebaseer is; (xxx)
- (xxxi) "uitgewer" 'n werknemer wat een of meer van die volgende werksaamhede verrig:—
- (a) Aantekeninge maak, nasien of byhou oor die uitreiking van nuusblaaie wat aan agentskappe, bestellers of koerantverkopers gedoen is of staan te word;
- (b) boekhou van die verkoop deur agentskappe, bestellers of koerantverkopers;
- (c) hersiene voorrade aan agentskappe toewys;
- (d) kontant ontvang;
- (e) van drukkers of groothandelsdépôts voorrade bestel; (xxxi)
- (xxxii) "uitgewer, gekwalifiseerd," 'n uitgewer met minstens vyf jaar ondervinding; (xxxii)
- (xxxiii) "uitgewer, ongekwalifiseerd," 'n uitgewer met minder as vyf jaar ondervinding; (xxxiii)
- (xxxiv) "werknemer, graad I," 'n werknemer wat in een of meer van die volgende hoedanighede of bedrywighede werk—

(xxxvii) "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—

(i) 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;

(ii) that the first proviso shall not be construed so as to affect or include any remuneration which an employee, who is employed on any basis provided for in clause 8, received over and above the amount which he would have received if he had not been employed on such basis; (xviii)

(xxxviii) "newspaper publishing trade" means the trade in which employers and employees are associated for the purpose of carrying on the trade in respect of which the licence specified in item 5 of the First Schedule to the Licences Act, 1962, is required to be held and includes all activities incidental thereto or consequent thereon. (xxxviii)

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

### 3. REMUNERATION.

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

(a) Employees other than casual employees.

| (i)                                                                                                                                      | In all Areas.<br>Per Week. |
|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Artisan.....                                                                                                                             | 26.45                      |
| Clerk, female, qualified.....                                                                                                            | 15.69                      |
| Clerk, female, unqualified—                                                                                                              |                            |
| during the first year of experience.....                                                                                                 | 8.54                       |
| during the second year of experience.....                                                                                                | 10.32                      |
| during the third year of experience.....                                                                                                 | 12.12                      |
| during the fourth year of experience.....                                                                                                | 13.90                      |
| Clerk, male.....                                                                                                                         |                            |
| Inspector..... } qualified.....                                                                                                          | 23.10                      |
| Publisher..... } unqualified—                                                                                                            |                            |
| Clerk, male..... } during the first year of experience.....                                                                              | 9.23                       |
| Inspector..... } during the second year of experience.....                                                                               | 12.00                      |
| Publisher..... } during the third year of experience.....                                                                                | 14.77                      |
| during the fourth year of experience.....                                                                                                | 17.55                      |
| during the fifth year of experience.....                                                                                                 | 20.31                      |
| Senior publisher.....                                                                                                                    | 30.00                      |
| Driver of a motor vehicle the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle— |                            |
| (i) does not exceed 1,000 lb.....                                                                                                        | 10.00                      |
| (ii) exceeds 1,000 lb. but not 6,000 lb.....                                                                                             | 15.70                      |
| (iii) exceeds 6,000 lb. but not 10,000 lb.....                                                                                           | 19.65                      |
| (iv) exceeds 10,000 lb.....                                                                                                              | 23.80                      |
| Part-time driver of a motor vehicle.....                                                                                                 | 12.90                      |

| (ii)                                                                  | In the<br>Magisterial<br>District of<br>Johannesburg.<br>Per Week. | In all other<br>Areas.<br>Per Week. |
|-----------------------------------------------------------------------|--------------------------------------------------------------------|-------------------------------------|
| Chargehand.....                                                       | 10.50                                                              | 10.25                               |
| Newspaper despatch employee,<br>qualified.....                        | 10.00                                                              | 9.75                                |
| Newspaper despatch employee,<br>unqualified—                          |                                                                    |                                     |
| during the first six months of<br>experience.....                     | 8.50                                                               | 8.25                                |
| during the second six months of<br>experience.....                    | 9.25                                                               | 9.00                                |
| Grade I employee, qualified, of the<br>age of 18 years or over.....   | 8.50                                                               | 8.25                                |
| Grade I employee, qualified, under<br>18 years of age.....            | 6.40                                                               | 6.20                                |
| Grade I employee, unqualified, of<br>the age of 18 years or over..... | 7.50                                                               | 7.25                                |
| Grade I employee, unqualified,<br>under 18 years of age.....          | 5.60                                                               | 5.45                                |
| Assistant newspaper seller, of the                                    | 7.75                                                               | 7.50                                |

(g) onderdeel van motorvoertuie verwyder, skoonmaak of terugplaas, uitgesonderd die werk van ambagsman;

(h) batterye van motorvoertuie uithaal, laat laai, terugplaas of met water aanvul;

(i) 'n ambagsman bystaan deur artikels of gereedskaps te hou of andersins met hom saam te werk sonder om die gereedskap selfstandig te gebruik (xv)

(xxxv) „werknemer graad I, gekwalifiseerd,” 'n werknemer graad I met minstens drie maande ondervinding; (xvi)

(xxxvi) „werknemer graad I, ongekwalifiseerd,” 'n werknemer graad I met minder as drie maande ondervinding; (xvii)

(xxxvii) „Wet” ook die gemene reg; (xxii)

(xxxviii) „nuusbladuitgewersbedryf” die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om die bedryf te beoefen ten opsigte waarvan die lisensie wat in item 5 van die Eerste Bylae van die Wet op Lisensies, 1962, gehou moet word en omvat alle werksaamhede wat daarmee in verband staan daaruit voortspruit. (xxviii)

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

### 3. BESOLDIGING.

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

(a) Werknemers uitgesonderd los werknemers.

| (i)                                                                                                                                                    | In alle gebiede<br>Per week. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Ambagsman.....                                                                                                                                         | 26.45                        |
| Klerk, man.....                                                                                                                                        |                              |
| Inspekteur..... } gekwalifiseerd.....                                                                                                                  | 23.10                        |
| Uitgewer..... } ongekwalifiseerd—                                                                                                                      |                              |
| Klerk, man..... } gedurende die eerste jaar ondervinding.....                                                                                          | 9.23                         |
| Inspekteur..... } gedurende die tweede jaar ondervinding.....                                                                                          | 12.00                        |
| Uitgewer..... } gedurende die derde jaar ondervinding.....                                                                                             | 14.77                        |
| gedurende die vierde jaar ondervinding.....                                                                                                            | 17.55                        |
| gedurende die vyfde jaar ondervinding.....                                                                                                             | 20.31                        |
| Klerk, vrou, gekwalifiseerd.....                                                                                                                       | 15.69                        |
| Klerk, vrou, ongekwalifiseerd—                                                                                                                         |                              |
| gedurende die eerste jaar ondervinding.....                                                                                                            | 8.54                         |
| gedurende die tweede jaar ondervinding.....                                                                                                            | 10.32                        |
| gedurende die derde jaar ondervinding.....                                                                                                             | 12.12                        |
| gedurende die vierde jaar ondervinding.....                                                                                                            | 13.90                        |
| Senior uitgewer.....                                                                                                                                   | 30.00                        |
| Bestuurder van 'n motorvoertuig waarvan die eie gewig tesame met die eie gewig van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word— |                              |
| (i) hoogstens 1,000 lb. is.....                                                                                                                        | 10.00                        |
| (ii) meer as 1,000 lb. maar hoogstens 6,000 lb. is.....                                                                                                | 15.70                        |
| (iii) meer as 6,000 lb. maar hoogstens 10,000 lb. is.....                                                                                              | 19.65                        |
| (iv) oor 10,000 lb. is.....                                                                                                                            | 23.80                        |
| Deeltydse bestuurder van 'n motorvoertuig....                                                                                                          | 12.90                        |

| (ii)                                                             | In die land-<br>drosdistrik<br>Johannesburg.<br>Per week. | In alle<br>ander<br>gebiede.<br>Per week. |
|------------------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------|
| Onderbaas.....                                                   | 10.50                                                     | 10.25                                     |
| Nuusbladversender, gekwalifiseerd.....                           | 10.00                                                     | 9.75                                      |
| Nuusbladversender, ongekwalifiseerd—                             |                                                           |                                           |
| gedurende die eerste ses maande<br>ondervinding.....             | 8.50                                                      | 8.25                                      |
| gedurende die tweede ses maande<br>ondervinding.....             | 9.25                                                      | 9.00                                      |
| Werknemer graad I, gekwalifiseerd,<br>18 jaar oud of ouer.....   | 8.50                                                      | 8.25                                      |
| Werknemer graad I, gekwalifiseerd,<br>onder 18 jaar oud.....     | 6.40                                                      | 6.20                                      |
| Werknemer graad I, ongekwalifiseerd,<br>18 jaar oud of ouer..... | 7.50                                                      | 7.25                                      |
| Werknemer graad I, ongekwalifiseerd,<br>onder 18 jaar oud.....   | 5.60                                                      | 5.45                                      |
| Assistent-koerantverkooper. 18 jaar                              |                                                           |                                           |

(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 in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires 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 in the area in which he works, 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 day, either in addition to his own work or in substitution therefor, work of another class for which either—

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

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

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

Provided—

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

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

- (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;
- (iii) seven, in the case of an employee who works a seven-day week.

(b) The monthly wage of an employee shall be four and a 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 the weekly ordinary hours of work prescribed for such an employee in clause 5 (1).

(5) **Subsistence Allowance and Expenses.**—In addition to paying any other remuneration due to—

- (a) a driver of a motor vehicle who, on a journey undertaken in the performance of his duties, is absent from his headquarters for more than six consecutive hours, his employer shall pay him a subsistence allowance of not less than 10 cents for each hour of the total period of such absence: Provided that where it is necessary for such driver to hire accommodation on any night his employer shall pay him an amount of not less than R3 in respect of such night;
- (b) any other employee who, accompanying a driver of a motor vehicle on any journey undertaken by such driver in the performance of his duties, is absent from his headquarters for more than six consecutive hours his employer shall pay him a subsistence allowance of not less than 5 cents for each hour of the total period of such absence: Provided that where it is necessary for such employee to hire accommodation on any night his employer shall pay him an amount of not less than R1 in respect of such night:

Provided that for the purpose of this sub-clause the expression "night" means the period between 11 o'clock p.m. and 4 o'clock a.m.

(6) Any allowances and expenses payable to an employee in terms of sub-clause (5) shall be paid by an employer within seven days of the employee's written claim therefor: Provided

(b) **Los werknemer.**—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag, wat dieselfde klas werk verrig as wat van die los werknemer vereis word: Met dien verstande dat, as die werkgewer 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 werkgewer vereis dat sy los werknemer 'n tydperk van hoogstens vier opeenvolgende ure op enige dag werk, sy loon met hoogstens vyftig persent verminder mag word.

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

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

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

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

- (i) in die geval in paragraaf (a) vermeld, minstens die dagloon bereken teen die hoër tarief; en
- (ii) 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—

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

(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;
- (iii) sewe, as hy 'n werkweek van sewe 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 dié getal van die weeklikse gewone werkure wat in klausule 5 (1) vir sodanige werknemer voorgeskryf word.

(5) **Onderhoudstoelae en uitgawes.**—Benewens die betaling van enige ander besoldiging verskuldig—

- (a) aan 'n bestuurder van 'n motorvoertuig wat op iedere reis wat hy in die uitvoering van sy pligte onderneem meer as ses opeenvolgende ure van sy hoofkwartier afwesig is, moet sy werkgewer hom 'n onderhoudstoelae van minstens 10 sent betaal vir elke uur van die hele tydperk van sodanige afwesigheid: Met dien verstande dat as dit vir sodanige bestuurder nodig is om in enige nag onderdak te huur, sy werkgewer hom ten opsigte van sodanige nag 'n bedrag van minstens R3 moet betaal;
- (b) aan iedere ander werknemer wat, wanneer hy 'n bestuurder van 'n motorvoertuig vergesel op 'n reis wat sodanige bestuurder in die uitvoering van sy pligte onderneem, meer as ses opeenvolgende ure van sy hoofkwartier afwesig is, moet sy werkgewer hom 'n onderhoudstoelae betaal van minstens 5 sent vir elke uur van die hele tydperk van sodanige afwesigheid: Met dien verstande dat as dit vir sodanige werknemer nodig is om in enige nag onderdak te huur, sy werkgewer hom ten opsigte van sodanige nag 'n bedrag van minstens R1 moet betaal:

Met dien verstande dat by die toepassing van hierdie sub-klausule die woord „nag” die tydperk tussen 11-uur nm. en 4-uur vm. beteken.

(6) 'n Werkgewer moet alle toelaes en uitgawes wat ingevolge subklausule (5) aan 'n werknemer betaalbaar is, aan hom betaal binne sewe dae nadat die werknemer dit skriftelik geëis het: Met dien verstande dat 'n werknemer iedere sodanige eis indien binne een maand vanaf die tydstop waarop hy daartoe geregtig

## 4. PAYMENT OF REMUNERATION.

(1) *Employees other than Casual Employees.*—Save as provided in clauses 6 (4) and 6 (5), any amount due to an employee, other than a casual employee, shall be paid weekly or monthly in cash or, if the employer and employee have agreed thereto, by cheque, during the hours of work on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in an envelope or container, on which shall be recorded, or which shall be accompanied by a statement showing—

- the employer's name;
- the employee's name or pay roll number and occupation;
- the number of ordinary hours of work worked by the employee;
- the number of overtime hours worked by the employee;
- the employee's wage;
- the details of any other remuneration arising out of the employee's employment;
- the details of any deductions made;
- the actual amount paid to the employee; and
- the period in respect of which payment is made;

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

(2) *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—

- With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, subscriptions to trade unions or income tax;
- 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;
- a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;
- 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. |
|------------------------------|-----------|------------|
|                              | R         | R          |
| (i) Board.....               | 0.80      | 3.47       |
| (ii) Lodging.....            | 0.40      | 1.73       |
| (iii) Board and lodging..... | 1.20      | 5.20       |

- a deduction to make good any deficiency for which a delivery employee or newspaper seller is responsible in connection with newspapers entrusted to him for sale or delivery;
- 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.

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

- in the case of a senior publisher, publisher or clerk, forty-four in any week; and

## 4. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalings van klousules 6 (4) en 6 (5), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, wekeliks of maandeliks in kontant of, as die werkgever en die werknemer daartoe ooreengekom het, per tjek 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 koevert of houer wees waarop aangegee word, of wat vergesel gaan van 'n staat wat aantoon—

- die werkgever se naam;
- die werknemer se naam of sy nommer in die betaalstaat en sy beroep;
- die getal gewone werkure wat die werknemer gewerk het;
- die getal ure wat die werknemer oortyd gewerk het;
- die werknemer se loon;
- die besonderhede omtrent enige ander besoldiging ter sake van die werknemer se diens;
- die besonderhede omtrent enige bedrae wat afgetrek is;
- die werklike bedrag wat aan die werknemer betaal word en
- die tydperk waarvoor die betaling geskied;

en die koevert of houer waarop hierdie inligting aangegee word 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 bepalings van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie vereis dat sy werknemer by hom of by enige ander persoon of plek deur hom aangewys, eet of inwoon of eet en inwoon nie.

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

- Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfonds, ledelgede van vakverenigings of inkomstebelasting;
- behoudens andersluidende bepalings in hierdie Vasstelling 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;
- iedere bedrag wat 'n werkgever by wet of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- 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. |
|----------------------------|-----------|------------|
|                            | R         | R          |
| (i) Kos.....               | 0.80      | 3.47       |
| (ii) Inwoning.....         | 0.40      | 1.73       |
| (iii) Kos en inwoning..... | 1.20      | 5.20       |

- 'n aftrekking om te vergoed vir enige tekort waarvoor 'n besteller of 'n koerantverkoper aanspreeklik is ten opsigte van nuusblaaië wat vir verkoop of aflewering aan hom toevertrou is;
- 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 OORTYDWERK.

(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 senior uitgewer, 'n uitgewer of 'n klerk, vier-en-veertig in 'n week; en

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

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

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

(6) *Savings.*—(a) The provisions of this clause shall not apply to a labourer engaged in guarding premises or other property.

(b) The provisions of this clause shall not apply to a senior managerial, professional or administrative employee if and for as long as such an employee is in receipt of regular remuneration at a rate of not less than R160 per month in the case of a male employee or R120 per month in the case of a female employee.

(c) The provisions of sub-clause (4) 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 twelve months of employment with him—

(a) in the case of an employee who was required to work on more than five public holidays during such period of twelve months, twenty-eight consecutive calendar days' leave;

(b) in the case of every other employee, twenty-one 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 four 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 three times the weekly wage to which he is entitled as from the first day of the leave:

Provided that for the purpose of this clause the weekly wage of an employee who is employed on piece-work shall be calculated by dividing the remuneration payable to him by virtue of clause in respect of the three months immediately preceding the date of the accrual of his leave by thirteen or if he has had less than three months of such employment, by dividing the total remuneration so payable to him during his period of such employment by the number of completed weeks in such period.

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

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

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

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

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

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

(c) At the request of an employee for whom a wage of less

(4) *Beperking van oortydwerk.*—'n Werkgewer 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, tien uur in 'n week.

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

(a) in die geval van 'n los werknemer, anderhalf maal sy gewone loon ten opsigte van die hele tydperk wat sodanige werknemer op enige dag aldus gewerk het;

(b) in die geval van iedere ander werknemer, anderhalf maal sy gewone loon ten opsigte van die hele tydperk wat bedoelde werknemer in 'n week aldus gewerk het.

(6) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule geld nie vir 'n arbeider wat persele of ander eiendom bewaak nie.

(b) Die bepalinge van hierdie klousule geld nie vir 'n senior besturende, professionele of administratiewe werknemer indien en terwyl so 'n werknemer gereeld 'n besoldiging teen 'n tarief van minstens R160 per maand in die geval van 'n manlike of R120 per maand in die geval van 'n vroulike werknemer ontvang nie.

(c) Die bepalinge van subklousule (4) geld nie vir 'n werknemer onderwyl hy noodwerk verrig nie.

#### 6. JAARLIKSE VERLOF.

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

(a) in die geval van 'n werknemer wat gedurende sodanige tydperk van twaalf maande op meer as vyf openbare vakansiedae moes werk, agt-en-twintig opeenvolgende kalenderdae verlof;

(b) aan iedere ander werknemer, een-en-twintig opeenvolgende kalenderdae verlof,

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

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

Met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n werknemer wat stukwerk doen, bereken word deur die besoldiging wat uit hoofde van klousule 8 aan hom betaalbaar is ten opsigte van die drie maande onmiddellik voor die datum waarop die verlof hom toekom, deur dertien te deel of, indien hy minder as drie maande aldus gewerk het, deur die totale besoldiging wat aldus vir sodanige dienstydsperk aan hom betaalbaar is, te deel deur die getal van die voltooide weke in so 'n tydperk.

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

(i) dat, as sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalinge van subklousule (3), só toegestaan word dat dit begin binne vier maande ná voltooiing van die twaalf maande diens waarop dit betrekking het; of dat, as die werkgewer en sy werknemer voor die verstryking van gemelde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer toestaan vanaf 'n datum uiterlik twee maande ná die verstryking van die gemelde 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 werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding nie;

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

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

(4) Op versoek van 'n werknemer vir wie 'n loon van minder

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

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

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

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 third 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 11, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient; or
- (iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

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

(7) An employee who has become entitled to a period of leave prescribed in sub-clause (1), read with sub-clause (3), and whose contract of employment 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.

(8) For the purpose of this clause the expression "employment" shall be deemed to include any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice, and also any period or periods during which an employee is 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 period of 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 annual leave in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.

#### 7. SICK LEAVE.

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

- (a) in the case of an employee who works a seven-day week, not less than thirty-six work days; and
- (b) in the case of every other employee, not less than twenty-four work days,

sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this sub-clause not less than the wage he would have received had he

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

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

- (a) in die geval van 'n werknemer in paragraaf (a) van subklousule (1) vermeld, een-derde van die weekloon, en
- (b) in die geval van 'n werknemer in paragraaf (b) van subklousule (1) vermeld, een-vierde 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 derde voorbehoudsbepaling van 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 'n opseggingstermyn uit te dien wat by klousule 11 voorgeskryf word, tensy die werkgewer van sodanige opsegging afsien het of die werknemer die werkgewer betaal het in teenstelling van opsegging; 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.

(7) '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.

(8) By die toepassing van hierdie klousule word die uitdrukking "diens" geag ook elke tydperk te omvat ten opsigte waarvan 'n werkgewer ingevolge klousule 12 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee en tevens 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 hoogstens 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 inwerkingtreding 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 inwerkingtreding van hierdie Vasstelling in diens was en vir wie enige wet gegeld het wat vir jaarlikse verlof voorsiening maak maar wat nog nie tot 'n tydperk van jaarlikse verlof ingevolge daarvan geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (iii) in die geval van enige ander werknemer, op die datum waarop so 'n werknemer by sy werkgewer in diens getree het of op die datum van die inwerkingtreding van hierdie Vasstelling, en wel op die jongste van die twee datums.

#### 7. SIEKTEVERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer wat weer ongeskiktheid van die werk afwesig is, die volgende toestaan:—

- (a) In die geval van 'n werknemer wat 'n werkweek van sewe dae het, altesaam minstens ses-en-dertig werkdag, en
- (b) in die geval van iedere ander werknemer, altesaam minstens vier-en-twintig werkdag,

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—

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

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

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

(2) An employer may, as a condition precedent to the payment of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period exceeding 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 twenty-four months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

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

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

(i) on leave in terms of clause 6;

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

(iii) on sick leave in terms of sub-clause (1);

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

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

#### 8. PIECE-WORK AND COMMISSION WORK.

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

(ii) dat hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes, minstens gelyk aan dié wat die werknemer self daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat aan hom by ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir vier-en-twintig of ses-en-dertig werkdade, al na gelang van die geval, in elke tydkring van vier-en-twintig maande diens betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoudsbepaling van hierdie klousule te bowe hoef te gaan n e;

(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 bepaling van hierdie klousule n e geld 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, as 'n werknemer gedurende enige tydperk van agt opeenvolgende weke by twee of meer geleenthede vir tydperke van drie of minder opeenvolgende kalenderdae betaling kragtens hierdie klousule geëis het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die daaropvolgende agt weke, as 'n voorafgaande voorwaarde vir die betaling deur hom van enige bedrag wat die werknemer kragtens hierdie klousule eis, kan vereis dat die werknemer so 'n sertifikaat voorlê 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 dié siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy die nie reeds gedoen het nie, by afloop van gemelde tydkring, of by diensbeëindiging van 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 hoogstens 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 inwerkingtreding 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 Ongevalwet, 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. STUKWERK EN KOMMISSIEWERK.

(1) Ná minstens een week kennisgewing aan sy werknemer kan 'n werkgever 'n stukwerkstelsel invoer en, behoudens die bepaling van klousule 4 (6), moet die werkgever 'n werknemer wat volgens so 'n stukwerkstelsel werk, besoldigend teen die tarief wat volgens dié stelsel geld: Met dien verstande dat die werkgever, ongeag die hoeveelheid gedane werk, die werknemer minstens die volgende betaal:—

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

(3) An employer who intends to cancel or amend any piece-work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than one month's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give not less than the period of notice agreed upon.

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

#### 9. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

(1) An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall or other protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee and any such uniform, overall or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to launder and/or maintain any such uniform, overall or protective clothing in which event the employer shall pay such employee an allowance of not less than 10 cents per week.

(2) An employer shall supply free of charge to his delivery employee, newspaper seller or assistant newspaper seller serviceable waterproof protection for the head and legs and a waterproof cape and such articles shall remain the property of the employer: Provided that an employer may in lieu of providing such articles pay to such employee, in addition to any other remuneration due to him, an allowance of not less than 35 cents per month.

#### 10. 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: Provided that this clause shall not apply in respect of an employee whose contract of employment is terminated within two months from the date of his engagement.

#### 11. 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.

(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—

(2) 'n Werkgewer moet 'n lys van die tarief vermeld in su klousule (1) op 'n opvallende plek in sy bedryfsinrigting aa geplak hou.

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

(4) Ondanks andersluidende bepalings in hierdie klousule, ho 'n werkgewer 'n los werknemer geen kennis te gee van sy voo neme om 'n stukwerkstelsel in te voer of af te skaf of te wys nie.

#### 9. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

(1) 'n Werkgewer moet alle uniforms, oorpakke of and beskermerende klere wat hy vereis dat sy werknemers dra of w enige wet of regulasie hom verplig om aan sy werknemer verskaf, gratis verskaf en in bruikbare en sindelike toestaar hou; en alle sodanige uniforms, oorpakke of ander beskermerende klere bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer kan vereis dat 'n werknemer sodanige uniform oorpak of beskermerende klere was en in orde hou, en dan mo die werkgewer so 'n werknemer 'n toelae van minstens 10 se per week betaal.

(2) 'n Werkgewer moet aan sy besteller, koerantverkoper v assistent-koerantverkoper bruikbare waterdigte beskerming v die kop en bene en 'n waterdigte reënmantel gratis verskaf, e sodanige artikels bly die eiendom van die werkgewer: Met die verstande dat instede van sodanige artikels te verskaf die werl gewer so 'n werknemer, benewens enige ander besoldiging aan ho verskuldig, 'n toelae van minstens 35 sent per maand kan betaa

#### 10. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak om 'n ander rede as diensverlatin beëindig word, moet die werkgewer aan die betrokke werkneme uitgesonderd 'n los werknemer, 'n dienssertifikaat gee wat hoofsaak die vorm het wat in die Bylae tot hierdie Vaststellin voorgeskryf word en waarin die volle naam van die werkgewe en van sy werknemer, die klas werk van die werknemer, d aanvangs- en die beëindigingsdatum van die kontrak en d werknemer se weekloon ten tyde van sodanige beëindiging aa gegee word: Met dien verstande dat hierdie klousule nie va toepassing is op 'n werknemer wie se dienskontrak binne twe maande vanaf die datum van sy indiensneming beëindig wor nie.

#### 11. BEËINDIGING VAN DIENSKONTRAK.

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

- (a) gedurende die eerste vier weke diens, minstens een werl dag,
- (b) ná die eerste vier weke diens, minstens 'n week,

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

- (i) in die geval van een werkdag opsegging, die dagloon wa die werknemer ten tyde van sodanige beëindiging on vang;
- (ii) in die geval van 'n week opsegging, die weekloon wat d werknemer ten tyde van sodanige beëindiging ontvang

Met dien verstande dat hierdeur onaangetas gelaat word—

- (i) die reg van 'n werkgewer om sy werknemer om op enig regsgeldige grond die kontrak sonder opsegging t beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werk nemer waarin voorsiening gemaak word vir 'n opseggings termyn wat vir beide partye ewe lank is en langer is a dié wat hierdie klousule voorskryf;
- (iii) die werking van verbeurings of boetes wat regtens va toepassing mag wees op 'n werknemer wat sy diens verlaa

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

(3) Die opsegging in subklousule (1) (b) voorgeskryf moet voo of op die bedryfsinrigting se gewone betaaldag vir so 'n werk nemer geskied en gaan in op die dag ná sodanige betaaldag: Me dien verstande—

- (i) dat die onseggingsstermyn nie mag saamval met en d

**SCHEDULE.**

We(a).....  
 ing on trade in the Newspaper Publishing Trade at.....  
 .....  
 by certify that.....  
 employed by me/us(a) from the..... day  
 ..... 19..... to the..... day  
 of..... 19..... in the occupation of (b)  
 her(a) wage was..... rand ..... cents  
 week.

(Signature of Employer or  
 Authorised Representative.)

- a) Delete whichever inapplicable.  
 b) State occupation in which employee was wholly or mainly  
 engaged, e.g., clerk, grade I employee, labourer.

No. R. 840.] [7 June 1963.

**WAR MEASURES ACT, 1940.**

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

**NEWSPAPER PUBLISHING TRADE, CERTAIN  
 AREAS.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN,  
 Deputy-Minister of Labour, in terms of sub-regulation  
 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 Newspaper Publishing  
 Trade, Certain Areas, published under Government  
 Notice No. 839 of the 7th June, 1963.

M. VILJOEN,  
 Deputy-Minister of Labour.

No. R. 841.] [7 June 1963.

**Factories, Machinery and Building Work  
 ACT, 1941, AS AMENDED.**

**NEWSPAPER PUBLISHING TRADE, CERTAIN  
 AREAS.**

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 provi-  
 sions of the Determination for the Newspaper Publishing  
 Trade published under Government Notice No. 839 of  
 the 7th June, 1963, 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.

M. VILJOEN,  
 Deputy-Minister of Labour.

**BYLAE.**

EK/Ons(a).....  
 wat die Nuusbladuitgewersbedryf uitoefen te.....  
 .....  
 verklaar hierby dat.....  
 in my/ons(a) diens was van die..... dag van  
 ..... 19..... tot die..... dag van  
 ..... 19..... as(b).....  
 By diensbeëindiging was sy/haar(a) loon.....  
 rand..... sent per week.

(Handtekening van werkgewer of  
 gemagtigde verteenwoordiger.)

Datum.....

- (a) Skrap wat nie van toepassing is nie.  
 (b) Meld die klas werk waarin die werknemer uitsluitend of  
 hoofsaaklik in diens was, bv., klerk, werknemer graad 1,  
 arbeider.

No. R. 840.] [7 Junie 1963.

**WET OP OORLOGSMAATREËLS, 1940.**

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

**NUUSBLADUITGEWERSBEDRYF, SEKERE  
 GEBIEDE.**

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 lere  
 voorgeskryf word in klousule 3 van die Loonvasstelling  
 vir die Nuusbladuitgewersbedryf, Sekere Gebiede, gepubli-  
 seer by Goewermentskennisgewing No. 839 van 7 Junie  
 1963.

M. VILJOEN,  
 Adjunk-minister van Arbeid.

No. R. 841.] [7 Junie 1963.

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
 1941, SOOS GEWYSIG.**

**NUUSBLADUITGEWERSBEDRYF, SEKERE  
 GEBIEDE.**

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-  
 e, Masjinerie en Bouwerk, 1941, soos gewysig, dat die  
 bepalings van die Vasstelling vir die Nuusbladuitgewers-  
 bedryf gepubliseer by Goewermentskennisgewing No. 839  
 van 7 Junie 1963, oor die algemeen nie vir die werknemers  
 wie se werkure en beloning ten opsigte van oortyd, open-  
 bare feesdae en werk op Sondae en openbare feesdae  
 daarby gereël word, minder gunstig as die desbetreffende  
 bepalings van genoemde Wet is nie.

M. VILJOEN,  
 Adjunk-minister van Arbeid.

**CONTENTS.**

| No.     | Department of Labour.                                                           | PAGE |
|---------|---------------------------------------------------------------------------------|------|
|         | GOVERNMENT NOTICES.                                                             |      |
| R. 839. | Wage Determination No. 238: Newspaper<br>Publishing Trade, Certain Areas ... .. | 1    |
| R. 840. | Newspaper Publishing Trade, Certain<br>Areas: Notice in Terms of the War        | 11   |

**INHOUD.**

| No.     | Departement van Arbeid.                                                                                      | BLADSY |
|---------|--------------------------------------------------------------------------------------------------------------|--------|
|         | GOEWERMENTSKENNISGEWINGS.                                                                                    |        |
| R. 839. | Loonvasstelling No. 238: Nuusbladuit-<br>gewersbedryf, Sekere Gebiede ... ..                                 | 1      |
| R. 840. | Nuusbladuitgewersbedryf, Sekere Gebiede;<br>Kennisgewing Kragtens die Wet op<br>Oorlogsmatreëls, 1940 ... .. | 11     |

## DEPARTMENT OF POSTS AND TELEGRAPHS

# POSTAGE RATES

## TO DESTINATIONS IN SOUTH AFRICA

|                               |                                                          |
|-------------------------------|----------------------------------------------------------|
| Letters (surface mail).....   | 2½c for first oz.; 1c for each additional oz.            |
| Letters (air mail).....       | 3c for first oz.; 1½c for each additional oz.            |
| Postcards (surface mail)..... | 1½c each.                                                |
| Postcards (air mail).....     | 2c each.                                                 |
| Aerogrammes.....              | 2½c each.                                                |
| Printed Papers.....           | 1c for first 2 oz.; ½c for each additional 2 oz.         |
| Commercial papers.....        | 1c per 2 oz.                                             |
| Newspapers.....               | ½c per 4 oz. per copy. Limit of weight per packet, 1 lb. |
| Samples.....                  | 1c per 2 oz.                                             |

## PARCELS (SURFACE MAIL)

## Ordinary Parcels:

|                                                                                                                                            |                                              |      |
|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|------|
| (a) Parcels (excepting agricultural and air parcels) posted in South Africa for delivery within South Africa (excepting South West Africa) | Up to 8 oz.....                              | 5c   |
|                                                                                                                                            | Above 8 oz. up to 2 lb.....                  | 10c  |
|                                                                                                                                            | Above 2 lb. up to 7 lb.....                  | 30c  |
|                                                                                                                                            | Above 7 lb. up to 11 lb.....                 | 60c  |
|                                                                                                                                            | Above 11 lb. up to 22 lb.....                | 110c |
| (b) Parcels (excepting air parcels) posted in South Africa for delivery in South West Africa                                               | Up to 8 oz.....                              | 5c   |
|                                                                                                                                            | Above 8 oz up to 1 lb.....                   | 7c   |
|                                                                                                                                            | For every additional lb. or fraction thereof | 7c   |
|                                                                                                                                            |                                              |      |

|                                            |                                     |
|--------------------------------------------|-------------------------------------|
| For Basutoland, Swaziland, Mozambique..... | 7c per lb.                          |
| For Bechuanaland Protectorate              | 7c per lb. (Kazungula 11c per lb.). |

|                             |                                                  |
|-----------------------------|--------------------------------------------------|
| Parcels (agricultural)..... | 2½c per lb.                                      |
| Parcels (air mail).....     | 10c per ½ lb.                                    |
| *Cash on delivery fees..... | For trade charges up to and including R2.... 15c |
|                             | For each additional R2 or part thereof..... 2½c  |

| †Parcel insurance fees..... | Fee.                                                                     | Limits of compensation. |
|-----------------------------|--------------------------------------------------------------------------|-------------------------|
|                             | 5c                                                                       | R10                     |
|                             | 6c                                                                       | R20                     |
|                             | Plus 1c for each additional R20 or part thereof up to a maximum of R400. |                         |

|                            |                                                |
|----------------------------|------------------------------------------------|
| Registration fee.....      | 5c per article.                                |
| Express delivery fees..... | Handling charge..... 5c                        |
|                            | Delivery charge 5c per mile or part of a mile. |

N.B.—The postage rates on letters, postcards, aerogrammes, printed papers, commercial papers and samples to destinations in the African Postal Union [Angola; Basutoland; the Bechuanaland Protectorate; Burundi; Cameroon, Republic of; Congo, Republic of (Leopoldville); Federation of Rhodesia and Nyasaland; French Equatorial Africa (Gabon, Republic of); Congo, Republic of (Brazzaville); Central African Republic; Chad, Republic of; Kenya; Madagascar; Mozambique; Rwanda; South West Africa; Swaziland; Tanganyika; Uganda] are the same as those within South Africa for surface and air mail, respectively.

\* A C.O.D. service is also available to the following countries of the African Postal Union: Kenya, Uganda and Tanganyika, Mozambique and the Federation.

† An Insured parcel service is also available to the Federation. Parcels for this destination cannot, however, be insured for more than R120.

## DEPARTEMENT VAN POS-EN-TELEGRAAFWESE

# POSTARIEWE

## NA BESTEMMINGS IN SUID-AFRIKA

|                          |                                                                |
|--------------------------|----------------------------------------------------------------|
| Briewe (landpos).....    | 2½c vir eerste ons; 1c vir elke bykomende ons.                 |
| Briewe (lugpos).....     | 3c vir eerste ons; 1½c vir elke bykomende ons.                 |
| Poskaarte (landpos)..... | 1½c elk.                                                       |
| Poskaarte (lugpos).....  | 2c elk.                                                        |
| Lugbriewe.....           | 2½c elk.                                                       |
| Drukwerk.....            | 1c vir eerste 2 onse; ½c vir elke bykomende 2 onse.            |
| Handelstukke.....        | 1c per 2 onse.                                                 |
| Nuusblaie.....           | ½c per 4 onse per eksemplaar. Maksimum gewig per pakkie, 1 lb. |
| Monsters.....            | 1c per 2 onse.                                                 |

## PAKKETTE (LANDPOS)

## Gewone pakkette:

|                                                                                                                             |                           |
|-----------------------------------------------------------------------------------------------------------------------------|---------------------------|
| (a) Pakkette (behalwe landbou- en lugpakkette) gepos in Suid-Afrika vir aflewering in Suid-Afrika (behalwe Suidwes-Afrika). | Tot 8 onse..... 5c        |
|                                                                                                                             | Bo 8 onse tot 2 lb. 10c   |
|                                                                                                                             | Bo 2 lb. tot 7 lb... 30c  |
|                                                                                                                             | Bo 7 lb. tot 11 lb.. 60c  |
|                                                                                                                             | Bo 11 lb. tot 22 lb. 110c |

|                                                                                           |                                                    |
|-------------------------------------------------------------------------------------------|----------------------------------------------------|
| (b) Pakkette (behalwe lugpakkette) gepos in Suid-Afrika vir aflewering in Suidwes-Afrika: | Tot 8 onse..... 5c                                 |
|                                                                                           | Bo 8 onse tot 1 lb. 7c                             |
|                                                                                           | Vir elke bykomende lb. of gedeelte daarvan..... 7c |

|                                            |                                                |
|--------------------------------------------|------------------------------------------------|
| Vir Basoetoland, Swaziland, Mosambiek..... | 7c per lb.                                     |
| Betsjoeanaland-protectoraat.               | 7c per lb. (Kazungula 11c per lb.).            |
| Pakkette (landbou).....                    | 2½c per lb.                                    |
| Pakkette (lugpos).....                     | 10c per ½ lb.                                  |
| *K.B.A.-geld.....                          | Vir handelsbedrae tot en met R2..... 15c       |
|                                            | Vir elke bykomende R2 of gedeelte daarvan. 2½c |

| †Pakketversekeringsgeld.... | Versekeringsgelde.                                                 | Maksimum vergoeding. |
|-----------------------------|--------------------------------------------------------------------|----------------------|
|                             | 5c                                                                 | R10                  |
|                             | 6c                                                                 | R20                  |
|                             | Plus 1c vir elke R20 of gedeelte daarvan tot 'n maksimum van R400. |                      |

|                      |                                                 |
|----------------------|-------------------------------------------------|
| Registrasiegeld..... | 5c per posstuk.                                 |
| Spoedbestelgeld..... | Hanteerkoste..... 5c                            |
|                      | Afleweringkoste 5c per myl of gedeelte daarvan. |

L.W.—Die postariewe op briewe, poskaarte, lugbriewe, drukwerk, handelstukke en monsters na bestemmings in die Posunie van Afrika [Angola; Basoetoland; Betsjoeanaland-protectoraat; Burundi; Federasie van Rhodesië en Njassaland; Frans-Ekwatoriaal-Afrika (Gaboen, Republiek); Kongo, Republiek (Brazzaville); Sentraal-Afrika, Republiek; Tsaad, Republiek; Kameroen, Republiek; Kenja; Kongo, Republiek (Leopoldstad); Madagaskar; Mosambiek; Rwanda; Suidwes-Afrika; Swaziland; Tanganjika; Uganda] is dieselfde as dié binne Suid-Afrika vir land- en lugpos, onderskeidelik.

\* 'n K.B.A.-diens is ook beskikbaar na die volgende lande van die Posunie van Afrika: Kenja, Uganda en Tanganjika, Mosambiek en die Federasie.

† 'n Versekerde pakketdiens is ook beskikbaar na die Federasie. Pakkette vir dié bestemming kan egter nie vir meer as R120 verseker word nie.

# Buy National Savings Certificates