



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

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All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 2174.] [28 October 1955.
WAGE ACT, No. 44 of 1937.

METAL CONTAINERS AND ALLIED PRODUCTS INDUSTRY AND THE PRESERVED FOOD INDUSTRY, UNION OF SOUTH AFRICA.

By direction of the Minister of Labour, all persons whose interests may be affected directly or indirectly by the recommendation which has been submitted to the Minister by the Wage Board and which appears in the Schedule hereto, and who have any objections to the making of a determination in accordance with the recommendation, are hereby, in terms of paragraph (a) of subsection (1) of section fifteen of the Wage Act, 1937, invited to lodge such objections in writing with the Secretary for Labour, Private Bag 117, Pretoria, within thirty days after publication of this notice.

(NOTE.—The report of the Wage Board pertaining to this recommendation is available for inspection at the offices of the Divisional Inspectors, Department of Labour, Bloemfontein, Kimberley, George, Johannesburg, Pretoria, Cape Town, Durban, East London and Port Elizabeth.

Persons lodging objections other than in manuscript are requested to furnish seven copies of their statement of objections and seven copies of any accompanying documents.)

SCHEDULE.

RECOMMENDATION TO THE HONOURABLE THE MINISTER OF LABOUR BY THE WAGE BOARD.

METAL CONTAINERS AND ALLIED PRODUCTS INDUSTRY AND THE PRESERVED FOOD INDUSTRY.—UNION OF SOUTH AFRICA.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply throughout the Union of South Africa—

- (i) to all employees engaged in the Metal Containers and Allied Products Industry; and
- (ii) to only those employees in the Preserved Food Industry, who are exclusively engaged in the manufacturing of Metal containers;

and to the employers of such employees; but it shall not apply to employees who, in an establishment which is engaged in the reconditioning, conversion, alteration or repair of damaged or discarded metal containers which were not manufactured in such establishment, are exclusively engaged in such reconditioning, conversion, alteration or repair.

A—132320.

Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2174.] [28 Oktober 1955.
LOONWET, No. 44 VAN 1937.

METAALHOERS- EN AANVERWANTE PRODUKTENYWERHEID EN DIE VOEDSEL-INMAAKNYWERHEID, UNIE VAN SUID-AFRIKA.

In opdrag van die Minister van Arbeid word almal wie se belange regstreeks of onregstreeks geraak word deur die aanbeveling wat die Loonraad aan die Minister voorgelê het en wat in die Bylae hiervan verskyn, hierby ooreenkomstig paragraaf (a) van subartikel (1) van artikel vyftien van die Loonwet, 1937, versoek om, as hulle besware het teen die maak van 'n vasstelling ooreenkomstig die aanbeveling, daardie besware binne dertig dae na die publikasie van hierdie kennisgewing skriftelik by die Sekretaris van Arbeid, Privaatsak 117, Pretoria, in te dien.

(OPMERKING.—Die Loonraadverslag wat betrekking het op hierdie aanbeveling is vir insae beskikbaar by die kantore van die Afdelingsinspekteurs, Departement van Arbeid, Bloemfontein, Kimberley, George, Johannesburg, Pretoria, Kaapstad, Durban, Oos-Londen en Port Elizabeth.

Persone wat besware indien, uitgesonderd in manuskripvorm, word versoek om sewe kopieë van hulle besware en sewe kopieë van alle meegaande dokumente te verstrek.)

BYLAE.

AANBEVELING DEUR DIE LOONRAAD AAN DIE EDELE DIE MINISTER VAN ARBEID.

METAALHOERS- EN AANVERWANTE PRODUKTENYWERHEID EN DIE VOEDSELINMAAKNYWERHEID.—UNIE VAN SUID-AFRIKA.

1. GEBIED EN BESTEK VAN VASSTELLING.

Hierdie Vasstelling is dwarsdeur die Unie van Suid-Afrika van toepassing—

- (i) op alle werknemers in die Metaalhouers- en aanverwante Produktenywerheid, en
- (ii) slegs op daardie werknemers in die Voedselinmaaknywerheid wat uitsluitlik by die vervaardiging van metaalhouers in diens is,

en op die werkgewers van sodanige werknemers; maar dit is nie van toepassing op werknemers wat uitsluitlik vernuwings-, ombou-, veranderings- of herstel werk verrig in 'n bedryfsinrigting waarin beskadigde of uitgegooide metaalhouers, wat nie in sodanige inrigting vervaardig is nie, vernuwe, omgebou, verander of herstel word nie.

2. DEFINITIONS.

(1) Unless the contrary intention appears, any expression used in this Determination which is defined in the Wage Act, 1937, shall have the same meaning as in that Act and unless inconsistent with the context—

“absence” in the definition “assistant foreman” shall have a like meaning to any absence which in terms of clause 6 (7) is regarded as employment;

“allied products” mean plain or lithographed—

(a) containers other than those described in the definition of “metal container” and manufactured from sheet-metal;

(b) lids, caps or other types of closures, manufactured from sheet-metal for closing or sealing of containers whether or not such lids, caps or other types of closures are for use in connection with containers manufactured from sheet-metal;

(c) waiters' trays, toys, hand sprayers for household or domestic use, or other articles, manufactured from tin-plate not heavier than 27 standard wire gauge;

“artisan” means an employee 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;

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

“assistant setter-up” means an employee who, under the supervision of a setter-up, is engaged in any of the duties of a setter-up;

“boiler attendant” means an employee who, under general supervision, is responsible for maintaining the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler;

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

“chauffeur” means an employee, other than a sample boy, who is engaged in driving a motor vehicle intended to carry passengers and used for the conveyance of his employer or of staff, clients or visitors and which may be used for the conveyance of documents or parcels not containing products of the establishment in execution of an order for the supply of such products;

“clerical employee” means an employee who is engaged in writing, typing, filing, operating an office machine or in any other form of clerical work and includes a cashier, despatch clerk, storeman and telephone operator but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's duties;

“clerical employee, female, qualified” means a female clerical employee who has had not less than four years' experience;

“clerical employee, female, unqualified” means a female clerical employee who has had less than four years' experience;

“clerical employee, male, qualified” means a male clerical employee who has had not less than five years' experience;

“clerical employee, male, unqualified” means a male clerical employee who has had less than five years' experience;

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

“despatch clerk” means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, weighing, packing, marking, addressing or despatching of such goods or packages;

“driver of a motor vehicle” means an employee who is engaged in driving a motor vehicle and for the purposes 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, and the expression “motor vehicle” means any mechanically propelled vehicle used for the conveyance of goods, other than travellers' samples, and includes a mechanical horse;

“duty driver” means an employee who, in addition to his ordinary duties and outside the hours of work connected with such duties, conveys watchmen or maintenance staff by motor vehicle to and from an establishment;

“employee” does not include a manager or an employee, other than an artisan, assistant foreman or foreman, earning a wage of not less than £13. 16s. 11d. per week, or £60 per month;

“experience” means in relation to—

(a) a clerical employee or a traveller, the total period or periods of employment which an employee has had as a clerical employee or a traveller, respectively;

2. WOORDOMSKRYWINGS.

(1) Tensy die teenoorgestelde bedoeling blyk, het enige uitdrukking wat in hierdie Vaststelling geësig word en in die Loonwet, 1937, omskryf is, dieselfde betekenis as in daardie Wet, en ten y dit strydig met die samehang is, beteken—

„afwesigheid”, in die woordomskrif „assistent-voorman”, dieselfde as enige afwesigheid wat kragtens klousule 6 (7) as diens beskou word;

„aanverwante produkte”, gewone of gelitografeerde—

(a) houers, uitgesonderd dié wat in die woordomskrif van „metaalhouer” omskryf is en van plaatmetaal vervaardig is;

(b) deksels, doppe of ander tipes toemaakmiddels vervaardig van plaatmetaal, vir die toemaak of verseël van houers, afgesien daarvan of sodanige deksels, doppe of ander tipes toemaakmiddels vir gebruik is in verband met houers wat van plaatmetaal vervaardig is, of nie;

(c) keiserskinkborde, speelgoed, handsproeiers vir huis- of huishoudelike gebruik, of ander artikels vervaardig van tinplaat wat nie swaarder as draad met 'n standaardmaat van 27 is nie;

„ambagsman”, 'n werknemer wat sy vakleerlingskap gedien het in 'n ambag wat aangewys is of wat beskou word dat dit aangewys is ingevolge die Wet op Vakleerlinge, 1944, of wat 'n vaardigheidsertifikaat besit wat deur die Registrateur van Vakleerlingskap aan hom uitgereik is ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat wat deur genoemde Registrateur aan hom uitgereik is of ingevolge artikel 2 (7) of ingevolge artikel 7 (3) van genoemde Wet;

„assistent-voorman”, 'n werknemer wat onder die algemene toesig van 'n voorman, enige van die pligte van 'n voorman nakom en wat tydens sy afwesigheid in sy plek kan optree;

„assistent-steller”, 'n werknemer wat, onder toesig van 'n steller, enige van die pligte van 'n steller nakom;

„ketelbediener”, 'n werknemer wat, onder algemene toesig, verantwoordelik is vir die instandhouding van die waterhoogte en stoomdruk in 'n ketel en wat in sodanige ketel kan vuurmaak, dié in stand kan hou of uittrek;

„los werknemer”, 'n werknemer wat by dieselfde werkgever hoogstens drie dae in enige week in diens is;

„chauffeur”, 'n werknemer, uitgesonderd 'n monsterjong, wat 'n motorvoertuig dryf wat bedoel is om passasiers te vervoer, en vir die vervoer van sy werkgever of personeel, klante of besoekers gebruik word, en wat gebruik kan word vir die vervoer van dokumente, of pakkette wat nie produkte van die inrigting bevat vir die uitvoering van 'n bestelling vir die verskaffing van sodanige produkte nie;

„klerklike werknemer”, 'n werknemer wat skryf-, tik- of liasseerwerk verrig, 'n kantoomasjien bedien of enige ander vorm van klerklike werk doen, en dit omvat 'n kassier, versendingsklerk, stoomman en telefonis, maar dit omvat nie enige ander klas van werknemer wat elders in hierdie klousule omskryf is nie, ongeag die feit dat klerklike werk 'n deel van sodanige werknemer se pligte kan uitmaak;

„klerklike werknemer, vroulik, gekwalifiseer”, 'n vroulike klerklike werknemer met minstens vier jaar ondervinding;

„klerklike werknemer, vroulik, ongekwalifiseer”, 'n vroulike klerklike werknemer met minder as vier jaar ondervinding;

„klerklike werknemer, manlik, gekwalifiseer”, 'n manlike klerklike werknemer met minstens vyf jaar ondervinding;

„klerklike werknemer, manlik, ongekwalifiseer”, 'n manlike klerklike werknemer met minder as vyf jaar ondervinding;

„kommissiewerk”, enige stelsel waarkragtens 'n reisiger se besoldiging gebaseer is op die waarde van of die getal bestellings wat hy by sy werkgever ingedien het en deur sy werkgever aanvaar is;

„versendingsklerk”, 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die bymekaarmaak, nasien, weeg, verpakking, merk, adresseer of versending van sodanige goedere of pakkette;

„drywer van 'n motorvoertuig”, 'n werknemer wat 'n motorvoertuig dryf, en vir die toepassing van hierdie woordomskrif omvat die uitdrukking „'n motorvoertuig dryf” alle tydperke waarin gedryf word en al die tyd wat die drywer bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid om te dryf, en die uitdrukking „motorvoertuig” beteken enige meganiese voertuig wat gebruik word vir die vervoer van goedere, uitgesonderd monsters van reisigers, en dit omvat 'n meganiese perd;

„diensdrywer”, 'n werknemer wat, benewens sy gewone pligte en buite die ure verbonde aan sodanige pligte, wagte of onderhoudspersoneel per motorvoertuig na en van 'n bedryfsinrigting vervoer;

„werknemer” nie 'n bestuurder of 'n werknemer, uitgesonderd 'n ambagsman, assistent-voorman of voorman, wat 'n loon van minstens £13. 16s. 11d. per week of £60 per maand verdien nie;

„ondervinding” met betrekking tot—

(a) 'n klerklike werknemer of 'n reisiger, die totale tydperk of tydperke diens wat 'n werknemer onderskeidelik as 'n klerklike werknemer of 'n reisiger, gehad het;

- (b) a grade I employee or a grade II employee, the total period or periods of employment which an employee has had as a grade I employee or a grade II employee, respectively, in the Metal Containers and Allied Products Industry or in the manufacture of metal containers in the Preserved Food Industry; provided that any experience which a grade I employee has had as a grade II employee shall up to a maximum of six months be deemed to be experience as a grade I employee;
- (c) a sample maker, the total period or periods of employment which an employee has had as a sample maker in the Metal Containers and Allied Products Industry;
- (d) a mobile hoist operator, the total period or periods of employment which an employee has had as a mobile hoist operator;

"factory clerk" means an employee who, under the supervision of a clerical employee, foreman or assistant foreman, is engaged in any one or more of the following duties:—

- (a) Assembling orders according to invoices or order forms;
- (b) measuring or recording or quantitative checking;
- (c) issuing passes;
- (d) rubber stamping tickets or serial numbering;
- (e) copying in manuscript letters or factory documents;
- (f) sorting or filing time cards;
- (g) keeping production records;

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

"Preserved Food Industry" means the Industry in which employers and employees are associated, in establishments which are registered or liable for registration under the Factories, Machinery and Building Work Act, No. 22 of 1941, for the manufacture or preserving or canning or bottling of—

- (a) jams, marmalades, jellies, lemon and orange curd, preserves including glacé crystallized fruit (other than dried and crystallized minced fruit), chutney, mayonnaise, sauces, pickles, peanut butter, cooked spaghetti; and/or
- (b) fruit, fruit pulps, squashes or juices, vegetables, vegetable concentrates, juices or pulps, including the dehydration and processing of fruit and vegetables (other than sun or kiln drying of deciduous fruit) and soups;

and includes all operations incidental thereto, or consequent thereon carried on by any such employer and his employees;

"grade I employee" means an employee who is engaged in any one or more of the following operations, duties or capacities:—

- (a) Attending an automatic machine;
- (b) controlling baking or drying oven temperatures;
- (c) dipping in tinning process;
- (d) examining line ends and ends from dryers or inspecting articles produced;
- (e) factory clerk;
- (f) hand soldering;
- (g) cutting by hand, other than cutting up scrap metal;
- (h) gas plant operator;
- (i) metal spraying;
- (j) marking out by template;
- (k) melting pot attendant and billet caster;
- (l) operating any semi-automatic machine;
- (m) operating a non-mechanically powered guillotine;
- (n) painting factory buildings, plant or machinery;
- (o) production checker;
- (p) re-surfacing rollers with gelatine by casting;
- (q) rivetting;
- (r) spray painting;
- (s) spot, arc, butt, seam or flash welding, or hand welding for the purposes of filling in;
- (t) shaping and filing copper bits for solderers;
- (u) sand or shot blasting;
- (v) stencilling containers;
- (w) testing for leaks;

"grade I employee, qualified," means a grade I employee who has had not less than twelve months' experience;

"grade I employee, unqualified," means a grade I employee who has had less than twelve months' experience;

"grade II employee" means an employee who is engaged in any one or more of the following operations, duties or capacities:—

- (a) Baling waste or scrap metal by hand;
- (b) cloakroom attendant;
- (c) cutting or making handles;
- (d) dipping in soldering baths;
- (e) doping by machine;
- (f) fitting bottoms to baths preparatory to seaming;
- (g) fitting rims to lids of billycans;
- (h) fitting wires into articles;
- (i) making or repairing crates;
- (j) oiling or greasing compressors, machinery or vehicles;
- (k) operating a mechanically powered goods lift or hoist, other than a mobile hoist or a power crane;

- (b) 'n graad I-werknemer of 'n graad II-werknemer, die totale tydperk of tydperke diens wat 'n werknemer onderskeidelik as 'n graad I-werknemer of 'n graad II-werknemer in die Metaalhouers- en Aanverwante Produktenywerheid of in die vervaardiging van metaalhouers in die Voedselinmaaknywerheid gehad het; met dien verstande dat enige ondervinding wat 'n graad I-werknemer as 'n graad II-werknemer gehad het, tot 'n maksimum van ses maande as ondervinding van 'n graad I-werknemer beskou moet word;
- (c) 'n monsternaker, die totale tydperk of tydperke diens wat 'n werknemer as 'n monsternaker in die Metaalhouers- en Aanverwante Produktenywerheid gehad het;
- (d) 'n mobiele hystoestelbediener, die totale tydperk of tydperke diens wat 'n werknemer as 'n mobiele hysbediener gehad het;

„fabrieksklerk”, 'n werknemer wat, onder die toesig van 'n klerklike werknemer, voorman of assistent-voorman, een of meer van die volgende werksaamhede verrig:—

- (a) Bestellings volgens fakture of bestelvorms bymeekaarmaak;
- (b) meet of aanteken of hoeveelhede nagaan;
- (c) passe uitreik;
- (d) kaartjies met rubberstempels stempel of in volgorde nommer;
- (e) briewe of fabrieksdokumente met die hand oorskrywe;
- (f) tydkaarte sorteer of liasseer;
- (g) produksieregisters byhou;

„voorman”, 'n werknemer in beheer van die werknemers in 'n bedryfsinrigting of in 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat vir die doeltreffende nakoming deur hulle van hul pligte verantwoordelik is;

„voedselinmaaknywerheid”, die nywerheid waarin werkgewers en werknemers geassosieer is in bedryfsinrigtings wat kragtens die Wet op Fabriek, Masjinerie en Bouwerk, No. 22 van 1941, geregistreer of aan registrasie onderworpe is vir die vervaardiging of inlê of inmaak of bottel van—

- (a) konfyt, marmelades, jellies, suurlemoen- en lemoenstremsel, konserwe, met inbegrip van geglasceerde versuikerde vrugte (uitgesonderd gedroogde en versuikerde gemaalde vrugte), blattang, mayonnaise, sous, atjar, grondboontjiebotter, gekookte spaghetti; en/of
- (b) vrugte, vrugtemoes, vrugtekwas of -sappe, groente, groente-konsentrate, -sappe of -pulp, met inbegrip van die ontwatering en verwerking van vrugte en groente (uitgesonderd die son- of oonddroging van sagtevrugte) en soep;

en omvat alle werksaamhede wat daarmee in verband staan of daaruit voortvloei en wat deur enige sodanige werkgewer en sy werknemers uitgevoer word;

„graad I-werknemer”, 'n werknemer wat in een of meer van die volgende werksaamhede, pligte of hoedanighede in diens is:—

- (a) 'n Outomatiese masjien bedien;
- (b) warmtegrade van 'n bak- of droogoond kontroleer;
- (c) in 'n vertinningsproses inkoop;
- (d) lynente en ente van droogtoestelle nasien of goedere wat geproduseer word, ondersoek;
- (e) fabrieksklerk;
- (f) handsoldeerwerk;
- (g) met die hand sny, uitgesonderd afvalmetaal opsny;
- (h) 'n gasinstallasiebediener;
- (i) metaalspuitwerk;
- (j) met 'n patroon afmerk;
- (k) smeltpot bediener en staalknuppelgieter;
- (l) enige half-outomatiese masjien bedien;
- (m) 'n nie-meganiese kragvalmes bedien;
- (n) fabrieksgeboue, installasie of masjinerie verf;
- (o) produksieopsigter;
- (p) rollers deur gietwerk met gelatien hervlak;
- (q) klinkwerk;
- (r) spuitverfwerk;
- (s) punt-, boog-, stomp-, naat- of flitsweiswerk, of hand-sweiswerk vir invuldoeleindes;
- (t) koperboute vir soldeerders fatsoeneer en vyl;
- (u) sand of haelbestraling;
- (v) houers sjabloneer;
- (w) vir lekkasies toets;

„graad I-werknemer, gekwalifiseer”, 'n graad I-werknemer met minstens 12 maande ondervinding;

„graad I-werknemer, ongekwalifiseer”, 'n graad I-werknemer met minder as 12 maande ondervinding;

„graad II-werknemer”, 'n werknemer wat in een of meer van die volgende werksaamhede, pligte of hoedanighede in diens is:—

- (a) oorskiet- of afvalmetaal met die hand baal;
- (b) kleedkamerbediener;
- (c) handvatsels sny of maak;
- (d) in soldeerbadens inkoop;
- (e) spanlakwerk met 'n masjien verrig;
- (f) bome aan badens aansit in gereedheid vir naatwerk;
- (g) rande aan deksels van kantienemertjie sit;
- (h) drade in artikels vasheg;
- (i) kratte maak of heelmaak;
- (j) kompressors, masjinerie of voertuie olie of ghries;
- (k) 'n meganiese goederehysbak of -hystoestel bedien, uitgesonderd 'n mobiele hystoestel of 'n kragkraan;

- (l) operating any non-mechanically powered machine, other than a guillotine;
 - (m) packing goods for despatch, other than item (v) of the definition "labourer";
 - (n) painting products by hand;
 - (o) punching or trimming by hand;
 - (p) weighing to determine quantity;
- "grade II employee, qualified," means a grade II employee who has had not less than six months' experience;
- "grade II employee, unqualified," means a grade II employee who has had less than six months' experience;
- "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery, plant or other equipment, other than machinery, plant or equipment directly used in the manufacture of the products of an establishment, and who may effect repairs or renovations on buildings;
- "Industry" means the Metal Containers and Allied Products Industry or the Preserved Food Industry;
- "incentive rates work" means any system under which an employee's remuneration is based on the quantity or output of work done;
- "labourer" means an employee who is engaged in any one or more of the following operations or duties:—
- (a) Applying labels by hand;
 - (b) applying sealing compounds by hand;
 - (c) assisting an artisan, guillotine operator or a spray painter by holding articles or tools or otherwise working with him other than by the independent use of tools or assisting the operator of a non-mechanically powered folding machine in folding over preparatory to seaming, by pressing or pulling the lever which provides the power;
 - (d) carrying, lifting, stacking, loading or unloading;
 - (e) cleaning premises, machinery, tools, containers or other articles or vehicles;
 - (f) cleaning and replenishing glue pots;
 - (g) cutting up scrap or waste metal by hand;
 - (h) delivering letters, messages or goods on foot or by means of a foot or hand propelled vehicle;
 - (i) feeding or taking-off from a machine, other than by the operator or attendant of the machine;
 - (j) fitting or tightening screw caps or other closures;
 - (k) flattening metal clips or lugs by hand;
 - (l) fluxing preparatory to soldering or placing pre-cut pellets or wire solder on components for soldering purposes;
 - (m) gardening work, i.e. planting under supervision, or digging, mowing, weeding, raking or watering or mixing or spreading garden soil or material or cutting or trimming hedges or cleaning or sweeping roads or paths;
 - (n) making or maintaining fires;
 - (o) making tea or similar beverages or serving tea or similar beverages to employees or his employer;
 - (p) opening or closing boxes, packages, bales or bags;
 - (q) operating a hand hoist;
 - (r) placing cans on automatic soldering machines;
 - (s) placing components preparatory to machine assembly;
 - (t) placing corks, wads or washers into or on closures by hand;
 - (u) pushing or pulling a vehicle;
 - (v) putting articles of uniform size and number into containers specially made to contain them;
 - (w) putting articles into cases, crates or bags, other than for despatch;
 - (x) removing refuse, ash or scrap;
 - (y) setting-up by hand ready-made cardboard or fibre board boxes or similar containers;
 - (z) waxing or oiling sheets by hand preparatory to stamping;
 - (aa) wiring, tying or fastening containers for despatch;
- "law" includes the common law;
- "line leader" means an employee specifically appointed to an assembly line to relieve grade I employees or grade II employees on such line and who is responsible for the efficient performance by them of their duties;
- "manager" means an employee specifically charged by his employer with the overall supervision over, responsibility for and direction of the activities carried on in, or in connection with, an establishment in the Industry and of the employees engaged therein, but does not include an employee who relieves or acts for a manager during his absence;
- "metal container" means a plain or lithographed article designed for the packing for transport or sale of products and capable of being closed by means of a lid or cap or any other type of closure, and manufactured from sheetmetal;
- "Metal Containers and Allied Products Industry" means the Industry in which employers and employees are associated, in establishments which are registered or liable for registration under the Factories, Machinery and Building Work Act,

- (l) enige nie-meganiese kragmasjien, uitgesonderd 'n valmes, bedien;
 - (m) goedere vir versending verpak, uitgesonderd item (v) van die woordomskriving „arbeider”;
 - (n) produkte met die hand verf;
 - (o) met die hand pons of afwerk;
 - (p) weeg om hoeveelheid te bepaal;
- „graad II-werknemer, gekwalifiseer”, 'n graad II-werknemer met minstens ses maande ondervinding;
- „graad II-werknemer, ongekwalifiseer”, 'n graad II-werknemer met minder as ses maande ondervinding;
- „handlanger”, 'n werknemer wat kleinere herstel- of verstel-werkies aan masjinerie, installasie of ander uitrusting verrig, uitgesonderd masjinerie, installasie of uitrusting wat regstreeks in die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, en wat geboue kan herstel of vernuwe;
- „nywerheid”, die Metaalhouers- en Aanverwante Produktenywerheid of die Voedselinmaaknywerheid;
- „prestasieloonwerk”, enige stelsel waarkragtens 'n werknemer se besoldiging gebaseer is op die hoeveelheid of opbrengs van die gedane werk;
- „arbeider”, 'n werknemer wat een of meer van die volgende werksaamhede verrig of pligte nakom:—
- (a) etikette met die hand aansit;
 - (b) seëlmengsels met die hand aansit;
 - (c) 'n ambagsman, valmesbediener of 'n spuitverwer help deur artikels of gereedskap vas te hou of andersins met hom saam te werk, uitgesonderd met die onafhanklike gebruik van gereedskap of deur die bediener van 'n nie-meganiese voumasjien te help om by gereed-making vir naatwerk oor te vou, deur die hefboom wat die krag verskaf, te druk of te trek;
 - (d) dra, optel, opstapel, laai of afhaal;
 - (e) persele, masjinerie, gereedskap, houters of ander artikels of voertuie skoonmaak;
 - (f) lompotte skoonmaak en aanvul;
 - (g) afval- of oorskietmetaal met die hand opsny;
 - (h) briewe, boodskappe of goedere te voet of met 'n hand-voertuig aflewer;
 - (i) 'n masjien voer of daarvan afhaal, uitgesonderd deur die bediener of opsigter van die masjien;
 - (j) skroefdroppe of ander afsluitmiddels aansit of aandraai;
 - (k) metaalklemme of -kloue met die hand afplat;
 - (l) aanwending van vloeimiddel ter voorbereiding van solderwerk of reeds gesnyde koeëltjie- of draadsoldeer-sel vir soldeerdoeleindes op bestanddele plaas;
 - (m) tuinwerk, d.w.s. onder toetsig plant, of spit, gras sny, onkruid verwyder, hark of natmaak of tuingrond of materiaal meng of sprei of heinings snoei of knip of paai of paadjies skoonmaak of vee;
 - (n) vuurmaak of vure aan die brand hou;
 - (o) tee of soortgelyke drankie maak of tee of soortgelyke drankie aan werknemers of aan sy werkgewer bedien;
 - (p) kiste, pakkette, bale of sakke oopmaak of toemaak;
 - (q) 'n handhystoestel bedien;
 - (r) blikkies op outomatiese soldeermasjiene plaas;
 - (s) onderdele ter voorbereiding vir masjienmontering regsit;
 - (t) proppe, pluiesies of wasters in of op afsluitmiddels met die hand plaas;
 - (u) 'n voertuig stoot of trek;
 - (v) artikels van dieselfde grootte en getal plaas in houters wat spesiaal gemaak is om hulle te bevat;
 - (w) artikels in dose, kratte of sakke plaas, maar nie vir versending nie;
 - (x) vuilis, as of afval verwyder;
 - (y) klaargemaakte karton- of veseiborddose of soortgelyke houters met die hand inmeekaarsit;
 - (z) plate was of olie bestryk voordat dit gestempel word;
 - (aa) houters vir versending vasdraad; vasbind of vasmaak;
- „wet”, ook die gemene reg;
- „lynleier”, 'n werknemer wat spesifiek by 'n monteerlyn aangestel is om graad I-werknemers of graad II-werknemers op sodanige lyn af te los en wat vir die doeltreffende nakoming deur hulle van hul pligte verantwoordelik is;
- „bestuurder”, 'n werknemer wat deur sy werkgewer spesifiek belas is met die algemene toetsig oor, verantwoordelikheid vir en die reëling van die werksaamhede wat uitgevoer word in of in verband met 'n bedryfsinrigting in die nywerheid en van die werknemers wat daarin in diens is, maar omvat nie 'n werknemer wat 'n bestuurder tydens sy afwesigheid aflos of in sy plek optree nie;
- „metaalhouer”, 'n gewone of gelitografeerde artikel ontwerp vir die verpakking vir vervoer of verkoop, van produkte, en wat deur middel van 'n deksel of dop of enige ander toemaakmiddel toegemaak kan word en wat van plaatmetaal vervaardig is;
- „Metaalhouers- en Aanverwante Produktenywerheid”, die Nywerheid waarin werkgewers en werknemers geassosieer is in bedryfsinrigtings wat kragtens die Wet op Fabriek,

No. 22 of 1941, for the purpose of manufacturing by means of mass production machine processes either metal containers or allied products or both, and includes all operations incidental to or consequent on the manufacturing of such containers or allied products, but does not include the manufacture of travelling trunks or other containers designed to hold personal effects;

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

"mobile hoist operator, qualified," means a mobile hoist operator who has had not less than three months' experience;

"mobile hoist operator, unqualified," means a mobile hoist operator who has had less than three months' experience;

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

"non-mechanically powered machine" means a machine which is not mechanically powered but in which the power is derived from an employee pulling or pressing on a hand lever or foot pedal;

"production checker" means an employee who is responsible for examining products for defects and who may count products;

"sample boy" means an employee who accompanies a traveller on his rounds and assists him in packing unpacking or displaying his samples and who may drive the motor vehicle used by the traveller in the performance of his duties;

"sample maker" means an employee who is engaged in producing by hand—

(a) sample containers for the approval of customers as to design, size or capacity; or

(b) under the supervision of an artisan or foreman, articles from tin plate or metal;

"sample maker, qualified," means a sample maker who has had not less than three years' experience;

"sample maker, unqualified," means a sample maker who has had less than three years' experience;

"semi-automatic machine" means a machine which is driven by mechanical power and in the operation of which the operator places into position the part to be machined and applies the mechanical power by operating a hand lever or foot pedal;

"setter-up" means an employee who, under the general supervision of a foreman, assistant foreman, or an artisan, is engaged in adjusting or setting machines or fitting or changing parts of machines; but such adjusting does not include the periodical adjustment while it is functioning of any machine then used to perform a specific task and so constructed as to render such periodical adjustments essential to its efficient operation;

"sheetmetal" means sheetmetal of a gauge not heavier than 14 Birmingham wire gauge;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade or a shortage of raw materials or a general breakdown of plant or machinery caused by accident or other unforeseen emergency;

"storeman" means an employee who is in general charge of stores or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;

"supervisor" means an employee who is in charge of a group of grade I employees or grade II employees or both;

"trailer" means any conveyance drawn by a motor vehicle;

"traveller" means an employee who, as a travelling representative of an establishment and on behalf of such establishment, invites, canvasses or solicits orders from persons for the sale or supply to them of goods;

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

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

"unladen weight" means the weight of any motor vehicle or trailer as expressed 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;

"wage" means that portion of the remuneration payable in money to an employee in respect of his ordinary hours of work referred to in clause 5 (1) and (2) and as prescribed for him in clause 3 (1) or where an employer regularly pays to an employee in respect of such ordinary hours of work an amount higher than that so prescribed it means such portion of such higher amount, but it does not in the case of a duty driver include any payments due in respect of his work as such;

"watchman" means an employee engaged in guarding premises or other property.

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

Masjinerie en Bouwerk, No. 22 van 1941, geregistreer of aan registrasie onderhewig is, vir die vervaardiging deur middel van massaproduksie met masjienprosesse, van of metaalhouers of aanverwante produkte of albei te vervaardig, en omvat alle werksaamhede wat in verband staan met of voortvloei uit die vervaardiging van sulke houers of aanverwante produkte, maar omvat nie die vervaardiging van reiskoffers of ander houers wat ontwerp is om persoonlike eiendom te hou nie;

"mobiele hystoestelbediener", 'n werknemer wat 'n mobiele kraghystoestel bedien wat vir die laai, aflaai, verskuiving of opstapeling van goedere gebruik word;

"mobiele hystoestelbediener, gekwalifiseer," 'n mobiele hystoestelbediener met minstens drie maande ondervinding;

"mobiele hystoestelbediener, ongekwalifiseer," 'n mobiele hystoestelbediener met minder as drie maande ondervinding;

"nagskof", enige tydperk van werk waarvan die grootste gedeelte tussen die ure 6 nm. en 6 vm. val;

"nie-meganiese masjien", 'n masjien wat nie deur krag aangedryf word nie maar waarin die krag verkry word van 'n werknemer wat op 'n handhefboom of voetpedaal druk of daaraan trek;

"produksienasiener", 'n werknemer wat daarvoor verantwoordelik is dat produkte vir defekte ondersoek word en wat produkte kan tel;

"monsterjong", 'n werknemer wat 'n reisiger op sy rondes vergesel en hom help met die inpak, uitpak of uitstalling van monsters en wat die motor kan dryf wat deur die reisiger ter nakoming van sy pligte gebruik word;

"monstermaker", 'n werknemer wat die volgende met die hand produseer—

(a) monsterhouers vir die goedkeuring van klante aangaande ontwerp, grootte of inhoud; of

(b) artekeis van tinplaat of metaal onder die toesig van 'n ambagsman of voorman;

"monstermaker, gekwalifiseer," 'n monstermaker met minstens drie jaar ondervinding;

"monstermaker, ongekwalifiseer," 'n monstermaker met minder as drie jaar ondervinding;

"half-automatiese masjien", 'n masjien wat deur meganiese krag gedryf word en in die bediening waarvan die bediener die deel in posisie plaas wat masjienbewerking moet ondergaan en die meganiese krag aanwend deur 'n handhefboom of voetpedaal te bedien;

"steller", 'n werknemer wat, onder die algemene toesig van 'n voorman, assistent-voorman of 'n ambagsman, masjiene verstel of stel of onderdele van masjiene aansit of verander; maar sodanige verstelwerk omvat nie die periodieke verstelling van enige masjien terwyl dit loop en wat dan gebruik word om 'n bepaalde taak te verrig en wat so gebou is dat dit daardie periodieke verstellings vir sy eie doeltreffende werking noodsaaklik maak nie;

"plaatmetaal", plaatmetaal met 'n maat wat nie swaarder as 14 Birminghamdraadmaat is nie;

"korttyd", 'n tydelike vermindering van die aantal gewone werke as gevolg van bedryfsapte of 'n tekort aan grondstowwe of 'n algemene onklaarraking van installasie of masjinerie wat deur 'n ongeluk of ander onvoorsiene noodgeval veroorsaak word;

"stoorman", 'n werknemer in algemene beheer oor voorrade of afgewerkte of gedeeltelik afgewerkte produkte en wat verantwoordelik is vir die ontvang, wegsit, verpakking of uitpak van goedere in 'n stoor of pakhuis of die lewering van goedere uit 'n stoor of pakhuis aan die verbruikersafdeling in 'n bedryfsinrigting of vir versending;

"opsigter", 'n werknemer wat verantwoordelik is vir 'n groep graad I-werknemers of graad II-werknemers, of albei;

"sleepwa", enige vervoermiddel wat deur 'n motorvoertuig getrek word;

"reisiger", 'n werknemer wat as reisende verteenwoordiger van 'n bedryfsinrigting namens daardie inrigting by persone bestellings vra, werf of versoek vir die verkoop of lewering van goedere aan hulle;

"reisiger, gekwalifiseer", 'n reisiger met minstens vier jaar ondervinding;

"reisiger, ongekwalifiseer", 'n reisiger met minder as vier jaar ondervinding;

"ongelaaide gewig", die gewig van 'n motorvoertuig of sleepwa soos dit voorkom op die lisensie of sertifikaat wat ten opsigte van dié motorvoertuig of sleepwa uitgereik is deur enige owerheid wat by wet gemagtig is om motorvoertuiglisensies uit te reik;

"loon", dié deel van die besoldiging wat in kontant aan 'n werknemer betaalbaar is ten opsigte van sy gewone werke, genoem in klousules 5 (1) en (2) en vir hom in klousule 3 (1) voorgeskryf, of as 'n werkgewer aan 'n werknemer ten opsigte van sodanige gewone werke gereeld 'n bedrag betaal wat hoër is as dié wat aldus voorgeskryf is, beteken dit sodanige deel van daardie hoër bedrag, maar in die geval van 'n diensdrywer omvat dit nie enige besoldiging wat ten opsigte van sy werk as sodanig verskuldig is nie;

"wag", 'n werknemer wat wag hou oor persele of ander eiendom.

(2) Vir die toepassing van hierdie Vastelling word dit beskou dat 'n werknemer in daardie klas is waarin hy uitsluitlik of hoofsaaklik in diens is.

3. REMUNERATION.

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

(a) —	In All Areas. Per Week. £ s. d.
Artisan.....	8 12 6
Assistant foreman.....	9 0 0
Assistant setter-up.....	4 0 0
Clerical employee, female, qualified.....	4 3 1
Clerical employee, female, unqualified—	
During first year of experience.....	2 6 2
During second year of experience.....	2 15 5
During third year of experience.....	3 4 7
During fourth year of experience.....	3 13 10
Clerical employee, male, qualified.....	6 6 11
Clerical employee, male, unqualified—	
During first year of experience.....	2 6 2
During second year of experience.....	3 2 3
During third year of experience.....	3 18 5
During fourth year of experience.....	4 14 7
During fifth year of experience.....	5 10 0
Foreman.....	10 0 0
Handyman.....	5 10 0
Sample boy.....	2 12 6
Sample maker, qualified.....	5 10 0
Sample maker, unqualified—	
During first year of experience.....	3 0 0
During second year of experience.....	3 10 0
During third year of experience.....	4 10 0
During fourth year of experience.....	5 10 0
Setter-up.....	5 10 0
Traveller, qualified.....	11 10 9
Traveller, unqualified—	
During first year of experience.....	6 18 6
During second year of experience.....	8 1 6
During third year of experience.....	9 4 7
During fourth year of experience.....	10 7 8

3. BESOLDIGING.

(1) Die minimum loon wat deur 'n werkgever aan elkeen van ondergenoemde klasse van sy werknemers betaal moet word is soos volg:—

(a) —	In alle gebiede. Per week. £ s. d.
Ambagsman.....	8 12 6
Assistent-voorman.....	9 0 0
Assistent-steller.....	4 0 0
Klerklike werknemer, vroulik, gekwalifiseer.....	4 3 1
Klerklike werknemer, vroulik, ongekwalifiseer—	
Gedurende eerste jaar ondervinding.....	2 6 2
Gedurende tweede jaar ondervinding.....	2 15 5
Gedurende derde jaar ondervinding.....	3 4 7
Gedurende vierde jaar ondervinding.....	3 13 10
Klerklike werknemer, manlik, gekwalifiseer.....	6 6 11
Klerklike werknemer, manlik, ongekwalifiseer—	
Gedurende eerste jaar ondervinding.....	2 6 2
Gedurende tweede jaar ondervinding.....	3 2 3
Gedurende derde jaar ondervinding.....	3 18 5
Gedurende vierde jaar ondervinding.....	4 14 7
Gedurende vyfde jaar ondervinding.....	5 10 0
Voorman.....	10 0 0
Handlangers.....	5 10 0
Monsterjong.....	2 12 6
Monstermaker, gekwalifiseer.....	5 10 0
Monstermaker, ongekwalifiseer—	
Gedurende eerste jaar ondervinding.....	3 0 0
Gedurende tweede jaar ondervinding.....	3 10 0
Gedurende derde jaar ondervinding.....	4 10 0
Gedurende vierde jaar ondervinding.....	5 10 0
Steller.....	11 10 9
Reisiger, gekwalifiseer.....	11 10 9
Reisiger, ongekwalifiseer—	
Gedurende eerste jaar ondervinding.....	6 18 6
Gedurende tweede jaar ondervinding.....	8 1 6
Gedurende derde jaar ondervinding.....	9 4 7
Gedurende vierde jaar ondervinding.....	10 7 8

(b)

	In the Magisterial Districts of the Cape, Bellville and Wynberg.	In the Magisterial Districts of Paarl, Wellington, Stellenbosch and Somerset West.	In the Province of the Transvaal and the Magisterial Districts of Durban and Port Elizabeth.	In the Magisterial District of Bergville.	In all other Areas.
	Per Week. £ s. d.	Per Week. £ s. d.	Per Week. £ s. d.	Per Week. £ s. d.	Per Week. £ s. d.
Boiler attendant.....	2 5 0	2 2 6	2 0 0	1 7 6	1 15 0
Grade I employee, qualified.....	3 2 6	3 0 0	3 0 0	2 0 0	2 10 0
Grade I employee, unqualified—					
During first three months of experience..	2 0 0	1 17 6	1 15 0	1 2 6	1 10 0
During second three months of experience	2 5 0	2 2 6	2 0 0	1 5 0	1 15 0
During third three months of experience	2 10 0	2 7 6	2 7 6	1 10 0	2 0 0
During fourth three months of experience	2 15 0	2 12 6	2 12 6	1 15 0	2 5 0
Grade II employee, qualified.....	2 10 0	2 7 6	2 7 6	1 10 0	2 0 0
Grade II employee, unqualified—					
During first three months of experience..	2 0 0	1 17 6	1 15 0	1 2 6	1 10 0
During second three months of experience	2 5 0	2 2 6	2 0 0	1 5 0	1 15 0
Labourer, male, under the age of 18 years....	1 10 0	1 8 0	1 6 3	0 17 0	1 2 6
Labourer, male, 18 years of age or over.....	2 0 0	1 17 6	1 15 0	1 2 6	1 10 0
Labourer, female.....	1 12 0	1 10 0	1 8 0	0 17 6	1 4 0
Line leader.....	3 12 6	3 10 0	3 10 0	2 10 0	3 0 0
Mobile hoist operator, qualified.....	3 2 6	3 0 0	3 0 0	2 0 0	2 10 0
Mobile hoist operator, unqualified.....	2 15 0	2 12 6	2 12 6	1 15 0	2 5 0
Power crane operator.....	3 2 6	3 0 0	3 0 0	2 0 0	2 10 0
Supervisor.....	3 12 6	3 10 0	3 10 0	2 10 0	3 0 0
Employee not elsewhere in this clause specifically mentioned.....	2 5 0	2 2 6	2 0 0	1 7 6	1 15 0
Watchman.....	2 15 0	2 12 6	2 10 0	1 17 6	2 5 0

(c)

	In the Province of the Transvaal.	In the Magisterial District of Bergville.	In all other Areas.
	Per Week. £ s. d.	Per Week. £ s. d.	Per Week. £ s. d.
Chauffeur.....	3 5 0	3 0 0	3 0 0
Driver of a motor vehicle, the unladen weight of which together with that of any trailer or trailers drawn by such vehicle—			
(i) does not exceed 1,000 lb.....	3 0 0	2 10 0	2 15 0
(ii) exceeds 1,000 lb. but does not exceed 6,000 lb.....	5 0 0	3 10 0	4 5 0
(iii) exceeds 6,000 lb. but does not exceed 10,000 lb.....	6 0 0	4 5 0	5 5 0
(iv) exceeds 10,000 lb.....	7 10 0	5 5 0	7 0 0

(b)

	In die Magistraats- distrikte, Kaap, Bellville en Wynberg.	In die Magistraats- distrikte Paarl, Wellington, Stellenbosch en Somerset-Wes.	In die Provinsie Transvaal en die Magistraats- distrikte Durban en Port Elizabeth.	In die Magistraats- distrik Bergville.	In alle ander gebiede.
	Per week. £ s. d.	Per week. £ s. d.	Per week. £ s. d.	Per week. £ s. d.	Per week. £ s. d.
Ketelbediener.....	2 5 0	2 2 6	2 0 0	1 7 6	1 15 0
Graad I-werknemer, gekwalifiseer.....	3 2 6	3 0 0	3 0 0	2 0 0	2 10 0
Graad I-werknemer, ongekwalifiseer—					
Gedurende eerste drie maande ondervinding	2 0 0	1 17 6	1 15 0	1 2 6	1 10 0
Gedurende tweede drie maande ondervinding	2 5 0	2 2 6	2 0 0	1 5 0	1 15 0
Gedurende derde drie maande ondervinding	2 10 0	2 7 6	2 7 6	1 10 0	2 0 0
Gedurende vierde drie maande ondervinding	2 15 0	2 12 6	2 12 6	1 15 0	2 5 0
Graad II-werknemer, gekwalifiseer.....	2 10 0	2 7 6	2 7 6	1 10 0	2 0 0
Graad II-werknemer, ongekwalifiseer—					
Gedurende eerste drie maande ondervinding	2 0 0	1 17 6	1 15 0	1 2 6	1 10 0
Gedurende tweede drie maande ondervinding	2 5 0	2 2 6	2 0 0	1 5 0	1 15 0
Arbeider, manlik, onder die ouderdom van 18 jaar.....	1 10 0	1 8 0	1 6 3	0 17 0	1 2 6
Arbeider, manlik, 18 jaar en ouer.....	2 0 0	1 17 6	1 15 0	1 2 6	1 10 0
Arbeider, vroulik.....	1 12 0	1 10 0	1 8 0	0 17 6	1 4 0
Lynleier.....	3 12 6	3 10 0	3 10 0	2 10 0	3 0 0
Mobiele hystoestelbediener, gekwalifiseer.....	3 2 6	3 0 0	3 0 0	2 0 0	2 10 0
Mobiele hystoestelbediener, ongekwalifiseer....	2 15 0	2 12 6	2 12 6	1 15 0	2 5 0
Kragkraanbediener.....	3 2 6	3 0 0	3 0 0	2 0 0	2 10 0
Opsigter.....	3 12 6	3 10 0	3 10 0	2 10 0	3 0 0
Werknemer nie elders in hierdie klousule spesi- fiek genoem nie.....	2 5 0	2 2 6	2 0 0	1 7 6	1 15 0
Wag.....	2 15 0	2 12 6	2 10 0	1 17 6	2 5 0

(c)

	In die Provinsie Transvaal.	In die Magistraatsdistrik Bergville.	In alle ander gebiede.
	Per week. £ s. d.	Per week. £ s. d.	Per week. £ s. d.
Chauffeur.....	3 5 0	3 0 0	3 0 0
Drywer van 'n motorvoertuig waarvan die ongelaaide gewig tesame met dié van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—			
(i) nie 1,000 lb. oorskry nie.....	3 0 0	2 10 0	2 15 0
(ii) 1,000 lb. maar nie 6,000 lb. oorskry nie.....	5 0 0	3 10 0	4 5 0
(iii) 6,000 lb. maar nie 10,000 lb. oorskry nie.....	6 0 0	4 5 0	5 5 0
(iv) 10,000 lb. oorskry.....	7 10 0	5 5 0	7 0 0

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

(e) *Casual Employee.*—A casual employee shall be paid for each day or part of a day of employment, not less than one-fifth of the weekly wage, or in the case of a rising scale, one-fifth of the wage for a qualified employee, prescribed for an employee in the same area performing the same class of work as such casual employee is required to perform.

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

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

(a) a wage higher than that of his own class, or

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

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

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

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the highest weekly rate applicable to qualified employees of the higher class of the same sex in that area;

(d) *Diensdrywer.*—Vir alle tyd wat aan dryfwerk as 'n diensdrywer bestee word, minstens twee sjielings en ses pennies vir elke uur of gedeelte van 'n uur, onderhewig aan 'n minimum betaling van minstens vyf sjielings op enige dag waarop sodanige diensdryfwerk gedoen is.

(e) *Los werknemer.*—'n Loswerknemer moet vir elke dag of gedeelte van 'n dag diens minstens een-vyfde van die weekloon betaal word, of in die geval van 'n stygende skaal, een-vyfde van die loon vir 'n gekwalifiseerde werknemer, voorgeskryf vir 'n werknemer in dieselfde gebied wat dieselfde klas werk verrig as wat van sodanige los werknemer vereis word.

(2) *Kontrokbasie.*—Vir die toepassing van hierdie klousule is die basis van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, 'n weeklikse, en behoudens soos bepaal in klousule 4 (6) moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat in sub-klousule (1), gelees met sub-klousule (3), vir 'n werknemer van sy klas en gebied voorgeskryf word, of hy in daardie week die maksimum getal gewone ure wat op hom kragtens klousule 5 van toepassing is, of minder gewerk het.

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

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

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

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

(i) in die geval genoem in paragraaf (a), minstens die dagloon wat op die hoër weekskaal bereken is; en

(ii) in die geval genoem in paragraaf (b), minstens die dagloon bereken op die hoogste weekskaal wat op gekwalifiseerde werknemers van die hoër klas van dieselfde geslag in daardie gebied van toepassing is.

provided that where the difference between classes is, in terms of sub-clause (1), based on age, experience or sex, the provisions of this sub-clause shall not apply, and provided further that, unless expressly provided to the contrary in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to prevent an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Night Shift Remuneration.*—An employee, other than a watchman, employed on night shift shall be paid for each such shift not less than his daily wage plus ten per cent.

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

(a) a traveller, who uses his employer's motor transport or who is required to travel by train or any other, but his own, means of conveyance, 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 purposes of this sub-clause the overnight garaging of motor transport shall be deemed to be a transport expense;

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

(6) *Subsistence Allowance and Expenses.*—In addition to any 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) re-imburse 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; or

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

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

(i) re-imburse 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; or

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

provided that for the purposes of this sub-clause the expression "night" means the period between 11 o'clock p.m. and 4 o'clock a.m.

(7) (a) Any allowances and expenses payable to an employee in terms of sub-clauses (5) and (6) shall be paid by an employer within seven days of the employee's written claim therefor; provided that an employee shall submit any such claims within one month of entitlement but he 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) the mode of travel employed or the nature of any other expense for which re-imbursement is claimed, in respect of any claim in terms of sub-clause (5) (a);

(ii) the mileage travelled each day, the points of call necessitating such travelling and, except in municipal areas, the route followed, in respect of any claim in terms of sub-clause (5) (b);

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

and to enable a traveller to comply with such a requirement, such traveller shall maintain suitable records.

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

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

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

(iii) seven, in the case of an employee who works a seven-day week.

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

(c) The weekly wage of a monthly paid employee shall be his monthly wage divided by four and a third.

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, if the employer and employee have agreed thereto, in cash or by cheque

Met dien verstande dat indien die verskil tussen klasse kragtens subklousule (1) op ouderdom, ondervinding of geslag gebaseer word, die bepalinge van hierdie subklousule nie van toepassing is nie, en voorts met dien verstande dat niks in hierdie Vasstelling so verklaar kan word dat dit 'n werkgewer verhoed om van 'n werknemer te vereis om werk van 'n ander klas te verrig vir welke klas dieselfde of 'n laer loon voorgeskryf word as dié wat vir sodanige werknemer voorgeskryf is nie, tensy daar uitdruklik vir die teenoorgestelde in 'n skriftelike kontrak tussen die werkgewer en sy werknemer voorsiening gemaak is.

(4) *Nagskofbesoldiging.*—'n Werknemer, uitgesonderd 'n wag, wat nagskoffte werk, moet vir elke sodanige skof minstens sy dagloon plus tien persent betaal word.

(5) *Vervoertoelae en uitgawes.*—Benewens enige besoldiging verskuldig aan—

(a) 'n reisiger wat sy werkgewer se motorvervoer gebruik of van wie vereis word om per trein of enige ander, uitgesonderd sy eie vervoermiddel, te reis, moet sy werkgewer alle redelike onkoste aan hom terugbetaal wat deur hom in verband met sodanige vervoer ter uitvoering van sy pligte aangegaan is, en vir die toepassing van hierdie subklousule word die bære van 'n motorvoertuig, snags in 'n garage as 'n vervoeruitgawe beskou;

(b) 'n reisiger van wie dit vereis word om motorvervoer ter uitvoering van sy pligte te voorsien, moet sy werkgewer hom 'n insluitende vervoertoelae van minstens agt pennies betaal vir elke myl wat ter uitvoering van sy pligte afgelê word.

(6) *Onderhoudstoelae en onkoste.*—Benewens enige besoldiging verskuldig aan—

(a) 'n reisiger wat op enige reis, onderneem ter uitvoering van sy pligte, van sy woonplek en die bedryfsinrigting van sy werkgewer vir enige tydperk bo ses agtereenvolgende ure afwesig is, moet sy werkgewer—

(i) aan hom alle uitgawes terugbetaal wat redelik deur hom vir maaltye en tee vir homself aangegaan is gedurende elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie; of

(ii) hom 'n onderhoudstoelae van minstens 22s. 6d. betaal vir elke nag waarin sodanige afwesigheid oor een of meer nagte strek;

(b) 'n monstertjong wat, terwyl hy 'n reisiger vergesel op enige reis wat deur die reisiger ter uitvoering van sy pligte onderneem word van sy woonplek en die bedryfsinrigting van sy werkgewer vir enige tydperk bo ses agtereenvolgende ure afwesig is, moet sy werkgewer—

(i) aan hom alle uitgawes terugbetaal wat redelik deur hom vir enige maaltye en tee vir homself aangegaan is gedurende elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie; of

(ii) hom 'n onderhoudstoelae van minstens vyf sjielings betaal vir elke nag waarin sodanige afwesigheid oor een of meer nagte strek;

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

(7) (a) Enige toelae en onkoste betaalbaar aan 'n werknemer kragtens subklousules (5) en (6), moet deur 'n werkgewer binne sewe dae na die werknemer se skriftelike eis daarom betaal word; Met dien verstande dat 'n werknemer enige sodanige eis moet indien binne een maand nadat hy daarop geregtig geword het, maar hy mag nie meer as een eis in enige enkele week indien nie.

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

(i) die wyse van vervoer of die aard van enige ander uitgawe waarvoor terugbetaling ten opsigte van enige eis kragtens subklousule (5) (a) geëis word;

(ii) die mylafstand wat elke dag afgelê is, die besoekplekke wat sodanige reise genoodsaak het en, uitgesonderd in munisipale gebiede, die roetes wat ten opsigte van enige eis kragtens subklousule (5) (b) gevolg is;

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

en om 'n reisiger in staat te stel om sodanige vereiste na te kom moet daardie reisiger behoorlike registers by hou.

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

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

(ii) ses in die geval van 'n werknemer wat 'n sesdaagse week werk;

(iii) sewe in die geval van 'n werknemer wat 'n sewedaagse week werk.

(b) Die maandloon van 'n werknemer is $4\frac{1}{3}$ maal sy weekloon.

(c) Die weekloon van 'n werknemer wat maandeliks betaal word, is sy maandloon gedeel deur $4\frac{1}{3}$.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens soos bepaal in klousules 3 (7) en 6 (4) moet enige bedrag wat aan 'n werknemer verskuldig is, uitgesonderd aan 'n los werknemer, weklíks in kontant betaal word, of as die werkgewer en

monthly, during the hours of work, or within fifteen minutes of ceasing work, on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day and shall be contained in an envelope or container, on which shall be reflected, or which shall be accompanied by a statement showing, the employer's name, the employee's name or number, and occupation, the number of ordinary hours, overtime hours, additional overtime hours or night shifts worked, details of any deductions made, the remuneration due and the period in respect of which the payment is made.

(2) *Casual Employees.*—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 or person nominated by him.

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

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

- With the written consent of his employee a deduction for holiday, sick benefit, insurance, savings, provident or pension funds or subscriptions to a trade union;
- 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 calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;
- whenever an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board or lodging or board and lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	In the Magisterial District of Bergville.		In All Other Areas.	
	Per Week.	Per Month.	Per Week.	Per Month.
Board.....	s. d. 3 0	£ s. d. 0 13 0	s. d. 4 0	£ s. d. 0 17 4
Lodging.....	2 0	0 8 8	2 0	0 8 8
Board and lodging.....	5 0	1 1 8	6 0	1 6 0

- with the written consent of an employee, 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 township under the control of such Council or other local authority;
- whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by forty-six; provided that such deduction shall not exceed one-third of the employee's weekly wage irrespective of the number of hours by which the ordinary hours of work are thus reduced and provided further that no deduction shall be made—
 - in the case of short-time arising out of slackness of trade or shortage of raw materials unless the employer has given his employee not less than twenty-four hours' notice of his intention to reduce the ordinary hours of work;
 - in the case of short-time owing to a general breakdown of plant or machinery caused by accident or other unforeseen emergency in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available;
- a deduction for any money lent by an employer to his employee; provided that such deduction shall not exceed one-third of the total remuneration due to such employee;
- subject to the provisions of sub-clause (4), with the written consent of his employee, a deduction of any amount due to an employer for goods purchased from him by his employee; provided that such deduction shall not exceed one-third of the total remuneration due to such employee;

werknemer daarvoor ooreengekom het maandeliks in kontant of per tjek, gedurende die werkure, of binne vyftien minute na ophoutyd, op die gewone betaaldag van die bedryfsinrigting of by diensbeëindiging as dit voor die gewone betaaldag plaasvind en dit moet in 'n koeverf van houer wees waarop voorkom, of wat vergesel gaan van, 'n staat met die werkgewer se naam, die werknemer se naam of nommer, en ambag, die getal gewone ure, oortydure, bykomende oortydure of nagskifte gewerk, besonderhede van enige aftrekkings gedoen, die besoldiging verskuldig en die tydperk ten opsigte waarvan besoldiging betaal word.

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

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

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

(5) *Losies en inwoning.*—Behoudens soos bepaal in die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om van hom of van 'n persoon of by 'n plek wat deur hom aangewys word, losies of inwoning of losies en inwoning aan te neem nie.

(6) *Aftrekkings.*—'n Werknemer mag sy werknemer geen boetes ople of enige bedrae van sy besoldiging aftrek nie, uitgesonderd die volgende:—

- Met die skriftelike toestemming van die werknemer, 'n aftrekking vir verlof, siektebystand, versekerings, spaar-, voorsorgs- of pensioenfondse of ledegeld aan 'n vakvereniging;
- behoudens waar dit andersins in hierdie Vasstelling bepaal is, indien 'n werknemer van sy werk afwesig is, uitgesonderd op las of op versoek van sy werkgewer, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid bereken op die basis van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tye daarvan ontvang het;
- 'n aftrekking van enige bedrag wat 'n werkgewer kragtens enige wet of bevel van enige bevoegde hof verplig of toegelaat word om te maak;
- as 'n werknemer toestem of kragtens die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word om losies of inwoning of losies en inwoning van sy werkgewer aan te neem, 'n aftrekking van hoogstens die bedrae hieronder gespesifiseer—

	In die Magistraats-district Bergville.		In alle ander gebiede.	
	Per week.	Per maand.	Per week.	Per maand.
Losies.....	s. d. 3 0	£ s. d. 0 13 0	s. d. 4 0	£ s. d. 0 17 4
Inwoning.....	2 0	0 8 8	2 0	0 8 8
Losies en inwoning.....	5 0	1 1 8	6 0	1 6 0

- met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgewer aan enige munisipale raad of ander plaaslike owerhede betaal het ten opsigte van die huur van enige huis- of hostelakkommodasie wat deur sodanige werknemer geokkupeer word in enige lokasie of dorpie onder die beheer van sodanige raad of ander plaaslike owerheid;
- wanneer die gewone werkure wat in klousule 5 voorgeskryf is, vanweë korttyd verminder word, 'n aftrekking ten opsigte van elke uur van sodanige vermindering van die werknemer se weekloon gedeel deur 46; met dien verstande dat daardie aftrekking nie een-derde van die werknemer se weekloon mag oorskry nie, ongeag die getal ure waarmee die gewone werkure aldus verminder word, en voorts met dien verstande dat geen aftrekking mag geskied—
 - in die geval van korttyd wat veroorsaak word deur 'n bedryfslapse of tekort aan grondstowwe nie, tensy die werkgewer sy werknemer minstens 24 uur kennis gee het van sy voorneme om die gewone werkure te verminder;
 - in die geval van korttyd vanweë 'n algemene onklaar-raking van installasie of masjinerie veroorsaak deur 'n ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk is nie, tensy die werkgewer die werknemer op die vorige dag kennis gee het dat geen werk beskikbaar sal wees nie;
- 'n aftrekking vir enige geld wat deur 'n werkgewer aan sy werknemer geleen is; met dien verstande dat sodanige aftrekking nie een-derde van die totale besoldiging mag oorskry wat aan sodanige werknemer verskuldig is nie;
- behoudens die bepalinge van subklousule (4), met die skriftelike toestemming van sy werknemer, 'n aftrekking van enige bedrag verskuldig aan 'n werkgewer vir goedere wat van hom deur sy werknemer gekoop is; met dien verstande dat sodanige aftrekking nie een-derde van die totale besoldiging mag oorskry wat aan sodanige werknemer verskuldig is nie;

- (i) a deduction in respect of any public holiday, other than New Year's Day, Good Friday, Easter Monday, the Day of the Covenant or Christmas Day, on which an employee is permitted not to work, of an amount equal to his daily wage.

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

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee, other than a casual employee, shall not exceed—

- (a) in the case of an establishment which observes a six-day week—
- 46 in any week; and
 - subject to sub-paragraph (i) hereof, eight hours on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days shall not exceed eight and a half hours;
- (b) in the case of an establishment which observes a five-day week—
- 46 in any week from Monday to Friday, inclusive; and
 - subject to sub-paragraph (i) hereof, nine and a quarter hours on any day.

(2) The ordinary hours of work of a casual employee shall not exceed nine on any day.

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

- that periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- that if such interval be longer than one hour any period in excess of one and a quarter hours shall be deemed to be time worked;
- that a driver of a motor vehicle, who during such an interval does no work other than being or remaining in charge of the vehicle and its load, if any, shall be deemed for the purposes of this sub-clause 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 ten minutes as nearly as practicable in the middle of each morning and afternoon work period during which 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.

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (3) and (4) all hours of work on any day shall be consecutive.

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

- between six o'clock p.m. and six o'clock a.m.; or
- after one o'clock p.m. on more than five days in any week.

(7) *Overtime.*—All time worked by an employee in excess of the number of hours prescribed in sub-clauses (1) and (2) and any time worked later than prescribed in sub-clause (6) shall be deemed to be overtime.

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

- in the case of a male employee, for more than ten hours in any week;
- in the case of a female employee—
 - for more than ten hours in any week;
 - for more than two hours on any day other than that an employee who works a five-day week may work four hours' overtime on a Saturday;
 - on more than three consecutive days;
 - on more than sixty days in any year;
 - after the completion of her ordinary hours of work for more than one and a half hours on any day unless he has—
 - given notice thereof to such employee before the meal interval of that day; or
 - provided such employee with an adequate meal before she has to commence overtime; or
 - paid such employee not less than two shillings and sixpence in sufficient time to enable her to obtain and partake of a meal before overtime is due to commence.

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

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

- (i) 'n aftrekking ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Gelofedag of Kersdag, waarop 'n werknemer toegelaat word om nie te werk nie, van 'n bedrag gelyk aan sy dagloon.

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

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, is hoogstens die volgende:—

- in die geval van 'n bedryfsinrigting waarin 'n sesdaagse week gewerk word—
 - 46 in enige week; en
 - behoudens subparagraaf (i) hiervan, agt uur op enige dag, tensy die ure op een dag nie vyf oorskry nie, in welke geval die ure op enigen van die ander dae nie 8½ uur te bowe mag gaan nie;
- in die geval van 'n inrigting waarin 'n vyfdaagse week gewerk word—
 - 46 in enige week van Maandag tot en met Vrydag, en
 - behoudens subparagraaf (i) hiervan 9¼ uur op enige dag.

(2) Die gewone werkure van 'n los werknemer mag nie nege op enige dag oorskry nie.

(3) *Etensonderbrekings.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur agtereën sonder een etenonderbreking van minstens een uur te werk nie, gedurende welke onderbreking van sodanige werknemer nie vereis of hy toegelaat mag word om enige werk te verrig nie, en daardie onderbreking mag nie as deel van die gewone werkure of oortyd beskou word nie; met dien verstande dat—

- werktydperke wat deur pouses van minder as een uur onderbreek is, as aaneenlopend beskou moet word;
- as sodanige onderbreking langer as een uur duur, enige tydperk bo een en 'n kwart uur beskou moet word as tyd wat gewerk is;
- dit beskou moet word dat 'n drywer van 'n motorvoertuig wat gedurende sodanige onderbreking geen ander werk verrig as om toesig te hou oor die voertuig of sy vrag, indien daar 'n vrag is, vir die toepassing van hierdie subklousule, nie gedurende sodanige onderbreking gewerk het nie.

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

(5) *Werkure moet opeenvolgend wees.*—Behoudens soos bepaal in subklousules (3) en (4) moet alle werkure op enige dag opeenvolgend wees.

(6) *Vroulike werknemers.*—Ondanks andersluidende bepalings in subklousules (1) tot en met (5), mag 'n werkgewer nie [uitgesonderd soos bepaal in subklousule (8) (b) (ii) (bb)], van 'n vroulike werknemer vereis of haar toelaat om soos volg te werk nie—

- tussen ses uur nm. en ses uur vm.; of
- na een uur nm. op meer as vyf dae in enige week.

(7) *Oortyd.*—Alle tyd wat deur 'n werknemer bo die getal ure, voorgeskryf in subklousules (1) en (2), gewerk word, en enige tyd wat later as die getal ure, voorgeskryf in subklousule (6), gewerk is, moet as oortyd gereken word.

(8) *Beperking van oortyd:* (a) *Gewone oortyd.*—Behoudens soos in paragraaf (b) hiervan bepaal, mag 'n werkgewer nie van 'n werknemer, uitgesonderd 'n los werknemer, vereis of hom toelaat om oortyd soos volg te werk nie—

- in die geval van 'n manlike werknemer, langer as tien uur in enige week;
- in die geval van 'n vroulike werknemer—
 - langer as tien uur in enige week;
 - langer as twee uur op enige dag, uitgesonderd dat 'n werknemer wat 'n vyfdaagse week werk, vier uur oortyd op 'n Saterdag kan werk;
 - op meer as drie opeenvolgende dae;
 - op meer as 60 dae in enige jaar;
 - langer as een en 'n half uur op enige dag na die voltooiing van haar gewone werkure tensy hy—
 - sodanige werknemer daarvan voor die etenonderbreking van daardie dag in kennis gestel het; of
 - sodanige werknemer van 'n voldoende ete voorsien het voordat sy met oortyd moet begin; of
 - sodanige werknemer minstens 2s. 6d. betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat die oortyd moet begin.

(b) *Bykomende oortyd.*—(i) Vir die toepassing van hierdie paragraaf beteken die uitdrukking „bykomende oortyd”—

- in die geval van 'n manlike werknemer, oortyd bo tien uur in enige week;
- in die geval van 'n vroulike werknemer, oortyd gewerk—
 - bo twee uur op enige dag van Maandag tot en met Vrydag;
 - na ses uur nm. op enige dag van Maandag tot en met Vrydag;
 - bo vier uur op enige Saterdag in 'n bedryfsinrigting wat 'n vyfdaagse week werk;
 - op enige bykomende dag in enige jaar waarin daardie werknemer oortyd op 60 dae gewerk het.

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

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

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

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

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

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

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

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

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

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

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

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

(a) in the case of an employee, other than a casual employee, one and a third times his weekly wage divided by forty-six in respect of each hour or part of an hour so worked;

(b) in the case of a casual employee, one and a third times his daily wage divided by nine in respect of each hour or part of an hour so worked;

provided that for the purposes of this sub-clause the expression "wage" shall be deemed to include an employee's cost of living allowance prescribed from time to time in the Cost of Living Regulations framed under War Measure No. 43 of 1942, published under Proclamation No. 110 of 1942, as amended, and as construed in terms of section two of the War Measures Continuation Act, 1948, and paragraph (b) of section two of the War Measures Continuation Act, 1950 and provided further that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during that week shall be adopted.

(10) *Savings.*—(a) The provisions of this clause shall not apply to a watchman, traveller or sample boy.

(b) The provisions of sub-clause (4) shall not apply to a driver of a motor vehicle or a chauffeur.

(c) The provisions of sub-clauses (3), (4), (5) and (7) (a) shall not apply to a male employee engaged on work which, owing to unforeseen causes such as fire, storm, accident, epidemic, act of violence or theft, must be done without delay, and the provisions of sub-clauses (5) and (7) (a) shall not apply to a male employee engaged on work necessitated by a breakdown of plant or machinery or in connection with the overhauling or repairing of plant or machinery which cannot reasonably be performed during ordinary working hours.

(d) The provisions of this clause shall in no way apply to the time spent by an employee in performing the work of a duty driver.

6. ANNUAL LEAVE.

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

(a) in the case of a traveller, sample boy and a watchman, twenty-one consecutive calendar days' leave;

(b) in the case of all other employees, fourteen consecutive calendar days' leave;

and shall pay to such employee—

(i) in the case of an employee mentioned in (a), not less than three times the weekly wage to which he is entitled as from the first day of the commencement of the leave; and

(ii) in the case of an employee mentioned in (b), not less than double the weekly wage to which he is entitled as from the first day of the commencement of the leave;

(ii) Wanneer bykomende oortyd nodig is vir die verrigting van noodwerk, kan 'n werkgewer vereis of toelaat dat—

(aa) dat bykomende oortyd gewerk word deur 'n manlike werknemer wat werk doen in verband met die vervaardiging of versending van petrol- of oliehouers, of die vervaardiging, verpakking of versending van metaalhouers wat vervaardig word om ingemaakte of gepreserveerde voedselsoorte te bevat, of die laai of aflaai van trokke of voertuie wat aan die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens behoort; met dien verstande dat sodanige bykomende oortyd nie tien uur in enige week, of, tesame met enige oortyd gewerk kragtens paragraaf (a) hiervan, 360 uur in enige jaar oorskry nie;

(bb) op voorwaarde dat die bepalings van subparagrafe (8) (a) (ii) (aa) en (ee) hiervan nagehou word, 'n vroulike werknemer wat werk doen in verband met die vervaardiging of verpakking van metaalhouers, vervaardiging om ingemaakte of gepreserveerde voedselsoorte te bevat, bykomende oortydwerk verrig gedurende die tydperk, van die eerste Maandag af in Oktober in enige jaar tot die laaste Saterdag in Maart van die daaropvolgende jaar; met dien verstande dat geen sodanige werknemer verplig of toegelaat mag word om soos volg te werk nie—

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

(ii) na 1-uur nm. op enige Saterdag;

(iii) langer as 60 uur sodanige bykomende oortyd in enige sodanige tydperk.

(iii) Vir die toepassing van paragraaf (b) van hierdie subklousule beteken „noodwerk” werk wat vereis word—

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

(bb) in 'n bedryfsinrigting bedoel vir die vervaardiging van metaalhouers wat nodig is in 'n bedryfsinrigting wat voedselsoorte inmaak of preserveer, om die verlies van bederfbare grondstowwe te voorkom;

(cc) vir die laai of aflaai van trokke of voertuie wat aan die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens behoort.

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

(9) *Besoldiging vir oortyd.*—'n Werkgewer moet sy werknemer wat oortyd werk, teen 'n skaal van minstens die volgende besoldig—

(a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, 1½ maal sy weekloon gedeel deur 46 ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk;

(b) in die geval van 'n los werknemer, 1½ maal sy dagloon gedeel deur 9 ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk;

met dien verstande dat vir die toepassing van hierdie subklousule die uitdrukking „loon” so beskou moet word dat dit 'n werknemer se lewenskostetoelae insluit wat van tyd tot tyd voorgeskryf word in die Lewenskosteregulasies opgestel kragtens Oorlogsmaatreël No. 43 van 1942, gepubliseer by Proklamasie No. 110 van 1942, soos gewysig, en soos uitgelê ingevolge artikel twee van die Wet op die Voortsetting van Oorlogsmaatreëls, 1948, en paragraaf (b) van artikel twee van die Wet op die Voortsetting van Oorlogsmaatreëls, 1950, en voorts met dien verstande dat indien oortyd bereken op 'n daelike basis, in enige week verskil van oortyd bereken op 'n weeklikse basis, die basis wat die grootste hoeveelheid oortyd gedurende daardie week gee, aanvaar moet word.

(10) *Voorbehoud.*—(a) Die bepalings van hierdie klousule is nie op 'n wag, reisiger of monsterjong van toepassing nie.

(b) Die bepalings van subklousule (4) is nie op 'n drywer van 'n motorvoertuig of 'n chauffeur van toepassing nie.

(c) Die bepalings van subklousules (3), (4), (5) en (7) (a) is nie van toepassing op 'n manlike werknemer wat werk verrig wat vanweë onvoorsiene oorsake soos brand, storms, ongelukke, epidemies, gewelddadigheid of diefstal, sonder versuim gedoen moet word, en die bepalings van subklousules (5) en (7) (a) is nie van toepassing op 'n manlike werknemer wat werk verrig wat veroorsaak is deur 'n onklaarraking van installasie of masjinerie of in verband met die opknapping of herstel van installasie of masjinerie wat nie redelikerwys gedurende gewone werke verrig kon word nie.

(d) Die bepalings van hierdie klousule is geensins van toepassing op tyd wat deur 'n werknemer aan die verrigting van die werk van 'n diensdrywer beste word nie.

6. JAARLIKSE VERLOF.

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

(a) in die geval van 'n reisiger, monsterjong en wag, 21 op eenvolgende kalenderdae verlof;

(b) in die geval van alle ander werknemers, 14 op eenvolgende kalenderdae verlof; en sodanige werknemer soos volg besoldig—

(i) in die geval van 'n werknemer genoem in (a), minstens drie maal die weekloon waarop hy van die eerste dag van die aanvang van die verlof af geregtig is; en

(ii) in die geval van 'n werknemer genoem in (b), minstens twee maal die weekloon waarop hy van die eerste dag van die aanvang van die verlof af geregtig is;

provided that for the purposes 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 (6) during the three months immediately preceding the date of the accrual of his leave by thirteen or if he has had less than three months' such employment, then 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 the weekly wage of an employee who is engaged on incentive rates work in terms of clause 9 (1) shall be calculated on the basis set out in section twenty (5) of the Factories, Machinery and Building Work Act, 1941.

(2) The leave referred to in sub-clause (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 be granted within two months after the completion of the twelve months of employment to which it relates, or, if the employer and his employee have agreed thereto, the period within which such leave must be granted may be increased to a period not exceeding six months reckoned from the completion of the twelve months of employment to which the leave relates;

(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 with any period of peace training which the employee is required to undergo under the South Africa Defence Act, 1912;

(iii) if New Year's Day, Good Friday, Easter Monday, Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such day, be added to the said period as a further period of leave and the employee shall be paid an amount equal to 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 his employee's written request during the period of twelve months of employment to which the period of annual leave relates.

(3) At the request of a labourer an employer may, in lieu of granting the leave prescribed for such labourer in sub-clause (1), pay to him not less than the amount which the employer would have had to pay to him in respect of such leave if the leave were granted; provided that such payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of twelve months of employment with the same employer and provided further that such request shall be in writing signed by the labourer endorsed by the employer and retained by the employer for a period of not less than three years.

(4) *Leave Remuneration.*—The remuneration in respect of the annual leave prescribed in sub-clause (1) shall be paid not later than the last work day before the date of the commencement of the leave.

(5) An employee whose contract of employment terminates during any period of twelve months of employment with the same employer before the period of leave prescribed in sub-clause (1) in respect of that period has accrued, shall upon such termination and in addition to any other remuneration which may be due to him, be paid by his employer in respect of each completed month of such period of employment, not less than—

(a) in the case of an employee referred to in paragraph (a) of sub-clause (1), one-fourth of the weekly wage;

(b) in the case of an employee referred to in paragraph (b) of sub-clause (1), one-sixth of the weekly wage;

he was receiving immediately before the date of such termination; provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to sub-clause (2); and provided further that an employee, 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 without cause recognised by law as sufficient, shall not be entitled to any payment by virtue of this sub-clause.

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

(7) For the purposes of this clause the expression "employment" shall be deemed to include any period or periods during which an employee is absent—

(a) on leave in terms of sub-clause (1);

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

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

(d) undergoing any peace training which he is required to do under the South Africa Defence Act, 1912;

met dien verstande dat vir die toepassing van hierdie klousule die weekloon van 'n reisiger wat kommissiewerk doen, bereken moet word deur die besoldiging aan hom kragtens sy ooreenkoms ingevolge klousule 9 (6), betaalbaar gedurende die eerste drie maande onmiddellik voor die datum van die ophoping van sy verlof, deur 13 te deel, of indien hy minder as 3 maande sodanige diens gehad het, dan deur die totale besoldiging aan hom gedurende sy tydperk van sodanige diens betaalbaar, deur die getal voltooië weke in sodanige tydperk te deel; voorts met dien verstande dat die weekloon van 'n werknemer wat prestasieloonwerk kragtens klousule 9 (1) verrig, bereken moet word op die basis wat in artikel twintig (5) van Wet op Fabriek, Masjinerie en Bouwerk, 1941, uiteengesit is.

(2) Die verlof genoem in subklousule (1), moet toegestaan word op 'n tyd wat deur die werkgever vasgestel word; met dien verstande dat—

(i) as sodanige verlof nie vroeër toegestaan is nie, dit toegestaan moet word binne twee maande na die voltooiing van die 12 maande diens waarop dit betrekking het, of, as die werkgever en sy werknemer daarvoor ooreengekom het, die tydperk waarin sodanige verlof toegestaan moet word, verleng kan word tot 'n tydperk van hoogstens ses maande, bereken van die voltooiing van die twaalf maande diens af waarop die verlof betrekking het;

(ii) die tydperk van verlof nie mag saamval met siekteverlof toegestaan kragtens klousule 7, of tensy die werknemer daarom versoek en die werkgever toestem, met enige tydperk van vredestrydse opleiding wat 'n werknemer kragtens die Zuid Afrika Verdedigings Wet, 1912, moet meemaak nie;

(iii) as Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, nog 'n werkdag, vir elke sodanige dag, by genoemde tydperk as 'n bykomende tydperk van verlof gevoeg en die werknemer 'n bedrag betaal moet word gelyk aan sy dagloon ten opsigte van elke sodanige dag wat bygevoeg is;

(iv) 'n werkgever van sodanige verloftydperk enige dae geleentheidsverlof kan aftrek wat met volle besoldiging op sy werknemer se skriftelike versoek toegestaan is gedurende die tydperk van 12 maande diens waarop die tydperk van jaarlikse verlof betrekking het.

(3) Op versoek van 'n arbeider kan 'n werkgever, in plaas van die verlof toe te staan wat vir sodanige arbeider in subklousule (1) voorgeskrif is, aan hom minstens die bedrag betaal wat die werkgever aan hom ten opsigte van sodanige verlof sou moes betaal het indien die verlof toegestaan was; met dien verstande dat sodanige betaling in plaas van verlof hoogstens een maal in elke twee opeenvolgende tydperke van 12 maande diens by dieselfde werkgever toegelaat moet word; en voorts met dien verstande dat sodanige versoek skriftelik gedoen moet word, en dit deur die arbeider, onderteken deur die werkgever mede-onderteken en deur die werkgever vir 'n tydperk van minstens drie jaar gehou moet word.

(4) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof voorgeskrif in subklousule (1) moet voor of op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(5) 'n Werknemer wie se dienskontrak gedurende enige tydperk van 12 maande diens by dieselfde werkgever eindig voordat die verlof, voorgeskrif in subklousule (1) ten opsigte van daardie tydperk, opgeloopt het, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, deur sy werkgever ten opsigte van elke voltooië maand van sodanige dienstyd, minstens die volgende betaal word—

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

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

wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het; met dien verstande dat 'n werkgever 'n bedrag na verhouding kan aftrek ten opsigte van enige tydperk van verlof wat aan 'n werknemer kragtens die vierde voorbehoud van subklousule (2) toegestaan is; en voorts met dien verstande dat 'n werknemer, wat sy diens verlaat sonder dat hy die tydperk van kennisgewing gegee en gedien het wat in klousule 12 voorgeskrif is, tensy die werkgever van sodanige kennisgewing afgesien het, of sonder 'n oorsaak wat kragtens wet as voldoende beskou word, op geen besoldiging ingevolge hierdie subklousule geregtig is nie.

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskrif in subklousule (1) en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by sodanige beëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het, as die verlof op die datum van die beëindiging toegestaan was.

(7) Vir die toepassing van hierdie klousule word dit beskou dat die uitdrukking „diens” enige tydperk of tydperke omvat waarin 'n werknemer afwesig is—

(a) met verlof kragtens subklousule (1);

(b) met siekteverlof kragtens klousule 7;

(c) op las of op versoek van sy werkgever;

(d) enige vredestrydse opleiding meemaak wat van hom kragtens die Zuid Afrika Verdedigings Wet, 1912, vereis word;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c) plus the period of any training referred to in item (d) undergone in that year, 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 leave in terms of any law, from 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 date of commencement of this Determination and to whom any law providing for annual leave applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or the date of 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 purposes of annual leave at any time but not more than once in any period of twelve months close his establishment for fourteen consecutive calendar days plus any additional days that may have to be added by virtue of the third proviso to sub-clause (2).

(b) An employee who at the date of the closing of an establishment in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in sub-clause (1) (b) shall in respect of any leave due to him be paid by his employer on the basis set out in sub-clause (5).

7. SICK LEAVE.

(1) An employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—

- (a) in the case of an employee who works a five-day week, not less than twenty work days;
- (b) in the case of every other employee, not less than twenty-four work days;

sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him and shall pay to such employee in respect of any period of absence in terms hereof not less than the wage he would have received had he worked during such period; provided—

- (i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment, and, in the case of every other employee, one work day in respect of each completed month of employment;
- (ii) that an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity;
- (iii) that this clause shall not apply in respect of an employee when and for as long as his employer makes contributions in accordance with a written request of such 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 his wage for twenty or twenty-four work days, as the case may be, in each cycle of twenty-four months of employment, except that during the first twenty-four months of employment with the same employer the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause read with sub-clause 2;
- (iv) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of incapacity in terms of this clause;
- (v) that if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply;
- (vi) that the wage payable to a traveller who is employed on commission work or to an employee who is employed on incentive rates work for any period of absence on sick leave in terms of this clause, shall be calculated on the basis of the remuneration paid to such traveller or employee on his last pay day immediately preceding such absence.

(2) Where an employee is absent owing to incapacity for a period in excess of the sick leave accrued at the time of such incapacity, he shall be entitled to pay only in respect of such sick leave as has so accrued; but should this occur during the first cycle of twenty-four months of employment his employer

wat altesame in enige jaar hoogstens tien weke ten opsigte van items (a), (b) en (c) behoort, plus die tydperk van enige opleiding genoem in item (d) wat in daardie jaar meegemaak is, en dit word beskou dat diens begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vasstelling kragtens enige wet op verlof geregtig geword het, van die datum af waarop sodanige werknemer laas op sodanige verlof ingevolge daardie wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die aanvangsdatum van hierdie Vasstelling en op wie enige wet van toepassing was wat vir jaarlikse verlof voorsiening maak, waar wat nie ingevolge daarvan op verlof geregtig geword het nie, van die datum af waarop sodanige diens begin het;
- (iii) in die geval van enige ander werknemer, van die datum af waarop sodanige werknemer tot sy werkgever se diens togetree het of die datum waarop hierdie Vasstelling in werking getree het, na gelang van die jongste datum.

(8) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgever, vir die doeleindes van jaarlikse verlof, te eniger tyd, maar hoogstens een maal in enige tydperk van 12 maande, sy bedryfsinrigting sluit vir 14 opeenvolgende kalenderdae plus enige bykomende dae wat ingevolge die derde voorbehoud van subklousule (2) bygevoeg moet word.

(b) 'n Werknemer wat by die sluitingsdatum van 'n bedryfsinrigting kragtens paragraaf (a), nie op die volle tydperk van jaarlikse verlof, voorgeskryf in subklousule (1) (b), geregtig is nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur die werkgever besoldig word op die basis wat in subklousule (5) uiteengesit is.

7. SIEKTEVERLOF.

(1) 'n Werkgever moet aan sy werknemer, uitgesonderd 'n los werknemer, wat vanweë ongeskiktheid afwesig is, die volgende toestaan:—

- (a) In die geval van 'n werknemer wat 'n vyfdaagse week werk minstens 20 werkdag;
- (b) in die geval van elke ander werknemer, minstens 24 werkdag;

siekteverlof altesame gedurende elke kringloop van 24 opeenvolgende maande diens by hom en moet sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hiervan, minstens die loon betaal wat hy sou ontvang het as hy gedurende daardie tydperk gewerk het; met dien verstande dat—

- (i) 'n werknemer in die eerste 24 opeenvolgende maande diens nie geregtig is op siekteverlof met volle besoldiging teen 'n skaal van meer as een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens in die geval van 'n werknemer wat 'n vyfdaagse week werk nie, en een werkdag ten opsigte van elke voltooide maand diens in die geval van elke ander werknemer;
- (ii) 'n werkgever, as 'n voorwaarde wat die betaling deur hom voorafgaan van enige bedrag wat kragtens hierdie klousule deur 'n werknemer geëis word ten opsigte van enige afwesigheid van werk vir 'n tydperk wat meer as drie opeenvolgende kalenderdae dek, die werknemer kan verplig om 'n sertifikaat voor te lê, onderteken deur 'n geneesheer, wat die aard en duur van die werknemer se ongeskiktheid bevestig;
- (iii) hierdie klousule nie van toepassing is ten opsigte van 'n werknemer terwyl en so lank as wat sy werkgever bydraes betaal ooreenkomstig 'n skriftelike versoek van sodanige werknemer aan enige fonds of organisasie wat deur die werknemer benoem word nie, en watter fonds of organisasie aan die werknemer, ingeval van sy ongeskiktheid in die omstandighede wat in hierdie klousule uiteengesit is, die betaling aan hom van minstens sy loon vir 20 of 24 werkdag, na gelang van die geval, in elke kringloop van 24 maande diens waarborg uitgesonderd dat gedurende die eerste 24 maande diens by dieselfde werkgever die gewaarborgde skaal nie die ophopingstempo wat in die eerste voorbehoud van hierdie subklousule uiteengesit is, gelees met subklousule 2, hoef te oorskry nie;
- (iv) as 'n werkgever kragtens enige wet verplig word om geld vir hospitaal- of geneeskundige behandeling ten opsigte van 'n werknemer te betaal en sodanige geld betaal, die bedrag aldus betaal afgetrek kan word van die besoldiging wat ten opsigte van ongeskiktheid ingevolge hierdie klousule verskuldig is;
- (v) as 'n werkgever ten opsigte van enige tydperk van ongeskiktheid, deur hierdie klousule gedek, kragtens enige ander wet verplig word om aan 'n werknemer sy volle loon te betaal, die bepalings van hierdie klousule nie van toepassing is nie;
- (vi) die loon ten opsigte van enige tydperk van afwesigheid met siekteverlof kragtens hierdie klousule betaalbaar aan 'n reisiger wat kommissiewerk doen of aan 'n werknemer wat prestasieloonwerk verrig, bereken moet word op die basis van die besoldiging wat aan sodanige reisiger of werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

(2) As 'n werknemer vanweë ongeskiktheid afwesig is vir 'n langer tydperk as die siekteverlof wat ten tye van sodanige ongeskiktheid opgehoop het, is hy slegs geregtig op besoldiging ten opsigte van sodanige siekteverlof as wat aldus opgehoop het; maar indien dit gedurende die eerste kringloop van 24 maande diens geskied, moet sy werknemer, as hy dit nie reeds gedoen het nie,

shall, if he has not previously done so, at the expiry of the twenty-four months of employment or on termination of employment before such expiry, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

(3) For the purposes of this clause the expression—

“employment” shall be deemed to include any period or periods during which an employee is absent—

- (a) on leave in terms of clause 6;
- (b) from work on the instructions or at the request of his employer;
- (c) on sick leave in terms of sub-clause (1);
- (d) undergoing any peace training which he is required to do under the South Africa Defence Act, 1912;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c) plus the period of any training referred to in item (d) undergone in that year and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Determination shall for the purposes 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;

“incapacity” means inability to work owing to any sickness or injury, other than that caused by an employee's own misconduct or an injury sustained in an accident compensable under the Workmen's Compensation Act, 1941.

8. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee shall be entitled to and shall be granted leave on New Year's Day, Good Friday, Easter Monday, Day of the Covenant and Christmas Day and shall be paid not less than his daily wage in respect of each such holiday; provided that an employee may be required to work on any such holiday; provided further that when such a holiday falls on a Saturday the provisions of this sub-clause shall not apply in respect of an employee who works a five-day week, except that such employee may be required to work on such holiday.

(2) *Payment for Work on a Public Holiday.*—Whenever an employee works on New Year's Day, Good Friday, Easter Monday, Day of the Covenant or Christmas Day, his employer shall pay to him in respect of each such day not less than his daily wage plus, for each hour or part of an hour worked on such day, one-forty-sixth of his weekly wage.

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

- (i) pay to him double his daily wage; or
- (ii) pay to him one and one third times his weekly wage divided by forty-six for each hour or part of an hour worked on such day, and grant him within fourteen days of such Sunday one day's leave, and pay to him in respect thereof not less than his daily wage.

(4) For the purposes of this clause the expression “wage” shall be deemed to have the same meaning as that assigned to it in the proviso to clause 5 (9).

(5) This clause shall not apply to a casual employee, traveller, sample boy or watchman or to an employee performing the work of a duty driver on a Sunday or a public holiday.

9. INCENTIVE RATES WORK AND COMMISSION WORK.

(1) An employer may, after at least one week's notice to his employee, other than a traveller, apply any incentive rates work system and, save as provided for in clause 4 (6), the employer shall pay to such employee, who is employed on such incentive rates work system for any period, remuneration at the incentive rates applicable under such system; provided that, irrespective of the quantity or output of work done, the employer shall pay to such employee not less than—

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

plus five per cent.

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

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

by die verstryking van die 24 maande diens of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige orige tydperk van afwesigheid weens ongeskiktheid betaal in die mate wat siekteverlof, wat by sodanige verstryking of beëindiging opgehoop het, nie genoem is nie.

(3) Vir die toepassing van hierdie klousule word dit beskou dat die uitdrukking—

„diens” enige tydperk of tydperke omvat waarin 'n werknemer afwesig is—

- (a) met verlof kragtens klousule 6;
- (b) van sy werk op las of op versoek van sy werkgever;
- (c) met siekteverlof ingevolge subklousule (1);
- (d) verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, mee te maak,

wat altesame in enige jaar hoogstens 10 weke ten opsigte van items (a), (b) en (c), plus die tydperk van enige opleiding genoem in item (d), in daardie jaar meegemaak is, en enige tydperk diens wat 'n werknemer by dieselfde werkgever gehad het onmiddellik voor die datum waarop hierdie Vasstelling in werking getree het, moet vir die toepassing van hierdie klousule as diens kragtens hierdie Vasstelling beskou word, en dit word beskou dat enige siekteverlof wat met volle besoldiging aan so 'n werknemer gedurende daardie tydperk toegestaan is, kragtens hierdie Vasstelling toegestaan is;

„ongeskiktheid” beteken ongeskiktheid om te werk vanweë enige siekte of besering uitgesonderd dié wat deur 'n werknemer se eie wangedrag veroorsaak is of 'n besering opgedoen in 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is.

8. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer is geregtig op verlof en moet verlof op Nuwejaarsdag, Goëie Vrydag, Paasmaandag, Geloftedag en Kersdag toegestaan word en moet minstens sy dagloon ten opsigte van elke sodanige vakansiedag betaal word: Met dien verstande dat van 'n werknemer vereis kan word om op enige sodanige vakansiedag te werk: Voorts met dien verstande dat wanneer so 'n vakansiedag op 'n Saterdag val, die bepaling van hierdie subklousule nie van toepassing is ten opsigte van 'n werknemer wat 'n vyfdaagse week werk nie, uitgesonderd dat van sodanige werknemer vereis kan word om op daardie vakansiedag te werk.

(2) *Besoldiging vir werk op 'n openbare vakansiedag.*—As 'n werknemer op Nuwejaarsdag, Goëie Vrydag, Paasmaandag, Geloftedag of Kersdag werk, moet sy werkgever hom ten opsigte van elke sodanige dag minstens sy dagloon betaal, plus 1/46ste van sy weekloon, vir elke uur of gedeelte van 'n uur wat op sodanige dag gewerk is.

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

- (i) hom dubbel sy dagloon betaal, of
- (ii) hom 1½ maal sy weekloon, gedeel deur 46, betaal vir elke uur of gedeelte van 'n uur wat op sodanige dag gewerk is, en hom binne 14 dae van sodanige Sondag een dag verlof toestaan, en hom ten opsigte daarvan minstens sy dagloon betaal.

(4) Vir die toepassing van hierdie klousule word dit beskou dat die uitdrukking „loon” dieselfde betekenis het as dié wat in die voorbehoud van klousule 5 (9) daaraan toegeken is.

(5) Hierdie klousule is nie van toepassing op 'n los werknemer, reisiger, monstertjong of wag of op 'n werknemer wat die werk van 'n diensdruyer op 'n Sondag of 'n openbare vakansiedag verrig nie.

9. PRESTASIELOONWERK EN KOMMISSIEWERK.

(1) 'n Werkgever kan, na minstens een week kennisgewing aan 'n werknemer, uitgesonderd 'n reisiger, enige prestatieslooonwerkstelsel toepas en, behoudens soos bepaal in klousule 4 (6), moet die werkgever aan daardie werknemer wat volgens sodanige prestatieslooonwerkstelsel enige tydperk lank werk, besoldiging betaal teen die prestasieskale wat kragtens sodanige stelsel van toepassing is: Met dien verstande, dat ongeag die hoeveelheid of die omvang van die gedane werk, die werkgever aan sodanige werknemer minstens die volgende moet betaal:—

- (a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin prestatieslooonwerk verrig word, die bedrag wat hy verplig sou gewees het om aan sodanige werknemer vir daardie week te betaal indien hy op die basis van tyd gewerk besoldig geword het;
- (b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop prestatieslooonwerk verrig word, die bedrag wat hy verplig sou gewees het om aan sodanige werknemer vir daardie dag te betaal indien hy op die basis van tyd gewerk besoldig geword het;

plus vyf persent.

(2) 'n Werkgever moet op 'n opvallende plek in sy bedryfsinrigting 'n lys aangeplak hou van die prestasieskale wat in subklousule (1) genoem word.

(3) 'n Werkgever wat van voorneme is om enige prestatieslooonwerkstelsel wat in werking is of die skale wat daarkragtens van toepassing is, in enige opsig te kanselleer of te wysig, moet sy werknemer wat kragtens sodanige stelsel in diens is, minstens een kalendermaand van sodanige voorneme in kennis stel; met dien verstande dat 'n werkgever en sy werknemer oor 'n langer tydperk van kennisgewing kan ooreenkom, en in dié geval mag die werkgever nie 'n korter tydperk gee as die een waarvoor ooreengekom is nie.

(4) 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—

- the rate or rates of the commission and the conditions of entitlement;
- the day of the week or month when commission earned is due and payable;
- the area in which the traveller is required or permitted to work;
- 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
- the day of payment of commission in respect of orders accepted by the employer before termination of the contract of employment; provided that such day of payment shall be not later than the last work day of the calendar month succeeding the month during which employment was terminated.

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

(6) Save as provided in clause 4 (6), an employer shall pay to his traveller who is employed on commission work for any period remuneration at 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).

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

10. PROPORTION OF RATIO.

(1) An employer shall not employ an assistant foreman or assistant setter-up unless he has in his employ a foreman or setter-up, respectively.

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

(3) An employer shall not employ an unqualified clerical employee or sample maker unless he has in his employ a qualified clerical employee or sample maker, respectively, and for each qualified clerical employee or sample maker employed not more than one unqualified clerical employee or sample maker, respectively, may be employed by him.

(4) (a) An employer shall not employ an unqualified grade I employee unless he has in his employ a qualified grade I employee and for each qualified grade I employee employed he shall not employ more than two unqualified grade I employees.

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

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

(6) For the purposes of this clause—

- an employer or manager who is wholly or mainly engaged in the work of a particular class of employee may be deemed to be a qualified employee in such class;
- an unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his class and area may be deemed to be a qualified employee.

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

11. LOG BOOK.

(1) Every employer shall provide each driver of a motor vehicle in his employ with a log book as nearly as practicable in the following form:—

Daily Log.

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

(Signature of Driver.)

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

(4) 'n Reisiger wat volgens ooreenkoms met sy werkgever kommissiewerk onderneem, moet deur sy werkgever, voordat sodanige werk begin, voorsien word van 'n ware kopie van die ooreenkoms of 'n staat wat die bepalinge van die ooreenkoms uiteengesit en dit moet die volgende omvat:—

- Die kommissieskaal of -skale en die betalingsvoorwaardes daarvan;
- die dag van die week of maand waarop kommissie wat verdien word, verskuldig en betaalbaar is;
- die gebied waarin die reisiger verplig of toegelaat word om te werk;
- die tipe, beskrywing, getal, hoeveelheid of waarde van bestelling (individueel, weekliks, maandeliks of andersins) wat die werkgever van tyd tot tyd bereid is om te aanvaar; en
- die dag waarop kommissie betaal word ten opsigte van bestellings wat deur die werkgever voor die beëindiging van die dienskontrak aanvaar is; met dien verstande dat sodanige betaaldag voor of op die laaste werkdag moet wees van die kalendermaand wat volg op die maand waarin diens beëindig is.

(5) Die bepalinge van die ooreenkoms genoem in subklousule (4) mag vir die reisiger finansiële nie minder gunstig as hierdie Vasstelling wees nie; met dien verstande dat die verpligte datum van betaling van besoldiging aan 'n reisiger op kommissiewerk in ooreenstemming met die ooreenkoms moet wees en in hierdie opsig is die bepalinge van klousule (4) (1) nie op sodanige betaling van toepassing nie.

(6) Behoudens die bepalinge van klousule 4 (6), moet 'n werkgever aan sy reisiger wat kommissiewerk enige tyd lank verrig, besoldiging betaal teen die skaal waarvoor hulle ooreengekom het; met dien verstande dat ongeag die getal of waarde van bestellings wat deur die werkgever aanvaar is, die besoldiging van sodanige reisiger ten opsigte van enige tydperk nie minder mag wees as dié wat aan hom vir daardie tydperk kragtens klousule 3 (1) verskuldig sou wees nie.

(7) 'n Werkgever of 'n reisiger, wat van voorneme is om 'n ooreenkoms met betrekking tot kommissiewerk te kanselleer of te laat verander, moet van sodanige voorneme skriftelik kennis gee en die tydperk van daardie kennisgewing mag nie korter wees as dié wat vereis word om die dienskontrak van sodanige reisiger kragtens klousule 12 te beëindig nie.

10. GETALLEVERHOUDING.

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

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

(3) 'n Werkgever mag nie 'n ongekwalifiseerde klerklike werknemer of monsternaker in diens hê nie, tensy hy onderskeidelik 'n gekwalifiseerde klerklike werknemer of monsternaker in sy diens het, en vir elke gekwalifiseerde klerklike werknemer of monsternaker in sy diens mag onderskeidelik hoogstens een ongekwalifiseerde klerklike werknemer of monsternaker deur hom in diens gehou word.

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

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

(5) Niks in hierdie klousule moet vertolk word as sou dit die indiensneming van twee ongekwalifiseerde graad I-werknemers en twee ongekwalifiseerde graad II-werknemers vir dieselfde gekwalifiseerde graad I-werknemer toelaat nie.

(6) Vir die toepassing van hierdie klousule—

- mag 'n werkgever of 'n bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n bepaalde klas werknemer verrig, as 'n gekwalifiseerde werknemer in sodanige klas beskou word;
- mag 'n ongekwalifiseerde werknemer wat 'n loon ontvang van minstens die loon voorgeskryf vir 'n gekwalifiseerde werknemer van sy klas en gebied, as 'n gekwalifiseerde werknemer beskou word.

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

11. LOGBOEK.

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

Daglogboek.

Naam van werkgever.....
 Naam van drywer.....
 Datum.....
 Begintyd van werk..... vm./nm..... vm./nm.....
 Ophoutyd van werk..... vm./nm..... vm./nm.....
 Getal ure gewerk.....
 Etensure van..... vm./nm. tot..... vm./nm.....
 Besonderhede van enige ongeluk of oponthoud.....

Handtekening van drywer.

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

(2) Every driver of a motor vehicle upon being provided with the log book referred to in sub-clause (1) shall keep the said daily log in duplicate, as nearly as practicable in the form prescribed, in respect of each day's work, and shall within twenty-four hours of the completion of the days work to which it relates deliver a duplicate completed copy thereof to his employer.

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

- (a) during the first four weeks of employment, twenty-four hours' notice;
- (b) in the case of an employee paid weekly, one week's notice after the first four weeks of employment;
- (c) in the case of an employee paid monthly, one month's notice after the first four weeks of employment;

of his intention to terminate the contract, or an employer may terminate the contract without notice by paying the employee in lieu of such notice not less than—

- (i) in the case of twenty-four hours' notice, the daily wage which the employee is receiving at the date of such termination;
- (ii) in the case of a week's notice, the weekly wage which the employee is receiving at the date of such termination;
- (iii) in the case of a month's notice, the monthly wage which the employee is receiving at the date of such termination;

provided that this shall not affect—

- (i) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and longer than prescribed in this clause;
- (iii) the operation of any forfeiture or penalties which by law may be applicable in respect of desertion by an employee.

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

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

- (a) in the case of a weekly employee, on or before the usual pay-day of the establishment for such employees and shall commence to run from the day after such pay-day;
- (b) in the case of a monthly employee, on or before, and shall commence to run from, the first day of a calendar month;

provided—

- (i) that the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 6 or any period of peace training the employee is required to undergo under the South Africa Defence Act, 1912;
 - (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 7; and
 - (iii) that where only twenty-four hours' notice is required to be given, such notice may be given on any work day.
- (4) The notice prescribed in this clause shall be in writing, except in the case of an employee referred to in clause 3 (1) (b).

13. PROHIBITION OF EMPLOYMENT.

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

14. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a casual employee, with a certificate of service, substantially in the form prescribed in the schedule to this Determination, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and termination of the contract and the rate of remuneration at the date of such termination.

15. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall or protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee and any such uniform, overall or protective clothing shall remain the property of the employer; provided that an employer may require an employee himself to launder any uniform, overall or protective clothing in which even the employer shall pay to such employee at the time weekly wages are normally paid an allowance of not less than one shilling every week.

(2) Elke drywer van 'n motorvoertuig moet, as hy van die logboek, genoem in subklousule (1), voorsien is, genoemde daglogboek in tweevoud byhou, so na as doenlik in die vorm voorgeskryf, ten opsigte van elke dag se werk, en moet binne 24-uur na voltooiing van die betrokke dag se werk 'n ingevulde duplikaat daarvan aan sy werkgever besorg.

(3) Elke werkgever moet die ingevulde duplikaatkopie van die daglogboek, wat kragtens subklousule (2) aan hom besorg is, vir 'n tydperk van drie jaar na die gebeurte bewaar.

12. BEÏNDIGING VAN DIENSKONTRAK.

(1) Elke werkgever of werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet soos volg kennis gee—

- (a) gedurende die eerste vier weke diens, 24 uur;
- (b) in die geval van 'n werknemer wat wekeliks betaal word, na die eerste vier weke diens, een week;
- (c) in die geval van 'n werknemer wat maandeliks betaal word, na die eerste vier weke diens, een maand;

van sy voorneme om die kontrak te beëindig, of 'n werkgever kan die kontrak sonder kennisgewing beëindig deur die werknemer in plaas van sodanige kennisgewing minstens die volgende te betaal—

- (i) in die geval van 24 uur kennisgewing, die dagloon wat die werknemer op die datum van sodanige beëindiging ontvang;
- (ii) in die geval van 'n week kennisgewing, die weekloon wat die werknemer op die datum van sodanige beëindiging ontvang;
- (iii) in die geval van 'n maand kennisgewing, die maandloon wat die werknemer op die datum van sodanige beëindiging ontvang;

met dien verstande dat dit nie die volgende raak nie—

- (i) die reg van 'n werkgever of 'n werknemer om die kontrak sonder kennisgewing om enige oorsaak wat kragtens wet as voldoende beskou word te beëindig;
- (ii) enige skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan albei kante en langer as dié voorgeskryf in hierdie klousule;
- (iii) die werking van enige verbeuring of boetes wat kragtens wet van toepassing mag wees ten opsigte van diensverlating deur 'n werknemer.

(2) As daar 'n ooreenkoms kragtens die tweede voorbehoud van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing ooreenstem met die tydperk van kennisgewing waarvoor ooreengekom is.

(3) Kennisgewing voorgeskryf in subklousule (1) moet gegee word—

- (a) in die geval van 'n weeklikse werknemer, op of voor die gewone betaaldag van die bedryfsinrigting vir sodanige werknemers en dit tree van die dag na sodanige betaaldag af in werking;
- (b) in die geval van 'n maandelikse werknemer, op of voor, en dit tree in werking vanaf, die eerste dag van 'n kalendermaand;

met dien verstande dat—

- (i) die tydperk van kennisgewing nie saamval met, en kennis nie gegee mag word gedurende, 'n werknemer se afwesigheid met verlof, toegestaan kragtens klousule 6 of enige tydperk van vredestrydse opleiding wat die werknemer verplig is om ingevolge die Zuid Afrika Verdedigings Wet, 1912, mee te maak nie;
- (ii) kennis nie gegee mag word gedurende 'n werknemer se afwesigheid met siekteverlof wat kragtens klousule 7 toegestaan is nie; en
- (iii) as dit nodig is om slegs 24 uur kennis te gee, sodanige kennis op enige werkdag gegee kan word.

(4) Die kennisgewing voorgeskryf in hierdie klousule moet skriftelik gegee word, uitgesonderd in die geval van 'n werknemer wat in klousule 3 (1) (b) genoem word.

13. VERBOD OP INDIENSNEMING.

Geen persoon onder die ouderdom van 15 jaar mag deur 'n werkgever in diens geneem word nie.

14. DIENSSERTIFIKAAT.

By die beëindiging van die dienskontrak, uitgesonderd vanweë die diensverlating van 'n werknemer, moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat verstrek, grootliks in die vorm voorgeskryf in die aanhangsel van hierdie Vasstelling, wat die name van die werkgever en sy werknemer voluit, die bedryf van die werknemer, die aanvangs- en beëindigingsdatum van die kontrak en die skaal van besoldiging op die datum van sodanige beëindiging aantoon.

15. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet enige uniform, oorpak of beskermende klere wat hy van sy werknemer vereis om te dra of wat hy kragtens enige wet of regulasie verplig is om aan sy werknemer te verskaf, kosteloos verskaf en in dienlike toestand en skoon hou en enige sodanige uniform, oorpak of beskermende klere bly die eiendom van die werkgever; met dien verstande dat 'n werkgever van 'n werknemer kan vereis om self enige uniform, oorpak of beskermende klere te laat was en stryk, en in dié geval moet die werkgever sodanige werknemer, wanneer weklone gewoonlik betaal word, 'n toelae van minstens een sjieling per week betaal.

SCHEDULE.

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

hereby certify that Mr./Mrs./Miss (a).....
was employed by me/us (a) from the.....day of
.....19...to the.....day of 19...
in the occupation of (b).....
At the termination of employment his/her (a) wage was.....
pounds.....shillings.....pence per week/month (a).

Signature of Employer or
Authorised Representative.

Date.....

(a) Delete whichever inapplicable.

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

S. P. DU T. VILJOEN, *Chairman.*
P. R. VIVIERS, *Member.*
A. D. LEE, *Member.*

W. F. BRITS, *Secretary.*
Pretoria, 14th September, 1955.

AANHANGSEL.

Ek/ons (a)
wat handel dryf in die Metaalhouers- en Aanverwante Produk-
nywerheid/die Voedselinmaaknywerheid (a) by

getuig hierby dat mnr./mev./mej. (a)
in my/ons (a) diens was van diedag
van19...tot diedag
van19...in die bedryf van (b)
By diensbeëindiging was
sy/haar loon pond
..... pennies per week/maand (a).

Handtekening van werkgewer of
gemagtigde verteenwoordiger.

Datum

(a) Skrap wat nie van toepassing is nie.

(b) Meld bedryf waarin werknemer uitsluitlik of hoofsaaklik
werksaam was, bv. klerklike werknemer, reisiger, arbeider,
graad I-werknemer, lynleier.

S. P. DU T. VILJOEN, *Voorsitter.*
P. R. VIVIERS, *Lid.*
A. D. LEE, *Lid.*

W. F. BRITS, *Sekretaris.*
Pretoria, 14 September 1955.

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