

G 68 G
S. 559



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE



REGULASIEKOERANT No. 1082
As 'n Nuusblad by die Poskantoor Geregistreer

PRYS 10c PRICE
OORSEE 15c OVERSEAS
POSVRY—POST FREE

REGULATION GAZETTE No. 1082
Registered at the Post Office as a Newspaper

Vol. 43]

PRETORIA, 10 JANUARIE 1969
10 JANUARY

[No. 2262

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 51 10 Januarie 1969

LOONWET, 1957

LOONVASSTELLING No. 307

**TEE-, KOFFIE- EN SIGOREINYWERHEID,
SEKERE GEBIEDE**

In opdrag van die Minister van Arbeid word hierby, ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Tee-, Koffie- en Sigoreinywerheid, Sekere Gebiede, gemaak en die 3de dag van Februarie 1969 bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING.

Hierdie Vasstelling is van toepassing op alle werknemers, uitgesonderd bestuurders, in die Tee-, Koffie- en Sigoreinywerheid, en op die werkgewers van sodanige werknemers in die volgende gebiede:—

Kaapprovinsie.—Die landdrostdistrikte Bellville, Die Kaap, Simonstad en Wynberg en die munisipale gebiede van Oos-Londen en Port Elizabeth.

Natal.—Die landdrostdistrikte Durban, Inanda en Pinetown en die munisipale gebied van Estcourt.

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

A—35619

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 51 10 January 1969

WAGE ACT, 1957

WAGE DETERMINATION No. 307

**TEA, COFFEE AND CHICORY INDUSTRY,
CERTAIN AREAS**

By direction of the Minister of Labour it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister, under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Tea, Coffee and Chicory Industry, Certain Areas, and has fixed the 3rd day of February 1969 as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply to all employees, other than managers, in the Tea, Coffee and Chicory Industry, and to the employers of such employees in the following areas:—

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

Natal.—The Magisterial Districts of Durban, Inanda and Pinetown and the municipal area of Estcourt.

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

I—2262

2. WOORDOMSKRYWINGS.

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

(i) „Afdeling Kitsklaarkoffie” daardie afdeling van die Tee-, Koffie- en Sigoreinywerheid wat koffiepoeier, geursels of ekstrakte, gereed vir gebruik, vervaardig; (xlv)

(ii) „ambagsman” ’n werknemer wat werk doen wat in die reël deur ’n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordskrywing beteken die uitdrukking „geskoolde ambagsman” iemand wat sy leertyd uitgedien het in ’n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van ’n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of ’n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet; (iii)

(iii) „arbeider” ’n werknemer wat een of meer van die volgende werksaamhede verrig:—

(1) Op afleweringsvoertuie help maar nie bestuur of herstelwerk doen nie;

(2) deur middel van ’n nie-kragaangedrewe toestel dra, oplig, opstapel of verplaas;

(3) persele of voertuie of meubels, gereedskap of gerei of ander artikels skoonmaak;

(4) houers met ’n inhoud van meer as 10 lb toelym of met kleefstrokies toemaak;

(5) ’n masjien, uitgesonderd ’n vul-, verpakkings- of weegmasjien, voer of leegmaak;

(6) stortkaste met die hand vul;

(7) tuinwerk;

(8) voering in houers sit;

(9) met die hand laai of aflaai;

(10) tee of dergelike drankie vir werknemers of sy werkgewer maak of hulle daarmee bedien;

(11) vure maak of onderhou of as verwyder;

(12) tee met die hand of met ’n graaf meng;

(13) voertuie, uitgesonderd motorvoertuie, olie of smeer;

(14) onder toesig krane of kleppe oop- of toemaak (uitgesonderd in die afdeling kitsklaarkoffie);

(15) deure, kiste of sakke oop- of toemaak;

(16) ’n handhystoestel of goederehyser bedien;

(17) ’n nie-kragaangedrewe voertuig stoot of trek;

(18) karton- of veselbordhouers met die hand monteer;

(19) met die hand sjabloneer;

(20) roer;

(21) flesse met die hand was; (xlvi)

(iv) „assistent-brander” ’n werknemer wat, onder die algemene toesig van ’n brander, ’n brandmasjien bedien en monsters mag neem om die kleur of graad van ’n brandsel te toets; (v)

(v) „assistent-brander, gekwalifiseerd,” ’n assistent-brander met minstens 18 maande ondervinding; (vi)

(vi) „assistent-brander, ongekwalifiseerd,” ’n assistent-brander met minder as 18 maande ondervinding; (vii)

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

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) “Area A” means—

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

Natal.—The Magisterial Districts of Durban and Pinetown.

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

(ii) “Area B” means—

Natal.—The Magisterial District of Inanda and the municipal area of Estcourt; (xxxv)

(iii) “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 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act; (ii)

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

(v) “assistant roaster” means an employee who, under the general supervision of a roaster, operates a roasting machine and who may take samples to test the colour or the degree of a roast; (iv)

(vi) “assistant roaster, qualified,” means an assistant roaster who has had not less than 18 months’ experience; (v)

(vii) “assistant roaster, unqualified,” means an assistant roaster who has had less than 18 months’ experience; (vi)

(viii) “boiler attendant” means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler; (xi)

(ix) “casual employee” means an employee who is employed by the same employer on not more than three days in any week; (xlix)

(x) “chargehand” means an employee who is in charge of a group of labourers; (lv)

(xi) “chauffeur” means an employee (other than a traveller’s assistant) who is engaged in driving a motor vehicle which is 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 not containing the products of the establishment, except where such products are used or intended for use as samples; (xxvii)

(xii) “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; (xli)

(viii) „bediener van 'n drooginstallasie” 'n werknemer in die afdeling kitsklaarkoffie wat beheer het oor en verantwoordelik is vir die funksionering van 'n drooginstallasie; (xxv)

(ix) „bediener van 'n drooginstallasie, gekwalifiseerd,” 'n bediener van 'n drooginstallasie met minstens 18 maande ondervinding; (xxvi)

(x) „bediener van 'n drooginstallasie, ongekwalifiseerd,” 'n bediener van 'n drooginstallasie met minder as 18 maande ondervinding; (xxvii)

(xi) „bediener van 'n ekstraheerinstallasie” 'n werknemer in die afdeling kitsklaarkoffie wat beheer het oor en verantwoordelik is vir die meng van bestanddele en die funksionering van 'n ekstraheerinstallasie; (xxx)

(xii) „bediener van 'n ekstraheerinstallasie, gekwalifiseerd,” 'n bediener van 'n ekstraheerinstallasie met minstens 18 maande ondervinding; (xxxii)

(xiii) „bediener van 'n ekstraheerinstallasie, ongekwalifiseerd,” 'n bediener van 'n ekstraheerinstallasie met minder as 18 maande ondervinding; (xxxiii)

(xiv) „bediener van 'n meng- of maalmasjien, gekwalifiseerd,” 'n bediener van 'n meng- of maalmasjien met minstens 12 maande ondervinding; (l)

(xv) „bediener van 'n meng- of maalmasjien, ongekwalifiseerd,” 'n bediener van 'n meng- of maalmasjien met minder as 12 maande ondervinding; (li)

(xvi) „bediener van 'n mobiele hystoestel” 'n werknemer wat werk met 'n kragaangedrewe mobiele hystoestel wat by die laai, aflaai, versit of opstapel van goedere in 'n bedryfsinrigting gebruik word; (lii)

(xvii) „bediener van 'n mobiele hystoestel, gekwalifiseerd,” 'n bediener van 'n mobiele hystoestel met minstens drie maande ondervinding; (liii)

(xviii) „bediener van 'n mobiele hystoestel, ongekwalifiseerd,” 'n bediener van 'n mobiele hystoestel met minder as drie maande ondervinding; (liv)

(xix) „bediener van 'n verpakkingsmasjien” 'n werknemer wat 'n kragaangedrewe masjien bedien wat pakkies of sakkies maak, vorm of oopmaak en hulle vul of verseël; (lvii)

(xx) „bedryfsinrigting” 'n perseel waarop of in verband waarmee een of meer werknemers in die Tee-, Koffie- en Sigarenywerheid in diens is; (xxix)

(xxi) „bestuurder” 'n werknemer wat deur sy werkgever belas is met die algemene—

- (a) toesig oor,
- (b) verantwoordelikheid vir, en
- (c) leiding van

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werksaam is; (xlix)

(xxii) „bestuurder van 'n motorvoertuig” 'n werknemer wat 'n motorvoertuig bestuur, en by die toepassing van hierdie woord-omskrywing omvat die uitdrukking „'n motorvoertuig bestuur” alle tydperke wat hy bestuur, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos gereed te bly om te bestuur; (xxi)

(xxiii) „bestuurder-verkoopsman” 'n werknemer wat goedere vanaf 'n motorvoertuig aflewer en verkoop, wat sodanige voertuig bestuur en wat bestellings mag werf; (xxii)

(xxiv) „bestuurder-verkoopsman, gekwalifiseerd,” 'n bestuurder-verkoopsman met minstens ses maande ondervinding; (xxiii)

(xxv) „bestuurder-verkoopsman, ongekwalifiseerd,” 'n bestuurder-verkoopsman met minder as ses maande ondervinding; (xxiv)

(xxvi) „brander” 'n werknemer wat in beheer is van die brandproses en wat algemene toesig oor assistent-branders hou en wat temperature, brandtye, materiaalverbruik en gewigte mag aanteken; (lix)

(xxvii) „chauffeur” 'n werknemer (uitgesonderd 'n handelsreisiger se hulp) wat 'n motorvoertuig bestuur wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgever of van personeel, klante of besoekers en waarmee ook dokumente of pakkette vervoer mag word wat nie die produkte van die bedryfsinrigting bevat nie, behalwe waar sodanige produkte as monsters gebruik word of vir gebruik as sodanig bedoel word; (xi)

(xxviii) „dag” 'n tydperk van 24 uur van middernag tot middernag: Met dien verstande dat, in die geval van 'n deurlopendeproseswerker of 'n skofwerker, dit 'n tydperk van 24 uur, bereken vanaf die tyd wat die werknemer met sy werk begin, beteken; (xix)

(xxix) „deurlopendeproseswerker” 'n werknemer wat 'n werksaamheid verrig in die afdeling kitsklaarkoffie waarby drie opeenvolgende skofte per dag op sewe dae van die week ononderbroke gewerk moet word; (xviii)

(xiii) „clerk, female, qualified,” means a female clerk who has had not less than four years' experience; (xlv)

(xiv) „clerk, female, unqualified,” means a female clerk who has had less than four years' experience; (xlv)

(xv) „clerk, male, qualified,” means a male clerk who has had not less than five years' experience; (xlii)

(xvi) „clerk, male, unqualified,” means a male clerk who has had less than five years' experience; (xlii)

(xvii) „commission work” means any system under which a traveller's remuneration is calculated on the value or number of orders submitted by him to, and accepted by, his employer; (xlv)

(xviii) „continuous-process worker” means an employee who is engaged in an activity in the instant coffee section in which continuous working by means of three consecutive shifts per day on seven days per week is necessary; (xxix)

(xix) „day” means the period of 24 hours from midnight to midnight: Provided that in the case of a continuous-process worker or a shift worker it shall mean a period of 24 hours reckoned from the time such an employee commences work; (xxviii)

(xx) „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 goods or packages; (lxvi)

(xxi) „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; (xxii)

(xxii) „driver-salesman” means an employee who delivers and sells goods from a motor vehicle, who drives such vehicle and who may canvass for orders; (xxiii)

(xxiii) „driver-salesman, qualified,” means a driver salesman who has had not less than six months' experience; (xxiv)

(xxiv) „driver-salesman, unqualified,” means a driver-salesman who has had less than six months' experience; (xxv)

(xxv) „drying plant operator” means an employee in the instant coffee section who is in charge of and responsible for the operation of a drying plant; (viii)

(xxvi) „drying plant operator, qualified,” means a drying plant operator who has had not less than 18 months' experience; (ix)

(xxvii) „drying plant operator, unqualified,” means a drying plant operator who has had less than 18 months' experience; (x)

(xxviii) „emergency work” means—

(1) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay;

(2) any work in connection with the loading or unloading of—

(i) ships;

(ii) trucks or vehicles of the South African Railways and Harbours; or

(iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours; or

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

(4) any work necessitated by a delay in the drying of soluble coffee owing to weather conditions; (liii)

(xxix) „establishment” means any premises in or in connection with which one or more employees are employed in the Tea, Coffee and Chicory Industry; (xx)

(xxx) „experience” means—

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

(xxx) „fabrieksklerk” ’n werknemer wat onder die algemene toesig van ’n voorman of ’n gekwalifiseerde manlike klerk een of meer van die volgende werksaamhede verrig:—

- (1) Van bestelformuliere of fakture bestellings opmaak;
- (2) etikette of verpakkingsmateriaal uitreik en daarvan aantekening hou;
- (3) passe, dienssertifikate of tydkaarte uitreik;
- (4) vrag- of afleveringsbriewe uitskrif of liasseer;
- (5) uitgaande of inkomende voorrade aanteken; (xxxiv)

(xxxv) „fabrieksklerk, gekwalifiseerd,” ’n fabrieksklerk met minstens 12 maande ondervinding; (xxxv)
 (xxxvi) „fabrieksklerk, ongekwalifiseerd,” ’n fabrieksklerk met minder as 12 maande ondervinding; (xxxvi)

(xxxvii) „faktotum” ’n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks gebruik word by die vervaardiging van die produkte van ’n bedryfsinrigting, en wat ook kleinere herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wat gewoonlik deur ’n ambagsman gedoen word nie; (xlv)

(xxxiv) „Gebied A”—

Kaapprovinsie.—Die landdrostdistrikte Bellville, Die Kaap, Simonstad en Wynberg en die munisipale gebiede van Oos-Londen en Port Elizabeth;

Natal.—Die landdrostdistrikte Durban en Pinetown;

Transvaal.—Die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Randfontein, Rodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria, en die munisipale gebied van Pretoria; (i)

(xxxv) „Gebied B”—

Natal.—Die landdrostdistrik Inanda en die munisipale gebied van Estcourt; (ii)

(xxxvi) „handelsreisiger” ’n werknemer wat as ’n reisende verteenwoordiger van ’n bedryfsinrigting vir so ’n inrigting bestellings werf, vra of soek; (lxix)

(xxxvii) „handelsreisiger, gekwalifiseerd,” ’n handelsreisiger met minstens vier jaar ondervinding; (lxx)

(xxxviii) „handelsreisiger, ongekwalifiseerd,” ’n handelsreisiger met minder as vier jaar ondervinding; (lxxi)

(xxxix) „handelsreisiger se hulp” ’n werknemer wat ’n handelsreisiger vergesel en hom help met die inpak, uitpak of vertoon van sy monsters en wat die motorvoertuig mag bestuur wat die handelsreisiger in die uitvoering van sy werk gebruik; (lxxii)

(xl) „ketelbediener” ’n werknemer wat onder algemene toesig die waterpeil en stoomdruk in ’n stoomketel in stand hou en wat die vuur in sodanige stoomketel mag maak, stook of uithaal; (viii)

(xli) „klerk” ’n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook ’n kassier, magasynman, versendingsklerk en telefoonskakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so ’n werknemer se werk; (xii)

(xlii) „klerk, man, gekwalifiseerd,” ’n manlike klerk met minstens vyf jaar ondervinding; (xv)

(xliii) „klerk, man, ongekwalifiseerd,” ’n manlike klerk met minder as vyf jaar ondervinding; (xvi)

(xliv) „klerk, vrou, gekwalifiseerd,” ’n vroulike klerk met minstens vier jaar ondervinding; (xiii)

(xlv) „klerk, vrou, ongekwalifiseerd,” ’n vroulike klerk met minder as vier jaar ondervinding; (xiv)

(xlvii) „kommissiewerk” ’n stelsel waarvolgens ’n handelsreisiger se besoldiging bereken word volgens die getal of waarde van die bestellings wat hy aan sy werkgever voorlê en wat laasgenoemde aanvaar; (xvii)

(xlviii) „korttyd” ’n tydelike vermindering van die getal gewone werke te wyte aan ’n slapte in die bedryf, ’n tekort aan grondstowwe of ’n algemene onklaarraking van masjinerie of installasie of aan die feit dat die geboue werklik onbruikbaar is of dreig om dit te word; (lxii)

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

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

(2) in relation to any other class of employee, the total period or periods of employment which an employee has had in his class in the Tea, Coffee and Chicory Industry; (lvi)

(xxxi) „extraction plant operator” means an employee in the instant coffee section who is in charge of and responsible for the mixing of ingredients and the operation of an extraction plant; (xi)

(xxxii) „extraction plant operator, qualified,” means an extraction plant operator who has had not less than 18 months’ experience; (xii)

(xxxiii) „extraction plant operator, unqualified,” means an extraction plant operator who has had less than 18 months’ experience; (xiii)

(xxxiv) „factory clerk” means an employee who, under the general 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 order forms or invoices;
- (2) issuing labels or packing materials and keeping records thereof;
- (3) issuing passes, certificates of service or time cards;
- (4) making out or filing consignment or delivery notes;
- (5) recording outgoing or incoming stocks; (xxx)

(xxxv) „factory clerk, qualified,” means a factory clerk who has had not less than 12 months’ experience; (xxxi)

(xxxvi) „factory clerk, unqualified,” means a factory clerk who has had less than 12 months’ experience; (xxxii)

(xxxvii) „foreman” means an employee who is in charge of the employees in an establishment or a section of an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (lxvii)

(xxxviii) „Grade I employee” means an employee who is engaged in any one or more of the following capacities or activities:—

- (1) Boiling sugar;
- (2) closing bags or other containers by sewing or stapling machine;
- (3) cooking food;
- (4) closing or sealing metal containers by machine;
- (5) cutting stencils;
- (6) filling bottles, bags or other containers, other than the filling of bottles with liquid coffee, in quantities under 10 lb;
- (7) folding or pasting wrappers;
- (8) heat sealing containers;
- (9) labelling or perforating labels;
- (10) making boxes by machine;
- (11) making paper bags or linings;
- (12) marking or branding;
- (13) opening or closing cocks or valves in the instant coffee section;
- (14) operating a grading, paper cutting or washing machine;
- (15) operating an evaporation plant in the instant coffee section;
- (16) operating a vacuumising or seaming machine;
- (17) packing made-up packets of different sizes or weights for despatch or stores;
- (18) packing machine operator;
- (19) setting sizes on paper cutting machines;
- (20) taking off soluble coffee powder and marking containers;
- (21) weighing or recording weights; (lxix)

(xxxix) Grade I employee, qualified,” means a Grade I employee who has had not less than nine months’ experience; (lxx)

(xl) „Grade I employee, unqualified,” means a Grade I employee who has had less than nine months’ experience; (lxxi)

(xli) „Grade II employee” means an employee who is engaged in any one or more of the following activities:—

- (1) Cleaning machinery or plant;
- (2) closing, by glueing or with gummed strips, containers containing less than 10 lb;
- (3) delivering, conveying or collecting messages, parcels, letters or goods on foot or by means of a non-power-driven vehicle;
- (4) filling bottles with liquid coffee by hand;
- (5) filling bottles (other than with liquid coffee by hand), bags or other containers in quantities of 10 lb or over;
- (6) packing articles of uniform size and number into containers specially made to contain such articles;
- (7) repairing boxes or crates by hand; (lxxii)

(xlii) „Grade II employee, qualified,” means a Grade II employee who has had not less than three months’ experience; (lxxiii)

(xliii) „Grade II employee, unqualified,” means a Grade II employee who has had less than three months’ experience; (lxxiv)

(ii) dat die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar 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; (lxxiv)

(xlix) „los werknemer” 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (ix)

(l) „magasynman” 'n werknemer wat algemene beheer het oor die voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n magasyn of pakhuis aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending te lewer; (lxiii)

(li) „masjienbediener” 'n werknemer wat 'n kragaangedrewe masjien bedien, versorg, aanskakel of afskakel, wat die werk deur die masjien gelewer nasien of kontroleer, wat kleinere lopende verstellings aan die masjien mag doen en wat sodanige masjien mag voer of leegmaak en die uitdrukking „'n masjien bedien” het 'n ooreenstemmende betekenis; (xlviii)

(lii) „motorvoertuig” 'n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere, uitgesonderd 'n handelsreisi-ger se monsters, en omvat dit ook 'n voorhaker en 'n trekker maar nie 'n mobiele hystoestel nie; (lv)

(liii) „noodwerk” —

(1) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal, of 'n onklaarraking van installasie of masjinerie sonder versuim gedoen moet word;

(2) enige werk in verband met die laai of aflaai van—

(i) skepe;

(ii) spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens;

(iii) voertuie wat deur 'n vervoerkontraakteur gebruik word in die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens;

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

(4) enige werk wat deur oponthoud weens weersomstandighede by die droogmaak van oplosbare koffie genoodsaak word; (xxviii)

(liv) „onbelaste gewig” die gewig van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n twee- of driewielige motorfiets, bromponie of bromfiets of trapfiets met hulpmotor, die onbelaste gewig geag word hoogstens 1,000 lb te wees; (lxxiii)

(lv) „onderbaas” 'n werknemer wat in beheer is van 'n groep arbeiders; (x)

(lvi) „ondervinding”, met betrekking tot—

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

(2) enige ander klas werknemer, die totale tydperk of tydperke diens wat hy as werknemer van sy klas in die Tee-, Koffie- of Sigoreinywerheid gehad het; (xxx)

(lvii) „oortyd” daardie gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgewer werk en wat langer is as die onderskeie werkure in subklousule (1), (2) of (3) van klousule 5 vir sodanige werknemer voorgeskryf, maar omvat dit nie ook 'n tydperk waarin 'n werknemer—

(i) wie se gewone werkure in klousule 5 (1) voorgeskryf word, op 'n Sondag vir sy werkgewer werk nie;

(ii) wie se gewone werkure in klousule 5 (2) voorgeskryf word, gedurende sy vry periode in klousule 5 (10) voorgeskryf, vir sy werkgewer werk nie; (lvi)

(lviii) „senior bestuurs- of administratiewe werknemer” 'n werknemer wat deur die werkgewer belas is met werk wat die verantwoordelikheid meebring om by die uitvoering van die bedryfsinrigting se werksaamhede besluite van 'n administratiewe aard te neem; (lx)

(lix) „skofwerker” 'n werknemer wat skofwerk doen in 'n bedryfsinrigting waarin drie opeenvolgende skofte per dag op vry of ses dae in 'n week gewerk word; (lxi)

(lx) „sleepwa” 'n vervoermiddel wat deur 'n motorvoertuig getrek word; (lxviii)

(lxi) „stukwerk” 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (lviii)

(xlv) „handyman” means an employee who is engaged in making minor repairs or adjustments to machinery or equipment other than machinery or equipment directly used 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; (xxxiii)

(xlv) “instant coffee section” means that section of the Tea, Coffee and Chicory Industry which is engaged in the manufacture of ready to use coffee powder, essences or extracts; (i)

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

(1) Assisting on delivery vehicles, other than driving or effecting repairs;

(2) carrying, lifting, stacking or moving, by non-power-driven device;

(3) cleaning premises or vehicles or furniture, tools, utensils or other articles;

(4) closing, by glueing or with gummed strips, containers containing more than 10 lb;

(5) feeding or taking off from a machine, other than a filling, packing or weighing machine;

(6) filling hoppers by hand;

(7) gardening work;

(8) lining containers;

(9) loading or unloading by hand;

(10) making tea or similar beverages for or serving such to employees or his employer;

(11) making or maintaining fires or removing ashes;

(12) mixing tea by hand or shovel;

(13) oiling or greasing vehicles, other than motor vehicles;

(14) opening or closing cocks or valves (other than in the instant coffee section) under supervision;

(15) opening or closing doors, boxes or bags;

(16) operating a hand hoist or goods lift;

(17) pushing or pulling a non-power-driven vehicle;

(18) setting up cardboard or fibre board containers by hand;

(19) stencilling by hand;

(20) stirring;

(21) washing bottles by hand; (iii)

(xlvii) “law” includes the common law; (lxxv)

(xlviii) “machine operator” means an employee who operates, attends, starts or stops a power-driven machine who scrutinises or checks the work done by the machine, who may make minor running adjustments to the machine and who may feed into, or take off from, such machine, and the expression “operating a machine” has a corresponding meaning; (li)

(xlix) “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; (xxi)

(l) “mixing or grinding machine operator, qualified,” means a mixing or grinding machine operator who has had not less than 12 months' experience; (xiv)

(li) “mixing or grinding machine operator, unqualified,” means a mixing or grinding machine operator who has had less than 12 months' experience; (xv)

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

(liii) “mobile hoist operator, qualified,” means a mobile hoist operator who has had not less than three months' experience; (xvii)

(liv) “mobile hoist operator, unqualified,” means a mobile hoist operator who has had less than three months' experience; (xviii)

(lv) “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; (lii)

(lvi) “overtime” means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in subclause (1), (2) or (3) of clause 5, but does not include any period during which an employee—

(i) whose ordinary hours of work are prescribed in clause 5 (i), works for his employer on a Sunday;

(ii) whose ordinary hours of work are prescribed in clause 5 (2), works for his employer during his free period prescribed in clause 5 (10); (lvii)

(lxii) „tee” ook rooibos- en bossiestee; (lxvi)
(lxiii) „Tee-, Koffie- en Sigoreinywerheid” die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om een of meer van die volgende werksaamhede te verrig, naamlik—

(a) die verpak of toedraai van tee, koffie, sigorei of enige produk wat vir vermenging met koffie of sigorei, of vir byvoeging by koffie of sigorei gebruik word;

(b) die brand of maal van koffie, sigorei of enige produk wat vir vermenging of vir byvoeging by koffie of sigorei gebruik word;

(c) die vervaardiging van tee- of koffiepoeier, geursels of ekstrakte, gereed vir gebruik;

en omvat alle werksaamhede wat met enigeen van voornoemde bedrywighede in verband staan of daaruit voortspruit; (lxv)

(lxiv) „tegniese of professionele werknemer” ’n werknemer wat deur sy werkgewer belas is met die uitvoering van werk van ’n tegniese of professionele aard; (lxvii)

(lxv) „toesighouer” ’n werknemer wat toesig hou oor ’n groep werknemers graad I of graad II en wat verder toesig mag hou oor ’n groep arbeiders; (lxiv)

(lxvi) „versendingsklerk” ’n werknemer wat belas is met die versending of verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, weeg, verpakking, merk, adresseer of versending van goedere of pakkette; (xx)

(lxvii) „voorman” ’n werknemer wat aan die hoof staan van die werknemers in ’n bedryfsinrigting of ’n afdeling van ’n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer; (xxxvii)

(lxviii) „wag” ’n werknemer wat ’n perseel of eiendom bewaak; (lxv)

(lxix) „werknemer, graad I”, ’n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:—

(1) Suiker kook;
(2) sakke of ander houers met ’n naai- of krammasjien toemaak;

(3) koskook;

(4) metaalhousers met ’n masjien sluit of verseël;

(5) sjabloneerplate sny;

(6) flesse, sakke of ander houers met hoeveelhede van minder as 10 lb vul, uitgesonderd flesse met vloeibare koffie vul;

(7) omslae vou of vasplak;

(8) houers met hitte verseël;

(9) etiketteer of etikette perforeer;

(10) kiste met ’n masjien vervaardig;

(11) papiersakke of voerings maak;

(12) merk of brandmerk;

(13) krane of kleppe in die afdeling kitsklaarkoffie oop- of toemaak;

(14) ’n sorteer-, papiersny- of wasmasjien bedien;

(15) ’n verdampingsinstallasie in die afdeling kitsklaarkoffie bedien;

(16) ’n lugonttrekkings- of naatmasjien bedien;

(17) klaargemaakte pakkies van verskillende grootte of gewig vir versending of opslag verpak;

(18) bediener van ’n verpakkingsmasjien;

(19) papiersnymasjiene op maat stel;

(20) oplosbare koffiepoeier afneem en houers merk;

(21) weeg of gewigte aanteken; (xxxviii)

(lxx) „werknemer, graad I, gekwalifiseerd,” ’n werknemer, graad I, met minstens nege maande ondervinding; (xxxix)

(lxxi) „werknemer, graad I, ongekwalifiseerd,” ’n werknemer, graad I, met minder as nege maande ondervinding; (xl)

(lxxii) „’n werknemer, graad II” ’n werknemer wat een of meer van die volgende werksaamhede verrig:—

(1) Masjinerie of installasie skoonmaak;

(2) houers met ’n inhoud van minder as 10 lb toelyst of met kleefstrokie toemaak;

(3) boodskappe, pakkies, briewe of goedere te voet of met ’n nie-kragaangedrewe voertuig aflewer, oordra of ophaal;

(4) flesse met vloeibare koffie met die hand vul;

(5) flesse, sakke of ander houers met hoeveelhede van 10 lb of meer vul (uitgesonderd flesse met die hand met vloeibare koffie vul);

(6) artikels van gelyke grootte en getal verpak in houers spesiaal gemaak om sodanige artikels te bevat;

(7) kiste of kratte met die hand herstel; (xli)

(lxxiii) „werknemer, graad II, gekwalifiseerd,” ’n werknemer, graad II, met minstens drie maande ondervinding; (xlii)

(lxxiv) „werknemer, graad II, ongekwalifiseerd,” ’n werknemer, graad II, met minder as drie maande ondervinding; (xliii)

(lxxv) „Wet” ook die gemene reg. (xlvi)

(lvii) „packing machine operator” means an employee who operates a power-driven machine which makes, forms or opens packets or bags and fills or seals them; (xix)

(lviii) „piece-work” means any system under which an employee’s remuneration is based on the quantity of work done; (lxi)

(lix) „roaster” means an employee who is in charge of the roasting process and who is in general supervision of assistant roasters and who may record temperatures, roasting times, materials used and weights; (xxvi)

(lx) „senior managerial or administrative employee” means an employee who is charged by his employer with the performance of work entailing responsibility for taking decisions of an administrative character in the conduct of the activities of an establishment; (lviii)

(lxi) „shift worker” means an employee who is engaged on shift work in an establishment in which three consecutive shifts per day on five or six days per week are worked; (lix)

(lxii) „short-time” means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a general breakdown of plant or machinery or an actual breakdown or threatened breakdown of buildings; (xlvii)

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

(lxiv) „supervisor” means an employee who is in charge of a group of Grade I employees or Grade II employees and who may in addition be in charge of a group of labourers; (lxv)

(lxv) „Tea, Coffee and Chicory Industry” means the industry in which employers and employees are associated for the purpose of performing any one or more of the following activities, viz.—

(a) The packing or wrapping of tea, coffee or chicory or any product used either for blending with coffee or chicory, or for adding to coffee or chicory;

(b) the roasting or grinding of coffee, chicory or any product used either for blending with coffee or chicory or for adding to coffee or chicory;

(c) the manufacture of ready-to-use tea or coffee powder, essences or extracts;

and includes all operations incidental to or consequent on any of the aforesaid activities; (lxiii)

(lxvi) „tea” includes red-bush tea and bush tea; (lxii)

(lxvii) „technical or professional employee” means an employee who is charged by his employer with the performance of work of a technical or professional character; (lxiv)

(lxviii) „trailer” means any conveyance drawn by a motor vehicle; (lx)

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

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

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

(lxxii) „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; (xxxix)

(lxxiii) „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 a cycle fitted with an auxiliary engine the unladen weight shall be deemed not to exceed 1,000 lb; (liv)

(lxxiv) „wage” means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided—

(i) that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;

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

(lxxv) „watchman” means an employee who is engaged in guarding premises or property. (lxviii)

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

3. BESOLDIGING.

(1) Die minimum loon wat 'n werkgever aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal, is dié hieronder uiteengesit:—

(a) *Werknemers, uitgesonderd los werknemers—*

(i)

	In die munisipale gebied van Estcourt.	In alle ander gebiede.
	Per week. R	Per week. R
Ambagsman.....	39.10	39.10
Assistent-voorman.....	27.60	31.05
Assistent-brander, ongekwalifiseerd— gedurende die eerste ses maande onder- vinding.....	8.70	9.70
gedurende die tweede ses maande onder- vinding.....	10.80	11.70
gedurende die derde ses maande onder- vinding.....	13.30	15.00
Assistent-brander, gekwalifiseerd.....	16.10	18.20
Chauffeur.....	11.30	11.30
Klerk, vrou, ongekwalifiseerd— gedurende die eerste jaar ondervinding....	10.38	11.08
gedurende die tweede jaar ondervinding....	12.12	13.04
gedurende die derde jaar ondervinding....	13.85	15.00
gedurende die vierde jaar ondervinding....	15.58	16.96
Klerk, vrou, gekwalifiseerd.....	17.31	18.92
Klerk, man, ongekwalifiseerd— gedurende die eerste jaar ondervinding....	11.54	12.00
gedurende die tweede jaar ondervinding....	14.31	15.46
gedurende die derde jaar ondervinding....	17.08	18.92
gedurende die vierde jaar ondervinding....	19.85	22.38
gedurende die vyfde jaar ondervinding....	22.62	25.85
Klerk, man, gekwalifiseerd.....	25.39	29.54
Bediener van 'n drooginstallasie, en Bediener van 'n ekstraheerinstallasie, ongekwalifi- seerd— gedurende die eerste ses maande onder- vinding.....	8.70	9.70
gedurende die tweede ses maande onder- vinding.....	10.80	11.70
gedurende die derde ses maande onder- vinding.....	13.30	15.00
Bediener van 'n drooginstallasie en Bediener van 'n ekstraheerinstallasie, gekwalifiseerd..	16.10	18.20
Fabrieksklerk, ongekwalifiseerd— gedurende die eerste ses maande onder- vinding.....	8.70	10.50
gedurende die tweede ses maande onder- vinding.....	9.70	11.50
Fabrieksklerk, gekwalifiseerd.....	10.80	12.50
Voorman.....	37.50	42.00
Faktotum.....	13.80	16.50
Bediener van 'n meng- of maalmasjien, onge- kwalifiseerd— gedurende die eerste drie maande onder- vinding.....	7.70	9.00
gedurende die tweede drie maande onder- vinding.....	8.70	10.00
gedurende die derde drie maande onder- vinding.....	9.70	11.00
gedurende die vierde drie maande onder- vinding.....	10.70	12.00
Bediener van 'n meng- of maalmasjien, gekwa- lifiseerd.....	11.70	13.00
Bediener van 'n mobiele hystoestel, ongekwa- lifiseerd.....	7.00	9.00
Bediener van 'n mobiele hystoestel, gekwa- lifiseerd.....	8.00	10.00
Brander.....	22.00	24.00
Toesighouer.....	16.10	18.20
Handelsreisiger, ongekwalifiseerd— gedurende die eerste jaar ondervinding....	30.00	30.00
gedurende die tweede jaar ondervinding....	32.54	32.54
gedurende die derde jaar ondervinding....	35.08	35.08
gedurende die vierde jaar ondervinding....	37.62	37.62
Handelsreisiger, gekwalifiseerd.....	40.38	40.38
Handelsreisiger se hulp.....	12.00	12.00

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

3. REMUNERATION.

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

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

(i)

	In the municipal area of Estcourt.	In all other areas.
	Per week. R	Per week. R
Artisan.....	39.10	39.10
Assistant foreman.....	27.60	31.05
Assistant roaster, unqualified— during the first six months of experience....	8.70	9.70
during the second six months of experience...	10.80	11.70
during the third six months of experience...	13.30	15.00
Assistant roaster, qualified.....	16.10	18.20
Chauffeur.....	11.30	11.30
Clerk, female, unqualified— during the first year of experience.....	10.38	11.08
during the second year of experience.....	12.12	13.04
during the third year of experience.....	13.85	15.00
during the fourth year of experience.....	15.58	16.96
Clerk, female, qualified.....	17.31	18.92
Clerk, male, unqualified— during the first year of experience.....	11.54	12.00
during the second year of experience.....	14.31	15.46
during the third year of experience.....	17.08	18.92
during the fourth year of experience.....	19.85	22.38
during the fifth year of experience.....	22.62	25.85
Clerk, male, qualified.....	25.39	29.54
Drying plant operator and extraction plant operator, unqualified— during the first six months of experience....	8.70	9.70
during the second six months of experience...	10.80	11.70
during the third six months of experience...	13.30	15.00
Drying plant operator and extraction plant operator, qualified.....	16.10	18.20
Factory clerk, unqualified— during the first six months of experience....	8.70	10.50
during the second six months of experience...	9.70	11.50
Factory clerk, qualified.....	10.80	12.50
Foreman.....	37.50	42.00
Handyman.....	13.80	16.50
Mixing or grinding machine operator, unqualified— during the first three months of experience...	7.70	9.00
during the second three months of experience.....	8.70	10.00
during the third three months of experience.....	9.70	11.00
during the fourth three months of experience.....	10.70	12.00
Mixing or grinding machine operator, qualified.....	11.70	13.00
Mobile hoist operator, unqualified.....	7.00	9.00
Mobile hoist operator, qualified.....	8.00	10.00
Roaster.....	22.00	24.00
Supervisor.....	16.10	18.20
Traveller, unqualified— during the first year of experience.....	30.00	30.00
during the second year of experience.....	32.54	32.54
during the third year of experience.....	35.08	35.08
during the fourth year of experience.....	37.62	37.62
Traveller, qualified.....	40.38	40.38
Traveller's assistant.....	12.00	12.00

(ii)

	In die landdrosdistrikte Bellville, Die Kaap, Simonstad en Wynberg.	In die munisipale gebied van Port Elizabeth, die landdrosdistrikte Durban en Pinetown en alle gebiede in Transvaal.	In die munisipale gebied van Oos-Londen en die landdrosdistrik Inanda.	In die munisipale gebied van Estcourt.
	Per week. R	Per week. R	Per week. R	Per week. R
Ketelbediener.....	9.75	9.25	8.75	6.75
Onderbaas.....	9.75	9.25	8.75	6.75
Werknemer, graad I, vrou, ongekwalifiseerd—				
gedurende die eerste drie maande ondervinding.....	7.65	7.30	6.70	5.00
gedurende die tweede drie maande ondervinding.....	8.15	7.80	7.20	5.50
gedurende die derde drie maande ondervinding.....	8.95	8.75	8.45	7.00
Werknemer graad I, vrou, gekwalifiseerd.....	9.75	9.75	9.50	8.50
Werknemer graad I, man, ongekwalifiseerd—				
gedurende die eerste drie maande ondervinding.....	9.00	8.50	8.00	6.00
gedurende die tweede drie maande ondervinding.....	9.50	9.25	8.50	6.50
gedurende die derde drie maande ondervinding.....	10.20	10.00	9.70	8.00
Werknemer graad I, man, gekwalifiseerd.....	11.00	11.00	10.50	9.75
Werknemer graad II, vrou, ongekwalifiseerd.....	7.65	7.30	6.70	5.00
Werknemer graad II, vrou, gekwalifiseerd.....	8.15	7.80	7.20	5.50
Werknemer graad II, man, ongekwalifiseerd.....	9.00	8.75	8.00	6.00
Werknemer graad II, man, gekwalifiseerd.....	9.50	9.25	8.50	6.50
Arbeider, vrou.....	7.20	6.80	6.40	4.80
Arbeider, man, 18 jaar of ouer.....	9.00	8.50	8.00	6.00
Arbeider, man, onder 18 jaar.....	6.75	6.40	6.00	4.50
Wag.....	9.75	9.25	8.75	6.75
Werknemer nie elders in hierdie subklousule uitdruklik gemeld nie	10.25	10.25	10.25	9.75

(ii)

	In die Magisterial Districts of Bellville, the Cape, Simonstown and Wynberg.	In the municipal area of Port Elizabeth, the Magisterial Districts of Durban and Pinetown, and all areas in the Transvaal.	In the municipal area of East London and the Magisterial District of Inanda.	In the municipal area of Estcourt.
	Per week. R	Per week. R	Per week. R	Per week. R
Boiler attendant.....	9.75	9.25	8.75	6.75
Chargehand.....	9.75	9.25	8.75	6.75
Grade I employee, female, unqualified—				
during the first three months of experience.....	7.65	7.30	6.70	5.00
during the second three months of experience.....	8.15	7.80	7.20	5.50
during the third three months of experience.....	8.95	8.75	8.45	7.00
Grade I employee, female, qualified.....	9.75	9.75	9.50	8.50
Grade I employee, male, unqualified—				
during the first three months of experience.....	9.00	8.50	8.00	6.00
during the second three months of experience.....	9.50	9.25	8.50	6.50
during the third three months of experience.....	10.20	10.00	9.70	8.00
Grade I employee, male, qualified.....	11.00	11.00	10.50	9.75
Grade II employee, female, unqualified.....	7.65	7.30	6.70	5.00
Grade II employee, female, qualified.....	8.15	7.80	7.20	5.50
Grade II employee, male, unqualified.....	9.00	8.75	8.00	6.00
Grade II employee, male, qualified.....	9.50	9.25	8.50	6.50
Labourer, female.....	7.20	6.80	6.40	4.80
Labourer, male, of or over the age of 18 years.....	9.00	8.50	8.00	6.00
Labourer, male, under the age of 18 years.....	6.75	6.40	6.00	4.50
Watchman.....	9.75	9.25	8.75	6.75
Employee not elsewhere in this subclause specifically mentioned...	10.25	10.25	10.25	9.75

(iii)

	In die munisipale gebied van Estcourt	In alle ander gebiede
	Per week R	Per week R
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—		
(i) hoogstens 1,000 lb is.....	9.40	11.50
(ii) meer as 1,000 lb maar minder as 1,500 lb is.....	11.00	12.90
(iii) meer as 1,500 lb maar minder as 6,000 lb is.....	13.60	16.10
(iv) meer as 6,000 lb maar minder as 10,000 lb is.....	15.65	19.30
(v) meer as 10,000 lb is.....	19.30	23.00
Bestuurder-verkoopsman, gekwalifiseerd....	21.00	25.50
Bestuurder-verkoopsman, ongekwalifiseerd..	18.00	23.00
Met dien verstande dat indien 'n bestuurder-verkoopsman 'n motorvoertuig bestuur waarvan die onbelaste gewig meer as 6,000 lb is, die lone in hierdie vasstelling vir hierdie klas werknemer voorgeskryf met R2 per week verhoog moet word.		

(b) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag, wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat, waar die werkgewer van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking „weekloon” die weekloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word, en voorts met dien verstande dat, waar die werkgewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent verminder mag word.

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

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

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

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

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

Met dien verstande dat—

(i) die bepalings van hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus;

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

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

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

(iii)

	In the municipal area of Estcourt	In all other areas
	Per week R	Per week R
Driver of a motor vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—		
(i) does not exceed 1,000 lb.....	9.40	11.50
(ii) exceeds 1,000 lb but not 1,500 lb.....	11.00	12.90
(iii) exceeds 1,500 lb but not 6,000 lb.....	13.60	16.10
(iv) exceeds 6,000 lb but not 10,000 lb.....	15.65	19.30
(v) exceeds 10,000 lb.....	19.30	23.00
Driver salesman, qualified.....	21.00	25.50
Driver salesman, unqualified.....	18.00	23.00
Provided that when a driver salesman drives a motor vehicle the unladen weight of which exceeds 6,000 lb the wages prescribed herein for this class of employee shall be increased by R2 per week.		

(b) *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 50 per cent.

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

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

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

is prescribed in subclause (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 that—

(i) the provisions of this subclause shall not apply where the difference between classes in terms of subclause (1) is based on age, experience or sex;

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

(c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—

(i) ses-en-veertig, in die geval van 'n werknemer in die afdeling kitsklaarkoffie;

(ii) vyf-en-veertig, in die geval van enige ander werknemer.

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

(a) aan 'n handelsreisiger wat van sy werkgever se motorvoertuig gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgever hom alle redelike uitgawes vergoed wat hy in die uitvoering van sy pligte in verband met sodanige vervoer aangegaan het, en by die toepassing van hierdie subklousule word die koste verbonde aan die stalling van 'n motorvoertuig oornag, geag 'n vervoeruitgawe te wees;

(b) aan 'n handelsreisiger van wie vereis word om 'n motorvoertuig vir die uitvoering van sy pligte te verskaf, moet sy werkgever hom vir elke myl wat hy in die uitvoering van sy pligte afgelê het, 'n vervoertoelae betaal van minstens, in die geval van—

- | | |
|---|----------|
| (i) 'n voertuig waarvan die gewig hoogstens 2,500 pond is en wat hoogstens vier silinders het..... | 7½ sent; |
| (ii) 'n voertuig waarvan die gewig oor die 2,500 pond is maar nie oor die 2,900 pond nie en wat hoogstens vier silinders het..... | 8½ sent; |
| (iii) 'n voertuig waarvan die gewig hoogstens 2,900 pond is en wat meer as vier silinders het..... | 8½ sent; |
| (iv) 'n voertuig waarvan die gewig oor die 2,900 pond is | 11 sent; |

en by die toepassing van hierdie subklousule beteken die uitdrukking „gewig” die gewig aangeteken 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) *Onderhoudstoelae en -uitgawes.*—Benewens die betaling van enige ander besoldiging verskuldig—

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

(i) moet sy werkgever hom alle redelike uitgawes vergoed wat hy in iedere sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangegaan het;

(ii) moet sy werkgever hom 'n onderhoudstoelae van minstens vier rand vyftig sent vir iedere nag betaal as so 'n afwesigheid oor een of meer nagte strek;

(b) aan 'n handelsreisiger se hulp wat, wanneer hy 'n handelsreisiger vergesel op enige reis wat die handelsreisiger in die uitvoering van sy pligte onderneem, vir 'n langer tydperk as ses agtereenvolgende ure van sy woonplek en sy werkgever se bedryfsinrigting afwesig is—

(i) moet sy werkgever hom alle redelike uitgawes vergoed wat hy in iedere sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangegaan het;

(ii) moet sy werkgever hom 'n onderhoudstoelae van minstens een rand twintig sent vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;

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

(7) (a) 'n Werkgever moet alle toelae en uitgawes wat ingevolge subklousules (5) en (6) aan 'n werknemer betaalbaar is, aan hom betaal binne sewe dae nadat die werknemer dit skriftelik geëis het: Met dien verstande dat 'n werknemer iedere sodanige eis binne een maand vanaf die tydperk waarop hy daarop geregtig geword het, moet indien maar dat hy nie meer as een eis in 'n week mag indien nie.

(b) 'n Werkgever kan van sy handelsreisiger vereis om iedere eis so op te stel dat dit weergee—

(i) in die geval van 'n eis ingevolge subklousule 5 (a), die soort vervoer en die vervoerkoste of die aard van alle ander uitgawes waarvoor hy vergoeding eis;

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

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

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by—

(i) forty-six, in the case of an employee in the instant coffee section;

(ii) forty-five, in the case of any other employee.

(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 subclause 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..... | 7½ 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..... | 8½ cents; |
| (iii) a vehicle the weight of which does not exceed 2,900 lb and which has more than four cylinders..... | 8½ cents; |
| (iv) a vehicle the weight of which exceeds 2,900 lb..... | 11 cents; |

and for the purpose of this subclause 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 R4.50 for each night where such absence extends over one or more nights;

(b) a traveller's assistant who, accompanying a traveller on any journey undertaken by the traveller in the performance of his duties, is absent from 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 R1.20 for each night where such absence extends over one or more nights;

Provided that for the purpose of this subclause 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 subclauses (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 subclause (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 subclause (5) (b), the mileage travelled each day, the points of call and, except in municipal areas, the route followed;

(iii) in die geval van 'n eis ingevolge subklousule (6), die tyd waarop elke tydperk van afwesigheid begin en geëindig het;

en ten einde aan so 'n vereiste te kan voldoen, moet sy werkgever, voordat sodanige reis deur sodanige handelsreisiger onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word.

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepalings van klousules 3 (7) en 6 (4), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal (of in die geval van 'n deurlopendeproseswerker of 'n skofwerker op 'n tyd waarvoor so 'n werknemer en sy werkgever ooreengekom het en wat gedurende die gewone kantoorure van die bedryfsinrigting maar uiterlik 24 uur na die gewone betaaldag, moet geskied of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëlde kovert of houer wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

- (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 ure wat die werknemer oortyd gewerk het;
- (e) die getal ure wat die werknemer op 'n Sondag, 'n openbare vakansiedag of in sy vry periode, gewerk het;
- (f) die werknemer se loon;
- (g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (h) besonderhede van enige bedrag wat afgetrek is;
- (i) die werklike bedrag wat aan die werknemer betaal word; en
- (j) die tydperk waarvoor die betaling geskied;

en sodanige kovert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat—

(i) die werkgever, indien die werknemer dit skriftelik versoek, die verskuldigde bedrag in die werknemer se bougenootskap- of bankrekening moet inbetaal en die betrokke kwitansie tesame met die voornoemde staat aan die werknemer moet oorhandig;

(ii) bogemelde inligting met betrekking tot tyd gewerk nie verstrek hoef te word nie ten opsigte van 'n werknemer wat ooreenkomstig klousule 5 (12) (b) van die werkurebepalings uitgesluit is.

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

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

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

(5) *Kos en huisvesting.*—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om van hom of van enigiemand anders of op 'n plek deur hom aangewys, kos of huisvesting of kos en huisvesting aan te neem nie.

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

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

(b) behoudens andersluidende bepalings in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(c) iedere bedrag wat 'n werkgever regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;

(iii) in respect of any claim in terms of subclause (6), the times of commencement and ending of each period of absence;

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

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clauses 3 (7) and 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work on the usual pay-day of the establishment for such employee (or in the case of a continuous-process worker or a shift worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in 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 number of hours worked by the employee on a Sunday, a public holiday or during his free period;
- (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: Provided that—

(i) at the written request of an employee, the amount due may be paid into his building society or bank account by the employer who shall hand to him the relevant receipt together with the aforementioned statement;

(ii) the aforementioned information relating to time worked, need not be furnished to an employee who is excluded from the hours of work provisions by virtue of clause 5 (12) (b).

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

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

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

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

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

(a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;

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

(c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;

(d) wanneer 'n werknemer daarmee instem of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en huisvesting of kos of huisvesting van sy werk-gewer aan te neem, 'n bedrag van hoogstens—

	Per week	Per maand
	R	R
(i) Kos.....	0.80	3.47
(ii) Huisvesting.....	0.40	1.73
(iii) Kos en huisvesting.....	1.20	5.20;

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

(i) sodanige aftrekking, ongeag die getal ure waarmee die gewone werkure aldus verminder word, hoogstens gelyk aan een-derde van die werknemer se weekloon is;

(ii) geen aftrekking ten opsigte van korttyd wat deur 'n slapte in die bedryf of 'n tekort aan grondstowwe ontstaan, geskied nie tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;

(iii) ten opsigte van korttyd weens die feit dat die masjinerie of installasie uit orde is of dat die geboue onbruikbaar is of dreig om dit te word, geen aftrekking vir die eerste uur waarin daar nie gewerk word nie, geskied nie tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

(f) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike owerheid betaal het aan die huur van 'n huis of aan huisvesting in 'n tehuis wat die werknemer in 'n lokasie of Bantoe-dorp onder die beheer van so 'n raad of ander plaaslike owerheid bewoon.

5. WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK

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

(A) in die afdeling kitsklaarkoffie—

(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 Saterdag; en

(ii) behoudens die bepaling van subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigteen van die ander dae tot agt-en-n-half verleng kan word;

(b) in die geval van 'n werknemer wat vyf dae per week werk—

(i) ses-en-veertig in 'n week van Maandag tot en met Vrydag; en

(ii) behoudens die bepaling van subparagraaf (i) hiervan, nege-en-n-kwart op 'n dag;

(B) in alle ander afdelings—

(a) in die geval van 'n werknemer wat ses dae per week werk—

(i) vyf-en-veertig in 'n week van Maandag tot en met Saterdag; en

(ii) behoudens die bepaling van subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigteen van die ander dae tot agt-en-n-half verleng kan word;

(b) in die geval van 'n werknemer wat vyf dae per week werk—

(i) vyf-en-veertig in 'n week van Maandag tot en met Vrydag; en

(ii) behoudens die bepaling van subparagraaf (i) hiervan, nege op 'n dag.

(2) 'n Werkgever mag nie van 'n deurlopendeproseswerker vereis of hom toelaat om—

(a) meer gewone werkure te werk nie as—

(i) agt-en-veertig in 'n week van Sondag tot en met Saterdag;

Met dien verstande dat 'n deurlopendeproseswerker vir elke gewone werkuur wat hy bo en behalwe 46 in 'n week werk, betaal moet word teen 'n skaal van minstens een-en-n-derde

(d) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder—

	Per week	Per month
	R	R
(i) Board.....	0.80	3.47
(ii) Lodging.....	0.40	1.73
(iii) Board and lodging.....	1.20	5.20;

(e) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction not exceeding the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided that—

(i) 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) 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) no deduction shall be made in the case of short-time owing to a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

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

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

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

(A) in the instant coffee section—

(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 the provisions of subparagraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any day 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 the provisions of subparagraph (i) hereof, nine and one-quarter on any day;

(B) in all other sections—

(a) in the case of an employee who works a six-day week—

(i) forty-five in any week from Monday to Saturday, inclusive; and

(ii) subject to the provisions of subparagraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and one-half;

(b) in the case of an employee who works a five-day week—

(i) forty-five in any week from Monday to Friday, inclusive; and

(ii) subject to the provisions of subparagraph (i) hereof, nine on any day.

(2) An employer shall not require or permit a continuous-process worker to work—

(a) more ordinary hours of work than—

(i) forty-eight in any week from Sunday to Saturday, inclusive: Provided that any ordinary hours of work worked by a continuous-process worker in any week in excess of 46 hours shall be paid for at a rate of not less than one and one-third

maal sy gewone loon, maar hierdie voorbehoudsbepaling is nie van toepassing op 'n deurlopendeproseswerker wat gewoonlik 'n werkswaek van vyf dae het nie;

(ii) behoudens paragraaf (i) hiervan, agt in enige skof;

(b) meer as ses skofte in 'n week te werk nie: Met dien verstande dat—

(i) alle skofte wat hy werk normaalweg met minstens agt uur onderbreek moet word;

(ii) 'n werkgewer van 'n deurlopendeproseswerker kan vereis of hom toelaat om hoogstens sewe skofte in enige week gedurende 'n tydperk van drie agtereenvolgende weke te werk; en

(iii) die gewone werkure van 'n deurlopendeproseswerker hoogstens 144 uur in so 'n tydperk van drie agtereenvolgende weke moet wees.

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

(4) *Etenspouses*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenpouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—

(i) 'n werkgewer met sy werknemer ooreen mag kom om die duur van sodanige pouse tot uiters 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

(ii) werkydperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoudsbepaling (i) of (vi) van toepassing is, geag word aaneenlopend te wees;

(iii) as sodanige pouse langer as een uur is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werkyd te wees;

(iv) 'n bestuurder van 'n motorvoertuig wat gedurende sodanige pouse geen ander werk verrig as om in die beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;

(v) alleenlik een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag nie deel van die gewone werkure mag uitmaak nie;

(vi) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op 'n dag 'n tweede etenpouse aan 'n werknemer toe te staan, sodanige pouse op versoek van die werknemer tot 15 minute verkort mag word, mits die totale tydperk wat die werknemer na die eerste etenpouse van die dag gewerk het, hoogstens sewe uur is;

(vii) dit nie nodig is om so 'n etenpouse toe te staan nie aan 'n ketelbediener, 'n skofwerker of 'n deurlopendeproseswerker gedurende sy gewone werkure op enige skof indien hy gedurende sodanige werkure die geleentheid gegee word om op sy pos 'n maaltyd te nuttig, tensy dit ingevolge artikel 27 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verbode is.

(5) *Ruspouses*.—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan so na as doenlik aan—

(a) die middel van elke werkydperk in die voormiddag;

(b) die middel van elke werkydperk in die namiddag wanneer so 'n tydperk langer as drie uur is;

en gedurende sodanige ruspouse mag daar nie van die werknemer vereis of mag hy nie toegelaat word om enige werk te verrig nie, en so 'n pouse word geag deel van die gewone werkure van so 'n werknemer uit te maak: Met dien verstande dat as 'n werkgewer die gewone werkure van die werkydperk in die namiddag met minstens 10 minute verkort hy sy werknemer gedurende sodanige tydperk nie 'n ruspouse hoef toe te staan nie.

(6) *Werkure moet agtereenvolgend wees*.—Behoudens die bepalings van subklousules 2 (b) (i) en (4), moet alle werkure van 'n werknemer op iedere dag agtereenvolgend wees.

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

(a) in die geval van 'n los werknemer, twee uur op 'n dag;

(b) in die geval van 'n ander werknemer, 10 uur in 'n week.

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

(a) tussen 6-uur nm. en 6-uur vm. te werk nie;

(b) op meer as vyf dae in 'n week na 1-uur nm. te werk nie;

times his ordinary wage, but this proviso shall not apply to a continuous-process worker who normally works a five-day week;

(ii) subject to paragraph (i) hereof, eight on any shift;

(b) more than six shifts in any week: Provided that—

(i) all shifts worked shall normally be interrupted by not less than eight hours;

(ii) an employer may require or permit his continuous-process worker to work not more than seven shifts in any one week during any period of three consecutive weeks; and

(iii) the ordinary hours of work of a continuous-process worker shall not exceed 144 hours in any such period of three consecutive weeks.

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

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

(i) that an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour, and in that event and after the employer has lodged a statement of such agreement with the Divisional Inspector, Department of Labour, for his area, the meal interval may be so reduced;

(ii) that periods of work interrupted by intervals of less than one hour, except when proviso (i) or (vi) applies, shall be deemed to be continuous;

(iii) that, if such interval be longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked;

(iv) that a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this subclause 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 15 minutes so long as the total period worked by the employee after the first meal interval of the day does not exceed seven hours;

(vii) that such interval need not be granted to a boiler attendant, a shift worker or a continuous-process worker during his ordinary hours of work on any shift if he is given the opportunity during such hours of having a meal while at his post unless this is prohibited under section 27 of the Factories, Machinery and Building Work Act, 1941.

(5) *Rest intervals*.—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable—

(a) in the middle of each morning work period in a day;

(b) in the middle of each afternoon work period in a day where such period is longer than three hours;

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: Provided that an employer who reduces the ordinary hours of work of the afternoon work period by not less than 10 minutes, need not grant his employee a rest interval during such period.

(6) *Hours of work to be consecutive*.—Save as provided in subclauses (2) (b) (i) and (4), all hours of work of an employee on any day shall be consecutive.

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

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

(b) in the case of any other employee, 10 hours in any week.

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

(a) between 6 o'clock p.m. and 6 o'clock a.m.;

(b) after 1 o'clock p.m. on more than five days a week;

(c) meer as twee uur oortyd op 'n dag te werk nie, met die uitsondering dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk, maar dan só dat die oortydwerk hoogstens 10 uur in 'n week beloop;

(d) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;

(e) op meer as 60 dae in 'n jaar oortyd te werk nie;

(f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd te werk nie tensy hy—

(i) sodanige werknemer voor die middag kennis daarvan gegee het; of

(ii) sodanige werknemer van 'n toereikende ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of

(iii) sodanige werknemer minstens 25 sent betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

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

(a) in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op 'n dag gewerk;

(b) in die geval van 'n ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in 'n week gewerk.

(10) *Vry periode.*—'n Werkgewer moet elke deurlopendeproseswerker in sy diens een vry periode van minstens 24 agtereenvolgende ure in elke week toestaan: Met dien verstande dat as 'n werkgewer van sodanige werknemer vereis of hom toelaat om gedurende sy vry periode te werk, daar geag word dat die ure aldus gewerk nie deel uitmaak van die gewone werkure in subklousule (2) voorgeskryf nie.

(11) *Skofydtabel.*—Elke werkgewer wat deurlopendeproseswerkers in diens het, moet voor die aanvang van elke skofsiklus op sy perseel 'n kennisgewing of tydtafel opplaak op 'n opvallende plek wat hyself moet bepaal, om aan te dui watter skofte elke sodanige werker vereis sal word om gedurende die daaropvolgende skofsiklus te werk en watter periodes elke sodanige werker vry sal hê. Die werkgewer moet sodanige kennisgewing of tydtafel vir 'n tydperk van minstens drie jaar na die datum daarvan bewaar. Indien so 'n kennisgewing of tydtafel nie vertoon word nie, word daar geag dat die vry periode van elke sodanige werknemer Saterdag om middernag 'n aanvang neem.

(12) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule is nie op 'n handelsreisiger of 'n handelsreisiger se hulp van toepassing nie.

(b) Die bepalinge van hierdie klousule is nie op 'n bestuurder-verkoopsman, 'n senior bestuurs- of administratiewe werknemer of op 'n tegniese of professionele werknemer of op 'n voorman van toepassing nie indien en solank so 'n werknemer gereeld 'n loon teen minstens R2,400 per jaar in Gebied A of R2,250 per jaar in Gebied B ontvang nie.

(c) Die bepalinge van subklousule (5) is nie op 'n ketelbediener, 'n bestuurder van 'n motorvoertuig, 'n arbeider wat op 'n afleweringvoertuig werksaam is, 'n deurlopendeproseswerker of 'n skofwerker van toepassing nie.

(d) Die bepalinge van subklousules (4), (5), (6) en (7) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig of op 'n chauffeur.

(e) Die bepalinge van hierdie klousule is nie op 'n wag wie se werkgewer hom 'n vry periode van 24 agtereenvolgende ure ten opsigte van elke week diens toestaan, van toepassing nie: Met dien verstande dat—

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

(ii) 'n werkgewer, in plaas daarvan dat hy sodanige vry periode aan sy wag toestaan, sodanige wag dié loon betaal wat hy sou ontvang het indien hy nie gedurende sodanige vry periode gewerk het nie, plus 'n bedrag van minstens twee maal sy dagloon ten opsigte van sodanige vry periode wat nie toegestaan is nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van iedere voltooide tydperk van 12 maande diens by hom verlof verleen van—

(a) in die geval van 'n handelsreisiger, 'n handelsreisiger se hulp of 'n wag, 21 agtereenvolgende kalenderdae;

(b) in die geval van iedere ander werknemer, 14 agtereenvolgende kalenderdae;

(c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday;

(d) overtime on more than three consecutive days in any week;

(e) overtime on more than 60 days in any year;

(f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

(i) before midday given notice thereof to such employee; or

(ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or

(iii) paid such employee not less than 25 cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

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

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

(10) *Free period.*—An employer shall grant to each of his continuous-process workers one free period of not less than 24 consecutive hours in every week, but if, an employer requires or permits such an employee to work during his free period, the hours worked shall be deemed not to be part of the ordinary hours of work prescribed in subclause (2).

(11) *Shift time-table.*—Every employer who employs continuous-process workers shall, prior to the commencement of each shift cycle, affix in a conspicuous place upon his premises to be determined by him, a notice or time-table indicating the shifts which each such worker will be required to work during the ensuing shift cycle and the free periods of each such worker. The employer shall retain such notice or time-table for a period of at least three years subsequent to the date thereof. If no such notice or time-table is displayed, the free period of each such worker shall be deemed to commence at midnight on Saturday.

(12) *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 driver-salesman, a senior managerial or administrative employee or to a technical or professional employee or to a foreman if and for so long as such employee is in receipt of a regular wage at a rate of not less than R2,400 per annum in Area A or R2,250 per annum in Area B.

(c) The provisions of subclause (5) shall not apply to a boiler attendant, a driver of a motor vehicle, a labourer assisting on a delivery vehicle, a continuous-process worker or a shift worker.

(d) The provisions of subclauses (4), (5), (6) and (7) shall not apply to an employee while he is engaged on emergency work, or a chauffeur.

(e) The provisions of this clause shall not apply to a watchman whose employer grants him a free period of 24 consecutive hours in respect of every week of employment: Provided that—

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

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

6. ANNUAL LEAVE.

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him—

(a) in the case of a traveller, traveller's assistant or a watchman, 21 consecutive calendar days' leave.

(b) in the case of every other employee, 14 consecutive calendar days' leave,

en moet hy sodanige werknemer ten opsigte van sodanige verlof betaal—

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

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens twee maal die weekloon waarop hy met ingang van 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 doen, bereken word deur die besoldiging wat uit hoofde van sy ooreenkoms ingevolge klousule 9 (7) aan hom betaalbaar is ten opsigte van die 12 maande onmiddellik voor die datum waarop die verlof hom toekom, deur 52 te deel of, indien hy minder as 12 maande aldus gewerk het, deur die totale besoldiging wat aldus vir sodanige dienstydperk aan hom betaalbaar is, te deel deur die getal voltooië weke in sodanige tydperk: Met dien verstande voorts dat by die toepassing van hierdie klousule die weekloon van 'n werknemer wat stukwerk verrig, bereken word op die grondslag uiteengesit in artikel 20 (5) van die Wet of Fabriek Masjinerie en Bouwerk, 1941.

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

(i) as sodanige verlof nie eerder verleen is nie, dit behoudens die bepalinge van subklousule (3) so verleen moet word dat dit begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het; of dat, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet verleen met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

(ii) die tydperk van verlof nie met siekteverlof wat ingevolge klousule 7 verleen is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met 'n tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, mag saamval nie;

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;

(iv) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

(3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgewer die verlof oor 'n tydperk van hoogstens 24 maande diens laat ooploop: Met dien verstande—

(i) dat sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en

(ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek vir minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, en wel vanaf die jongste van dié twee datums.

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

(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 of, indien die werknemer dit skriftelik versoek, uiterlik op die eerste betaaldag na die verstryking van die verlof.

(5) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk voorgeskryf in subklousule (1), ten opsigte van so 'n termyn opgeloopt het, moet daar by sodanige diensbeëindiging, benewens ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooië maand van sodanige dienstermyn 'n bedrag betaal word van minstens—

(a) in die geval van 'n werknemer in paragraaf (a) van subklousule (1) bedoel, een vierde van die weekloon; en

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 12 months immediately preceding the date of the accrual of his leave by 52 or if he has had less than 12 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 20 (5) of the Factories, Machinery and Building Work Act, 1941.

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

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 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) 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) if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

(iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 12 months of employment to which the period of leave relates.

(3) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 36 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 12 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 12 months of employment to which the leave relates, whichever is the later.

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

(4) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3), shall be paid not later than the last work day before the date of commencement of the leave, or, upon the written request of an employee, not later than the first pay day after the expiration of the leave.

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (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 subclause (1), one-fourth, and

(b) in die geval van 'n werknemer in paragraaf (b) van subklousule (1) bedoel, een sesde van die weekloon,

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen 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 en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of

(ii) wat sy diens sonder 'n regsgeldige rede verlaat; of

(iii) wat sonder kennisgewing deur sy werkgewer ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is,

op geen betaling uit hoofde van 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 verleen is, moet by sodanige diensbeëindiging die bedrag getaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom verleen was.

(7) By die toepassing van hierdie klousule word die uitdrukking „diens” geag ook te omvat—

(a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 12 betaal in plaas van kennis te gee;

(b) enige tydperk wat 'n werknemer afwesig is—

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7;

(iii) op las of versoek van sy werkgewer,

en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke; en

(c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidingstydperk as diens te eis nie,

en word diens geag te begin—

(i) in die geval van 'n werknemer wat, voor die inwerking-treding van hierdie Vasstelling, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die datum van inwerking-treding van hierdie Vasstelling in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;

(iii) in die geval van 'n ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum van inwerking-treding van hierdie Vasstelling, en wel op die jongste van die twee datums.

(8) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgewer vir die doel van jaarlikse verlof te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting of 'n gedeelte daarvan sluit vir 14 agtereenvolgende kalenderdae plus alle addisionele dae wat moontlik uit hoofde van die derde voorbehoudsbepaling van subklousule (2) daarby gevoeg moet word.

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfs-inrigting (of die gedeelte daarvan waarin hy werksaam is) ingevolge paragraaf (a) nie op die volle tydperk van die jaarlikse verlof voorgeskryf in subklousule (1) (b), geregtig is nie, moet ten opsigte van verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in subklousule (5) voorgeskryf, en vir die doel van die jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting, of gedeelte daarvan, na gelang van die geval, aldus sluit.

(b) in the case of an employee referred to in paragraph (b) of subclause (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 subclause (2), and provided further that an employee—

(i) who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

(ii) who leaves his employment without cause recognised by law as sufficient; or

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

shall not be entitled to any payment by virtue of this subclause.

(6) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (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 in any year to not more than 10 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, on the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of 12 months, close his establishment or part thereof for 14 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 (or the part thereof in which he is employed) in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in subclause (1) (b) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (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, or part thereof, as the case may be.

7. SIEKTEVERLOF.

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

(a) in die geval van 'n werknemer wat 'n werkweek van vyf dae het, altesaam minstens 20 werkdag; en

(b) in die geval van iedere ander werknemer, altesaam minstens 24 werkdag,

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van 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 dat—

(i) gedurende die eerste 24 agtereenvolgende maande diens, 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van 'n ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, betaal aan 'n fonds of organisasie wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdag, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, met die uitsondering dat, gedurende die eerste 24 maande wat die werknemer bydraes betaal, die gewaarborgde koers verlaag kan word maar nie tot minder nie as die aanwaskoers vermeld in die eerste voorbehoudsbepaling van hierdie subklousule;

(iii) waar 'n werkgewer ingevolge 'n wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

(iv) indien daar by 'n ander wet van 'n werkgewer vereis word om 'n werknemer sy volle loon te betaal ten opsigte van 'n tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalings van hierdie klousule nie van toepassing is nie;

(v) daar by die toepassing van hierdie klousule geag word dat 'n deurlopendeproseswerker wie se gewone werkure gedurende 'n skofsiklus van vier weke hoogstens 40 uur per week is gedurende drie weke van daardie siklus en 48 uur gedurende die ander week, 'n werknemer is met 'n werkweek van vyf dae;

(2) 'n Werkgewer mag, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk—

(a) vir 'n tydperk van langer as drie agtereenvolgende kalenderdae; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag,

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt agtereenvolgende weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die tydperk van agt agtereenvolgende weke onmiddellik na die laaste sodanige geleentheid van hom mag vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgewer weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde tydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hy ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.

7. SICK LEAVE.

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

(a) in the case of an employee who works a five-day week, not less than 20 work days; and

(b) in the case of every other employee, not less than 24 work days;

sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work day in respect of each completed month of employment;

(ii) this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for 20 or 24 work-days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate may be reduced but to not less than the rate of accrual set out in the first proviso to this subclause;

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

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

(v) for the purpose of this clause a continuous-process worker whose ordinary hours of work during a shift cycle of four weeks, do not exceed 40 hours per week during three weeks in that cycle and 48 hours during one week, shall be deemed to be an employee who works a five-day week;

(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 New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day,

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight consecutive 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 24 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid in respect of only 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) By die toepassing van hierdie klousule—

(a) word die uitdrukking „diens” geag ook te omvat—

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

(aa) met verlof ingevolge klousule 6;

(bb) op las of versoek van sy werkgever;

(cc) met siekteverlof ingevolge subklousule (1),

en wat in enige jaar altesaam hoogstens 10 weke beloop, en

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidingstydperk as diens te eis nie, en word enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum van inwerkingtreding van hierdie Vasstelling geag diens ingevolge hierdie Vasstelling te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Vasstelling verleen te wees;

(b) „ongeskiktheid” onvermoë om te werk weens 'n siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE, SONDAE EN VRY PERIODES.

(1) Behoudens die bepalings van klousules 4 (6) en 6 (2), moet 'n werkgever aan 'n werknemer uitgesonderd 'n los werknemer wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

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

(3) Wanneer 'n werknemer, uitgesonderd 'n deurlopendeproseswerker, 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 minstens dubbel sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk of minstens dubbel sy dagloon betaal, en wel die bedrag wat die grootste is; of

(b) hom teen 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 sewe dae vanaf sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat, waar daar van sodanige werknemer vereis of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, hy geag moet word vier uur te gewerk het;

(4) Wanneer 'n deurlopendeproseswerker op 'n Sondag werk, moet sy werkgever hom, behoudens die bepalings van subklousule (5), betaal teen 'n skaal van minstens een en 'n half maal sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk: Met dien verstande dat daar vir werk op 'n Sondag nie vir oortyd betaal word bo en behalwe die skaal van besoldiging in hierdie subklousule voorgeskryf nie.

(5) Wanneer 'n deurlopendeproseswerker gedurende sy vry periode werk, moet sy werkgever hom betaal teen 'n skaal van minstens twee maal sy gewone loon ten opsigte van die hele tydperk wat hy gedurende sodanige vry periode gewerk het: Met dien verstande dat hy minstens twee maal sy dagloon betaal word.

(6) Wanneer 'n deurlopendeproseswerker 'n skof werk wat gedeeltelik op 'n openbare vakansiedag in subklousule (1) genoem of op 'n Sondag en gedeeltelik op enige ander dag val, word daar geag dat die hele skof gewerk was op die dag waarop die grootste gedeelte van sodanige skof val.

(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 subclause (1),

amounting in the aggregate, in any year, to not more than 10 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 sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

8. PUBLIC HOLIDAYS, SUNDAYS AND FREE PERIODS.

(1) Subject to the provisions of clauses 4 (6) and 6 (2), if an employee, other than a casual employee does not work on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, his employer shall pay him for the week in which such day falls not less than his weekly wage.

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

(3) Whenever an employee, other than a continuous-process worker, works on a Sunday, his employer shall either—

(a) pay the employee—

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

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

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

(4) Whenever a continuous-process worker works on a Sunday his employer shall, subject to the provisions of subclause (5), pay him at a rate of not less than one and a half times his ordinary wage in respect of the total period worked by him on such Sunday: Provided that work on a Sunday shall not attract payment for overtime over and above the rate of remuneration prescribed in this subclause.

(5) Whenever a continuous-process worker works during his free period, his employer shall pay him at a rate of not less than double his ordinary wage in respect of the total period worked by him during such free period: Provided that he shall be paid not less than double his daily wage.

(6) Whenever a continuous-process worker works a shift which falls partly on any public holiday mentioned in subclause (1) or on a Sunday and partly on any other day, the whole shift shall be deemed to have been worked on the day on which the major portion of such shift falls.

(7) Wanneer 'n skofwerker 'n skof werk wat gedeeltelik op 'n openbare vakansiedag in subklousule (1) genoem of op 'n Sondag en gedeeltelik op enige ander dag val, word daar geag dat die hele skof gewerk is op die dag waarop die grootste gedeelte van sodanige skof val.

(8) Die bepalings van subklousules (2), (3), (4), (5), (6) en (7) is nie van toepassing nie—

(a) op 'n senior bestuurs- of administratiewe werknemer of tegniese of professionele werknemer of 'n voorman indien en solank so 'n werknemer gereeld 'n loon teen minstens R2,400 per jaar in Gebied A of R2,250 per jaar in Gebied B ontvang;

(b) op 'n los werknemer, 'n handelsreisiger, 'n handelsreisiger se hulp of 'n wag.

9. STUKWERK EN KOMMISSIEWERK.

(1) 'n Werkgewer mag nadat hy minstens een week vooraf kennis aan sy werknemer, uitgesonderd 'n handelsreisiger, gegee het, 'n stukwerkstelsel invoer en, sodanige werkgewer moet, behoudens die bepalings van klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, teen die besoldiging betaal wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgewer, ongeag die hoeveelheid werk wat verrig is, die werknemer moet betaal—

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

(b) in die geval van 'n los werknemer, vir elke dag waarop stukwerk verrig word, minstens die bedrag wat hy so 'n werknemer vir daardie dag sou moet betaal het as hy hom 'n tydloon betaal het.

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

(3) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die besoldiging wat daarvolgens van toepassing is, af te skaf of te wysig, moet aan sy werknemers wat volgens sodanige stelsel werk, minstens een kalendermaand kennis van sodanige voorname gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgewer nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie.

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

(5) 'n Handelsreisiger wat kommissiewerk onderneem, volgens 'n ooreenkoms met sy werkgewer, moet voordat sodanige werk begin, deur sy werkgewer voorsien word van 'n juiste kopie van die ooreenkoms of 'n verklaring wat die bepalings van die ooreenkoms bevat en wat moet insluit—

(a) die week- of maandloon aan die handelsreisiger betaalbaar, indien sodanige loon hoër is as dié wat in klousule 3 (1) vir so 'n handelsreisiger voorgeskryf word, asook die handelsrietarief of -tariewe en die voorwaardes waarop hy die reg daarop verkry;

(b) die dag van die week of maand waarop die verdiende kommissie verskuldig en betaalbaar is;

(c) die gebied waarin daar van die handelsreisiger vereis word of hy toegelaat word om te werk;

(d) die tipe, beskrywing, getal, hoeveelheid of waarde van die bestellings (individueel, weekliks, maandeliks of hoe ook al) wat die werkgewer van tyd tot tyd bereid is om te aanvaar; en

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

(6) Die bepalings van die ooreenkoms wat in subklousule (5) bedoel word, mag vir die handelsreisiger geldelik nie minder voordelig as die betrokke bepalings van hierdie Vastelling wees nie: Met dien verstande dat die besoldiging van 'n handelsreisiger wat kommissiewerk verrig, betaalbaar is op die dag wat in die ooreenkoms bepaal word, en in hierdie opsig is die bepalings van klousule 4 (1) nie op sodanige betaling van toepassing nie.

(7) Behoudens die bepalings van klousule 4 (6), moet 'n werkgewer sy handelsreisiger wat kommissiewerk verrig, minstens die besoldiging betaal waaroor hulle ooreengekom het: Met dien verstande dat, ongeag die getal of waarde van die bestellings wat die werkgewer aanvaar, die besoldiging van so 'n handelsreisiger vir iedere tydperk nie minder mag wees nie as dié wat ingevolge klousule 3 (1) vir daardie tydperk aan hom verskuldig sou wees.

(7) Whenever a shift worker works a shift which falls partly on any public holiday mentioned in subclause (1) or on a Sunday and partly on any other day, the whole shift shall be deemed to have been worked on the day on which the major portion of such shift falls.

(8) The provisions of subclause (2), (3), (4), (5), (6) and (7) shall not apply—

(a) to a senior managerial or administrative employee or technical or professional employee or to a foreman if and for so long as such employee is in receipt of a regular wage of not less than R2,400 per annum in Area A or R2,250 per annum in Area B;

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

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), such employer shall pay his 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 subclause (1).

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

(6) The terms of the agreement referred to in subclause (5) shall be financially not less favourable to the traveller than the relative terms of this Determination: Provided that the remuneration of a traveller on commission work shall be payable on the day stipulated in the agreement, and in this respect the provisions of clause 4 (1) shall not apply to such payment.

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

(8) 'n Werkgewer of 'n handelsreisiger wat voornemens is om 'n ooreenkoms in verband met kommissiewerk op te sê of oor 'n wysiging daarvan te onderhandel, moet van sodanige voorneme skriftelik kennis gee en die termyn van sodanige kennisgewing mag nie korter wees nie as dié wat by klousule 12 vir die beëindiging van die dienskontrak van so 'n handelsreisiger vereis word.

10. VERBOD OP INDIENSNEMING.

'n Werkgewer mag niemand onder die ouderdom van 15 jaar in diens neem nie.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer.

12. BEÏNDIGING VAN DIENSKONTRAK.

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

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

(b) na die eerste vier weke diens, minstens een week, vooraf kennis van die beëindiging van die kontrak gee of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, te betaal—

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

(ii) in die geval van een week kennisgewing, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat—

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

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

(iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros,

nie hierdeur geraak word nie: Met dien verstande voorts dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd en die werkgewer hom betaal in plaas van kennis te gee, die uitdrukking „ten tyde van sodanige beëindiging ontvang” geag word te beteken „ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie”.

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreengekom is.

(3) Die kennisgewing in subklousule (1) voorgeskryf, mag op enige werkdag geskied: Met dien verstande dat—

(i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 kennis gegee mag word nie.

(4) Ondanks andersluidende bepalings in hierdie Vasstelling mag 'n werkgewer, in die geval waarin 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee.

13. DIENSSERTIFIKAAT.

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgewer by beëindiging van enige

(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. PROHIBITION OF EMPLOYMENT.

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in serviceable condition, free of charge, any uniform, overall, gumboots or other 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, gumboots or other protective clothing shall remain the property of the employer.

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

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

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

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

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

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

Provided that this shall not affect—

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

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

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

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

(2) Where there is an agreement in terms of the second proviso to subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

(3) The notice prescribed in subclause (1) may be given on any work day: Provided that—

(i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;

(ii) 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 having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Determination, an amount of not more than that which such employee would have had to pay him in lieu of notice.

13. CERTIFICATE OF SERVICE.

Except where a contract of employment of an employee is terminated on the ground of desertion or where the employee is a casual employee, the employer shall upon termination of

dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik die vorm het soos in die Bylae van hierdie Vasstelling voorgeskryf en wat die volle name van die werkgewer en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld.

14. GETALSVIRHOUDING.

(1) 'n Werkgewer mag nie 'n ongekwalifiseerde assistent-brander in diens neem nie tensy hy 'n gekwalifiseerde assistent-brander in diens het, en hy mag hoogstens een ongekwalifiseerde assistent-brander in diens neem vir elke gekwalifiseerde assistent-brander in sy diens.

(2) 'n Werkgewer mag nie 'n assistent-brander in diens neem nie tensy hy 'n brander in diens het, en hy mag hoogstens drie assistent-branders in diens neem vir elke brander in sy diens.

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

(4) By die toepassing van hierdie klousule—

(a) mag 'n werkgewer of 'n bestuurder wat in sy bedryfsinrigting uitsluitlik of hoofsaaklik die pligte van 'n brander verrig, geag word 'n brander te wees;

(b) mag 'n ongekwalifiseerde werknemer wat minstens die loon ontvang wat in klousule 3 (1) voorgeskryf word vir 'n gekwalifiseerde werknemer van sy klas in die gebied waarin hy werk, geag word 'n gekwalifiseerde werknemer in daardie klas te wees.

(5) Hierdie klousule is van afsonderlike toepassing in elke bedryfsinrigting.

BYLAE.

Ek/Ons (a).....
wat die Tee-, Koffie- en Sigoreinywerheid beoefen te.....
verklaar hierby dat
in my/ons (a) diens was van die
dag van tot die
dag van 19..... in die hoedanigheid
van (b).

By diensbeëindiging van sy/haar (a) loon.....rand
.....sent per week/maand (a).

(Handtekening van werkgewer
of gemagtigde verteenwoordiger.)

Datum

(a) Skrap wat nie van toepassing is nie.

(b) Meld die beroep waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, arbeider.

No. R. 52

10 Januarie 1969

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

TEE-, KOFFIE- EN SIGOREINYWERHEID, SEKERE GEBIEDE

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Loonvaststelling vir die Tee-, Koffie- en Sigoreinywerheid, Sekere Gebiede, gepubliseer by Goewermentkennisgewing No. R. 51 van 10 Januarie 1969, oor die algemeen vir die werknemers wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

Opmerking.—Hierdie kennisgewing het nie die uitwerking om die toepassing van artikel 20 (3) van die Wet ten opsigte van Republiekdag op te skort nie.

any contract of employment furnish the 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 of the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination.

14. RATIO.

(1) An employer shall not employ an unqualified assistant roaster unless he has in his employ a qualified assistant roaster and for each qualified assistant roaster in his employ he shall not employ more than one unqualified assistant roaster.

(2) An employer shall not employ an assistant roaster unless he has in his employ a roaster and for each roaster in his employ he shall not employ more than three assistant roasters.

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

(4) For the purpose of this clause—

(a) an employer or a manager who is wholly or mainly engaged in his establishment in performing the duties of a roaster may be deemed to be a roaster;

(b) an unqualified employee who receives a wage of not less than that prescribed in clause 3 (1) for a qualified employee of his class in the area in which he works may be deemed to be a qualified employee in that class.

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

SCHEDULE.

I/We (a).....
carrying on trade in the Tea, Coffee and Chicory Industry at
.....
hereby certified that.....
was employed by me/us (a) from theday
of..... 19..... to the.....day
of..... 19..... as (b).....
At the termination of employment his/her (a) wage was.....
.....rand.....cents per week/month
(a).

(Signature of Employer or
Authorised Representative)

Date.....

(a) Delete whichever inapplicable.

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

No. R. 52

10 January 1969

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

TEA, COFFEE AND CHICORY INDUSTRY, CERTAIN AREAS

I, Marais Viljoen, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Wage Determination for the Tea, Coffee and Chicory Industry, Certain Areas, published under Government Notice R. 51 of 10 January 1969, to be, on the whole, 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,
Minister of Labour.

Note.—This notice shall not have the effect of suspending the operation of section 20 (3) of the Act in respect of Republic Day.

No. R. 53

10 Januarie 1969

LOONWET, 1957

INTREKKING VAN LOONVASSTELLING No. 250

TEE-, KOFFIE- EN SIGOREINYWERHEID, SEKERE GEBIEDE

Ek, Marais Viljoen, Minister van Arbeid, trek hierby kragtens artikel 16 van die Loonwet, 1957, met ingang van die derde dag van Februarie 1969, al die bepalings van Loonvasstelling No. 250, gepubliseer by Goewermentskennisgewing R. 556 van 10 April 1964, in.

M. VILJOEN,
Minister van Arbeid.

No. R. 53

10 January 1969

WAGE ACT, 1957

CANCELLATION OF WAGE DETERMINATION No. 250

TEA, COFFEE AND CHICORY INDUSTRY, CERTAIN AREAS

I, Marais Viljoen, Minister of Labour, hereby in terms of section 16 of the Wage Act, 1957, cancel with effect from the third day of February, 1969, all the provisions of Wage Determination No. 250, published under Government Notice R. 556 of 10 April 1964.

M. VILJOEN,
Minister of Labour.

INHOUD

No.	BLADSY
Arbeid, Departement van	
GOEWERMENSKENNISGEWINGS	
R. 51. Loonwet, 1957: Loonvasstelling 307: Tee-, Koffie- en Sigoreinywerheid, sekere gebiede	1
R. 52. Wet op Fabriek, Masjinerie en Bouwerk, 1941: Tee-, Koffie- en Sigoreinywerheid, sekere gebiede	21
R. 53. Loonwet, 1957: Intrekking van Loonvasstelling 250: Tee-, en Koffie- en Sigoreinywerheid, sekere gebiede	22

CONTENTS

No.	PAGE
Labour, Department of	
GOVERNMENT NOTICES	
R. 51. Wage Act, 1957: Wage Determination 307: Tea, Coffee and Chicory Industry, certain areas	1
R. 52. Factories, Machinery and Building Work Act, 1941: Tea, Coffee and Chicory Industry, certain areas	21
R. 53. Wage Act, 1957: Cancellation of Wage Determination 250: Tea, Coffee and Chicory Industry, certain areas	22



Wapen van die
Republiek van Suid-Afrika

In Kleure

Groot 11½ duim by 9 duim

+
Herdruk volgens plan opgemaak
 deur die Kollege van Heraldiek

+
PRYS:

R1.10 per kopie, posvry in die Republiek

R1.15 per kopie, buite die Republiek

Verkrygbaar by die Staatsdrukker
Pretoria en Kaapstad



Republic of South Africa
Coat of Arms

In Colours

Size 11½ inches by 9 inches

+
Reprinted to design prepared
 by the College of Heraldic

+
PRICE:

R1.10 per copy, post free within the Republic

R1.15 per copy, outside the Republic

Obtainable from the Government Printer
Pretoria and Cape Town

Maak gebruik van die . . .

Posspaarbank!

Dit verskaf ongeëwenaarde sekuriteit, geheimhouding en fasiliteite vir deposito's en opvragings.

Die eerste deposito hoef nie meer as 10c te wees nie.

Die rentekoers op lopende rekenings is 4% per jaar bereken op die maandelikse balans. Rente tot R200 per jaar is belastingvry.

Bedrae in eenhede van R200 mag vir belegging in Spaarbanksertifikate oorgedra word. Sodanige beleggings verdien rente teen 'n koers van 5½% per jaar, en word op 1 Januarie en 1 Julie van elke jaar in die belêer se lopende rekening gestort. Rente tot R400 per jaar is belastingvry.

Deposito's en opvragings kan gedoen word by enigeen van meer as 1,600 poskantore in die Republiek van Suid-Afrika en Suidwes-Afrika, afgesien van waar die rekening oorspronklik geopen is.

Koop Nasionale Spaarsertifikate

Buy National Savings Certificates

Use the

Post Office Savings Bank!

It provides unrivalled security, secrecy and facilities for deposits and withdrawals.

The first deposit need be no more than 10c.

The rate of interest on current accounts is 4% per annum calculated on the monthly balance. *Interest up to R200 per annum is free of income tax.*

Amounts in units of R200 may be transferred from current accounts for investment in Savings Bank Certificates. Such investments earn interest at the rate of 5½% per annum, and is credited to the investors current account on the 1st January and 1st July of each year. *Interest up to R400 per annum is free of income tax.*

Deposits and withdrawals can be made at any one of more than 1,600 post offices in the Republic of South Africa and South West Africa, irrespective of where the account was originally opened.

Spaar Tyd en Geld, Gebruik Frankeermasjiene

Save Time and Money, Use Franking Machines