



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

UITENGEWONE Staatskoerant Government Gazette

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

Vol. CCL]

PRYS 6d.

PRETORIA, 23 SEPTEMBER 1960.

PRICE 6d.

[No. 6533.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1462.] [23 September 1960.

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 210.

NYWERHEID VIR DIE VERVAARDIGING VAN HAWERMEEL, DIE KAAP EN KLERKSDORP.

In opdrag van die Minister van Arbeid word hierby ingevolge subartikel (2) van artikel veertien van die Loonwet, 1957, bekendgemaak dat die Minister, kragtens die bevoegdheid hom verleen by subartikel (1) van artikel veertien van genoemde Wet, die Vastelling wat in die Bylae hiervan verskyn ten opsigte van die Nywerheid vir die Vervaardiging van Hawermeel gemaak het en die 17de dag van Oktober 1960 bepaal het as die datum waarop die bepalinge van genoemde Vastelling bindend word.

BYLAE.

1. GEBIED EN BESTEK VAN VASSTELLING.

Hierdie Vastelling is van toepassing in die landdrosdistrikte die Kaap en Klerksdorp op alle werknemers, uitgesonderd bestuurders, in diens in die Nywerheid vir die Vervaardiging van Hawermeel en op die werkgewers van sodanige werknemers.

2. WOORDOMSKRYWINGS.

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

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

„ketelbediener” ’n werknemer wat onder algemene toesig die waterpeil en stoomdruk in ’n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook of daar uithaal;

„kartonsnyer” ’n werknemer wat ’n kartonsnymasjien bedien; „kartonsnyer, gekwalifiseer,” ’n kartonsnyer met minstens twaalf maande ondervinding;

„kartonsnyer, ongekwalifiseer,” ’n kartonsnyer met minder as twaalf maande ondervinding;

„los werknemer” ’n werkgewer wat vir hoogstens drie dae in ’n week by dieselfde werkgewer in diens is;

„onderbaas” ’n werknemer wat toesig hou oor ’n groep arbeiders;

„chauffeur” ’n werknemer, uitgesonderd ’n handelsreisiger se assistent, wat ’n motorvoertuig bestuur wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgewer of van personeel, kliente of besoekers en waarmee ook dokumente, of pakkette vervoer kan word;

„klerk” ’n werknemer wat skryf-, tik-, liaseer- of enige ander soort klerklike werk verrig en omvat dit ook ’n kassier en ’n telefonis, maar omvat geen ander klas werknemer wat elders in hierdie klousule omskryf word ook al vorm klerklike werk ’n deel van sodanige werknemer se werk;

„klerk, man, gekwalifiseer,” ’n manlike klerk met minstens vyf jaar ondervinding;

„klerk, man, ongekwalifiseer,” ’n manlike klerk met minder as vyf jaar ondervinding;

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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1462.] [23 September 1960.

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 210.

OATMEAL MANUFACTURING INDUSTRY, THE CAPE AND KLERKSDORP.

By direction of the Minister of Labour it is hereby notified, in terms of sub-section (2) of section fourteen of the Wage Act, 1957, that the Minister, under the powers vested in him by sub-section (1) of section fourteen of the said Act, has made the Determination in the Schedule hereto in respect of the Oatmeal Manufacturing Industry and has fixed the 17th day of October, 1960, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply in the Magisterial Districts of the Cape and Klerksdorp to all employees, other than managers, employed in the Oatmeal Manufacturing Industry and to the employers of such employees.

2. DEFINITIONS.

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

„artisan” means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression „skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of section two (7) or section seven (3) of the said Act;

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

„carton cutter” means an employee who is engaged in operating a carton cutting machine;

„carton cutter, qualified,” means a carton cutter who has had not less than twelve months’ experience;

„carton cutter, unqualified,” means a carton cutter who has had less than twelve months’ experience;

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

„chargehand” means an employee who is in charge of a group of labourers;

„chauffeur” means an employee, other than a traveller’s assistant, who is engaged in driving a motor vehicle which is intended to carry passengers and used for the conveyance of his employer or of staff, clients or visitors and which may be used for the conveyance of documents or parcels;

„clerk” means an employee who is engaged, in writing, typing, filing or in any other form of clerical work and includes a cashier and a 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 work;

„clerk, male, qualified,” means a male clerk who has had not less than five years’ experience;

„clerk, male, unqualified,” means a male clerk who has had less than five years’ experience;

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- „klerk, vrou, gekwalifiseer,” ’n vroulike klerk met minstens vier jaar ondervinding;
- „klerk, vrou, ongekwalifiseer,” ’n vroulike klerk met minder as vier jaar ondervinding;
- „kommissiewerk” enige stelsel waarvolgens ’n handelsreisiger se besoldiging bereken word op die waarde of die getal bestellings wat hy by sy werkgever indien en deur laasgenoemde aanvaar word;
- „lewenskostetoelae” die lewenskostetoelae betaalbaar ingevolge enige wet: Met dien verstande dat indien die werkgever ’n werknemer gereeld ’n hoër lewenskostetoelae betaal as dié aldus voorgeskryf, dit sodanige hoër toelae beteken;
- „motorvoertuigbestuurder” ’n werknemer, uitgesonderd ’n fabrieksmotorbestuurder of ’n bode, wat ’n motorvoertuig bestuur, en by die toepassing van hierdie woordskrywing omvat die uitdrukking „’n motorvoertuig bestuur” alle tyd waartydens daar bestuur word, alle tyd wat die bestuurder aan werk in verband met die voertuig of die vrag bestee en alle tyd waartydens hy verplig is om op sy pos gereed te bly om te bestuur;
- „noodwerk” alle werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, geweld daad of diefstal sonder versuim verrig moet word en alle werk in verband met die laai of aflaai van spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens;
- „bedryfsinrigting” enige perseel waarop of in verband waarmee een of meer werknemers in diens is in die Nywerheid vir die Vervaardiging van Hawermeel;
- „ondervinding” met betrekking tot—
- (a) ’n klerk, die totale tydperk of tydperke diens wat ’n werknemer as ’n klerk gehad het in enige bedryf hoegenaamd of in die diens van die Staat;
 - (b) ’n handelsreisiger, die totale tydperk of tydperke diens wat ’n werknemer as ’n handelsreisiger in enige bedryf hoegenaamd gehad het;
 - (c) enige andere klas werknemer, die totale tydperk of tydperke diens wat ’n werknemer gehad het as ’n werknemer van sy klas in die Nywerheid vir die Vervaardiging van Hawermeel;
- „fabrieksvoertuigbestuurder” ’n werknemer wat enige krag-aangedrewe voertuig wat gebruik word vir die sleep van voertuie of vir die verskuif, vervoer of opstapeling van goedere binne ’n bedryfsinrigting bestuur;
- „voorman” ’n werknemer wat in beheer geplaas word van en verantwoordelik is vir die toesig oor die verrigting van produksie, onderhouds- of tegniese werk wat deur ’n aantal ander werknemers van die bedryfsinrigting uitgevoer word;
- „graad I-werknemer” ’n werknemer wat eenige of meer van die volgende werksaamhede verrig:—
- (i) ’n Kartonuitvoermasjien bedien;
 - (ii) sakke met ’n masjien toemaak;
 - (iii) kartonhouers in ’n vulmasjien voer;
 - (iv) omslae in ’n toedraaimasjien voer;
 - (v) kartonhouers met ’n masjien vou;
 - (vi) kartonhouers met ’n masjien vasplak;
 - (vii) sakke van hoogstens 100 lb. weeg;
- „graad I-werknemer, gekwalifiseer,” graad I-werknemer met minstens drie maande ondervinding;
- „graad I-werknemer, ongekwalifiseer,” ’n graad I-werknemer met minder as drie maande ondervinding;
- „smeeder” ’n werknemer wat masjinerie of motorvoertuie olie of smeer;
- „algemene werksman” ’n werknemer wat kleiner herstellwerk of herstellings doen aan masjinerie of toerusting, uitgesonderd masjinerie of toerusting wat regstreeks gebruik word by die vervaardiging van die produkte van ’n bedryfsinrigting en wat ook kleinere herstellwerk of vernuwings aan geboue mag doen;
- „oondwerker” ’n werknemer wat onder algemene toesig die temperatuur in ’n oond in stand hou en wat die vuur in sodanige oond kan maak, stook of daar uithaal;
- „arbeider” ’n werknemer wat een of meer van die volgende werksaamhede verrig:—
- (1) Artikels dra, verskuif, oplaag of opstapel;
 - (2) persele, voertuie, installasie, vaste of ingeslote bewegende masjinerie, implemente, gereedskap, gerei, sakke of ander artikels skoonmaak;
 - (3) rantsoene kook of tee of dergelike drankke maak of tee of dergelike drankke aan werknemers of sy werkgever bedien;
 - (4) briewe, boodskappe of goedere te voet of deur middel van ’n voet- of handvoertuig aflewer;
 - (5) masjiene voer of van masjiene afneem, uitgesonderd die werk van ’n graad I-werknemer;
 - (6) sakke of ander houers met die hand vul of leegmaak;
 - (7) tuinmaak, d.w.s. onder toesig plant, spit, sny, hark, onkruid uithaal of natgoot of tuingrond of materiaal meng of uitsprei of heinings sny of snoei of paai of paadjies skoonmaak of vee;
 - (8) dryfbande op stilstaande katrolle opsit;
 - (9) laai of aflaai;
 - (10) vure opmaak of in stand hou of afval verwyder of klinkers sorteer;
 - (11) sakke, dose of ander houers of pakke met die hand merk, brandmerk, sjabloneer of etiketteer;
 - (12) sakke met die hand heelmaak of sakke sorteer of uitskud;
 - (13) ’n sakhistoestel bedien;
 - (14) sakke, bale, dose, pakke of deure met die hand oop- of toemaak of met die hand gom aansmeer;

- „clerk, female, qualified,” means a female clerk who has had not less than four years’ experience;
- „clerk, female, unqualified,” means a female clerk who has had less than four years’ experience;
- „commission work” means any system under which a traveller’s remuneration is based on the value or the number of orders submitted by him to, and accepted by, his employer;
- „cost of living allowance” means the cost of living allowance payable in terms of any law: Provided that, if an employer regularly pays an employee a cost of living allowance higher than that so prescribed, it means such higher allowance;
- „driver of a motor vehicle” means an employee, other than a factory driver or a messenger, who is engaged in driving a motor vehicle, and for the purpose of this definition the expression „driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;
- „emergency work” means any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence or theft, must be done without delay and any work connected with the loading or unloading of trucks or vehicles of the South African Railways and Harbours;
- „establishment” means any premises in or in connection with which one or more employees are employed in the Oatmeal Manufacturing Industry;
- „experience” means in relation to—
- (a) a clerk, the total period or periods of employment which an employee has had as a clerk in any trade whatsoever or in the service of the State;
 - (b) a traveller, the total period or periods of employment which an employee has had as a traveller in any trade whatsoever;
 - (c) any other class of employee, the total period or periods of employment which an employee has had as an employee of his class in the Oatmeal Manufacturing Industry;
- „factory driver” means an employee who is engaged in driving within an establishment any power-driven vehicle used for towing vehicles or for moving, conveying or stacking goods;
- „foreman” means an employee who is placed in charge of and is responsible for the supervision of the performance of the production, maintenance or technical work carried on by a number of other employees of the establishment;
- „grade I employee” means an employee who is engaged in any one or more of the following capacities or operations:—
- (i) Carton lining machine attendant;
 - (ii) closing bags by machine;
 - (iii) feeding cartons into a filling machine;
 - (iv) feeding wrappers into a wrapping machine;
 - (v) folding cartons by machine;
 - (vi) gluing cardboard containers by machine;
 - (vii) weighing bags not exceeding 100 lb.;
- „grade I employee, qualified,” means a grade I employee who has had not less than three months’ experience;
- „grade I employee, unqualified,” means a grade I employee who has had less than three months’ experience;
- „greaser” means an employee who is engaged in oiling or greasing machinery or motor vehicles;
- „handyman” means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings;
- „kiln attendant” means an employee who, under general supervision, maintains the temperature in a kiln and who may make, maintain or draw the fire in such kiln;
- „labourer” means an employee who is engaged in any one or more of the following activities or duties:—
- (1) Carrying, moving, lifting or stacking articles;
 - (2) cleaning premises, vehicles, plant, stationary or closed moving machinery, implements, tools, utensils, bags or other articles;
 - (3) cooking rations or making tea or similar beverages or serving tea or similar beverages to employees or his employer;
 - (4) delivering letters, messages or goods on foot or by means of a foot- or hand-propelled vehicle;
 - (5) feeding into or taking off from machines, other than the work of a grade I employee;
 - (6) filling or emptying bags, sacks or other containers by hand;
 - (7) gardening work, i.e., planting under supervision, digging, mowing, raking, weeding or watering or mixing or spreading garden soil or material or cutting or trimming hedges or cleaning or sweeping roads or paths;
 - (8) guiding belts on stationary pulleys;
 - (9) loading or unloading;
 - (10) making or maintaining fires or removing refuse or sorting clinkers;
 - (11) marking, branding, stencilling or affixing labels on bags, sacks, boxes or other containers or packages by hand;
 - (12) mending bags by hand or sorting or shaking out bags;
 - (13) operating a sack hoist;
 - (14) opening or closing bags, sacks, bales, boxes, packages or doors by hand or gluing by hand;

- (15) artikels van dieselfde grootte en getal in houters pak wat spesiaal vervaardig is om dit te bevat;
- (16) voertuie anders stoot of trek as deur van meganiese toestelle gebruik te maak;
- (17) voorafvervaardigde karton- of veselborddose of dergelike houters met die hand inmeekaarsit;
- (18) sakke met die hand toewerk;
- (19) by herhaling weeg volgens 'n voorafbepaalde gewig van hoogstens 100 lb. of by herhaling meet volgens 'n vaste maat;
- „wet” ook die gemene reg;
- „algemene masjienwerksman” 'n werknemer, uitgesonderd 'n ambagsman of 'n meulenaar, wat herstelwerk of verstellings aan masjinerie of toerusting doen wat regstreeks gebruik word by die vervaardiging van die produkte van 'n bedryfsinrigting;
- „bestuurder” 'n werknemer wat deur sy werkgever belas is met die algehele—
- (a) toesig oor;
 - (b) verantwoordelikheid vir; en
 - (c) leiding van;
- die werksaamhede van 'n bedryfsinrigting en die werknemers daarby betrokke;
- „bode” 'n werknemer wat briewe, boodskappe, boeke, dokumente of geld deur middel van 'n bromponie, bromfiets of 'n fiets wat uitgerus is met 'n hulpmasjien, aflewer of afhaal en wat enige skryfwerk in verband met sodanige aflewering of afhaal kan verrig;
- „militêre opleiding” ononderbroke opleiding waartoe 'n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, verplig word, maar dit omvat geen opleiding wat hy ingevolge artikel drie-en-twintig van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;
- „meulenaar” 'n werknemer wat verantwoordelik is vir die sif, maal, fyndmaak, rol, prosesbewerking of elevatorvoevoer van grane of produkte van 'n bedryfsinrigting en die toetsing van die produkte van tyd tot tyd om die korrekte standaard te verseker, wat in bevel is van die werknemers in diens op dieselfde skof as dié waarop hy in diens is, en wat daarvoor verantwoordelik is dat hulle hulle werk behoorlik verrig en wat masjinerie kan aansit, afskakel en herstel, en verstelwerk daaraan kan verrig;
- „meulenaar, gekwalifiseer,” 'n meulenaar met minstens vier jaar ondervinding;
- „meulenaar, ongekwalifiseer,” 'n meulenaar met minder as vier jaar ondervinding;
- „meulenaarassistent” 'n werknemer wat onder die toesig van 'n meulenaar een of meer van die volgende werksaamhede verrig:—
- (1) Na masjiene kyk terwyl dit werk, maar uitgesonderd verstel- of herstelwerk aan sodanige masjiene;
 - (2) monsters uit stortgeute of masjiene neem;
 - (3) dryfbande herstel;
 - (4) dryfbande opsit of afhaal;
- „motorvoertuig” enige kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere, uitgesonderd die monsters van 'n handelsreisiger, en dit omvat ook 'n voorhaker;
- „nagskof” 'n skof waarvan enige gedeelte van langer as 'n uur tussen middernag en 6-uur vm. gewerk word;
- „Nywerheid yir die Vervaardiging van Hawermeel” die Nywerheid waarin werkgevers en werknemers geassosieer is in inrigtings wat geregistreer is of aan registrasie onderworpe is kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, met die doel om gerolde hawer of hawermout of gerolde hawer en hawermout te vervaardig vir verkoop vir menslike gebruik, en omvat dit alle werksaamhede wat daarmee in verband staan of die gevolg daarvan is;
- „bediener van 'n pakkieulmasjien” 'n werknemer wat 'n kragaangedrewe pakkieulmasjien bedien en wat kleiner verstelwerk daaraan kan verrig of dit kan aansit of tot stilstand bring;
- „bediener van pakkieulmasjien, gekwalifiseer,” 'n bediener van 'n pakkieulmasjien met minstens 6 maande ondervinding;
- „bediener van 'n pakkieulmasjien, ongekwalifiseer,” 'n bediener van 'n pakkieulmasjien met minder as 6 maande ondervinding;
- „bediener van 'n pakkietoedraaimasjien” 'n werknemer wat 'n kragaangedrewe pakkietoedraaimasjien bedien en wat kleiner verstellings daaraan kan verrig of dit kan aansit of tot stilstand bring;
- „bediener van 'n pakkietoedraaimasjien, gekwalifiseer,” 'n bediener van 'n pakkietoedraaimasjien met minstens 9 maande ondervinding;
- „bediener van 'n pakkietoedraaimasjien, ongekwalifiseer,” 'n bediener van 'n pakkietoedraaimasjien met minder as 9 maande ondervinding;
- „stukwerk” enige stelsel waarvolgens 'n werknemer se besoldiging gebaseer is op die hoeveelheid gedane werk;
- „senior besturende, professionele of administratiewe werknemer” 'n werknemer wat deur die werkgever belas is met die verrigting van werk wat verantwoordelikheid inhou vir die neem van besluite van professionele of administratiewe aard in die uitvoering van die werksaamhede van 'n bedryfsinrigting;
- „skof” 'n werktydperk van hoogstens 9½ gewone werkure;

- (15) packing articles of uniform size and number in containers specially made to contain them;
- (16) pushing or pulling vehicles otherwise than by the use of mechanical devices;
- (17) setting up by hand ready-made cardboard or fibre board boxes or similar containers;
- (18) sewing bags by hand;
- (19) repetitive weighing to a predetermined weight exceeding 100 lb. or repetitive measuring to a set gauge;
- „law” includes the common law;
- „machine handyman” means an employee, other than an artisan or a miller, who is engaged in making repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment;
- „manager” means an employee who is charged by his employer with the overall—
- (a) supervision over;
 - (b) responsibility for; and
 - (c) direction of;
- the activities of an establishment and the employees engaged therein;
- „messenger” means an employee engaged in delivering or collecting letters, messages, books, documents or money by means of a motor scooter, auto-bicycle or a bicycle fitted with an auxiliary engine and who may do any writing connected with such collecting or delivering;
- „military training” means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;
- „miller” means an employee who is responsible for the screening, grinding, crushing, rolling, processing or elevating of cereals or products of an establishment and the testing of the products from time to time to ensure the correct standard, who is in charge of the employees employed on the same shift as that on which he is employed and responsible for the efficient performance by them of their duties and who may start, stop and make repairs and adjustments to machinery;
- „miller, qualified,” means a miller who has had not less than four years' experience;
- „miller, unqualified,” means a miller who has had less than four years' experience;
- „miller's assistant” means an employee who, under the supervision of a miller, is engaged in any one or more of the following activities:—
- (1) Attending to machines while in operation, but excluding the making of adjustments or repairs to such machines;
 - (2) drawing samples from spouts or machines;
 - (3) mending belts;
 - (4) shipping or unshipping belts;
- „motor vehicle” means any power-driven vehicle used for conveying goods, other than traveller's samples, and includes a mechanical horse;
- „night shift” means a shift of which any portion exceeding one hour is worked between midnight and 6 o'clock a.m.;
- „Oatmeal Manufacturing 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, 1941, for the purpose of manufacturing rolled oats or oatmeal or rolled oats and oatmeal for sale for human consumption and includes all operations incidental thereto or consequent thereon;
- „packet filling machine attendant” means an employee who attends to a power-driven packet filling machine and who may start, stop or make minor adjustments to it;
- „packet filling machine attendant, qualified,” means a packet filling machine attendant who has had not less than six months' experience;
- „packet filling machine attendant, unqualified,” means a packet filling machine attendant who has had less than six months' experience;
- „packet wrapping machine attendant” means an employee who attends to a power-driven packet wrapping machine and who may start, stop or make minor adjustments to it;
- „packet wrapping machine attendant, qualified,” means a packet wrapping machine attendant who has had not less than nine months' experience;
- „packet wrapping machine attendant, unqualified,” means a packet wrapping machine attendant who has had less than nine months' experience;
- „piece-work” means any system under which an employee's remuneration is based on the quantity of work done;
- „senior managerial, professional or administrative employee” means an employee who is charged by the employer with the performance of work entailing responsibility for taking decisions of a professional or administrative character in the conduct of the activities of an establishment;
- „shift” means a period of work not in excess of nine and one-quarter ordinary hours of work;

„korttyd” ’n tydelike vermindering in die getal gewone werkers weens ’n slapte in die bedryf, ’n tekort aan grondstowwe, ’n algemene onklaarraking van installasie of masjinerie of ’n werklike onbruikbaarwording of dreigende onbruikbaarwording van geboue;

„magasynman” ’n werknemer wat algemene beheer uitoefen oor die voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat verantwoordelik is vir die ontvang, opberging, verpakking of uitpak van goedere in ’n magazyn of pakhuis of die aflewering van goedere uit ’n magazyn of pakhuis aan die verbruiksafdelings in ’n bedryfsinrigting of vir versending;

„magasynman, gekwalifiseer,” ’n magazynman met minstens 3 jaar ondervinding;

„magasynman, ongekwalifiseer,” ’n magazynman met minder as 3 jaar ondervinding;

„onderbestuurder” ’n werknemer wat deur sy werkgever belas is met—

(a) die toesig oor; en

(b) die verantwoordelijkheid vir en leiding van;

die werksaamhede van ’n afdeling of seksie van ’n bedryfsinrigting en die werknemers wat daarin werk;

„toesighouer-verpakker” ’n werknemer wat toesig hou oor die werk van die werknemers in diens in die verskillende verpakkingswerksaamhede in ’n bedryfsinrigting;

„sleepwa” ’n vervoermiddel getrek deur ’n motorvoertuig;

„handelsreisiger” ’n werknemer wat as ’n reisende verteenwoordiger van ’n bedryfsinrigting en namens so ’n bedryfsinrigting bestellings soek, werf of vra;

„handelsreisiger, gekwalifiseer,” ’n handelsreisiger met minstens 4 jaar ondervinding;

„handelsreisiger, ongekwalifiseer,” ’n handelsreisiger met minder as 4 jaar ondervinding;

„handelsreisiger se hulp” ’n werknemer wat ’n handelsreisiger vergesel en hom help om sy monsters in te pak, uit te pak of te vertoon en wat die motorvoertuig mag bestuur wat deur die handelsreisiger in die uitvoering van sy werk gebruik word;

„eie gewig” die gewig van enige motorvoertuig of sleepwa soos aangegee in ’n lisensie of sertifikaat ten opsigte van so ’n motorvoertuig of sleepwa uitgereik deur enige owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik;

„loon” die geldbedrag betaalbaar aan ’n werknemer ingevolge klousule 3 (1) vir sy gewone werke soos voorgeskryf in klousule 5: Met dien verstande dat, as ’n werkgever ’n werknemer gereeld ten opsigte van sulke gewone werke ’n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit dié hoër bedrag beteken;

„wag” ’n werknemer wat persele of ander eiendom bewaak.

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

3. BESOLDIGING.

(1) Die minimum loon wat ’n werkgever aan elke lid van die ondergenoemde klasse van sy werknemers moet betaal, word hieronder uiteengesit:—

(a) Werknemers, uitgesonderd los werknemers—

(i)	In alle gebiede. Per week. £ s. d.
Ambagsman.....	8 12 6
Klerk, vrou, gekwalifiseer.....	5 1 6
Klerk, vrou, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	3 0 0
gedurende tweede jaar ondervinding.....	3 10 5
gedurende derde jaar ondervinding.....	4 0 7
gedurende vierde jaar ondervinding.....	4 11 2
Klerk, man, gekwalifiseer.....	6 18 6
Klerk, man, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	3 4 7
gedurende tweede jaar ondervinding.....	3 18 6
gedurende derde jaar ondervinding.....	4 12 4
gedurende vierde jaar ondervinding.....	5 6 2
gedurende vyfde jaar ondervinding.....	6 0 0
Algemene werksman.....	4 10 0
Algemene masjienwerksman.....	5 10 0
Meulenaar, gekwalifiseer.....	8 5 0
Meulenaar, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	3 5 0
gedurende tweede jaar ondervinding.....	4 10 0
gedurende derde jaar ondervinding.....	5 15 0
gedurende vierde jaar ondervinding.....	7 0 0
Magasynman, gekwalifiseer.....	8 2 6
Magasynman, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	3 4 6
gedurende tweede jaar ondervinding.....	4 2 6
gedurende derde jaar ondervinding.....	6 2 6
Handelsreisiger, gekwalifiseer.....	11 10 9
Handelsreisiger, 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
Handelsreisiger se hulp.....	2 12 6

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

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

„storeman, qualified,” means a storeman who has had not less than three years’ experience;

„storeman, unqualified,” means a storeman who has had less than three years’ experience;

„sub-manager” means an employee who is charged by his employer with—

(a) the supervision over; and

(b) the responsibility for the direction of,

the activities of a department or division or section of an establishment and the employees engaged therein;

„supervisor packer” means an employee who supervises the work of the employees engaged in the various packing operations in an establishment;

„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;

„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;

„traveller’s assistant” means an employee who accompanies a traveller and assists him in packing, unpacking or displaying his samples and who may drive the motor vehicle used by the traveller in the performance of his duties;

„unladen weight” means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;

„wage” means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;

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

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

3. REMUNERATION.

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

(a) Employees, other than casual employees—

(i)	In All Areas. Per Week. £ s. d.
Artisan.....	8 12 6
Clerk, female, qualified.....	5 1 6
Clerk, female, unqualified—	
during the first year of experience.....	3 0 0
during the second year of experience.....	3 10 5
during the third year of experience.....	4 0 7
during the fourth year of experience.....	4 11 2
Clerk, male, qualified.....	6 18 6
Clerk, male, unqualified—	
during the first year of experience.....	3 4 7
during the second year of experience.....	3 18 6
during the third year of experience.....	4 12 4
during the fourth year of experience.....	5 6 2
during the fifth year of experience.....	6 0 0
Handyman.....	4 10 0
Machine handyman.....	5 10 0
Miller, qualified.....	8 5 0
Miller, unqualified—	
during the first year of experience.....	3 5 0
during the second year of experience.....	4 10 0
during the third year of experience.....	5 15 0
during the fourth year of experience.....	7 0 0
Storeman, qualified.....	8 2 6
Storeman, unqualified—	
during the first year of experience.....	3 4 6
during the second year of experience.....	4 2 6
during the third year of experience.....	6 2 6
during the fourth year of experience.....	11 10 9
Traveller, qualified.....	11 10 9
Traveller, unqualified—	
during the first year of experience.....	6 18 6
during the second year of experience.....	8 1 6
during the third year of experience.....	9 4 7
during the fourth year of experience.....	10 7 8
Traveller’s assistant.....	2 12 6

(ii)	In die landdros- distrik die Kaap. Per week. £ s. d.	In die landdros- distrik Klerksdorp. Per week. £ s. d.
Kartonsnyer, gekwalifiseer.....	3 15 0	3 2 6
Kartonsnyer, ongekwalifiseer—		
gedurende eerste drie maande onder- vinding.....	2 7 6	1 15 0
gedurende tweede drie maande onder- vinding.....	2 12 6	2 0 0
gedurende derde drie maande onder- vinding.....	3 0 0	2 7 6
gedurende vierde drie maande onder- vinding.....	3 7 6	2 15 0
Fabrieksvoertuigbestuurder.....	3 0 0	2 10 0
Meulenaarsassistent.....	3 0 0	2 10 0
Bediener van pakkie vulmasjiën, gekwali- fiseer.....	3 0 0	2 7 6
Bediener van pakkie vulmasjiën, ongekwali- fiseer—		
gedurende eerste drie maande onder- vinding.....	2 7 6	1 15 0
gedurende tweede drie maande onder- vinding.....	2 12 6	2 0 0
Bediener van pakkietoedraaimasjiën, gekwalifiseer.....	3 7 6	2 15 0
Bediener van pakkietoedraaimasjiën, ongekwalifiseer—		
gedurende eerste drie maande onder- vinding.....	2 7 6	1 15 0
gedurende tweede drie maande onder- vinding.....	2 12 6	2 0 0
gedurende derde drie maande onder- vinding.....	3 0 0	2 7 6
Toesighouer-verpakker.....	3 12 6	3 0 0

(iii)		
Ketelbediener... }		
Onderbaas..... }		
Oondbediener... }	2 11 0	1 17 6
Bode..... }		
Wag..... }		
Graad I-werknemer, gekwalifiseer.....	2 12 6	2 0 0
Graad I-werknemer, ongekwalifiseer.....	2 7 6	1 15 0
Smeeder.....	2 16 0	2 2 6
Arbeider, vrou.....	1 16 9	1 6 0
Arbeider, man, 18 jaar of ouer.....	2 6 0	1 12 6
Arbeider, man, onder 18 jaar.....	1 14 6	1 4 4
Werknemer nie elders spesifiek in dié klousule genoem nie.....	2 17 6	2 12 6

(iv)
Bestuurder van 'n motorvoertuig waarvan
die eie gewig saam met die eie gewig van
'n sleepwa of sleepwaens deur die voer-
tuig getrek—

(i) hoogstens 6,000 lb. is.....	4 5 0	3 0 0
(ii) meer is as 6,000 lb. maar hoog- stens 10,000 lb.....	5 5 0	4 0 0
(iii) meer is as 10,000 lb.....	7 0 0	6 0 0
Chauffeur.....	3 0 0	2 15 0

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

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

(ii)	In the Magisterial District of the Cape. Per Week. £ s. d.	In the Magisterial District of Klerksdorp. Per Week. £ s. d.
Carton cutter, qualified.....	3 15 0	3 2 6
Carton cutter, unqualified—		
during the first three months of expe- rience.....	2 7 6	1 15 0
during the second three months of experience.....	2 12 6	2 0 0
during the third three months of experience.....	3 0 0	2 7 6
during the fourth three months of experience.....	3 7 6	2 15 0
Factory driver.....	3 0 0	2 10 0
Miller's assistant.....	3 0 0	2 10 0
Packet filling machine attendant, qualified..	3 0 0	2 7 6
Packet filling machine attendant, unqualified—		
during the first three months of experience.....	2 7 6	1 15 0
during the second three months of experience.....	2 12 6	2 0 0
Packet wrapping machine attendant, qualified.....	3 7 6	2 15 0
Packet wrapping machine attendant, unqualified—		
during the first three months of experience.....	2 7 6	1 15 0
during the second three months of experience.....	2 12 6	2 0 0
during the third three months of experience.....	3 0 0	2 7 6
Supervisor packer.....	3 12 6	3 0 0

(iii)		
Boiler attendant } Chargehand..... }		
Kiln attendant..... }	2 11 0	1 17 6
Messenger..... }		
Watchman..... }		
Grade I employee, qualified.....	2 12 6	2 0 0
Grade I employee, unqualified.....	2 7 6	1 15 0
Greaser.....	2 16 0	2 2 6
Labourer, female.....	1 16 9	1 6 0
Labourer, male, 18 years of age or over...	2 6 0	1 12 6
Labourer, male, under 18 years of age....	1 14 6	1 4 4
Employee not elsewhere in this clause specifically mentioned.....	2 17 6	2 12 6

(iv)
Driver of a motor vehicle, the unladen
weight of which together with the un-
laden weight of any trailer or trailers
drawn by such vehicle—

(i) does not exceed 6,000 lb.....	4 5 0	3 0 0
(ii) exceeds 6,000 lb. but not 10,000 lb.	5 5 0	4 0 0
(iii) exceeds 10,000 lb.....	7 0 0	6 0 0
Chauffeur.....	3 0 0	2 15 0

(b) *Casual Employee.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed the expression “weekly wage” shall mean the weekly wage prescribed for a qualified employee of that class and provided further that where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by fifty per cent.

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

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

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

in subklousule (1) voorgeskryf word, moet vir dié dag aan so 'n werknemer as volg betaal:—

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

Met dien verstande—

- (i) dat die bepaling van hierdie subklousule nie geld wanneer die verskil tussen klasse ingevolge subklousule (1), op ouderdom, ondervinding of geslag berus nie;
- (ii) dat, tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word niks in hierdie Vastelling só uitgelê mag word dat dit 'n werkgewer belet om van 'n werknemer te vereis dat hy 'n ander klas werk verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

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

- (i) vyf, in die geval van 'n werknemer wat 'n vyfdagweek werk;
- (ii) ses, in die geval van 'n werknemer wat 'n sesdagweek werk;
- (iii) sewe, in die geval van 'n werknemer wat 'n sewedagweek werk.

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

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

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

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

(b) 'n handelsreisiger van wie vereis word om motorvervoer te verskaf in die uitvoering van sy pligte, moet sy werkgewer hom 'n vervoertoelae betaal van minstens agt pennies vir elke myl wat hy in die uitvoering van sy pligte afgelê het.

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

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

- (i) hom alle redelike uitgawes vergoed wat hy aangegaan het vir enige ete en tee vir homself gedurende enige sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie; of
- (ii) hom 'n verblyftoelae van minstens vyf-en-twintig sjielings betaal vir elke nag as sodanige afwesigheid oor een of meer nagte strek;

(b) 'n handelsreisiger se assistent wat, terwyl hy 'n handelsreisiger vergesel op enige reis wat die handelsreisiger onderneem in die uitvoering van sy pligte, van sy woonplek en van sy werkgewer se bedryfsinrigting afwesig is vir 'n tydperk van langer as ses opeenvolgende ure, moet sy werkgewer—

- (i) hom vergoed vir alle redelike uitgawes deur hom aangegaan vir enige ete en tee vir homself gedurende elke sodanige afwesigheidstydperk wat nie oor 'n nag strek nie; of
- (ii) hom 'n onderhoudstoelae betaal van minstens vyf sjielings vir elke nag wanneer sodanige afwesigheid oor een of meer nagte strek;

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

(7) (a) Enige toelae en uitgawes wat aan 'n werknemer ingevolge subklousules (5) en (6) betaal moet word, moet binne sewe dae na die werknemer se skriftelike eis daarvoor, deur die werkgewer betaal word: Met dien verstande dat 'n werknemer enige sodanige eis binne 'n maand vanaf die datum waarop hy daarop geregtig geword het, moet indien, maar dat hy nie meer as een eis in 'n week mag indien nie.

(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 therefore, work of another class for which either—

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

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

- (i) in the case referred to in paragraph (a) not less than the daily wage calculated at the higher rate; and
- (ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work;

Provided—

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

(ii) that, unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring 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) *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 hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the ordinary hours of work which he ordinarily works in a week.

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

(a) a traveller who uses his employer's motor transport or who is required to travel by train or any other means of conveyance than his own, his employer shall reimburse him all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purpose of this sub-clause the cost of overnight garaging of motor transport shall be deemed to be a transport expense;

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

(6) *Subsistence Allowance and Expenses.*—In addition to paying any other remuneration due to—

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

- (i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
- (ii) pay him a subsistence allowance of not less than twenty-five shillings for each night where such absence extends over one or more nights;

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

- (i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
- (ii) pay him a subsistence allowance of not less than five shillings for each night where such absence extends over one or more nights;

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

(7) (a) Any allowance 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 therefore: Provided that an employee shall submit any such claims within one month of entitlement but shall not submit more than one claim in any one week.

(b) 'n Werkgewer kan vereis dit sy handelsreisiger iedere eis so opstel dat dit die volgende aantoon:—

- (i) In die geval van 'n eis ingevolge subklousule (5) (a), die soort vervoer en die vervoerkoste of die aard van alle ander uitgawes waarvoor hy vergoeding eis;
- (ii) in die geval van 'n eis ingevolge subklousule (5) (b), die mylafstand wat hy elke dag afgeleë het, watter plekke besoek is en uitgesonderd in munisipale gebiede, die gevolgde roete;
- (iii) in die geval van 'n eis ingevolge subklousule (6), die tyd waarop elke tydperk van afwesigheid onderskeidelik begin en geëindig het,

en om 'n handelsreisiger in staat te stel om te voldoen aan sodanige vereiste, moet sodanige handelsreisiger geskikte aantekeninge hou.

(8) *Fietstoelae.*—'n Werkgewer wat van sy werknemer vereis om sy eie fiets by die uitvoering van sy pligte te gebruik, moet hom, benewens enige ander besoldiging wat aan hom verskuldig is, 'n toelae van minstens drie sjielings en ses pennies per week betaal of, as hy 'n los werknemer is, minstens nege pennies per dag.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Echoudens soos bepaal in klousules 3 (7) en 6 (4), moet enige bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks in kontant, of met die toestemming van die werknemer, maandeliks in kontant of per tjek betaal word gedurende werkeure of binne dertig minute na staking van die werk op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, en moet in 'n verseëelde kovert of houer wees waarop aangegee word, of wat vergesel gaan van 'n staat wat aantoon—

- (a) die werkgewer se naam;
- (b) die werknemer se naam of betaalstaatsnommer en sy betrekking;
- (c) die getal gewone werkeure deur die werknemer gewerk;
- (d) die getal oortydure deur die werknemer gewerk;
- (e) die werknemer se loon;
- (f) die werknemer se lewenskostetoelae;
- (g) die besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (h) die besonderhede van enige aftrekkings wat gedoen word;
- (i) die werklike bedrag wat aan die werknemer betaal word; en
- (j) die tydperk ten opsigte waarvan die betaling gedoen word; en sodanige kovert of houer waarop hierdie besonderhede aangegee word, of sodanige staat, word die eiendom van die werknemer

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

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

(4) *Koop van goedere.*—'n Werkgewer kan nie van sy werknemer vereis om van hom of van enige winkel, plek of persoon wat hy aanwys, goedere te koop nie.

(5) *Kos en inwoning.*—Behoudens die bepalings van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie vereis dat sy werknemer by hom of by enige ander persoon of plek deur hom aangewys, eet of inwoon of eet en inwoon nie.

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

- (a) Met die skriftelike toestemming van sy werknemer 'n aftrekking vir vakansie-, siektebystands-, versekerings-, spaar-, voorsorgs-, of pensioenfondse, of ledigheid aan vakverenigings;
- (b) behoudens waar andersins in hierdie Vasstelling bepaal, telkens wanneer 'n werknemer ook al van sy werk afwesig is, behalwe op die bevel of versoek van sy werkgewer, 'n aftrekking eweredig aan die tydperk van sy afwesigheid bereken op die basis van die loon wat so 'n werknemer ten tye van sodanige afwesigheid ten opsigte van sy gewone werkeure ontvang het;
- (c) 'n aftrekking van enige bedrag wat 'n werkgewer kragtens enige wet, of op bevel van 'n bevoegde hof verplig of toegelaat is om af te trek;
- (d) wanneer 'n werknemer ook al toestem of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig is om kos of inwoning of kos en inwoning van sy werkgewer aan te neem 'n aftrekking van hoogstens ondergenoemde bedrae:—

	Per week.	Per maand.
	s. d.	£ s. d.
(i) Kos.....	4 0	0 17 4
(ii) Inwoning.....	2 0	0 8 8
(iii) Kos en inwoning.....	6 0	1 6 0

(b) An employer may require his traveller to frame any claim so that it shall reflect—

- (i) in respect of any claim in terms of sub-clause (5) (a), the mode of travel employed and the transport expenses incurred or the nature of any other expense for which reimbursement is claimed;
- (ii) in respect of any claim in terms of sub-clause (5) (b), the mileage travelled each day, the points of call and, except in municipal areas, the route followed;
- (iii) in respect of any claim in terms of sub-clause (6), the times of commencement and ending of each period of absence;

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

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

4. PAYMENT OF REMUNERATION.

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

- (a) the employer's name;
- (b) the employee's name or pay roll number and occupation;
- (c) the number of ordinary hours of work worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the employee's wage;
- (f) the employee's cost of living allowance;
- (g) the details of any other remuneration arising out of the employee's employment;
- (h) the details of any deductions made;
- (i) the actual amount paid to the employee; and
- (j) the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

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

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

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

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

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

- (a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;
- (b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (c) a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;
- (d) whenever an employee agrees, or is required in terms of the Native (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder—

	Per Week.	Per Month.
	s. d.	£ s. d.
(i) Board.....	4 0	0 17 4
(ii) Lodging.....	2 0	0 8 8
(iii) Board and lodging.....	6 0	1 6 0

(e) wanneer die gewone werkure soos in klousule 5 voorgeskryf, verminder word weens korttyd, 'n aftrekking ten bedrae van die werknemer (uitgesonderd 'n los werknemer) se uurloon ten opsigte van elke uur van sodanige vermindering: Met dien verstande—

- (i) dat sodanige aftrekking nie meer moet wees as een derde van die werknemer se weekloon nie, afgesien van die getal ure waarmee die gewone werkure aldus verminder is;
- (ii) dat geen aftrekking gedoen moet word nie in die geval van korttyd wat veroorsaak word deur 'n slapte in die bedryf of tekort aan grondstowwe, tensy die werkgewer sy werknemer op die vorige dag in kennis gestel het van sy voorneme om die gewone werkure te verminder;
- (iii) dat geen aftrekking gedoen moet word nie in die geval van korttyd as gevolg van 'n algemene onklaarraking van installasie of masjinerie of geboue wat onbruikbaar is of dreig om dit te word, ten opsigte van die eerste uur waarin daar nie gewerk word nie, tensy die werkgewer sy werknemer op die vorige dag in kennis gestel het dat geen werk beskikbaar sal wees nie;
- (f) 'n aftrekking van 'n bedrag wat gelyk is aan sy dagloon ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag waarop die werknemer op sy eie versoek toegelaat word om nie te werk nie;
- (g) met die skriftelike toestemming van 'n werknemer, 'n aftrekking van enige bedrag wat 'n werkgewer aan enige munisipale raad of ander plaaslike bestuur betaal het ten opsigte van die huur van enige huis of akkommodasie in enige hostel wat bewoon word deur sodanige werknemer in enige lokasie of Naturelledorp onder die beheer van sodanige raad of ander plaaslike bestuur.

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

(1) *Gewone werkure.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer, uitgesonderd 'n los werknemer, meer gewone werkure werk nie as—

- (a) in die geval van 'n bedryfsinrigting wat 'n sesdagweek nakom—
 - (i) ses-en-veertig in enige week vanaf Maandag tot en met Saterdag; en
 - (ii) behoudens die bepaling van subparagraaf (i) hiervan, agt op enige dag tensy die ure op een dag nie meer as vyf is nie, wanneer die ure op enigiën van die ander dae tot agt en 'n half verleng kan word;
- (b) in die geval van 'n bedryfsinrigting wat 'n vyfdagweek nakom—
 - (i) ses-en-veertig in enige week vanaf Maandag tot en met Vrydag; en
 - (ii) behoudens die bepaling van subparagraaf (i) hiervan, nege en 'n kwart op enige dag.

(2) 'n Werkgewer mag nie vereis of toelaat dat 'n los werknemer meer gewone werkure as agt en 'n half op enige dag werk nie.

(3) *Etenspouse.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer meer as vyf uur ononderbroke werk sonder 'n etenspouse van minstens een uur nie, waarin 'n werknemer nie verplig of toegelaat mag word om enige werk te doen nie, en sodanige pouse word geen deel van die gewone werkure of oortyd te vorm nie: Met dien verstande—

- (i) dat werktydperke wat onderbreek word deur pouse van korter as 'n uur as aaneenlopend beskou word;
- (ii) dat indien sodanige pouse langer as 'n uur duur, enige tydperk langer as een en 'n kwart uur as tyd gewerk geag word;
- (iii) dat daar by die toepassing van hierdie klousule geag word dat 'n motorvoertuigbestuurder wat gedurende sodanige tydperk geen werk verrig nie, behalwe om verantwoordelik te wees of te bly vir die voertuig, nie gedurende sodanige pouse gewerk het nie;
- (iv) dat 'n werkgewer met sy werknemer kan ooreenkom om die tydperk van sodanige etenspouse na minstens 'n halfuur te verkort en in so 'n geval en nadat die werkgewer 'n verklaring van sodanige ooreenkoms voor die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied gelê het, kan die etenspouse aldus verkort word;
- (v) dat in die geval van 'n meulenaar of 'n magasynman wat in diens is in 'n bedryfsinrigting waar daar drie skofte per dag gewerk word, die bepaling van hierdie subklousule nie van toepassing is nie as en vir solank aan sodanige werknemer 'n etenspouse toegestaan word van minstens twintig minute, so na as moontlik aan die middel van elke skof wat hy werk, en dit word geag dat sodanige pouse deel van sy gewone werkure of oortyd is, na gelang van die geval;

(e) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction to the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided—

- (i) that such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
- (ii) that no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
- (iii) that no deduction shall be made in the case of short-time owing to a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;
- (f) a deduction of an amount equal to his daily wage in respect of any public holiday other than New Year's Day, Good Friday, Ascension Day, the Day of the Covenant of Christmas Day, on which the employee at his own request is permitted not to work;
- (g) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Native village under the control of such council or other local authority.

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

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

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

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

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

- (i) that periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- (ii) that, if such interval be longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked;
- (iii) that a driver of a motor vehicle who, during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this sub-clause not to have worked during such interval;
- (iv) that an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour, and in that event and after the employer has lodged a statement of such agreement with the Divisional Inspector, Department of Labour, for his area, the meal interval may be so reduced;
- (v) that in the case of a miller or a storeman, who is employed in an establishment in which three shifts a day are worked, the provisions of this sub-clause shall not apply if and for so long as such an employee is granted a meal interval of not less than twenty minutes as near as practicable in the middle of each shift worked by him, which interval shall be deemed to be part of his ordinary hours of work or overtime, as the case may be;

(vi) dat in die geval van 'n werknemer [uitgesonderd 'n werknemer genoem in voorbehoudsbepaling (v) hiervan] wat in diens is in 'n bedryfsinrigting waarin drie skofte per dag gewerk word, die bepalinge van hierdie subklousule nie van toepassing is nie indien en solank aan sodanige werknemer 'n etenspouse toegestaan word van minstens twintig minute so na as moontlik aan die middel van elke skof deur hom gewerk, en dié pouse moet as deel van sy gewone werkure of oortyd geag word, na gelang van die geval, en gedurende hierdie pouse mag hy nie verplig of toegelaat word om te werk nie.

(4) *Nagskofwerk.*—(a) 'n Werkgewer mag nie vereis of toelaat dat sy werknemer meer as drie agtereenvolgende weke nagskof werk nie.

(b) Van 'n werknemer wat 'n tydperk van langer as een week agtereenvolgend op nagskof gewerk het, kan nie na voltooiing daarvan vereis word en hy kan nie toegelaat word om weer nagskof te werk nie totdat hy vir 'n tydperk van minstens solank as die tydperk wat hy op genoemde nagskof gewerk het, op 'n ander skof as voornoemde nagskof gewerk het.

(5) *Werkure moet aaneenlopend wees.*—Behoudens soos bepaal in subklousule (3), moet alle werkure van 'n werknemer op enige dag aaneenlopend wees.

(6) *Oortyd.*—Alle tyd wat 'n werknemer langer as die getal gewone werkure soos in subklousules (1) en (2) voorgeskryf, gewerk het, moet as oortyd beskou word.

(7) *Beperking van oortyd.*—(a) 'n Werkgewer kan nie van sy werknemer, uitgesonderd 'n los werknemer, vereis of hom toelaat om in enige week meer as tien uur oortyd te werk nie; Met dien verstande dat in die geval van 'n motorvoertuigbestuurder wat goedere aflewer en 'n arbeider wat dié bestuurder vergesel, 'n werkgewer sodanige werknemer kan verplig of toelaat om hoogstens vyftien uur oortyd in enige week te werk, maar so dat hoogstens veertig uur oortyd in enige tydperk van vier opeenvolgende weke gewerk word.

(b) 'n Werkgewer kan nie van sy los werknemer vereis of hom toelaat om op enige dag meer as twee uur oortyd te werk nie.

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

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

(b) op meer as vyf dae in enige week na 1 nm. te werk nie;

(c) op enige dag meer as twee uur oortyd te werk nie, uitgesonderd dat 'n werknemer wat 'n vyfdagweek werk tot vier uur oortyd op 'n Saterdag kan werk;

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

(e) op meer as sestig dae in enige jaar oortyd te werk nie;

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

(i) sodanige werknemer voor twaalfuur middag, daarvan in kennis gestel het; of

(ii) aan sodanige werknemer 'n voldoende ete verskaf en genoeg tyd aan haar toegestaan het om dit te nuttig voordat sy met oortyd moet begin; of

(iii) aan sodanige werknemer minstens twee sjielings en ses pennies betyds betaal het om 'n ete te bekom en dit te nuttig voordat met sodanige oortyd begin word.

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

(a) in die geval van 'n los werknemer, een en 'n derde maal sy dagloon gedeel deur agt en 'n half ten opsigte van elke uur of gedeelte van 'n uur aldus op enige dag gewerk;

(b) in die geval van enige ander werknemer, een en 'n derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur altesaam op enige dag in enige week gewerk;

Met dien verstande dat by die toepassing van hierdie subklousule beteken die uitdrukking „loon” 'n werknemer se loon plus sy lewenskostetoelae.

(10) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule is nie van toepassing op 'n voorman, senior besturende, professionele of administratiewe werknemer, 'n onderbestuurder, 'n handelsreisiger, handelsreisiger se hulp of 'n wag nie.

(b) Die bepalinge van subklousules (3), (5) en (7) is nie van toepassing op 'n werknemer wat noodwerk verrig nie.

(c) Die bepalinge van subklousules (3) en (5) is nie van toepassing op 'n chauffeur nie.

6. JAARLIKSE VERLOF.

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

(a) In die geval van 'n meulenaar, magasynman, handelsreisiger, handelsreisiger se hulp of 'n wag, een-en-twintig opeenvolgende kalenderdae verlof;

(b) in die geval van alle ander werknemers, veertien opeenvolgende kalenderdae verlof;

en moet sodanige werknemer ten opsigte van sodanige verlof soos volg betaal:—

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

(vi) that, in the case of an employee [other than an employee mentioned in proviso (v) hereof] in an establishment in which three shifts a day are worked, the provisions of this sub-clause shall not apply if and for so long as such an employee is granted a meal interval of not less than twenty minutes as nearly as practicable in the middle of each shift worked by him, which interval shall be deemed to be part of his ordinary hours of work or overtime, as the case may be, and during which interval he shall not be required or permitted to work.

(4) *Night Shift Work.*—(a) An employer shall not require or permit his employee to work on night shift for more than three weeks consecutively.

(b) An employee who has worked a consecutive period of longer than one week on night shift shall not, after completion thereof, be required or permitted to work on night shift again until he has worked on a shift other than a night shift for a period not less than the period during which he was employed on night shift as aforesaid.

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

(6) *Overtime.*—All time worked in excess of the number of ordinary hours of work prescribed in sub-clauses (1) and (2) shall be deemed to be overtime.

(7) *Limitation of Overtime.*—(a) An employer shall not require or permit his employee, other than a casual employee, to work overtime for more than ten hours in any week; Provided that, in the case of a driver of a motor vehicle engaged in delivering goods and a labourer accompanying such driver, an employer may require or permit such an employee to work overtime for not more than fifteen hours in any week but so that not more than forty hours overtime is worked in any period of four consecutive weeks.

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

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

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

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

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

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

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

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

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

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

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

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

(a) in the case of a casual employee, one and one-third times his daily wage divided by eight and one-half in respect of each hour or part of an hour so worked on any day;

(b) in the case of any other employee, one and one-third times his hourly wage in respect of each hour or part of an hour in the aggregate of the overtime worked on any day in any week;

Provided that for the purpose of this sub-clause the expression “wage” means an employee's wage plus his cost of living allowance.

(10) *Savings.*—(a) The provisions of this clause shall not apply to a foreman, a senior managerial, professional or administrative employee, a sub-manager, a traveller, a traveller's assistant or a watchman.

(b) The provisions of sub-clauses (3), (5) and (7) shall not apply to an employee while he is engaged on emergency work.

(c) The provisions of sub-clauses (3) and (5) shall not apply to a chauffeur.

6. ANNUAL LEAVE.

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

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

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

and shall pay such employee in respect of such leave—

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

- (ii) in die geval van 'n werknemer in paragraaf (b) genoem, 'n bedrag van minstens dubbel die weekloon waarop hy geregtig is vanaf die eerste dag van die verlof:

Met dien verstande dat by die toepassing van hierdie klousule, die weekloon van 'n handelsreisiger wat kommissiewerk verrig, bereken moet word deur die besoldiging wat aan hom betaalbaar is uit hoofde van sy ooreenkoms ingevolge klousule 9 (7) ten opsigte van die drie maande wat die oplooptdatum van sy verlof onmiddellik voorafgaan, deur dertien te verdeel, of as hy minder as drie maande sulke werk verrig het, deur die totale besoldiging aldus aan hom betaalbaar gedurende sy tydperk van sodanige diens, te verdeel deur die getal voltooide weke in sodanige tydperk: Met dien verstande voorts dat by die toepassing van hierdie klousule die weekloon van enige werknemer wat stukwerk verrig, bereken moet word op die grondslag uiteengesit in artikel twintig (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

- (i) dat as sodanige verlof nie eerder toegestaan is nie dit, behoudens soos bepaal in subklousule (3), toegestaan moet word om binne twee maande te begin na voltooiing van die twaalf maande diens waarop dit betrekking het, of, as die werkgever en sy werknemer daarvoor ooreengekom het, kan die tydperk waarin die verlof toegestaan moet word, verleng word tot 'n tydperk van hoogstens ses maande gereken vanaf die voltooiing van die twaalf maande diens waarop die verlof betrekking het;
- (ii) dat die tydperk van verlof nie met siekteverlof ingevolge klousule 7 of, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem, met enige tydperk waarin die werknemer militêre opleiding moet meemaak, mag saamval nie;
- (iii) dat as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, ter vervanging van elke sodanige dag nog 'n dag aan die genoemde tydperk toegevoeg moet word as 'n verdere tydperk van verlof en die werknemer moet 'n bedrag van minstens sy dagloon ten opsigte van elke sodanige dag bygevoeg, betaal word;
- (iv) dat 'n werkgever enige dae geleentheidsverlof met volle betaling wat op skriftelike versoek van sy werknemer gedurende die twaalf maande diens waarop die tydperk van jaarlikse verlof betrekking het, aan sy werknemer toegestaan is, van sodanige verloftydperk kan aftrek.

(3) (a) Op die skriftelike versoek van 'n werknemer genoem in klousule 3 (1) (a) (iii), kan 'n werkgever toelaat dat die verlof oploep oor 'n tydperk van hoogstens vier-en-twintig maande diens: Met dien verstande—

- (i) dat sodanige versoek nie later nie as twee maande na die vervaldatum van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, deur die werknemer gerig word; en
- (ii) dat die datum waarop sodanige versoek ontvang word deur die werkgever op die versoek aangeteken en onderteken moet word wat sodanige versoek vir 'n tydperk van minstens drie jaar vanaf sodanige datum of die vervaldatum van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, moet bewaar, na gelang van die jongste van dié twee datums.

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

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

(5) 'n Werknemer wie se dienskontrak gedurende enige tydperk van twaalf maande diens by dieselfde werkgever beëindig word voordat die verloftydperk in subklousule (1) voorgeskryf ten opsigte van dié tydperk opgeloopt het, moet by sodanige beëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige diens tydperk, minstens die volgende betaal word:—

- (a) In die geval van 'n werknemer genoem in paragraaf (a) van subklousule (1), een vierde van die weekloon; en
- (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 eweredige aftrekking mag maak ten opsigte van enige verloftydperk aan 'n werknemer toegestaan ingevolge die vierde voorbehoudsbepaling van subklousule (2); en met dien verstande voorts dat 'n werknemer—

- (i) wat sy diens verlaat sonder om dié kennis te gee en dié diensopseggingstyd uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgever van sodanige opseggingstyd afgesien het; of
- (ii) wat sy diens verlaat sonder rede wat by wet as voldoende beskou word; of
- (iii) wat deur sy werkgever sonder kennisgewing ontslaan word om enige rede wat by wet as voldoende vir sodanige ontslag sonder kennisgewing erken word,

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

- (ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage to which he is entitled as from the first day of the leave:

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

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

- (i) that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within two months after the completion of the twelve months of employment to which it relates or, if the employer and employee agree 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) that the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees, in writing, with any period of military training;
- (iii) that if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;
- (iv) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates.

(3) (a) At the written request of an employee referred to in clause 3 (1) (a) (iii), an employer may permit the leave to accumulate over a period of not more than twenty-four months of employment: Provided—

- (i) that such request is made by such employee not later than two months after the expiry of the first period of twelve months of employment to which the leave relates; and
- (ii) that the date of the receipt of such request is endorsed on the request over his signature by the employer, who shall retain such request for a period of not less than three years from such date or the date of the expiry of the first period of twelve months of employment to which the leave relates, whichever is the later.

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

(4) The remuneration in respect of the leave prescribed in sub-clause (1), read with sub-clause (3), shall be paid not later than the last work day before the date of commencement of the leave.

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

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

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

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

shall not be entitled to any payment by virtue of this sub-clause.

(6) 'n Werknemer wat op 'n tydperk van verlof voorgeskryf in subklousule (1), gelees met subklousule (3), geregtig geword het 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 aan hom toegestaan was op die datum van beëindiging.

(7) By die toepassing van hierdie klousule word dit geag dat die uitdrukking „diens” enige tydperk insluit ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 12 betaal in plaas van kennis van diensbeëindiging te gee en ook enige tydperk of tydperke waartydens 'n werknemer afwesig is—

- (a) met verlof kragtens hierdie klousule;
- (b) met siekteverlof kragtens klousule 7;
- (c) op las of op versoek van sy werkgewer;
- (d) vir militêre opleiding;

wat altesaam in enige jaar hoogstens tien weke beloop ten opsigte van items (a), (b) en (c) plus enige tydperk van militêre opleiding wat in daardie jaar ondergaan is, en diens word geag te begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vasstelling tot 'n tydperk van jaarlikse verlof ingevolge enige wet geregtig geword het; op die datum waarop so 'n werknemer die vorige maal geregtig geword het tot verlof ingevolge so 'n wet;
- (ii) in die geval van 'n werknemer wat voor die datum van inwerkingtreding van hierdie Vasstelling in diens was en vir wie enige wet gegeld het wat vir jaarlikse verlof voorsiening maak maar wat nog nie tot 'n tydperk van verlof ingevolge daarvan geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (iii) in die geval van enige ander werknemer, op die datum waarop so 'n werknemer by sy werkgewer in diens getree het of op die datum van die inwerkingtreding van hierdie Vasstelling, en wel op die jongste van die twee datums.

(8) (a) Ondanks andersluidende bepalings in hierdie klousule mag 'n werkgewer vir die doel van jaarlikse verlof te eniger tyd maar hoogstens een keer gedurende enige tydperk van twaalf maande sy bedryfsinrigting sluit vir veertien opeenvolgende kalenderdae plus enige bykomende dae wat bygevoeg moet word kragtens die derde voorbehoudsbepaling van subklousule (2).

(b) 'n Werknemer wat ten tyde van die sluitingsdatum van 'n bedryfsinrigting ingevolge paragraaf (a) nie geregtig is op die volle tydperk van jaarlikse verlof in subklousule (1) (b) voorgeskryf nie, moet ten opsigte van enige verlof aan hom verskuldig deur sy werkgewer betaal word op die grondslag in subklousule (5) uiteengesit, en daarna moet daar vir die doel van jaarlikse verlof beskou word dat sy diens begin op die datum van sodanige sluiting van die bedryfsinrigting.

(9) By die toepassing van hierdie klousule beteken die uitdrukking „loon” 'n werknemer se loon plus lewenskostetoelae.

7. SIEKTEVERLOF.

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

- (a) In die geval van 'n werknemer wat 'n vyfdagweek werk, altesaam minstens twintig werkdade siekteverlof; en
- (b) in die geval van enige werknemer, altesaam minstens vier-en-twintig werkdade siekteverlof;

gedurende elke kringloop van vier-en-twintig opeenvolgende maande diens by hom en hy moet sodanige werknemer ten opsigte van enige afwesigheids tydperk ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk sou gewerk het. Met dien verstande—

- (i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer nie geregtig is op siekteverlof met volle betaling teen 'n skaal van, in die geval van 'n werknemer wat 'n vyfdagweek werk, meer as een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens nie en in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;
- (ii) dat hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes maak van ten minste net soveel as dié deur die werknemer gedoen aan enige fonds of organisasie deur die werknemer benoem, nl. 'n fonds of organisasie wat aan die werknemer in die geval van sy ongeskiktheid onder die omstandighede in hierdie klousule uiteengesit, betaling waarborg van altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdade, na gelang van die geval, in elke kringloop van vier-en-twintig maande diens, behalwe dat gedurende die eerste vier-en-twintig maande wat bydraes deur die werknemer betaal word, die gewaarborgde tarief nie die koers van aanwas, soos uiteengesit in die eerste voorbehoudsbepaling van hierdie subklousule hoef te oorskry nie;
- (iii) dat waar 'n werkgewer ingevolge enige wet verplig is om geld vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal, en sodanige geld wel betaal, die bedrag aldus betaal van die verskuldigde bedrag ten opsigte van afwesigheid weens ongeskiktheid kragtens hierdie klousule afgetrek mag word;

(6) An employee who has become entitled to a period of leave prescribed in sub-clause (1), read with sub-clause (3), 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 purpose of this clause the expression “employment” shall be deemed to include any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice and also any period or periods during which an employee is absent—

- (a) on leave in terms of this clause;
- (b) on sick leave in terms of clause 7;
- (c) on the instructions or at the request of his employer;
- (d) undergoing any military training,

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c), plus any period of military training 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 a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this Determination and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of twelve months, close his establishment for fourteen consecutive calendar days plus any additional days that may have to be added by virtue of the third proviso to sub-clause (2).

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

(9) For the purpose of this clause the expression “wage” means an employee's wage plus his cost of living allowance.

7. SICK LEAVE.

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

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

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

- (i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work day in respect of each completed month of employment;
- (ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for twenty or twenty-four work days, as the case may be, in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;
- (iii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;

- (iv) dat indien 'n werkgewer ten opsigte van enige tydperk van ongeskiktheid wat deur hierdie klousule gedek word, by enige ander wet verplig word om 'n werknemer se volle loon te betaal, die bepalings van hierdie klousule nie van toepassing is nie;
- (v) dat die loon wat aan 'n handelsreisiger wat kommissiewerk doen of aan 'n werknemer wat stukwerk verrig vir enige afwesigheids tydperk weens siekteverlof kragtens hierdie klousule, betaal moet word, bereken moet word op die basis van die besoldiging wat aan sodanige werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

(2) Voordat 'n werkgewer 'n bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk gedurende 'n tydperk wat strek oor meer as drie opeenvolgende kalenderdae kan hy vereis dat die werknemer 'n sertifikaat voorleë wat deur 'n geneesheer geteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig.

(3) Wanneer 'n werknemer gedurende die eerste kringloop van vier-en-twintig maande diens by dieselfde werkgewer afwesig is weens ongeskiktheid vir 'n tydperk langer as enige siekteverlof wat ten tyde van sodanige ongeskiktheid opgeloopt het, is hy geregtig op betaling slegs ten opsigte van sodanige opgeloopte siekteverlof; maar sy werkgewer moet, as hy dit nie alreeds gedoen het nie, by die verstryking van genoemde dienskringloop of by diensbeëindiging voor sodanige verstryking, hom betaal ten opsigte van sodanige bykomende tydperk van afwesigheid weens ongeskiktheid in dié mate waarop siekteverlof by sodanige verstryking of beëindiging opgeloopt het en nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking „diens” geag enige tydperk of tydperke te omvat waartydens 'n werknemer afwesig is—

- (i) met verlof kragtens klousule 6;
- (ii) op die bevel of op versoek van sy werknemer;
- (iii) met siekteverlof kragtens subklousule (1);
- (iv) vir militêre opleiding;

wat in enige jaar altesaam hoogstens tien weke beloop ten opsigte van items (i), (ii) en (iii) plus enige tydperk van militêre opleiding wat in daardie jaar meegemaak is, en enige dienstrydperk wat 'n werknemer by dieselfde werkgewer gehad het onmiddellik voor die datum waarop hierdie Vasstelling in werking tree, moet by die toepassing van hierdie klousule beskou word as diens kragtens hierdie Vasstelling, en dit word beskou dat enige siekteverlof met volle besoldiging wat gedurende sodanige tydperk aan sodanige werknemer toegestaan is, kragtens hierdie Vasstelling toegestaan is;

(b) beteken „ongeskiktheid” onvermoë om te werk weens enige siekte of besering, behalwe as dit deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat enige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor vergoeding betaalbaar is kragtens die Ongevallewet, 1941, beskou moet word as 'n ongeskiktheid slegs ten opsigte van enige tydperk van onvermoë om te werk waarvoor geen ongeskiktheidsbetaling kragtens genoemde Wet betaalbaar is nie;

(c) beteken „loon” 'n werknemer se loon plus sy lewenskoste-toelae.

8. OPENBARE VAKANSIEDAE EN SONDAE.

(1) Behoudens die bepalings van klousule 4 (6) moet 'n werkgewer sy werknemer wat op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag nie werk nie, minstens sy weekloon betaal vir die week waarin sodanige dag val.

(2) Wanneer 'n werknemer ook al op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk, moet sy werkgewer hom behoudens soos bepaal in klousule 4 (6), vir die week waarin sodanige dag val minstens sy weekloon betaal, plus sy uurloon vir elke uur of gedeelte van 'n uur deur die werknemer op sodanige dag gewerk: Met dien verstande dat, as sodanige werknemer verplig of toegelaat word om vir minder as vier uur op sodanige dag te werk, daar beskou moet word dat hy vier uur lank gewerk het.

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

(a) die werknemer soos volg betaal—

- (i) as hy aldus werk vir 'n tydperk van hoogstens vier uur, minstens sy dagloon; of
- (ii) as hy aldus werk vir 'n tydperk van langer as vier uur, minstens dubbel sy uurloon vir elke uur of gedeelte van 'n uur ten opsigte van die totale tydperk deur hom gewerk op sodanige Sondag of minstens dubbel sy dagloon, watter ook al die meeste is; of

(b) een en een derde maal sy uurloon vir elke uur of gedeelte van 'n uur deur hom op sodanige Sondag gewerk, en hom binne veertien dae vanaf sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat as sodanige werknemer verplig of toegelaat word om vir minder as vier uur op sodanige Sondag te werk, daar beskou moet word dat hy vier uur lank gewerk het.

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

(v) that the wage payable to a traveller who is employed on commission work or to an employee who is employed on piece-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 employee on his last pay day immediately preceding such absence.

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

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

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

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

- (i) on leave in terms of clause 6;
- (ii) on the instructions or at the request of his employer;
- (iii) on sick leave in terms of sub-clause (1);
- (iv) undergoing military training;

amounting in the aggregate in any year to not more than ten weeks in respect of items (i), (ii) and (iii), plus any period of military training 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 purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

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

(c) “wage” means an employee's wage plus his cost of living allowance.

8. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

(3) Whenever an employee works on a Sunday, his employer shall either—

(a) pay to the employee—

- (i) if he so works for a period not exceeding four hours, not less than his daily wage; or
- (ii) if he so works for a period exceeding four hours, not less than double his hourly wage for each hour or part of an hour in respect of the total period worked by him on such Sunday or not less than double his daily wage, whichever is the greater; or

(b) pay him one and one-third times his hourly wage for each hour or part of an hour worked by him on such Sunday, and grant him within fourteen days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday, he shall be deemed to have worked for four hours.

(4) By die toepassing van hierdie klousule beteken die uitdrukking „loon” ’n werknemer se loon plus sy lewenskoste-toelae.

(5) Hierdie klousule is nie op ’n los werknemer, handelsreisiger, handelsreisiger se hulp of ’n wag van toepassing nie.

9. STUKWERK EN KOMMISSIEWERK.

(1) ’n Werkgewer mag, na minstens een week kennisgewing aan sy werknemer, uitgesonderd ’n handelsreisiger, enige stukwerkstelsel invoer en, behoudens soos bepaal in klousule 4 (6), moet die werkgewer aan sodanige werknemer wat op dié stukwerkstelsel in diens is, besoldiging betaal teen die tariewe wat kragtens sodanige stelsel van toepassing is: Met dien verstande dat, afgesien van die hoeveelheid van die werk wat gedoen is, dié werkgewer 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 stukwerk verrig word, dié bedrag wat hy verplig sou wees om vir dié week aan sodanige werknemer te betaal as hy besoldig sou word op die basis van tyd wat gewerk is;

(b) In die geval van ’n los werknemer, ten opsigte van elke dag waarop stukwerk verrig word, dié bedrag wat hy verplig sou wees om aan sodanige werknemer vir dié dag te betaal as hy besoldig sou word op die basis van tyd wat gewerk is;

plus vyf persent.

(2) ’n Werkgewer moet op ’n opvallende plek in sy inrigting ’n lys van die tariewe in subklousule (1) genoem, opgeplak hou.

(3) ’n Werkgewer wat van voorneme is om enige stukwerkstelsel wat in werking is of die tariewe wat daarvolgens van toepassing is, af te las of te wysig, moet sy werknemer wat volgens sodanige stelsel werk, minstens een kalendermaand kennis gee van sodanige voorneme: Met dien verstande dat ’n werkgewer en sy werknemer oor ’n langer kennisgewingtydperk kan ooreenkom, en in dié geval moet die werkgewer minstens die ooreengekome, kennis gee.

(4) Ondanks enige andersluidende bepalings in hierdie klousule, hoef ’n werkgewer nie aan ’n los werknemer kennis te gee van sy voorneme om ’n stukwerkstelsel toe te pas of om dit af te las of te wysig nie.

(5) ’n Handelsreisiger wat by ooreenkoms met sy werkgewer kommissiewerk onderneem, moet voor daar met sodanige werk begin word, deur sy werkgewer voorsien word van ’n ware afskrif van die ooreenkoms of ’n verklaring waarop die voorwaardes van die ooreenkoms uiteengesit is en wat die volgende moet insluit:—

(a) Die week- of maandloon betaalbaar aan ’n handelsreisiger waar sodanige loon hoër is as dié in klousule 3 (1) voorgeskryf vir sodanige handelsreisiger en die tarief of tariewe van die kommissie en die voorwaardes waaronder hy daartoe geregtig is;

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

(c) die gebied waarin die handelsreisiger verplig of toegelaat word om te werk;

(d) die tipe, aard, getal, hoeveelheid of die waarde van bestellings (afsonderlik, wekeliks, maandeliks of andersins) wat die werkgewer van tyd tot tyd bereid is om aan te neem; en

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

(6) Die voorwaardes van die ooreenkoms in subklousule (5) genoem, moet finansiële vir die handelsreisiger nie minder gunstig wees as hierdie Vastelling nie: Met dien verstande dat ’n handelsreisiger wat kommissiewerk verrig, besoldig word op die vervalldag wat in die ooreenkoms bepaal word, en in hierdie verband geld die bepalings van klousule 4 (1) nie vir sodanige betaling nie.

(7) Behoudens soos bepaal in klousule 4 (6), moet ’n werkgewer aan sy handelsreisiger wat kommissiewerk verrig, besoldiging betaal teen minstens die skaal waarop hulle ooreengekom het: Met dien verstande dat, afgesien van die getal of waarde van die bestellings deur sy werkgewer aangeneem, dié besoldiging van sodanige handelsreisiger ten opsigte van enige tydperk minstens soveel moet wees as dié wat aan hom verskuldig sou wees vir daardie tydperk ingevolge klousule 3 (1).

(8) ’n Werkgewer of ’n handelsreisiger wat van plan is om ’n ooreenkoms ten opsigte van kommissiewerk in te trek of om te onderhandel oor ’n wysiging daarvan, moet skriftelik kennis gee van sodanige voorneme, en die tydperk van sodanige kennisgewing moet nie korter wees nie as die tydperk wat vereis word om die dienskontrak van sodanige handelsreisiger kragtens klousule 12 te beëindig.

10. GETALVERHOUDING.

(1) ’n Werkgewer mag nie ’n meulenaar se assistent in diens neem nie, tensy hy ’n gekwalifiseerde meulenaar in sy diens het, en vir elke gekwalifiseerde meulenaar in sy diens mag hy hoogstens drie meulenaars se assistente in diens hê.

(2) ’n Werkgewer mag nie ’n ongekwalifiseerde meulenaar in diens neem nie, tensy hy ’n gekwalifiseerde meulenaar in sy diens het.

(4) For the purpose of this clause the expression “wage” means an employee's wage plus his cost of living allowance.

(5) This clause shall not apply to a casual employee, traveller, traveller's assistant or a watchman.

9. PIECE-WORK AND COMMISSION WORK.

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

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

(b) in the case of a casual employee, in respect of each day on which piece-work is performed the amount which he would have been required to pay such employee for that day had he been remunerated on the basis of time worked; plus five per cent.

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

(3) An employer who intends to cancel or amend any piece-work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than one 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.

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

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

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

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

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

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

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

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

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

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

10. RATIO.

(1) An employer shall not employ a miller's assistant unless he has in his employ a qualified miller and for each qualified miller in his employ he shall not employ more than three miller's assistants.

(2) An employer shall not employ an unqualified miller unless he has in his employ a qualified miller.

(3) By die toepassing van hierdie klousule—

- (a) word dit beskou dat 'n werkgewer of bestuurder wat uitsluitlik of hoofsaaklik werk van 'n besondere klas werknemer verrig, 'n gekwalifiseerde werknemer in sodanige klas is;
- (b) word dit beskou dat 'n ongekwalifiseerde werknemer wat 'n loon ontvang van minstens die loon wat vir 'n gekwalifiseerde werknemer van sy klas en gebied voorgeskryf is, 'n gekwalifiseerde werknemer is.

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet enige uniform, oorpak of beskermende klere wat hy van sy werknemer mag vereis om te dra, of wat hy ingevolge enige wet of regulasie verplig is om aan sy werknemer te verskaf, kosteloos verskaf en in bruikbare en skoon toestand hou en sulke uniforms, oorpakke en beskermende klere bly die werkgewer se eiendom.

12. BEÏNDIGING VAN DIENSKONTRAK.

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

- (a) minstens vier-en-twintig uur kennis gee gedurende die eerste vier weke diens;
- (b) na die eerste vier weke diens, minstens een week kennis gee; van sy voorneme om die kontrak te beëindig, of 'n werkgewer of werknemer kan die kontrak sonder kennisgewing beëindig deur die werknemer in plaas van sodanige kennisgewing minstens die volgende te betaal, of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur aan die werkgewer in plaas van sodanige kennisgewing minstens die volgende te betaal of te verbeur al na gelang van die omstandighede—

- (i) in die geval van vier-en-twintig uur kennisgewing, die dagloon wat die werknemer ten tye van sodanige beëindiging ontvang;
- (ii) in die geval van 'n week kennisgewing, die weekloon wat die werknemer ten tye van sodanige beëindiging ontvang;

Met dien verstande dat hierdeur onaangetas gelaat word—

- (i) die werkgewer of werknemer se reg om die dienskontrak sonder opsegging te beëindig weens enige oorsaak wat by wet as afdoende erken word;
- (ii) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat vir 'n termyn van opsegging van gelyke duur vir beide partye en vir langer as wat in hierdie klousule voorgeskryf is;
- (iii) die toepassing van enige verbeurings of boetes wat by wet toegepas kan word ingeval 'n werknemer dros;

Voorts met dien verstande dat as die loon van 'n werknemer ten tyde van diensbeëindiging verminder is deur aftrekkings ten opsigte van korttyd, die uitdrukking „wat hy ten tyde van sodanige beëindiging ontvang” beskou moet word dat dit „ten tyde van sodanige beëindiging sou ontvang het as geen aftrekkings ten opsigte van korttyd gedoen was nie” beteken.

(2) As 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) gesluit is, moet die betaling of verbeuring in plaas van opsegging in verhouding wees tot die termyn van opsegging waarop ooreengekom is.

(3) Die kennisgewing in subklousule (1) voorgeskryf, moet voor of op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer gegee word en word van krag vanaf die dag na sodanige betaaldag: Met dien verstande—

- (i) dat die kennisgewingtydperk nie mag saamval met en kennis nie gegee mag word gedurende 'n werknemer se afwesigheid met verlof toegestaan kragtens klousule 6, of enige tydperk van militêre opleiding nie;
- (ii) dat kennis nie gegee mag word gedurende 'n werknemer se afwesigheid weens siekteverlof toegestaan kragtens klousule 7 nie; en
- (iii) dat waar dit verpligtend is om slegs vier-en-twintig uur kennis te gee, sodanige kennisgewing op enige werkdag gegee mag word.

(4) By die toepassing van hierdie klousule beteken die uitdrukking „loon” 'n werknemer se loon plus sy lewenskostetoelae.

13. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak, uitgesonderd deur die dros van 'n werknemer, sy werknemer, uitgesonderd 'n los werknemer, van 'n dienssertifikaat voorsien wat wesenlik in die vorm is wat in die Bylae van hierdie Vasstelling voorgeskryf is en die volle name van die werkgewer en sy werknemer die betrekking van die werknemer, die datum waarop werk begin is en die datum waarop die kontrak beëindig is en die werknemer se weekloon ten tyde van sodanige beëindiging, aantoon.

14. VERBOD OP INDIENSNEMING.

'n Werkgewer mag geen persoon onder die ouderdom van vyftien jaar in diens neem nie.

(3) For the purpose of this clause—

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

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

11. 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.

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

- (a) during the first four weeks of employment, not less than twenty-four hours';
- (b) after the first four weeks of employment, not less than one week's,

notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, 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 time of such termination;
- (ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination;

Provided that this shall not affect—

- (i) the right of an employer or 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 for longer than that prescribed in this clause;
- (iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts;

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

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

(3) The notice prescribed in sub-clause (1) shall be given on or before the usual pay day of the establishment for such employee and shall run from the day after such pay day: Provided—

- (i) that the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 6 or any period of military training;
- (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) For the purpose of this clause the expression “wage” means an employee's wage plus his cost of living allowance.

13. CERTIFICATE OF SERVICE.

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

14. PROHIBITION OF EMPLOYMENT.

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

15. LOGBOEK.

(1) 'n Werkgewer moet sy motorvoertuigbestuurder voorsien van 'n logboek wat so na as moontlik in die volgende vorm is:—

DAAGLIKSE LOG.

Naam van werkgewer _____
 Naam van bestuurder _____
 Datum _____
 Tyd waarop werk begin het _____ vm./nm. _____ vm./nm.
 Tyd waarop werk gestaak is _____ vm./nm. _____ vm./nm.
 Getal ure gewerk _____
 Etenure vanaf _____ vm./nm. tot _____ vm./nm.
 Besonderhede van enige ongeluk of vertraging _____

Handtekening van Motorvoertuigbestuurder.

Datum _____ 19 _____

(2) Elke motorvoertuigbestuurder moet in die logboek in subklousule (1) genoem, daaglikse log ten opsigte van elke dag se werk in duplo hou en moet binne vier-en-twintig uur na die voltooiing van die dag se werk waarop dit betrekking het, 'n afskrif daarvan aan sy werkgewer besorg.

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

BYLAE.

Ek/Ons (a) _____
 wat die Nywerheid vir die Vervaardiging van Hawermeel beoefen te

sertifiseer hierby dat
 by my/ons (a) in diens was vanaf die _____ dag
 van _____ 19 _____ tot die _____
 dag van _____ 19 _____, in die betrekking van (b)
 By diensbeëindiging was sy/haar _____ pond
 (a) loon (uitgesonderd lewenskostoelae) _____ pennies
 sjielings _____
 per week.

Handtekening van werkgewer of
gemagtigde verteenwoordiger.

Datum _____

(a) Skrap wat nie van toepassing is nie.
 (b) Meld die betrekking waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, arbeider, meulenaar se assistent, werknemer graad I.

No. 1463.] [23 September 1960.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941, SOOS GEWYSIG.

NYWERHEID VIR DIE VERVAARDIGING VAN
HAWERMEEL, DIE KAAP EN KLERKSDORP.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Vasstelling vir die Nywerheid vir die Vervaardiging vir Hawermeel, gepubliseer by Goewermentskennisgewing No. 1462 van 23 September 1960, oor die algemeen nie vir die persone wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, minder gunstig as die desbetreffende bepalings van genoemde Wet is nie.

J. DE KLERK,
 Minister van Arbeid.

15. Log Book

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

DAILY LOG.

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

Signature of Driver.

Date _____ 19 _____

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

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

SCHEDULE.

I/We (a) _____
 carrying on trade in the Oatmeal Manufacturing Industry at _____

hereby certify that
 was employed by me/us (a) from the _____ day
 of _____ 19 _____, to the _____ day
 of _____ 19 _____, in the occupation of (b)
 At the termination of employ-
 ment his/her (a) wage (excluding cost of living allowance) was _____
 pounds _____ shillings
 pence per week.

Signature of Employer or Author-
rised Representative.

Date _____

(a) Delete whichever inapplicable.
 (b) State occupation in which employee was wholly or mainly engaged, e.g., clerk, labourer, miller's assistant, grade I employee.

No. 1463.] [23 September 1960.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

OATMEAL MANUFACTURING INDUSTRY, THE
CAPE AND KLERKSDORP.

I, JOHANNES DE KLERK, Minister of Labour, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Determination for the Oatmeal Manufacturing Industry published under Government Notice No. 1462 of the 23rd September, 1960, on the whole to be not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
 Minister of Labour.

Koop Unie-leningsertifikate

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