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GOEWERMENTSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. R. 1187.] [2 Augustus 1963.

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 244.

DAMESKOUSNYWERHEID, 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 Dameskousnywerheid gemaak het en die 26ste dag van Augustus 1963 bepaal het as die datum waarop die bepalinge van genoemde Vasstelling bindend word.

BYLAE.**1. GEBIED EN OMVANG VAN DIE VASSTELLING.**

Hierdie Vasstelling is van toepassing op alle werknemers in die dameskousnywerheid en op die werkgewers van sodanige werknemers in die volgende gebiede:—

Kaapprovinsie.—Die landdrostdistrikte Bellville, die Kaap, Oos-Londen, Simonstad en Wynberg.

Natal.—Die landdrostdistrik Estcourt.

Oranje Vrystaat.—Die landdrostdistrik Parys.

Transvaal.—Die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Randfontein, Roodepoort, Springs, Vanderbijlpark en Vereeniging en die munisipale gebied van Pretoria.

2. WOORDOMSKRYWINGS.

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

“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—

(i) “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 ’n sertifikaat deur bedoelde Registrateur aan hom uitgereik ingevolge of artikel *twee* (7) of artikel *sewe* (3) van genoemde Wet;

(ii) “werk wat in die reël deur ’n geskoolde ambagsman verrig word” ook die stel of oorstel van ’n masjien vir stylverandering;

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. R. 1187.] [2 August 1963.

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 244.

THE INDUSTRY FOR THE MANUFACTURE OF LADIES' STOCKINGS, 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 of and under the powers vested in the Minister of Labour, by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto in respect of The Industry for the Manufacture of Ladies' Stockings and has fixed the 26th day of August, 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 industry for the manufacture of ladies' stockings and to the employers of such employees in the following areas:—

Cape Province.—The Magisterial Districts of Bellville, the Cape, East London, Simonstown and Wynberg.

Natal.—The Magisterial District of Estcourt.

Orange Free State.—The Magisterial District of Parys.

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

2. DEFINITIONS.

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

“artisan” means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression—

(i) “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 *twee* (7) or section *sewe* (3) of the said Act;

(ii) “work normally performed by a skilled artisan” includes the setting or re-setting of a machine for change in style;

"ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en die stoomdruk in 'n stoomketel in stand hou en wat die vuur in so 'n stoomketel mag maak of stook of daar uithaal;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is;

"vormer" 'n werknemer wat kouse oor beenvorms plaas volgens grootte vóór behandeling in 'n stoomkamer of kouse van beenvorms verwyder na sodanige behandeling en die kouse volgens instruksies wat ontvang is, in bondels plaas;

"klerk" 'n werknemer wat skryf-, tik- of liasseerwerk verrig, 'n rekenmasjiën of 'n ponskaartmasjiën bedien of enige ander soort klerklike werk verrig en omvat dit 'n kassier, versendingsklerk, pakhuisman en 'n telefoonskakelbordbediener, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, ondanks die feit dat klerklike werk 'n deel van so 'n werknemer se werk vorm;

"klerk, vrou, gekwalifiseer," 'n vroulike klerk met minstens vier jaar ondervinding;

"klerk, vrou, ongekwalifiseer," 'n vroulike klerk met minder as vier jaar ondervinding;

"klerk, man, gekwalifiseer," 'n manlike klerk met minstens vyf jaar ondervinding;

"klerk, man, ongekwalifiseer," 'n manlike klerk met minder as vyf jaar ondervinding;

"dag" met betrekking tot 'n skofwerker, die tydperk van viertien-twentig uur gereken vanaf die tydstop waarop die werknemer begin werk;

"versendingsklerk" 'n werknemer wat belas is met die versending of verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, weeg, verpakking, merk, adresseer of versending van sodanige goedere of pakkette;

"bestuurder van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig bestuur, en by die toepassing van hierdie woordskrywing omvat die uitdrukking "n motorvoertuig bestuur" alle tyd wat hy vir die bestuur gebruik, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tyd wat hy verplig is om op sy pos gereed te bly om te bestuur;

"kleurder" 'n werknemer wat verantwoordelik is vir en werkzaam is in die kleurproses en wat beslis oor die aard, gewig, vermenging en aanwending van die kleurstowwe of ander chemikalieë wat gebruik moet word;

"kleurdersassistent" 'n werknemer wat, onder die toesig van 'n kleurder, vir die meng van kleure verantwoordelik is, of wat die masjiene wat in die kleur of droog van kouse gebruik word, bedien of daarvoor toesig hou;

"noodwerk" alle werk wat weens onvoorsiene omstandighede soos brand, storms, ongelukke, epidemies, gewelddade, diefstal of die onklaarraking van installasies of masjinerie, sonder versuim gedoen moet word en alle werk in verband met die nasien of herstel van 'n installasie of masjinerie wat nie gedurende die gewone werkure gedoen kan word nie;

"bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die dameskousnywerheid in diens is;

"ondervinding", met betrekking tot—

(a) 'n klerk, die totale tydperk of tydperke diens wat 'n werknemer as 'n klerk in enige bedryf of in diens van die Staat gehad het;

(b) enige ander klas werknemer, die totale tydperk of tydperke diens wat hy as werknemer van sy klas in die dameskousnywerheid gehad het;

"fabrieksklerk" 'n werknemer wat een of meer van die volgende pligte verrig—

(a) bywoningsregisters nagaan of besonderhede aanteken van werknemers aan die werk of wat afwesig is van werk; loonkaarte of -koerte gereed maak sodat 'n klerk dit later kan gebruik;

(b) besonderhede van werkkragte vir produksiebeheer nagaan of aanteken;

(c) fakture of ander dokumente met 'n masjiën of die hand kopieer;

(d) besonderhede aanteken van materiale en algemene voorrade wat gebruik is of gebruik gaan word, of voorraadrekords byhou;

(e) besonderhede van afval aanteken;

"fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens agttien maande ondervinding;

"fabrieksklerk, ongekwalifiseer," 'n fabrieksklerk met minder as agttien maande ondervinding;

"voorman" 'n werknemer wat oor die werknemers in 'n bedryfsinrigting toesig hou en beheer voer en wat toesien dat hulle die werk doeltreffend verrig;

"boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler;

"casual employee" means an employee who is employed by the same employer on not more than three days in any week;

"boarder" means an employee who is engaged in placing stockings on leg forms according to size preparatory to treatment in a steam chamber or removing stockings from leg forms after such treatment and placing such stockings in batches according to instructions received;

"clerk" means an employee who is engaged in writing, typing, filing, operating a calculating or a punch card machine or in any other form of clerical work and includes a cashier, despatch clerk, storeman and a telephone switchboard operator 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;

"clerk, female, qualified," means a female clerk who has had not less than four years' experience;

"clerk, female, unqualified," means a female clerk who has had less than four years' experience;

"clerk, male, qualified," means a male clerk who has had not less than five years' experience;

"clerk, male, unqualified," means a male clerk who has had less than five years' experience;

"day", in relation to a shift worker, means the period of twenty-four hours calculated from the time the employee commences work;

"despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, weighing, packing, marking, addressing or despatching of such goods or packages;

"driver of a motor vehicle" means an 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;

"dyer" means an employee who is responsible for and engaged in the dyeing process and who decides on the nature, weight, blending and application of the dyes or other chemicals to be used;

"dyer's assistant" means an employee who, under the supervision of a dyer, is responsible for the mixing of colours or who attends or operates the machines used in the dyeing or drying of stockings;

"emergency work" means any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay and any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours;

"establishment" means any premises in or in connection with which one or more employees are employed in the industry for the manufacture of ladies' stockings;

"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 industry for the manufacture of ladies' stockings;

"factory clerk" means an employee who is engaged in any one or more of the following duties—

(a) checking attendance records or recording particulars of employees at work or absent from work; preparing wage cards or envelopes for subsequent use by a clerk

(b) checking or recording for production control particulars of labour employed;

(c) copying invoices or other documents by machine or hand;

(d) recording particulars of materials or general stores consumed or to be consumed or keeping stock records;

(e) recording particulars of waste;

"factory clerk, qualified," means a factory clerk who has had not less than eighteen months' experience;

"factory clerk, unqualified," means a factory clerk who has had less than eighteen months' experience;

"foreman" means an employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

"werknemer graad I" 'n werknemer wat een of meer van die volgende werksaamhede verrig—

- (1) koustone sluit deur middel van 'n skakelproses;
- (2) kouse ondersoek vir defekte nadat dit gekleur is;
- (3) kouse gradeer of sorteer volgens lengte, grootte of gehalte;
- (4) lere in kouse met die hand of 'n masjien heelmaak;
- (5) nate van gepasweefde kouse met 'n masjien stik;

"werknemer graad I, gekwalifiseer," 'n werknemer graad I met minstens twee jaar ondervinding;

"werknemer graad I, ongekwalifiseer," 'n werknemer graad I met minder as twee jaar ondervinding;

"werknemer graad II" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig—

- (1) vormer;
- (2) koustone sluit, uitgesonderd deur middel van 'n skakelproses;
- (3) kleurder se assistent;
- (4) kouse vou, toedraai of in dose plaas;
- (5) breiersassistent wat ook halfvoltooide kouse vir defekte ondersoek;
- (6) kouse heelmaak, uitgesonderd soos in (4) by 'n werknemer graad I omskryf;
- (7) kouse wat in dose geplaas is, vir versending of aflewering verpak;
- (8) kouse afwerk deur oortollige garedrade met die hand of 'n masjien af te knip;

"werknemer graad II, gekwalifiseer," 'n werknemer graad II met minstens twaalf maande ondervinding;

"werknemer graad II, ongekwalifiseer," 'n werknemer graad II met minder as twaalf maande ondervinding;

"werknemer graad III" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig—

- (1) kartonhouers bymekaarmaak of opstel;
- (2) breiersassistent;
- (3) blankostukke van mekaar skei;
- (4) die naam, handelsmerk of grootte op kouse stempel of sjabloneer;
- (5) afgewerkte of halfafgewerkte kouse van een afdeling na 'n ander in 'n bedryfsinrigting neem;

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

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

"faktotum" 'n werknemer wat minder belangrike herstel- of opknappingswerk aan geboue of ander strukture doen;

"dameskousnywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of aan registrasie onderworpe is, vir die vervaardiging van dameskouse uit kunsvesel, sy, katoen, wol, of enige samestelling daarvan of uit enige ander materiaal en omvat dit die vervaardiging van gare vir hierdie doel; en ook alle werksaamhede wat gepaard gaan met of voortspruit uit enige van bogenoemde werksaamhede;

"breiersassistent" 'n werknemer wat onder die algemene toesig van 'n masjienbreier een of meer van die volgende werksaamhede verrig—

- (1) los garedrade of dons uit naalde verwyder; en van wie vereis mag word om die swak werkverrigting van 'n masjien te rapporteer;
- (2) spoel verwyder of terugplaas;
- (3) masjiene inry;

"arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig—

- (1) goedere of ander artikels, uitgesonderd soos in (5) van 'n werknemer graad III gemeld, dra, verskuif, opstapel of uitpak;
- (2) persele, installasie, masjiene, gereedskap, gerei of ander artikels skoonmaak of was;
- (3) uitskotkouse stukkend sny of op 'n ander manier vernietig;
- (4) tuinwerk;
- (5) wit- of kleurkalk op geboue of ander strukture aanbring;
- (6) laai of aflaai;
- (7) vure maak of onderhou, of vullis of as verwyder;
- (8) kartondose, kassies, sakke of ander houers oop- of toemaak of uitpak of verbind;
- (9) tee of dergelike drankie maak of bedien;

"wet" ook die gemene reg;

"grade I employee" means an employee who is engaged in any one or more of the following activities—

- (1) closing toes of stockings by means of a linking process;
- (2) examining stockings after dyeing for defects;
- (3) grading or sorting stockings according to length, size or quality;
- (4) mending ladders in stockings by hand or machine;
- (5) seaming fully-fashioned stockings by machine;

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

"grade I employee, unqualified," means a grade I employee who has had less than two years' experience;

"grade II employee" means an employee who is engaged in any one or more of the following capacities or activities—

- (1) boarder;
- (2) closing toes of stockings other than by means of a linking process;
- (3) dyer's assistant;
- (4) folding, wrapping or boxing stockings;
- (5) knitter's assistant who also examines semi-completed stockings for defects;
- (6) mending stockings, other than as in (4) of grade I employee;
- (7) packing boxed stockings for despatch or delivery;
- (8) trimming surplus threads off stockings by hand or machine;

"grade II employee, qualified," means a grade II employee who has had not less than twelve months' experience;

"grade II employee, unqualified," means a grade II employee who has had less than twelve months' experience;

"grade III employee" means an employee who is engaged in any one or more of the following capacities or activities—

- (1) Assembling or setting up cardboard containers;
- (2) knitter's assistant;
- (3) separating blanks;
- (4) stamping or stencilling the name, brand or size on stockings;
- (5) taking finished or semi-finished stockings from one department to another within an establishment;

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

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

"handyman" means an employee who is engaged in making minor repairs or renovations to buildings or other structures;

"Industry for the Manufacture of Ladies' Stockings" means the industry in which employers and employees are associated in establishments which are registered or liable for registration in terms of the Factories, Machinery and Building Work Act, 1941, for the manufacture of ladies' stockings from artificial fibre, silk, cotton, wool, or any combination thereof or of any other material and includes the manufacture of yarn for this purpose; and includes all operations incidental to or consequent on any of the aforesaid activities;

"knitter's assistant" means an employee who, under the general supervision of a machine knitter, is engaged in any one or more of the following activities—

- (1) removing loose threads or fluff from needles; and who may be required to report the malfunctioning of a machine;
- (2) removing or replacing bobbins;
- (3) threading machines;

"labourer" means an employee who is engaged in one or more of the following activities—

- (1) carrying, moving, stacking or unpacking goods or other articles, other than as in (5) of grade III employee;
- (2) cleaning or washing premises, plant, machines, tools, utensils or other articles;
- (3) cutting up or otherwise destroying rejected stockings;
- (4) gardening work;
- (5) lime-washing or colour-washing buildings or other structures;
- (6) loading or unloading;
- (7) making or maintaining fires, or removing refuse or ashes;
- (8) opening or closing or unpacking or strapping cartons, boxes, bags or other containers;
- (9) preparing or serving tea or similar beverages;

"law" includes the common law;

"masjienbreier" 'n werknemer wat oor die algemeen in beheer staan van en verantwoordelik is vir die werking van 'n breimasjien of stel breimasjiene en wie se pligte ook een of meer van die volgende werksaamhede omvat—

- (a) klein verstelinkies aan sodanige masjien of masjiene maak;
- (b) naalde verwyder of terugplaas;
- (c) sodanige masjien of masjiene verstel, uitgesonderd vir styl;
- (d) toesig hou oor een of meer breiersassistentie;

"masjienbreier, gekwalifiseer," 'n masjienbreier met minstens drie jaar ondervinding;

"masjienbreier, ongekwalifiseer," 'n masjienbreier met minder as drie jaar ondervinding;

"militêre opleiding" die ononderbroke opleiding waartoe 'n werknemer ingevolge artikel *een-en-twintig*, gelees met sub-artikels (1) en (2) van artikel *twee-en-twintig* van die Verdedigingswet, 1957, verplig word, maar dit omvat 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;

"motorvoertuig" 'n kragvoertuig wat gebruik word vir die vervoer van goedere buite die werkgewer se bedryfsinrigting en omvat dit 'n voorhaker en 'n trekker;

"deeltydse bestuurder van 'n motorvoertuig" 'n werknemer wat in die reël ander werk doen as 'n motorvoertuig 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 dié woordskrywing omvat die uitdrukking "n motorvoertuig bestuur" alle tyd waarin bestuur word en alle tyd wat die bestuurder, terwyl hy in beheer van die voertuig is, aan werk in verband met die voertuig of die vraag bestee;

"stukwerk" 'n stelsel waarby 'n werknemer se besoldiging op die hoeveelheid gedane werk gegrond is;

"senior besturende, professionele of administratiewe werknemer" 'n werknemer wat deur die werkgewer belas is met werk wat die verantwoordelikheid meebring om by die uitvoering van die bedryfsinrigting se werksaamhede besluite van professionele of administratiewe aard te neem;

"toesighouer" 'n werknemer wat onder die algemene toesig van 'n voorman in beheer staan van 'n groep werknemers;

"skofwerker" 'n werknemer wat skofwerk doen in die brei- of vormafdelings van 'n bedryfsinrigting waarin drie opeenvolgende skofte op 'n dag op minstens vyf dae in 'n week gewerk word;

"korttyd" 'n tydelike vermindering van die gewone werkure weens 'n slapte in die bedryf, 'n tekort aan grondstowwe, 'n kragonderbreking, 'n algemene onklaarraking van installasie of masjinerie of 'n werklike of dreigende ineenstorting van geboue;

"pakhuisman" 'n werknemer wat die algemene beheer het oor die voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wie se plig dit is om in 'n stoor of pakhuis goedere te ontvang, op te berg, te verpak of uit te pak of om uit 'n stoor of pakhuis goedere, hetsy aan die verbruiksafdelings in 'n bedryfsinrigting, of vir versending, af te lewer;

"sleepwa" enige voertuig wat deur 'n motorvoertuig gesleep word;

"eie gewig" die gewig van 'n motorvoertuig of sleepwa soos 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 driewielmotorfiets, 'n bromponie of 'n bromfiets of 'n traphets met hulpmotor, die eie gewig geag word hoogstens 1,000 lb. te wees;

"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 'n werknemer vir sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié wat in klousule 3 (1) voorgeskryf word, dit die hoër bedrag beteken;
- (ii) dat die eerste voorbehoudsbepaling nie so uitgelê word dat dit enige besoldiging raak of omvat wat 'n werknemer in diens op 'n grondslag waarvoor klousule 9 voorsiening maak, ontvang het bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;

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

"machine knitter" means an employee who is in general charge of and responsible for the operation of a knitting machine or set of knitting machines and whose duties include any one or more of the following activities—

- (a) making minor adjustments to such machine or machines;
- (b) removing or replacing needles;
- (c) re-setting such machine or machines except for style;
- (d) supervising one or more knitter's assistants;

"machine knitter, qualified," means a machine knitter who has had not less than three years' experience;

"machine knitter, unqualified," means a machine knitter who has had less than three years' experience;

"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;

"motor vehicle" means any power-driven vehicle used for conveying goods outside the employer's establishment and includes a mechanical horse and a tractor;

"part-time driver of a motor vehicle" means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such 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;

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

"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;

"supervisor" means an employee who, under the supervision of a foreman is in charge of a group of employees;

"shift worker" means an employee who is engaged on shift work in the knitting or boarding sections of an establishment in which three consecutive shifts per day are worked on no less than five days per week;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a power failure, a general breakdown of plant or machinery or an actual breakdown or threatened breakdown of buildings;

"storeman" means an employee who is in general charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing, or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;

"trailer" means any conveyance drawn by a motor vehicle

"unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles. Provided that in the case of a two or three-wheeled motorcycle, motor scooter or autocycle or cycle fitted with an auxiliary engine the unladen weight shall be deemed not to exceed 1,000 lb.;

"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 an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;
- (ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provide for in clause 9, received over and above the amount which he would have received if he had not been employed on such a basis;

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

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

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

3. BESOLDIGING.

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

(a) *Werknemers, uitgesonderd los werknemers—*

	In die Landdrosdistrikte van Estcourt en Parys.	In alle ander gebiede.
	Per week. R	Per week. R
Ambagsman.....	22.45	26.45
Klerk, vrou, gekwalifiseer.....	12.46	15.69
Klerk, vrou, ongekwalifiseer—		
Gedurende die eerste jaar ondervinding.....	6.92	8.54
Gedurende die tweede jaar ondervinding.....	8.31	10.15
Gedurende die derde jaar ondervinding.....	9.69	12.00
Gedurende die vierde jaar ondervinding.....	11.08	13.90
Klerk, man, gekwalifiseer.....	19.15	23.07
Klerk, man, ongekwalifiseer—		
Gedurende die eerste jaar ondervinding.....	7.62	9.23
Gedurende die tweede jaar ondervinding.....	9.92	12.00
Gedurende die derde jaar ondervinding.....	12.23	14.77
Gedurende die vierde jaar ondervinding.....	14.54	17.54
Gedurende die vyfde jaar ondervinding.....	16.85	20.31
Kleurder.....	22.45	26.45
Fabrieksklerk, gekwalifiseer.....	9.50	12.25
Fabrieksklerk, ongekwalifiseer—		
Gedurende die eerste ses maande ondervinding.....	6.50	8.50
Gedurende die tweede ses maande ondervinding.....	7.50	9.75
Gedurende die derde ses maande ondervinding.....	8.50	11.00
Voorman.....	28.00	30.00
Toesighouer.....	14.50	16.00
Faktotum.....	12.00	14.00
Bestuurder van 'n motorvoertuig waarvan die eie gewig saam met die eie gewig van enige sleepwa of sleepwaens wat deur sodanige voertuig gesleep word—		
(i) hoogstens 1,000 lb. is.....	7.50	9.20
(ii) meer is as 1,000 lb., maar hoogstens 6,000 lb.....	11.00	13.00
(iii) meer is as 6,000 lb. maar hoogstens 10,000 lb.....	13.20	15.70
(iv) meer is as 10,000 lb.....	17.80	20.80
Deeltydse bestuurder van 'n motorvoertuig.....	8.00	10.00;

(ii)

3. REMUNERATION.

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

(a) *Employees, other than casual employees—*

	In the Magisterial Districts of Estcourt and Parys.	In all Other Areas.
	Per Week. R	Per Week. R
Artisan.....	22.45	26.45
Clerk, female, qualified.....	12.46	15.69
Clerk, female, unqualified:—		
During the first year of experience.....	6.92	8.54
During the second year of experience.....	8.31	10.15
During the third year of experience.....	9.69	12.00
During the fourth year of experience.....	11.08	13.90
Clerk, male, qualified.....	19.15	23.07
Clerk, male, unqualified:—		
During the first year of experience.....	7.62	9.23
During the second year of experience.....	9.92	12.00
During the third year of experience.....	12.23	14.77
During the fourth year of experience.....	14.54	17.54
During the fifth year of experience.....	16.85	20.31
Dyer.....	22.45	26.45
Factory clerk, qualified.....	9.50	12.25
Factory clerk, unqualified:—		
During the first six months of experience....	6.50	8.50
During the second six months of experience..	7.50	9.75
During the third six months of experience....	8.50	11.00
Foreman.....	28.00	30.00
Supervisor.....	14.50	16.00
Handyman.....	12.00	14.00
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.....	7.50	9.20
(ii) exceeds 1,000 lb. but not 6,000 lb.....	11.00	13.00
(iii) exceeds 6,000 lb. but not 10,000 lb.....	13.20	15.70
(iv) exceeds 10,000 lb.....	17.80	20.80
Part-time driver of a motor vehicle.....	8.00	10.00;

	In die Landdrosdistrikte van Estcourt en Parys.	In die Landdrosdistrik van Oos-Londen.	In alle ander gebiede.
	Per week. R	Per week. R	Per week. R
Masjienbreier, gekwalifiseer.....	15.00	16.00	17.76
Masjienbreier, ongekwalifiseer—			
Gedurende die eerste ses maande ondervinding.....	6.00	7.00	7.35
Gedurende die tweede ses maande ondervinding.....	7.25	8.25	8.60
Gedurende die derde ses maande ondervinding.....	8.50	9.50	9.85
Gedurende die vierde ses maande ondervinding.....	9.75	10.75	11.10
Gedurende die vyfde ses maande ondervinding.....	11.25	12.25	13.25
Gedurende die sesde ses maande ondervinding.....	13.00	14.00	15.50
Werknemer graad I, gekwalifiseer.....	9.50	10.00	10.66
Werknemer graad I, ongekwalifiseer—			
Gedurende die eerste ses maande ondervinding.....	5.00	5.50	6.50
Gedurende die tweede ses maande ondervinding.....	6.15	6.65	7.60
Gedurende die derde ses maande ondervinding.....	7.25	7.75	8.65
Gedurende die vierde ses maande ondervinding.....	8.40	8.90	9.70
Werknemer graad II, gekwalifiseer.....	7.50	8.00	8.20
Werknemer graad II, ongekwalifiseer—			
Gedurende die eerste ses maande ondervinding.....	5.00	5.50	6.50
Gedurende die tweede ses maande ondervinding.....	6.25	6.75	7.35
Werknemer graad III, gekwalifiseer.....	6.50	7.00	7.50
Werknemer graad III, ongekwalifiseer—			
Gedurende die eerste drie maande ondervinding.....	4.50	5.00	5.50
Gedurende die tweede drie maande ondervinding.....	5.50	6.00	6.50
Ketelbediener of wag.....	5.00	6.50	7.50
Arbeider, man, 18 jaar oud en ouer.....	4.50	6.00	7.00
Arbeider, man, jonger as 18 jaar.....	3.40	4.50	5.25
Arbeider, vrou.....	3.60	4.80	5.60
Werknemer wat nie elders in hierdie klousule spesifiek gemeld word nie.....	6.50	7.00	7.50

(ii)

	In the Magisterial Districts of Estcourt and Parys.	In the Magisterial District of East London.	In all other Areas.
	Per Week. R	Per Week. R	Per Week. R
Machine knitter, qualified.....	15.00	16.00	17.76
Machine knitter, unqualified:—			
During the first six months of experience.....	6.00	7.00	7.35
During the second six months of experience.....	7.25	8.25	8.60
During the third six months of experience.....	8.50	9.50	9.85
During the fourth six months of experience.....	9.75	10.75	11.10
During the fifth six months of experience.....	11.25	12.25	13.25
During the sixth six months of experience.....	13.00	14.00	15.50
Grade I employee, qualified.....	9.50	10.00	10.66
Grade I employee, unqualified:—			
During the first six months of experience.....	5.00	5.50	6.50
During the second six months of experience.....	6.15	6.65	7.60
During the third six months of experience.....	7.25	7.75	8.65
During the fourth six months of experience.....	8.40	8.90	9.70
Grade II employee, qualified.....	7.50	8.00	8.20
Grade II employee, unqualified:—			
During the first six months of experience.....	5.00	5.50	6.50
During the second six months of experience.....	6.25	6.75	7.35
Grade III employee, qualified.....	6.50	7.00	7.50
Grade III employee, unqualified:—			
During the first three months of experience.....	4.50	5.00	5.50
During the second three months of experience.....	5.50	6.00	6.50
Boiler attendant and Watchman.....	5.00	6.50	7.50
Labourer, male, 18 years of age and over.....	4.50	6.00	7.00
Labourer, male, under 18 years of age.....	3.40	4.50	5.25
Labourer, female.....	3.60	4.80	5.60
Employee not elsewhere in this clause specifically mentioned.....	6.50	7.00	7.50

(b) *Los werknemers.*—Aan 'n los werknemer moet ten opsigte van elke dag of deel 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 'n los werknemer die werk verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" die weekloon beteken wat voorgeskryf word vir 'n gekwalifiseerde werknemer van dié klas, en voorts met dien verstande dat, as die werkgewer vereis dat 'n 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 klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus, en, behoudens die bepalings van klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat in subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word, ongeag die vraag of hy in so 'n week die maksimum getal gewone werkure wat ingevolge klousule 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 subklousule (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 subklousule nie geld wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus nie;
- (ii) dat, tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vastelling so uitgelê mag word dat dié 'n werkgewer belet om te vereis dat 'n werknemer 'n ander klas werk verrig waarvoor die voorgeskryfde loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(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, in die geval van alle ander werknemers.

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

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

(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 fifty per cent.

(2) *Basic 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,

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

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

Provided—

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

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

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

(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 ordinary weekly hours of work prescribed in clause 5 for an employee of his class.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepalings van klousule 6 (4), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure of binne vyftien minute na afloop van die werkdag, op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal (of, in die geval van 'n skofwerker op 'n tydstop waarvoor sodanige werknemer en sy werkgever ooreengekom word en wat gedurende die gewone kantoorure van die bedryfsinrigting is, maar nie later nie as vier-en-twintig uur ná 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 in verband met die werknemer se diens;
- besonderhede omtrent enige bedrae wat afgetrek is;
- die werklike bedrag wat aan die werknemer betaal word; en
- die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer waarop hierdie besonderhede aangegeven 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) *Etes en inwoning.*—Behoudens die bepalings van die Natu-
relle (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 ople 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-, siektebystand-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledelgelde van vakverenigings;
- behoudens andersluidende bepalings in hierdie Vastelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever uit sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde van sodanige afwesigheid vir sy gewone werkure ontvang het;
- 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 Natu-
relle (Stadsgebiede) Konsolidasiewet, 1945, verplig word om kos en inwoning of kos of inwoning van sy werkgever aan te neem, 'n bedrag wat hoogstens gelyk is aan onderstaande bedrae—

	Per week.	Per maand.
	R	R
(i) Etes.....	0.80	3.47
(ii) Inwoning.....	0.40	1.73
(iii) Etes en inwoning.....	1.20	5.20

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

- dat geen aftrekking geskied nie ten opsigte van korttyd wat deur 'n slapte in die bedryf of 'n tekort aan grondstowwe ontstaan, tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
- dat ten opsigte van korttyd weens 'n kragonderbreking of 'n algemene onklaarraking van installasie of masjinerie of 'n onklaarraking of dreigende ineenstorting van geboue, geen aftrekking geskied vir die eerste uur waarin daar gewerk word nie, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;
- ten opsigte van 'n ander openbare vakansiedag as Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag waarop die werknemer op eie versoek toegelaat word om nie te werk nie, 'n bedrag gelyk aan sy dagloon;

4. PAYMENT OF REMUNERATION.

(1) *Employees other than Casual Employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work or within fifteen minutes of ceasing work on the usual pay-day of the establishment for such employee (or in the case of a shift worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than twenty-four hours after the usual pay-day) 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, or subscriptions to trade unions;
- 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

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

- that no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
- that no deduction shall be made in the case of short-time owing to a power failure or a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;
- a deduction of an amount equal to his daily wage in respect of any public holiday other than New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, on which the employee at his own request is permitted not to work;

- (g) 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 OORTYDURE, EN BETALING VIR OORTYD.

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

- (a) in die geval van 'n werknemer, uitgesonderd 'n skofwerker, wat ses dae in 'n week werk—
- ses-en-veertig in enige week van Maandag tot en met Saterdag; en
 - behoudens die bepalings van subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigen van die orige dae tot agt en 'n half verleng kan word;
- (b) in die geval van 'n werknemer, uitgesonderd 'n skofwerker, wat vyf dae in 'n week werk—
- ses-en-veertig in enige week van Maandag tot en met Vrydag; en
 - behoudens die bepalings van subparagraaf (i) hiervan, nege en 'n kwart op enige dag;
- (c) in die geval van 'n skofwerker—
- ses-en-veertig in enige week van Sondag tot en met Saterdag; en
 - behoudens die bepalings van subparagraaf (i) hiervan, agt op enige dag.

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

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

- dat, behalwe waar voorbehoud (iv) van toepassing is, werktye wat onderbreek word deur pouses van minder as 'n uur, geag word aaneen te loop;
- dat, as so 'n pouse langer as 'n uur is, elke tydperk van meer as een en 'n kwart uur geag word tyd te wees waarin daar gewerk is;
- dat 'n bestuurder van 'n motorvoertuig wat in so 'n pouse geen ander werk verrig as om in die beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word in dié pouse nie te gewerk het nie;
- dat 'n werkgever met sy werknemer kan ooreenkom om die duur van so 'n etenspouse tot uiters 'n halfuur te verkort, en in dié geval en nadat die werkgever 'n weergawe van dié ooreenkoms by die Afdelingsinspekteur, Departement van Arbeid, van sy gebied ingedien het, kan die etenspouse aldus verkort word;
- dat hoogstens een sodanige pouse gedurende die gewone werkure op enige dag geag word geen deel van die gewone werkure te vorm nie;
- dat, as op enige dag, as gevolg van oortydwerk, van 'n werkgever vereis word dat hy aan 'n werknemer 'n tweede etenspouse toestaan, sodanige pouse op versoek van die werknemer verminder mag word na vyftien minute, mits die totale tydperk wat deur die werknemer ná die eerste pouse van die dag gewerk word nie sewe uur te bowe gaan nie en sodanige tweede etenspouse mag geag word geen deel van die gewone werkure of oortydwerk te vorm nie;
- dat sodanige pouse nie op enige dag aan 'n skofwerker gedurende sy gewone werkure toegestaan hoef te word nie indien aan hom gedurende sodanige uur die geleentheid gegee word om op sy pos 'n ete te nuttig.

(4) *Ruspouses.*—'n Werkgever moet aan elkeen van sy werknemers 'n ruspouse van minstens tien minute so na as doenlik in die middel van elke oggend- en middagwerktydperk toestaan waarin die werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en so 'n pouse word geag deel van die gewone werkure van so 'n werknemer te vorm.

(5) *Werkure moet opeenvolgend wees.*—Behoudens die bepalings van subklousule (3), moet alle werkure van 'n werknemer op iedere dag op mekaar volg.

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

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

- wat 'n los werknemer betref, twee uur op 'n dag;
- wat iedere ander werknemer betref, tien uur in 'n week.

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

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

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

- (a) in the case of an employee, other than a shift worker, who works a six-day week—
- forty-six in any week from Monday to Saturday, inclusive; and
 - subject to sub-paragraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and one-half;
- (b) in the case of an employee, other than a shift worker, who works a five-day week—
- forty-six in any week from Monday to Friday, inclusive; and
 - subject to sub-paragraph (i) hereof, nine and one-quarter on any day;
- (c) in the case of a shift worker—
- forty-six in any week from Sunday to Saturday, inclusive; and
 - subject to sub-paragraph (i) hereof, eight on any day.

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

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

- that, except when proviso (iv) applies, periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- that if such interval be longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked;
- that a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this sub-clause not to have worked during such interval;
- that an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour, and in that event and after the employer has lodged a statement of such agreement with the Divisional Inspector, Department of Labour, for his area, the meal interval may be so reduced;
- that not more than one such interval during the ordinary hours of work on any day shall be deemed not to form part of the ordinary hours of work;
- that when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may at the request of the employee, be reduced to fifteen minutes so long as the total period worked by the employee after the first meal interval of the day does not exceed seven hours and such second meal interval may be deemed not to be part of the ordinary hours of work or overtime;
- that such an interval need not be granted to a shift worker during his ordinary hours of work on any day if he is given the opportunity during such hours of having a meal while at his post.

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

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

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

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

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

(8) *Vroulike werknemers.*—Ondanks andersluidende bepalings hierdie klousule, mag 'n werkgewer nie vereis of toelaat dat 'n vroulike werknemer—

- (a) tussen 6-uur nm. en 6-uur vm. werk nie;
- (b) op meer as vyf dae in 'n week na 1-uur nm. werk nie;
- (c) meer as twee uur oortyd op 'n dag werk nie, behalwe dat 'n werknemer met 'n werkweek van vyf dae, op 'n Saterdag tot vier uur oortyd kan werk;
- (d) op meer as drie opeenvolgende dae in 'n week oortyd werk nie;
- (e) op meer as sestig dae in 'n jaar oortyd werk nie;
- (f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd werk nie, tensy hy—
 - (i) so 'n werknemer voor die middag kennis daarvan gegee het; of
 - (ii) so 'n werknemer van 'n behoorlike ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of
 - (iii) so 'n werknemer minstens vyf-en-twintig sent betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat die oortydwerk begin.

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

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

(10) *Rusdag.*—'n Werkgewer moet aan elkeen van sy skofwerkers een volle rusdag in 'n week toestaan: Met dien verstande dat indien 'n werkgewer van so 'n werknemer vereis of toelaat om op sy rusdag te werk, die ure aldus gewerk eag word nie deel te wees van die gewone werkure wat in subklousule (1) voorgeskryf word nie.

(11) *Voorbehoudsbepalings.*—(a) Die bepalings van hierdie klousule geld nie vir 'n wag nie.

(b) Die bepalings van hierdie klousule geld nie vir 'n voorman, of vir 'n senior besturende professionele of administratiewe werknemer, indien en terwyl so 'n werknemer gereeld 'n besoldiging teen 'n tarief van minstens R156 per maand ontvang nie.

(c) Die bepalings van subklousules (3), (4), (5) en (7) geld nie vir 'n werknemer onderwyl hy noodwerk verrig nie.

(d) Die bepalings van subklousule (4) geld nie vir 'n bestuurder van 'n motorvoertuig, 'n arbeider wat op 'n motorvoertuig help, 'n deeltydse bestuurder van 'n motorvoertuig, of 'n skofwerker nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalings 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) wat 'n wag betref, een-en-twintig opeenvolgende kalenderdae verlof;
- (b) aan iedere ander werknemer, veertien opeenvolgende kalenderdae verlof;

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

- (i) wat 'n werknemer in paragraaf (a) vermeld betref, 'n bedrag van minstens drie maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is;
- (ii) wat 'n werknemer in paragraaf (b) vermeld betref, 'n bedrag van minstens twee 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 verrig, bereken word op die grondslag uiteengesit in artikel twintig (5) (a) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941.

(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 bepalings van subklousule (3), só toegestaan word dat dit begin binne vier maande na voltooiing van die twaalf maand diens waarop dit betrekking het of, as die werkgewer en werknemer daartoe skriftelik ooreengekom het voor die afloop van gemelde tydperk van vier maande, moet die werkgewer aan die werknemer sodanige verlof toestaan vanaf 'n datum nie later as twee maande na afloop van die gemelde tydperk van vier maande nie;
- (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, as Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte van Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal moet word;

(8) *Female Employees.*—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work—

- (a) between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) after 1 o'clock p.m. on more than five days a week;
- (c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday;
- (d) overtime on more than three consecutive days in any week;
- (e) overtime on more than sixty days in any year;
- (f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee; or
 - (ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or
 - (iii) paid such employee not less than twenty-five cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

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

(10) *Day of Rest.*—An employer shall grant to each of his shift workers one full day of rest in any week: Provided that if an employer requires or permits such an employee to work on his day of rest, the hours so worked shall be deemed not to be part of the ordinary hours of work prescribed in sub-clause (1).

(11) *Savings.*—(a) The provisions of this clause shall not apply to a watchman.

(b) The provisions of this clause shall not apply to a foreman or to a senior managerial professional or administrative employee if and for so long as such an employee is in receipt of regular remuneration at a rate of not less than R156 per month.

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

(d) The provisions of sub-clause (4) shall not apply to a driver of a motor vehicle, a labourer assisting on a delivery vehicle, a part-time driver of a motor vehicle, or a shift worker.

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

and shall pay such employee in respect of such leave—

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

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

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

(iv) 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 'n werknemer mag '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 na 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 dié twee datums.

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

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

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

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

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

- (i) wat sy diens verlaat sonder om die kennis te gee en die opseggingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of die werknemer die werkgewer in plaas van kennisgewing betaal het; of
- (ii) wat sy diens sonder regsgeldige rede verlaat; of
- (iii) wat deur sy werkgewer sonder kennisgewing ontslaan word om redes wat vir sodanige ontslag sonder kennisgewing regtens genoegsaam is,

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

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

(7) By die toepassing van hierdie klousule word die uitdrukking "diens" geag elke tydperk te omvat ten opsigte waarvan 'n werkgewer ingevolge klousule 12 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee en teweens alle tydperke waarin 'n werknemer afwesig is—

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

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

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

(8) (a) Ondanks andersluidende bepalinge in hierdie klousule, mag 'n werkgewer te eniger tyd, maar hoogstens een maal in enige tydperk van twaalf maande sy bedryfsinrigting vir jaarlikse verlofdoeleindes vir veertien opeenvolgende kalenderdae sluit, plus enige addisionele dae wat ingevolge die derde voorbehoudsbepaling by subklousule (2) bygevoeg mag word.

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

(3) (a) At the written request of 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.

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

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

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

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

- (i) who leaves his employment without having given any served the period of notice prescribed in clause 12, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient; or
- (iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice;

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

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

(7) For the purpose of this clause the expression "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 has not become entitled to a period of leave in terms thereof on the date on which such employment commenced;
- (iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave any time, but not more than once in any period of twelve months close his establishment for fourteen consecutive calendar days plus any additional days that may have to be added by virtue of the third proviso to sub-clause (2).

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfs-nrigting ooreenkomstig paragraaf (a) nie geregtig is op die volle tydperk van jaarlikse verlof wat in subklousule (1) (b) voorgeskryf word nie, moet ten opsigte van enige verlof wat hom toekom, deur sy werkgever op die grondslag gemeld in subklousule (5) betaal word, en vir jaarlikse verlofdoeleindes daarna word sy liens geag om op die datum van sodanige sluiting van die bedryfsnrigting te begin.

7. SIEKTEVERLOF.

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

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

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

- (i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer nie tot meer siekteverlof met volle betaling geregtig is nie as, wat 'n werknemer met 'n werkweek van vyf dae betref, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, wat enige ander werknemer betref, een werkdag ten opsigte van elke voltooide maand diens;
- (ii) dat hierdie klousule nie 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 twintig of vier-en-twintig werkdade, na gelang van die geval, in elke tydkring van vier-en-twintig maande diens betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas, soos uiteengesit in die eerste voorbehoud van hierdie subklousule, te bowe hoef te gaan nie;
- (iii) dat, indien 'n werkgever ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige gelde wel betaal, die aldus betaalde bedrag afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;
- (iv) dat, indien 'n werkgever by enige ander wet verplig word om 'n werknemer sy volle loon te betaal ten opsigte van enige tydperk van ongeskiktheid wat deur hierdie klousule gedek word, die bepaling van hierdie klousule nie geld nie.

(2) Voordat 'n werkgever 'n bedrag betaal wat 'n werknemerragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk—

- (a) vir meer as een dag; of
- (b) op 'n Maandag; of
- (c) op enige dag wat onmiddellik op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag volg;

kan hy eis dat die werknemer 'n sertifikaat voorlê wat deur 'n geneesheer geteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig: Met dien verstande dat wanneer 'n werknemer gedurende enige tydperk van tot agt weke betalingragtens hierdie klousule by twee of meer geleenthede ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke wat onmiddellik volg op die aaste sodanige geleentheid, van hom mag vereis om sodanige sertifikaat voor te lê ten opsigte van enige afwesigheid.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van vier-en-twintig maande diens by dieselfde werkgever weens ongeskiktheid langer afwesig is as die siekteverlof wat hom ten yde van sodanige ongeskiktheid toekom, is hy geregtig tot betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by floop van gemelde dienstydkring, of by diensbeëindiging voor odanige afloop, hom ten opsigte van dié langer tydperk van fwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hom by sodanige afloop of beëindiging toekom, nog ie 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;

(b) An employee who at the date of the closing of an establishment in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in sub-clause (1) (b) shall in respect of any leave due to him be paid by his employer on the basis set out in sub-clause (5), and for the purpose of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment.

7. SICK LEAVE.

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

- (a) in the case of an employee who works a five-day week, not less than twenty 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 worked during such period: Provided—

- (i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work day in respect of each completed month of employment;
- (ii) 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 or twenty-four 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 by him of any amount claimed in terms of this clause by an employee in respect of any absence from work—

- (a) for more than one day; or
- (b) on any Monday; or
- (c) on any day immediately succeeding New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day;

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

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

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

- (b) beteken "ongeskiktheid" die onvermoë om te werk weens siekte of besering, behalwe as dit deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat, as die onvermoë om te werk te wyte is aan 'n ongeluk waarvoor daar ingevolge die 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. OPENBARE VAKANSIEDAE EN SONDAG.

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

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag werk, moet sy werkgewer hom, behoudens die bepalings van klousule 4 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus 'n bedrag bereken teen 'n tarief van minstens sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige dag gewerk het: Met dien verstande dat, as vereis of toegelaat word dat dié werknemer minder as vier uur op so 'n dag werk, hy geag word vir vier uur te gewerk het.

(3) Vergoeding vir werk op 'n Sondag.—Wanneer 'n werknemer, uitgesonderd 'n skofwerker, op 'n Sondag werk, moet sy werkgewer of—

(a) die werknemer—

- (i) indien hy aldus 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;
- (ii) indien hy aldus 'n tydperk van meer as vier uur werk, teen 'n tarief van minstens dubbel sy gewone loon betaal ten opsigte van die hele tydperk wat hy op bedoelde Sondag werk, of minstens dubbel sy dagloon, naamlik die grootste bedrag, of

(b) hom teen 'n tarief van een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op bedoelde Sondag werk en hom binne sewe dae vanaf dié Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat, as vereis of toegelaat word dat so 'n werknemer minder as vier uur op bedoelde Sondag werk, hy geag word vier uur te gewerk het.

(4) Wanneer 'n skofwerker 'n skof werk wat gedeeltelik op 'n openbare vakansiedag vermeld in subklousule (1) of op 'n Sondag en gedeeltelik op 'n ander kalenderdag val, word dit geag dat die hele skof gewerk is op die dag waarop die grootste deel van sodanige skof val.

(5) Die bepalings van subklousule (3) is *mutatis mutandis* van toepassing op 'n skofwerker wat op sy rusdag werk.

(6) Die bepalings van hierdie klousule geld nie vir 'n voorman, of vir 'n senior besturende, professionele of administratiewe werknemer, indien en terwyl so 'n werknemer gereeld 'n besoldiging teen 'n tarief van minstens R180 per maand ontvang nie, of vir 'n los werknemer of 'n wag nie.

9. STUKWERK.

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

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

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

(3) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die tariewe wat daarvolgens geld, af te skaf of te wysig, moet aan sy werknemer wat volgens dié stelsel werk, minstens een maand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer termyn van kennisgewing kan ooreenkom en dan moet die werkgewer minstens die ooreengekome kennis gee.

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

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, an any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

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

8. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

(3) Compensation for Work on a Sunday.—Whenever an employee, other than a shift worker, works on a Sunday, his employer shall either—

(a) pay the employee—

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

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

(4) Whenever a shift worker works a shift which falls partly on any public holiday mentioned in sub-clause (1) and partly on any other calendar day, the whole shift shall be deemed to have been worked on the calendar day on which the major portion of such shift falls.

(5) The provisions of sub-clause (3) shall *mutatis mutandis* apply to a shift worker who works on his day of rest.

(6) The provisions of this clause shall not apply to a foreman or to a senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of regular remuneration at a rate of not less than R180 per month or to a casual employee or a watchman.

9. PIECE-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 rate applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than—

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

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

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

10. VERBOD OP INDIENSNEMING.

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy vereis dat sy werknemer dra of wat enige wet of regulasie hom verplig om aan sy werknemer te verskaf, gratis verskaf en in bruikbare en skoon toestand hou, en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer. Met dien verstande dat 'n werkgewer van 'n werknemer mag vereis om enige sodanige uniform, oorpak of beskermende klere te was, en aan moet die werkgewer sodanige werknemer elke week 'n toelae van minstens vyftien sent betaal.

12. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, kan 'n dienskontrak beëindig deur dit—

- (a) gedurende die eerste vier weke diens, minstens een werkdag;
- (b) na die eerste vier weke diens, minstens 'n week;

ooruit op te sê; of 'n werkgewer of 'n werknemer kan die kontrak sonder opsegging beëindig deurdat in plaas van opsegging die werkgewer aan die werknemer minstens die volgende etaal, of die werknemer aan die werkgewer minstens die volgende betaal of verbeur, na gelang van die geval—

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

Met dien verstande dat hierdeur onaangestas word—

- (i) die reg van 'n werkgewer of 'n werknemer om op enige regsgeldige grond die kontrak sonder opsegging te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n opseggingstermyn wat vir beide partye ewe lank is en langer is as dié wat hierdie klousule voorskryf;
- (iii) die werking van verbeurings of boetes wat regtens van toepassing kan wees op 'n werknemer wat sy diens verlaat;

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

(2) Indien daar ingevolge die tweede voorbehoudsbepaling van ibklousule (1) 'n ooreenkoms bestaan, moet die betaling of verowering in plaas van opsegging eweredig wees aan die ooreenkome opseggingstermyn.

(3) Die opsegging in subklousule (1) (b) voorgeskryf moet vooraf op die gewone betaaldag van die bedryfsinringting geskied en veld van die dag na sodanige betaaldag: Met dien verstande—

- (i) dat die opseggingstermyn nie mag saamval met en die opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of met enige tydperk van militêre opleiding nie;
- (ii) dat opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 nie.

(4) Indien opsegging van slegs een werkdag vereis word, kan die opsegging op enige werkdag gegee word.

13. DIENSSERTIFIKAAT.

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

BYLAE.

Ek/Ons(a).....
 at die dameskousnywerheid beoefen te
 rklaar hierby dat.....
 my/ons(a) diens was van die.....
 ig van.....19..... tot die.....
 ig van.....19..... in die beroep van.....
 By diensbeëindiging was sy/haar(a).....
 on.....rand.....sent per week.

(Handtekening van werkgewer of
 gemagtigde verteenwoordiger.)

datum.....

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

10. PROHIBITION OF EMPLOYMENT.

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

- (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 of forfeiting to the employer, as the case may be, in lieu of such notice not less than—

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

Provided that this shall not affect—

- (i) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
- (iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts;

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

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

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

- (i) that the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 6 or any period of military training;
- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.

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

13. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, 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.

SCHEDULE.

I/We(a).....
 carrying on trade in the industry for the manufacture of ladies' stockings at
 hereby certify that
 was employed by me/us(a) from the.....day of.....
 19..... to the.....day of.....
 19..... in the occupation of (b)
 At the termination of employment
 his/her(a) wage was.....rand
 cents per week.

(Signature of Employer or
 Authorised Representative.)

Date.....

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

No. R. 1188.]

[2 Augustus 1963.]

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

DAMESKOUSNYWERHEID, SEKERE GEBIEDE.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens sub-artikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Vasstelling vir die Dameskousnywerheid gepubliseer by Goewermentskennisgewing No. R. 1187 van 2 Augustus 1963, oor die algemeen nie vir die werknemers wie se werkkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, minder gunstig as die desbetreffende bepalings van genoemde Wet is nie.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 1189.]

[2 Augustus 1963.]

WET OP OORLOGSMAATREËLS, 1940.

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

DAMESKOUSNYWERHEID, 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 lone voorgeskryf word in klousule 3 van die Loonvasstelling vir die Dameskousnywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. R. 1187 van 2 Augustus 1963.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 1188.]

[2 August 1963.]

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.THE INDUSTRY FOR THE MANUFACTURE OF
LADIES' STOCKINGS, 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 provisions of the Determination for The Industry for the Manufacture of Ladies' Stockings published under Government Notice No. R. 1187 of the 2nd August, 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.

No. R. 1189.]

[2 August 1963.]

WAR MEASURES ACT, 1940.

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

THE INDUSTRY FOR THE MANUFACTURE OF
LADIES' STOCKINGS, CERTAIN AREAS.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in clause 3 of the War Determination for The Industry for the Manufacture of Ladies' Stockings, Certain Areas, published under Government notice No. R. 1187 of the 2nd August, 1963.

M. VILJOEN,
Deputy-Minister of Labour.

INHOUD.

No.	Departement van Arbeid.	BLADSY
	GOEWERMENTSKENNISGEWINGS.	
R.1187.	Loonvasstelling No. 244: Dameskousnywerheid, Sekere Gebiede	1
R.1188.	Wet op Fabriek, Masjinerie en Bouwerk, 1941: Dameskousnywerheid, Sekere Gebiede	14
R.1189.	Wet op Oorlogsmaatreëls, 1940: Dameskousnywerheid, Sekere Gebiede	14

CONTENTS.

No.	Department of Labour.	PAGE
	GOVERNMENT NOTICES.	
R.1187.	Wage Determination No. 244: The Industry for the Manufacture of Ladies' Stockings, Certain Areas	1
R.1188.	Factories, Machinery and Building Work Act, 1941: The Industry for the Manufacture of Ladies' Stockings, Certain Areas	14
R.1189.	War Measures Act, 1940: The Industry for the Manufacture of Ladies' Stockings, Certain Areas	14

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