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GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1420.] [17 September 1965.]

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 266.—METAALHOUER-
EN AANVERWANTE PRODUKTENYWERHEID,
SEKERE GEBIEDE.

In opdrag van die Adjunk-minister van Arbeid word hierby ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat hy, handelende namens en kragtens die bevoegdheid verleen aan die Minister van Arbeid, by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van die Metaalhouer- en Aanverwante Produktenywerheid gemaak het en die 11de dag van Oktober 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, uitgesonderd bestuurders, in die Metaalhouer- en Aanverwante Produktenywerheid in die volgende gebied:—

Kaapprovinsie.—Die landdrosdistrikte Bellville, die Kaap, Paarl, Port Elizabeth, Simonstad en Wynberg en die munisipale gebied van Oos-Londen.

Natal.—Die landdrosdistrikte Durban, Inanda en Pinetown en die dorpsraadgebied van Bergville.

Transvaal.—Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Randfontein, Roodepoort, Springs, Vanderbijlpark en Vereeniging, en op die werkgewers van sodanige werknemers.

2. WOORDOMSKRYWING.

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

- (i) "aanverwante produkte" gewone of gelitografeerde—
 - (a) houters, uitgesonderd dié wat in die woordomskrywing van "metaalhouer" omskryf is en van plaatmetaal vervaardig is;
 - (b) deksels, doppe of ander tipes toemaakmiddels wat van plaatmetaal vervaardig is vir die toemaak of verseëling van houters, afgesien daarvan of sodanige deksels, doppe of ander tipes toemaakmiddels vir gebruik in verband met houters wat van plaatmetaal vervaardig is, bedoel is of nie;
 - (c) kelnerskinkborde, speelgoed, handsproeiers vir huis- of huishoudelike gebruik, of ander artikels vervaardig van tinplaat wat nie swaarder as draad met 'n standaardmaat van 27 is nie; (i)

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1420.] [17 September 1965.]

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 266. — METAL
CONTAINERS AND ALLIED PRODUCTS
INDUSTRY, CERTAIN AREAS.

By direction of the Deputy-Minister of Labour, it is hereby notified in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that he, acting on behalf of and under the powers vested in the Minister of Labour, by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto in respect of the Metal Containers and Allied Products Industry and has fixed the 11th day of October, 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, other than managers, in the Metal Containers and Allied Products Industry in the following areas:—

Cape Province.—The Magisterial Districts of Bellville, the Cape, Paarl, Port Elizabeth, Simonstown and Wynberg and the Municipal Area of East London.

Natal.—The Magisterial Districts of Durban, Inanda and Pinetown and the Town Board Area of Bergville.

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

and to the employers of such employees.

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—

- (i) "allied products" means plain or lithographed—
 - (a) containers, other than those described in the definition of "metal container", manufactured from sheet-metal;
 - (b) lids, caps or other types of closures, manufactured from sheetmetal for closing or sealing of containers whether or not such lids, caps or other types of closures are for use in connection with containers manufactured from sheetmetal;
 - (c) waiters' trays, toys, hand sprayers for household or domestic use, or other articles, manufactured from tinplate, not heavier than 27 standard wire gauge; (i)

- (ii) "ambagsman" 'n werknemer wat werk verrig wat gewoonlik deur 'n geskoolde ambagsman gedoen word, en by die toepassing van hierdie woordskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is of geag word aldus aangewys te wees of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge artikel twee (7) of artikel sewe (3) van gemelde Wet; (ii)
- (iii) "assistent-voorman" 'n werknemer wat, onder die algemene toesig van 'n voorman, enigeen van die pligte van 'n voorman verrig en wat gedurende laasgenoemde se afwesigheid in sy plek kan optree oor 'n tydperk van hoogstens dertig werkdag op 'n keer, maar hoogstens negentig werkdag altesaam in 'n jaar; (iii)
- (iv) "assistent-steller" 'n werknemer wat, onder toesig van 'n voorman, assistent-voorman of 'n steller enigeen van die pligte van 'n steller verrig; (iv)
- (v) "bandleier" 'n werknemer wat spesifiek by 'n monteer- of produksieband of -bande aangestel is om enige graad I-, graad II- of graad III-werknemers by sodanige band of bande af te los, en wat daarvoor verantwoordelik is dat hulle hul werk doeltreffend verrig; (xxxiv)
- (vi) "bediener van 'n mobiele hystoestel" 'n werknemer wat 'n mobiele kragaangedrewe hystoestel bedien wat gebruik word om goedere te laai, af te laai, te verskuif of op te stapel; (xxxviii)
- (vii) "bediener van 'n mobiele hystoestel, gekwalifiseer," 'n bediener van 'n mobiele hystoestel met minstens ses maande ondervinding; (xxxix)
- (viii) "bediener van 'n mobiele hystoestel, ongekwalifiseer," 'n bediener van 'n mobiele hystoestel met minder as ses maande ondervinding; (xl)
- (ix) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Metaalhouers- of Aanverwante Produktenywerheid werksaam is; (xviii)
- (x) "bestuurder" 'n werknemer wat deur sy werkgewer belas is met die algemene—
(a) toesig oor,
(b) verantwoordelikheid vir, en
(c) reëling van
die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werksaam is; (xxxv)
- (xi) "chauffeur" 'n werknemer, uitgesonderd 'n handelsreisiger, se hulp, wat 'n motorvoertuig bestuur wat bedoel is om passasiers te vervoer, wat vir die vervoer van sy werkgewer of van personeel, klante of besoekers gebruik word en wat vir die vervoer van dokumente of pakkette gebruik kan word; (vii)
- (xii) "dag" met betrekking tot 'n werknemer wat nagskof werk, 'n tydperk van vier-en-twintig uur bereken vanaf die tyd waarop sodanige werknemer begin werk; (xiv)
- (xiii) "diensbestuurder" 'n werknemer wat, benewens sy gewone pligte en buite die ure verbonde aan sodanige pligte, wagte of onderhoudspersoneel of ander werknemers wat oortyd of nagskof moet werk of gewerk het, per motorvoertuig na en van 'n bedryfsinrigting vervoer; (xvii)
- (xiv) "fabrieksklerk" 'n werknemer (uitgesonderd 'n graad I-werknemer) wat onder die toesig van 'n voorman of 'n gekwalifiseerde manlike klerk een of meer van die volgende werksaamhede verrig:—
(1) Bestellings volgens fakture of bestelvorms byeenbring;
(2) nagaan of aanteken;
(3) lotkaarte, werkkaarte, produksiekaarte of ander fabrieksdokumente met die hand oorskryf;
(4) name of getalle op tyd- of loonkaarte skryf;
(5) fakture, vragbriewe, afleveringsbriewe, rekvisities of tyd- of loonkaarte in numeriese of alfabetiese volgorde liasseer, hou of sorteer;
(6) uit Bantoetale tolk of daaruit vertaal;
(7) passe, sertifikate of diens- of tydkaarte uitreik;
(8) onderdele gereedskap of ingenieursvoorrade of uitrusting teen 'n rekvisisie uitreik, of gereedskap of sodanige voorrade of uitrusting ontvang en rekvisities wat gehou is, terugbesorg;
(9) monsterstrookies uitmaak;
(10) meet;
(11) die indiensneming, ontslag of bedanking van werknemers registreer;
(12) produksiesyfers inlyf;
(13) kaartjies stempel of uitskryf;
(14) besonderhede van die inhoud of die onderskeidingsnommers van kartonne, houers of pakkette opskryf of aanteken;
(15) voorraadkaarte bywerk;
(16) vragbriewe of afleveringsbriewe of verpakkingsstrookies uitskryf; (xx)
- (ii) "artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act; (ii)
- (iii) "assistant foreman" means an employee who, under the general supervision of a foreman, performs any of the duties of a foreman and who may act for him during his absence for any period up to thirty work days at a time but not exceeding ninety work days in the aggregate in any year; (iii)
- (iv) "assistant setter-up" means an employee who, under the supervision of a foreman, assistant foreman or a setter-up, is engaged in any of the duties of a setter-up; (iv)
- (v) "boiler attendant" means an employee who, under general supervision, is responsible for maintaining the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler; (iv)
- (vi) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (xl)
- (vii) "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; (xi)
- (viii) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, storeman, despatch clerk and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work; (xxxii)
- (ix) "clerk, female, qualified," means a female clerk who has had not less than four years' experience; (xxxv)
- (x) "clerk, female, unqualified," means a female clerk who has had less than four years' experience; (xxxvi)
- (xi) "clerk, male, qualified," means a male clerk who has had not less than five years' experience; (xxxiii)
- (xii) "clerk, male, unqualified" means a male clerk who has had less than five years' experience; (xxxiv)
- (xiii) "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; (xxxvii)
- (xiv) "day", in relation to an employee engaged on night shift work, means a period of twenty-four hours reckoned from the time such an employee commences work; (xii)
- (xv) "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; (lvii)
- (xvi) "driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (xlv)
- (xvii) "duty driver" means an employee who, in addition to his ordinary duties and outside the hours of work connected with such duties, conveys watchmen or maintenance staff or other employees who are required to do or have done overtime or night shift work by motor vehicle to and from an establishment; (xiii)
- (xviii) "establishment" means any premises in or in connection with which one or more employees are employed in the Metal Containers and Allied Products Industry; (ix)
- (xix) "experience" means in relation to—
(a) a clerk, the total period or periods of employment which an employee has had as a clerk in any trade or in the service of the State;
(b) a factory clerk, mobile hoist operator or a traveller, the total period or periods of employment which an employee has had in any trade as a factory clerk, mobile hoist operator or traveller, respectively;
(c) a grade I employee, a grade II employee or a grade III employee, the total period or periods of employment which an employee has had as a grade I employee, a grade II employee or a grade III employee, respectively, in the Metal Containers and Allied Products Industry: Provided that any experience which a grade I employee has had as a grade II employee shall up to a maximum of six months be deemed to be experience as a grade I employee; (xlvii)

- (xv) "fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens twaalf maande ondervinding; (xxi)
- (xvi) "fabrieksklerk, ongekwalifiseer," 'n fabrieksklerk met minder as twaalf maande ondervinding; (xxii)
- (xvii) "faktotum" 'n werknemer wat minder belangrike herstel- of verstelwerk aan masjinerie of uitrusting verrig, uitgesonderd aan masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfs-inrigting gebruik word, en wat minder belangrike herstelwerk of vernuwings aan geboue mag doen of aanbring maar wat nie werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (xxxiii)
- (xviii) "graad-I werknemer," 'n werknemer wat een of meer van die volgende werksaamhede verrig, pligte nakom of in een of meer van die volgende hoedanighede in diens is:—
- (1) 'n Kwaliteitbeheerder behulpsaam wees deur presisie-instrumente te gebruik;
 - (2) 'n outomatiese masjien bedien;
 - (3) hittegrade van 'n bak- of droogoond kontroleer;
 - (4) indoop by 'n vertinningsproses;
 - (5) gerande ente ondersoek en ente van droogtoestelle afkomstig nasien of goedere wat geproduseer is, nagaan;
 - (6) 'n bedekkingsmasjien by die vervaardiging van houters deur uitpersing uit nie-ysterhoudende ru-metaalstukke voer;
 - (7) handsoldeerwerk;
 - (8) gasinstallasiebediener;
 - (9) met 'n patroon afmerk;
 - (10) meet, aanteken, syfers of gehalte nagaan of produksierekords byhou wat in verband met die produksie van 'n masjien deur 'n bediener of operateur van sodanige masjien gehou word;
 - (11) metaalspuitwerk;
 - (12) smeltpotbediener en staalknuppelgieter;
 - (13) kompressors, masjinerie of voertuie olie of smeer;
 - (14) 'n uitgloeioond bedien;
 - (15) enige halfoutomatiese masjien bedien;
 - (16) 'n guillotine bedien;
 - (17) heinings, buitegeboue, installasie of masjinerie verf;
 - (18) produksienasiener;
 - (19) deur middel van gietwerk rollers met gelatien hervlak;
 - (20) klinkwerk;
 - (21) 'n poetsstrommelmasjien bedien;
 - (22) spuitskilderwerk;
 - (23) punt-, boog-, stui-, naat-, of flitsswaiswerk, of handswaiswerk vir opvuldoeleindes;
 - (24) koperpunte vir soldeerapparaat fatsoeneer en -vyl;
 - (25) sand- of haelspuitwerk;
 - (26) houters of pakke sjabloner, uitgesonderd waar geen seleksie of oordeel daarby betrokke is nie;
 - (27) vir lekplekke toets; (xxiv)
- (xix) "graad I-werknemer, gekwalifiseer," 'n graad I-werknemer met minstens twaalf maande ondervinding; (xxv)
- (xx) "graad I-werknemer, ongekwalifiseer," 'n graad I-werknemer met minder as twaalf maande ondervinding; (xxvi)
- (xxi) "graad II-werknemer," 'n werknemer wat een of meer van die volgende werksaamhede verrig, pligte nakom of in een of meer van die volgende hoedanighede in diens is:—
- (1) 'n Ambagsman behulpsaam wees deur artikels of gereedskap vas te hou of op 'n ander manier met hom saam te werk, uitgesonderd deur gereedskap onafhanklik te gebruik;
 - (2) oorskiet- afvalmetaal met die hand in bale opmaak;
 - (3) kleedkamerbediende;
 - (4) briewe, boodskappe of goedere te voet of met 'n nie-kragaangedrewe voertuig buite 'n bedryfsinrigting afhaal, vervoer of aflewer (en pligte verrig wat daarmee saamgaan);
 - (5) handvatsels sny of maak;
 - (6) in soldeerbaddens indoop;
 - (7) spanlakwerk met 'n masjien verrig;
 - (8) rande aan deksels van kookmermtjies aanbring;
 - (9) draad in artikels inpas, uitgesonderd die werksaamheid vermeld in item (24) van die woordomskrywing van graad III-werknemer;
 - (10) kratte maak of heelmaak;
- (xx) "factory clerk" means an employee (other than a grade I employee) who, under the supervision of a foreman or a qualified male clerk, is engaged in any one or more of the following operations:—
- (1) Assembling orders according to invoices or order forms;
 - (2) checking or recording;
 - (3) copying batch cards, job cards, production cards or other factory documents by hand;
 - (4) entering names or numbers on time or wage cards;
 - (5) filing, keeping or sorting invoices, consignment or delivery notes, requisitions or time or wage cards in numerical or alphabetical order;
 - (6) interpreting or translating Bantu languages;
 - (7) issuing passes, certificates of service or time cards;
 - (8) issuing components, tools or engineering stock or equipment against requisition or receiving tools or such stock or equipment and returning requisitions held;
 - (9) making out sample slips;
 - (10) measuring;
 - (11) registering the engagement, discharge or resignation of employees;
 - (12) scheduling production figures;
 - (13) stamping or writing tickets;
 - (14) writing or recording particulars of the contents or the distinctive numbers of cartons, containers or packages;
 - (15) writing up stock cards;
 - (16) writing out consignment or delivery notes or packing slips; (xiv)
- (xxi) "factory clerk, qualified," means a factory clerk who has had not less than twelve months' experience; (xv)
- (xxii) "factory clerk, unqualified," means a factory clerk who has had less than twelve months' experience; (xvi)
- (xxiii) "foreman" means an employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (lviii)
- (xxiv) "grade I employee" means an employee who is engaged in any one or more of the following operations, duties or capacities:—
- (1) Assisting a quality controller by the use of precision instruments;
 - (2) attending an automatic machine;
 - (3) controlling baking or drying oven temperatures;
 - (4) dipping in tinning process;
 - (5) examining lined ends and ends from dryers or inspecting articles produced;
 - (6) feeding a coating machine in the manufacture of containers by extrusion from non-ferrous slugs;
 - (7) hand soldering;
 - (8) gas plant operator;
 - (9) marking out by template;
 - (10) measuring, recording, quantitative or qualitative checking or keeping production records by an attendant or operator of a machine in relation to the output of such machine;
 - (11) metal spraying;
 - (12) melting pot attendant and billet caster;
 - (13) oiling or greasing compressors, machinery or vehicles;
 - (14) operating an annealing oven;
 - (15) operating any semi-automatic machine;
 - (16) operating a guillotine;
 - (17) painting fences, outbuildings, plant or machinery;
 - (18) production checker;
 - (19) re-surfacing rollers with gelatine by casting;
 - (20) rivetting;
 - (21) operating a rumbling machine;
 - (22) spray painting;
 - (23) spot, arc, butt, seam or flash welding, or hand welding for the purpose of filling in;
 - (24) shaping and filing copper bits for solderers;
 - (25) sand or shot blasting;
 - (26) stencilling containers or packages, other than where no selection or discretion is involved;
 - (27) testing for leaks; (xviii)
- (xxv) "grade I employee, qualified," means a grade I employee who has had not less than twelve months' experience; (xix)

- (11) 'n kantoorafrol-, franker-, -adreseer-, of -fotostaat-masjien bedien;
- (12) 'n kragaangedrewe goederehysbak of -hystoestel, uitgesonderd 'n mobiele hystoestel of 'n kragkraan, bedien;
- (13) enige nie-kragaangedrewe masjien, uitgesonderd 'n guillotine, bedien;
- (14) goedere, uitgesonderd dié in item (24) van die woord-omskrywing "graad III-werknemer", vir versending verpak;
- (15) produkte met die hand verf;
- (16) met die hand pons of afwerk;
- (17) poetstrommelmasjienlaaier;
- (18) weeg om hoeveelheid te bepaal; (xxvii)
- (xxii) "graad II-werknemer, gekwalifiseer," 'n graad II-werknemer met minstens ses maande ondervinding; (xxviii)
- (xxiii) "graad II-werknemer, ongekwalifiseer," 'n graad II-werknemer, met minder as ses maande ondervinding; (xxix)
- (xxiv) "graad III-werknemer" 'n werknemer wat een of meer van die volgende werksaamhede of pligte verrig—
- (1) etikette met die hand aansit;
 - (2) seëlmengsels met die hand aansit;
 - (3) 'n guillotinebediener, faktotum, opsteller of spuit-skilder behulpsaam wees deur artikels of gereedskap vas te hou of op 'n ander manier met hom saam te werk, uitgesonderd deur gereedskap onafhanklik te gebruik, of die bediener van 'n nie-kragaangedrewe voumasjien behulpsaam wees om by voorbereiding vir naatwerk oor te vou deur die hefboom wat die krag verskaf af te druk of te trek;
 - (4) dra, optel, opstapel, laai of aflaai, uitgesonderd met 'n kragtoestel;
 - (5) persele, werknemereetlokaalgerei, meubels, masjinerie, gereedskap, houters of ander artikels of voertuie skoonmaak;
 - (6) lympotte skoonmaak of volmaak;
 - (7) briewe, boodskappe of goedere te voet of met 'n nie-kragaangedrewe voertuig binne 'n bedryfsinrigting afhaal, vervoer of aflewer;
 - (8) afval- of oorskietmetaal met die hand in stukke sny;
 - (9) 'n masjien voer of daarvan afhaal, uitgesonderd deur die bediener of opsigter van die masjien;
 - (10) skroefdroppe of ander afsluitmiddels opsit of vasdraai;
 - (11) metaalklemme of -ore met die hand afplat;
 - (12) aanwending van smeltmiddel ter voorbereiding van soldeerwerk, of reeds gesnyde korrel- of draad-soldeersel vir soldeerdoeleindes op onderdele plaas;
 - (13) tuinwerk;
 - (14) vuurmaak of vure aan die brand hou;
 - (15) tee of soortgelyke drank maak, of tee of soortgelyke drank aan werknemers of sy werkgewer bedien;
 - (16) kiste, pakke, bale of sakke oop- of toemaak;
 - (17) 'n nie-kragaangedrewe hystoestel bedien;
 - (18) blikkies op outomatiese soldeermasjiene plaas;
 - (19) onderdele ter voorbereiding vir masjienmontering in posisie plaas;
 - (20) kurkstukke, vulsels of wasters met die hand in of op toemaakmiddels plaas;
 - (21) 'n voertuig uitgesonderd deur middel van 'n kragtoestel, met die hand stoot of trek;
 - (22) artikels van dieselfde grootte en hoeveelheid in houters plaas wat spesiaal gemaak is om dit te bevat;
 - (23) artikels in dose, kratte of sakke plaas, maar nie vir versending nie;
 - (24) klaargemaakte draadhangsels met die hand in die ore van houters insteek;
 - (25) vullis, as of afval verwyder;
 - (26) rubberstempel- of reeksnommerwerk by herhaling doen waar geen oordeel nodig is nie;
 - (27) klaargemaakte karton- of veselborddose of soortgelyke houters met die hand inmeekaarsit;
 - (28) houters of pakke sjabloneer waar daar geen seleksie of oordeel by betrokke is nie;
 - (29) plate met die hand met was of olie bestryk voordat dit gestempel word;
 - (30) houters vir versending vasdraad, vasbind of vasmaak; (xxx)
- (xxv) "graad III-werknemer, gekwalifiseer," 'n graad III-werknemer met minstens drie maande ondervinding; (xxxi)
- (xxvi) "graad III-werknemer, ongekwalifiseer," 'n graad III-werknemer met minder as drie maande ondervinding; (xxxii)
- (xxvii) "halfoutomatiese masjien" 'n kragaangedrewe masjien waarby die bediener die onderdeel wat gemasjineer moet word in posisie plaas en krag deur middel van 'n drukknoppie of 'n handhefboom of voetpedaal aanwend; (xlv)

- (xxvi) "grade I employee, unqualified," means a grade I employee who has had less than twelve months' experience; (xx)
- (xxvii) "grade II employee" means an employee who is engaged in any one or more of the following operations, duties or capacities:—
- (1) Assisting an artisan by holding articles or tools or otherwise working with him other than by the independent use of tools;
 - (2) baling waste or scrap metal by hand;
 - (3) cloakroom attendant;
 - (4) collecting, conveying or delivering letters, messages or goods (and performing duties incidental thereto) on foot or by means of a non-power-driven vehicle outside an establishment;
 - (5) cutting or making handles;
 - (6) dipping in soldering baths;
 - (7) doping by machine;
 - (8) fitting rims to lids of billycans;
 - (9) fitting wires into articles, other than the operation referred to in item (24) of the definition of "grade III employee";
 - (10) making or repairing crates;
 - (11) operating an office duplicating, franking, addressograph or photostat machine;
 - (12) operating a power-driven goods lift or hoist, other than a mobile hoist or a power crane;
 - (13) operating any non-power-driven machine, other than a guillotine;
 - (14) packing goods for despatch, other than item (22) of the definition of "grade III employee";
 - (15) painting products by hand;
 - (16) punching or trimming by hand;
 - (17) weighing to determine quantity; (xxi)
- (xxviii) "grade II employee, qualified," means a grade II employee who has had not less than six months' experience; (xxii)
- (xxix) "grade II employee, unqualified," means a grade II employee who has had less than six months' experience; (xxiii)
- (xxx) "grade III employee" means an employee, who is engaged in any one or more of the following operations or duties:—
- (1) Applying labels by hand;
 - (2) applying sealing compounds by hand;
 - (3) assisting a guillotine operator, handyman, setter-up or a spray painter by holding articles or tools or otherwise working with him, other than by the independent use of tools, or assisting the operator of a non-power-driven folding machine in folding over preparatory to seaming, by pressing or pulling the lever which provides the power;
 - (4) carrying, lifting, stacking, loading or unloading, other than by power-driven device;
 - (5) cleaning premises or staff canteen utensils, furniture, machinery, tools, containers or other articles or vehicles;
 - (6) cleaning or replenishing glue pots;
 - (7) collecting, conveying or delivering letters, messages or goods on foot or by means of a non-power-driven vehicle within an establishment;
 - (8) cutting up scrap or waste metal by hand;
 - (9) feeding or taking-off from a machine, other than by the operator or attendant of the machine;
 - (10) fitting on or tightening screw caps or other closures;
 - (11) flattening metal clips or lugs by hand;
 - (12) fluxing preparatory to soldering or placing pre-cut pellets or wire solder on components for soldering purposes;
 - (13) gardening work;
 - (14) making or maintaining fires;
 - (15) making tea or similar beverages or serving tea or similar beverages to employees or his employer;
 - (16) opening or closing boxes, packages, bales or bags;
 - (17) operating a non-power-driven hoist;
 - (18) placing cans on automatic soldering machines;
 - (19) placing components preparatory to machine assembly;

(xxviii) "handelsreisiger" 'n werknemer wat as reisende verteenwoordiger van 'n bedryfsinrigting en namens daardie inrigting by persone bestellings vra, werf of solisiteer vir die verkoop of lewering van goedere aan hulle; (liii)

(xxix) "handelsreisiger, gekwalifiseer," 'n handelsreisiger met minstens vier jaar ondervinding; (liv)

(xxx) "handelsreisiger, ongekwalifiseer," 'n handelsreisiger met minder as vier jaar ondervinding; (lv)

(xxxi) "handelsreisiger se assistent" 'n werknemer wat 'n handelsreisigers vergesel en behulpsaam is by die inpak, uitpak of uitstalling van sy monsters en wat die motorvoertuig wat die handelsreisiger by die uitvoering van sy pligte gebruik, mag bestuur; (lvi)

(xxxii) "klerk" 'n werknemer wat skryf-, tik- of liasseerwerk of enige ander vorm van klerklike werk verrig, en omvat dit ook 'n kassier, pakhuisman, versendingsklerk en telefonis, maar nie ook enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, ongeag die feit dat klerklike werk deel van sodanige werknemer se pligte mag uitmaak; (viii)

(xxxiii) "klerk, man, gekwalifiseer" 'n manlike klerk met minstens vyf jaar ondervinding; (xi)

(xxxiv) "klerk, man, ongekwalifiseer," 'n manlike klerk met minder as vyf jaar ondervinding; (xii)

(xxxv) "klerk, vrou, gekwalifiseer" 'n vroulike klerk met minstens vier jaar ondervinding; (ix)

(xxxvi) "klerk, vrou, ongekwalifiseer," 'n vroulike klerk met minder as vier jaar ondervinding; (x)

(xxxvii) "kommissiewerk" enige stelsel waarvolgens 'n handelsreisiger se besoldiging gebaseer word op die waarde van, of die getal bestellings wat hy by sy werkgever ingedien het en wat deur sy werkgever aanvaar is; (xiii)

(xxxviii) "korttyd" 'n tydelike vermindering van die getal gewone werkure as gevolg van bedryfslapte of 'n tekort aan grondstowwe of aan 'n algemene onklaarraking van installasie of masjinerie wat deur 'n ongeluk of ander onvoorsiene noodgeval veroorsaak word; (xlix)

(xxxix) "loon" die bedrag geld wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure in klousule 5 voorgeskryf, maar omvat dit nie in die geval van 'n diensbestuurder 'n bedrag wat ten opsigte van sy werk as sodanig verskuldig is nie: Met dien verstande—

(i) dat as 'n werkgever gereeld 'n werknemer ten opsigte van sodanige werkure 'n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dié sodanige hoër bedrag beteken;

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

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

(xli) "metaalhouer" 'n gewone of gelitografeerde artikel wat ontwerp is vir die verpakking, vir vervoer of verkoop van produkte, en wat deur middel van 'n deksel of dop of enige ander toemaakmiddel toegemaak kan word, en wat van plaatmetaal of deur middel van uitpersing van nie-ysterhoudende ru-metaal vervaardig is; (xxxvi)

(xlii) "metaalhouer- en aanverwante produktenywerheid" die nywerheid waarin werkgevers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat geregistreer is of aan registrasie onderworpe is ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, met die doel om metaalhouers en aanverwante produkte of albei deur middel van massaproduktiemasjienprosesse te vervaardig, en omvat dit ook alle werksaamhede wat met eenige van voornoemde bedrywighede in verband staan of daaruit voortspruit, maar nie ook die vervaardiging van reiskoffers of ander houters wat ontwerp is om persoonlike eiendom te hou nie; (xxxvii)

(xliii) "motorvoertuig" enige kragaangedrewe voertuig wat gebruik word om ander goedere as handelsreisigers-monsters te vervoer, en omvat dit 'n voorhaker en trekker maar nie 'n mobiele hystoestel nie; (xli)

(xliv) "motorvoertuigbestuurder" 'n werknemer wat 'n motorvoertuig betuur, en by die toepassing van hierdie woordomskrywing omvat die uitdrukking "n motorvoertuig bestuur" ook alle tydperke wat daar bestuur word en alle tyd wat die bestuurder aan werk in verband met die voertuig of die vraag bestee en alle tydperke wat hy verplig is om op sy pos gereed te bly om te bestuur; (xvi)

(20) placing corks, wads or washers into or on closures by hand;

(21) pushing or pulling a vehicle, other than by power-driven device;

(22) putting articles of uniform size and number into containers specially made to contain them;

(23) putting articles into cases, crates or bags, other than for despatch;

(24) putting ready-made wire handles into the lugs of containers by hand;

(25) removing refuse, ash or scrap;

(26) repetitive rubber stamping or serial numbering, where no discretion is involved;

(27) setting-up by hand ready-made cardboard or fibre board boxes or similar containers;

(28) stencilling containers or packages, where no selection or discretion is involved;

(29) waxing or oiling sheets by hand preparatory to stamping;

(30) wiring, tying or fastening containers for despatch; (xxiv)

(xxxi) "grade III employee, qualified," means a grade III employee who has had not less than three months' experience; (xxv)

(xxxii) "grade III employee, unqualified," means a grade III employee who has had less than three months' experience; (xxvi)

(xxxiii) "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment used directly in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan; (xvii)

(xxxiv) "line leader" means an employee specifically appointed to an assembly or production line or lines to relieve any grade I employees, grade II employees or grade III employees on such line or lines and who is responsible for the efficient performance by them of their duties; (v)

(xxxv) "manager" means an employee who is charged by his employer with the overall—

- (a) supervision over,
- (b) responsibility for, and
- (c) direction of,

the activities of an establishment and the employees engaged therein; (x)

(xxxvi) "metal container" means a plain or lithographed article designed for the packing for transport or sale of products and capable of being closed by means of a lid or cap or any other type of closure, and manufactured from sheet-metal or by extrusion from non-ferrous slugs; (xli)

(xxxvii) "Metal Containers and Allied Products Industry" means the industry in which employers and employees are associated in establishments which are registered or liable for registration in terms of the Factories, Machinery and Building Work Act, 1941, for the purpose of manufacturing by means of mass production machine processes either metal containers or allied products or both and includes all operations incidental to or consequent on any of the aforementioned activities but does not include the manufacturing of travelling trunks or other containers designed to hold personal effects; (xlii)

(xxxviii) "mobile hoist operator" means an employee engaged in operating a mobile power-driven hoist, used in the loading, unloading, moving or stacking of goods; (vi)

(xxxix) "mobile hoist operator, qualified," means a mobile hoist operator who has had not less than six months' experience; (vii)

(xl) "mobile hoist operator, unqualified," means a mobile hoist operator who has had less than six months' experience; (viii)

(xli) "motor vehicle" means any power-driven vehicle used for conveying goods, other than traveller's samples, and includes a mechanical horse and a tractor but does not include a mobile hoist; (xliii)

(xlii) "night shift" means any period of work the major portion of which falls between the hours of 6 o'clock p.m. and 6 o'clock a.m.; (xlv)

- (xlv) "nagskof" die werktidperk waarvan die grootste gedeelte tussen die ure 6 nm. en 6 vm. val; (xlii)
- (xlvi) "onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos dit aangedeken is op 'n lisensie of sertifikaat wat ten opsigte van dié motorvoertuig of sleepwa uitgereik is deur enige 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 driewiel motorfiets, bromponie of bromfiets of fiets wat met 'n hulpenjin toegerus is, die onbelaste gewig geag word hoogstens 1,000 lb. te wees; (lvii)
- (xlvii) "ondervinding" met betrekking tot—
- (a) 'n klerk, die totale tydperk of tydperke wat 'n werknemer as klerk in enige bedryf of in diens van die Staat werksaam was;
 - (b) 'n fabrieksklerk, bediener van 'n mobiele hystoestel of 'n handelsreisiger, die totale tydperk of tydperke wat 'n werknemer in enige bedryf onderskeidelik as 'n fabrieksklerk, bediener van 'n mobiele hystoestel of handelsreisiger werksaam was;
 - (c) 'n graad I-werknemer, 'n graad II-werknemer of 'n graad III-werknemer, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n graad I-werknemer, 'n graad II-werknemer of 'n graad III-werknemer in die Metaalhouer- en Aanverwante Produktenywerheid werksaam was: Met dien verstande dat ondervinding wat 'n graad I-werknemer as 'n graad II-werknemer gehad het, tot 'n maksimum van ses maande geag moet word ondervinding as 'n graad I-werknemer te wees; (xix)
- (xlviii) "opsigter" 'n werknemer wat beheer het oor 'n groep graad I-werknemers, graad II-werknemers of albei, en wat ook oor graad III-werknemers beheer kan hê; (li)
- (xlix) "pakhuisman" 'n werknemer in algemene beheer van voorrade of afgewerkte of gedeeltelik afgewerkte produkte en wat verantwoordelik is vir die ontvang, opberging, verpakking of uitpak van goedere in 'n skuur of pakhuis of die lewering van goedere uit 'n skuur of pakhuis aan die verbruiksafdelings in 'n bedryfsinrigting, of vir versending; (l)
- (i) "plaatmetaal" plaatmetaal met 'n maat wat nie swaarder as 14-Birminghamdraadmaat is nie; (xlviii)
 - (ii) "produksienasiener" 'n werknemer wat verantwoordelik is vir die ondersoek van produkte vir defekte en wat produkte kan tel en die resultate van sy ondersoek of telling kan aanteken; (xlv)
 - (iii) "senior bestuurs-, professionele of administratiewe werknemer" 'n werknemer wat deur die werkgewer belas is met die verrigting van werk wat die verantwoordelikheid meebring om besluite van 'n professionele, tegniese of administratiewe aard te neem by die uitvoering van die werksaamhede van 'n bedryfsinrigting; (xlv)
 - (iv) "sleepwa" enige vervoermiddel wat deur 'n motorvoertuig getrek word; (lii)
 - (v) "steller" 'n werknemer wat onder die algemene toesig van 'n voorman, assistent-voorman of 'n ambagsman, masjiene verstel of stel of onderdele van 'n masjien insit of vervang; maar sodanige verstelwerk omvat nie die periodieke verstelling van enige masjien terwyl dit loop en wat op daardie tydperk gebruik word om 'n bepaalde taak te verrig en wat so gebou is dat dit sodanige periodieke verstellings vir sy eie doeltreffende werking noodsaak nie; (xlvii)
 - (vi) "stoomketelbediener" 'n werknemer wat, onder algemene toesig, verantwoordelik is vir die instandhouding van die waterstand en stoomdruk in 'n stoomketel en wat die vuur in sodanige stoomketel mag maak, in stand hou of uitkrap; (v)
 - (vii) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging op die hoeveelheid gedane werk gebaseer word; (xliii)
 - (viii) "versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, weeg, verpakking, merk, adresseer of versending van sodanige goedere of pakkette; (xv)
 - (ix) "voorman" 'n werknemer wat oor die werknemers in 'n bedryfsinrigting toesig hou en beheer uitoefen en wat daarvoor verantwoordelik is dat hulle hul werk doeltreffend verrig; (xxiii)
 - (x) "wag" 'n werknemer wat persele of ander eiendom bewaak; (lix)
- (xliii) "piece work" means any system under which an employee's remuneration is based on the quantity of work done; (lvi)
- (xliv) "production checker" means an employee who is responsible for examining products for defects and who may count products and record the results of his examination or counting; (li)
- (xlv) "semi-automatic machine" means a power-driven machine in the operation of which the operator places into position the part to be machined and applies power by push button or operating a hand lever or foot pedal; (xxvii)
- (xlvi) "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 technical or administrative character in the conduct of the activities of an establishment; (lii)
- (xlvii) "setter-up" means an employee who, under the general supervision of a foreman, assistant-foreman, or an artisan, is engaged in adjusting or setting machines or fitting or changing parts of machines; but such adjusting does not include the periodical adjustment while it is functioning of any machine then used to perform a specific task and so constructed as to render such periodical adjustments essential to its efficient operation nor adjustment to can line runways or conveyors; (liv)
- (xlviii) "sheetmetal" means sheetmetal of a gauge not heavier than 14 Birmingham wire gauge; (l)
- (xlix) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade or a shortage of raw materials or a general breakdown of plant or machinery caused by accident or other unforeseen emergency; (xxviii)
- (i) "storeman" means an employee who is in general charge of stores 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; (xlix)
 - (ii) "supervisor" means an employee who is in charge of a group of grade I employees or grade II employees or both, and who may also be in charge of grade III employees; (xlviii)
 - (iii) "trailer" means any conveyance drawn by a motor vehicle; (liii)
 - (iiii) "traveller" means an employee who, as a travelling representative of an establishment and on behalf of such establishment, invites, canvasses or solicits orders from persons for the sale or supply to them of goods; (xxviii)
 - (v) "traveller, qualified," means a traveller who has had not less than four years' experience; (xxix)
 - (vi) "traveller, unqualified," means a traveller who has had less than four years' experience; (xxx)
 - (vii) "traveller's assistant" means an employee who accompanies a traveller 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; (xxxi)
 - (viii) "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 or auto-cycle or cycle fitted with an auxiliary engine the unladen weight shall be deemed not to exceed 1,000 lb.; (xlv)
 - (ix) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work prescribed in clause 5 (but it does not include in the case of a duty driver any amount due in respect of his work as such): Provided—
- (i) that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;
 - (ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee, who is employed on any basis provided for in clause 9, receives over and above the amount which he would have received if he had not been employed on such a basis; (xxxix)
- (lix) "watchman" means an employee who is engaged in guarding premises or property; (lix)

(lx) "weekloon" ten opsigte van 'n werknemer vir wie 'n uurloon in klousule 3 (1) voorgeskryf is, sy uurloon vermenigvuldig met—

- (a) vyf-en-veertig in die geval van enige sodanige werknemer wat gereeld vyf-en-veertig gewone werkure of minder in 'n week werk;
(b) ses-en-veertig in die geval van enige ander sodanige werknemer; (lx)

(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 werkgever aan elkeen van ondergenoemde klasse van sy werknemers moet betaal, is dié wat hieronder vermeld word:—

(a) *Werknemers, uitgesonderd diensbestuurders en los werknemers.*

(i)	In alle gebiede. (Per week.)
	R
Assistent-voorman.....	36.00
Chauffeur.....	9.50
Klerk, vrou, gekwalifiseer.....	15.69
Klerk, vrou, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding.....	8.54
Gedurende die tweede jaar ondervinding.....	10.32
Gedurende die derde jaar ondervinding.....	12.12
Gedurende die vierde jaar ondervinding.....	13.90
Klerk, man, gekwalifiseer.....	23.07
Klerk, man, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding.....	10.15
Gedurende die tweede jaar ondervinding.....	12.00
Gedurende die derde jaar ondervinding.....	14.77
Gedurende die vierde jaar ondervinding.....	17.55
Gedurende die vyfde jaar ondervinding.....	20.31
Voorman.....	40.00
Faktotum.....	16.50
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

(lx) "weekly wage" means, in relation to an employee for whom a wage on an hourly basis is prescribed in clause 3 (1) his hourly wage multiplied by—

- (a) forty-five in the case of any such employee who regularly works forty-five ordinary hours of work or less in a week;
(b) forty-six in the case of any other such employee. (lx)

(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 duty drivers and casual employees.*

(i)	In all areas. (Per week.)
	R
Assistant foreman.....	36.00
Chauffeur.....	9.50
Clerk, female, qualified.....	15.69
Clerk, female, unqualified—	
During the first year of experience.....	8.54
During the second year of experience.....	10.32
During the third year of experience.....	12.12
During the fourth year of experience.....	13.90
Clerk, male, qualified.....	23.07
Clerk, male, unqualified—	
During the first year of experience.....	10.15
During the second year of experience.....	12.00
During the third year of experience.....	14.77
During the fourth year of experience.....	17.55
During the fifth year of experience.....	20.31
Foreman.....	40.00
Handyman.....	16.50
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

	In die landdrosdistrikte Bellville, die Kaap, Simonstad en Wynberg.	In die landdrosdistrik Paarl.	In die Dorpsraadgebied van Bergville.	In die munisipale gebied van Oos-Londen.	In alle ander gebiede.
(ii)	Per uur. Sent.	Per uur. Sent.	Per uur. Sent.	Per uur. Sent.	Per uur. Sent.
Ambagsman.....	75	75	75	75	75
Assistent-steller.....	30	30	30	30	30
Stoomketelbediener.....	20	19	13	16	19
Fabrieksklerk, gekwalifiseer.....	26	24	18	22	25
Fabrieksklerk, ongekwalifiseer—					
Gedurende die eerste ses maande ondervinding.....	22	20	14	18	21
Gedurende die tweede ses maande ondervinding.....	24	22	16	20	23
Gedurende die derde ses maande ondervinding.....	25	23	17	21	24
Graad I-werknemer, gekwalifiseer.....					
Graad I-werknemer, ongekwalifiseer—					
Gedurende die eerste drie maande ondervinding.....	19	18	12	15	18
Gedurende die tweede drie maande ondervinding.....	20	19	13	16	19
Gedurende die derde drie maande ondervinding.....	21	20	14	17	20
Gedurende die vierde drie maande ondervinding.....	23	21	15	19	22
Graad II-werknemer, gekwalifiseer.....	21	20	14	17	20
Graad II-werknemer, ongekwalifiseer—					
Gedurende die eerste drie maande ondervinding.....	19	18	12	15	18
Gedurende die tweede drie maande ondervinding.....	20	19	13	16	19
Graad III-werknemer, man, gekwalifiseer—					
18 jaar en ouer.....	18	17	11	14	17
Jonger as 18 jaar.....	14	13	9	11	13
Graad III-werknemer, man, ongekwalifiseer—					
18 jaar en ouer.....	17	16	10	13	16
Jonger as 18 jaar.....	13	12	8	10	12
Graad III-werknemer, vrou, gekwalifiseer.....	15	13	9	11	14
Graad III-werknemer, vrou, ongekwalifiseer.....	14	12	8	10	13
Bandleier.....	29	27	21	25	28
Bediener van 'n mobiele hystoestel, gekwalifiseer.....	25	24	18	22	25
Bediener van 'n mobiele hystoestel, ongekwalifiseer.....	23	22	16	20	23
Kragkraanbediener.....	25	24	18	22	25
Steller.....	40	40	40	40	40
Opsigter.....	29	27	21	25	28
Werknemer nie elders in hierdie subklousule uitdruklik genoem nie. ...	20	19	14	16	19
(iii)	Per week. R	Per week. R	Per week. R	Per week. R	Per week. R
Wag.....	11.50	10.58	7.82	9.66	11.04

	In the Magisterial Districts of Bellville, the Cape, Simonstown and Wynberg.	In the Magisterial District of Paarl.	In the Town Board Area of Bergville.	In the Municipal Area of East London.	In all other Areas.
(ii)	Per hour. Cents.	Per hour. Cents.	Per hour. Cents.	Per hour. Cents.	Per hour. Cents.
Artisans.....	75	75	75	75	75
Assistant setter-up.....	30	30	30	30	30
Boiler attendant.....	20	19	13	16	19
Factory clerk, qualified.....	26	24	18	22	25
Factory clerk, unqualified—					
During the first six months' experience.....	22	20	14	18	21
During the second six months' experience.....	24	22	16	20	23
Grade I employee, qualified.....	25	23	17	21	24
Grade I employee, unqualified—					
During the first three months' experience.....	19	18	12	15	18
During the second three months' experience.....	20	19	13	16	19
During the third three months' experience.....	21	20	14	17	20
During the fourth three months' experience.....	23	21	15	19	22
Grade II employee, qualified.....	21	20	14	17	20
Grade II employee, unqualified—					
During the first three months' experience.....	19	18	12	15	18
During the second three months' experience.....	20	19	13	16	19
Grade III employee, male, qualified—					
of the age of 18 years or over.....	18	17	11	14	17
Under the age of 18 years.....	14	13	9	11	13
Grade III employee, male, unqualified—					
Of the age of 18 years or over.....	17	16	10	13	16
Under the age of 18 years.....	13	12	8	10	12
Grade III employee, female, qualified.....	15	13	9	11	14
Grade III employee, female, unqualified.....	14	12	8	10	13
Line leader.....	29	27	21	25	28
Mobile hoist operator, qualified.....	25	24	18	22	25
Mobile hoist operator, unqualified.....	23	22	16	20	23
Power crane operator.....	25	24	18	22	25
Setter-up.....	40	40	40	40	40
Supervisor.....	29	27	21	25	28
Employee not elsewhere in this sub-clause specifically mentioned.....	20	19	14	16	19
(iii)	Per week. R	Per week. R	Per week. R	Per week. R	Per week. R
Watchman.....	11.50	10.58	7.82	9.66	11.04

(iv)	In die dorsraad- gebied van Bergville.	In die provisie Transvaal.	In alle ander- gebiede.
	Per week. R	Per week. R	Per week. R
Bestuurder van 'n motorvoer- tuig waarvan die onbelaste gewig saam met dié van 'n sleepwa of sleepwaens wat deur sodanige voertuig ge- trek word—			
(i) hoogstens 1,000 lb. is....	7.25	9.20	9.20
(ii) meer as 1,000 lb. maar hoogstens 6,000 lb. is....	10.50	14.80	13.30
(iii) meer as 6,000 lb. maar hoogstens 10,000 lb. is....	13.00	17.65	16.70
(iv) meer as 10,000 lb. is....	17.50	21.80	20.80

(b) *Diensbestuurder*.—Vir alle tyd wat hy as 'n diensbestuurder aan bestuurwerk bestee, minstens vyf-en-twintig sent vir elke uur of gedeelte van 'n uur, behoudens 'n minimum betaling van minstens vyftig sent op enige dag waarop sodanige diensbestuurwerk verrig word.

(c) *Los werknemer*.—'n Los werknemer moet vir elke dag of deel van 'n dag diens minstens een vyfde van die weekloon betaal word wat voorgeskryf is vir 'n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde klas werk verrig as wat van sodanige los werknemer vereis word; Met dien verstande dat waar die werkgewer van 'n los werknemer vereis om werk te verrig van 'n klas werknemer vir wie lone op 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" die weekloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf is, en voorts met dien verstande dat waar die werkgewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op 'n dag te werk, sy loon met hoogstens vyftig persent verminder mag word;

(2) *Kontrakbasis*.—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n diensbestuurder (as sodanig) of 'n los werknemer, op 'n weeklikse grondslag berus en behoudens die bepalings van klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal

(iv)	In the Town Board Area of Bergville.	In the Province of the Transvaal.	In all Other Areas.
	Per Week. R	Per Week. R	Per Week. R
Driver of a motor vehicle, the unladen weight of which to- gether with that of any trailer or trailers drawn by such vehicle—			
(i) does not exceed 1,000 lb..	7.25	9.20	9.20
(ii) exceeds 1,000 lb. but does not exceed 6,000 lb.....	10.50	14.80	13.30
(iii) exceeds 6,000 lb. but does not exceed 10,000 lb.....	13.00	17.65	16.70
(iv) exceeds 10,000 lb.....	17.50	21.80	20.80

(b) *Duty Driver*.—For all time spent in driving as a duty driver, not less than twenty-five cents for each hour or part of an hour subject to a minimum payment of not less than fifty cents on any day on which such duty driving is done.

(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 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 duty driver (as such) or 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

word wat voorgeskryf word in subklousule (1), gelees met die omskrywing van "weekloon" en met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, of hy in daardie week die maksimum getal gewone werkure wat hy gewoonlik werk (maar hoogstens die ses-en-veertig voorgeskryf ingevolge die bepalings van klousule 5) of minder gewerk het.

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

(a) 'n hoër loon as dié van sy eie klas; of

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

in subklousule (1) voorgeskryf word, moet aan sodanige werknemer ten opsigte van daardie dag die volgende betaal:—

(i) in die geval in paragraaf (a) genoem minstens die dagloon bereken teen die hoër tarief; en

(ii) in die geval in paragraaf (b) genoem, minstens die dagloon bereken op die kerf in die stygende skaal onmiddellik bo die loon wat die werknemer vir sy gewone werk ontvang het;

Met dien verstande—

(i) dat die bepalings van hierdie klousule nie van toepassing is nie waar die verskil tussen klasse ingevolge die bepalings van subklousule (1) op ouderdom, ondervinding of geslag gegrond is;

(ii) dat niks in hierdie Vasstelling so uitgelê moet word dat dit 'n werkgewer verhoed om van 'n werknemer te vereis om werk van 'n ander klas, waarvoor dieselfde of 'n laer loon voorgeskryf word as dié wat vir sodanige werknemer voorgeskryf is, te verrig nie, tensy daar uitdruklik anders in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer bepaal is.

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

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

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

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

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

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

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

(b) aan 'n handelsreisiger van wie daar vereis word dat hy self motorvervoer vir die uitvoering van sy pligte verskaf, moet sy werkgewer hom 'n vervoertoelae van minstens die volgende betaal vir elke myl wat hy in die uitvoering van sy pligte gereis het. In die geval van—

(i) 'n voertuig met 'n gewig van hoogstens 2,500 lb en met hoogstens vier silinders..... 6 sent;

(ii) 'n voertuig met 'n gewig van meer as 2,500 lb maar hoogstens 2,900 lb en met hoogstens vier silinders..... 7½ sent;

(iii) 'n voertuig met 'n gewig van hoogstens 2,900 lb en wat meer as vier silinders het.... 7½ sent;

(iv) 'n voertuig met 'n gewig van meer as 2,900 lb 10 sent;

en by die toepassing van hierdie subklousule beteken die uitdrukking "gewig" die gewig soos aangeleek op 'n lisensie of sertifikaat 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) *Verblyftoelae en -koste.*—Benewens die betaling van enige ander besoldiging verskuldig aan—

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

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

(ii) hom 'n verblyftoelae van minstens drie rand vir elke nag betaal, waar sodanige afwesigheid oor een of meer nagte strek;

in sub-clause (1), read with the definition of "weekly wage" and 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 which he ordinarily works (not being more than the forty-six prescribed 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 his employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

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

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

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

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

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

(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—

(i) a vehicle the weight of which does not exceed 2,500 lb. and which has not more than four cylinders..... 6 cents;

(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 cents;

(iii) a vehicle the weight of which does not exceed 2,900 lb. and which has more than four cylinders..... 7½ cents;

(iv) a vehicle the weight of which exceeds 2,900 lb. 10 cents;

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) pay him a subsistence allowance of not less than three rand for each night where such absence extends over one or more nights;

(b) 'n handelsreisiger se assistent wat, terwyl hy 'n handelsreisiger vergesel op 'n reis wat laasgenoemde in die uitvoering van sy pligte onderneem, 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 terugbetaal wat hy redelikerwys aangegaan het, vir maaltye en tee vir homself gedurende elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie;

(ii) hom 'n verblyftoelae van minstens tagtig sent betaal vir elke nag, waar sodanige afwesigheid oor een of meer nagte strek;

Met dien verstande dat die uitdrukking "nag" vir die toepassing van hierdie subklousule die tydperk tussen 11 nm. en 4 vm. beteken.

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

(b) 'n Werknemer kan van sy reisiger vereis om enige eis so op te stel dat dit die volgende aantoon:—

(i) ten opsigte van 'n eis kragtens subklousule (5) (a), die wyse van vervoer en die vervoerkoste aangegaan of die aard van enige ander koste ten opsigte waarvan terugbetaling geëis word;

(ii) ten opsigte van 'n eis kragtens subklousule (5) (b), die mylafstand wat elke dag afgelê is, die plekke wat besoek is, en uitgesonderd in munisipale gebiede, die roete wat gevolg is;

(iii) ten opsigte van 'n eis kragtens subklousule (6), die tye waarop elke tydperk van afwesigheid begin en geëindig het;

en om 'n handelsreisiger in staat te stel om sodanige vereiste na te kom, moet so 'n handelsreisiger geskikte aantekeninge byhou.

(8) *Nagskofbesoldiging.*—'n Werkgever moet sy werknemer, uitgesonderd 'n wag, wat 'n nagskof werk minstens sy dagloon plus agt persent vir elke sodanige skof betaal: Met dien verstande dat hierdie subklousule nie van toepassing is nie op nagskofwerk op 'n Sondag waarvoor 'n werknemer ingevolge klousule 8 (3) (a) betaal word.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalings van klousule 3 (7) en 6 (4), moet alle bedrae wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks in kontant, of op die skriftelike versoek van die werknemer, maandeliks in kontant of weekliks of maandeliks per tjek gedurende werkure, of binne vyftien minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer of by diensbeëindiging, as dit voor die gewone betaaldag plaasvind, betaal word en sodanige bedrag moet in 'n verseëelde kovert of houer wees waarop die volgende aangeteken is, of wat vergesel gaan van 'n staat met die volgende daarin vervat:—

(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 besoldiging vir werk op Sondag;

(f) die werknemer se loon;

(g) die besonderhede van alle ander besoldiging wat uit die werknemer se diens voortspuit;

(h) die besonderhede van alle bedrae afgetrek;

(i) die werklike bedrag wat aan die werknemer betaal word;

(j) die tydperk ten opsigte waarvan die besoldiging betaal word;

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

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

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

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

(5) *Etes en huisvesting.*—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie sy werknemer verplig om van hom of van 'n persoon of by 'n plek wat deur hom aangewys word, etes of huisvesting of etes en huisvesting aan te neem nie.

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

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

(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 the place of his 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 eighty cents 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 allowances 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, such traveller shall maintain suitable records.

(8) *Night Shift Remuneration.*—An employer shall pay his employee, other than a watchman, who is employed on night shift not less than his daily wage plus eight per cent for each such shift: Provided that this sub-clause shall not apply to night shift work on a Sunday for which work an employee is remunerated in terms of clause 8 (3) (a).

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, at the written request of the employee, in cash monthly or by cheque weekly or monthly during the hours of work, or within fifteen minutes of ceasing work, on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in a sealed 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 his 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 remuneration for work on Sunday;

(f) the employee's wage;

(g) the details of any other remuneration arising out of the employee's employment;

(h) the details of any deductions made;

(i) the actual amount paid to the employee; and

(j) 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) behoudens andersluidende bepalinge in hierdie Vaststelling, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd op las of op versoek van sy werkgever, 'n bedrag in verhouding tot die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tye daarvan ontvang het;
- (c) enige bedrag wat 'n werkgever regtens of op bevel van 'n bevoegde hof moet of mag aftrek;
- (d) wanneer 'n werknemer toestem of ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, verplig word om etes en huisvesting of etes of huisvesting van sy werkgever aan te neem, 'n bedrag gelyk aan hoogstens die bedrae hieronder gespesifiseer:—

	In die dorpsraad-gebied van Bergville.		In alle ander gebiede.	
	Per week.	Per maand.	Per week.	Per maand.
	R	R	R	R
(i) Etes.....	0.60	2.60	0.80	3.47
(ii) Huisvesting....	0.30	1.30	0.40	1.73
(iii) Etes en huisvesting.....	0.90	3.90	1.20	5.20

- (e) wanneer die gewone werkure voorgeskryf by klousule 5 of wat 'n werknemer gewoonlik in 'n week werk, as gevolg van 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 sal gaan nie, ongeag die getal ure waarmee die gewone werkure aldus verminder is;
- (ii) dat geen bedrag in die geval van korttyd weens 'n bedryfslapte of 'n tekort aan grondstowwe, afgetrek mag word nie, tensy die werkgever sy werknemer die vorige dag kennis gegee het van sy voorneme om die gewone werkure te verminder;
- (iii) dat geen bedrag in die geval van korttyd vanweë 'n algemene onklaarmaking van installasie of masjinerie wat deur 'n ongeluk of ander onvoorsiene noodgeval veroorsaak is, afgetrek mag word ten opsigte van die eerste uur wat nie gewerk is nie, tensy die werkgever sy werknemer die vorige dag kennis gegee 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 owerheid ten opsigte van die huur van 'n huis wat deur sodanige werknemer bewoon word in 'n lokasie of Bantoeoord onder die beheer van sodanige raad of ander plaaslike owerheid, of ten opsigte van verblyf in 'n koshuis in genoemde gebiede betaal het.

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

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

- (a) In die geval van 'n werknemer wat ses dae per week werk—
- (i) ses-en-veertig in 'n week van Maandag tot en met Vrydag; 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 van enigen van die ander dae tot agt-en-n-half verleng mag word;
- (b) in die geval van 'n werknemer wat vyf dae per week werk—
- (i) ses-en-veertig in 'n week van Maandag tot en met Vrydag; en
- (ii) behoudens subparagraaf (i) hiervan, nege-en-n-kwart uur op 'n dag.

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

- (3) *Etenspouse.*—'n Werkgever mag nie van sy werknemer vereis of hom toelaat om langer as vyf uur deurlopend sonder 'n etenspouse van minstens een uur te werk nie, en gedurende dié pouse mag van sodanige werknemer nie vereis word of mag hy nie toegelaat word om enige werk te verrig nie; en sodanige pouse word geag nie deel van die gewone of oortydwerkure uit te maak nie. Met dien verstande—

- (i) dat 'n werkgever met sy werknemer mag ooreenkom om die tydperk van sodanige etenspouse tot minstens 'n halfuur te verkort, en in daardie geval, en nadat die werkgever 'n staat van sodanige ooreenkoms by die Afdelings-inspekteur, Departement van Arbeid, vir sy gebied ingedien het, mag die etenspouse aldus verkort word;

- (b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (c) a deduction of any amount which an employer by 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:—

	In the Town Board Area of Bergville.		In all other areas.	
	Per week.	Per month.	Per week.	Per month.
	R	R	R	R
(i) Board.....	0.60	2.60	0.80	3.47
(ii) Lodging.....	0.30	1.30	0.40	1.73
(iii) Board and lodging.....	0.90	3.90	1.20	5.20

- (e) whenever the ordinary hours of work prescribed in clause 5 or ordinarily worked in a week by an employee 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, 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 a general breakdown of plant or machinery caused by accident or other unforeseen emergency, 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-six 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-six in any week from Monday to Friday, inclusive; and
- (ii) subject to sub-paragraph (i) hereof, nine and one-quarter on any day.

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

- (3) *Meal Intervals.*—An employer shall not require or permit his 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) dat werktidperke wat deur pouses van korter as een uur onderbreek word, uitgesonderd wanneer voorbehoudsbepaling (i) of (vi) van toepassing is, geag word deurlopend te wees;
- (iii) dat, indien sodanige pouse langer as een uur duur, enige tydperk bo een en 'n kwart uur as tyd gewerk geag moet word;
- (iv) dat 'n bestuurder van 'n motorvoertuig wat gedurende sodanige pouse geen ander werk doen nie as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie klousule geag word nie gedurende sodanige pouse te gewerk het nie;
- (v) dat hoogstens een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag geag word nie deel van die gewone werkure uit te maak nie;
- (vi) dat wanneer 'n werkgewer op enige dag vanweë oortyd verplig is om 'n werknemer 'n tweede etenspouse toe te staan, sodanige etenspouse op versoek van die werknemer tot vyftien minute verkort mag word, solank die totale tydperk wat die werknemer na die dag se eerste etenspouse werk, nie sewe uur te bowe gaan nie.

(4) *Ruspouses.*—'n Werkgewer moet, so na doenlik aan die middel van elke eerste en tweede werktidperk van die dag, aan elkeen van sy werknemers 'n ruspouse van minstens tien minute toestaan, en gedurende sodanige pouse mag van sodanige werknemer nie vereis of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse word geag 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 'n dag agtereenvolgend wees.

(6) *Vroulike werknemers.*—Ondanks andersluidende bepalinge in subklousules (1) tot en met (5), mag 'n werkgewer nie behoudens die bepalinge van subklousule (8) (b) (ii) (bb) 'n vroulike werknemer verplig of haar toelaat om op die volgende tye te werk nie:—

- (a) Tussen 6 nm. en 6 v.m.; of
- (b) na 1 nm. op meer as vyf dae in 'n week nie.

(7) *Oortydwerk.*—(a) Alle tyd, uitgesonderd op 'n Sondag, wat 'n werknemer langer werk as—

- (i) nege uur op 'n dag, in die geval van 'n los werknemer;
- (ii) nege uur op 'n dag, of vyf-en-veertig uur in 'n week, in die geval van 'n werknemer wat gereeld vyf-en-veertig gewone werkure of minder in 'n week werk;
- (iii) die getal gewone werkure in subklousule (1) voorgeskryf, in die geval van alle ander werknemers,

is oortydwerk.

(b) Alle tyd, uitgesonderd op 'n Sondag, wat 'n vroulike werknemer buite die tydsbepalinge voorgeskryf in subklousule (6) werk, is oortydwerk.

(8) *Beperking van oortydwerk.*—(d) *Normale oortydwerk.*—Behoudens die bepalinge van paragraaf (b) hiervan, mag 'n werkgewer nie van sy werknemer, uitgesonderd 'n los werknemer, vereis of hom toelaat om langer oortyd te werk nie as—

- (i) in die geval van 'n manlike werknemer, hoogstens tien uur in 'n week;
- (ii) in die geval van 'n vroulike werknemer—
 - (aa) hoogstens tien uur in 'n week;
 - (bb) hoogstens twee uur op 'n dag, uitgesonderd dat 'n werknemer wat vyf dae per week werk, tot vier uur oortyd op 'n Saterdag mag werk;
 - (cc) op meer as drie agtereenvolgende dae in 'n week;
 - (dd) op meer as sestig dae in 'n jaar;
 - (ee) na die voltooiing van haar gewone werkure, vir langer as een en 'n half uur op 'n dag, tensy hy—
 - (i) voor die etenspouse op daardie dag sodanige werknemer daarvan in kennis gestel het; of
 - (ii) sodanige werknemer betyds van 'n behoorlike ete voorsien het om haar in staat te stel om dit te nuttig voordat sy met oortydwerk moet begin; of
 - (iii) sodanige werknemer minstens vyf-en-twintig sent betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat die oortydwerk moet begin.

(b) *Adisionele oortydwerk.*—(i) By die toepassing van hierdie paragraaf beteken "adisionele oortydwerk"—

- (aa) in die geval van 'n manlike werknemer, oortydwerk van langer as tien uur in 'n week;
- (bb) in die geval van 'n vroulike werknemer oortydwerk van—
 - (i) langer as twee uur op 'n dag van Maandag tot en met Vrydag;
 - (ii) na 6-uur nm. op enige dag van Maandag tot en met Vrydag;
 - (iii) langer as vier uur op 'n Saterdag in 'n bedryfsinrigting wat vyf dae per week werk;
 - (iv) op enige verdere dag in 'n jaar waarin daardie werknemer op sestig dae oortyd gewerk het.

- (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 for the purpose of this sub-clause be deemed 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) that when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to fifteen minutes so long as the total period worked by the employee after the first meal interval of the day does not exceed seven hours.

(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 first and second work period of the day, 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) *Female Employees.*—Notwithstanding anything to the contrary in sub-clauses (1) to (5), inclusive, an employer shall not except as provided in sub-clause (8) (b) (ii) (bb)] require or permit a female employee to work—

- (a) between 6 o'clock p.m. and 6 o'clock a.m.; or
- (b) after 1 o'clock p.m. on more than five days in any week.

(7) *Overtime.*—(a) All time worked by an employee, other than on a Sunday, in excess—

- (i) of nine hours on any day, in the case of a casual employee;
- (ii) of nine hours on any day or forty-five hours in any week, in the case of an employee who regularly works forty-five ordinary hours of work or less a week;
- (iii) of the number of ordinary hours of work prescribed in sub-clause (1), in the case of any other employee;

shall be overtime.

(b) All time worked by a female employee, other than on a Sunday, outside the times prescribed in sub-clause (6) shall be overtime.

(8) *Limitation of Overtime.* (a) *Normal Overtime.*—Save as provided in paragraph (b) hereof, an employer shall not require or permit an employee, other than a casual employee, to work overtime—

- (i) in the case of a male employee, for more than ten hours in any week;
- (ii) in the case of a female employee—
 - (aa) for more than ten hours in any week;
 - (bb) 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;
 - (cc) on more than three consecutive days in any week;
 - (dd) on more than sixty days in any year;
 - (ee) after the completion of her ordinary hours of work for more than one and a half hours on any day unless he has—
 - (i) given notice thereof to such employee before the meal interval of that day; or
 - (ii) provided such employee with an adequate meal and in sufficient time to enable her to eat 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.

(b) *Additional Overtime.*—(i) For the purpose of this paragraph the expression "additional overtime" means—

- (aa) in the case of a male employee, overtime in excess of ten hours in any week;
- (bb) in the case of a female employee, overtime worked—
 - (i) in excess of two hours on any day from Monday to Friday, inclusive;
 - (ii) after 6 o'clock p.m. on any day from Monday to Friday, inclusive;
 - (iii) in excess of four hours on any Saturday in an establishment which observes a five-day week;
 - (iv) on any further day in any year in which the employee has worked overtime on sixty days.

(ii) Wanneer addisionele oortydwerk noodsaaklik is vir die verrigting van noodwerk, kan 'n werkgewer vereis of toelaat—

(aa) dat addisionele oortyd gewerk word deur 'n manlike werknemer wat petrol- of oliehouers vervaardig of versend, of wat metaalhouers wat vervaardig word om ingemaakte of gepreserveerde voedselsoorte te bevat, vervaardig, verpak of versend, of wat trokke of voertuie wat aan die Suid-Afrikaanse Spoorweg en Hawensadministrasie behoort, laai of aflaai: Met dien verstande dat sodanige addisionele oortydwerk nie tien uur in 'n week, of, saam met enige oortyd wat kragtens paragraaf (a) hiervan gewerk is, vyfhonderd uur in 'n jaar te bowe gaan nie;

(bb) behoudens die nakoming van die bepalings van sub-paragraaf (8) (a) (ii) (aa) en (ee) hiervan, 'n vroulike werknemer wat metaalhouers, wat vervaardig is om ingemaakte of gepreserveerde voedselsoorte te bevat, vervaardig of verpak, addisionele oortyd gedurende die tydperk van die eerste Maandag in Oktober in enige jaar tot die laaste Saterdag in Maart in die daaropvolgende jaar werk: Met dien verstande dat van geen sodanige werknemer vereis word of hy nie toegelaat word om—

(i) na 7.30 nm. op enige dag van Maandag tot en met Vrydag te werk nie;

(ii) na 1 nm. op 'n Saterdag te werk nie;

(iii) om meer as sestig uur sodanige addisionele oortyd in enige sodanige tydperk te werk nie.

(iii) By die toepassing van paragraaf (b) van hierdie subklousule, beteken "noodwerk" werk wat noodsaaklik is—

(aa) om aan 'n seisoensvraag vir die verskaffing van petrol- en oliehouers te voldoen;

(bb) in 'n bedryfsinrigting wat metaal houers vervaardig, wat nodig is ten opsigte van 'n bedryfsinrigting wat voedselsoorte inmaak of preserveer, om die verlies van bederfbare grondstowwe te voorkom;

(cc) vir die laai of aflaai van trokke of voertuie wat aan die Suid-Afrikaanse Spoorweg- en Hawensadministrasie behoort.

(c) 'n Werkgewer mag nie van sy los werknemer vereis of hom toelaat om langer as twee uur op 'n dag oortyd te werk nie.

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

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

(b) wat alle ander werknemers betref, minstens een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk wat sodanige werknemer in enige week aldus gewerk het.

(10) *Voorboudsbepalings.*—(a) Die bepalings van hierdie klousule geld nie vir 'n handelsreisiger of 'n handelsreisiger se assistent nie.

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

(c) Die bepalings van subklousule (4) geld nie vir 'n bestuurder van 'n motorvoertuig of 'n chauffeur of 'n graad III-werknemer wat 'n bestuurder van 'n motorvoertuig vergesel nie.

(d) Die bepalings van subklousules (3) en (4) geld nie vir werknemers wat in 'n werknemereetlokaal in diens is nie.

(e) Die bepalings van subklousules (3), (4), (5) en (8) (a) geld nie vir 'n manlike werknemer nie wat werk verrig wat vanweë onvoorsiene oorsake soos 'n brand, storm, ongeluk, epidemie, geweld daad of diefstal sonder versuim verrig moet word, en die bepalings van subklousules (5) en (8) (a) geld nie vir 'n manlike werknemer nie wat werk verrig wat noodsaaklik is deur 'n onklaaraking van installasie of masjinerie of wat in verband staan met die opknapping of herstel van installasie of masjinerie wat nie redelikerwys gedurende gewone werkdreie verrig kan word nie.

(f) Die bepalings van hierdie klousule geld nie vir tyd wat 'n werknemer aan die uitvoering van die werk van 'n diensbestuurder, bestee nie.

(g) Die bepalings van hierdie klousule geld nie vir 'n wag wie se werkgewer hom 'n rusdag van vier-en-twintig agtereenvolgende ure ten opsigte van elke week diens toestaan nie: Met dien verstande—

(i) dat hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;

(ii) dat 'n werkgewer, in plaas van om aan sy wag sodanige rusdag toe te staan, die wag dié loon kan betaal wat hy sou ontvang het indien hy nie op sodanige dag gewerk het nie, plus 'n bedrag van minstens sy dagloon ten opsigte van sodanige dag wat nie toegestaan is nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooiende tydperk van twaalf maande diens by hom, die volgende verlof toestaan:—

(a) In die geval van 'n handelsreisiger, handelsreisiger se assistent of wag, een-en-twintig agtereenvolgende kalenderdae;

(ii) Whenever additional overtime is necessary for the performance of emergency work an employer may require or permit—

(aa) a male employee engaged in the manufacture or despatch of petrol or oil containers, or in the manufacture, packing or despatch of metal containers produced to contain canned or preserved foodstuffs, or in the loading or unloading of trucks or vehicles, belonging to the South African Railways and Harbours Administration, to work additional overtime: Provided such additional overtime does not exceed ten hours in any week nor, together with any overtime worked under paragraph (a) hereof, five hundred hours in any year;

(bb) subject to the provisions of sub-paragraphs (8) (a) (ii) (aa) and (ee) hereof being complied with, a female employee engaged in the manufacture or packing of metal containers produced to contain canned or preserved foodstuffs to work additional overtime during the period from the first Monday in October in any year to the last Saturday in March in the succeeding year: Provided that no such employee shall be required or permitted—

(i) to work after 7.30 o'clock p.m. on any day from Monday to Friday, inclusive;

(ii) to work after 1 o'clock p.m. on any Saturday;

(iii) to work more than sixty hours' such additional overtime in any such period.

(iii) For the purpose of paragraph (b) of this sub-clause "emergency work" shall mean work necessary—

(aa) to meet a seasonal demand for the supply of petrol or oil containers;

(bb) in an establishment manufacturing metal containers required by an establishment engaged in the canning or preserving of foodstuffs to prevent the loss of perishable raw materials;

(cc) for the loading or unloading of trucks or vehicles belonging to the South African Railways and Harbours Administration.

(c) An employer shall not require or permit his casual employee to work overtime for more than two hours on any day.

(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 or a traveller's assistant.

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

(c) The provisions of sub-clause (4) shall not apply to a driver of a motor vehicle or a chauffeur or to a grade III employee who accompanies a driver of a motor vehicle.

(d) The provisions of sub-clauses (3) and (4) shall not apply to employees employed in a staff canteen.

(e) The provisions of sub-clauses (3), (4), (5) and (8) (a) shall not apply to a male employee engaged on work which, owing to unforeseen causes such as fire, storm, accident, epidemic, act of violence or theft, must be done without delay, and the provisions of sub-clauses (5) and (8) (a) shall not apply to a male employee engaged on work necessitated by a breakdown of plant or machinery or in connection with the overhauling or repairing of plant or machinery which cannot reasonably be performed during ordinary working hours.

(f) The provisions of this clause shall not apply to the time spent by an employee in performing the work of a duty driver.

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

(i) that he makes no deduction from his watchman's wage in respect thereof;

(ii) that an employer may, in lieu of granting his watchman any such day of rest, pay the watchman the wage which he would have received if he had not worked on such day, plus an amount of not less than his daily wage in respect of such day not granted.

6. ANNUAL LEAVE.

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

(a) in the case of a traveller, traveller's assistant or watchman, twenty-one consecutive calendar days' leave;

(b) in die geval van alle ander werknemers, veertien agtereenvolgende kalenderdae;
en sodanige werknemer ten opsigte van sodanige verlof die volgende betaal:—

- (i) In die geval van 'n werknemer in paragraaf (a) genoem, 'n bedrag van minstens drie maal die weekloon waarop hy vanaf die eerste dag van die verlof geregtig is;
- (ii) in die geval van 'n werknemer in paragraaf (b) genoem, 'n bedrag van minstens dubbel die weekloon 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 word deur die besoldiging wat aan hom betaalbaar is ooreenkomstig sy ooreenkoms kragtens klousule 9 (7) ten opsigte van die twaalf maande wat die datum waarop sy verlof hom toeval, onmiddellik voorafgaan, deur twee-en-vyftig te deel, of indien hy minder as twaalf maande sodanig werksaam was, deur die totale besoldiging wat aldus aan hom betaalbaar is gedurende sy tydperk van sodanige diens, 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 word op die grondslag uiteengesit in artikel twintig (5) (a) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

- (i) dat, as sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalinge van subklousule (3), so toegestaan word dat dit begin binne vier maande ná die voltooiing van die twaalf maande diens waarop dit betrekking het; of dat as die werkgever en werknemer skriftelik daartoe ooreengekom het voor die afloop van gemelde tydperk van vier maande, die werkgever aan die werknemer sodanige verlof moet toestaan vanaf 'n datum nie later nie as twee maande na afloop van die gemelde tydperk van vier maande;
- (ii) dat die tydperk van verlof nie mag saamval met siekteverlof wat ingevolge klousule 7 toegestaan is nie of, tensy die werknemer aldus versoek en die werkgever skriftelik daartoe instem, met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, nie;
- (iii) dat as enigeen van die ses openbare vakansiedae waarop 'n werknemer ingevolge klousule 8 geregtig is, binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk as 'n verdere verloftyd gevoeg moet word en vir elke sodanige bygevoegde dag moet aan die werknemer 'n bedrag van minstens sy dagloon betaal word;
- (iv) dat 'n werkgever enige dae geleentheidsverlof wat met volle betaling aan sy werknemer toegestaan is gedurende die tydperk van 12 maande diens waarop die tydperk van verlof betrekking het, op sy skriftelike versoek van sodanige tydperk van verlof mag aftrek.

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

- (i) dat sodanige werknemer die versoek rig binne vier maande na afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het; en
- (ii) dat die werkgever die datum van die ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, na gelang van die jongste datum.

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

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

(5) Aan 'n werknemer wie se diens gedurende enige tydperk van twaalf maande diens eindig voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van daardie tydperk, opgeloop het, moet daar by sodanige eindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige dienstydk 'n bedrag van minstens die volgende betaal word:—

- (a) In die geval van 'n werknemer wat in paragraaf (a) van subklousule (1) genoem word, een vierde van die weekloon; en
- (b) in die geval van 'n werknemer wat in paragraaf (b) van subklousule (1) bedoel word, een sesde van die weekloon,

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

- (i) wat sy diens verlaat sonder om die kennis te gee wat by klousule 12 voorgeskryf word (tensy die werkgever van sodanige kennisgewing afgesien het of die werknemer die werkgever in plaas van kennisgewing betaal het); of

(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 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 employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;
- (ii) that the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees in writing, with any period of military training under the Defence Act, 1957;
- (iii) that if any of the six public holidays, to which an employee is entitled in terms of clause 8, 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 employee, 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) 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 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) wat sy diens sonder regsgeldige rede verlaat; of
- (iii) wat deur sy werkgever sonder kennisgewing ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regtens genoegsaam is,

tot geen betaling kragtens hierdie subklousule geregtig is nie.

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

(7) By die toepassing van hierdie klousule, word die uitdrukking "diens" geag die volgende te omvat:—

- (a) Alle tydperke ten opsigte waarvan 'n werkgever, kragtens klousule 12 'n werknemer in plaas van kennisgewing betaal;
- (b) alle tydperke wanneer 'n werknemer afwesig is—
 - (i) met verlof ingevolge hierdie klousule;
 - (ii) met siekteverlof kragtens klousule 7;
 - (iii) op las of op versoek van sy werkgever, wat altesaam hoogstens tien weke beloop; en
- (c) alle tydperke wanneer 'n werknemer afwesig is om ingevolge die Verdedigingswet, 1957, militêre opleiding te ondergaan: Met dien verstande dat 'n werknemer nie daarop geregtig is om meer as vier maande van 'n bepaalde tydperk van sodanige opleiding as diens te eis nie;

en word diens geag soos volg te begin:—

- (i) In die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Vasstelling ingevolge enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer die vorige maal op verlof ingevolge sodanige wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat voor die datum van inwerkingtreding van hierdie vasstelling in diens was en vir wie enige wet wat vir jaarlikse verlof voorsiening maak, gegeld het maar wat nog nie op 'n tydperk van ve. 31 daarvolgens geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (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 andersluidende bepalings in hierdie klousule, mag 'n werkgever vir die doel van jaarlikse verlof te eniger tyd, maar hoogstens een maal in 'n tydperk van twaalf maande, sy bedryfsinrigting sluit vir veertien agtereenvolgende kalenderdae plus enige ander dae wat moontlik ingevolge die derde voorbehoudsbepaling van subklousule (2) daarby gevoeg moet word.

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

7. SIEKTEVERLOF.

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

- (a) In die geval van 'n werknemer wat vyf dae per week werk, altesaam minstens twintig werkdade; en
- (b) in die geval van enige ander werknemer, altesaam minstens vier-en-twintig werkdade;

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

- (i) dat gedurende die eerste vier-en-twintig agtereenvolgende maande diens 'n werknemer nie tot meer siekteverlof met volle betaling geregtig is nie (wat 'n werknemer met 'n werkweek van vyf dae betref) as een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en in die geval van enige werknemer, een werkdag ten opsigte van elke voltooide maand diens;
- (ii) dat hierdie klousule nie geld nie vir 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes, minstens gelyk aan dié wat die werkgever self daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat aan hom by ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdade, na gelang van die geval, in elke kringloop van vier-en-twintig maande diens betaal sal word, uitgesonderd dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos in die eerste voorbehoudsbepaling van hierdie subklousule uiteengesit, te bowe hoef te gaan nie;

- (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 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) any period during which an employee is absent—
 - (i) on leave in terms of this clause;
 - (ii) on sick leave in terms of clause 7;
 - (iii) on the instructions or at the request of his employer, amounting in the aggregate to not more than 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) dat, indien 'n werkgewer ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en hy sodanige gelde betaal, die bedrag wat aldus betaal word, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;
- (iv) dat, indien 'n werkgewer by enige ander wet verplig word om 'n werknemer sy volle loon te betaal ten opsigte van enige tydperk van ongeskiktheid wat deur hierdie klousule gedek word, die bepalings van hierdie klousule nie geld nie.

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

- (a) vir 'n tydperk van langer as drie agtereenvolgende kalenderdae; of
- (b) op die werkdag wat 'n Sondag of enigeen van die ses openbare vakansiedae waarop die werknemer ingevolge klousule 8 geregtig is, onmiddellik voorafgaan of onmiddellik daarop volg;

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

(3) Wanneer die werknemer gedurende die eerste kringloop van vier-en-twintig maande diens by dieselfde werkgewer weens ongeskiktheid langer afwesig is as die siekteverlof wat ten tyde van sodanige ongeskiktheid vir hom opgeleë het, is hy geregtig op betaling vir slegs dié siekteverlof wat aldus opgeleë het; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by afloop van gemelde dienskringloop, of by eindiging van diens voor sodanige afloop, hom ten opsigte van dié langer tydperk van afwesigheid weens ongeskiktheid, betaal in dié mate waarin die siekteverlof wat by sodanige afloop of eindiging opgeleë het, nog nie gebruik is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag ook die volgende te omvat:—

- (i) Enige tydperk waarin die werknemer afwesig is—
- (aa) met verlof ingevolge klousule 6;
- (bb) op las of op versoek van sy werkgewer;
- (cc) met siekteverlof kragtens subklousule (1);
- wat altesaam in enige jaar hoogstens tien weke beloop, en
- (ii) enige tydperk waarin 'n werknemer afwesig is om militêre opleiding ingevolge die Verdedigingswet, 1957, te ondergaan: Met dien verstande dat 'n werknemer nie daarop geregtig is om meer as vier maande van 'n bepaalde tydperk van sodanige opleiding as diens te eis nie,

en enige tydperk wat 'n werknemer by dieselfde werkgewer werksaam was onmiddellik voor die datum waarop hierdie Vasstelling van krag word, word by die toepassing van hierdie klousule geag diens kragtens hierdie Vasstelling te wees, en alle siekteverlof met volle besoldiging wat gedurende sodanige tydperk aan sodanige werknemer toegestaan is, word geag ingevolge hierdie Vasstelling toegestaan te gewees het;

- (b) beteken "ongeskiktheid" die onvermoë om te werk weens siekte of besering, uitgesonderd dié wat veroorsaak word deur 'n werknemer se eie wangedrag: Met dien verstande dat onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, geag word ongeskiktheid te wees slegs ten opsigte van 'n tydperk van onvermoë om te werk waarvoor geen besoldiging vir arbeidsongeskiktheid ingevolge die bepalings van daardie Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE EN SONDAE.

(1) Behoudens die bepalings van klousules 4 (6) en 6 (2), moet 'n werkgewer sy werknemer wat op Nuwejaarsdag, Goede Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag of Kersdag nie werk nie, minstens sy weekloon betaal vir die week waarin sodanige dag val: Met dien verstande dat wanneer Paasmaandag binne 'n tydperk val waarin werknemers ingevolge klousule 5 (8) addisionele oortydwerk doen, hul werkgewer sodanige Paasmaandag deur Gesinsdag kan vervang, maar as die diens van 'n werknemer wat op Paasmaandag gewerk het sonder dat hy ingevolge subklousule (2) betaal is, om watter rede ook al voor Gesinsdag eindig, moet sy werkgewer hom by sodanige eindiging, benewens alle ander besoldiging wat aan hom verskuldig is, 'n bedrag van minstens sy dagloon betaal.

(2) Wanneer 'n werknemer werk op enige van die openbare vakansiedae waartoe hy ingevolge die bepalings van subklousule (1) geregtig is, moet sy werkgewer, behoudens die bepalings van klousule 4 (6), hom vir die week waarin sodanige dag val, minstens

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

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

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

- (a) for a period covering more than three consecutive calendar days; or
- (b) on the work day immediately preceding or the work day immediately succeeding a Sunday or any of the six public holidays to which the employee is entitled in terms of clause 8;

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

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

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

(a) "employment" shall be deemed to include—

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

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

8. PUBLIC HOLIDAYS AND SUNDAYS.

(1) Subject to the provisions of clauses 4 (6) and 6 (2), if an employee does not work on New Year's Day, Good Friday, Easter Monday, 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: Provided that whenever Easter Monday falls within a period during which additional overtime is worked by employees in terms of clause 5 (8) their employer may substitute Family Day for such Easter Monday, but if the employment of an employee, who worked on Easter Monday without having been paid in terms of sub-clause (2), terminates, for whatever cause, before Family Day, his employer shall on such termination pay such employee, in addition to any other remuneration due to him, an amount of not less than his daily wage.

(2) Whenever an employee works on any of the public holidays to which he is entitled in terms of sub-clause (1) 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

sy weekloon plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer altesaam op sodanige dag gewerk het, betaal: Met dien verstande dat as daarvan 'n werknemer vereis word of hy toegelaat word om minder as vier uur op sodanige dag te werk, hy geag word vier uur te 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 aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;

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

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

(4) Hierdie klousule geld nie vir 'n los werknemer, 'n handelsreisiger, 'n handelsreisiger se assistent of 'n wag nie, en ook nie vir 'n senior bestuurs-, professionele of administratiewe werknemer indien en terwyl hy 'n gereelde besoldiging teen 'n tarief van minstens R180 per maand ontvang nie.

9. STUKWERK EN KOMMISSIEWERK.

(1) Na minstens een week kennisgewing aan sy werknemer, uitgesonderd 'n handelsreisiger, mag 'n werkgever 'n stukwerkstelsel invoer en, behoudens die bepalinge van klousule 4 (6), moet die werkgever 'n werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die skale wat volgens dié stelsel geld: Met dien verstande dat die werkgever, ongeag die hoeveelheid gedane werk, die werknemer minstens die volgende moet betaal:—

(a) In die geval van 'n ander werknemer as 'n los werknemer, vir elke week waarin stukwerk verrig word, die bedrag wat hy sodanige werknemer vir dié week sou moes betaal het as hy 'n tydloon betaal was;

(b) in die geval van 'n los werknemer, vir elke dag waarop stukwerk verrig word, die bedrag wat hy sodanige werknemer vir dié dag sou moes betaal het as hy 'n tydloon betaal was.

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

(3) 'n Werkgever wat voornemens is om 'n bestaande stukwerkstelsel of die skale wat daarvolgens geld, in te trek of te wysig, moet sy werknemer wat volgens sodanige stelsel werk minstens een week kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgever en 'n werknemer oor 'n langer termyn van kennisgewing kan ooreenkom en dan moet die werkgever minstens die tydperk waarvoor hulle ooreengekom het, kennis gee.

(4) Ondanks andersluidende bepalinge in hierdie klousule, hoef 'n werkgever 'n los werknemer nie kennis te gee van sy voorneme om 'n stukwerkstelsel in te voer of in te trek of te wysig nie.

(5) 'n Handelsreisiger wat volgens ooreenkoms met sy werknemer kommissiewerk onderneem, moet deur sy werkgever, voordat sodanige werk 'n aanvang neem, voorsien word van 'n ware kopie van die ooreenkoms of 'n verklaring wat die bepalinge van die ooreenkoms vermeld, en wat die volgende moet omvat:—

(a) Die week- of maandeloon wat aan die handelsreisiger betaalbaar is, waar sodanige loon hoër is as dié wat in klousule 3 (1) vir sodanige handelsreisiger voorgeskryf is, en die kommissieskaal of -skale en die voorwaardes waarvolgens hy daartoe geregtig word;

(b) die dag van die week of maand waarop die kommissie wat verdien word, verskuldig en betaalbaar is;

(c) die gebied waarin die handelsreisiger moet of mag werk;

(d) die tipe, soort, getal, hoeveelheid of aandere van bestellings (afsonderlik, weekliks, maandeliks of andersins), wat die werkgever van tyd tot tyd bereid is om te aanvaar; en

(e) die dag waarop kommissie ten opsigte van bestellings wat die werkgever voor die beëindiging van die dienskontrak aanvaar het, betaal word: Met dien verstande dat sodanige betaaldag voor of op die laaste werkdag van die kalendermaand wat volg op die maand waarin diens beëindig is, moet val.

(6) Die bepalinge van die ooreenkoms wat in subklousule (5) genoem word, mag vir die reisiger finansiële nie minder gunstig as hierdie Vasstelling wees nie: Met dien verstande dat die vervaldatum van betaling van besoldiging aan 'n handelsreisiger wat kommissiewerk doen, volgens die ooreenkoms moet wees, en in hierdie opsig is die bepalinge van subklousule 4 (1) nie op sodanige betaling van toepassing nie.

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) This clause shall not apply to a casual employee, a traveller, a traveller's assistant or a watchman nor to a senior managerial, professional or administrative employee if and for so long as he is in receipt of a regular wage at a rate of not less than R180 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, 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 week'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) Behoudens die bepalinge van klousule 4 (6), moet 'n werkgewer sy handelsreisiger wat kommissiewerk verrig, 'n besoldiging betaal teen minstens die skaal waarop hulle ooreengekom het: Met dien verstande dat, ongeag die getal of waarde van bestellings wat deur die werkgewer aanvaar is, die besoldiging van sodanige handelsreisiger ten opsigte van enige tydperk nie minder mag wees nie as dié wat vir daardie tydperk kragtens klousule 3 (1) aan hom verskuldig sou gewees het.

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

10. GETALVERHOUDING.

(1) 'n Werkgewer mag nie 'n assistent-voorman of assistent-steller in diens hê nie, tensy hy onderskeidelik 'n voorman of steller in sy diens het.

(2) 'n Werkgewer mag nie 'n opsigter in diens hê nie, tensy hy 'n voorman in sy diens het.

(3) (a) 'n Werkgewer mag nie 'n ongekwalifiseerde graad I-werknemer, in diens hê nie, tensy hy 'n gekwalifiseerde graad I-werknemer in sy diens het, en vir elke gekwalifiseerde graad I-werknemer in sy diens, mag hy hoogstens twee ongekwalifiseerde graad I-werknemers in diens hê.

(b) 'n Werkgewer mag nie 'n ongekwalifiseerde graad II-werknemer in diens hê nie, tensy hy 'n gekwalifiseerde graad II-werknemer in sy diens het, en vir elke gekwalifiseerde graad I-werknemer of graad II-werknemer in sy diens mag hy hoogstens twee ongekwalifiseerde graad II-werknemers, in diens hê.

(4) Niks in hierdie klousule moet so uitgelê word dat dit die indiensneming van twee ongekwalifiseerde graad I-werknemers, en twee ongekwalifiseerde graad II-werknemers, vir dieselfde gekwalifiseerde graad I-werknemer, toelaat nie.

(5) By die toepassing van hierdie klousule—

(a) mag 'n werkgewer of 'n bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n bepaalde klas werknemer verrig, geag word 'n gekwalifiseerde werknemer in sodanige klas te wees;

(b) mag 'n ongekwalifiseerde werknemer wat 'n loon ontvang van minstens die loon wat vir 'n gekwalifiseerde werknemer van sy klas en gebied voorgeskryf is geag word 'n gekwalifiseerde werknemer te wees.

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

(b) As meer as een skof in enige bedryfsinrigting in enige tydperk van vier-en-twintig uur gewerk word, is hierdie klousule op elke sodanige skof van toepassing.

11. LOGBOEK.

(1) Elke werkgewer moet elke bestuurder van 'n motorvoertuig in sy diens voorsien van 'n logboek wat so na as doenlik in die volgende vorm is:—

DAAGLIKSE LOG.

Naam van werkgewer _____
 Naam van bestuurder _____
 Datum _____
 Invaltyd _____ vm./nm. _____ vm./nm.
 Uitskeityd _____ vm./nm. _____ vm./nm.
 Getal ure gewerk _____
 Etenure vanaf _____ vm./nm. tot _____ vm./nm.
 Besonderhede van enige ongeluk of oponthoud _____

(Handtekening van bestuurder.)

Datum _____ 19 _____

(2) Elke bestuurder van 'n motorvoertuig moet, as hy voorsien is van die logboek wat in subklousule (1) genoem word, genoemde daaglikse log in tweevoud ten opsigte van elke dag se werk byhou, en moet binne vier-en-twintig uur na voltooiing van die betrokke dag se werk, 'n afskrif daarvan aan sy werkgewer besorg.

(3) Elke werkgewer moet die ingevulde afskrif van die daaglikse log wat ingevolge subklousule (2) aan hom besorg is, vir 'n tydperk van drie jaar daarna bewaar.

12. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, kan dit doen deur dit—

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

(b) in die geval van 'n werknemer wat weekliks betaal word, na die eerste vier weke diens, minstens een week;

(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 or an assistant setter-up unless he has in his employ a foreman or a setter-up, respectively.

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

(3) (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 employed he shall not employ more than two unqualified grade I employees.

(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 employed he shall not employ more than two unqualified grade II employees.

(4) Nothing in this clause shall be construed so as to permit of the employment of two unqualified grade I employees and two unqualified grade II employees for the same qualified grade I employee.

(5) For the purposes of this clause—

(a) an employer or manager 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;

(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.

(6) (a) This clause shall apply separately to each establishment.

(b) Where in any establishment more than one shift is worked in any period of twenty-four hours, this clause shall apply to each such shift.

11. LOG BOOK.

(1) Every employer shall provide each driver of a motor vehicle in his employ 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 _____

(Signature of Driver.)

Date _____ 19 _____

(2) Every driver of a motor vehicle upon being provided with the 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.

(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.

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or 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 notice;

(b) in the case of an employee paid weekly, one week's notice after the first four weeks of employment;

(c) in die geval van 'n werknemer wat maandeliks betaal word, na die eerste vier weke diens minstens een maand;

voortuit op te sê; of 'n werkgever of 'n werknemer kan die kontrak sonder opsegging beëindig deurdat, in plaas van opsegging, die werkgever aan die werknemer minstens die volgende betaal, of die werknemer aan die werkgever minstens die volgende betaal, na gelang van die geval:—

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

Met dien verstande dat hierdeur onaangetas gelaat word—

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

Voorts met dien verstande dat, indien die loon van 'n werknemer ten tyde van die beëindiging weens aftrekkings ten opsigte van korttyd verminder is en die werkgever hom betaal in plaas van sy diens op te sê, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word "ten einde van sodanige beëindiging sou ontvang het as geen bedrae weens korttyd afgetrek is nie" te beteken.

(2) Indien daar kragtens die tweede voorbehoudsbepaling van subklousule (1) 'n ooreenkoms bestaan, moet die betaling in plaas van opsegging eweredig wees aan die opseggingstermyn waartoe daar ooreengekom is.

(3) Die opsegging wat in sub-klousule (1) voorgeskryf word, mag op enige werkdag geskied: Met dien verstande—

- (i) dat die opseggingstermyn nie mag saamval nie met en die opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of met enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan nie;
- (ii) dat opsegging nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 toegestaan, mag geskied nie.

(4) Ondanks andersluidende bepalings in hierdie Vasstelling, mag 'n werkgever, wanneer 'n werknemer sy dienskontrak beëindig deur sy diens sonder opsegging te verlaat of sonder om eersgenoemde in plaas daarvan te betaal van enige geld wat hy, ooreenkomstig enige bepalings van hierdie Vasstelling aan sodanige werknemer skuld, 'n bedrag van hoogstens dié wat sodanige werknemer hom in plaas van opsegging sou moes betaal het, vir homself toe-eien.

13. VERBOD OP INDIENSNEMING.

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

14. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkgever die betrokke werknemer, uitgesonderd 'n los werknemer, van 'n dienssertifikaat voorsien wat wesenlik die vorm het wat in die Bylae van hierdie Vasstelling voorgeskryf is, en waarin die volle naam van die werkgever en van sy werknemer die beroep van die werknemer, die aanvangs- en aflooptdatum van die kontrak en die werknemer se weekloon ten tyde van die datum van sodanige beëindiging, aangegee word.

15. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet alle uniforms, oorpakke of beskermende kleren wat hy van sy werknemer vereis om te dra of wat hy by enige wet aan sy werknemer moet verskaf, kosteloos verskaf en in 'n bruikbare toestand hou en al sulke uniforms, oorpakke of beskermende kleren bly die eiendom van die werkgever.

BYLAE.

Ek/Ons (a) _____
wat die Metaalhouer- en Aanverwante Produktenywerheid uitoefen te

verklaar hierby dat _____
in my/ons (a) diens was vanaf die _____ dag van _____
19 _____ tot die _____ dag van _____
19 _____ in die beroep van _____
(b) _____ By diensbeëindiging
was sy/haar (a) loon _____ rand _____ sent per week.

Handtekening van werkgever of gemagtigde
vertegenwoordiger.

Datum _____ 19 _____

(a) Skrap wat nie van toepassing is nie.

(b) Meld die beroep waarin die werknemer uitsluitend of hoofsaaklik in diens was, byvoorbeeld klerk, handelsreisiger, graad I-werknemer, bandleier.

(c) in the case of an employee paid monthly, one month's notice after the first four weeks of employment;

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 date of such termination;
- (ii) in the case of a week's notice, the weekly wage which the employee is receiving at the date of such termination;
- (iii) in the case of a month's notice, the monthly wage which the employee is receiving at the date 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 longer than prescribed in this clause;
- (iii) the operation of any forfeitures or penalties which by law may be applicable in respect of desertion by an employee:

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

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

(3) The notice prescribed in sub-clause (1) may be given on any work 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.

(4) 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. PROHIBITION OF EMPLOYMENT.

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

14. 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.

15. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in serviceable condition, free of charge, any uniform, overall or protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee and any such uniform, overall or protective clothing shall remain the property of the employer.

SCHEDULE.

I/We (a) _____
carrying on trade in the Metal Containers and Allied Products Industry at _____

hereby certify that _____
was employed by me/us(a) from the _____ day of _____
19 _____ to the _____ day of _____
19 _____ in the occupation of (b) _____
At the termination of employment
his/her (a) wage was _____ rand _____ cents per week.

Signature of Employer or Authorised
Representative.

Date _____ 19 _____

(a) Delete whichever inapplicable.

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

No. R. 1421.]

[17 September 1965.]

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-KOSTETOELAE BETAALBAAR, INGEVOLGE OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG. — METAALHOUER- EN AANVERWANTE PRODUKTENYWERHEID, SEKERE GEBIEDE.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens die bepalings van subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, hierby die toepassing van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 3 van die Loonvasstelling vir die Metaalhouer- en Aanverwante Produktenywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. R. 1420 van 17 September 1965.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 1424.]

[17 September 1965.]

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

METAALHOUER- EN AANVERWANTE PRODUKTENYWERHEID, SEKERE GEBIEDE.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (k) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Loonvasstelling vir die Metaalhouer- en Aanverwante Produktenywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. R. 1420 van 17 September 1965, oor die algemeen nie vir die werknemers wie se werke en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, minder gunstig as die desbetreffende bepalings van genoemde Wet is nie.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 1421.]

[17 September 1965.]

WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING ALLOWANCES PAYABLE UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED.—METAL CONTAINERS AND ALLIED PRODUCTS INDUSTRY, CERTAIN AREAS.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in clause 3 of the Wage Determination for the Metal Containers and Allied Products Industry, Certain Areas, published under Government Notice No. R. 1420 of the 17th September, 1965.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 1424.]

[17 September 1965.]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.

METAL CONTAINERS AND ALLIED PRODUCTS INDUSTRY, CERTAIN AREAS.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Wage Determination for the Metal Containers and Allied Products Industry, Certain Areas, published under Government Notice No. R. 1420 of the 17th September, 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.

M. VILJOEN,
Deputy-Minister of Labour.

INHOUD.

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AFRIKA. —(Behalwe lande van die Posunie van Afrika)	c	c	c	c
Mauritius, Reunion, Seychelle en Zanzibar	10	5	5	4
EUROPA. —				
(a) Verenigde Koninkryk, Noord-Ierland, Republiek Ierland, Ciprus en Malta	12½	7	5	5
(b) Alle ander lande, met inbegrip van die Unie van die Sosialistiese Sowjetrepublieke en eilande in die Middellandse See, behalwe Ciprus en Malta	15	7½	5	6
(c) Asore, Kanariese Eilande, Kaap-Verdiëse Eilande, Ysland, Madeira	15	7½	5	6
NABYE OOSTE. —				
Bahreineilande, Debat, Iran, Irak, Israel, Jordanië (Hasjemitiese Koninkryk), Koeweit, Libanon, Maskat, Saoedi-Arabië, Sjarja, Sirië, Turkye	12½	7	5	5
AMERIKA. —				
Kanada, Verenigde State van Amerika, Sentraal- en Suid-Amerika	22½	12	10	10
AUSTRALASIE. —				
Australië, Nieu-Seeland.....	25	12½	10	10
STILLE OSEAAN. —				
Eilande in die Noordelike en Suidelike Stille Oseaan nie elders genoem nie	25	12½	10	10
OOSTERSE LANDE. —				
(a) Afghanistan, Birma, Ceylon, Indië, Pakistan, Thailand, Tibet	17½	9	5	7½
(b) Brunei, Sjina, Kokoseilande, Formosa, Hongkong, Indonesië, Korea, Macao, Maleisië, Mantsjoerye, Filippyne, Sabah, Sarawak, Timor	22½	12	10	10
(c) Japan.....	25	12½	10	10

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EUROPE. —				
(a) United Kingdom, Northern Ireland, Republic of Ireland, Cyprus and Malta	12½	7	5	5
(b) All other countries, including the Union of Soviet Socialist Republics and islands in the Mediterranean Sea except Cyprus and Malta	15	7½	5	6
(c) Azores, Canary Islands, Cape Verde Islands, Iceland, Madeira	15	7½	5	6
NEAR EAST. —				
Bahrain Islands, Dubai, Iran, Iraq, Israel, Jordan (Hashemite Kingdom of), Kuwait, Lebanon, Muscat, Saudi Arabia, Sharjah, Syria, Turkey	12½	7	5	5
AMERICA. —				
Canada, United States of America, Central and South America	22½	12	10	10
AUSTRALASIA. —				
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EASTERN COUNTRIES. —				
(a) Afghanistan, Burma, Ceylon, India, Pakistan, Thailand, Tibet	17½	9	5	7½
(b) Brunei, China, Cocos Islands, Formosa, Hong Kong, Indonesia, Korea, Macao, Malaysia, Manchuria, Philippines, Sabah, Sarawak, Timor	22½	12	10	10
(c) Japan.....	25	12½	10	10

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