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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1581

8 September 1972

WAGE ACT, 1957

**WAGE DETERMINATION 345.—CLOTHING
 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 Clothing 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

CLOTHING INDUSTRY, CERTAIN AREAS

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all employees other than managers, in the Clothing Industry in the Republic of South Africa and to the employers of such employees: Provided that it shall not apply in the following areas, namely the Province of the Transvaal and the Magisterial Districts of Bellville, Bloemfontein, The Cape, Durban (excluding that portion which prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), East London, Frankfort, George, Inanda, Kimberley, King William's Town, Kroonstad, Lower Tugela, Paarl, Parys, Pietermaritzburg, Pine-town, Port Elizabeth, Simonstown, Somerset West, Stellenbosch, Strand, Umtata, Welkom, Worcester and Wynberg.

2. DEFINITIONS

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

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1581

8 September 1972

LOONWET, 1957

**LOONVASSTELLING 345.—KLERASIE-
 NYWERHEID, SEKERE GEBIEDE**

In opdrag van die Minister van Arbeid, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Klerasienywerheid, 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

KLERASIENYWERHEID, SEKERE GEBIEDE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op alle werknemers, uitgesonderd bestuurders, in die Klerasienywerheid in die Republiek van Suid-Afrika en op die werkgewers van sodanige werknemers: Met dien verstande dat dit nie van toepassing is nie in die volgende gebiede, naamlik die provinsie Transvaal en die landdrosdistrikte Bellville, Bloemfontein, Die Kaap, Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrikt Umlazi geval het), Oos-Londen, Frankfort, George, Inanda, Kimberley, King William's Town, Kroonstad, Laer-Tugela, Paarl, Parys, Pietermaritzburg, Pinetown, Port Elizabeth, Simonstad, Somerset-Wes, Stellenbosch, Strand, Umtata, Welkom, Worcester en Wynberg.

2. WOORDOMSKRYWINGS

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

(i) "artisan" means an employee who is engaged in work normally performed by a skilled artisan (other than minor repairs or adjustments to machinery or installations or minor repairs or renovations to buildings), 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; (iv)

(ii) "boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who makes, maintains or draws the fire in such boiler; (xvii)

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

(iv) "chopper-out" means an employee who is engaged in cutting out garments or portions of garments by hand or machine from one or more layers of material that have already been marked; (xli)

(v) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, storeman and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work; (xix)

(vi) "Clothing 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 making, irrespective of the process or method used in such making, any one or more of the following classes of wearing apparel:

- (a) Outer garments, underwear or nightwear;
- (b) ties;
- (c) men's or boys' tweed or linen hats or caps;

but does not include the knitting of any such articles or the making of—

- (i) garments to the measurement of individual persons except in the execution of orders from any Government department, provincial administration, local authority or the South African Railways and Harbours Administration;
- (ii) wearing apparel from furs or pelts;
- (iii) women's or girls' hats; and
- (iv) stockings or socks; (xviii)

(vii) "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; (xx)

(viii) "day" means the period of 24 hours from midnight to midnight; (viii)

(ix) "dispatch packer" means an employee who, under the general supervision of a foreman, forewoman or a clerk, is engaged in making up orders or in packing goods for dispatch or delivery; (xlii)

(x) "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; (x)

(xi) "emergency work" means work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence or theft, must be done without delay; (xxix)

(xii) "establishment" means any premises in or in connection with which one or more employees are employed in the Clothing Industry; (vi)

(xiii) "experience" means in relation to—

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

(b) any other class of employee, the total period or periods of employment which an employee has had in the Clothing Industry or bespoke tailoring industry in any capacity other than as a labourer, boiler attendant, dispatch packer, traveller's assistant, driver of a motor vehicle or watchman, and includes,

(i) "afwerker" 'n werknemer wat stopsel of watte in die skouers van baadjies insit, die moukuppe omkap, watte in die moukuppe sit, sybelegsels wat reeds in posisie geryg is, plat vaswerk, knoopsgate met die hand maak of die voering van die moukuppe plat vaswerk; (xiv)

(ii) "afmerker" 'n werknemer wat op 'n laag of lae materiaal die buitelyne van kledingstukke afmerk of met kryt aanbring van patrone af wat die werkgewer verskaf; (xxiii)

(iii) "algemene werker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Dryfbande verstel, masjiene olie, oliekanne vul of soortgelyke werk verrig of 'n ambagsman bystaan;

(b) garing uitreik of spoel opwen;

(c) kledingstukke opvou;

(d) baadjiebelegsels na masjienbewerking omkeer;

(e) die plekke vir sakke, knope, knoopsgate, lissies, sluiters, pyl-nate, some of omslae merk;

(f) kledingstukke in dose of ander geskikte houers of in bondels pak voordat dit na die versendingsafdeling deurgestuurd word;

(g) die rand van krae, belegsels, bande, mansjette, sakke of klappe met die hand of 'n masjien uitkeer of omkeer;

(h) hemde of ander kledingstukke vasspeld of dele van kledingstukke aanmeekaarspeld vir die doel van masjienbewerking;

(i) gewone naaldwerk;

(j) die lapels of krae van baadjies of jasse of oorjasse fatsoeneer voordat hulle van onder geryg word;

(k) die halsfatsoen van hemde, onderklere of nagklere afmerk of regknip;

(l) kledingstukke of dele van kledingstukke sorteer;

(m) die grootte of werkidentifikasienommers op kledingstukke of dele van kledingstukke stempel;

(n) ander perswerksaamhede as dié in die woordomskrywing van parser vermeld;

(o) drade afsny of afknip of kolle of merke van kledingstowwe of -stukke verwyder;

(p) materiaal in een of meer lae lê om uitgesny te word; en omvat dit ook 'n werknemer wat nie in klousule 3 (1) uitdruklik vermeld word nie; (xvii)

(iv) "ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word (uitgesonderd kleinere herstelwerk of verstellings aan masjinerie of installasies of kleinere herstelwerk of opknappings aan geboue), en by die toepassing van hierdie woordomskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet; (i)

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

(a) Persele, installasie, masjiene, voertuie, gereedskap, gerei of ander artikels skoonmaak;

(b) goedere laai of aflaai;

(c) goedere dra, versit of opstapel;

(d) boodskappe of kledingstukke of dele van kledingstukke van een plek na 'n ander plek binne 'n bedryfsinrigting dra;

(e) kartondose of ander houers oop- of toemaak of bind, negosiekiste toespyker of bale toewerk of bind of, onder die toesig van 'n versendingsverpakker of 'n klerk, goedere in pak-kette opmaak;

(f) briewe, boodskappe of goedere te voet of met 'n voet- of handaangedrewe voertuig aflewer;

(g) vure maak of stook, of rommel of as-verwyder;

(h) rubberoplossing meng;

(i) tee maak of bedien;

(j) knope volgens grootte of kleur sorteer;

(k) voertuie, behalwe motorvoertuie, olie of smeer;

(l) tuinmaak; (xviii)

(vi) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Klerasienywerheid in diens is; (xii)

(vii) "bestuurder" 'n werknemer wat deur sy werkgewer belas is met die algehele—

in the case of a presser or a general worker engaged in pressing processes, the total period or periods of employment which he has had as a presser or ironer in the laundry or dry cleaning trade; (xxx)

(xiv) "finisher" means an employee who is engaged in putting pads or wadding into shoulders of coats, fastening or serging sleeveheads, wadding sleeveheads, felling silk facings already basted into position, making button holes by hand or felling sleevehead linings by hand; (i)

(xv) "fitter-up" means an employee in the cutting room who is engaged in adjusting together the outside of garments with the cut out linings; (xxxv)

(xvi) "foreman" or "forewoman" means an employee who is in charge of the employees (other than clerks) in an establishment or a section of an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (xliii)

(xvii) "general worker" means an employee who is engaged in any one or more of the following operations:

(a) Fixing machine belts, oiling machines, filling oil cans or similar work or in assisting an artisan;

(b) issuing cottons or winding bobbins;

(c) folding garments;

(d) turning coat-facings out after machining;

(e) marking the position of pockets, buttons, button-holes, loops, fasteners, darts, hems or turn-ups;

(f) packing garments into boxes or into other suitable wrappings or into bundles prior to their being sent to the dispatch department;

(g) turning out or over the edges of collars, facings, bands, cuffs, pockets or flaps whether by hand or machine;

(h) pinning shirts or other garments or pinning together portions of garments in preparation for machining;

(i) plain sewing;

(j) shaping the lapels or collars of jackets or overcoats preparatory to underbasting;

(k) marking or trimming the shape of the necks of shirts, underwear or nightwear;

(l) sorting out garments or parts of garments;

(m) stamping the sizes or identity work numbers on garments or parts of garments;

(n) pressing processes, other than those enumerated in the definition of presser;

(o) cutting or snipping off threads or removing spots or marks from materials or garments;

(p) laying material in one or more thicknesses preparatory to cutting;

and includes an employee not specifically mentioned in clause 3 (1); (iii)

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

(a) Cleaning premises or plant, machines, vehicles, tools, utensils or other articles;

(b) loading or unloading goods;

(c) carrying, moving or stacking goods;

(d) carrying messages or garments or parts of garments from one place to another within an establishment;

(e) opening, closing or strapping cartons or other containers, nailing up packing cases or sewing up or strapping bales or, under the supervision of a dispatch packer or clerk, parcelling goods;

(f) delivering letters, messages or goods on foot or by means of a foot or hand-propelled vehicle;

(g) making or maintaining fires, or removing refuse or ashes;

(h) mixing rubber solution;

(i) preparing or serving tea;

(j) sorting buttons according to size or colour;

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

(l) gardening; (v)

(xix) "law" includes the common law; (xlv)

(xx) "learner" means an employee who is engaged in an occupation for which in clause 3 wages are prescribed in relation to length of experience and whose experience does not entitle him to the wage prescribed for a qualified employee of his class; (xxii)

(xxi) "machinist" means an employee who performs any operation by sewing machine; (xxvi)

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

(a) toesig oor,

(b) verantwoordelikheid vir, en

(c) leiding van,

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk, maar sluit nie 'n werknemer in wat 'n bestuurder aflos of tydens sy afwesigheid namens hom optree nie; (xxii)

(viii) "dag" die tydperk van 24 uur van middernag tot middernag; (viii)

(ix) "deeltydse drywer van 'n motorvoertuig" 'n werknemer wat in die reël ander werk doen as om 'n motorvoertuig te dryf maar wat op meer as twee dae in 'n week 'n motorvoertuig vir altesaam hoogstens drie uur op enige sodanige dag dryf, en by die toepassing van hierdie woordskrywing omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat hy dryf en alle tyd wat die drywer, terwyl hy in beheer van die voertuig is, aan werk in verband met die voertuig of die vraag bestee; (xxvi)

(x) "drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordskrywing omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat hy dryf, 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 dryf; (x)

(xi) "gekwalfiseerde werknemer" 'n werknemer in 'n klas werk waarvoor in klousule 3 lone na gelang van die lengte van ondervinding voorgeskryf is en wie se ondervinding hom die reg gee op die loon van 'n gekwalfiseerde werknemer van sy klas; (xxxi)

(xii) "gewone naaldwerk" een of meer van die volgende werksaamhede wat met die hand verrig word:

Permanente omslae op die pypnate vaswerk, broeksbandvoerings ryg, hakies en ogies, etikette of drukknoppe aanwerk; die hakie bo in broeke vaswerk; knope aanwerk; hanglissies maak en aanwerk; die vorkvoerings van broeke plat vaswerk; die hals van onderhemde plat vaswerk; randverstywers vaswerk; onderkante van voerings of some daarvan wat reeds klaar geryg is, plat vaswerk; omboorsels plat vaswerk; belegsels wat klaar geryg is van binne vaswerk; (xxix)

(xiii) "groep" of "span" 'n drietal of meer werknemers wat seksiewerksaamhede in verband met die maak van kledingstukke verrig; (xxxiii)

(xiv) "groepleier" of "spanleier" 'n werknemer wat in 'n groep of span algemeen verantwoordelik is vir die werk wat die werknemers van so 'n groep of span uitvoer; (xxxiv)

(xv) "handelsreisiger" 'n werknemer wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting namens so 'n inrigting bestellings vra, werf of soek; (xl)

(xvi) "handelsreisiger se assistent" 'n werknemer wat 'n handelsreisiger vergesel en hom met die inpak, uitpak of vertoon van sy monsters of advertensiebiljette help en wat die motorvoertuig kan dryf wat die handelsreisiger in die uitvoering van sy werk gebruik; (xli)

(xvii) "ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel mag maak, stook of uithaal; (ii)

(xviii) "Klerasienywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of aan registrasie onderworpe is met die doel om een of meer van die volgende soorte klere te maak ongeag die proses of metode wat by sodanige maak gevolg word:

(a) Boklere, onderklere of nagklere;

(b) dassie;

(c) tweed- of linnehoede of -pette vir mans of seuns;

maar omvat dit nie die brei van enige sodanige artikels of die maak van die volgende nie, naamlik:

(i) Klere op maat van individuele persone, behalwe klere wat op bestelling van 'n Staatsdepartement, Provinsiale Administrasie, plaaslike owerheid of die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens gemaak word;

(ii) klere van pelse of velle;

(iii) hoede vir vroue of dogters; en

(iv) kouse of sokkies; (vi)

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

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

the activities of an establishment and the employees engaged therein, but does not include an employee who relieves or acts for a manager during his absence; (vii)

(xxiii) "marker-in" means an employee who is engaged in marking or chalking the outline of garments on a layer or layers of material from patterns provided by the employer; (ii)

(xxiv) "motor vehicle" means any power-driven vehicle used for conveying goods, other than travellers' samples, and includes a mechanical horse and a tractor; (xxvii)

(xxv) "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; (xxxii)

(xxvi) "part-time driver of a motor vehicle" means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver while in charge of the vehicle or on work connected with the vehicle or the load; (ix)

(xxvii) "passer" means an employee who is responsible for passing or checking completed garments; (xxviii)

(xxviii) "peace-work" means any system under which an employee's remuneration is based on the quantity of work done; (xxxviii)

(xxix) "plain sewing" means the performing by hand of any one or more of the following operations:

Tacking permanent turn-ups; tacking waistband linings, sewing on hooks and eyes, tickets or press studs; fastening catch in tops of trousers; sewing on buttons; making and sewing on hangers; felling crutch linings in trousers; felling bottoms or waistband linings; felling necks of vests; fastening edge stays; felling bottoms of linings or seams thereof already basted into position; felling binding; fastening facings inside that have already been basted in position; (xii)

(xxx) "presser" means an employee who is engaged in pressing finished garments by hand or machine; (xxxiv)

(xxxi) "qualified employee" means an employee who is engaged in an occupation for which in clause 3 wages are prescribed in relation to length of experience and whose experience entitles him to the wage prescribed for a qualified employee of his class; (xi)

(xxxii) "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; (xxxvi)

(xxxiii) "set" or "team" means a group of employees numbering three or more engaged in performing sectional operations in the making of garments; (xiii)

(xxxiv) "set leader" or "team leader" means an employee in a set or team who is generally responsible for the work executed by the employees comprising such set or team; (xiv)

(xxxv) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of supplies, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (xxi)

(xxxvi) "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, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or a warehouse to the consuming departments in an establishment or for dispatch; (xxv)

(xxxvii) "supervisor" means an employee who, under the supervision of a foreman or forewoman, is in charge of a group of employees in an establishment or a section thereof and who is responsible for the efficient performance by them of their duties and who may supervise set leaders or team leaders; (xl)

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

(xxxix) "trailer" means any conveyance drawn by a motor vehicle; (xxxvii)

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

(xx) "kommissiewerk" 'n stelsel waarvolgens 'n handelsreisiger se besoldiging bereken word volgens die getal of waarde van die bestellings wat hy aan sy werkgewer voorlê en wat laasgenoemde aanvaar; (vii)

(xxi) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n slappe in die bedryf, 'n tekort aan voorrade of 'n onklaarraking van masjinerie of installasie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (xxxv)

(xxii) "leerling" 'n werknemer in 'n klas werk waarvoor in klousule 3 lone na gelang van die lengte van ondervinding voorgeskryf is en wie se ondervinding hom nie die reg gee op die loon van 'n gekwalifiseerde werknemer van sy klas nie; (xx)

(xxiii) "loon" die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat—

(i) as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

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

(xxiv) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (iii)

(xxv) "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; (xxxvi)

(xxvi) "masjienwerker" 'n werknemer wat enige werksaamheid met 'n naaimasjien verrig; (xxi)

(xxvii) "motorvoertuig" 'n kragangedrewe voertuig wat gebruik word vir die vervoer van goedere, uitgesonderd 'n handelsreisiger se monsters, en omvat dit ook 'n voorhaker en 'n trekker; (xxiv)

(xxviii) "nasiener" 'n werknemer wat vir die keur of nasien van afgewerkte kledingstukke verantwoordelik is; (xxvii)

(xxix) "noodwerk" enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim gedoen moet word; (xi)

(xxx) "onbelaste massa" die masse 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; (xlii)

(xxxi) "ondervinding" met betrekking tot—

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

(b) enige ander klas werknemer, die totale tydperk of tydperke wat 'n werknemer in die Klerasienywerheid of die nywerheid vir aangemete klere gewerk het in enige ander hoedanigheid as die van arbeider, ketelbediener, versendingsverpakker, handelsreisiger se assistent, drywer van 'n motorvoertuig of 'n wag, en omvat dit in die geval van 'n parser of 'n algemene werker wat parswerksaamhede verrig ook die totale tydperk of tydperke wat hy as parser of stryker in die wassery- of droogskoonmaakbedryf gewerk het; (xii)

(xxxii) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgewer werk en wat langer is as die onderskeie 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 werkgewer werk nie; (xxv)

(xxxiii) "opmaker" 'n werknemer wat voerings of tussenvoerings afmerk of sny; (xlii)

(xxxiv) "parser" 'n werknemer wat afgewerkte kledingstukke met die hand of masjien pars; (xxx)

(xxxv) "passer" 'n werknemer in die snykamer wat die buitekant van die kledingstukke met die uitgesnyde voeringe aaneenpas; (xv)

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

(xli) "traveller's assistant" means an employee who accompanies a traveller and assists him in packing, unpacking or displaying his samples or advertising posters and who may drive the motor vehicle used by the traveller in the performance of his duties; (xvi)

(xlii) "trimmer" means an employee who is engaged in marking in or cutting linings or interlinings; (xxxiii)

(xlii) "unladen mass" means the mass 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; (xxx)

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

(i) 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) 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; (xxiii)

(xlv) "watchman" means an employee engaged in guarding premises or property. (xlv)

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

3. REMUNERATION

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

(a) Employees other than casual employees and set leaders or team leaders.

(i)

	<i>In all areas Per week R</i>
Artisan.....	46,00
Clerk:	
Male, learner—	
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
Thereafter as a qualified employee.....	29,54
Female, learner—	
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
Thereafter as a qualified employee.....	18,92
Foreman.....	42,00
Forewoman.....	30,00
Supervisor.....	20,00
Traveller, learner—	
during the first year of experience.....	32,31
during the second year of experience.....	35,17
during the third year of experience.....	39,23
during the fourth year of experience.....	42,69
Thereafter as a qualified employee.....	46,15
Traveller's assistant.....	13,70

(xxxvii) "sleepwa" enige vervoermiddel wat deur 'n motorvoertuig getrek word (xxxix)

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

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

(xl) "toesighouer" 'n werknemer wat onder die toesig van 'n voorman of voorvrou oor 'n groep werknemers in 'n bedryfsinrigting of 'n afdeling daarvan toesig hou en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer, en wat oor groep- of spanleiers toesig mag hou; (xxxvii)

(xli) "uitsnyer" 'n werknemer wat kledingstukke of dele van kledingstukke met die hand of 'n masjien uitsny uit een of meer lae materiaal wat reeds afgemerk is; (iv)

(xlii) "versendingsverpakker" 'n werknemer wat onder die algemene toesig van 'n voorman, voorvrou of klerk, bestellings opmaak of goedere vir vervoer of aflewering verpak; (ix)

(xliii) "voorman" of "voorvrou" 'n werknemer wat oor die werknemers (uitgesonderd klerke) in 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting toesig hou, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer; (xvi)

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

(xlv) "Wet" ook die Gemene Wet. (xix)

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

3. BESOLDIGING

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

(a) Werknemers uitgesonderd los werknemers en groepleiers of spanleiers.

(i)

	<i>In alle gebiede Per week R</i>
Ambagsman.....	46,00
Klerk:	
Man, leerling—	
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
Daarna as 'n gekwalifiseerde werknemer.....	29,54
Vrou, leerling—	
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
Daarna as 'n gekwalifiseerde werknemer.....	18,92
Voorman.....	42,00
Voorvrou.....	30,00
Toesighouer.....	20,00
Handelsreisiger, leerling—	
gedurende die eerste jaar ondervinding.....	32,31
gedurende die tweede jaar ondervinding.....	35,17
gedurende die derde jaar ondervinding.....	39,23
gedurende die vierde jaar ondervinding.....	42,69
Daarna as 'n gekwalifiseerde werknemer.....	46,15
Handelsreisiger se assistent.....	13,70

(ii)	In the Magisterial Districts of Umlazi and Umzinto			In the Magisterial District of Camperdown			In the Magisterial District of Newcastle			In the Magisterial District of Klip River			In all other areas		
	During the first twelve months after this Determination becomes binding	During the second twelve months after this Determination becomes binding	Thereafter	During the first twelve months after this Determination becomes binding	During the second twelve months after this Determination becomes binding	Thereafter	During the first twelve months after this Determination becomes binding	During the second twelve months after this Determination becomes binding	Thereafter	During the first twelve months after this Determination becomes binding	During the second twelve months after this Determination becomes binding	Thereafter	During the first twelve months after this Determination becomes binding	During the second twelve months after this Determination becomes binding	Thereafter
Marker-in:	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week
Male, learner—	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
during the first six months of experience.....	5,45	5,70	5,95	4,60	4,80	5,00	4,30	4,50	4,70	4,00	4,20	4,40	3,75	3,90	4,05
during the second six months of experience.....	6,85	7,15	7,45	6,05	6,30	6,60	5,75	6,00	6,25	5,30	5,55	5,80	4,95	5,15	5,35
during the third six months of experience.....	8,25	8,60	8,95	7,50	7,80	8,20	7,20	7,50	7,80	6,60	6,90	7,20	6,15	6,40	6,70
during the fourth six months of experience.....	9,65	10,05	10,45	8,95	9,30	9,80	8,65	9,00	9,35	7,90	8,25	8,60	7,35	7,70	8,05
during the fifth six months of experience.....	11,05	11,50	11,95	10,40	10,85	11,40	10,10	10,50	10,95	9,20	9,60	10,05	8,60	9,00	9,40
during the sixth six months of experience.....	12,45	12,95	13,50	11,85	12,40	13,00	11,55	12,00	12,55	10,50	11,00	11,50	9,85	10,30	10,75
during the seventh six months of experience.....	13,85	14,40	15,05	13,30	13,95	14,60	13,00	13,55	14,15	11,85	12,40	12,95	11,10	11,60	12,10
during the eighth six months of experience.....	15,25	15,90	16,60	14,80	15,50	16,20	14,45	15,10	15,75	13,20	13,80	14,40	12,35	12,90	13,45
during the ninth six months of experience.....	16,65	17,40	18,15	16,30	17,05	17,80	15,90	16,65	17,35	14,55	15,20	15,85	13,60	14,20	14,80
during the tenth six months of experience.....	18,10	18,90	19,70	17,80	18,60	19,40	17,40	18,20	18,95	15,90	16,60	17,30	14,85	15,50	16,15
Thereafter as a qualified employee.....	19,55	20,40	21,25	19,30	20,15	21,00	18,90	19,75	20,55	17,25	18,00	18,75	16,10	16,80	17,50
Female, learner—															
during the first six months of experience.....	5,20	5,40	5,60	4,60	4,80	5,00	4,30	4,50	4,70	4,00	4,20	4,40	3,75	3,90	4,05
during the second six months of experience.....	7,05	7,35	7,60	6,00	6,30	6,55	5,70	6,00	6,25	5,10	5,40	5,65	4,90	5,10	5,30
during the third six months of experience.....	8,90	9,30	9,60	7,40	7,80	8,10	7,10	7,50	7,80	6,20	6,60	6,90	6,05	6,30	6,60
during the fourth six months of experience.....	10,75	11,25	11,65	8,85	9,30	9,65	8,55	9,00	9,35	7,40	7,80	8,15	7,20	7,50	7,90
during the fifth six months of experience.....	12,60	13,20	13,70	10,30	10,80	11,20	10,00	10,50	10,90	8,60	9,00	9,40	8,40	8,75	9,20
during the sixth six months of experience.....	14,50	15,15	15,75	11,75	12,30	12,75	11,45	12,00	12,45	9,80	10,25	10,65	9,60	10,05	10,50
during the seventh six months of experience.....	—	—	—	13,20	13,80	14,30	12,90	13,50	14,00	11,00	11,50	11,95	10,80	11,30	11,80
during the eighth six months of experience.....	—	—	—	14,65	15,30	15,90	14,35	15,00	15,60	12,20	12,75	13,25	12,00	12,55	13,10
Thereafter as a qualified employee.....	16,40	17,10	17,80	16,10	16,80	17,50	15,80	16,50	17,20	13,40	14,00	14,55	13,20	13,80	14,40
Driver of a motor vehicle, the unladen mass of which together with the unladen mass of any trailer or trailers drawn by such vehicle—															
(i) does not exceed 2 700 kg.....	16,60	16,60	16,60	16,60	16,60	16,60	12,50	12,50	12,50	12,50	12,50	12,50	12,50	12,50	12,50
(ii) exceeds 2 700 kg.....	20,10	20,10	20,10	20,10	20,10	20,10	16,50	16,50	16,50	16,50	16,50	16,50	16,50	16,50	16,50
Passer.....	15,00	16,00	17,00	14,75	15,00	15,25	14,00	14,50	15,00	14,25	14,50	14,75	14,00	14,25	14,50
Machinist, presser, chopper-out, trimmer, finisher, fitter-up:															
Male, learner—															
during the first six months of experience.....	4,50	4,70	4,90	4,15	4,30	4,50	4,00	4,20	4,40	3,80	3,95	4,15	3,60	3,70	3,90
during the second six months of experience.....	5,80	6,10	6,35	5,00	5,20	5,45	4,80	5,05	5,30	4,55	4,75	4,95	4,30	4,45	4,65
during the third six months of experience.....	7,10	7,50	7,80	5,85	6,10	6,40	5,10	5,90	6,20	5,30	5,55	5,75	5,00	5,20	5,40
during the fourth six months of experience.....	8,40	8,90	9,25	6,70	7,00	7,35	6,40	6,75	7,10	6,05	6,35	6,65	5,70	5,95	6,15
during the fifth six months of experience.....	9,70	10,30	10,70	7,55	7,90	8,30	7,25	7,60	8,00	6,80	7,15	7,55	6,40	6,70	6,95
during the sixth six months of experience.....	11,00	11,70	12,15	8,45	8,80	9,25	8,10	8,45	8,90	7,55	7,95	8,20	7,10	7,45	7,75
during the seventh six months of experience.....	12,30	13,10	13,65	9,35	9,75	10,20	8,95	9,30	9,80	8,30	8,75	9,05	7,80	8,20	8,55
during the eighth six months of experience.....	13,70	14,50	15,15	10,25	10,70	11,15	9,80	10,20	10,70	9,10	9,55	9,90	8,55	8,95	9,35
during the ninth six months of experience.....	—	—	—	11,15	11,65	12,15	10,65	11,10	11,60	9,90	10,35	10,75	9,30	9,70	10,15
Thereafter as a qualified employee.....	15,30	15,95	16,65	12,05	12,60	13,15	11,50	12,00	12,50	10,70	11,15	11,60	10,05	10,50	10,55
Female, learner—															
during the first six months of experience.....	4,50	4,70	4,90	4,15	4,30	4,50	4,00	4,20	4,35	3,80	3,95	4,15	3,60	3,70	3,90
during the second six months of experience.....	5,65	5,90	6,15	4,95	5,15	5,40	4,80	5,05	5,25	4,55	4,75	5,00	4,30	4,45	4,70
during the third six months of experience.....	6,80	7,10	7,40	5,75	6,00	6,30	5,60	5,90	6,15	5,30	5,55	5,85	5,00	5,20	5,50
during the fourth six months of experience.....	7,95	8,30	8,65	6,60	6,85	7,20	6,40	6,75	7,05	6,10	6,35	6,70	5,75	5,95	6,30
during the fifth six months of experience.....	9,10	9,50	9,90	7,45	7,75	8,10	7,25	7,60	7,95	6,90	7,15	7,55	6,50	6,70	7,10
during the sixth six months of experience.....	10,30	10,75	11,20	8,30	8,65	9,00	8,10	8,45	8,85	7,70	8,00	8,40	7,25	7,50	7,90
during the seventh six months of experience.....	—	—	—	9,15	9,55	9,95	8,95	9,30	9,75	8,50	8,85	9,25	8,00	8,30	8,70
Thereafter as a qualified employee.....	11,50	12,00	12,50	10,00	10,45	10,90	9,80	10,20	10,65	9,30	9,70	10,15	8,75	9,10	9,50
Part-time driver of a motor vehicle.....	13,20	13,20	13,20	13,20	13,20	13,20	10,00	10,00	10,00	10,00	10,00	10,00	10,00	10,00	10,00
General worker:															
Learner—															
during the first six months of experience.....	4,50	4,70	4,85	4,15	4,30	4,45	4,05	4,20	4,35	3,80	3,95	4,10	3,60	3,70	3,85
during the second six months of experience.....	5,45	5,70	5,90	5,05	5,25	5,45	4,85	5,05	5,25	4,55	4,75	4,95	4,20	4,35	4,55
during the third six months of experience.....	6,40	6,70	6,95	5,95	6,20	6,45	5,65	5,90	6,15	5,30	5,55	5,75	4,85	5,00	5,25
during the fourth six months of experience.....	7,35	7,70	8,00	6,85	7,15	7,45	6,45	6,75	7,05	6,05	6,35	6,60	5,50	5,70	5,95
Thereafter as a qualified employee.....	8,35	8,70	9,05	7,75	8,10	8,45	7,25	7,60	7,95	6,80	7,15	7,45	6,15	6,40	6,70
Boiler attendant.....	8,05	8,40	8,75	7,70	8,05	8,40	7,35	7,70	8,00	6,90	7,20	7,50	6,55	6,85	7,15
Despatch packer.....	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Watchman.....	5,20	5,40	5,65	4,95	5,15	5,35	4,65	4,85	5,05	4,30	4,50	4,70	4,05	4,20	4,40
Labourer, male, under 18 years.....	6,90	7,20	7,50	6,55	6,85	7,15	6,20	6,50	6,75	5,75	6,00	6,25	5,40	5,65	5,90
Labourer, male, 18 years of age or over.....	5,50	5,75	6,00	5,25	5,50	5,70	4,95	5,20	5,40	4,60	4,80	5,00	4,30	4,50	4,70

(ii)	In die landdrosdistrikte Umlazi en Umzimt			In die landdrosdistrik Camperdown			In die landdrosdistrik Newcastle			In die landdrosdistrik Kliprivier			In alle ander gebiede		
	Gedurende die eerste twaalf maande nadat hierdie vastelling bindend word	Gedurende die tweede twaalf maande nadat hierdie vastelling bindend word	Daarna	Gedurende die eerste twaalf maande nadat hierdie vastelling bindend word	Gedurende die tweede twaalf maande nadat hierdie vastelling bindend word	Daarna	Gedurende die eerste twaalf maande nadat hierdie vastelling bindend word	Gedurende die tweede twaalf maande nadat hierdie vastelling bindend word	Daarna	Gedurende die eerste twaalf maande nadat hierdie vastelling bindend word	Gedurende die tweede twaalf maande nadat hierdie vastelling bindend word	Daarna	Gedurende die eerste twaalf maande nadat hierdie vastelling bindend word	Gedurende die tweede twaalf maande nadat hierdie vastelling bindend word	Daarna
Afmerker:	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Man, leerling—															
gedurende die eerste ses maande ondervinding.....	5,45	5,70	5,95	4,60	4,80	5,00	4,30	4,50	4,70	4,00	4,20	4,40	3,75	3,90	4,05
gedurende die tweede ses maande ondervinding.....	6,85	7,15	7,45	6,05	6,30	6,60	5,75	6,00	6,25	5,50	5,75	6,00	4,95	5,15	5,35
gedurende die derde ses maande ondervinding.....	8,25	8,60	8,95	7,50	7,80	8,10	7,20	7,50	7,80	7,00	7,30	7,60	6,15	6,40	6,70
gedurende die vierde ses maande ondervinding.....	9,65	10,05	10,45	8,95	9,30	9,65	8,65	9,00	9,35	8,60	8,95	9,30	7,35	7,70	8,05
gedurende die vyfde ses maande ondervinding.....	11,05	11,50	11,95	10,40	10,85	11,30	10,15	10,50	10,95	10,20	10,60	11,05	8,60	9,00	9,40
gedurende die sesde ses maande ondervinding.....	12,45	12,95	13,50	11,85	12,40	13,00	11,55	12,00	12,55	11,80	12,30	12,85	10,05	10,50	11,05
gedurende die sewende ses maande ondervinding.....	13,85	14,40	15,05	13,30	13,95	14,60	13,00	13,55	14,15	13,20	13,80	14,40	11,10	11,60	12,10
gedurende die agtste ses maande ondervinding.....	15,25	15,90	16,60	14,80	15,50	16,20	14,45	15,10	15,75	14,50	15,20	15,90	12,35	12,90	13,45
gedurende die negende ses maande ondervinding.....	16,65	17,40	18,15	16,30	17,05	17,80	15,90	16,65	17,35	15,50	16,25	17,00	13,60	14,20	14,80
gedurende die tiende ses maande ondervinding.....	18,10	18,90	19,70	17,80	18,60	19,40	17,40	18,20	19,00	17,50	18,30	19,10	14,85	15,50	16,15
Daarna as 'n gekwalifiseerde werknemer.....	19,55	20,40	21,25	19,30	20,15	21,00	18,90	19,75	20,55	17,25	18,00	18,75	16,10	16,80	17,50
Vrou, leerling—															
gedurende die eerste ses maande ondervinding.....	5,20	5,40	5,60	4,60	4,80	5,00	4,30	4,50	4,70	4,00	4,20	4,40	3,75	3,90	4,05
gedurende die tweede ses maande ondervinding.....	7,05	7,35	7,60	6,00	6,30	6,55	5,70	6,00	6,25	5,10	5,40	5,65	4,90	5,10	5,30
gedurende die derde ses maande ondervinding.....	8,90	9,30	9,60	7,40	7,80	8,10	7,10	7,50	7,80	6,20	6,60	6,90	6,05	6,30	6,60
gedurende die vierde ses maande ondervinding.....	10,75	11,25	11,65	8,85	9,30	9,65	8,55	9,00	9,35	7,40	7,80	8,15	7,20	7,50	7,90
gedurende die vyfde ses maande ondervinding.....	12,60	13,20	13,70	10,30	10,80	11,20	10,00	10,50	10,90	8,60	9,00	9,40	8,40	8,75	9,20
gedurende die sesde ses maande ondervinding.....	14,50	15,15	15,75	11,75	12,30	12,75	11,45	12,00	12,45	9,80	10,25	10,65	9,60	10,05	10,50
gedurende die sewende ses maande ondervinding.....	—	—	—	13,20	13,80	14,30	12,90	13,50	14,00	11,00	11,50	11,95	10,80	11,30	11,80
gedurende die agtste ses maande ondervinding.....	—	—	—	14,65	15,30	15,90	14,35	15,00	15,60	12,20	12,75	13,25	12,00	12,55	13,10
Daarna as 'n gekwalifiseerde werknemer.....	16,40	17,10	17,80	16,10	16,80	17,50	15,80	16,50	17,20	13,40	14,00	14,55	13,20	13,80	14,40
Drywer van 'n motorvoertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleep- weens deur sodanige voertuig getrek—															
(i) hoogstens 2 700 kg is.....	16,60	16,60	16,60	16,60	16,60	16,60	12,50	12,50	12,50	12,50	12,50	12,50	12,50	12,50	12,50
(ii) meer as 2 700 kg is.....	20,10	20,10	20,10	20,10	20,10	20,10	16,50	16,50	16,50	16,50	16,50	16,50	16,50	16,50	16,50
Nasiener.....	15,00	16,00	17,00	14,75	15,00	15,25	14,00	14,50	15,00	14,25	14,50	14,75	14,00	14,25	14,50
Masjienwerker, parser, uitsnyer, opmaker, afwerker, passier:															
Man, leerling—															
gedurende die eerste ses maande ondervinding.....	4,50	4,70	4,90	4,15	4,30	4,50	4,00	4,20	4,40	3,80	3,95	4,15	3,60	3,70	3,90
gedurende die tweede ses maande ondervinding.....	5,80	6,10	6,35	5,00	5,20	5,45	4,80	5,05	5,30	4,55	4,75	4,95	4,30	4,45	4,65
gedurende die derde ses maande ondervinding.....	7,10	7,50	7,80	5,85	6,10	6,40	5,10	5,30	5,60	5,30	5,55	5,75	5,00	5,20	5,40
gedurende die vierde ses maande ondervinding.....	8,40	8,90	9,25	6,70	7,00	7,35	6,40	6,75	7,10	6,05	6,35	6,65	5,70	5,95	6,15
gedurende die vyfde ses maande ondervinding.....	9,70	10,30	10,70	7,55	7,90	8,30	7,25	7,60	8,00	6,80	7,15	7,35	6,40	6,70	6,95
gedurende die sesde ses maande ondervinding.....	11,00	11,70	12,15	8,45	8,80	9,25	8,10	8,45	8,90	7,55	7,95	8,20	7,10	7,45	7,75
gedurende die sewende ses maande ondervinding.....	12,30	13,10	13,65	9,35	9,75	10,20	8,95	9,30	9,80	8,30	8,75	9,05	7,80	8,20	8,55
gedurende die agtste ses maande ondervinding.....	13,70	14,50	15,15	10,25	10,70	11,15	9,80	10,20	10,70	9,10	9,55	9,90	8,55	8,95	9,35
gedurende die negende ses maande ondervinding.....	—	—	—	11,15	11,65	12,15	10,65	11,10	11,60	9,90	10,35	10,75	9,30	9,70	10,15
Daarna as 'n gekwalifiseerde werknemer.....	15,30	15,95	16,65	12,05	12,60	13,15	11,50	12,00	12,50	10,70	11,15	11,60	10,05	10,50	10,55
Vrou, leerling—															
gedurende die eerste ses maande ondervinding.....	4,50	4,70	4,90	4,15	4,30	4,50	4,00	4,20	4,35	3,80	3,95	4,15	3,60	3,70	3,90
gedurende die tweede ses maande ondervinding.....	5,65	5,90	6,15	4,95	5,15	5,40	4,80	5,05	5,25	4,55	4,75	4,95	4,30	4,45	4,70
gedurende die derde ses maande ondervinding.....	6,80	7,10	7,40	5,75	6,00	6,30	5,60	5,90	6,15	5,30	5,55	5,85	5,00	5,20	5,50
gedurende die vierde ses maande ondervinding.....	7,95	8,30	8,65	6,60	6,85	7,20	6,40	6,75	7,05	6,10	6,35	6,70	5,75	5,95	6,30
gedurende die vyfde ses maande ondervinding.....	9,10	9,50	9,90	7,45	7,75	8,10	7,25	7,60	7,95	6,90	7,15	7,55	6,50	6,70	7,10
gedurende die sesde ses maande ondervinding.....	10,30	10,75	11,20	8,30	8,65	9,00	8,10	8,45	8,85	7,70	8,00	8,40	7,25	7,50	7,90
gedurende die sewende ses maande ondervinding.....	—	—	—	9,15	9,55	9,95	8,95	9,30	9,75	8,50	8,85	9,25	8,00	8,30	8,70
Daarna as 'n gekwalifiseerde werknemer.....	11,50	12,00	12,50	10,00	10,45	10,90	9,80	10,20	10,65	9,30	9,70	10,15	8,75	9,10	9,50
Deeltydse drywer van 'n motorvoertuig.....	13,20	13,20	13,20	13,20	13,20	13,20	10,00	10,00	10,00	10,00	10,00	10,00	10,00	10,00	10,00
Algemene werker, leerling—															
gedurende die eerste ses maande ondervinding.....	4,50	4,70	4,85	4,15	4,30	4,45	4,05	4,20	4,35	3,80	3,95	4,10	3,60	3,70	3,85
gedurende die tweede ses maande ondervinding.....	5,45	5,70	5,90	5,05	5,25	5,45	4,85	5,05	5,25	4,55	4,75	4,95	4,20	4,35	4,55
gedurende die derde ses maande ondervinding.....	6,40	6,70	6,95	5,95	6,20	6,45	5,65	5,90	6,15	5,30	5,55	5,75	4,85	5,00	5,25
gedurende die vierde ses maande ondervinding.....	7,35	7,70	8,00	6,85	7,15	7,45	6,45	6,75	7,05	6,05	6,35	6,60	5,50	5,70	5,95
Daarna as 'n gekwalifiseerde werknemer.....	8,35	8,70	9,05	7,75	8,10	8,45	7,25	7,60	7,95	6,80	7,15	7,45	6,15	6,40	6,70
Ketelbediener.....															
Versendingsverpakker.....	8,05	8,40	8,75	7,70	8,05	8,40	7,35	7,70	8,00	6,90	7,20	7,50	6,55	6,85	7,15
Wag.....															
Arbeider, man, onder 18 jaar.....	5,20	5,40	5,65	4,95	5,15	5,35	4,65	4,85	5,05	4,30	4,50	4,70	4,05	4,20	4,40
Arbeider, man, 18 jaar of ouer.....	6,90	7,20	7,50	6,55	6,85	7,15	6,20	6,50	6,75	5,75	6,00	6,25	5,40	5,65	5,90
Arbeider, vrou.....	5,50	5,75	6,00	5,25	5,50	5,70	4,95	5,20	5,40	4,60	4,80	5,00	4,30	4,50	4,70

(b) *Set leader of team leader.*—An employee who is required to perform the duties of a set leader or team leader shall while so employed, be paid an additional amount of not less than ten per cent of the wage prescribed in paragraph (a) for a qualified employee of his class.

(c) *Casual employee.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one fifth of the weekly wage prescribed for an employee in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class, and provided further that, where the employer requires a casual employee to work for a period of not more than four consecutive hours on any one 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 (5), 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 or ordinary hours of work applicable to him in terms of clause 5 or less.

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

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

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

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate, and,

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

Provided that—

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

(ii) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring his employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee;

(iii) for the purpose of this subclause the expression "rising scale", when it relates to any class of employee for which increments are prescribed on the basis of length of experience, shall be deemed to include and terminate with the wage prescribed for a qualified employee of that class.

(4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of ordinary hours of work which he ordinarily works in a week.

(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 one 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

(b) *Groepleier of spanleier.*—'n Werknemer van wie vereis word om die pligte van 'n groepleier of spanleier uit te voer, moet, terwyl hy aldus in diens is, 'n addisionele bedrag van minstens 10 persent betaal word van die loon wat in paragraaf (a) vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf is.

(c) *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 (5), 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

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op dié kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande dat—

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

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

(iii) by die toepassing van hierdie subklousule die uitdrukking "stygende loonskaal", wanneer dit betrekking het op 'n klas werknemer vir wie verhogings voorgeskryf word op die grondslag van lengte van ondervinding, geag word die loon wat vir 'n gekwalifiseerde werknemer van dié klas voorgeskryf word, in te sluit en daarop te eindig.

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat hy gewoonlik in 'n week werk.

(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 werkgewer se motorvoertuig gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgewer 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 motor-

for the performance of his duties, his employer shall pay him a transport allowance for each kilometre 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 cm³: 4,5 cents;
- (ii) where the engine capacity of such vehicle exceeds 1 250 cm³ but not 2 500 cm³: 5,3 cents;
- (iii) where the engine capacity of such vehicle exceeds 2 500 cm³: 6,9 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 a subsistence allowance of not less than five rand 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 eighty 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 respect of any claim in terms of subclause (5) (b), the distance 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.

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clauses 3 (7) and 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work on the usual pay-day of the establishment for such employee or 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;

voertuig vir die uitvoering van sy pligte te verskaf, moet sy werkgever hom vir elke kilometer 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 cm³ is: 4,5 sent;
- (ii) waar die silinderinhoud van sodanige voertuig meer as 1 250 cm³ maar hoogstens 2 500 cm³ is: 5,3 sent;
- (iii) waar die silinderinhoud van sodanige voertuig meer as 2 500 cm³ is: 6,9 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 vyf rand 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 een rand en tagtig sent vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;

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

(7) (a) 'n Werkgever moet alle toelae en uitgawes wat ingevolge subklousules (5) en (6) aan 'n werknemer betaalbaar is, 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 tydstop 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 van 'n eis ingevolge subklousule (5) (b), die afstand 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.

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepalings van klousules 3 (7) en 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, wettlik in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, 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 moet 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;

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 (d).

(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) *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) a deduction of an amount not exceeding five cents in respect of each meal supplied by an employer to his employee: Provided that such deduction shall not exceed 25 cents in any week;

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

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

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

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

(1) *Ordinary hours of work.*—An employer shall not require or permit an employee, other than a casual employee, 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, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and one-half;

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

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

(ii) subject to 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

en sodanige koevert of houer waarop hierdie inligting aange-teken 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 oor-handig;

(ii) voornoemde inligting betreffende tyd gewerk nie ver-strek hoef te word aan 'n werknemer wat ingevolge klousule 5 (9) (a), (b) of (d) van die werkurebeplannings 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 werk-gever betaal of deur hom aangeneem word nie.

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

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

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

(b) behoudens andersluidende bepaling in hierdie Vasstelling, telkens wanneer 'n werknemer '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) 'n bedrag van hoogstens vyf sent ten opsigte van elke ete deur 'n werkgever aan sy werknemer verskaf: Met dien ver-stande dat so 'n aftrekking hoogstens 25 sent in 'n week mag wees;

(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 werk-nemer 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 voorrade 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 vir die eerste uur waarin daar nie gewerk word nie weens '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 plaas- like owerheid betaal het aan die huur van 'n huis of aan huis- vesting in 'n tehuus 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 werk-nemer, 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 Sater- dag; en

(ii) behoudens subparagraaf (i) hiervan, agt 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 half verleng kan word;

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

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

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

(2) 'n Werkgever mag nie van 'n los werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n dag te werk nie.

(3) *Etenspouse.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n eten spouse van minstens een uur te werk nie, en gedurende

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) *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 R280 per month.

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

sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—

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

(ii) werktydperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudsbepaling (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 werktyd 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 werkgewer vereis word om op enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens vyftien minute verkort mag word;

(vi) 'n drywer 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) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan 'die middel van elke werktydperk 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.

(5) *Werkure moet agtereenvolgend wees.*—Behoudens die bepaling 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, tien uur in 'n week.

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

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

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

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

(b) Die bepalinge 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 R280 per maand ontvang.

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

(d) 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.

6. ANNUAL LEAVE

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

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

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

and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced;

(ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced:

Provided that for the purpose of this clause the weekly wage of a traveller who is employed on commission work shall be calculated by dividing the remuneration payable to him by virtue of his agreement in accordance with clause 9 (7) in respect of the 12 months immediately preceding the date of the accrual of his leave by 52, or, if he has had less than 12 months of such employment, by dividing the total remuneration so payable to him during his period of such employment by the number of completed weeks in such period: Provided further that for the purpose of this clause the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section 20 (5) of the Factories, Machinery and Building Work Act, 1941.

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

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto, in writing, before the expiration of the said period of four months, the employer 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.

(d) Die bepalinge 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 dubbel sy dagloon ten opsigte van sodanige vry periode wat nie toegestaan is nie.

6. JAARLIKSE VERLOF

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

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

(b) in die geval van enige ander werknemer, 14 agtereenvolgende dae,

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

(i) in die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag van minstens drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het;

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens twee maal die weekloon 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 dienstrydperk 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 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 werkgewer bepaal: Met dien verstande dat—

(i) as sodanige verlof nie eerder verleen is nie, dit, behoudens die bepalinge van subklousule (3), so verleen moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het; of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer 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 werkgewer 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 werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

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

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

(ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.

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

(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 subclause (1) (a), one-fourth; and
- (b) in the case of an employee referred to in subclause (1) (b), one-sixth;

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

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

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

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

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

- (a) any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice;
- (b) any period during which an employee is absent—
 - (i) on leave in terms of this clause;
 - (ii) on sick leave in terms of clause 7;
 - (iii) on the instructions or at the request of his employer;

amounting in the aggregate in any year to not more than 10 weeks; and

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

and employment shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the coming into force of this Determination and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of 12 months, close his establishment or portion of his establishment for 14 consecutive 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 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 his establishment, as the case may be.

(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 diensttermyn van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van so 'n termyn opgeloopt het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diensttermyn 'n bedrag betaal word van minstens—

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

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen het, 'n eweredige bedrag kan afrek; en voorts met dien verstande dat 'n werknemer—

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

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

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf 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 Vastelling, 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 Vastelling 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 Vastelling, 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 14 agtereenvolgende dae plus alle addisionele dae wat moontlik uit hoofde van die derde voorbehoudsbepaling van subklousule (2) daarby gevoeg moet word.

(b) 'n Werknemer wat op die sluitingsdatum van 'n 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. 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 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;

7. SIEKTEVERLOF

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan 'n 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 werkdae, en

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

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

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

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

(a) vir langer as drie agtereenvolgende werkdae; of

(b) op die werkdag onmiddellik voor of 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 werkgewer gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

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

(cc) on sick leave in terms of subclause (1);

amounting in the aggregate, in any year, to not more than 10 weeks; and

(ii) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training, and any period of employment which an employee has had with the same employer immediately before the date of the coming into force of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

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

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) Subject to the provisions of clauses 4 (5) 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) 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 (5), 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—

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

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

9. PIECE-WORK AND COMMISSION WORK

(1) An employer may, after at least one week's notice to his employee, other than a traveller, introduce any piece-work system and, save as provided in clause 4 (5), 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 on 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

(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 opleidingsydperk as diens te eis nie, en word enige tydperk van diens vir dieselfde werkgever onmiddellik voor die datum van inwerkingtreding 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 Ongevallewet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE EN SONDAE

(1) Behoudens die bepalings van klousules 4 (5) en 6 (2), moet 'n werkgever aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte dag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte dag of Kersdag werk, moet sy werkgever hom, behoudens die bepalings van klousule 4 (5), 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) Die bepalings van subklousules (2) en (3) is nie van toepassing nie—

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

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

9. STUKWERK EN KOMMISSIEWERK

(1) 'n Werkgever kan, 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 (5), 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 in subklousule (1), bedoel, 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

and his employee may agree on a longer period of notice, in which case the employer shall give notice for a period not shorter than that agreed upon.

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

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

(a) the weekly or monthly wage payable to the traveller, where such wage is higher than that prescribed in clause 3 (1) for such traveller, and the rate or rates of the commission and the conditions of entitlement thereto;

(b) the day of the week or month on which commission earned is due and payable;

(c) the area in which the traveller is required or permitted to work;

(d) the type, description, number, quantity or value of orders (individual, weekly, monthly or otherwise) which the employer is from time to time prepared to accept; and

(e) the day of payment of commission in respect of orders accepted by the employer before termination of the contract of employment: Provided that such day of payment shall be not later than the last work day of the month succeeding the month during which employment was terminated.

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

(7) Save as provided in clause 4 (5), an employer shall pay to his traveller who is employed on commission work remuneration at not less than the rate agreed upon between them: Provided that, irrespective of the number or value of orders accepted by the employer, the remuneration of such traveller in respect of any period shall be not less than that which would be due to him for that period in terms of clause 3 (1).

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

10. RATIO

(1) An employer shall not employ a learner unless he has in his employ a qualified employee of the same class and for each such qualified employee in his employ he shall not employ more than three such learners: Provided that this subclause shall not apply to an employer for a period of four years calculated from the date he first commences operations in any magisterial district in which this Determination applies, but this proviso shall not apply where he commences operations as the result of a takeover by him, by purchase or otherwise, of an existing establishment in such district.

(2) For the purpose of this clause—

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

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

werknemer oor 'n langer kennisgewingtermyn ooreen kan kom, en in so 'n geval mag die werkgewer nie vir 'n korter termyn as dié waaroor ooreengekom is, kennis gee nie.

(4) Ondanks andersluidende bepalings in hierdie klousule, hoef 'n werkgewer 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 werkgewer kommissiewerk onderneem, moet, voordat sodanige werk begin, deur sy werkgewer voorsien word van 'n juiste kopie van die ooreenkoms of 'n verklaring wat die bepalings van die ooreenkoms bevat en wat moet insluit—

(a) die week- of maandloon aan die handelsreisiger betaalbaar, indien sodanige loon hoër is as dié wat 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 werkgewer van tyd tot tyd bereid is om te aanvaar; en

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

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

(7) Behoudens die bepalings van klousule 4 (5), moet 'n werkgewer sy handelsreisiger wat kommissiewerk onderneem, minstens die besoldiging betaal waarvoor hulle ooreengekom het: Met dien verstande dat, ongeag die getal of waarde van die bestellings wat die werkgewer aanvaar, die besoldiging van so 'n handelsreisiger vir elke tydperk nie minder mag wees nie as dié wat ingevolge klousule 3 (1) vir daardie tydperk aan hom verskuldig sou wees.

(8) 'n Werkgewer of 'n handelsreisiger wat voornemens is om 'n ooreenkoms in verband met kommissiewerk op te lê 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. GETALSVERHOUDING

(1) 'n Werkgewer mag nie 'n leerling in diens neem nie, tensy hy 'n gekwalifiseerde werknemer van dieselfde klas in diens het, en vir elke sodanige gekwalifiseerde werknemer in sy diens mag hy hoogstens drie sodanige leerlinge in diens neem: Met dien verstande dat gedurende 'n tydperk van vier jaar, gereken vanaf die dag waarop 'n werkgewer vir die eerste keer begin met sy werksaamhede in 'n landdrostdistrik waarin hierdie Vasstelling van toepassing is, hierdie subklousule nie op hom van toepassing is nie, maar hierdie voorbehoud is nie op 'n werkgewer van toepassing nie waar hy met sy werksaamhede begin as gevolg van 'n oorname deur hom, deur die koop of andersins, van 'n bestaande bedryfsinrigting in sodanige landdrostdistrik.

(2) By die toepassing van hierdie klousule—

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

(b) mag 'n leerling wat 'n loon ontvang minstens gelyk aan die loon wat vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf is, as 'n gekwalifiseerde werknemer van daardie klas geag word.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sinderlike toestand hou, en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eindom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende klere te was of te was en te stryk en in so 'n geval moet die werkgewer so 'n werknemer 'n toelae van minstens 15 sent per week betaal.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

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

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

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

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

Provided that this shall not affect—

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

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

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

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

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

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

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

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.

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

13. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the ground of desertion or where the employee is a casual employee, the employer shall upon termination of any contract of employment furnish the employee with a certificate of service substantially in the form prescribed in the Schedule to this Determination, showing the full names of the employer and of the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination.

14. PROHIBITION OF EMPLOYMENT

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

12. BEËINDIGING VAN DIENSKONTRAK

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

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

(b) na die eerste vier weke diens, minstens een week,

vooraf kennis van die beëindiging van die kontrak gee of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, te betaal—

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

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

Met dien verstande dat—

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

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

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

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

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepalings 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, kan 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 Vasstelling kan 'n werkgewer, 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 werkgewer te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee.

13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgewer by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik die vorm het soos in die Bylae van hierdie Vasstelling voorgeskryf en wat die volle name van die werkgewer en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld.

14. VERBOD OP INDIENSNEEMING

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

15. LOG-BOOK

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

DAILY LOG

Name of employer.....
 Name of driver.....
 Date.....
 Time of starting work..... a.m./p.m.
 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.....

Date.....19.....
 Signature of driver.....

(2) Every driver of a motor vehicle or part-time driver of a motor vehicle shall, in the log-book 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, and for the purpose of this clause the expression "work" in relation to a part-time driver of a motor vehicle shall refer only to "driving a motor vehicle" as defined in the definition of this class of employee.

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

SCHEDULE

I/We (a).....
 carrying on trade in the Clothing 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.....

(a) Delete whichever inapplicable.

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

15 LOGBOEK

(1) 'n Werkgewer moet sy drywer van 'n motorvoertuig of sy deeltydse drywer van 'n motorvoertuig voorsien van 'n logboek wat sover doenlik die volgende vorm het—

DAAGLIKSE LOG

Naam van werkgewer.....
 Naam van drywer van motorvoertuig.....
 Datum.....
 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.....

Datum.....19.....
 Handtekening van drywer van
 motorvoertuig

(2) Elke drywer van 'n motorvoertuig of deeltydse drywer 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 werkgewer indien, en by die toepassing van hierdie klousule slaan die uitdrukking "werk" ten opsigte van 'n deeltydse drywer van 'n motorvoertuig slegs op "n motorvoertuig dryf" soos dit in die woordomskriving van hierdie klas werknemer omskryf word.

(3) Elke werkgewer 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 Klerasienywerheid.....
 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 werkgewer of
 gemagtigde verteenwoordiger

Datum.....

(a) Skrap wat nie van toepassing is nie.

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

No. R. 1582

8 September 1972

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

CLOTHING 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 Clothing Industry, Certain Areas, published under Government Notice R. 1581 of 8 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.

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Determination 297 published under Government Notice R. 655 of 19 April 1968.)

No. R. 1582

8 September 1972

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

KLERASIENYWERHEID, 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 Klerasienywerheid, Sekere Gebiede, gepubliseer by Goewermmentskennisgewing R. 1581 van 8 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.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, word Vasstelling 297 wat by Goewermmentskennisgewing R. 655 van 19 April 1968 gepubliseer is, deur die Loonvasstelling in bostaande Bylae vervang.)

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<i>No.</i>	<i>Bladsy</i>
Arbeid, Departement van	
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R.1581. Loonwet, 1957: Loonvasstelling 345: Klerasienywerheid, sekere gebiede	1
R.1582. Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig: Klerasienywerheid, sekere gebiede	18

CONTENTS

<i>No.</i>	<i>Page</i>
Labour, Department of	
<i>Government Notices</i>	
R.1581. Wage Act, 1957: Wage Determination 345: Clothing Industry, certain areas	1
R.1582. Factories, Machinery and Building Work Act, 1941, as amended: Clothing Industry, certain areas	18

