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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1575

1 September 1972

LOONWET, 1957

LOONVASSTELLING 344

SEILDOEKGOEDERE- EN VERWANTE PRODUKTE NYWERHEID, SEKERE GEBIEDE

In opdrag van die Minister van Arbeid, word hierby ingeвоelge 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 Seildoekgoedere- en Verwante Produkte Nywerheid, sekere gebiede, gemaak en die vierde Maandag na die datum van publikasie van hierdie kennisgewing 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 werkgewers en al hulle werknemers, uitgesonderd bestuurders, in die Seildoekgoedere- en Verwante Produktenywerheid in die landdrosdistrikte Bloemfontein, Durban, Oos-Londen, Inanda, Pietermaritzburg, Pinetown en Port Elizabeth.

2. WOORDOMSKRYWINGS

(a) Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie Vasstelling gebrui is in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet, en tensy onbestaanbaar met die sinsverband, beteken—

(1) "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 vaardigheidssertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevoelge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevoelge of artikel 2 (7) of artikel 7 (3) van genoemde Wet; (1)

(2) "arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Persele of diere of masjinerie, werktuie, gereedskap, gerei, voertuie of ander goedere, met inbegrip van afgewerkte goedere, skoonmaak;

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1575

1 September 1972

WAGE ACT, 1957

WAGE DETERMINATION 344

CANVAS GOODS AND ALLIED PRODUCTS 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 Canvas Goods and Allied Products Industry, Certain Areas, and has fixed the fourth Monday after the date of publication of this notice 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 employers and to all their employees, other than managers, in the Canvas Goods and Allied Productions Industry in the Magisterial Districts of Bloemfontein, Durban, East London, Inanda, Pietermaritzburg, Pinetown and Port Elizabeth.

2. DEFINITIONS

(a) 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—

(1) "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; (1)

(2) "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; (3)

(3) "blindhanger" means an employee who is engaged in marking out the design for, or drawing plans for, or estimating costs of, or measuring or erecting blinds or awnings and who may make and fix frames of blinds or awnings; (7)

- (b) kampongs, latrines, stalle, buitegeboue of soortgelyke geboue of bouwerke afwit;
- (c) laai of aflaai;
- (d) goedere dra, verplaas of stapel; enige voertuig stoot of trek;
- (e) vuurmaak, of vure aan die brand hou of afval verwyder;
- (f) klippe, klei of sand losmaak, uithaal, breek of spreid; slote en fondamente grawe of ander uitgraafwerk verrig;
- (g) bome of plantegroei afkap, vernietig of verwyder;
- (h) geboue of ander bouwerke sloop;
- (i) masjiene voer of daarvan afneem; onder toesig tenks of vate vul of aftap;
- (j) as en sement of sement en sand, mortel, beton, klip of bitumen met die hand meng of beton of bitumen met behulp van 'n skopgraaf, hark, vork of kruiwa spreid;
- (k) deure, kiste, pakkette, bale of sakke oopmaak of toemaak; leë kartonhouers toemaak of gereedmaak om vir verpakking gebruik te word;
- (l) lewende hawe of voertuie oppas;
- (m) kiste, bale, sakke of ander houers, pakkette of goedere merk, brandmerk, sjabloneer of etiketteer;
- (n) goedere op 'n gestelde skaal afweeg;
- (o) briewe, boodskappe of goedere te voet, of per fiets, driewieler of handvoertuig aflewer;
- (p) rantsone kook, of tee of soortgelyke drank maak;
- (q) masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (r) tuinmaak;
- (s) goedere van dieselfde grootte en getal verpak in houers wat spesiaal vervaardig is om die goedere te bevat;
- (t) materiaal of vervaardigde goedere oprol;
- (u) afknipwerk verrig;
- (v) toue insit, stringe knoop, spantoue knoop;
- (w) pale of tentknappe verf; hout vir tentpale kleur;
- (x) ogies met die hand of met behulp van 'n masjiën inslaan, mits die plekke daarvoor vooraf aangedui is;
- (y) metaalpuntjies met of sonder ogies of drukknopies aan weefseluitrusting vaslamp;
- (z) draadhake in ventileërpype of watersakhandvatsels insit; waters insit;
- (aa) seildoek verf, indoop, olie of borsel om dit waterdig te maak; seildoek finaal regmaak of stryk;
- (bb) onder toesig gate in mure of lateie boor of slaan;
- (cc) tou of web op gestelde maat sny; drade afknip;
- (dd) materiaal uittêl om gesny te word;
- (ee) punte van toue omwoel;
- (ff) metaalstutte of arms vir sonskerms oortrek; (34)
- (3) "assistent-voorman" 'n werknemer wat, onder die algemene toesig van 'n voorman, enige van die werksaamhede of pligte van 'n voorman verrig en wat gedurende sy afwesigheid namens hom kan waarnaem; (2)
- (4) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Seildoekgoedere- en Verwante Produktenywerheid in diens is; (24)
- (5) "bestuurder" 'n werknemer wat deur sy werkgewer belas is met die algehele—
- (a) toesig oor,
- (b) verantwoordelikheid vir, en
- (c) leiding van

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk; (40)

- (6) "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 te bly gereed om te bestuur; (22)
- (7) "blinderhanger" 'n werknemer wat ontwerp afmerk of planne vir blindings of sonskerms teken of begrotings opstel vir die koste daarvan of wat blindings of sonskerms afmeet of aanbring en wat die raamwerk vir blindings of sonskerms kan maak en aanbring; (3)
- (8) "blinderhanger, gekwalifiseerd," 'n blinderhanger met minstens drie jaar ondervinding; (4)
- (9) "blinderhanger, ongekwalifiseerd," 'n blinderhanger met minder as drie jaar ondervinding; (5)
- (10) "faktotum" 'n werknemer wat kleinere herstelwerk of verstellers doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, en wat ook kleinere herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (33)
- (11) "handelsreisiger" 'n werknemer wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting namens so 'n inrigting bestellings vra, werf of soek; (49)

(4) "blindhanger, qualified," means a blindhanger who has had not less than three years' experience; (8)

(5) "blindhanger, unqualified," means a blindhanger who has had less than three years' experience; (9)

(6) "Canvas Goods and Allied Products Industry" means the Industry in which employers and employees are associated in establishments which are registered or liable to registration in terms of the Factories, Machinery and Building Work Act, 1941, for the purpose of manufacturing from canvas or any other material (other than rubber, cork or metal) any one or more of the following articles, namely, sails, flags, tarpaulins, boatcovers, life-belts, awnings, roller blinds, deck chair covering, tents, camping equipment, vehicle covers, garden or beach umbrella covering, tog bags, water bags, industrial aprons, sleeping bags, rucksacks, bedding bags, mailbags, ground sheets, cushion covers, sports valises and covering for stretchers, mattresses and garden furniture, but does not include—

- (a) the Plastics Industry;
- (b) the Leather Industry;
- (c) the Furniture Manufacturing Industry; and
- (d) the Bedding Manufacturing Industry;

"Plastics Industry" means the manufacture of articles or parts of articles wholly or mainly from plastics;

"Plastics" means any one of the group of materials which consist of or contains as an essential ingredient an organic substance of a large molecular weight and which, while solid in the finished state, at some stage in its manufacture has been or can be forced i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application, singly or together, of heat or pressure;

"Leather Industry" means the Industry in which employers and employees are associated—

- (1) for the manufacture mainly from leather of—

- (a) footwear (including all types) but not including bespoke made footwear;
- (b) attaché cases, bags and other containers designed to hold personal effects, sporting kit, tools and documents;
- (c) harness, bridles, saddlery, saddle bags, leggings, girths stirrup straps, military equipment (other than clothing), ladies' bags, shopping bags, knitting bags, Native bags of the type commonly known as "Xhosa bags", wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets and all other like articles irrespective of their description but which are designated as substitutes for any of the aforementioned;

(2) for the tanning, dressing and fellmongering of hides and skins;

(3) in establishments in which leather goods are also manufactured, for the manufacture from materials other than leather of the articles mentioned in paragraph (1); provided that this paragraph does not include the manufacture of shopping bags made mainly of paper;

(4) For the manufacture of all types of footwear from materials other than leather;

(5) for the manufacture of travelling requisites (including trunks) mainly from leather, fibre, wood, cloth, canvas or fabric or any combination thereof;

"Furniture Manufacturing Industry" means, without in any way limiting the ordinary meaning of the expression, the manufacture either in whole or in part of all types of furniture, irrespective of the materials used, and shall include, *inter alia*, the following operations:

Repairing, upholstering, re-upholstering, spraying or polishing or re-polishing, making of loose covers or cushions or curtains or the making or repairing of box-spring mattresses or frames for upholstering, wood-machining, veneering, wood-turning, carving in connection with the manufacture or repair of furniture, polishing or re-polishing of pianos or the manufacture or staining, spraying and polishing or re-polishing of tearoom, office, church, school, bar or theatre furniture and cabinets for musical instruments and radio or wireless cabinets and includes the activities carried on in any premises where wood-machining, wood-turning or carving in connection with the production of furniture is carried on; and includes further the repairing, re-upholstering or re-polishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale, either in whole or in part, is carried on and the veneering of laminated blockboard or plywood doors used for furniture and all parts of materials used in the construction of furniture, but excluding the manufacture of articles made principally of wicker, grass or cane and the manufacture of metal furniture including the manufacture of metal bedsteads;

- (12) "handelsreisiger, gekwalifiseerd," 'n handelsreisiger met minstens vier jaar ondervinding; (50)
- (13) "handelsreisiger, ongekwalifiseerd," 'n handelsreisiger met minder as vier jaar ondervinding; (51)
- (14) "handelsreisiger se assistent" 'n werknemer wat 'n handelsreisiger vergesel en hom met die inpak, uitpak of vertoon van sy monsters help en wat die motorvoertuig mag bestuur wat die handelsreisiger in die uitvoering van sy werk gebruik; (52)
- (15) "klerk" 'n werknemer wat skryf-, tik-, lisseer- of enige ander soort klerklike werk verrig en omvat dit 'n kassier, magasynman, versendingsklerk en 'n teletoonskakelbordoperateur, 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; (12)
- (16) "klerk, man, gekwalifiseerd," 'n manlike klerk met minstens vyf jaar ondervinding; (15)
- (17) "klerk, man, ongekwalifiseerd," 'n manlike klerk met minder as vyf jaar ondervinding; (16)
- (18) "klerk, vrou, gekwalifiseerd," 'n vroulike klerk met minstens vier jaar ondervinding; (13)
- (19) "klerk, vrou, ongekwalifiseerd," 'n vroulike klerk met minder as vier jaar ondervinding; (14)
- (20) "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; (17)
- (21) "korttyd" 'n tydelike vermindering van die getal gewone werkers weens 'n slappe in die bedryf, 'n tekort aan grondstowwe of spoorwaens, wisselvalligheid van die weer of 'n onklaarraking van masjinerie of installasie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (45)
- (22) "loon" die bedrag wat ingevolge klousule 3 (i) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat—
- (i) as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werker gereeld 'n hoër bedrag betaal as dié by klousule 3 (i) voorgeskryf, dit sodanige hoër bedrag beteken;
- (ii) die eerste voorbehoudbepaling 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, omvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; (54)
- (23) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is; (7)
- (24) "magasynman" 'n werknemer wat beheer het oor 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; (46)
- (25) "masjienfaktotum" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting wat registreerds by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (36)
- (26) "masjienwerker" 'n werknemer wat seidoek of ander materiaal met 'n naaimasjien naai; (37)
- (27) "masjienwerker, gekwalifiseerd," 'n masjienwerker met minstens twee jaar ondervinding; (38)
- (28) "masjienwerker, ongekwalifiseerd," 'n masjienwerker met minder as twee jaar ondervinding; (39)
- (29) "motorvoertuig" 'n kragaangetrewe voertuig wat gebruik word vir die vervoer van goedere, uitgesonderd 'n handelsreisiger se monsters, en omvat dit ook 'n voorhaker en 'n trekker maar nie 'n mobiele hystoel nie; (41)
- (30) "noodwerk"—
- (a) 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;
- (b) 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;
- (c) enige werk in verband met die opknapping, herstel of versiening van installasie, masjinerie of skepe wat nie gedurende gewone werkure verrig kan word nie; (23)
- (31) "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

"Bedding Manufacturing Industry" means the industry in which employers and employees are associated for the manufacture of bedding which shall include—

- (i) mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches and spring units;
- (ii) studio couches;
- (iii) all operations and processes incidental to the manufacture of the articles mentioned in paragraphs (i) and (ii) if carried out by an employee employed in the manufacture of such articles, but excluding the operations and processes in the manufacture and/or assembly of metal parts of such articles; (36)
- (7) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (23)
- (8) "chargehand" means an employee who, under the supervision of a foreman or assistant foreman, is in charge of a group of labourers; (32)
- (9) "chopper-out" means an employee who is engaged in cutting out material according to template or who marks by hand or machine; (43)
- (10) "chopper-out, qualified," means a chopper-out who has had not less than two years' experience; (44)
- (11) "chopper-out, unqualified," means a chopper-out who has had less than two years' experience; (45)
- (12) "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; (15)
- (13) "clerk, female, qualified," means a female clerk who has had not less than four years' experience; (18)
- (14) "clerk, female, unqualified," means a female clerk who has had less than four years' experience; (19)
- (15) "clerk, male, qualified," means a male clerk who has had not less than five years' experience; (15)
- (16) "clerk, male, unqualified," means a male clerk who has had less than five years' experience; (16)
- (17) "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; (20)
- (18) "cutter" means an employee, other than a blindhanger, who is engaged in marking out material other than by means of a template, according to measurements or specifications supplied to or made by him and who may cut such material and supervise choppers-out or labourers; (38)
- (19) "cutter, qualified," means a cutter who has had not less than three years' experience; (39)
- (20) "cutter, unqualified," means a cutter who has had less than three years' experience; (40)
- (21) "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, measuring, addressing or despatching of goods or packages; (46)
- (22) "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; (6)
- (23) "emergency work" means—
- (i) 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;
- (ii) any work in connection with the loading or unloading of—
- (a) ships;
- (b) trucks or vehicles of the South African Railways and Harbours;
- (c) vehicles used by cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours;
- (3) any work in connection with the overhauling, repairing or servicing of plant, machinery or ships which cannot be performed during ordinary working hours; (30)
- (24) "establishment" means any premises in or in connection with which one or more employees are employed in the Canvas Goods and Allied Products Industry; (4)
- (25) "experience" means in relation to—
- (a) a clerk, the total period or periods of employment which an employee has had as a clerk in any trade or in the service of the State;

'n twee- of driewielige motorfiets, bromponie of bromfiets of 'n trapfiets met hulpmotor, die onbelaste gewig geag word hoogsens 1 000 lb te wees; (53)

(32) "onderbaas" 'n werknemer wat, onder die toesig van 'n voorman of assistent-voorman, aan die hoof staan van 'n groep arbeiders; (8)

(33) "ondervinding" met betrekking tot—

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

(b) 'n handelsreisiger, snyer, blindhanger, werknemer graad I, werknemer graad II, masjienwerker of uitknipper, die totale tydperk of tydperke wat sodanige werknemer as onderskeidelik 'n handelsreisiger, snyer, blindhanger, werknemer graad I, werknemer graad II, masjienwerker of uitknipper in die Seildoekgoedere- en Verwante Produktenywerheid werksaam was; (25)

(34) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgever werk en wat langer is as die onderskeie gewone werkure by klousule 5 (1) of (2) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk waarin 'n werknemer wie se gewone werkure by klousule 5 (1) voorgeskryf word, op 'n Sondag vir sy werkgever werk nie; (42)

(35) "senior bestuurs- of administratiewe werknemer" 'n werknemer wat in opdrag van sy werkgever werk verrig wat verantwoordelikheid meebring vir die neem van besluite van 'n administratiewe aard in die uitvoering van die werksaamhede van 'n bedryfsinrigting; (44)

(36) "Seildoekgoedere- en Verwante Produktenywerheid" die nywerheid waarin werkgewers en werknemers in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of aan registrasie onderworpe is, met mekaar geassosieer is met die doel om een of meer van die volgende artikels uit seidoek of enige ander materiaal (uitgesonderd rubber, kurk of metaal) te vervaardig, naamlik seile, vlac, teerseile, bootbedekkings, reddingsgordels, sonskerms, rolblindings, dekstoelbekleedsels, tente, kampeeruitrusting, voertuigbedekkings, tuin- of strandsambreelbekleedsel, sportuitrustingsakke, watersakke, nywerheidsvoorskote, slaapsakke, rugsakke, beddegoed-sakke, possakke, grondseile, kussingootreksels, sportreissakke en bekleedsel vir voukatels, matrasse en tuinmeubels, maar dit omvat nie die volgende nie:

- (a) Die Plastieknywerheid;
- (b) die Leernywerheid;
- (c) die Meubelnywerheid; en
- (d) die Beddegoednywerheid;

"Plastieknywerheid" die vervaardiging van artikels of gedeeltes van artikels geheel en al of hoofsaaklik van plastiek gemaak;

"plastiek" enigeen van die groep stowwe wat, as 'n essensiële bestanddeel, 'n organiese stof met 'n groot molekulêre gewig bevat of daaruit bestaan, en wat, terwyl dit in die afgewerkte vorm solied is, in die een of ander stadium tydens die vervaardiging daarvan geforseer is of geforseer kan word, dit wil sê, gegiet, gekalander, uitgestoot of gevorm is of kan word in verskillende vorms deurdat dit vloei, gewoonlik deur die aanwending van slegs hitte of slegs druk of albei saam;

"leernywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

(1) vir die vervaardiging hoofsaaklik uit leer van—

(a) skoeisel van alle tipes maar uitgesonderd skoeisel volgens maat;

(b) dokumentasse, tasse en ander houters wat bedoel is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te hou;

(c) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting (uitgesonderd klere), handsakke vir dames, inkoopsakke, breisakke, Bantoetasse van die tipe wat algemeen bekend staan as "Xhosasakke", notebeursies, beursies, horlosiebande, polsbande, halsbande vir honde, lei-band vir honde, kombesrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander dergelyke artikels afgesien van die aard daarvan maar wat bedoel is as plaasvervangers vir enigeen van voornoemde artikels;

(2) vir die looi, dresseer en bloting van huide en velle;

(3) in bedryfsinrigtings waarin leergoedere ook vervaardig word, vir die vervaardiging uit ander materiaal as leer, van die artikel genoem in paragraaf (1): Met dien verstande dat hierdie paragraaf nie die vervaardiging van inkoopsakke wat hoofsaaklik van papier gemaak is, insluit nie;

(4) vir die vervaardiging van skoeisel van alle tipes uit ander materiaal as leer;

(5) vir die vervaardiging van reisbenodigdhede (met inbegrip van koffers) hoofsaaklik uit leer, vesel, hout, doek, seildoek of weefstof of 'n kombinasie daarvan;

(b) a traveller, cutter, blindhanger, Grade I employee, Grade II employee, machinist or chopper-out, the total period or periods of employment which such employee has had as a traveller, cutter, blindhanger, Grade I employee, Grade II employee, machinist or chopper-out, respectively, in the Canvas Goods and Allied Products Industry; (33)

(26) "foreman" means an employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (47)

(27) "Grade I employee" means an employee who is engaged in any one or more of the following activities—

- (a) roping;
- (b) splicing;
- (c) making frames for blinds or awnings;

and who may install frames; (49)

(28) "Grade I employee, qualified," means a Grade I employee who has had not less than two years' experience; (50)

(29) "Grade I employee, unqualified," means a Grade I employee who has had less than two years' experience; (51)

(30) "Grade II employee" means an employee who is engaged in any one or more of the following operations or activities:

- (a) Affixing nozzels into water bags;
- (b) fixing canvas on to blind or awning frames;
- (c) hand sewing;
- (d) making tent poles;
- (e) plating or interweaving the looped ends of ropes, other than splicing ropes together;
- (f) sewing on grommets, door lines or hooks and eyes by hand or machine;
- (g) silk screening; (52)

(31) "Grade II employee qualified," means a Grade II employee who has had not less than six months' experience; (53)

(32) "Grade II employee, unqualified," means a Grade II employee who has had less than six months' experience; (54)

(33) "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; (10)

(34) "labourer" means an employee who is engaged in any one or more of the following activities:

- (a) Cleaning premises or animals or machinery, implements, tools, utensils, vehicles or other articles including finished articles;
- (b) lime-washing compounds, latrines, stables, out-buildings or similar buildings or structures;
- (c) loading or unloading;
- (d) carrying, moving or stacking articles; pushing or pulling any vehicle;
- (e) making or maintaining fires or removing refuse;
- (f) loosening, taking out, breaking or spreading stone, clay or sand, digging trenches, foundations or other excavation work;
- (g) cutting down, destroying or removing trees or vegetation;
- (h) demolishing buildings or other structures;
- (i) feeding into or taking off from machines; feeding into or drawing off from tanks or vats under supervision;
- (j) mixing ash and cement or cement and sand, mortar, concrete, stone or bitumen by hand or spreading concrete or bitumen by shovel, rake, fork or barrow;
- (k) opening or closing doors, boxes, packages, bales, sacks or bags; sealing or preparing empty cardboard containers for use in packing;

(l) tending live-stock or minding vehicles;

(m) marking branding, stencilling or affixing labels on boxes, bales, sacks or other containers, packages or articles;

(n) weighing goods on a set scale;

(o) delivering letters, messages or goods on foot or by means of a bicycle, tricycle or handpropelled vehicle;

(p) cooking rations or making tea or similar beverages;

(q) oiling or greasing machinery or vehicles, other than motor vehicles;

(r) gardening work;

(s) packing articles of uniform size and number into receptacles specially made to contain such articles;

(t) rolling up material or manufactured articles;

(u) nipping;

(v) putting in ropes, knotting cords, knotting strainers;

(w) painting poles or tent tops; staining wood for tent poles;

(x) knocking in eyelets by hand or machine provided their positions were previously indicated;

(y) clamping on metal tips with or without eyelets or press studs on web equipment;

"Meubelnywerheid" sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die vervaardiging, hetsy in die geheel of gedeeltelik, van alle soorte meubels, ongeag die materiaal wat gebruik word, en omvat onder andere ook die volgende werksaamhede:

Herstel-, stoffeer-, herstoffeer-, beits-, spuit- of poleerwerk of herpoleerwerk, die maak van los oortreksels of stoelkussings of gordyne of die maak of herstel van raamveermatrasse of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsniewerk in verband met die vervaardiging of herstel van meubels, poleer- of herpoleerwerk aan klaviere of die vervaardiging van of beitswerk, spuitwerk en poleerwerk of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroë of teaters, kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook die werksaamhede wat uitgevoer word op alle persele waar houtmasjienwerk, houtdraaiwerk of houtsniewerk uitgevoer word in verband met die vervaardiging van meubels; en ook nog herstel-, herstoffeer- of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of 'n werksaamhede wat in verband staan met die finale bereiding van 'n meubelstuk vir verkoop, of in sy geheel of gedeeltelik, uitgevoer word, en die fineerwerk aan gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes van materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van artikels wat hoofsaaklik van mandjiesgoed, gras of rottang gemaak is en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels;

"Beddegoednywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van beddegoed, wat die volgende insluit:

(a) Matrasse, veermatrasse, bomatrasse, peule, kopkussings, kussings vir ateljeerusbanke en veereenhede;

(b) ateljeerusbanke;

(c) alle werksaamhede en prosesse wat voortvloei uit die vervaardiging van die artikels genoem in paragraaf (a) en (b), indien uitgevoer deur 'n werknemer wat vir die vervaardiging van sodanige artikels in diens geneem is, maar uitgesonderd die werksaamhede en prosesse in die vervaardiging en/of montering van die metaaldele van sodanige artikels; (6)

(37) "sleepwa" enige vervoermiddel wat deur 'n motorvoertuig getrek word; (48)

(38) "snyer" 'n werknemer, uitgesonderd 'n blindinghanger, wat sonder behulp van 'n leipatroon maar volgens mate of gegewens wat aan hom verstrekk deur homself bepaal word materiaal afmerk en die materiaal kan uitsny en oor uitknippers of arbeiders toesig hou; (18)

(39) "snyer, gekwalifiseerd," 'n snyer met minstens drie jaar ondervinding; (19)

(40) "snyer, ongekwalifiseerd," 'n snyer met minder as drie jaar ondervinding; (20)

(41) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (43)

(42) "tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgewer werk van 'n tegniese of professionele aard verrig; (47)

(43) "uitknipper" 'n werknemer wat materiaal volgens 'n leipatroon uitknip of wat dit met die hand of masjien merk; (9)

(44) "uitknipper, gekwalifiseerd," 'n uitknipper met minstens twee jaar ondervinding; (10)

(45) "uitknipper, ongekwalifiseerd," 'n uitknipper met minder as twee jaar ondervinding; (11)

(46) "versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die byeenbring, nagaan, weeg, verpakking, merk, meet, adresseer of versending van goedere of pakkette; (21)

(47) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (26)

(48) "wag" 'n werknemer wat 'n perseel of eiendom bewaak; (55)

(49) "werknemer graad I" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Touwerk;

(b) splitswerk;

(c) rame vir blindings of sonskerms maak;

en wat die rame kan installeer; (27)

(50) "werknemer graad I, gekwalifiseerd," 'n werknemer graad I met minstens twee jaar ondervinding; (28)

(51) "werknemer graad I, ongekwalifiseerd," 'n werknemer graad I met minder as twee jaar ondervinding; (29)

(52) "werknemer graad II" 'n werknemer wat een of meer van die volgende bedrywighede of werksaamhede verrig:

(a) Tuite in watersakke aanbring;

(b) seildoek aan blinding- of sonskermmrame bevestig;

(z) putting wire hooks in ventilating pipes or waterbag handles; inserting washers;

(aa) painting, dipping, oiling or brushing canvas for water-proofing purposes; dressing or ironing canvas;

(bb) drilling or punching holes in walls or lintels under supervision;

(cc) cutting rope or webbing to a set measurement; cutting off threads;

(dd) laying out material preparatory to cutting;

(ee) whipping ends of ropes;

(ff) covering metal supports or brackets for awnings; (2)

(35) "law" includes the common law; (55)

(36) "machine handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment but who does not do work normally performed by an artisan; (25)

(37) "machinist" means an employee who is engaged in sewing canvas or other materials by means of a sewing machine; (26)

(38) "machinist, qualified" means a machinist who has had not less than two years' experience; (27)

(39) "machinist, unqualified," means a machinist who has had less than two years' experience; (28)

(40) "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; (5)

(41) "motor vehicle" means any power-driven vehicles used for conveying goods, other than a traveller's samples, and includes a mechanical horse and a tractor but does not include a mobile hoist; (29)

(42) "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 clause 5 (1) or (2), but does not include any period during which an employee whose ordinary hours of work are prescribed in clause 5 (1), works for his employer on a Sunday; (34)

(43) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (41)

(44) "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; (35)

(45) "short-time" means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of raw materials or railway trucks, vagaries of the weather, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (21)

(46) "storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, sorting, 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; (24)

(47) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character; (42)

(48) "trailer" means any conveyance drawn by a motor vehicle; (37)

(49) "traveller" means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (11)

(50) "traveller, qualified," means a traveller who has had not less than four years' experience; (12)

(51) "traveller, unqualified," means a traveller who has had less than four years' experience; (13)

(52) "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; (14)

(53) "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 autocycle or a cycle fitted with an auxiliary engine, the unladen weight shall be deemed not to exceed 1 000 lb; (31)

- (c) handnaaldwerk;
 (d) tentpale maak;
 (e) die lusente van toue vleg of ineenvleg, uitgesonderd toue saamsplits;
 (f) seildoekringe, deurtoue of hakies en ogies met die hand of masjien aanwerk;
 (g) syskermwerk; (30)
- (53) "werknemer graad II, gekwalifiseerd," 'n werknemer graad II met minstens ses maande ondervinding; (31)
- (54) "werknemer graad II, ongekwalifiseerd," 'n werknemer graad II met minder as ses maande ondervinding; (32)
- (55) "wet" ook die gemene reg; (35)
- (b) 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 werkgewer aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal, is dié hieronder uiteengesit:

(a) Werknemers, uitgesonderd los werknemers—

(i)

	<i>In alle gebiede Per week R</i>
Ambagsman.....	40,05
Assistent-voorman.....	33,75
Blindinghanger, ongekwalifiseerd—	
gedurende die eerste ses maande ondervinding.....	9,90
gedurende die tweede ses maande ondervinding.....	13,05
gedurende die derde ses maande ondervinding.....	16,20
gedurende die vierde ses maande ondervinding.....	19,35
gedurende die vyfde ses maande ondervinding.....	22,50
gedurende die sesde ses maande ondervinding.....	25,65
Blindinghanger, gekwalifiseerd.....	28,80
Uitknipper, ongekwalifiseerd—	
gedurende die eerste ses maande ondervinding.....	9,90
gedurende die tweede ses maande ondervinding.....	12,15
gedurende die derde ses maande ondervinding.....	14,40
gedurende die vierde ses maande ondervinding.....	16,65
Uitknipper, gekwalifiseerd.....	18,90
Klerk, vrou, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding.....	11,08
gedurende die tweede jaar ondervinding.....	13,04
gedurende die derde jaar ondervinding.....	15,00
gedurende die vierde jaar ondervinding.....	16,96
Klerk, vrou, gekwalifiseerd.....	18,92
Klerk, man, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding.....	12,00
gedurende die tweede jaar ondervinding.....	15,46
gedurende die derde jaar ondervinding.....	18,92
gedurende die vierde jaar ondervinding.....	22,38
gedurende die vyfde jaar ondervinding.....	25,85
Klerk, man, gekwalifiseerd.....	29,54
Snyer, ongekwalifiseerd—	
gedurende die eerste ses maande ondervinding.....	9,90
gedurende die tweede ses maande ondervinding.....	13,05
gedurende die derde ses maande ondervinding.....	16,20
gedurende die vierde ses maande ondervinding.....	19,35
gedurende die vyfde ses maande ondervinding.....	22,50
gedurende die sesde ses maande ondervinding.....	25,65
Snyer, gekwalifiseerd.....	28,80
Voorman.....	42,30
Werknemer graad I, ongekwalifiseerd—	
gedurende die eerste ses maande ondervinding.....	9,90
gedurende die tweede ses maande ondervinding.....	11,70
gedurende die derde ses maande ondervinding.....	13,50
gedurende die vierde ses maande ondervinding.....	15,30
Werknemer graad I, gekwalifiseerd.....	17,10
Faktotum.....	16,00
Masjienfaktotum.....	21,00
Masjienwerker, vrou, ongekwalifiseerd—	
gedurende die eerste ses maande ondervinding.....	8,10
gedurende die tweede ses maande ondervinding.....	9,90
gedurende die derde ses maande ondervinding.....	11,70
gedurende die vierde ses maande ondervinding.....	13,50
Masjienwerker, vrou, gekwalifiseerd.....	15,30

(54) "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 receives over and above the amount which he would have received if he had not been employed on such a basis; (22)

(55) "watchman" means an employee who is engaged in guarding premises or property; (48)

(b) 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)

	<i>In all areas Per week R</i>
Artisan.....	40,05
Assistant foreman.....	33,75
Blindhanger, unqualified—	
during the first six months of experience.....	9,90
during the second six months of experience.....	13,05
during the third six months of experience.....	16,20
during the fourth six months of experience.....	19,35
during the fifth six months of experience.....	22,50
during the sixth six months of experience.....	25,65
Blindhanger, qualified.....	28,80
Chopper-out, unqualified—	
during the first six months of experience.....	9,90
during the second six months of experience.....	12,15
during the third six months of experience.....	14,40
during the fourth six months of experience.....	16,65
Chopper-out, qualified.....	18,90
Clerk, female, unqualified—	
during the first year of experience.....	11,08
during the second year of experience.....	13,04
during the third year of experience.....	15,00
during the fourth year of experience.....	16,96
Clerk, female, qualified.....	18,92
Clerk, male, unqualified—	
during the first year of experience.....	12,00
during the second year of experience.....	15,46
during the third year of experience.....	18,92
during the fourth year of experience.....	22,38
during the fifth year of experience.....	25,85
Clerk, male, qualified.....	29,54
Cutter, unqualified—	
during the first six months of experience.....	9,90
during the second six months of experience.....	13,05
during the third six months of experience.....	16,20
during the fourth six months of experience.....	19,35
during the fifth six months of experience.....	22,50
during the sixth six months of experience.....	25,65
Cutter, qualified.....	28,80
Foreman.....	42,30
Grade I employee, unqualified—	
during the first six months of experience.....	9,90
during the second six months of experience.....	11,70
during the third six months of experience.....	13,50
during the fourth six months of experience.....	15,30
Grade I employee, qualified.....	17,10
Handyman.....	16,00
Machine handyman.....	21,00
Machinist, female, unqualified—	
during the first six months of experience.....	8,10
during the second six months of experience.....	9,90
during the third six months of experience.....	11,70
during the fourth six months of experience.....	13,50
Machinist, female, qualified.....	15,30

	In alle gebiede Per week R
Masjienwerker, man, ongekwalifiseerd—	
gedurende die eerste ses maande ondervinding.....	9,90
gedurende die tweede ses maande ondervinding.....	12,15
gedurende die derde ses maande ondervinding.....	14,40
gedurende die vierde ses maande ondervinding.....	16,65
Masjienwerker, man, gekwalifiseerd.....	18,90
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.....	11,25
(ii) meer as 1 000 lb maar hoogstens 6 000 lb is..	16,20
(iii) meer as 6 000 lb maar hoogstens 10 000 lb is..	20,25
(iv) meer as 10 000 lb is.....	24,30
Handelsreisiger, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding.....	30,00
gedurende die tweede jaar ondervinding.....	32,54
gedurende die derde jaar ondervinding.....	35,08
gedurende die vierde jaar ondervinding.....	37,62
Handelsreisiger, gekwalifiseerd.....	40,38
Handelsreisiger se assistent.....	12,00
(ii)	

	In die landdros- distrikte Durban, Inanda, Pinetown en Port Elizabeth	In die landdros- distrikte Oos-Londen, Pietermaritz- burg en Bloemfontein
	Per week R	Per week R
Onderbaas.....	11,25	9,45
Werknemer graad II, man, ongekwa- lifiseerd.....	9,90	8,10
Werknemer graad II, man, gekwali- fiseerd.....	10,80	8,55
Werknemer graad II, vrou, onge- kwalifiseerd.....	8,10	6,30
Werknemer graad II, vrou, gekwali- fiseerd.....	8,55	6,75
Arbeider, man, 18 jaar of ouer...	9,90	8,10
Arbeider, man, onder 18 jaar.....	7,65	5,85
Arbeider, vrou.....	8,10	6,30
Werknemer nie elders in hierdie klousule uitdruklik vermeld nie..	10,35	8,55

(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" beteken die weekloon 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, behoudens die bepalings van klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf 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,

by 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

	In all areas Per week R
Machinist, male, unqualified—	
during the first six months of experience.....	9,90
during the second six months of experience.....	12,15
during the third six months of experience.....	14,40
during the fourth six months of experience.....	16,65
Machinist, male, qualified.....	18,90
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.....	11,25
(ii) exceeds 1 000 lb but not 6 000 lb.....	16,20
(iii) exceeds 6 000 lb but not 10 000 lb.....	20,25
(iv) exceeds 10 000 lb.....	24,30
Traveller, unqualified—	
during the first year of experience.....	30,00
during the second year of experience.....	32,54
during the third year of experience.....	35,08
during the fourth year of experience.....	37,62
Traveller, qualified.....	40,38
Traveller's assistant.....	12,00
(ii)	

	In the Magis- terial Districts of Durban, Inanda, Pine- town and Port Elizabeth	In the Magis- terial Districts of East London, Pieter- maritzburg and Bloem- fontein
	Per week R	Per week R
Chargehand.....	11,25	9,45
Grade II employee, male, unquali- fied.....	9,90	8,10
Grade II employee, male, qualified	10,80	8,55
Grade II employee, female, un- qualified.....	8,10	6,30
Grade II employee, female, qualified	8,55	6,75
Labourer, male, 18 years of age or over.....	9,90	8,10
Labourer, male, under 18 years of age.....	7,65	5,85
Labourer, female.....	8,10	6,30
Employee not elsewhere in this clause specifically mentioned....	10,35	8,55

(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 fifty per cent.

(2) *Basis of contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in 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 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 werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling só uitgelê mag word dat dit 'n werkgever belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur vyf-en-veertig.

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

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

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

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

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

(a) 'n handelsreisiger wat van sy werkgevers 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 vergoed vir alle redelike uitgawes 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) '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—

- | | |
|--|------------|
| (i) waar die silinderinhoud van die voertuig waarmee die werknemer aldus gereis het hoogstens 1 250 c.c. is..... | 7,25 sent; |
| (ii) waar die silinderinhoud van sodanige voertuig meer as 1 250 c.c. maar hoogstens 2 500 c.c. is.... | 8,50 sent; |
| (iii) waar die silinderinhoud van sodanige voertuig meer as 2 500 c.c. is..... | 11 sent. |

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

(a) 'n handelsreisiger wat op enige reis wat hy in die uitvoering van sy pligte onderneem, vir 'n 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 elke 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 R4,50 vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;

(b) 'n handelsreisiger se assistent 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 elke 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 R1,20 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 subklousule (5) en (6) aan 'n werknemer betaalbaar is, binne sewe dae nadat die werknemer dit skriftelik geëis het, aan hom betaal: Met dien verstande dat 'n werknemer elke 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 elke 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 in paragraaf (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 hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by forty-five.

(b) 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 normally works a five-day week;

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

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

(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) where the engine capacity of the vehicle in which the employee so travelled, does not exceed 1 250 c.c..... | 7,25 cents; |
| (ii) where the engine capacity of such vehicles exceeds 1 250 c.c. but not 2 500 c.c..... | 8,5 cents; |
| (iii) where the engine capacity of such vehicle exceeds 2 500 c.c..... | 11 cents. |

(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 subsistence allowance of not less than four rand fifty cents 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 one rand and twenty cents 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 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;

(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.

(8) *Fietstoelae*.—'n Werkgever wat van 'n werknemer vereis om in die uitvoering van sy pligte sy eie fiets te gebruik, moet hom, benewens enige ander besoldiging aan hom verskuldig, 'n toelae van minstens 50 sent per week of, as hy 'n los werknemer is, minstens 10 sent per dag betaal.

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers*.—Behoudens die bepaling van klousule 3 (7) en 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, wekeliks in kontant of as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer of by diensbeëindiging as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n koevert 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, of 'n openbare vakansiedag in klousule 8 (1) bedoel, 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 koevert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat—

(i) op die skriftelike versoek van 'n werknemer, die bedrag aan hom verskuldig gestort mag word op sy bouvereniging- of bankrekening deur die werkgever wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;

(ii) voornoemde inligting betreffende tyd gewerk nie verstrekkend hoeft te word aan 'n werknemer wat ingevolge klousule 5 (9) (a), (b) of (c), van die werkurebepalings uitgesluit is nie.

(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 goedere van hom of van enige winkel, plek of persoon deur hom aangewys, te koop nie.

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

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

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

(b) behoudens andersluidende bepaling in hierdie Vastelling, 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 die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

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

(d) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkgever aan te neem, 'n bedrag van hoogstens;

	Per week	Per maand
	R	R
(i) Kos.....	0,95	4,10
(ii) Inwoning.....	0,45	1,95
(iii) Kos en inwoning.....	1,40	6,05;

(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 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.

(8) *Bicycle allowance*.—An employer who requires an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any other remuneration due to him an allowance of not less than 50 cents per week or, if he is a casual employee, not less than 10 cents per day.

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees*.—Save as provided in clauses 3 (7) and 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee in cash or by cheque monthly during the hours of work or within 15 minutes of ceasing work, on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in an envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or his number on the pay-roll and 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 or a public holiday referred to in clause 8 (1);
- (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 to him may be paid into his building society or bank account by his 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 in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a), (b) or (c).

(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) 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.....	0,95	4,10
(ii) Lodging.....	0,45	1,95
(iii) Board and lodging.....	1,40	6,05;

(e) wanneer die gewone werkure by 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 hoogstens een-derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;

(ii) geen aftrekking ten opsigte van korttyd wat deur 'n slapte in die bedryf of 'n tekort aan grondstowwe of spoorwaens 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) geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens die wisselvalligheid van die weer of 'n onklaarraking van masjinerie of installasie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, 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, enige 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 Bantodorp 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, vereis of hom toelaat om meer gewone werkure te werk nie as—

(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 bepalings van subparagraaf (i) hiervan, sewe en 'n half op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigeen van die ander dae tot agt en 'n kwart 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 bepalings van subparagraaf (i) hiervan nege op 'n dag.

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

(3) *Etenspouse.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aan een sonder 'n etenspouse 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 werkgever met sy werknemer ooreen mag kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgever die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

(ii) werktidperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoedsbepaling (i) of (v) 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 werktid te wees;

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

(v) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgever vereis word om op enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word;

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

(4) *Ruspouse.*—'n Werkgever moet, so na as doenlik aan die middel van elke werktidperk in die voor- en namiddag, aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en daar word geag dat so 'n pouse deel van die gewone werkure van so 'n werknemer uitmaak.

(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 or railway trucks, unless the employer has given his employee notice on the previous work-day of his intention to reduce the ordinary hours of work;

(iii) no deduction shall be made in the case of short-time arising out of the vagaries of the weather or 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 Bantu township or Bantu village under the control of such council or other authority.

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

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

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

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

(ii) subject to subparagraph (i) hereof, seven and a half 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 quarter;

(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 subparagraph (i) hereof, nine on any day.

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

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

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

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

(iii) 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) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;

(v) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;

(vi) 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.

(4) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning and afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

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

(6) *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.

(7) *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;

(c) meer as twee uur oortyd op 'n dag te werk nie, behalwe 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 nie 10 uur in enige week te bowe gaan nie;

(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 25c betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

(8) *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 werknemers op enige 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 enige week gewerk.

(9) *Voorbehoudsbepalings.*—(a) Die bepalings van hierdie klousule is nie op 'n handelsreisiger of 'n handelsreisiger se assistent van toepassing nie.

(b) Die bepalings van hierdie klousule is nie op 'n voorman, 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer van toepassing nie indien en solank so 'n werknemer gereeld 'n loon van minstens R300 per maand ontvang.

(c) Die bepalings van hierdie klousule is nie op 'n wag wie se werkgewer hom 'n vry periode van minstens 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 mag betaal wat hy sou ontvang het indien hy nie gedurende sodanige periode gewerk het nie, plus 'n bedrag van minstens twee maal sy dagloon ten opsigte van sodanige vry periode wat nie toegestaan is nie.

(d) Die bepalings van subklousules (3), (4), (5) en (6) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.

(e) Die bepalings van subklousule (4) is nie op 'n bestuurder van 'n motorvoertuig van toepassing nie.

6. JAARLIKSE VERLOF

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

(a) in die geval van 'n handelsreisiger, 'n handelsreisiger se assistent of 'n wag, 'n tydperk van 21 agtereenvolgende dae;

(b) in die geval van enige ander werknemer, 'n tydperk van twee weke plus twee werkdae;

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 wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het;

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

(6) *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.

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

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

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

(c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday, but so that 10 hours are not exceeded in any week;

(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.

(8) *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.

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

(b) The provisions of this clause shall not apply to a foreman, a senior managerial or administrative employee or a technical or professional employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R300 per month.

(c) The provisions of this clause shall not apply to a watchman whose employer grants him a free period of at least 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 during such period, plus an amount of not less than double his daily wage in respect of such period not granted.

(d) The provisions of subclauses (3), (4), (5) and (6) shall not apply to an employee while he is engaged on emergency work.

(e) The provisions of subclause (4) shall not apply to a driver of a motor vehicle.

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) a period of 21 consecutive days' leave in the case of a traveller, traveller's assistant or a watchman;

(b) a period of two weeks plus two work-day's leave in the case of every other employee;

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 which the employee was receiving immediately prior to the date on which the leave commenced;

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens twee maal die weekloon plus twee maal die dagloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het:

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, deur die getal voltooide weke in sodanige tydperk te deel; met dien verstande voorts dat by die toepassing van hierdie klousule die weekloon of die dagloon, na gelang van die geval, van 'n werknemer wat stukwerk verrig, bereken word op die grondslag uiteengesit in artikel 20 (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

(i) as sodanige verlof nie eerder verleen is nie, dit, behoudens die bepalings van subklousule (3), so verleen moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het; of, as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer mag 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 werkgever skriftelik daartoe instem, met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, mag saamval nie;

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, 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 werkgever 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 werkgever toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens oploop: 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 werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.

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

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

(5) Aan 'n werknemer wie se diens gedurende enige diens-termy van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van so 'n termyn opgeloop het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maande van sodanige diens-termy '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

(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 werkgever 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 kennisgewingstermy uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgever betaal het in plaas daarvan om aldus kennis te gee; of

(ii) in die geval van 'n werknemer in paragraaf (b), 'n bedrag van nie minder as twee maal die weekloon plus twee maal die dagloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het:

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 or the daily wage, as the case may be, 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 may 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, Republic 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 24 months of employment: Provided—

(i) that the request is made by such employee not later than four months after the expiration 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 at least until after the expiration of the period of leave.

(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.

(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 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) 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 by subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof verleen is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom verleen was.

(7) By die toepassing van hierdie klousule word die uitdrukking "diens" geag 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 enige 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 deel van sy bedryfsinrigting sluit vir 'n tydperk van twee weke en twee werkdag plus alle addisionele dae wat moontlik uit hoofde van die derde voorbehoudbepaling van subklousule (2) daarby gevoeg moet word.

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

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 normaalweg vyf dae per week werk, altesaam minstens 20 werkdag; en

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

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige 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 enige 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, aan 'n fonds of organisasie betaal wat die werknemer aanwys en

(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 portion of his establishment for a period of two weeks and two work days plus any additional days that may have to be added by virtue of the third proviso to subclause (2).

(b) An employee who at the date of the closing of an establishment or portion 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 portion of the establishment, as the case may be.

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 normally 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

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, behalwe 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 werkgever 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 werkgever vereis word om 'n werknemer sy volle loon te betaal ten opsigte van 'n tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepaling van hierdie klousule nie van toepassing is nie.

(2) 'n Werkgever 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 langer as drie agtereenvolgende werkdag; of

(b) op die werkdag onmiddellik voor of na die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag 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 weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt 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 werkgever 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 die siekteverlof wat hom dan toekom; maar sy werkgever 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 hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag 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 inwerkingtrede van hierdie Vasstelling by die toepassing van hierdie klousule 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) beteken "ongeskiktheid" onvermoë om te werk weens 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 Ongevalwet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongesiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE EN SONDAE

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

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.

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

(a) for more than three consecutive work 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, Republic Day, the Day of the Covenant or Christmas Day,

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

(3) Where, during the first cycle of 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 expiration of the said cycle of employment or on termination of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken.

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

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

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

(aa) on leave in terms of clause 6;

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

(cc) on sick leave in terms of 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 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 is payable in terms of that Act.

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) Subject to the provisions of clauses 4 (6) and 6 (2), if an employee other than a casual employee, does not work on New Year's Day, Good Friday, Ascension Day, Republic 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) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag 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 sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag word dat hy vier uur gewerk het.

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

(a) die werknemer—

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

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen 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, daar geag moet word dat hy vier uur gewerk het.

(4) Subklousules 2 en 3 is nie van toepassing nie—

(a) op 'n werknemer wat ingevolge klousule 5 (9) (a) of (b) van die werkurebepalings uitgesluit is;

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

9. STUKWERK EN KOMMISSIEWERK

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

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

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

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

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

(5) 'n Handelsreisiger wat volgens 'n ooreenkoms met sy werkgever kommissiewerk onderneem, moet, voordat sodanige werk begin, deur sy werkgever 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 by klousule 3 (1) vir so 'n handelsreisiger voorgeskryf word, asook die kommissietarief 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, weklíks, maandelíks of hoe ook al) wat die werkgever van tyd tot tyd bereid is om te aanvaar; en

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

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, Republic 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 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) The provisions of subclauses (2) and (3) shall not apply to—

(a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a) or (b);

(b) a casual employee 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) Die bepaling van die ooreenkoms wat in subklousule (5) bedoel word, mag vir die handelsreisiger geldelik nie minder voordelig as die betrokke bepaling 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 bepaling van klousule 4 (1) nie op sodanige betaling van toepassing nie.

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

(8) 'n Werkgever 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 Werkgever mag niemand onder die leeftyd van 15 jaar in diens neem nie.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgever moet alle uniforms, oorpakke, rubberstewels of ander beskermende kleren 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 toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende kleren bly die eiendom van die werkgever.

12. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgever 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 werkgever of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgever, 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 werkgever of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgever 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 werkgever 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 by 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 bepalinge in hierdie Vastelling mag 'n werkgever, in die geval waar '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 werkgever te betaal in plaas van kennis te gee, uit enige

(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) An employer or 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

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. GETALSVIRHOUDING

(1) 'n Werknemer mag nie 'n ongekwalifiseerde blindhanger, snyer, werknemer graad I, manlike masjienwerker, vroulike masjienwerker of uitknipper in diens neem nie tensy hy onderskeidelik 'n gekwalifiseerde blindhanger, snyer, werknemer graad I, manlike masjienwerker, vroulike masjienwerker of uitknipper in diens het, en vir elke gekwalifiseerde werknemer van enige klas in hierdie klousule gespesifiseer, mag hy hoogstens twee ongekwalifiseerde werknemers van dieselfde klas in diens neem.

(2) By die toepassing van hierdie klousule kan daar beskou word dat—

(a) 'n werkgever of bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n blindhanger of snyer verrig 'n gekwalifiseerde blindhanger of snyer na gelang van die geval is;

(b) 'n ongekwalifiseerde werknemer in enige klas wat 'n loon ontvang van minstens die loon by klousule 3 (1) vir 'n gekwalifiseerde werknemer van dieselfde klas voorgeskryf, 'n gekwalifiseerde werknemer in die betrokke klas is.

(3) Hierdie klousule is van toepassing op elke bedryfsinrigting van 'n werkgever afsonderlik.

14. DIENSSERTIFIKAAT

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

15. LOGBOEK

(1) 'n Werkgever moet sy bestuurder van 'n motorvoertuig voorsien van 'n logboek wat sover doentlik die volgende vorm het:

DAAGLIKSE LOG

Naam van werkgever.....
 Naam van bestuurder van motorvoertuig.....
 Datum.....19.....
 Tyd waarop werk begin het.....vm./nm.
 Tyd waarop werk opgehou het.....vm./nm.
 Getal ure gewerk.....
 Etenstye van.....vm./nm. tot.....vm./nm.
 Besonderhede omtrent enige ongeluk of vertraging.....

(Handtekening van bestuurder
 van motorvoertuig)

Datum.....19.....

(2) Elke bestuurder van 'n motorvoertuig moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse log in duplo hou en binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan by sy werkgever indien.

(3) Elke werkgever moet die kopie van die daaglikse log wat ingevolge subklousule (2) by hom ingedien is, drie jaar lank na sodanige indiening bewaar.

BYLAE

Ek/Ons (a).....
 wat die Seildoekegoedere- en Verwante Produktenywerheid beoefen te
 verklaar hierby dat.....
 in my/ons (a) diens was van die.....dag van.....19.....
 tot die.....dag van.....19..... as
 (b).....
 By diensbeëindiging was sy/haar (a) loon.....rand.....sent
 per week.

(Handtekening van werkgever
 of gemagtigde verteenwoordiger)

Datum.....19.....

(a) Skrap wat nie van toepassing is nie.

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

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. RATIO

(1) An employer shall not employ an unqualified blindhanger, cutter, grade I employee, male machinist, female machinist or chopper-out unless he has in his employ a qualified blindhanger, cutter, grade I employee, male machinist, female machinist or chopper-out, and for each qualified employee in any class specified in this clause, he shall not employ more than two unqualified employees in such class.

(2) For the purpose of this clause—

(a) an employer or manager who is wholly or mainly engaged in performing the work of a blindhanger or cutter, may be deemed to be a qualified blindhanger or cutter, as the case may be;

(b) an unqualified employee in any class who is receiving a wage of not less than that prescribed in clause 3 (1) for a qualified employee of his class, may be deemed to be a qualified employee in such class.

(3) This clause shall apply separately to each establishment of an employer.

14. 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 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.

15. LOG-BOOK

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

DAILY LOG

Name of employer.....
 Name of driver.....
 Date.....19.....
 Time of starting work.....a.m./p.m.
 Time of finishing work.....a.m./p.m.
 Number of hours worked.....
 Meal hours from.....a.m./p.m. to.....a.m./p.m.
 Particulars of any accident or delay.....

(Signature of driver)

Date.....19.....

(2) Every driver of a motor vehicle shall, in the logbook referred to in subclause (1), keep a daily log in duplicate in respect of each day's work and shall within 24 hours of the completion of the day's work to which it relates deliver a copy thereof to his employer.

(3) Every employer shall retain the copy of the daily log, which in terms of subclause (2) has been delivered to him, for a period of three years subsequent to such delivery.

SCHEDULE

I/We (a).....
 carrying on trade in the Canvas Goods and Allied Products Industry at.....
 hereby certify that.....
 was employed by me/us (a) from the.....day of.....19.....
 to the.....day of.....19.....
 as (b).....
 At the termination of employment his/her (a) wage was.....
 rand.....cents per week.

(Signature of employer or
 authorised representative)

Date.....19.....

(a) Delete whichever inapplicable.

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

No. R. 1576 1 September 1972
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG

**SEILDOEKGOEDERE EN VERWANTE
PRODUKTENYWERHEID, 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 Loonvasstelling vir die Seildoekgoedere en Verwante Produktenywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R. 1575 van 1 September 1972, 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.

No. R. 1577 1 September 1972
LOONWET, 1957

**INTREKKING VAN DIE BEPALINGS VAN
LOONVASSTELLING 140**

**SEILDOEK- EN TOUBEWERKINGSNYWERHEID,
HOOFGEBIEDE**

Ek, Marais Viljoen, Minister van Arbeid, trek hierby kragtens artikel 16 van die Loonwet, 1957, met ingang van die vierde Maandag na die datum van publikasie van hierdie kennisgewing, al die bepalings van Loonvasstelling 140, gepubliseer by Goewermentskennisgewing 1552 van 1 Augustus 1947, in.

M. VILJOEN, Minister van Arbeid.

No. R. 1576 1 September 1972
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED

**CANVAS GOODS AND ALLIED PRODUCTS
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 Canvas Goods and Allied Products Industry, Certain Areas, published under Government Notice R. 1575 of 1 September 1972, 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.

No. R. 1577 1 September 1972
WAGE ACT, 1957

**CANCELLATION OF THE PROVISIONS OF WAGE
DETERMINATION 140**

**CANVAS GOODS AND ROPEWORKING INDUSTRY,
PRINCIPAL AREAS**

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 16 of the Wage Act, 1957, cancel with effect from the fourth Monday after the date of publication of this notice, all the provisions of Wage Determination 140, published under Government Notice 1552 of 1 August 1947.

M. VILJOEN, Minister of Labour.

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