



Buitengewone
Staatskoerant
Government Gazette
Extraordinary

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

(REGULASIE KOERANT No. 457)

Prys 10c Price
 Oorsee 15c Overseas
 POSVRY - POST FREE

(REGULATION GAZETTE No. 457)

VOL. 15.]

PRETORIA, 19 FEBRUARIE
 19 FEBRUARY 1965.

[No. 1036.]

GOEWERMENTSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. R. 234.] [19 Februarie 1965.
 LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 258.

LEKKERGOEDNYWERHEID, SEKERE GEBIEDE.

In opdrag van die Minister van Arbeid word hierby ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat die Minister, kragtens die bevoegdheid hom verleen by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van die Lekkergoednywerheid gemaak het en die 15de dag van Maart 1965, bepaal het as die datum waarop die bepaling van genoemde Vasstelling bindend word.

BYLAE.**1. GEBIED EN BESTEK VAN VASSTELLING.**

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

Kaapprovinsie.—Die munisipale gebied van King William's Town.

Natal.—Die landdrostdistrikte Durban, Dundee, Inanda, Lower Tugela, Pietermaritzburg en Pinetown.

Oranje-Vrystaat.—Die landdrostdistrikte Bloemfontein en Welkom.

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

2. WOORDOMSKRYWING.

(1) Tensy die samehang anders aandui, het alle uitdrukkings wat in hierdie Vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet en tensy onbestaanbaar met die sinsverband, beteken—

„afwesigheid” in die woordomskrywing van „assistent-versendingsklerk”, „assistent-voorman” en „assistent-pakhuysman” afwesigheid met jaarlikse of siekteverlof, of met los verlof van hoogstens drie dae in 'n week;

„ambagsman” 'n werknemer wat werk verrig wat gewoonlik deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie omskrywing beteken die uitdrukking „geskoolde ambagsman” 'n persoon wat sy vakleerlingskap gedien het in 'n ambag wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of wat geag word daarkragtens aangewys te gewees het, of wat 'n vaardigheidsertifikaat hou wat deur die Registrateur van Vakleerlinge ooreenkomstig artikel

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. R. 234.] [19 February 1965.
 WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 258.

SWEET MANUFACTURING INDUSTRY, CERTAIN AREAS.

By direction of the Minister of Labour it is hereby notified in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that the Minister, under the powers vested in him, by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto in respect of the Sweet Manufacturing Industry and has fixed the 15th day of March, 1965, 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 Sweet Manufacturing Industry and to the employers of such employees in the following areas:—

Cape Province.—The Municipal Area of King William's Town;

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

Orange Free State.—The Magisterial Districts of Bloemfontein and Welkom;

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Volksrust and the Municipal Areas of Pietersburg and 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—

„absence” in the definitions of „assistant despatch clerk”, „assistant foreman” and „assistant storeman” means absence on annual or sick leave, or on casual leave of not more than three days in any week;

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

ses van die Wet op Opleiding van Vakleerlinge, 1951, aan hom uitgereik is, of 'n sertifikaat wat deur genoemde Registrateur ooreenkomstig of artikel twee (7) of artikel sewe (3) van genoemde Wet aan hom uitgereik is;

„assistent-versendingsklerk” ’n werknemer wat onder die algemene toesig van ’n versendingsklerk enigeen van die werksaamhede verrig of pligte nakom wat in die omskrywing van „versendingsklerk” vermeld word en wat gedurende sy afwesigheid namens hom kan waarneem;

„assistent-voorman” ’n werknemer wat onder die algemene toesig van ’n voorman enigeen van die werksaamhede of pligte van ’n voorman verrig of nakom en wat gedurende sy afwesigheid namens hom kan waarneem;

„assistent-pakhuisman” ’n werknemer wat onder die algemene toesig van ’n pakhuisman enigeen van die werksaamhede of pligte verrig of nakom wat in die omskrywing van „pakhuisman” vermeld word en wat gedurende sy afwesigheid namens hom kan waarneem;

„stoomketelbediener” ’n werknemer wat, onder algemene toesig, daarvoor verantwoordelik is om die waterpeil en stoomdruk van ’n stoomketel in stand te hou en wat die vuur in sodanige stoomketel kan opmaak, in stand kan hou en kan uitrek;

„los werknemer” ’n werknemer wat op hoogstens drie dae in ’n week by dieselfde werkgever in diens is;

„chauffeur” ’n werknemer, uitgesonderd ’n handelsreisiger se assistent, wat ’n motorvoertuig bestuur wat bedoel is om passasiers te vervoer en wat vir die vervoer van sy werkgever of van personeel, klante of besoekers gebruik word en wat ook vir die vervoer van dokumente of pakkette gebruik kan word;

„klerk” ’n werknemer wat skryf-, tik-, liasseer- of enige ander vorm van klerklike werk verrig, en omvat dit ’n kassier en ’n telefonis, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, ondanks die feit dat klerklike werk deel van sodanige werknemer se pligte kan uitmaak;

„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;

„kleedkamerbediende” ’n werknemer wat in beheer is van ’n kamer waarin ’n werknemer kan verkleed of sy klerke kan bêre, of van sluitkassies waarin ’n werknemer sy besittings kan bêre;

„kommissiewerk” enige stelsel waarvolgens ’n handelsreisiger se besoldiging gebaseer word op die waarde van of getal bestellings wat deur hom by sy werkgever ingedien en deur laasgenoemde aangeneem word;

„versendingsklerk” ’n werknemer wat verantwoordelik is vir die versending of die verpakking van goedere vir vervoer of aflewering en wat oor die versameling, nagaan, weeg, verpakking, merk, adressering of versending van sulke goedere of pakke toesig kan hou;

„motorvoertuigbestuurder” ’n werknemer, uitgesonderd ’n chauffeur of ’n handelsreisiger se assistent, wat ’n motorvoertuig bestuur, en by die toepassing van hierdie omskrywing omvat die uitdrukking „’n motorvoertuig bestuur” alle tydperke wat daar bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vraag, asook alle tydperke wat hy verplig is om op sy pos gereed te bly om te bestuur;

„noodwerk” —

(1) enige werk wat, weens onvoorsiene omstandighede soos byvoorbeeld ’n brand, storm, ongeluk, epidemie, geweld, daad, diefstal, of ’n onklaarraking van installasie of masjinerie, sonder versuim verrig moet word;

(2) enige werk in verband met die laai of aflaai van trokke of voertuie van die Suid-Afrikaanse Spoorweë en Hawens; of

(3) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werke verrig kan word nie;

„bedryfsinrigting” enige perseel waarin of in verband waarmee een of meer werknemers in die Lekkergoednywerheid in diens is;

„ondervinding” —

(1) met betrekking tot ’n klerk, ’n fabrieksklerk, ’n bediener van ’n mobiele hystoestel of ’n handelsreisiger, die totale tydperk of tydperke wat ’n werknemer in enige bedryf of in die diens van die Staat onderskeidelik as ’n klerk, ’n fabrieksklerk, ’n bediener van ’n mobiele hystoestel of ’n handelsreisiger werksaam was;

(2) met betrekking tot ’n graad I-werknemer, ’n graad II-werknemer of ’n lekkergoedmaker, die totale tydperk of tydperke wat ’n werknemer in die Lekkergoednywerheid onderskeidelik as ’n graad I-werknemer, ’n graad II-werknemer of ’n lekkergoedmaker werksaam was: Met dien verstande dat enige tydperk of tydperke wat ’n graad I-werknemer as ’n graad II-werknemer diens

„assistant despatch clerk” means an employee who, under the general supervision of a despatch clerk, performs any of the activities or duties mentioned in the definition of “despatch clerk” and who may act for him during his absence;

„assistant foreman” means an employee who, under the general supervision of a foreman, performs any of the activities or duties of a foreman and who may act for him during his absence;

„assistant storeman” means an employee who, under the general supervision of a storeman, performs any of the activities or duties mentioned in the definition of “storeman” and who may act for him during his absence;

„boiler attendant” means an employee who, under general supervision, is responsible for maintaining the water level and steam pressure of a boiler and who may make, maintain and 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;

„chauffeur” means an employee, other than a traveller’s assistant, who is engaged in driving a motor vehicle intended to carry passengers and used for the conveyance of his employer or of staff, clients or visitors and which may be used for the conveyance of documents or parcels;

„clerk” means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier 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 duties;

„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;

„cloakroom attendant” means an employee who is in charge of a room in which an employee may change or store his clothing, or of lockers in which an employee may store his effects;

„commission work” means any system under which a traveller’s remuneration is based on the value or number of orders submitted by him to, and accepted by, his employer;

„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, other than a chauffeur or a traveller’s assistant, 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;

„emergency work” means—

(1) 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;

(2) any work connected with the loading or unloading of trucks or vehicles of the South African Railways and Harbours; or

(3) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work;

„establishment” means any premises in or in connection with which one or more employees are employed in the Sweet Manufacturing Industry;

„experience” means—

(1) in relation to a clerk, a factory clerk, a mobile hoist operator or a traveller, the total period or periods of employment which an employee has had in any trade or in the service of the State as a clerk, a factory clerk, a mobile hoist operator or a traveller, respectively;

(2) in relation to a grade I employee, a grade II employee or a sweetmaker, the total period or periods of employment which an employee has had in the Sweet Manufacturing Industry as a grade I employee, a grade II employee or a sweetmaker, respectively: Provided that any period or periods of employment which a grade I employee has had as a grade II employee shall

gedoen het, tot 'n maksimum van twaalf maande as ondervinding as 'n graad I-werknemer geag word, en voorts met dien verstande dat een helfte van enige tydperk of tydperke wat 'n lekkergoedmaker as 'n graad I-werknemer of 'n graad II-werknemer werksaam was, tot 'n maksimum van twaalf maande ondervinding as 'n lekkergoedmaker geag word;

„fabrieksklerk” 'n werknemer wat onder die toesig van 'n voorman of 'n gekwalifiseerde manlike klerk enigeen of meer van die volgende werksaamhede verrig:—

- (1) Lotkaarte, werkkaarte, produksiekaarte, of ander fabrieksdokumente met die hand kopieër;
- (2) name of syfers of tyd- of loonkaarte inskryf;
- (3) fakture, versendings- of aflewingsbriewe, rekvisies of tyd- of loonkaarte in numeriese of alfabetiese volgorde lisseer, hou of sorteer;
- (4) uit Bantoetale tolk of daaruit vertaal;
- (5) passe, dienssertifikate of tydkaarte uitreik;
- (6) gereedskap, ingenieursvoorrade of -uitrusting teen rekvisie uitreik, of sulke gereedskap, voorrade of uitrusting ontvang wanneer dit terugbesorg word;
- (7) monsterstrookies uitmaak;
- (8) besonderhede omtrent die inhoud of die uitkenningsnommers van kartonhouers, houers of pakke aanteken;
- (9) die indiensneming, ontslag of bedanking van werknemers aanteken;
- (10) produksiesyfers aanteken;
- (11) kaartjies stempel of uitskryf;
- (12) voorraadkaarte opskryf;
- (13) versendings- of aflewingsbriewe of verpakkingstrookies uitskryf;

„fabrieksklerk, gekwalifiseer,” 'n fabrieksklerk met minstens twaalf maande ondervinding;

„fabrieksklerk, ongekwalifiseer,” 'n fabrieksklerk met minder as twaalf maande ondervinding;

„in 'n masjien voer” die plaas van materiaal in 'n masjien of op 'n vervoerband wat na of in 'n masjien lei, waar sodanige plasing oordeel, noukeurigheid of vaardigheid vereis, om die doeltreffende inname of verwerking van die materiaal deur sodanige masjien te verseker; en by die toepassing van hierdie omskrywing word die uitdrukking „plasing” geag die vorming, toedeling van grootte of fatsoenering van sodanige materiaal op die masjien te omvat wat nodig mag wees vir die doeltreffende inname of verwerking van sodanige materiaal deur die masjien;

„'n masjien vul” die besorging of stort van materiaal in die vultregter of ander inlaathouer van 'n masjien, waar sodanige besorging of stort nie oordeel, noukeurigheid of vaardigheid wat die hoeveelheid of posisie aanbetref, insluit nie;

„voorman” 'n werknemer wat in bevel is van die werknemers in 'n bedryfsinrigting of in 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig;

„graad I-werknemer” 'n werknemer wat enigeen of meer van die volgende werksaamhede verrig:—

- (1) Met die hand in sjokolade of fourree doop, of met die hand met sjokoladetoedraaimasjien bestryk;
- (2) 'n sjokoladetoedraaimasjien bedien;
- (3) 'n „neapolitan”-sjokolademasjien bedien;
- (4) 'n dropuitdrukmasjien bedien;
- (5) 'n tabletjiesny- en -stempelmassjien bedien;
- (6) 'n masjien bedien wat lekkergoed in foelie, sellulosefilm, waspapier of enige ander materiaal toedraai, hetsy sodanige toedraai in kombinasie met ander prosesse deur die masjien gedoen word, al dan nie;
- (7) 'n vormmasjien bedien, en by die toepassing van hierdie omskrywing beteken „vormmasjien” 'n masjien waarin die afsonderlike stuk lekkergoed gefatsoeneer word deur die giet van vloeibare lekkergoedmateriaal in permanente vorms;
- (8) 'n pakkemaak- en -vulmasjien bedien;
- (9) 'n kragaangedrewe papier- of kartonvalmes bedien;
- (10) 'n kragkerfmasjien bedien;
- (11) 'n stysel of „master mogul”-masjien bedien;

„graad I-werknemer, gekwalifiseer,” 'n graad I-werknemer met minstens agttien maande ondervinding;

„graad I-werknemer, ongekwalifiseer,” 'n graad I-werknemer met minder as agttien maande ondervinding;

„graad II-werknemer” 'n werknemer wat enigeen of meer van die volgende werksaamhede verrig:—

- (1) Bestellings opmaak of dose, sakke, of ander houers vir versending merk, brandmerk, sjabloneer of etiketteer;
- (2) posseëls op briewe, pakkette of ander artikels plak om dit te pos, of 'n handbediende frankeermassjien gebruik;

up to a maximum of twelve months be deemed to be experience as a grade I employee and provided further that one half of any period or periods of employment which a sweetmaker has had as a grade I employee or a grade II employee shall up to a maximum of twelve months be deemed to be experience as a sweetmaker;

“factory clerk” means an employee who, under the supervision of a foreman or a qualified male clerk, is engaged in any one or more of the following activities or operations:—

- (1) copying batch cards, job cards, production cards or other factory documents by hand;
- (2) entering names or numbers on time or wage cards;
- (3) filing, keeping or sorting invoices, consignment or delivery notes, requisitions or time or wage cards in numerical or alphabetical order;
- (4) interpreting or translating Bantu languages;
- (5) issuing passes, certificates of service or time cards;
- (6) issuing tools or engineering stock or equipment against requisition, or receiving such tools, stock or equipment when returned;
- (7) making out sample slips;
- (8) recording particulars of the contents or the distinctive numbers of carbons, containers or packages;
- (9) recording the engagement, discharge or resignation of employees;
- (10) scheduling production figures;
- (11) stamping or writing tickets;
- (12) writing up stock cards;
- (13) writing out consignment or delivery notes or packing slips;

“factory clerk, qualified,” means a factory clerk who has had not less than twelve months' experience;

“factory clerk, unqualified,” means a factory clerk who has had less than twelve months' experience;

“feeding a machine” means the placing of material into a machine or onto a conveyor belt leading onto or into a machine where such placing involves discretion, precision or skill to ensure the efficient intake or processing of the material by such machine and for the purpose of this definition the expression “placing” shall be deemed to include any moulding, sizing or shaping of such material on the machine that may be necessary for the efficient intake or processing of such material by the machine;

“filling a machine” means the depositing or dumping of material into the hopper or other intake container of a machine where such depositing or dumping does not involve discretion, precision or skill as to amount or position;

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

“grade I employee” means an employee who is engaged in any one or more of the following activities or operations:—

- (1) hand dipping or hand coating in or with chocolate or fourree;
- (2) operating a chocolate enrobing machine;
- (3) operating a chocolate neapolitan machine;
- (4) operating a liquorice extruder;
- (5) operating a lozenge cutting and stamping machine;
- (6) operating a machine which wraps sweets with foil, cellulose film, wax paper or any other material, whether or not such wrapping is done by the machine in combination with any other process;
- (7) operating a moulding machine, and for the purpose of this definition moulding machine means a machine in which the individual sweet is shaped by the pouring of liquid sweet material into permanent moulds;
- (8) operating a packet making and filling machine;
- (9) operating a power-driven paper or board guillotine;
- (10) operating a power-driven scoring machine;
- (11) operating a starch or master mogul machine;

“grade I employee, qualified,” means a grade I employee who has had not less than eighteen months' experience;

“grade I employee, unqualified,” means a grade I employee who has had less than eighteen months' experience;

“grade II employee” means an employee who is engaged in any one or more of the following activities or operations:—

- (1) Assembling orders or marking, branding, stencilling or labelling boxes, bags, sacks or other containers for despatch;
- (2) affixing postage stamps on letters, parcels or other articles for posting, or using a manually operated franking machine;

- (3) suiker kook;
- (4) gekookte goedere, pastagoedere of toffies opbou, fatsoeneer, strepe daarop trek of dit versier;
- (5) kakaoboontjies, neute of ander grondstowwe skoonmaak of sorteer, uitgesonderd die verwydering van vreemde stowwe soos in die omskrywing van „arbeider” vermeld;
- (6) kristalliseerwerk;
- (7) vrugte of ander grondstowwe na grootte sny of dit fyn druk;
- (8) lekkergoed in stysel plaas;
- (9) bestanddele, met inbegrip van stroop, in draaipanne voer of giet;
- (10) in 'n masjien-voer;
- (11) houers vul en weeg, uitgesonderd op 'n gestelde skaal;
- (12) lekkergoed met die vingers of met 'n vurk merk of andersins versier;
- (13) briewe vou of in koevert plaas;
- (14) met die hand indoop of bestryk, uitgesonderd dié wat in die omskrywing van „graad I-werknemer” vermeld is;
- (15) vrugte, neute of ander eetbare materiaal in lekkergoed-preparate, uitgesonderd sjokolade of fourree, meng of insit;
- (16) kartondose vervaardig, uitgesonderd opvoubare dose uit platstukke vou;
- (17) onder toesig stroop maak;
- (18) lekkergoed of lekkergoedmassa vorm, fatsoeneer, uit vorms haal of ingiet, uitgesonderd op die wyse wat in item (12) van die omskrywing van „graad III-werknemers” vermeld is;
- (19) enige kragmasjien bedien, uitgesonderd 'n masjien wat in die omskrywing van „graad I-werknemer” vermeld is;
- (20) goedere vir voorraad verpak, uitgesonderd die plaas van verpakte artikels van dieselfde grootte en getal in houers wat spesiaal vervaardig is om dit te bevat;
- (21) lekkergoed volgens getal, grootte, gewig, rangskikking of soort met die hand in houers pak;
- (22) voorbereiding of meng, uitgesonderd op die wyse in die werksaamhede in die omskrywing „graad III-werknemer” vermeld;
- (23) klaar gemengde geursels ingiet;
- (24) deeg, pasta of ander preparate van suiker of sjokolade uitrek, oprol, uitrol, sny of stempel;
- (25) kakaoboontjies, neute, vrugte of ander grondstowwe rooster of kook, sonder om verantwoordelikheid vir die graad van die rooster- of kookwerk te neem;
- (26) pakkies of sakkies van sellulosefilm verseël;
- (27) neute of vrugte uitdop, ontpit, afskil of uitdroog;
- (28) blokwerk wat nie elders uitdruklik in hierdie klousule vermeld word nie;
- (29) lekkergoed sorteer, uitgesonderd die werksaamhede wat in item (15) van die omskrywing van „arbeider” vermeld is;
- (30) goedere van die vervoerband van 'n sjokoladetoedraaimasjien afneem;
- (31) 'n hand- of voetbediende papier- of kortonvalmes gebruik;
- (32) 'n hand- of voetbediende kerfmasjien gebruik;
- (33) weegwerk verrig, maar nie met 'n gestelde skaal nie, of meetwerk verrig, uitgesonderd volgens of met 'n vast maat;
- (34) kakaoboontjies uitwan of die kiem daaruit verwyder;
- (35) dose of pakkette toedraai;
- (36) lekkergoed met die hand toedraai;

„graad II-werknemer, gekwalifiseer,” 'n graad II-werknemer met minstens twaalf maande ondervinding;

„graad II-werknemer ongekwalifiseer,” 'n graad II-werknemer met minder as twaalf maande ondervinding;

„graad III-werknemer” 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (1) 'n Ambagsman of faktotum bystaan deur artikels of gereedskap vas te hou op 'n ander wyse met hom saam te werk as om die gereedskap van enige geskoolde ambag selfstandig te gebruik;
- (2) papier, sellulosefilm of soortgelyke materiaal volgens 'n vaste maat met die hand sny;
- (3) lekkergoed met die hand sny;
- (4) briewe, boodskappe of goedere te voet of deur middel van 'n voet- of handvoertuig aflewer;
- (5) bakke met stysel, klapper, vermicelli of soortgelyke materiaal vul, gelykmaak of leegmaak;
- (6) massahouers vul of leegmaak, of klaargemaakte lekkers in massa meng;
- (7) met die hand hardmaak;
- (8) lekkergoed (uitgesonderd sjokolade) met die hand losmaak, breek of van mekaar skei;
- (9) masjienerie of voertuie olie of smeer;
- (10) lekkergoed of materiaal op 'n vervoerband plaas of dit daarvan verwyder, uitgesonderd die band van 'n sjokoladetoedraaimasjien;

- (3) boiling sugar;
- (4) building up, shaping, striping or decorating boiled goods, paste goods or toffees;
- (5) cleaning or sorting cocoa beans, nuts or other raw materials, other than removing foreign matter as referred to in the definition of „labourer”;
- (6) crystallising;
- (7) cutting to size or crushing fruit or other raw materials;
- (8) depositing sweets into starch;
- (9) feeding or pouring ingredients, including syrup, into revolving pans;
- (10) feeding a machine;
- (11) filling and weighing containers, other than to set scale;
- (12) finger marking or fork marking or otherwise decorating sweets;
- (13) folding or enveloping mail;
- (14) hand dipping or hand coating, other than that mentioned in the definition, of „grade I employee”;
- (15) incorporating or inserting fruits, nuts or other edible materials into sweet preparations other than chocolate or fourree;
- (16) making cardboard boxes other than by folding of collapsible boxes from the flat;
- (17) making syrup, under supervision;
- (18) moulding, shaping, demoulding or pouring sweets or sweet mass, other than as mentioned in item (12) of the definition of „grade III employee”;
- (19) operating any power-driven machine, other than a machine mentioned in the definition of „grade I employee”;
- (20) packing goods for stock, other than the placing of packed articles of uniform size and number into containers specially made to contain them;
- (21) packing sweets into containers by hand according to number, size, weight, arrangement or type;
- (22) preparing or mixing, other than in operations mentioned in the definition of „grade III employee”;
- (23) pouring ready-mixed flavours;
- (24) pulling, running, rolling, cutting or stamping dough, paste or other preparations of sugar or chocolate;
- (25) roasting or boiling cocoa beans, nuts, fruit or other raw materials, without responsibility for the degree of the roasting or boiling;
- (26) sealing packets or bags of cellulose film;
- (27) shelling, stoning, peeling or drying nuts or fruit;
- (28) slab work not elsewhere specifically mentioned in this clause;
- (29) sorting sweets, other than the activities mentioned in item (15) of the definition of „labourer”;
- (30) taking off from the conveyor belt of a chocolate enrober;
- (31) using a hand or foot-operated paper or board guillotine;
- (32) using a hand or foot-operated scoring machine;
- (33) weighing other than to set scale, or measuring other than to or with fixed measure;
- (34) winnowing or removing the germ from cocoa beans;
- (35) wrapping boxes or parcels;
- (36) wrapping sweets by hand;

„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 one or more of the following activities, or operations:—

- (1) Assisting an artisan or handyman by holding articles or tools or otherwise working with him other than by the independent use of the tools of any skilled trade;
- (2) cutting paper, cellulose film or similar material by hand to set measure;
- (3) cutting sweets by hand;
- (4) delivering letters, messages or goods on foot or by means of a foot- or hand-propelled vehicle;
- (5) filling, levelling or emptying by hand trays containing starch, cocoanut, vermicelli or similar materials;
- (6) filling or emptying bulk containers or mixing finished sweets in bulk;
- (7) hardening by hand;
- (8) loosening, breaking or separating sweets (other than chocolates) by hand;
- (9) oiling or greasing machinery or vehicles;
- (10) putting sweets or materials on to, or removing them from, a conveyor belt, other than the belt of a chocolate enrober;

- (11) stysel deur middel van 'n lugblaasapparaat, handsif of kwas van lekkergoed verwyder of stysel met die hand sif;
- (12) lekkergoed uit bakke verwyder waarin dit gevorm is;
- (13) met die hand skuur;

„groepleier” ’n werknemer wat, onder die algemene toesig van ’n voorman of assistent-voorman, in beheer is van en toesig hou oor die werk van ’n groep graad I- of graad II-werknemers;

„faktotum” ’n werknemer wat minder belangrike herstel- of verstelwerk aan masjinerie, installasie of ander uitrusting verrig, wat houtbakke vervaardig, of minder belangrike herstelwerk- op opknappingswerk aan geboue verrig, waar wat nie werk doen wat gewoonweg deur ’n ambagsman verrig word nie;

„arbeider” ’n werknemer wat enigeen of meer van die volgende werksaamhede verrig:—

- (1) Houtkiste met die hand uit voorafgesaagde materiaal inmeekaarsit, of klaarvervaardigde karton- of veseldose of soortgelyke houers met die hand opstel;
- (2) goedere of artikels met die hand of nie-kragaangedrewe voertuig dra, oplig, verskuif, uitpak of stapel;
- (3) persele of houers, meubels, masjinerie, gereedskap, gerei of ander artikels skoonmaak of was;
- (4) rantsoene kook, of tee of soortgelyke drankie in ’n bedryfsinrigting maak of bedien;
- (5) panne, sjokoladeketels, tempermasjiene, raffineerapparaat, roostermasjiene, uitwanmasjiene, vormmasjiene of meule leegmaak;
- (6) ’n masjien vul, of van ’n masjien afneem;
- (7) tuinwerk;
- (8) kampongs, latrines, stalle, buitegeboue of soortgelyke geboue of strukture afwit of ontsmet;
- (9) met die hand laai of aflaai;
- (10) vure maak of aan die brand hou, of afval of as verwyder;
- (11) kiste, sakke of ander houers merk, brandmerk, sjabloneer of etiketteer, maar nie vir versending nie;
- (12) sakke, bale, bottels, kiste, konkas, blikke of ander houers met die hand oop- of toemaak;
- (13) ’n nie-kragaangedrewe hystoestel of goederehyser bedien;
- (14) verpakte artikels van enersse grootte en getal in houers plaas wat spesiaal vervaardig is om dit te bevat;
- (15) gebreekte lekkergoed, lekkergoedbrokkies of afsnysels verwyder;
- (16) met die hand vreemde stof uit neute of kakaobaantjies verwyder maar nie deur dit te was nie;
- (17) bestanddele in stoom- of ander panne roer, uitgesonderd die aflees van termometers of die regulering van stoomdruk;
- (18) die handvat van ’n handmasjien draai of die pedaal van ’n voetmasjien trap;
- (19) rubber- of ander stempels gebruik, waar daar geen seleksie of oordeel by betrokke is nie;
- (20) met ’n gestelde skaal weeg, of by herhaling volgens of met ’n vaste maat meet;

„bediener van ’n mobiele hystoestel” ’n werknemer wat ’n mobiele kragaangedrewe voertuig bedien wat by die laai, aflaai, verskuiwing of stapeling van goedere in ’n bedryfsinrigting gebruik word;

„bediener van ’n mobiele hystoestel, gekwalifiseer,” ’n bediener van ’n mobiele hystoestel, met minstens drie maande ondervinding;

„bediener van ’n mobiele hystoestel, ongekwalifiseer,” ’n bediener van ’n mobiele hystoestel, met minder as drie maande ondervinding;

„motorvoertuig” enige kragaangedrewe voertuig wat vir die vervoer of aflewering van goedere, uitgesonderd handelsreisigersmonsters, gebruik word, en omvat dit ’n voorhaker en ’n trekker;

„nagskof enige werktidperk waarvan die grootste gedeelte tussen 6 nm. en 7 vm. val;

„’n masjien bedien” ’n masjien aansit of stopsit, noodsaaklike lopende verstellings van ’n geringe aard aan die masjien doen en die werk wat deur die masjien gedoen word, nagaan of noukeurig ondersoek;

„deeltidse motorvoertuigbestuurder” ’n werknemer wat gewoonlik ander pligte nakom as om ’n motorvoertuig te bestuur maar wat op meer as twee dae in ’n week ’n motorvoertuig vir hoogstens drie uur altesaam op enige sodanige dag bestuur, en by die toepassing van hierdie omskrywing omvat die uitdrukking „’n motorvoertuig bestuur” alle tydperk wat daar bestuur word en alle tyd wat die bestuurder aan werk in verband met die voertuig of die vrag bestee terwyl hy in beheer van die voertuig is;

„stukwerk” enige stelsel waarvolgens ’n werknemer se besoldiging gebaseer is op die hoeveelheid werk wat verrig word;

„senior bestuurs-, professionele of administratiewe werknemer” ’n werknemer wat deur die werkgever belas word met die verrigting van werk wat verantwoordelikheid behels vir die neem van besluite van ’n professionele of administratiewe aard in die bestuur van die werksaamhede van ’n bedryfsinrigting;

„gestelde skaal” ’n skaal wat deur ’n werknemer, uitgesonderd ’n arbeider, gestel is vir die herhaalde weeg van goedere slegs volgens ’n bepaalde gewig, maar omvat dit nie ’n trekskaal nie;

- (11) removing starch from sweets by air blower, hand sieve or brush, or sieving starch by hand;—

- (12) removing sweets from trays in which they were moulded;

- (13) sanding by hand;

“group leader” means an employee who, under the general supervision of a foreman or assistant foreman, is in charge of and supervises the work of a group of grade I or grade II employees;

“handyman” means an employee who is engaged in making minor repairs or adjustments to machinery, plant or other equipment, in making wooden trays, or in effecting minor repairs or renovations to buildings, but who does not do work normally performed by an artisan;

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

- (1) Assembling wooden boxes from pre-cut material by hand, or setting up by hand ready-made cardboard or fibre boxes or similar containers;
- (2) carrying, lifting, moving, unpacking or stacking goods or articles by hand or non-power-driven vehicle;
- (3) cleaning or washing premises or containers, furniture, machinery, tools, utensils, or other articles;
- (4) cooking rations or making or serving tea or similar beverages in an establishment;
- (5) emptying pans, chocolate kettles, tempering machines, refiners, roasting machines, winnowing machines, moulding machines or mills;
- (6) filling a machine or taking off from a machine;
- (7) gardening work;
- (8) lime-washing or disinfecting compounds, latrines, stables, outbuildings or similar buildings or structures;
- (9) loading or unloading by hand;
- (10) making or maintaining fires or removing refuse or ashes;
- (11) marking, branding, stencilling or labelling boxes, bags, sacks or other containers other than for despatch;
- (12) opening or closing bags, bales, bottles, boxes, drums, tins or other containers by hand;
- (13) operating a non-power-driven hoist or goods lift;
- (14) placing packed articles of uniform size and number into containers specially made to contain them;
- (15) removing broken sweets, sweet fragments or cut-offs;
- (16) removing foreign matter from nuts or cocoa beans by hand, other than by washing;
- (17) stirring ingredients in steam or other pans, excluding the reading of thermometers or the regulating of steam pressure;
- (18) turning the handle of a hand-operated machine or pressing the pedal of a foot-operated machine;
- (19) using rubber or other stamps, when no selection or discretion is involved;
- (20) weighing to a set scale, or repetition measuring to or with a fixed measure;

“mobile hoist operator” means an employee who is engaged in operating a mobile power-driven vehicle used in the loading, unloading, moving or stacking of goods in an establishment;

“mobile hoist operator, qualified,” means a mobile hoist operator who has had not less than three months’ experience;

“mobile hoist operator, unqualified,” means a mobile hoist operator who has had not less than three months’ experience;

“motor vehicle” means any power-driven vehicle used for the conveyance or delivery of goods, other than traveller’s samples, and includes a mechanical horse and a tractor;

“night shift” means any period of work the major portion of which falls between 6 p.m. and 7 a.m.;

“operating a machine” means starting or stopping a machine, making necessary minor running adjustments to the machine and checking or scrutinising the work done by the machine;

“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 the 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;

“set scale” means a scale which has been set by an employee, other than a labourer, for the repetition weighing of goods to only one weight but does not include a spring scale;

„korttyd” ’n tydelike vermindering van die getal gewone werksure weens ’n bedryfslapte, ’n tekort aan grondstowwe of spoorwegtrokke, ongunstige weersomstandighede, ’n algemene onklaarraking van installasie of masjinerie of ’n onklaarraking of dreigende onklaarraking van geboue;

„pakhuisman” ’n werknemer wat algemene beheer het oor die voorrade inkomende goedere of klaargemaakte of deels klaargemaakte produkte en verantwoordelik is vir die ontvang, opberging, verpakking of uitpak van goedere in ’n pakhuis of magazyn, of goedere uit ’n pakhuis of magazyn aan die verbruiksafdelings in ’n bedryfsinrigting of vir versending aflewer;

„lekkergoedmaker” ’n werknemer wat aan die bestuur of ’n voorman verantwoordelik is om toesig te hou oor die werksaamhede en die graad waarin die werksaamhede toegepas word, in verband met—

- die maak van ’n lekkergoedmassa in enige kookhouer;
- die behandeling van ’n lekkergoedmassa, met inbegrip van die kleur, geur, die toevoeging van speserye, die byvoeging van neute, vrugte of ander bestanddele totdat die lekkergoedmassa uiteindelik gereed is om toegedraai, uitgegiet, gesny, gefatsoeneer, of andersins verwerk te word;
- die rooster, uitwan of kook van kakaoboontjies of neute, of die verwerking van sjokolade (uitgesonderd die smelt van klaargemaakte omhulsel) totdat die gereed is om vir indoping of vir bestryking gebruik te word of om gevorm, uitgegiet, toegedraai of andersins verwerk te word;
- panwerksaamhede;
- gekondenseerde melk maak; of
- konfyt kook;

en wat alle pligte genoem in enigeen van of al die paragrawe van (a) tot (f), kan verrig;

„lekkergoedmaker, gekwalifiseer,” ’n lekkergoedmaker met minstens vyf jaar ondervinding;

„lekkergoedmaker, ongekwalifiseer,” ’n lekkergoedmaker met minder as vyf jaar ondervinding;

„lekkergoednywerheid” die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van lekkergoed in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of aan registrasie onderworpe is, en omvat ook die vervaardiging van enige handelsartikel of bestanddeel wat by die vervaardiging van lekkergoed gebruik word indien sodanige aktiwiteite uitgeoefen word deur werkgewers en werknemers wat by die vervaardiging van lekkergoed betrokke is, en omvat verder alle werksaamhede wat met enigeen van voornoemde bedrywighede in verband staan of daaruit voortspruit;

„sleepwa” enige vervoermiddel wat deur ’n motorvoertuig getrek word;

„handelsreisiger” ’n werknemer wat, as ’n reisigende verteenwoordiger van ’n bedryfsinrigting en namens sodanige bedryfsinrigting, bestellings vra, werf of verkry;

„handelsreisiger, gekwalifiseer,” ’n handelsreisiger met minstens vier jaar ondervinding;

„handelsreisiger, ongekwalifiseer,” ’n handelsreisiger met minder as vier jaar ondervinding;

„handelsreisiger se assistent” ’n werknemer wat ’n handelsreisiger op sy rondes vergesel en hom help by die inpak, uitpak of uitstal van sy monsters, en wat die motorvoertuig kan bestuur wat deur die handelsreisiger in die uitvoering van sy pligte gebruik word;

„onbelaste gewig” die gewig van ’n motorvoertuig of sleepwa soos aangeteken in ’n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik is 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, bromponie, bromfiets of trapfiets wat met ’n hulpmotor toegerus is, die onbelaste gewig geag word onder 1,000 lb. te wees;

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

- dat indien ’n werkgewer gereeld ’n werknemer ten opsigte van sodanige werksure ’n hoër bedrag betaal as dié wat in klousule 3 (1) voorgeskryf is, dié sodanige hoër bedrag beteken;
- dat die eerste voorbehoudsbepaling nie so uitgelê moet word dat dit enige besoldiging vermeld of insluit nie wat ’n werknemer in diens op enige grondslag waarvoor in klousule 9 voorsiening gemaak word, ontvang het bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag werksaam was nie;

„wag” ’n werknemer wat persele of eiendom bewaak;

„welsynsbeampte” ’n werknemer wat ooreenkomstig die Wet op Verpleging, 1957, as ’n verpleër geregistreer is of wat geag word as sodanig ooreenkomstig genoemde wet geregistreer te wees, of wat ’n geldige bekwaamheidsertifikaat in eerste hulp hou, wat uitgereik is deur—

- Die Rooikruisvereniging van Suid-Afrika;
- St. John Ambulance-vereniging; of
- Die Suid-Afrikaanse Noodhulp Liga,

en wat in beheer van ’n eerstehulpkamer is.

„short-time” means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials or railway trucks, vagaries of the weather, a general breakdown of plant or machinery or a 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;

„sweetmaker” means an employee who is responsible to the management or a foreman for supervising the operations and the degree to which the operations are applied, involved in—

- the making of a sweet mass in any cooking vessel;
- the treatment of a sweet mass, including colouring, flavouring, spicing, adding nuts, fruit or other ingredients until the sweet mass is finally ready to be wrapped, poured, cut, shaped or otherwise fabricated;
- the roasting, winnowing or boiling of cocoa beans or nuts, or the processing of chocolate (other than the melting or ready-made couverture) until it is ready to be used for dipping or coating or to be formed, poured, wrapped or otherwise fabricated;
- panning;
- the making of condensed milk; or
- the making of jam;

and who may perform any of the duties listed in any or all of paragraphs (a) to (f);

„sweetmaker, qualified,” means a sweetmaker who has had not less than five years’ experience;

„sweetmaker, unqualified,” means a sweetmaker who has had less than five years’ experience;

„Sweet Manufacturing Industry” means the industry in which employers and employees are associated for the manufacture of sweets in establishments which are registered or liable for registration in terms of the Factories, Machinery and Building Work Act, 1941, and also includes the manufacture of any commodity or ingredient used in the manufacture of sweets if carried on by employers and employees engaged in the manufacture of sweets, and further includes all operations incidental to or consequent on any of the aforesaid activities;

„trailer” means any conveyance drawn by a motor vehicle;

„traveller” means an employee who, as a travelling representative of an establishment and on behalf of such establishment, invites, canvasses or solicits orders;

„traveller, qualified,” means a traveller who has had not less than four years’ experience;

„traveller, unqualified,” means a traveller who has had less than four years’ experience;

„traveller’s assistant” means an employee who accompanies a traveller on his rounds and assists him in packing, unpacking or displaying his samples and who may drive the motor vehicle used by the traveller in the performance of his duties;

„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 motor cycle, motor scooter, auticycle or cycle fitted with an auxiliary engine the unladen weight shall be deemed to be under 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—

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

„watchman” means an employee who is engaged in guarding premises or property;

„welfare officer” means an employee who is registered or deemed to be registered as a nurse in terms of the Nursing Act, 1957, or who holds a current certificate of competency in first aid issued by—

- The Red Cross Society of South Africa;
- St. John Ambulance Association; or
- Die Suid-Afrikaanse Noodhulp Liga,

and who is in charge of a first aid room.

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

3. Besoldiging.*

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

(a) *Ander werknemers as los werknemers:—*

(i)	In alle gebiede. Per week. R
Ambagsman.....	34.00
Handelsreisiger, gekwalifiseer.....	32.31
Handelsreisiger, ongekwalifiseer—	
gedurende die eerste jaar ondervinding.....	23.07
gedurende die tweede jaar ondervinding.....	25.38
gedurende die derde jaar ondervinding.....	27.69
gedurende die vierde jaar ondervinding.....	30.00
Handelsreisiger se assistent.....	9.50

* Soos in paragraaf 72 van die Raad se verslag betreffende hierdie Nywerheid aangeleen, is die aanbeveling ten opsigte van lone gebaseer op die veronderstelling dat Sy Edele die Minister van Arbeid die Lewenskostoelaeregulasies wat kragtens Oorlogsmaatregel No. 43 van 1942 opgestel is, sal opskort, d.w.s. die Raad se aanbeveling impliseer die konsolidasie van die lewenskostoelae met die loon.

(ii)

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

3. REMUNERATION.*

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

(a) *Employees Other than Casual Employees:—*

(i)	In all Areas. Per Week. R
Artisan.....	34.00
Traveller, qualified.....	32.31
Traveller, unqualified:—	
During the first year of experience.....	23.07
During the second year of experience.....	25.38
During the third year of experience.....	27.69
During the fourth year of experience.....	30.00
Traveller's assistant.....	9.50

* As indicated in paragraph 72 of the Board's report concerning this trade, the recommendation in respect of wages is based on the assumption that the Honourable the Minister of Labour will suspend the Cost of Living Allowance Regulations framed under War Measure No. 43 of 1942, i.e. the Board's recommendation implies the consolidation of the cost of living allowance with the wage.

	Die landdrosdistrikte Dundee, Lower Tugela en Volksrust en die munisipale gebied van Pietersburg.	In die munisipale gebied van King William's Town.	In alle ander gebiede.
	Per week. R	Per week. R	Per week. R
Assistent-versendingsklerk.....	10.50	11.90	14.00
Assistent-voorman, vrou.....	14.25	16.15	19.00
Assistent-voorman, man.....	20.25	22.95	27.00
Assistent-pakhuisman.....	10.50	11.90	14.00
Chaufeur.....	7.15	8.10	9.50
Klerk, vrou, gekwalifiseer.....	11.77	13.34	15.69
Klerk, vrou, ongekwalifiseer—			
Gedurende die eerste jaar ondervinding.....	6.41	7.26	8.54
Gedurende die tweede jaar ondervinding.....	7.74	8.77	10.32
Gedurende die derde jaar ondervinding.....	9.09	10.30	12.12
Gedurende die vierde jaar ondervinding.....	10.43	11.82	13.90
Klerk, man, gekwalifiseer.....	17.30	19.61	23.07
Klerk, man, ongekwalifiseer—			
Gedurende die eerste jaar ondervinding.....	6.92	7.85	9.23
Gedurende die tweede jaar ondervinding.....	9.00	10.20	12.00
Gedurende die derde jaar ondervinding.....	11.08	12.56	14.77
Gedurende die vierde jaar ondervinding.....	13.16	14.92	17.55
Gedurende die vyfde jaar ondervinding.....	15.24	17.27	20.31
Kleedkamerbediende.....	7.00	7.90	9.25
Versendingsklerk, vrou.....	11.77	13.34	15.69
Versendingsklerk, man.....	17.30	19.61	23.07
Fabrieksklerk, gekwalifiseer.....	8.25	9.35	11.00
Fabrieksklerk, ongekwalifiseer—			
Gedurende die eerste ses maande ondervinding.....	6.75	7.65	9.00
Gedurende die tweede ses maande ondervinding.....	7.50	8.50	10.00
Voorman, vrou.....	16.50	18.70	22.00
Voorman, man.....	22.50	25.50	30.00
Graad I-werknemer, gekwalifiseer.....	8.25	9.35	11.00
Graad I-werknemer, ongekwalifiseer—			
Gedurende die eerste drie maande ondervinding.....	6.00	6.80	8.00
Gedurende die tweede drie maande ondervinding.....	6.38	7.23	8.50
Gedurende die derde drie maande ondervinding.....	6.75	7.65	9.00
Gedurende die vierde drie maande ondervinding.....	7.13	8.08	9.50
Gedurende die vyfde drie maande ondervinding.....	7.50	8.50	10.00
Gedurende die sesde drie maande ondervinding.....	7.88	8.93	10.50
Graad II-werknemer, gekwalifiseer.....	6.95	7.90	9.25
Graad II-werknemer, ongekwalifiseer—			
Gedurende die eerste drie maande ondervinding.....	5.65	6.35	7.50
Gedurende die tweede drie maande ondervinding.....	5.90	6.65	7.85
Gedurende die derde drie maande ondervinding.....	6.15	6.95	8.20
Gedurende die vierde drie maande ondervinding.....	6.40	7.25	8.55
Graad III-werknemer.....	5.65	6.35	7.50
Groepier.....	9.40	10.65	12.50
Faktotum.....	10.50	11.90	14.00
Bediener van 'n mobiele hystoestel, gekwalifiseer.....	6.00	6.80	8.00
Bediener van 'n mobiele hystoestel, ongekwalifiseer.....	5.65	6.35	7.50
Pakhuisman.....	17.30	19.60	23.07
Lekkergoedmaker, gekwalifiseer.....	20.00	22.55	26.50
Lekkergoedmaker, ongekwalifiseer—			
Gedurende die eerste ses maande ondervinding.....	6.38	7.23	8.50
Gedurende die tweede ses maande ondervinding.....	7.13	8.08	9.50
Gedurende die derde ses maande ondervinding.....	8.25	9.35	11.00
Gedurende die vierde ses maande ondervinding.....	9.38	10.63	12.50
Gedurende die vyfde ses maande ondervinding.....	10.50	11.90	14.00
Gedurende die sesde ses maande ondervinding.....	12.00	13.60	16.00
Gedurende die sewende ses maande ondervinding.....	13.50	15.30	18.00
Gedurende die agste ses maande ondervinding.....	15.00	17.00	20.00
Gedurende die negende ses maande ondervinding.....	16.50	18.70	22.00
Gedurende die tiende ses maande ondervinding.....	18.20	20.62	24.25
Welsynsbeampte.....	11.50	13.00	15.00

(ii)

	In the Magisterial Districts of Dundee, Lower Tugela and Volksrust and the Municipal Area of Pietersburg.	In the Municipal Area of King William's Town.	In all Other Areas.
	Per Week. R	Per Week. R	Per Week. R
Assistant despatch clerk...	10.50	11.90	14.00
Assistant foreman, female...	14.25	16.15	19.00
Assistant foreman, male...	20.25	22.95	27.00
Assistant storeman...	10.50	11.90	14.00
Chauffeur...	7.15	8.10	9.50
Clerk, female, qualified...	11.77	13.34	15.69
Clerk, female, unqualified—			
During the first year of experience...	6.41	7.26	8.54
During the second year of experience...	7.74	8.77	10.32
During the third year of experience...	9.09	10.30	12.12
During the fourth year of experience...	10.43	11.82	13.90
Clerk, male, qualified...	17.30	19.61	23.07
Clerk, male, unqualified—			
During the first year of experience...	6.92	7.85	9.23
During the second year of experience...	9.00	10.20	12.00
During the third year of experience...	11.08	12.56	14.77
During the fourth year of experience...	13.16	14.92	17.55
During the fifth year of experience...	15.24	17.27	20.31
Cloakroom attendant...	7.00	7.90	9.25
Despatch clerk, female...	11.77	13.34	15.69
Despatch clerk, male...	17.30	19.61	23.07
Factory clerk, qualified...	8.25	9.35	11.00
Factory clerk, unqualified—			
During the first six months of experience...	6.75	7.65	9.00
During the second six months of experience...	7.50	8.50	10.00
Foreman, female...	16.50	18.70	22.00
Foreman, male...	22.50	25.50	30.00
Grade I employee, qualified...	8.25	9.35	11.00
Grade I employee, unqualified—			
During the first three months of experience...	6.00	6.80	8.00
During the second three months of experience...	6.38	7.23	8.50
During the third three months of experience...	6.75	7.65	9.00
During the fourth three months of experience...	7.13	8.08	9.50
During the fifth three months of experience...	7.50	8.50	10.00
During the sixth three months of experience...	7.88	8.93	10.50
Grade II employee, qualified...	6.95	7.90	9.25
Grade II employee, unqualified—			
During the first three months of experience...	5.65	6.35	7.50
During the second three months of experience...	5.90	6.65	7.85
During the third three months of experience...	6.15	6.95	8.20
During the fourth three months of experience...	6.40	7.25	8.55
Grade III employee...	5.65	6.35	7.50
Group leader...	9.40	10.65	12.50
Handyman...	10.50	11.90	14.00
Mobile hoist operator, qualified...	6.00	6.80	8.00
Mobile hoist operator, unqualified...	5.65	6.35	7.50
Storeman...	17.30	19.60	23.07
Sweetmaker, qualified...	20.00	22.55	26.50
Sweetmaker, unqualified—			
During the first six months of experience...	6.38	7.23	8.50
During the second six months of experience...	7.13	8.08	9.50
During the third six months of experience...	8.25	9.35	11.00
During the fourth six months of experience...	9.38	10.63	12.50
During the fifth six months of experience...	10.50	11.90	14.00
During the sixth six months of experience...	12.00	13.60	16.00
During the seventh six months of experience...	13.50	15.30	18.00
During the eighth six months of experience...	15.00	17.00	20.00
During the ninth six months of experience...	16.50	18.70	22.00
During the tenth six months of experience...	18.20	20.62	24.25
Welfare officer...	11.50	13.00	15.00

(iii)

	Die landdrosdistrikte Dundee, Lower Tugela en Volksrust en die munisipale gebied van Pietersburg.	In die munisipale gebied van King William's Town.	In alle ander gebiede.
	Per week. R	Per week. R	Per week. R
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—			
(i) hoogstens 1,000 lb. is...	6.75	7.65	9.00
(ii) meer as 1,000 lb. maar nie 6,000 lb. nie, is...	11.10	12.60	14.80
(iii) meer as 6,000 lb. maar nie 10,000 lb. nie, is...	13.20	14.95	17.55
(iv) meer as 10,000 lb. is...	16.35	18.55	21.80
Deeltydse motorvoertuigbestuurder...	6.75	7.65	9.00

(iii)

	In the Magisterial Districts of Dundee, Lower Tugela and Volksrust and the Municipal Area of Pietersburg.	In the Municipal Area of King William's Town.	In all Other Areas.
	Per Week. R	Per Week. R	Per Week. R
Driver of a motor vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—			
(i) does not exceed 1,000 lb.	6.75	7.65	9.00
(ii) exceeds 1,000 lb. but not 6,000 lb.	11.10	12.60	14.80
(iii) exceeds 6,000 lb. but not 10,000 lb.	13.20	14.95	17.55
(iv) exceeds 10,000 lb.	16.35	18.55	21.80
Part-time driver of a motor vehicle.	6.75	7.65	9.00

(iv)

	In die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Durban, Inanda en Pinetown en die munisipale gebied van Pretoria.	In die landdrosdistrikte Bloemfontein, Welkom en Pietermaritzburg.	In die landdrosdistrik Volksrust en die munisipale gebiede van King William's Town en Pietersburg.	In die landdrosdistrikte Dundee en Lower Tugela.
	Per week. R	Per week. R	Per week. R	Per week. R
Stoomketelbediener.	7.30	6.75	5.00	4.75
Arbeider, vrou.	5.45	5.00	3.60	3.40
Arbeider, man—				
agtien jaar oud of ouer.	6.80	6.25	4.50	4.25
jonger as agtien jaar.	5.10	4.70	3.40	3.20
Wag.	7.30	6.75	5.00	4.75
Werknemer nie elders in hierdie klousule spesifiek vermeld nie.	7.20	6.65	4.90	4.65

(iv)

	In the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Durban, Inanda and Pinetown and the Municipal Area of Pretoria.	In the Magisterial Districts of Bloemfontein, Welkom and Pietermaritzburg.	In the Magisterial District of Volksrust and the Municipal areas of King and William's Town and Pietersburg.	In the Magisterial Districts of Dundee and Lower Tugela.
	Per Week. R	Per Week. R	Per Week. R	Per Week. R
Boiler attendant.	7.30	6.75	5.00	4.75
Labourer, female.	5.45	5.00	3.60	3.40
Labourer, male—				
Eighteen years of age or over.	6.80	6.25	4.50	4.25
Under eighteen years of age.	5.10	4.70	3.40	3.20
Watchman.	7.30	6.75	5.00	4.75
Employee not elsewhere in this clause specifically mentioned.	7.20	6.65	4.90	4.65

(b) *Nagskof*.—'n Werknemer wat nagskof werk, moet vir elke sodanige skof minstens sy dagloon plus 15 persent betaal word: Met dien verstande dat hierdie subklousule nie op 'n wag of werknemer van toepassing is nie wie se aanwesigheid snags nodig is in verband met verkoelingsinstallasie of die ontwikkeling van hitte, stoom of elektrisiteit.

(c) *Los werknemer*.—'n Los werknemer moet ten opsigte van elke dag of gedeelte van 'n dag diens minstens een-vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde klas werk verrig as wat die los werknemer moet doen: Met dien verstande dat ingeval die werkgever van

(b) *Night Shift*.—An employee employed on night shift shall be paid for each such shift not less than his daily wage plus 15 per cent: Provided that this sub-clause shall not apply to a watchman or an employee whose attendance is necessary at night in connection with refrigeration plant or the generation of heat, steam, or electricity.

(c) *Casual Employee*.—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee in the same area 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

'n loswerknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon op 'n stygende skaal voorgeskryf is, die uitdrukking „weekloon” die weekloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf is, en voorts met dien verstande dat ingeval die werkgewer van 'n loswerknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende uur op 'n dag te werk, sy loon met hoogstens 50 persent verminder kan word.

(2) *Kontraktbasis*.—By die toepassing van hierdie klousule is die dienskontrak van 'n werknemer, uitgesonderd 'n loswerknemer, op 'n weeklikse basis en, behoudens die bepalings van klousule 4 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal wat in subklousule (1), gelees met subklousule (3), voorgeskryf is vir 'n werknemer van sy klas in die gebied waarin hy werk, hetsy hy in daardie week die maksimum getal gewone werkure ingevolge klousule 5 op hom van toepassing, of minder gewerk het.

(3) *Differensiële loon*.—'n Werkgewer wat van 'n lid van 'n bepaalde klas van sy werknemers vereis of hom toelaat om vir langer as 'n uur altesaam op enige dag, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor—

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

in subklousule (1) voorgeskryf is, te verrig, moet sodanige werknemer ten opsigte van daardie dag soos volg betaal:—

- (i) In die geval in paragraaf (a) genoem, minstens die dagloon teen die hoër skaal bereken; en
- (ii) in die geval in paragraaf (b) genoem, minstens die dagloon bereken op die kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande—

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

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

- (i) vyf, in die geval van 'n werknemer wat vyf dae per week werk;
- (ii) ses, in die geval van 'n werknemer wat ses dae per week werk.

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

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

(5) *Vervoertoelae en -koste*.—Benewens die betaling van enige ander besoldiging verskuldig aan—

- (a) 'n handelsreisiger wat van sy werkgewer se motorvervoer gebruik maak of wat per trein of enige ander vervoermiddel as sy eie moet reis, moet sy werkgewer hom alle redelike koste wat hy in verband met sodanige vervoer in die uitvoering van sy pligte aangegaan het, terugbetaal, en by die toepassing van hierdie subklousule word die koste van die bère van motorvervoer in 'n waenhuis oornag, as vervoerkoste geag;

- (b) 'n handelsreisiger wat motorvervoer vir die verrigting van sy pligte moet verskaf, moet sy werkgewer hom ten opsigte van elke myl wat hy in die uitvoering van sy pligte gereis het, 'n vervoertoelae van minstens die volgende in die geval van:—

	Sent.
(i) 'n voertuig met 'n gewig van hoogstens 2,500 lb. en met hoogstens vier silinders.....	6
(ii) 'n voertuig swaarder as 2,500 lb. maar nie 2,900 lb. nie, met hoogstens vier silinders.....	7½
(iii) 'n voertuig met 'n gewig van hoogstens 2,900 lb. met meer as vier silinders.....	7½
(iv) 'n voertuig wat swaarder as 2,900 lb. weeg...	10

en hy die toepassing van hierdie subklousule beteken die uitdrukking „gewig” die gewig soos in 'n lisensie of sertifikaat aangeteken wat ten opsigte van sodanige voertuig uitgereik is deur 'n owerheid wat by wet gemagtig is om sodanige lisensie of sertifikaat uit te reik.

(6) *Reis- en verblyftoelae en -koste*.—Benewens die betaling van enige ander besoldiging verskuldig aan—

- (a) 'n handelsreisiger wat, op enige reis wat hy in die uitvoering van sy pligte onderneem, vir 'n tydperk van langer as ses agtereenvolgende uur van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is, moet sy werkgewer—

- (i) hom alle koste terugbetaal wat hy redelikerwys aangegaan het vir enige etes en tee vir homself gedurende elke sodanige tydperk van sodanige afwesigheid wat nie oor 'n nag strek nie;

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

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

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

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 an employee who works a six-day week.

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

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the ordinary weekly hours of work prescribed in clause 5 for an employee of his class.

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

- (a) a traveller who uses his employer's motor transport or who is required to travel by train or any other means of conveyance than his own, his employer shall reimburse him all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purpose of this sub-clause the cost of overnight garaging of motor transport shall be deemed to be a transport expense;

- (b) a traveller who is required to provide motor transport for the performance of his duties, his employer shall pay him a transport allowance for each mile travelled in the performance of his duties of not less than in the case of—

	Cent.
(i) a vehicle the weight of which does not exceed 2,500 lb. and which has not more than four cylinders.....	6
(ii) a vehicle the weight of which exceeds 2,500 lb. but not 2,900 lb. and which has not more than four cylinders.....	7½
(iii) a vehicle the weight of which does not exceed 2,900 lb. and which has more than four cylinders.....	7½
(iv) a vehicle the weight of which exceeds 2,900 lb.	10

and for the purpose of this sub-clause the expression “weight” means the weight as recorded in a licence or certificate issued in respect of such vehicle by an authority empowered by law to issue such licence or certificate.

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

- (a) a traveller who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—

- (i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;

- (ii) hom 'n reis- en verblyftoelae van hoogstens R3 betaal vir elke nag, waar sodanige afwesigheid oor een of meer nagte strek;
- (b) 'n handelsreisiger se assistent wat 'n handelsreisiger vergezel op enige reis wat hy in die uitvoering van sy pligte onderneem, en wat vir 'n tydperk van langer as ses agtereenvolgende uur van sy woonplek en sy werkgever se bedryfsinrigting afwesig is, moet sy werkgever—
- (i) hom alle koste wat hy redelikerwys aangegaan het vir enige etes en tee vir homself gedurende elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, terugbetaal; en
- (ii) hom 'n reis- en verblyftoelae van minstens R0.80 betaal vir elke nag, waar sodanige afwesigheid oor een of meer nagte strek:

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

(7) (a) Enige toelae en koste ingevolge subklousules (5) en (6) aan 'n werknemer betaalbaar, moet binne sewe dae vanaf die werknemer se skriftelike eis daarvoor, deur 'n werkgever aan hom betaal word: Met dien verstande dat 'n werknemer enige sodanige eis moet indien binne een maand nadat hy daarop geregtig geword het, maar dat hy nie meer as een eis in 'n bepaalde week moet indien nie.

(b) 'n Werkgever kan van sy handelsreisiger vereis om enige eis op so 'n wyse op te stel dat dit die volgende weergee:—

- (i) Ten opsigte van enige eis kragtens subklousule (5) (a), die wyse waarop hy gereis het en die vervoerkoste aangegaan, of die aard van enige ander koste waarvan die terugbetaling geëis word;
- (ii) ten opsigte van enige eis kragtens subklousule (5) (b), die mylafstand elke dag afgelê, die aandoenplekke en, uitgesonderd in munisipale gebiede, die roete wat gevolg is;
- (iii) ten opsigte van enige eis kragtens subklousule (6), die tye waarop elke tydperk van afwesigheid begin en geëindig het;

en hom in staat te stel om aan so 'n vereiste te voldoen, moet sy werkgever, voordat sodanige handelsreisiger enige sodanige reis onderneem, hom van 'n geskikte boek of vorms voorsien waarin of waarop hy geskikte aantekeninge kan hou.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalings van klousule 3 (7) en 6 (4), moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant, of, met die toestemming van die werknemer, maandeliks in kontant, of per tjek gedurende die werkure of binne dertig minute nadat die werk gestaak is, betaal word op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer, of by diensbeëindiging indien dit voor die gewone betaaldag plaasvind, en sodanige bedrag moet in 'n kovert of houër wees waarop die volgende aangeteken moet wees of wat vergesel moet gaan van 'n opgawe wat die volgende moet bevat:—

- (a) Die werkgever se naam;
- (b) die werknemer se naam of sy nommer op die betaalstaat en sy beroep;
- (c) die getal gewone werkure wat die werknemer gewerk het;
- (d) die getal oortydure wat die werknemer gewerk het;
- (e) die werknemer se loon;
- (f) die besonderhede van enige ander besoldiging wat uit die werknemer se diens voortvloei;
- (g) die besonderhede van enige bedrae wat afgetrek is;
- (h) die werklike bedrag aan die werknemer betaal; en
- (i) die tydperk ten opsigte waarvan die betaling geskied;

en sodanige kovert of houër waarop hierdie besonderhede aangeteken is of sodanige opgawe word die eiendom van die werknemer.

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

(3) *Premies.*—Geen bedrag mag, hetsy regstreeks of onregstreeks, aan 'n werkgever betaal of deur hom ontvang word ten opsigte van die indiensneming of opleiding van 'n werknemer nie.

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

(5) *Etes en huisvesting.*—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om by hom of by enige ander werkswa of by enige plek deur hom aangewys, etes of huisvesting of etes en huisvesting te ontvang nie.

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

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfonds of lededeelde aan vakverenigings;
- (b) uitgesonderd waar anders in hierdie Vastelling bepaal, wanneer 'n werknemer van die werk afwesig is uitgesonderd op bevel of op versoek van sy werkgever, 'n bedrag in verhouding tot die tydperk van sy afwesigheid en bereken op die basis van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

- (ii) pay him a subsistence allowance of not less than R3 for each night where such absence extends over one or more nights;

(b) a traveller's assistant who, accompanying a traveller on any journey undertaken by the traveller in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—

- (i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
- (ii) pay him a subsistence allowance of not less than R0.80 for each night where such absence extends over one or more nights:

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

(7) (a) Any allowance and expenses payable to an employee in terms of sub-clauses (5) and (6) shall be paid by an employer within seven days of the employee's written claim therefor: Provided that an employee shall submit any such claims within one month of entitlement but shall not submit more than one claim in any one week.

(b) An employer may require his traveller to frame any claim so that it shall reflect—

- (i) in respect of any claim in terms of sub-clause (5) (a), the mode of travel employed and the transport expenses incurred or the nature of any other expense for which reimbursement is claimed;
- (ii) in respect of any claim in terms of sub-clause (5) (b), the mileage travelled each day, the points of call and, except in municipal areas, the route followed;
- (iii) in respect of any claim in terms of sub-clause (6), the times of commencement and ending of each period of absence,

and to enable him to comply with such a requirement, his employer shall, before any such journey is undertaken by such traveller, provide him with a suitable book or forms in or on which to maintain suitable records.

4. PAYMENT OF REMUNERATION.

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

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

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

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

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

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

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

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

- (a) with the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;
- (b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

- (c) enige bedrag wat 'n werkgever by wet of bevel van 'n bevoegde hof moet of mag aftrek;
- (d) wanneer 'n werknemer daartoe toestem of ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, etes en huisvesting of etes of huisvesting van sy werkgever moet aanneem, 'n bedrag van hoogstens dié hieronder gespesifiseer:—

	Per week.	Per maand.
	R	R
Etes.....	0.80	3.47
Huisvesting.....	0.40	1.73
Etes en huisvesting.....	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 ten opsigte van elke uur van sodanige vermindering: Met dien verstande—
- (i) dat sodanige bedrag nie een derde van die werknemer se weekloon te bowe mag gaan nie, ongeag die getal ure waarmee die gewone werkure aldus verminder word;
- (ii) dat geen bedrag afgetrek mag word nie in die geval van korttyd wat uit 'n bedryfslapte of 'n tekort aan grondstowwe of spoorwegtrokke voortvloei tensy die werkgever sy werknemer op die vorige werkdag in kennis gestel het van sy voorneme om die gewone werkure aldus te verminder;
- (iii) dat geen bedrag afgetrek mag word nie in die geval van korttyd weens ongunstige weersomstandighede of weens 'n algemene onklaarraking van installasie of masjinerie of 'n onklaarraking of dreigende onklaarraking van geboue, ten opsigte van die eerste uur wat daar nie gewerk is nie, tensy die werkgever sy werknemer op die vorige dag in kennis gestel het dat geen werk beskikbaar sal wees nie;
- (f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het ten opsigte van die huur van 'n huis of huisvesting in 'n hostel waarin sodanige werknemer in enige lokasie of Bantodorp onder beheer van sodanige raad of ander plaaslike bestuur, gewoon het.

5. WERKURE, GEWONE EN OORTYDURE, EN BETALING VIR OORTYDWERK.

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

- (a) In die geval van 'n werknemer wat ses dae per week werk—
- (i) vyf-en-veertig in 'n week vanaf Maandag tot en met Saterdag; en
- (ii) behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag nie vyf te bowe gaan nie, wanneer die ure op enigen van die ander dae tot agt en 'n half verleng kan word;
- (b) in die geval van 'n werknemer wat vyf dae per week werk—
- (i) vyf-en-veertig in 'n week vanaf Maandag tot en met Vrydag; en
- (ii) behoudens subparagraaf (i) hiervan, nege op 'n dag.

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

(3) *Etenspouses.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om vir langer as vyf uur sonder 'n etenspouse van minstens een uur ononderbroke te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse moet geag word nie deel van die gewone werkure of oortydure uit te maak nie: Met dien verstande—

- (i) dat 'n werkgever met sy werknemer kan ooreenkom om die tydperk van sodanige etenspouse tot minstens 'n halfuur te verkort, en in daardie geval en nadat die werkgever 'n verklaring oor sodanige ooreenkoms by die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied ingedien het, kan die etenspouse aldus verkort word;
- (ii) dat werktydperke deur pouses van minder as een uur onderbroke, uitgesonderd wanneer voorbehoudsbepaling (i) of (vi) geld, as deurlopend geag moet word;
- (iii) dat, indien sodanige pouse langer as 'n uur duur, enige tydperk langer as een en 'n kwart uur as tyd gewerk beskou moet word;
- (iv) dat 'n motorvoertuigbestuurder wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;
- (v) dat hoogstens een sodanige pouse gedurende die gewone werkure van 'n werknemer op enige dag geag moet word nie deel van die gewone werkure uit te maak nie;

- (c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- (d) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder—

	Per Week.	Per Month.
	R	R
Board.....	0.80	3.47
Lodging.....	0.40	1.73
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—
- (i) that such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
- (ii) that no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials or railway trucks, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
- (iii) that no deduction shall be made in the case of short-time owing to the vagaries of the weather 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;
- (f) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such council or other local authority.

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

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

- (a) in the case of an employee who works a six-day week—
- (i) forty-five in any week from Monday to Saturday, inclusive; and
- (ii) 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 who works a five-day week—
- (i) forty-five in any week from Monday to Friday, inclusive; and
- (ii) subject to sub-paragraph (i) hereof, nine 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—

- (i) 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;
- (ii) that periods of work interrupted by intervals of less than one hour, except when proviso (i) or (vi) applies, shall be deemed to be continuous;
- (iii) 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;
- (iv) 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 purpose of this sub-clause not to have worked during such interval;
- (v) that not more than one such interval during the ordinary hours of work of an employee on any day shall be deemed not to form part of the ordinary hours of work;

- (vi) dat wanneer daar op enige dag as gevolg van oortyd van 'n werkgewer vereis word om aan 'n werknemer 'n tweede etenspouse toe te staan, sodanige pouse op versoek van die werknemer tot vyftien minute verkort kan word op voorwaarde dat die totale tydperk wat die werknemer na die eerste etenspouse van die dag werk, nie sewe uur te bowe mak gaan nie;
- (vii) dat sodanige pouse nie aan 'n stoomketelbediener of 'n werknemer op nagskof gedurende sy gewone werkure toegestaan hoef te word nie indien aan hom die geleentheid gebied word om gedurende sodanige ure 'n ete te nuttig terwyl hy op diens is.

(4) *Ruspouses.*—'n Werkgever moet aan elkeen van sy werknemers 'n ruspouse van minstens tien minute so na as doenlik aan die middel van elke oggend- en namiddagwerktydperk toestaan, en gedurende sodanige pouse mag daar nie van so 'n werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse moet geag word deel van die gewone werkure van sodanige werknemer uit te maak.

(5) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalinge van subklousule (3) moet alle werkure van 'n werknemer op enige dag agtereenvolgend wees.

(6) *Oortyd.*—Alle tyd wat 'n werknemer, uitgesonderd op 'n Sondag, langer werk as die getal gewone werkure in subklousules (1) en (2) voorgeskryf, is oortyd.

(7) *Beperking van oortyd.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd as die volgende te werk nie:—

- (a) In die geval van 'n los werknemer, twee uur op 'n dag;
- (b) in die geval van enige ander werknemer, tien uur in 'n week.

(8) *Vroulike werknemers.*—Ondanks enige andersluidende bepalinge in hierdie klousule mag 'n werkgewer nie van 'n vroulike werknemer vereis of haar toelaat om—

- (a) tussen 6-uur nm. en 6-uur vm. te werk nie;
- (b) na 1-uur nm. op meer as vyf dae per week te werk nie;
- (c) oortyd vir langer as twee uur op 'n dag te werk nie, uitgesonderd dat 'n werknemer wat vyf dae per week werk tot vier uur oortyd op 'n Saterdag mag werk;
- (d) oortyd op meer as drie agtereenvolgende dae in 'n week te werk nie;
- (e) oortyd op meer as sestig dae in 'n jaar te werk nie;
- (f) oortyd vir langer as een uur op 'n dag na voltooiing van haar gewone werkure te werk nie, tensy hy—
 - (i) sodanige werknemer voor 12-uur middag daarvan in kennis gestel het; of
 - (ii) aan sodanige werknemer 'n toereikende ete verskaf het en haar voldoende tyd toegelaat het om dit te nuttig voordat sy met oortydwerk begin; of
 - (iii) sodanige werknemer betyds vyf-en-twintig sent betaal het om haar in staat te stel om ete te nuttig voordat oortydwerk moet begin.

(9) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk minstens die volgende betaal:—

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

(10) *Voorbehoudsbepalinge.*—(a) Die bepalinge van hierdie klousule is nie op 'n handelsreisiger, 'n handelsreisiger se assistent of 'n wag van toepassing nie.

(b) Die bepalinge van hierdie klousule geld nie vir 'n voorman of 'n senior bestuurs-, professionele of administratiewe werknemer nie indien en solank sodanige werknemer 'n gereelde loon van minstens R160 per maand ontvang.

(c) Die bepalinge van subklousules (3), (4), (5) en (7) geld nie vir 'n werknemer terwyl hy noodwerk verrig of vir 'n chauffeur nie.

(d) Die bepalinge van subklousule (4) geld nie vir 'n stoomketelbediener, 'n motorvoertuigbestuurder of 'n arbeider wat op 'n afleveringsvoertuig help of 'n vuur in 'n stoomketel aan die brand hou nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousules (2) en (3) moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooië tydperk van twaalf maande diens by hom verlof soos volg toestaan:—

- (a) In die geval van 'n handelsreisiger, handelsreisiger se assistent of 'n wag, een-en-twintig agtereenvolgende-kalender dae verlof,
- (b) in die geval van elke ander werknemer, veertien agtereenvolgende kalenderdae verlof,

en moet hy sodanige werknemer ten opsigte van sodanige verlof—

- (i) in die geval van 'n werknemer in paragraaf (a) genoem, 'n bedrag van minstens drie maal die weekloon betaal waarop hy vanaf die eerste dag van die verlof geregtig is;
- (ii) in die geval van 'n werknemer in paragraaf (b) genoem, 'n bedrag van minstens dubbel die weekloon betaal waarop hy vanaf die eerste dag van die verlof geregtig is;

Met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n handelsreisiger wat kommissiewerk verrig, bereken moet word deur die besoldiging ingevolge sy ooreenkoms kragtens klousule 9 (7) aan hom verskuldig ten opsigte van die twaalf maande onmiddellik voor die datum van die beskikbaarwording

(vi) that when on any day be 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 on condition that the total period worked by the employee after the first meal interval of the day shall not exceed seven hours;

(vii) that such interval need not be granted to a boiler attendant or an employee employed on night shift during his ordinary hours of work if he is given the opportunity during such hours of having a meal while on duty.

(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 by an employee, other than on a Sunday, in excess of the number of ordinary hours of work prescribed in sub-clauses (1) and (2) shall be overtime.

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

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

(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) *Savings.*—(a) The provisions of this clause shall not apply to a traveller, traveller's assistant or a watchman.

(b) The provisions of this clause shall not apply to a foreman or to senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R160 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 or to a chauffeur.

(d) The provisions of sub-clause (4) shall not apply to a boiler attendant, a driver of a motor vehicle or a labourer assisting on a delivery vehicle or maintaining a fire in a boiler.

6. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clauses (2) and (3), 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 traveller, traveller's assistant or 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 a traveller who is employed on commission work shall be calculated by dividing the remuneration payable to him by virtue of his agreement in accordance with clause 9 (7) in respect of the twelve months immediately preceding the date of the accrual

van sy verlof, deur twee-en-vyftig te deel, of indien hy minder as twaalf maande aldus werksaam was, deur die totale besoldiging aldus gedurende sy tydperk van sodanige diens aan hom betaalbaar, deur die getal voltooide weke in sodanige tydperk te deel: Voorts met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n werknemer wat stukwerk verrig, bereken moet word op die basis in artikel 20 (5) (a) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, uiteengesit.

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

- (i) dat, indien sodanige verlof nie reeds toegestaan is nie, dit behoudens die bepalinge van subklousule (3), toegestaan moet word dat dit binne vier maande na die voltooiing van die twaalf maande diens waarop dit betrekking het, begin, of indien die werkgever en sy werknemer skriftelik daartoe ooreengekom het, voor die verstryking van genoemde tydperk van vier maande, moet die werkgever sodanige verlof aan die werknemer toestaan vanaf 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maande;
- (ii) dat die tydperk van verlof nie met siekteverlof kragtens klousule 7 toegestaan, saamval nie, of, tensy die werknemer aldus versoek en die werkgever skriftelik daartoe toestem, met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, nie;
- (iii) dat indien Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, nog 'n werkdag vir elke sodanige vakansiedag by genoemde tydperk as 'n verdere verloftydperk bygevoeg moet word, en die werknemer moet 'n bedrag van minstens sy dagloon ten opsigte van elke sodanige bygevoegde dag betaal word;
- (iv) dat 'n werkgever van sodanige verloftydperk enige dae geleentheidsverlof kan aftrek wat hy met volle betaling aan sy werknemer op laasgenoemde se skriftelike versoek toegestaan het gedurende die tydperk van twaalf maande diens waarop die tydperk van verlof betrekking het.

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

- (i) dat die versoek deur sodanige werknemer gerig word nie later nie as vier maande na die verstryking van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en
- (ii) dat die datum van die ontvangs van die versoek, deur die werkgever oor sy handtekening daarop geëndsosier moet word, en hy moet die versoek vir 'n tydperk van minstens drie jaar vanaf sodanige datum of die verstrykingsdatum van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, naamlik die jongste datum, hou.

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

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

(5) 'n Werknemer wie se dienskontrak gedurende enige tydperk van twaalf maande diens eindig voor die tydperk van verlof in subklousule (1) ten opsigte van daardie tydperk voorgeskryf, opgeloopt het, moet by sodanige eindiging en bo en behalwe enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige diens tydperk 'n bedrag van minstens die volgende betaal word:—

- (a) In die geval van 'n werknemer in paragraaf (a) van subklousule (1) vermeld, een kwart, en
- (b) in die geval van 'n werknemer in paragraaf (b) van subklousule (1) vermeld, een-seste,

van die weekloon wat hy onmiddellik voor die datum van sodanige eindiging ontvang het: Met dien verstande dat 'n werkgever 'n eweredige bedrag kan aftrek ten opsigte van enige tydperk van verlof kragtens die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer toegestaan, en voorts met dien verstande dat 'n werknemer—

- (i) wat sy diens verlaat sonder die diensopsegging in klousule 12 voorgeskryf, tensy die werkgever van sodanige diensopsegging afgesien het of die werknemer die werkgever in plaas van diensopsegging betaal het; of
- (ii) wat sy diens sonder enige regsgeldige rede verlaat; of
- (iii) wat sonder enige regsgeldige rede, sonder kennisgewing deur sy werkgever ontslaan word,

nie op enige betaling kragtens hierdie subklousule geregtig is nie.

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

(7) By die toepassing van hierdie klousule word daar geag dat die uitdrukking „diens” die volgende insluit:—

- (a) Enige tydperk ten opsigte waarvan 'n werkgever 'n werknemer ingevolge klousule 12, in plaas van kennisgewing, betaal;

of his leave by fifty-two or if he has had less than twelve months of such employment, by dividing the total remuneration so payable to him during his period of such employment by the number of completed weeks in such period: Provided further 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 twenty (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 his 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 requested and the employer agrees, in writing, with any period of military training under the Defence Act, 1957;
- (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) 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 his employees, an employer may permit the leave to accumulate over a period of not more than twenty-four months of employment: Provided—

- (i) that the 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 the request is endorsed on the request over his signature by the employer, who shall retain the request for a period of not less than three years from such date or the date of the 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 terminates 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 the notice prescribed in clause 12, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient; or
- (iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

shall not be entitled to any payment by virtue of this 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 terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.

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

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

- (b) enige tydperk wat 'n werknemer afwesig is—
- (i) met verlof ooreenkomstig hierdie klousule;
 - (ii) met siekteverlof ooreenkomstig klousule 7;
 - (iii) op las of op versoek van sy werkgever, wat altesaam hoogstens tien weke in 'n bepaalde jaar behoort; en
- (c) enige tydperk wat 'n werknemer afwesig is terwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan: Met dien verstande dat 'n werknemer nie daarop geregtig is om meer as vier weke van enige bepaalde tydperk van sodanige opleiding as diens kan eis nie;

en diens word geag soos volg te begin:—

- (i) In die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Vasstelling op 'n tydperk van jaarlikse verlof ingevolge enige Wet geregtig geword het, op die datum waarop sodanige werknemer laaste op sodanige verlof ingevolge sodanige Wet geregtig geword het;
 - (ii) in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Vasstelling in diens was en op wie enige Wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nie op 'n tydperk van verlof ingevolge daarvan geregtig geword het nie, op die datum waarop sodanige diens begin het;
 - (iii) in die geval van enige ander werknemer, vanaf die datum waarop sodanige werknemer by sy werkgever in diens getree het, of op die datum van die inwerkingtreding van hierdie Vasstelling, naamlik die jongste datum.
- (8) (a) Ondanks enige andersluidende bepalings in hierdie klousule mag 'n werkgever vir die doeleindes van jaarlikse verlof te eniger tyd, maar hoogstens een maal in enige tydperk van twaalf maande, sy bedryfsinrigting vir veertien agtereenvolgende kalenderdae sluit, plus enige addisionele dae wat ingevolge die derde voorbehoudbepaling van subklousule (2) bygevoeg moet word.

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

7. SIEKTEVERLOF.

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

- (a) in die geval van 'n werknemer wat vyf dae per week werk, minstens twintig werkdag; en
- (b) in die geval van elke ander werknemer, hoogstens vier-en-twintig werkdag;

siekteverlof altesaam gedurende elke tydkring van vier-en-twintig agtereenvolgende maande diens by hom toestaan, en sodanige werknemer ten opsigte van enige tydperk van afwesigheid ooreenkomstig hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande—

- (i) dat 'n werknemer in die eerste vier-en-twintig agtereenvolgende maande diens nie geregtig is op siekteverlof met volle betaling teen 'n koers van meer as, in die geval van 'n werknemer wat vyf dae per week werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens nie en in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens nie;
- (ii) dat hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes maak wat minstens gelyk is aan dié deur die werknemer gemaak, tot enige fonds of organisasie deur die werknemer benoem, naamlik 'n fonds of organisasie wat aan die werknemer in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, die betaling waarborg van altesaam die ekwivalent van sy loon vir twintig of vier-en-twintig werkdag, na gelang van die geval, in elke tydkring van vier-en-twintig maande diens, uitgesonderd dat gedurende die eerste vier-en-twintig maande van die betaling van bydraes deur die werknemer die gewaarborgde koers nie dié koers van aanwas wat in die eerste voorbehoudbepaling van hierdie subklousule vermeld word, te bowe hoef te gaan nie;
- (iii) dat waar van 'n werkgever by enige wet vereis word om gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal en hy dit wel doen, die bedrag aldus betaal, afgetrek kan word van die betaling ten opsigte van afwesigheid weens ongeskiktheid ooreenkomstig hierdie klousule verskuldig;
- (iv) dat, indien 'n werkgever ten opsigte van enige tydperk van ongeskiktheid deur hierdie klousule gedek, by enige ander wet verplig word om aan 'n werknemer sy volle loon te betaal, die bepalings van hierdie klousule nie geld nie.

(2) 'n Werkgever kan, as 'n voorafgestelde voorwaarde tot sy betaling van enige bedrag wat 'n werknemer kragtens hierdie klousule ten opsigte van enige afwesigheid van die werk vir 'n tydperk van meer as drie agtereenvolgende kalenderdae eis, van die werknemer vereis om 'n sertifikaat in te dien wat deur 'n geregistreerde mediese praktisyn onderteken is en die aard en

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

(i) on leave in terms of this clause;

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

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

- (c) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training,

and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who was in employment before the coming into force of this Determination and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of 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) 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 organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for 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 for a period covering more than three consecutive calendar days, required the employee to produce a certificate signed by a registered medical

duur van die werknemer se ongeskiktheid vermeld: Met dien verstande dat indien 'n werknemer gedurende enige tydperk van tot agt weke by twee of meer geleenthede betaling ooreenkomstig hierdie klousule ontvang het sonder om sodanige sertifikaat in te dien, sy werkgever gedurende die tydperk van agt weke wat onmiddellik op die jongste sodanige geleentheid volg, van hom kan vereis om sodanige sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) Indien 'n werknemer gedurende die eerste tydkring van vier-en-twintig maande diens by dieselfde werkgever weens ongeskiktheid afwesig is vir 'n tydperk van langer as enige siekteverlof wat ten tyde van sodanige ongeskiktheid opgeloopt het, is hy daarop geregtig om betaal te word slegs ten opsigte van sodanige verlof wat aldus opgeloopt het, maar sy werkgever moet, indien hy dit nie reeds gedoen het nie, by verstryking van genoemde dienstrydkring of by eindiging van diens voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid in dié mate betaal waarin siekteverlof wat by sodanige verstryking of eindiging opgeloopt het, nie geneem is nie.

(4) By die toepassing van hierdie klousule word die uitdrukking—

(a) „diens” geag die volgende in te sluit:—

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

(aa) met verlof ooreenkomstig klousule 6;

(bb) op 'n las of op versoek van sy werkgever;

(cc) met siekteverlof ooreenkomstig subklousule (1), wat altesaam hoogstens tien weke in 'n jaar beloop; en

(ii) enige tydperk wat 'n werknemer afwesig is terwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan: Met dien verstande dat 'n werknemer nie daarop geregtig is om meer as vier maande van enige bepaalde tydperk van sodanige opleiding as diens te eis nie,

en enige tydperk wat 'n werknemer by dieselfde werkgever werksaam was onmiddellik voor die inwerkingstredingsdatum van hierdie Vasstelling, word by die toepassing van hierdie klousule as diens kragtens hierdie Vasstelling geag, en enige siekteverlof met volle betaling wat gedurende sodanige tydperk aan sodanige werknemer toegestaan is, word geag kragtens hierdie Vasstelling toegestaan te gewees het;

(b) „ongeskiktheid” beteken die ongeskiktheid om te werk weens enige siekte of besering, uitgesonderd dié veroorsaak deur—

(i) 'n werknemer se eie wangedrag; of

(ii) 'n ongeluk waarvoor in die Ongevallewet, 1941, voorsiening gemaak is.

8. OPENBARE VAKANSTEDAE EN SONDAE.

(1) Behoudens die bepalings van klousule 4 (6), indien 'n werknemer nie op Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag werk nie, moet sy werkgever hom vir die week waarin sodanige dag val minstens sy weekloon betaal.

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

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

(a) die werknemer—

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

(ii) of indien hy vir 'n tydperk van langer as vier uur aldus werk, teen 'n koers van minstens dubbel sy gewone loon ten opsigte van die totale tydperk wat hy op sodanige Sondag werk, betaal, of minstens dubbel sy dagloon, wat ook al die grootste bedrag mag wees; of

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

(4) Die bepalings van hierdie klousule geld nie vir—

(a) 'n los werknemer, 'n handelsreisiger, 'n handelsreisiger se assistent of 'n wag nie; of

(b) 'n voorman of 'n senior bestuurs-, professionele of administratiewe werknemer nie, indien en solank sodanige werknemer 'n gereelde loon van minstens R160 per maand ontvang.

9. STUKWERK EN KOMMISSIEWERK.

(1) 'n Werkgever kan, na minstens een week kennisgewing aan sy werknemer, uitgesonderd 'n handelsreisiger, enige stukwerkstelsel instel en, behoudens die bepalings van klousule 4 (6), moet die werkgever sodanige werknemer wat volgens so 'n stukwerkstelsel diens doen, besoldig teen die loon wat ingevolge sodanige

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, has not been taken.

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

(a) “employment” shall be deemed to include—

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

(aa) on leave in terms of clause 6;

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

(cc) on sick leave in terms of sub-clause (1), amounting in the aggregate, in any year, to not more than ten weeks; and

(ii) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training,

and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

(b) “incapacity” means inability to work owing to any sickness or injury other than that caused by—

(i) an employee's own misconduct; or

(ii) an accident within the meaning of the Workmen's Compensation Act, 1941.

8. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

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

(a) pay the employee—

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

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

(b) pay him at a rate not less than one and one-third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within fourteen 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) The provisions of this clause shall not apply—

(a) to a casual employee, a traveller, a traveller's assistant or a watchman; or

(b) 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 a regular wage at a rate of not less than R160 per month.

9. PIECE-WORK AND COMMISSION WORK.

(1) An employer may, after at least one week's notice to his employee, other than a traveller, 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,

stelsel van toepassing is: Met dien verstande dat, ongeag die hoeveelheid werk verrig, die werkgever sodanige werknemer minstens die volgende moet betaal:—

- (a) In die geval van 'n ander werknemer as 'n los werknemer, ten opsigte van elke week waarin stukwerk verrig word, die bedrag wat hy aan sodanige werknemer vir daardie week sou moes betaal het as hy op die grondslag van tyd gewerk besoldig sou gewees het;
- (b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk verrig word, die bedrag wat hy aan sodanige werknemer vir daardie dag sou moes betaal het as hy op die grondslag van tyd besoldig sou gewees het.

(2) 'n Werkgever moet 'n lys van die lone in subklousule (1) genoem op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.

(3) 'n Werkgever wat voornemens is om enige stukwerkstelsel wat in werking is of die lone wat ingevolge daarvan geld, in te trek of wysig, moet sy werknemer wat volgens sodanige stelsel diens doen minstens een maand van sodanige voorneme kennis gee: Met dien verstande dat 'n werkgever en sy werknemer oor 'n langer tydperk van kennisgewing kan ooreenkom, en in dié geval moet die werkgever minstens die tydperk van kennisgewing nakom waaroor ooreengekom is.

(4) Ondanks andersluidende bepalings in hierdie klousule hoef 'n werkgever nie 'n los werknemer in kennis stel van sy voorneme om enige stukwerkstelsel in te stel of dit in te trek of te wysig nie.

(5) 'n Handelsreisiger wat volgens ooreenkoms met sy werkgever kommissiewerk onderneem, moet, voordat daar met sulke werk begin word, deur sy werknemer voorsien word van 'n ware kopie van die ooreenkoms of 'n verklaring wat die voorwaardes van die Ooreenkoms vermeld, en hierdie verklaring moet die volgende insluit:—

- (a) Die week- of maandloon aan die handelsreisiger betaalbaar, waar sodanige loon hoër is as dié wat in klousule 3 (1) vir sodanige handelsreisiger voorgeskryf is, asook die tarief of tariewe van die kommissie en die voorwaardes waarop hy daartoe geregtig word;
- (b) die dag van die week of maand waarop kommissie wat verdien is, hom toekom en betaalbaar is;
- (c) die gebied waarin die handelsreisiger moet of mag werk;
- (d) die tipe, soort, getal, hoeveelheid of waarde van bestellings (afsonderlik, weekliks, maandeliks of andersins) wat die werkgever bereid is om van tyd tot tyd aan te neem; en
- (e) die betaaldag van kommissie ten opsigte van bestellings wat deur die werkgever voor die beëindiging van die dienskontrak aangeneem is: Met dien verstande dat sodanige betaaldag voor of op die laaste werkdag moet wees van die kalendermaand wat volg op die maand waartydens die diens beëindig is.

(6) Die voorwaardes van die Ooreenkoms in subklousule (5) vermeld, mag vir die handelsreisiger finansiële nie minder gunstig as hierdie Vastelling wees nie: Met dien verstande dat die datum waarop besoldiging aan 'n handelsreisiger wat kommissiewerk verrig, betaalbaar is, ooreenkomstig die Ooreenkoms moet wees, en in hierdie opsig is die bepalings van klousule 4 (1) nie op sodanige betaling van toepassing nie.

(7) Behoudens die bepalings in klousule 4 (6) moet 'n werkgever aan sy handelsreisiger wat kommissiewerk verrig minstens die besoldiging betaal waarvoor hulle ooreengekom het: Met dien verstande dat, ongeag die getal of waarde van bestellings deur die werkgever aangeneem, die besoldiging van sodanige handelsreisiger ten opsigte van enige tydperk minstens dié moet wees wat ooreenkomstig klousule 3 (1) vir daardie tydperk aan hom verskuldig sou wees.

(8) 'n Werkgever of 'n handelsreisiger wat voornemens is om 'n ooreenkoms met betrekking tot kommissiewerk in te trek of oor 'n wysiging daarvan te onderhandel, moet skriftelik van sodanige voorneme kennis gee, en die tydperk van sodanige kennisgewing moet minstens dié wees wat vereis word om die dienskontrak van sodanige handelsreisiger ooreenkomstig klousule 12 te beëindig.

10. GETALVERHOUDING.

(1) 'n Werkgever mag nie 'n assistent-voorman, assistent-pakhuisman of assistent-versendingsklerk in diens neem nie tensy hy onderskeidelik 'n voorman, 'n pakhuisman of 'n versendingsklerk in diens het.

(2) 'n Werkgever mag nie 'n groepleier in diens neem nie, tensy hy 'n voorman in diens het.

(3) 'n Werkgever mag nie 'n ongekwalifiseerde klerk of lekkergoedmaker in diens neem nie, tensy hy onderskeidelik 'n gekwalifiseerde klerk of lekkergoedmaker in diens het, en vir elke gekwalifiseerde klerk of lekkergoedmaker in sy diens mag hy onderskeidelik hoogstens een ongekwalifiseerde klerk of lekkergoedmaker in diens neem.

(4) (a) 'n Werkgever mag nie 'n ongekwalifiseerde graad I-werknemer in diens neem nie, tensy hy 'n gekwalifiseerde graad I-werknemer in diens het, en vir elke gekwalifiseerde graad I-werknemer in sy diens mag hy hoogstens een ongekwalifiseerde graad I-werknemer in diens neem.

(b) 'n Werkgever mag nie 'n ongekwalifiseerde graad II-werknemer in diens neem nie, tensy hy 'n gekwalifiseerde graad I-werknemer of graad II-werknemer in diens het, en vir elke gekwalifiseerde graad II-werknemer in diens mag hy hoogstens een ongekwalifiseerde graad II-werknemer in diens neem.

remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than—

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

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

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

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

(5) A traveller who by agreement with his employer undertakes commission work shall be supplied by his employer, before such work is commenced, with a true copy of the Agreement or a statement setting out the terms of the agreement which shall include—

- (a) the weekly or monthly wage payable to the traveller, where such wage is higher than that prescribed in clause 3 (1) for such traveller, and the rate or rates of the commission and the conditions of entitlement thereto;
- (b) the day of the week or month on which commission earned is due and payable;
- (c) the area in which the traveller is required or permitted to work;
- (d) the type, description, number, quantity or value of orders (individual, weekly, monthly or otherwise) which the employer is from time to time prepared to accept; and
- (e) the day of payment of commission in respect of orders accepted by the employer before termination of the contract of employment: Provided that such day of payment shall be not later than the last work day of the calendar month succeeding the month during which employment was terminated.

(6) The terms of the agreement referred to in sub-clause (5) shall be financially not less favourable to the traveller than this Determination: Provided that the due date of payment of remuneration to a traveller on commission work shall be in accordance with the Agreement and in this respect the provisions of clause 4 (1) shall not apply to such payment.

(7) Save as provided in clause 4 (6), an employer shall pay to his traveller who is employed on commission work remuneration at not less than the rate agreed upon between them: Provided that, irrespective of the number or value of orders accepted by the employer, the remuneration of such traveller in respect of any period shall be not less than that which would be due to him for that period in terms of clause 3 (1).

(8) An employer or a traveller, who intends to cancel, or to negotiate for an alteration of, an agreement in regard to commission work, shall give written notice of such intention and the period of such notice shall be not less than that required to terminate the contract of employment of such traveller in terms of clause 12.

10.-PROPORTION OR RATIO.

(1) An employer shall not employ an assistant foreman, assistant storeman or assistant despatch clerk unless he has in his employ a foreman, storeman or despatch clerk, respectively.

(2) An employer shall not employ a group leader unless he has in his employ a foreman.

(3) An employer shall not employ an unqualified clerk or sweetmaker unless he has in his employ a qualified clerk or sweetmaker, respectively, and for each qualified clerk or sweetmaker in his employ he shall not employ more than one unqualified clerk or sweetmaker, respectively;

(4) (a) An employer shall not employ an unqualified Grade I employee unless he has in his employ a qualified Grade I employee and for each qualified Grade I employee in his employ he shall not employ more than one unqualified Grade I employee;

(b) An employer shall not employ an unqualified Grade II employee unless he has in his employ a qualified Grade I employee or Grade II employee and for each qualified Grade I employee or Grade II employee in his employ he shall not employ more than one qualified Grade II employee.

(5) Nothing in this clause shall be so construed as to permit of the employment of both an unqualified Grade I employee and an unqualified Grade II employee for the same qualified Grade I employee.

(5) Niks in hierdie klousule moet so uitgelê word dat dit die indiensneming van beide 'n ongekwalifiseerde graad I-werknemer en 'n ongekwalifiseerde graad II-werknemer vir dieselfde gekwalifiseerde graad I-werknemer toelaat nie.

(6) By die toepassing van hierdie klousule—

- (a) kan 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n besondere klas werknemer verrig, 'n gekwalifiseerde werknemer in sodanige klas geag word;
- (b) kan 'n ongekwalifiseerde werknemer wat 'n loon ontvang van minstens die bedrag voorgeskryf vir 'n gekwalifiseerde werknemer van sy klas en gebied, 'n gekwalifiseerde werknemer in daardie klas geag word.

(7) Hierdie klousule is afsonderlik op elke bedryfsinrigting van toepassing.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet enige uniform, oorpak of ander beskermende kleren wat hy van sy werknemers vereis om te dra of wat hy by enige wet of regulasie verplig is om aan sy werknemer te verskaf, gratis verskaf en in diensbare en skoon toestand hou, en enige sodanige uniform, oorpak, rubberstewels of ander beskermende kleren bly die eiendom van die werkgewer. Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om enige sodanige uniform, oorpak of beskermende kleren te laat was en stryk, en in dié geval moet die werkgewer sodanige werknemer 'n toelae van minstens vyftien sent per week betaal.

12. BEÏNDIGING VAN DIENSKONTRAK.

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

- (a) gedurende die eerste vier weke diens minstens een werkdag kennis gee;
- (b) in die geval van 'n werknemer wat weekliks betaal word, na die eerste vier weke diens, een week kennis gee;
- (c) in die geval van 'n werknemer wat maandeliks betaal word, na die eerste vier weke diens, twee weke kennis gee;

van sy voorname om die kontrak te beëindig, of anders kan 'n werkgewer of werknemer die kontrak sonder kennisgewing beëindig deur aan die werknemer minstens die volgende te betaal of aan die werkgewer minstens die volgende te betaal, na gelang van die geval, in plaas van sodanige kennisgewing:—

- (i) In die geval van een werkdag kennisgewing, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval van een week kennisgewing, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (iii) in die geval van twee weke kennisgewing, dubbel die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat dit nie die volgende moet raak nie:—

- (i) Die reg van 'n werkgewer of 'n werknemer om die kontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;
- (ii) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingtydperk van gelyke duur vir albei partye en wat langer is as dié wat in hierdie klousule voorgeskryf word;
- (iii) die inwerkingtrekking van enige verbeurings of boetes wat by wet van toepassing mag wees ten opsigte van 'n werknemer wat dros;

Voorts met dien verstande dat ingeval die loon van 'n werknemer ten tyde van diensbeëindiging verminder is as gevolg van aftrekkings ten opsigte van korttyd, die uitdrukking „ten tyde van sodanige beëindiging ontvang”, wanneer 'n werkgewer 'n werknemer in plaas van kennisgewing betaal, geag moet word om „sou ontvang het ten tyde van sodanige beëindiging indien geen bedrae ten opsigte van korttyd afgetrek is nie” te beteken.

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

(3) Die kennisgewing in subklousule (1) voorgeskryf, moet soos volg geskied:—

- (a) In die geval van 'n werknemer wat weekliks betaal word, voor of op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer, en moet dit vanaf die dag na sodanige betaaldag geld;
- (b) in die geval van 'n maandeliks besoldigde werknemer, voor of op die eerste of die vyftiende dag van 'n kalendermaand, en moet dit vanaf sodanige eerste of vyftiende dag geld;

Met dien verstande—

- (i) dat die kennisgewingtydperk nie mag saamval nie met of kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof ooreenkomstig klousule 6 toegestaan, of enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;
- (ii) dat kennis nie gegee mag word gedurende 'n werknemer se afwesigheid met siekteverlof wat ooreenkomstig klousule 7 toegestaan is nie; en
- (iii) dat ingeval slegs een werkdag kennisgewing vereis word, sodanige kennisgewing op enige werkdag kan geskied.

(a) an employer who is wholly or mainly engaged in the work of a particular class of employee may be deemed to be a qualified employee in such class;

(6) For the purpose of this clause—

(b) an unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his class and area may be deemed to be a qualified employee in that class.

(7) This clause shall apply separately to each establishment.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall or other protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee and any such uniform, overall, 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) in the case of an employee paid weekly, after the first four weeks of employment, one week's;
- (c) in the case of an employee paid monthly, after the first four weeks of employment, two weeks'.

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

- (i) in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;
- (ii) in the case of one week's notice, the weekly wage which the employee is receiving at the time of such termination;
- (iii) in the case of two weeks' notice, double 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 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 in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in sub-clause (1) shall be given—

- (a) in the case of an employee paid weekly, on or before the usual pay day of the establishment for such employee and shall run from the day after such pay day;
- (b) in the case of a monthly employee, on or before the first or the fifteenth day of a calendar month and shall run from such first or fifteenth 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 which an employee is undergoing in pursuance of the Defence Act, 1957;
- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 7; and
- (iii) that where only one work day's notice is required to be given such notice may be given on any work day.

(4) Die kennisgewing in subklousule (1) voorgeskryf, moet skriftelik geskied, uitgesonderd in die geval van 'n werknemer in klousule 3 (1) (a) (iv) vermeld.

(5) Ondanks andersluidende bepalings in hierdie Vasstelling, ingeval 'n werknemer sy dienskontrak beëindig deur sy diens sonder kennisgewing te verlaat of sonder om sy werkgever te betaal in plaas van aan hom kennis van diensopsegging te gee, kan sy werkgever 'n bedrag vir homself toeëien wat hoogstens gelyk is aan dié wat sodanige werknemer in plaas van kennisgewing aan hom sou moes betaal het, van enige gelde wat hy ingevolge enige bepalings van hierdie Vasstelling aan sodanige werknemer skuld.

13. DIENSSERTIFIKAAT.

'n Werkgever moet by die beëindiging van die dienskontrak, uitgesonderd weens die diensverlating van 'n werknemer, aan sy werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat verskaf, wesenlik in die vorm in die Bylae van hierdie Vasstelling voorgeskryf, met daarop die volle naam van die werkgever en sy werknemer, die beroep van die werknemer, die aanvangs- en beëindigingsdatum van die kontrak en die werknemer se weekloon ten tyde van sodanige beëindiging.

14. VERBOD OP INDIENSNEMING.

'n Werkgever mag geen persoon onder die ouderdom van vyftien jaar in diens neem nie.

15. LOGBOEK.

(1) 'n Werkgever moet sy motorvoertuigbestuurder of sy deeltydse motorvoertuigbestuurder van 'n logboek, so na as doenlik aan die volgende vorm, voorsien:—

DAAGLIKSE LOG.

Naam van werkgever _____
 Naam van motorvoertuigbestuurder _____
 Datum _____
 Wanneer met werk begin is _____ vm./nm. _____ vm./nm.
 Wanneer werk voltooi is _____ vm./nm. _____ vm./nm.
 Getal ure gewerk _____
 Etenstye vanaf _____ vm./nm. tot _____ vm./nm.
 Besonderhede van enige ongeluk of vertraging _____

(Handtekening van motorvoertuigbestuurder.)

Datum _____ 19 _____

(2) Elke motorvoertuigbestuurder moet, nadat hy 'n logboek in subklousule (1) vermeld, ontvang het, genoemde daaglikse log ten opsigte van elke dag se werk in duplo bygewerk hou, en moet binne vier-en-twintig uur na die afhandeling van die dag se werk waarop dit betrekking het, 'n afskrif daarvan aan sy werkgever besorg, en by die toepassing van hierdie klousule het die uitdrukking „werk”, vir sover dit 'n deeltydse motorvoertuigbestuurder raak, slegs betrekking op „'n motorvoertuig bestuur” soos dit in die woordomskeping van hierdie klas werknemer omskryf is.

(3) Elke werkgever moet die afskrif van die daaglikse log wat ingevolge subklousule (2) aan hom besorg is, vir 'n tydperk van drie jaar na die indiening daarvan hou.

BYLAE.

Ek/Ons(a) _____
 wat sake in die Lekkergoednywerheid doen te _____

sertifiseer hierby dat _____
 by my/ons in diens was(a) vanaf die _____ dag van _____
 19 _____ tot die _____ dag van _____
 19 _____ as(b) _____

(Handtekening van Werkgever of Gemagtigde verteenwoordiger.)

Datum _____

(a) Skrap dit wat nie van toepassing is nie.

(b) Vermeld beroep waarin werknemer uitsluitlik of hoofsaaklik werksaam was, bv. klerk graad I-werknemer, arbeider.

(4) The notice prescribed in sub-clause (1) shall be in writing except in the case of an employee referred to in clause 3 (1) (a) (iv).

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

13. CERTIFICATE OF SERVICE.

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.

14. PROHIBITION OF EMPLOYMENT.

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

15. LOG BOOK.

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

DAILY LOG.

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

Date _____ 19 _____ (Signature of Driver.)

(2) Every driver of a motor vehicle or part-time driver of a motor vehicle, upon being provided with a log book referred to in sub-clause (1), shall keep the said daily log in duplicate in respect of each day's work, and shall within twenty-four hours of the completion of the day's work to which it relates deliver a copy thereof to his employer and for the purpose of this clause the expression "work" in relation to a part-time driver of a motor vehicle shall refer only to "driving a motor vehicle" as defined in the definition of this class of employee.

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

SCHEDULE.

I/We(a) _____ carrying
 on trade in the Sweet Manufacturing Industry at _____

hereby certify that _____

was employed by me/us(a) from the _____
 day of _____ 19 _____ to the _____
 day of _____ 19 _____ as(b) _____

At the termination of employment his/her(a) wage was _____
 rand _____ cents per week/month(a).

Date _____

(Signature of Employer or
 Authorised Representative.)

(a) Delete whichever inapplicable.

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

No. R. 235.] [19 Februarie 1965.
WET OP OORLOGSMAATREËLS, 1940.

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

LEKKERGOEDNYWERHEID, SEKERE GEBIEDE.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, handelende kragtens die bepalings van subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, skort hierby die toepassing van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 3 van die Vasstelling vir die Lekkergoednywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. R. 234 van 19 Februarie 1965.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 236.] [19 Februarie 1965.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

LEKKERGOEDNYWERHEID, SEKERE GEBIEDE.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby kragtens subartikel (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 Lekkergoednywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. R. 234 van 19 Februarie 1965, oor die algemeen nie vir die werknemers wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, minder gunstig as die desbetreffende bepalings van genoemde Wet is nie.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 235.] [19 February 1965.
WAR MEASURES, ACT, 1940.

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

SWEET MANUFACTURING INDUSTRY, CERTAIN
AREAS.

I, ALFRED ERNEST TROLLIP, Minister of Labour, acting 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 Determination for the Sweet Manufacturing Industry, Certain Areas, published under Government Notice No. R. 234 of the 19th February, 1965.

A. E. TROLLIP,
Minister of Labour.

No. R. 236.] [19 February 1965.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

SWEET MANUFACTURING INDUSTRY, CERTAIN
AREAS.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby 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 Sweet Manufacturing Industry, Certain Areas, published under Government Notice No. R. 234 of the 19th February, 1965, 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.

A. E. TROLLIP,
Minister of Labour.

INHOUD.

No.	Departement van Arbeid. GOEWERMENSKENNISGEWINGS.	BLADSY
R. 234.	Loonvasstelling No. 258: Lekkergoednywerheid, Sekere Gebiede	1
R. 235.	Wet op Oorlogsmaatreëls, 1940: Lekkergoednywerheid, Sekere Gebiede	20
R. 236.	Wet op Fabriek, Masjinerie en Bouwerk, 1941: Lekkergoednywerheid, Sekere Gebiede	20

CONTENTS.

No.	Department of Labour. GOVERNMENT NOTICES.	PAGE
R. 234.	Wage Determination No. 258: Sweet Manufacturing Industry, Certain Areas	1
R. 235.	War Measures Act, 1940: Sweet Manufacturing Industry, Certain Areas	20
R. 236.	Factories, Machinery and Building Work Act, 1941: Sweet Manufacturing Industry, Certain Areas	20

Koop Nasionale Spaarsertifikate

Buy National Savings Certificates

NYWERAARS, SAKEMANNE EN EKONOME!

Benodig u 'n omvangryke en geredelik beskikbare bron van statistiese inligting vir die Republiek van Suid-Afrika vir die afgelope 18 jaar?

Koop 'n eksemplaar van die Buro vir Statistiek se nuwe Publikasie:

„STATISTIESE JAARBOEK 1964”

Hierdie publikasie bevat meer as 600 bladsye van statistiese tabelle en 31 vol-bladsy grafieke.

Die volgende onderwerpe word gedek:—

Bevolking
Volkstrek
Lewenstatistieke
Gesondheid
Onderwys
Bestaansbeveiliging
Geregtelike Statistieke
Arbeid

Pryse
Landbou
Visserye
Mynwese
Nywerheid
Binnelandse Handel
Buitelandse Handel
Vervoer

Kommunikasie
Openbare Finansies
Geld- en Bankwese en
Algemene Finansies
Volksrekeninge
Bruto Kapitaalsvorming
Betalingsbalans
Buitelandse Lasten en Bates

Eksemplare van die
STAATSDRUKKER, PRETORIA OF KAAPSTAD verkrygbaar.

Prys R3.30. Oorsee R4.15 Posvry.

INDUSTRIALISTS, BUSINESSMEN AND ECONOMISTS!

Do you require a comprehensive readily available source of statistical information for the Republic of South Africa over the past 18 years?

Buy a copy of the Bureau of Statistics' new Publication:

“STATISTICAL YEAR BOOK 1964”

This publication contains more than 600 pages of statistical tables and 31 full-page charts.

The following subjects are covered:—

Population
Migration
Vital Statistics
Health
Education
Social Security
Judicial Statistics
Labour

Prices
Agriculture
Fisheries
Mining
Industry
Internal Trade
Foreign Trade
Transport

Communication
Public Finance
Statistics of Large Towns
Currency, Banking and
General Finance
National Accounts
Balance of Payments
Foreign Liabilities and Assets

Copies obtainable from the
GOVERNMENT PRINTER, PRETORIA OR CAPE TOWN.

Price R3.30. Overseas R4.15 Post Free.

DIT BETAAL U OM TE SPAAR!

SPAAR

- ★ VIR U FAMILIE SE TOEKOMS!
- ★ VIR U EIE HUIS!
- ★ VIR U AFTREDE!
- ★ VIR ALLE GEVALLE VAN NOOD!

POSSPAARBANK

Die Posspaarbank verdien $2\frac{1}{2}\%$ rente op die maandelikse balans, waarvan tot R100 per jaar van die rente van *Inkomstebelasting Vrygestel* is.

Die eerste belegging hoef nie meer as 10c te wees nie. So 'n rekening is baie handig in tye van nood of wanneer met vakansie, omdat stortings en terugvorderings by enige Poskantoor in die Republiek gedoen kan word.

Nie meer as R4,000 mag gedurende 'n boekjaar deur een persoon ingelê word nie.

IT PAYS YOU WELL TO SAVE!

SAVE

- ★ FOR YOUR FAMILY'S FUTURE!
- ★ FOR YOUR OWN HOME!
- ★ FOR YOUR RETIREMENT!
- ★ FOR ALL EMERGENCIES!

POST OFFICE SAVINGS BANK

The Post Office Savings Bank earns $2\frac{1}{2}\%$ interest on the monthly balance, of which interest up to R100 per annum is *Free of Income Tax*.

The first deposit need to be no more than 10c. Such an account is very handy in times of emergency or when on holiday, as deposits or withdrawals can be made at any Post Office in the Republic.

Not more than R4,000 may be deposited by one person during a financial year.

MAANDBULLETIN VAN STATISTIEK

Uitgereik deur die Buro vir Statistiek, Pretoria

Behels 'n omvattende dekking van lopende statistiese inligting oor 'n groot verskeidenheid van ekonomiese en maatskaplike onderwerpe. Elke uitgawe bevat meer as 100 statistiese tabelle asook statistiese bylaes

Prys Republiek van Suid-Afrika 60c per eksemplaar (R6.00 per jaar)
Buiteland - - - - - 75c per eksemplaar (R7.50 per jaar)

VERKRYGBAAR VAN DIE STAATSDRUKKER, PRETORIA EN KAAPSTAD

MONTHLY BULLETIN OF STATISTICS

Issued by the Bureau of Statistics, Pretoria

Contains a comprehensive coverage of current statistical information on a great variety of economic and social subjects. Each issue contains more than 100 statistical tables as well as statistical annexures

Price Republic of South Africa - - 60c per copy (R6.00 per year)
Overseas - - - - - 75c per copy (R7.50 per year)

OBTAINABLE FROM THE GOVERNMENT PRINTER, PRETORIA AND CAPE TOWN

Koop Nasionale Spaarsertifikate

Buy National Savings Certificates

Maak gebruik van die ...

Posspaarbank!

Die veiligheid van u geld word deur die Staat gewaarborg en u is verseker van streng geheimhouding en ongeëwenaarde diens in verband met inlaes en opvragings

Die rente op inlaes in gewone rekenings is $2\frac{1}{2}\%$ per jaar

Op bedrae wat in Spaarbanksertifikate belê word, is die rente 4% per jaar

R20,000 kan in Spaarbanksertifikate belê word

OPEN VANDAG 'N REKENING!

Use the ...

Post Office Savings Bank

which provides
state security; strict secrecy and unrivalled
facilities for deposits and withdrawals

Deposits in ordinary accounts earn interest at $2\frac{1}{2}\%$ per annum

Amounts invested in Savings Bank Certificates earn 4% per annum

R20,000 may be invested in Savings Bank Certificates

OPEN AN ACCOUNT TODAY!