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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR

No. 757.]

[19 May 1961.]

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 217.

BRUSH AND BROOM MANUFACTURING INDUSTRY, UNION OF SOUTH AFRICA.

By direction of the Deputy-Minister of Labour it is hereby notified in terms of sub-section (2) of section fourteen of the Wage Act, 1957, that he, acting on behalf of and under the powers vested in the Minister of Labour, by sub-section (1) of section fourteen of the said Act, has made the Determination in the Schedule hereto in respect of the Brush and Broom Manufacturing Industry and has fixed the 12th day of June, 1961, 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 to all employees, other than managers, in the Brush and Broom Manufacturing Industry in the Union of South Africa 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—

- (i) "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 either section two (7) or section seven (3) of the said Act; (ii)
- (ii) "assistant foreman" means an employee who, under the general supervision of a foreman, performs any of the duties of a foreman and who may act for him during his absence; (xxxix)
- (iii) "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; (xxii)
- (iv) "Brush and Broom Manufacturing Industry" means the industry in which employers and employees are associated for the purpose of manufacturing any one or more of the following articles in establishments which are registered or liable for registration under the Factories, Machinery and Building Work Act, 1941—

- (a) brushes, brooms or dusters made from feathers, bristles, wire, hair, bass, broomreeds, seagrass, grass, sedge or nylon or any other synthetically manufactured material;
- (b) paint brushes;
- (c) paint rollers made from sheepskin, polythylene or any other material;

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

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

- (vi) "chargehand" means an employee who, under the supervision of a foreman or supervisor, is in charge of a group of labourers; (xxxvi)

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 757.]

[19 Mei 1961.]

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 217.

BORSEL- EN BESEMNYWERHEID, UNIE VAN SUID-AFRIKA.

In opdrag van die Adjunk-minister van Arbeid word hierby ingevolge subartikel (2) van artikel veertien van die Loonwet, 1957, bekendgemaak dat hy, handelende namens en kragtens die bevoegdheid verleen aan die Minister van Arbeid, by subartikel (1) van artikel veertien van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van die Borsel- en Besemnywerheid gemaak het en die 12de dag van Junie 1961 bepaal het as die datum waarop die bepalinge van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN OMVANG VAN DIE VASSTELLING.

Hierdie Vasstelling is van toepassing op alle werknemers, behalwe bestuurders, in die Borsel- en Besemnywerheid in die Unie van Suid-Afrika en op die werkgewers van sodanige werknemer.

2. WOORDOMSKRYWINGS.

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

- (i) „algemene werksman” ’n werknemer wat mindere herstelwerk of verstellers 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 mindere herstelwerk of opknappings aan geboue mag doen; (xxxii)
- (ii) „ambagsman” ’n werknemer wat werk doen wat in die reël deur ’n geskoolde ambagsman verrig word en by die toepassing van hierdie woordomskrifing beteken die uitdrukking „geskoolde ambagsman” iemand wat sy leertyd uitgedien het in ’n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van ’n vaardigheid-sertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, of ’n sertifikaat deur bedoelde Registrateur aan hom uitgereik ingevolge artikel twee (7) of artikel sewe (3) van gemelde Wet; (i)
- (iii) „arbeider” ’n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (1) ’n Ambagsman help deur artikels of gereedskap vas te hou of op ’n ander wyse saam met hom te werk, behalwe deur die selfstandige gebruik van gereedskap;
- (2) by afleweringsvoertuie help, behalwe bestuur en herstelwerk doen;
- (3) kwasstele swartmaak;
- (4) dra, verskuif of opstapel;
- (5) varkhaar, vesel of haar skoonmaak, berei of in bondels opmaak;
- (6) persele, gereedskap, gerei of voertuie skoonmaak;
- (7) haar van sterte afsny;
- (8) vere indooop;
- (9) draad of tou loswerk of heroprol;
- (10) stoffers, besems of borsels oor ’n stomende ketel hou;
- (11) bas kam;
- (12) laai of aflaai;

- (vii) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, storeman, despatch clerk and a telephone 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; (xxiii)
- (viii) "clerk, female, qualified," means a female clerk who has had not less than four years' experience; (xxvi)
- (ix) "clerk, female, unqualified," means a female clerk who has had less than four years' experience; (xxvii)
- (x) "clerk, male, qualified," means a male clerk who has had not less than five years' experience; (xxiv)
- (xi) "clerk, male, unqualified," means a male clerk who has had less than five years' experience; (xxv)
- (xii) "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 payable, it means such higher allowance; (xxix)
- (xiii) "despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, weighing, packing, marking, addressing or despatching of such goods or packages; (xvi)
- (xiv) "driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (vi)
- (xv) "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; (xxxv)
- (xvi) "establishment" means any premises in or in connection with which one or more employees are employed in the Brush and Broom Manufacturing Industry; (iv)
- (xvii) "experience" means in relation to—
- a clerk, the total period or periods of employment which an employee has had as a clerk in any trade or in the service of the State;
 - any other class of employee, the total period or periods of employment which an employee has had in his class in the Brush and Broom Manufacturing Industry: Provided—
- that any employment which a grade I employee, grade II employee or grade III employee has had with the same employer as a grade II employee, grade III employee or grade IV employee shall be deemed to be experience as a grade I employee, grade II employee or grade III employee to the extent that such employee's wage as a grade I employee, grade II employee or grade III employee, as the case may be, shall be not less than the wage which he received as a grade II employee, grade III employee or grade IV employee immediately before he was employed in the higher grade;
 - that no period of employment which a male employee has had as a grade IV employee before he attained the age of eighteen years shall be reckoned as employment for the purpose of experience after he has attained that age; (xi)
- (xviii) "foreman" means an employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (xlvii)
- (xix) "forewoman" means a female employee who, under the supervision of a foreman, is in charge of the female employees in an establishment, and who exercises control over such employees and is responsible for the efficient performance by them of their duties; (xlviii)
- (xx) "grade I employee" means an employee who is engaged in any one or more of the following operations:—
- Mixing or blending bristles by machine;
 - operating a router machine;
 - sawing by circular or bandsaw, other than as provided for in the definition of grade III employee;
 - spindle moulding to jig;
 - spray painting;
 - wood-turning by hand (including sandpapering of the article turned whilst still on the lathe); (x)
- (xxi) "grade I employee, qualified," means a grade I employee who has had not less than two years' experience; (xi)
- (13) vuurmaak of aan die gang hou of as of vullis verwyder;
- (14) bale, dose of pakkette oop- of toemaak;
- (15) artikels van dieselfde grootte en getal in houters verpak wat spesiaal ontwerp is om sodanige artikels te bevat;
- (16) klaargemaakte karton- of veselborddose of soortgelyke houters met die hand opset;
- (17) afvalmateriaal uitskud of bymekaarmaak;
- (18) lym, pik, hars of ander kleefmiddels of verf roer;
- (19) oorskot van masjinaal bygeknippte borsels of kwasse met 'n handskeer afsny;
- (20) vere, varkhaar, vesel of haar was; (xxxiii)
- (iv) „bedryfsinrigting” ’n perseel waarop of in verband waarmee een of meer werknemers in die Borsel- en Besemnywerheid in diens is; (xvi)
- (v) „bestuurder” ’n werknemer wat deur sy werkgever belas is met die algemene—
- toesig oor,
 - verantwoordelikheid vir, en
 - leiding van
- die bedrywighede van ’n bedryfsinrigting en die werknemers wat daarin werk; (xxxvi)
- (vi) „bestuurder van ’n motorvoertuig” ’n werknemer wat ’n motorvoertuig bestuur, en by die toepassing van hierdie woordskrywing omvat die uitdrukking „’n motorvoertuig bestuur” alle tyd wat hy vir bestuur gebruik, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tyd wat hy verplig is om op sy pos gereed te bly om te bestuur; (xiv)
- (vii) „Borsel- en Besemnywerheid” die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om een of meer van die volgende artikels te vervaardig in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of aan registrasie onderworpe is:—
- Borsels, besems of stoffers gemaak van vere, varkhaar, draad, haar, bas, besemgoed, seegras, gras, watergras of nylon of enige ander sintetiesvervaardigde materiaal;
 - verfkwasse;
 - verfrollers gemaak van skaapvel, politileen of enige ander materiaal;
- en dit omvat alle werksaamhede wat met engeen van voormelde bedrywighede in verband staan of daaruit voortspruit; (iv)
- (viii) „deeltydse bestuurder van ’n motorvoertuig” ’n werknemer wat in die reël ander werk doen as om ’n motorvoertuig te bestuur maar wat op meer as twee dae in enige week ’n motorvoertuig altesaam hoogstens drie uur op so ’n dag bestuur, en by die toepassing van hierdie woordskrywing omvat die uitdrukking „’n motorvoertuig bestuur” alle tyd waarin bestuur word en alle tyd wat die bestuurder, terwyl hy in die beheer van die voertuig is, aan werk in verband met die voertuig of die vraag bestee; (xxxix)
- (ix) „eie gewig” die gewig van ’n motorvoertuig of sleepwa soos aangegee in ’n lisensie of sertifikaat ten opsigte van so ’n motorvoertuig of sleepwa uitgereik deur ’n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat in die geval van ’n twee- of driewielige motorfiets, bromponie, bromfiets of trapfiets met hulpmotor die eie gewig geag word hoogstens 1.000 lb. te wees; (xlviii)
- (x) „graad I-werknemer” ’n werknemer wat een of meer van die volgende werksaamhede verrig:—
- Varkhaar met ’n masjien meng of vermeng;
 - ’n uitvreetmasjien bedien;
 - saag met boog- of bandsaag, behalwe soos in die woordskrywing van graad III-werknemer voorgeskryf;
 - hout na setmaat met ’n draaispil draai;
 - spuitverf;
 - hout met die hand draai (met inbegrip van die skuur van die artikel wat gedraai word terwyl dit nog op die draaibank is); (xx)
- (xi) „graad I-werknemer, gekwalifiseer,” ’n graad I-werknemer met minstens twee jaar ondervinding; (xxi)
- (xii) „graad I-werknemer, ongekwalifiseer,” ’n graad I-werknemer met minder as twee jaar ondervinding; (xxii)
- (xiii) „graad II-werknemer” ’n werknemer wat een of meer van die volgende werksaamhede verrig:—
- Boor met die borselkop in die hand;
 - indooop of verf, uitgesonderd spuitverf;
 - met die hand vul (teerbevestiging);
 - vul of boor met ’n masjien;
 - varkhaar, vesel of tappe in beslagringe van verf- of kalkkwasse voeg;
 - Amerikaanse tapytbesems maak (werk en bind);
 - veerstoffers maak;
 - pen-en-ring teerkwasse maak;
 - in-draad-gedraaide borsels maak;
 - haar of vesel met die hand of ’n masjien meng of vermeng;

(xxii) "grade I employee, unqualified," means a grade I employee who has had less than two years' experience; (xii)

(xxiii) "grade II employee" means an employee who is engaged in any one or more of the following operations:—

- (1) Boring by hand (freehand);
- (2) dipping or painting, excluding spray-painting;
- (3) filling by hand (pan hand);
- (4) filling or boring by machine;
- (5) inserting bristles, fibre or plugs into ferrules of paint or whitewash brushes;
- (6) making American carpet brooms (sewing and tying);
- (7) making feather dusters;
- (8) making peg and ring tar brushes;
- (9) making twisted-in-wire brushes;
- (10) mixing or blending hair or fibre by hand or machine;
- (11) moulding articles on an automatic injection moulding machine;
- (12) operating a power-driven wood lathe, planing machine or thicknessing machine;
- (13) operating any power-driven machine, except as provided for in the definition of grade I employee or grade III employee;
- (14) pouring rubber, cement, resin or other adhesive by hand;
- (15) pushing-up bristles into ferrules;
- (16) shaping ferrules by power-driven machine;
- (17) shaping wood by an automatic machine;
- (18) sorting feathers for dusters;
- (19) spot welding ferrules;
- (20) trimming by hand (other than trimming residue from machine trimmed brushes);
- (21) turning reclaimed bristles by machine;
- (22) weighing, laying or setting-up bristles;
- (23) wire drawing;
- (24) wood-turning by power-driven machine; (xiii)

(xxiv) "grade II employee, qualified," means a grade II employee who has had not less than one year's experience; (xiv)

(xxv) "grade II employee, unqualified," means a grade II employee who has had less than one year's experience; (xv)

(xxvi) "grade III employee" means an employee who is engaged in any one or more of the following operations:—

- (1) Adding pigment to moulding powder;
- (2) assembling component parts;
- (3) boring, baking or drying bristle, fibre or hair;
- (4) boring holes for handles or for purposes other than filling;
- (5) cleaning the residue off moulded products by hand;
- (6) combing or hackling fibre or hair by hand or machine;
- (7) cutting hair, fibre or synthetic material by guillotine;
- (8) cutting hoop-iron, tin, nickel-plated tin, copper, brass or steel by guillotine;
- (9) cutting off the residue from moulded products by bandsaw;
- (10) cutting reject material by bandsaw for regrinding;
- (11) cutting straps;
- (12) cutting wire other than for twisted-in-wire brushes;
- (13) examining products for obvious defects before packing;
- (14) finishing, clinching, nailing, pinning, rivetting, tacking, glueing, binding or screwing;
- (15) fitting buffers to brooms or brushes;
- (16) fitting hangers to brooms, brushes or handles;
- (17) mixing or colouring moulding powder by machine;
- (18) nailing straps;
- (19) oiling or greasing machinery or vehicles;
- (20) operating a beading machine;
- (21) operating a beating, cleaning or flitting machine;
- (22) polishing moulded products on buffing wheels;
- (23) pouring rubber, cement, resin or other adhesive by machine;
- (24) regrinding used material in a grinding machine;
- (25) printing, embossing, burning or branding handles or brushes;
- (26) sandpapering by machine;
- (27) screw-threading brooms, brushes or handles;
- (28) shaping ferrules by non-power-driven machine;
- (29) soldering ferrules;
- (30) stapling cartons or fibre containers by power-driven machine;
- (31) tipping or flagging synthetic fibre by machine;
- (32) trimming by machine;
- (33) weighing and recording; (xvi)

(xxvii) "grade III employee, qualified," means a grade III employee who has had not less than six months' experience; (xvii)

(xxviii) "grade III employee, unqualified," means a grade III employee who has had less than six months' experience; (xviii)

(11) artikels in 'n outomatiese injeksie-vormmasjiën vorm;

(12) 'n kragaangedrewe houtdraaibank, skaafmasjiën of dikteskaafmasjiën bedien;

(13) enige kragaangedrewe masjiën bedien, uitgesonderd soos in die woordskrywing van 'n graad I-werknemer of 'n graad II-werknemer voorgeskryf;

(14) rubber, sement, hars of ander kleefmiddel met die hand giet;

(15) varkhaar in beslagringe opstoot;

(16) beslagringe met 'n kragaangedrewe masjiën vorm;

(17) hout met 'n outomatiese masjiën vorm;

(18) vere vir stoffers sorteer;

(19) beslagringe puntsweis;

(20) byknip met die hand (uitgesonderd die afsny van die oorskot van masjinaal bygeknippte borsels);

(21) herwonne varkhaar met 'n masjiën draai;

(22) varkhaar weeg, reglê en opstel;

(23) draad trek;

(24) hout met 'n kragaangedrewe masjiën draai; (xxiii)

(xiv) „graad II-werknemer, gekwalifiseer,” 'n graad II-werknemer met minstens een jaar ondervinding; (xxiv)

(xv) „graad II-werknemer, ongekwalifiseer,” 'n graad II-werknemer met minder as een jaar ondervinding; (xxv)

(xvi) „graad III-werknemer” 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

(1) Kleurstof by vormpoeier voeg;

(2) onderdele monteer;

(3) varkhaar, vesel of haar kook, bak of droogmaak;

(4) gate vir stele of vir ander doeleindes as vulling boor;

(5) gevormde produkte skoonmaak deur die oorskot met die hand te verwyder;

(6) vesel of haar met die hand of met 'n masjiën kam of hekel;

(7) haar, vesel of sintetiese materiaal met 'n valmes sny;

(8) bandyster, tin, vernikkelde tin, koper, geelkoper, of staal met 'n valmes sny;

(9) die oorskot van gevormde produkte met 'n bandsaag afsny;

(10) afvalmateriaal vir hervergruising met 'n bandsaag afsny;

(11) bande sny;

(12) draad sny behalwe vir in-draad-gedraaide borsels;

(13) die produkte of klaarblykbare defekte voor hulle verpakking nasien;

(14) afwerk, klink, spyker, vaspen, vasnael, ryg, lym, bind of vasskroef;

(15) buffers aan besems of borsels heg;

(16) hangstange aan besems, borsels of stele heg;

(17) vormpoeier met 'n masjiën meng of kleur;

(18) bande vasspyker;

(19) masjinerie of voertuie olie of smeer;

(20) 'n kraallysmasjiën bedien;

(21) 'n stamp-, skoonmaak- of losskudmasjiën bedien;

(22) gevormde produkte op poleerwiele poets;

(23) rubber, sement, hars of ander kleefmiddels met 'n masjiën giet;

(24) gebruikte materiaal in 'n vergruisingmasjiën hervergruis;

(25) stele of borsels bedruk, boselleer, brand of brandmerk;

(26) met 'n masjiën skuur;

(27) skroefdrade aan besems, borsels of stele draai;

(28) beslagringe met 'n nie-kragaangedrewe masjiën vorm;

(29) beslagringe soldeer;

(30) karton- of veselbordhouers met 'n kragaangedrewe masjiën vaskram;

(31) sintetiese vesel met 'n masjiën top of rafel;

(32) byknip met 'n masjiën;

(33) weeg en boekstaaf; (xxvi)

(xvii) „graad III-werknemer, gekwalifiseer,” 'n graad III-werknemer met minstens ses maande ondervinding; (xxvii)

(xviii) „graad III-werknemer, ongekwalifiseer,” 'n graad III-werknemer met minder as ses maande ondervinding; (xxviii)

(xix) „graad IV-werknemer” 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

(1) etikette aan produkte heg;

(2) klaar geadresseerde etikette aan pakkette vir versending heg;

(3) installasies of masjinerie skoonmaak;

(4) besemgoed uitkam, uitdors of sorteer;

(5) borsels uitkam;

(6) bande vir veerstoffers uitsny;

(7) draad na gesette maat sny;

(8) boodskappe, briewe of goedere te voet of met 'n nie-kragaangedrewe voertuig aflewer;

(9) borselkoppe of stele op indoopenne druk of stamp of afhaal;

(10) stele in beslagringe van borsels, uitgesonderd pen-en-ring teerkwasse, voeg;

(11) tee of soortgelyke drankte maak of bedien;

(12) bale, dose of pakkette merk of sjabloneer;

(13) die buitelyn van patrone op hout afmerk of hout sentreer voordat dit gedraai of met 'n bandsaag gesaag word;

(xxix) "grade IV employee" means an employee who is engaged in any one or more of the following operations:—

- (1) Affixing labels to products;
- (2) affixing ready addressed labels on packages for despatch;
- (3) cleaning plant or machinery;
- (4) combing, sorting or threshing broomcorn;
- (5) combing brushes;
- (6) cutting caps for feather dusters;
- (7) cutting wire to set gauge;
- (8) delivering messages, letters or goods on foot or by means of a non-power-driven vehicle;
- (9) fixing or knocking stocks on to dipping pins or removing them;
- (10) inserting handles into ferrules of brushes, other than peg and ring brushes;
- (11) making or serving tea or similar beverages;
- (12) marking or stencilling bales, boxes or packages;
- (13) marking the outline of patterns on wood or centring wood preparatory to turning or band-sawing;
- (14) marking out holes by means of whitening bag preparatory to boring;
- (15) mounting brooms or brushes on display cards or stands;
- (16) packing brooms or brushes, other than as provided for in the definition of labourer;
- (17) sandpapering by hand;
- (18) stirring hair in dyeing vats;
- (19) taking off from a non-power-driven guillotine;
- (20) taking off from a sawing machine;
- (21) tying brooms into bundles for despatch;
- (22) weighing to set scale, other than bristles;
- (23) wrapping brushes in cellophane; (xix)

(xxx) "grade IV employee, qualified," means a grade IV employee who has had not less than three months' experience; (xx)

(xxxi) "grade IV employee, unqualified," means a grade IV employee who has had less than three months' experience; (xxi)

(xxxii) "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; (i)

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

- (1) Assisting an artisan by holding articles or tools or otherwise working with him, other than by the independent use of tools;
- (2) assisting on delivery vehicles, other than driving or effecting repairs;
- (3) blackening stocks;
- (4) carrying, moving or stacking;
- (5) cleaning, bundling or preparing bristle, fibre or hair;
- (6) cleaning premises, tools, utensils or vehicles;
- (7) cutting hair from tails;
- (8) dipping feathers;
- (9) disentangling or rewinding wire or string;
- (10) holding dusters, brooms or brushes over a steaming kettle;
- (11) knocking bass;
- (12) loading or unloading;
- (13) making or maintaining fires or removing ashes or refuse;
- (14) opening or closing bales, boxes or packages;
- (15) packing articles of uniform size and number into containers specially designed to contain them;
- (16) setting up by hand ready-made cardboard or fibre board boxes or similar containers;
- (17) shaking or recovering waste;
- (18) stirring glue, pitch, resin or other adhesives or paint;
- (19) trimming residue by hand with shears from machine trimmed brushes;
- (20) washing feathers, bristle, fibre or hair; (iii)

(xxxiv) "law" includes the common law; (I)

(xxxv) "maintenance man" means an employee, other than an artisan, who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment; (xxxviii)

(xxxvi) "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; (v)

(14) gate deur middel van 'n witselsak merk voordat geboor word;

(15) besems of borsels op 'n reklamebord of -staander monteër;

(16) besems of borsels verpak, uitgesonderd soos in die woordskrywing van 'n arbeider voorgeskryf;

(17) met die hand skuur;

(18) haar in verfkuipe roer;

(19) van 'n nie-kragaangedrewe valmes afneem;

(20) van 'n saagmasjien afneem;

(21) besems in bondels vir versending bind;

(22) op 'n gestelde skaal weeg, uitgesonderd varkhaar;

(23) borsels in sellofaan toedraai; (xxix)

(xx) „graad IV-werknemer, gekwalifiseer,” 'n graad IV-werknemer met minstens drie maande ondervinding; (xxx)

(xxi) „graad IV-werknemer, ongekwalifiseer,” 'n graad IV-werknemer met minder as drie maande ondervinding; (xxxix)

(xxii) „ketelbediener” 'n werknemer wat onder algemene toesig die waterpeil en die stoomdruk in 'n stoomketel instandhou en wat die vuur in so 'n stoomketel mag maak of stook of daar uithaal; (iii)

(xxiii) „klerk” 'n werknemer wat skryf-, tik-, liaseer- of enige ander soort klerklike werk verrig en omvat ook 'n kassier, magasynman, versendingsklerk en telefonis, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, ook al vorm klerklike werk 'n deel van so 'n werknemer se werk; (vii)

(xxiv) „klerk, man, gekwalifiseer,” 'n manlike klerk met minstens vyf jaar ondervinding; (x)

(xxv) „klerk, man, ongekwalifiseer,” 'n manlike klerk met minder as vyf jaar ondervinding; (xi)

(xxvi) „klerk, vrou, gekwalifiseer,” 'n vroulike klerk met minstens vier jaar ondervinding; (viii)

(xxvii) „klerk, vrou, ongekwalifiseer,” 'n vroulike klerk met minder as vier jaar ondervinding; (ix)

(xxviii) „korttyd” 'n tydelike vermindering van die getal gewone werkure te wyte aan 'n slapte in die bedryf, 'n tekort aan grondstowwe of die feit dat die masjinerie of installasie uit orde is of dat die geboue onbruikbaar is of dreig om dit te word; (xliii)

(xxix) „lewenskostetoelae” die lewenskostetoelae wat ingevolge enige wet betaalbaar is: Met dien verstande dat, as 'n werkgewer sy werknemer gereeld 'n lewenskostetoelae betaal wat hoër is as dié wat aldus betaalbaar is, dit sodanige hoër toelae beteken; (xii)

(xxx) „loon” die geldbedrag aan 'n werknemer ingevolge klousule 3 (1) betaalbaar vir sy gewone werkure soos voorgeskryf by klousule 5: Met dien verstande dat, as 'n werkgewer sy werknemer vir sy gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit dié hoër bedrag beteken; (xlix)

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

(xxxii) „magasynman” 'n werknemer wat die algemene beheer het oor die voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wie se plig dit is om in 'n magasyn of pakhuis goedere te ontvang, op te berg, te verpak of uit te pak of om uit 'n magasyn of pakhuis goedere, hetsy aan die verbruikende afdelings in 'n bedryfsinrigting, of ter versending, af te gee; (xliv)

(xxxiii) „militêre opleiding” die 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; (xxxvii)

(xxxiv) „motorvoertuig” 'n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere en omvat ook 'n voorhaker; (xxxviii)

(xxxv) „noodwerk” alle werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim gedoen moet word en alle werk in verband met die laai of aflaai van spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens; (xv)

(xxxvi) „onderbaas” 'n werknemer wat onder die toesig van 'n voorman of 'n opsigter in beheer is van 'n groep arbeiders; (vi)

(xxxvii) „onderbestuurder” 'n werknemer wat deur sy werkgewer belas is met—

(a) die toesig oor; en

(b) die verantwoordelikheid vir die leiding van die werksaamhede van 'n departement of afdeling of seksie van 'n bedryfsinrigting en die werknemers wat daarin werk; (xlv)

- (xxxvii) "military training" means continuous training which an employee is required to undergo in terms of section 21 (1), read with sub-sections (1) and (2) of section 22, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section 23 of the said Act nor any other training or service for which he volunteers or which he elects to undergo; (xxxiii)
- (xxxviii) "motor vehicle" means any power-driven vehicle used for conveying goods and includes a mechanical horse; (xxxiv)
- (xxxix) "part-time driver of a motor vehicle" means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver, while in charge of the vehicle, on work connected with the vehicle of the load; (viii)
- (xl) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (xlv)
- (xli) "saw-sharpener" means an employee who is engaged in sharpening, gulleting or topping saws; (xlii)
- (xlii) "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; (xliii)
- (xliii) "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; (xxviii)
- (xliv) "storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch; (xxxii)
- (xlv) "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; (xxxvii)
- (xlvi) "supervisor" means an employee who, under the supervision of a foreman or forewoman, is in charge of and supervises a group of grade II employees, grade III employees or grade IV employees and who may supervise a group of labourers; (xli)
- (xlvii) "trailer" means any conveyance drawn by a motor vehicle; (xliv)
- (xlviii) "unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three-wheeled motor cycle, motor scooter or autocycle or cycle fitted with an auxiliary engine the unladen weight shall be deemed not to exceed 1,000 lb.; (ix)
- (xlix) "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; (xxx)
- (l) "watchman" means an employee who is engaged in guarding premises or other property. (xlix)
- (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.
	R c
Artisan	17 25
Assistant foreman	14 00
Boiler attendant	5 00
Chargehand	5 00
Clerk, male, qualified	13 85

- (xxxviii) "onderhoudsman" 'n werknemer, uitgesonderd 'n ambagsman, wat mindere herstelwerk of verstellings doen aan masjinerie of toerusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word; (xxxv)
- (xxxix) "ondervoorman" 'n werknemer wat onder die algemene toesig van 'n voorman enige van die funksies van 'n voorman uitoefen en in sy afwesigheid namens hom mag handel; (ii)
- (xl) "ondervinding" met betrekking tot—
(a) 'n klerk, die hele termyn of termyne van diens wat 'n werknemer as klerk in enige bedryf of in diens van die Staat deurgemaak het;
(b) alle ander klasse werknemer, die hele termyn of termyne van diens wat 'n werknemer in sy klas in die Borsel- en Besemnywerheid deurgemaak het;
- Met dien verstande dat—
(i) alle diens wat 'n graad I-werknemer, graad II-werknemer of graad III-werknemer by dieselfde werkgever as 'n graad II-werknemer, graad III-werknemer of graad IV-werknemer verrig het, geag word die ondervinding te wees van 'n graad I-werknemer, graad II-werknemer of graad III-werknemer en wel in die sin dat sodanige werknemer se loon as graad I-werknemer, graad II-werknemer of graad III-werknemer, al na die geval, nie minder mag wees nie as die loon wat hy ontvang het as graad II-werknemer, graad III-werknemer of graad IV-werknemer onmiddellik voordat hy in die hoër graad in diens gestel is;
(ii) dat geen dienstermyn wat 'n manlike werknemer as graad IV-werknemer deurgemaak het voordat hy die ouderdom van agtien jaar bereik het, geag word diens te wees wat geld as ondervinding nadat hy daardie ouderdom bereik het nie; (xvii)
- (xli) "opsigter" 'n werknemer wat onder toesig van 'n voorman of 'n voorvrou in beheer is van en toesig hou oor 'n groep graad II-werknemers, graad III-werknemers of graad IV-werknemers en wat toesig oor 'n groep arbeiders mag hou; (xlv)
- (xlii) "saagskerpmaker" 'n werknemer wat sae skerp maak, uitdiep of top; (xli)
- (xliii) "senior besturende, professionele of administratiewe werknemer" 'n werknemer wat deur die werkgever belas is met werk wat die verantwoordelikheid meebring om by die uitvoering van die bedryfsinrigting se werksaamhede besluite van professionele of administratiewe aard te neem; (xlii)
- (xliv) "sleepwa" enige vervoermiddel wat deur 'n motorvoertuig gesleep word; (xlvii)
- (xlv) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging op die hoeveelheid gedane werk gebaseer is; (xl)
- (xlvii) "versendingsklerk" 'n werknemer wat belas is met die versending of verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, weeg, verpak, merk, adresseer of versend van sodanige goedere of pakkette; (xiii)
- (xlviii) "voorman" 'n werknemer wat oor die werknemers in 'n bedryfsinrigting toesig hou en beheer voer en wat toesien dat hulle hulle werk doeltreffend verrig; (xviii)
- (xlviii) "voorvrou" 'n vroulike werknemer wat onder die toesig van 'n voorman toesig hou oor die vroulike werknemers in 'n bedryfsinrigting, beheer voer oor sodanige werknemers en toesien dat hulle hulle werk doeltreffend verrig; (xix)
- (xlix) "wag" 'n werknemer wat persele of ander eiendom bewaak; (l)
- (l) "wét" ook die gemene reg; (xxxiv)
- (2) By die toepassing van hierdie Vasstelling word 'n werknemer geag in dié klas te wees waarin hy uitsluitend of hoofsaaklik in diens is.

3. BESOLDIGING.

(1) Die minimum loon wat 'n werkgever aan elkeen van sy werknemers in ondergenoemde klasse moet betaal, word hieronder uiteengesit:—

(a) Werknemers uitgesonderd los werknemers.

(i) In alle gebiede.

	Per week.
	R c
Algemene werksman	9 50
Ambagsman	17 25
Bestuurder van 'n motorvoertuig waarvan die eie gewig, tesame met die eie gewig van 'n sleepwa of sleepwaens wat deur sodanige voertuig gesleep word—	
(i) hoogstens 1,000 lb. is	5 00
(ii) meer as 1,000 lb. is maar 6,000 lb. nie te bowe gaan nie	8 50
(iii) meer as 6,000 lb. is maar 10,000 lb. nie te bowe gaan nie	10 50
(iv) 10,000 lb. te bowe gaan	14 00
Deeltydse bestuurder van 'n motorvoertuig	6 00

	Per Week. R c
Clerk, male, unqualified—	
during the first year of experience ...	6 46
during the second year of experience ...	7 85
during the third year of experience ...	9 23
during the fourth year of experience ...	10 62
during the fifth year of experience ...	12 00
Clerk, female, qualified ...	10 15
Clerk, female, unqualified—	
during the first year of experience ...	6 00
during the second year of experience ...	7 04
during the third year of experience ...	8 06
during the fourth year of experience ...	9 12
Driver of a motor vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—	
(i) does not exceed 1,000 lb. ...	5 00
(ii) exceeds 1,000 lb. but not 6,000 lb. ...	8 50
(iii) exceeds 6,000 lb. but not 10,000 lb. ...	10 50
(iv) exceeds 10,000 lb. ...	14 00
Foreman ...	18 00
Forewoman ...	12 00
Grade I employee, qualified ...	7 05
Grade I employee, unqualified—	
during the first six months of experience ...	4 77½
during the second six months of experience ...	5 22½
during the third six months of experience ...	5 75
during the fourth six months of experience ...	6 45
Grade II employee, qualified ...	5 75
Grade II employee, unqualified—	
during the first six months of experience ...	4 77½
during the second six months of experience ...	5 22½
Grade III employee, qualified ...	5 02½
Grade III employee, unqualified—	
during the first three months of experience ...	4 42½
during the second three months of experience ...	4 77½
Handyman ...	9 50
Maintenance man ...	10 50
Part-time driver of a motor vehicle ...	6 00
Saw sharpener ...	10 00
Supervisor ...	8 00
Watchman ...	5 00
Employee not elsewhere in this clause specifically mentioned ...	5 50

	Per week. R c
Graad I-werknemer, gekwalifiseer ...	7 05
Graad I-werknemer, ongekwalifiseer—	
gedurende die eerste ses maande ondervinding ...	4 77½
gedurende die tweede ses maande ondervinding ...	5 22½
gedurende die derde ses maande ondervinding ...	5 75
gedurende die vierde ses maande ondervinding ...	6 45
Graad II-werknemer, gekwalifiseer ...	5 75
Graad II-werknemer, ongekwalifiseer—	
gedurende die eerste ses maande ondervinding ...	4 77½
gedurende die tweede ses maande ondervinding ...	5 22½
Graad III-werknemer, gekwalifiseer ...	5 02½
Graad III-werknemer, ongekwalifiseer—	
gedurende die eerste drie maande ondervinding ...	4 42½
gedurende die tweede drie maande ondervinding ...	4 77½
Ketelbediener ...	5 00
Klerk, man, gekwalifiseer ...	13 85
Klerk, man, ongekwalifiseer—	
gedurende die eerste jaar ondervinding ...	6 46
gedurende die tweede jaar ondervinding ...	7 85
gedurende die derde jaar ondervinding ...	9 23
gedurende die vierde jaar ondervinding ...	10 62
gedurende die vyfde jaar ondervinding ...	12 00
Klerk, vrou, gekwalifiseer ...	10 15
Klerk, vrou, ongekwalifiseer—	
gedurende die eerste jaar ondervinding ...	6 00
gedurende die tweede jaar ondervinding ...	7 04
gedurende die derde jaar ondervinding ...	8 06
gedurende die vierde jaar ondervinding ...	9 12
Onderbaas ...	5 00
Ondervoorman ...	14 00
Opsigter ...	8 00
Onderhoudsman ...	10 50
Saagskerpmaker ...	10 00
Voorman ...	18 00
Voorvrou ...	12 00
Wag ...	5 00
Werknemer wat nie elders in hierdie klousule uitdruklik vermeld word nie ...	5 50

(ii)	In the magisterial districts of Bellville, the Cape, Simonstown and Wynberg.	In the magisterial districts of Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, and Vereeniging.	In the magisterial districts of Durban and Port Elizabeth.	In the magisterial district of Oudtshoorn.	In all other areas.
	Per Week. R c	Per Week. R c	Per Week. R c	Per Week. R c	Per Week. R c
Grade IV employee, male, 18 years of age or over—					
qualified	4 77½	4 77½	4 77½	3 75	4 55
unqualified	4 42½	4 42½	4 25	3 25	4 05
Grade IV employee, male, under 18 years of age—					
qualified	3 60	3 60	3 60	2 82½	3 42½
unqualified	3 32½	3 32½	3 20	2 45	3 05
Grade IV employee, female—					
qualified	3 82½	3 82½	3 82½	3 00	3 65
unqualified	3 52½	3 52½	3 40	2 60	3 25
Labourer, male, 18 years of age or over	4 65	4 42½	4 25	3 25	4 05
Labourer, male, under 18 years of age	3 50	3 32½	3 20	2 45	3 05
Labourer, female	3 72½	3 52½	3 40	2 60	3 25

(ii)	In die landdrosdistrikte Bellville, die Kaap, Simonstad en Wynberg.	In die landdrosdistrikte Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark en Vereeniging.	In die landdrosdistrikte Durban en Port Elizabeth.	In die landdrosdistrik Oudtshoorn.	In alle ander gebiede.
	Per week. R c	Per week. R c	Per week. R c	Per week. R c	Per week. R c
Graad IV-werknemer, man, 18 jaar en ouer—					
gekwalfiseer.....	4 77½	4 77½	4 77½	3 75	4 55
ongekwalfiseer.....	4 42½	4 42½	4 25	3 25	4 05
Graad IV-werknemer, man, jonger as 18 jaar—					
gekwalfiseer.....	3 60	3 60	3 60	2 82½	3 42½
ongekwalfiseer.....	3 32½	3 32½	3 20	2 45	3 05
Graad IV-werknemer, vrou, gekwalfiseer.....	3 82½	3 82½	3 82½	3 00	3 65
Graad IV-werknemer, vrou, ongekwalifiseer....	3 52½	3 52½	3 40	2 60	3 25
Arbeider, man, 18 jaar en ouer.....	4 65	4 42½	4 25	3 25	4 05
Arbeider, man, jonger as 18 jaar.....	3 50	3 32½	3 20	2 45	3 05
Arbeider, vrou.....	3 72½	3 52½	3 40	2 60	3 25

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

- a wage higher than that of his own class, or
- 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—

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

Provided—

- that 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;
- 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 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—

- five, in the case of an employee who works a five-day week;
- six, in the case of an employee who works a six-day week;
- 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.

(b) *Los werknemer.*—'n Los werknemer moet vir elke dag of deel van 'n dag dien 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 verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking „weekloon” beteken die weekloon voorgeskryf vir 'n gekwalfiseerde 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 bepalings van klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat in subklousule (1), saamgelees 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 werkeure wat ingevolge klousule 5 vir hom geld, dan wel minder, gewerk het.

(3) *Differensiële loon.*—'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 sy eie werk of in die plek daarvan, werk verrig van 'n ander klas waarvoor hetsy—

- 'n hoër loon as dié van sy eie klas, of
- 'n stygende loonskaal wat uitloop 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:—

- In die geval in paragraaf (a) vermeld, minstens die dagloon bereken teen die hoër tarief, en
- 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—

- dat die bepalings van hierdie subklousule nie geld wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ervaring of geslag berus nie;
- 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) *Loonberekening.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—

- vyf, as hy 'n werkweek van vyf dae het;
- ses, as hy 'n werkweek van ses dae het;
- sewe, as hy 'n werkweek van sewe dae het.

(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 van die gewone werkeure wat hy in die reël in 'n week werk.

4. PAYMENT OF REMUNERATION.

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

- the employer's name;
- the employee's name or pay roll number and occupation;
- the number of ordinary hours of work worked by the employee;
- the number of overtime hours worked by the employee;
- the employee's wage;
- the employee's cost of living allowance;
- the details of any other remuneration arising out of the employee's employment;
- the details of any deductions made;
- the actual amount paid to the employee; and
- 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:—

- With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;
- 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;
- a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;
- whenever an employee agrees, or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	R c	R c
(i) Board	0 40	1 73
(ii) Lodging	0 20	0 87
(iii) Board and lodging	0 60	2 60

(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—

- 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;
 - 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;
 - 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 or Christmas Day, on which the employee at his own request is permitted not to work;

4. BETALING VAN BESOLDIGING.

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepalings van klousule 6 (3), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant betaal word gedurende die werkure op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal, of by diensbeëindiging, as dit vóór die gewone betaaldag geskied, en sodanige bedrag moet in 'n koevert of houer wees waarop aangegee word, of wat vergesel gaan van 'n staat wat aantoon—

- die werkgewer se naam;
- die werknemer se naam of sy nommer in die betaalstaat en sy beroep;
- die getal gewone werkure wat die werknemer gewerk het;
- die getal ure wat die werknemer oortyd gewerk het;
- die werknemer se loon;
- die werknemer se lewenskostetoelae;
- die besonderhede omtrent enige ander besoldiging ter sake van die werknemer se diens;
- besonderhede omtrent enige bedrae wat afgetrek is;
- die werklike bedrag wat aan die werknemer betaal word; en
- die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer wat hierdie inligting verstrek of sodanige staat word die eiendom van die werknemer.

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

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

(4) *Koop van goedere.*—'n Werkgewer mag nie vereis dat sy werknemer van hom of van enige winkel, plek of persoon deur hom aangewys goedere 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 mag aftrek:—

- met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir ledegedelde van vakverenigings;
- behoudens andersluidende bepalings in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer uit sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde van sodanige afwesigheid vir sy gewone werkure ontvang het;
- iedere bedrag wat 'n werkgewer by wet of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- wanneer 'n werknemer daarmee instem, of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word, om kos en inwoning of kos of inwoning van sy werkgewer aan te neem, 'n bedrag hoogstens gelyk aan onderstaande bedrae:—

	Per week.	Per maand.
	R c	R c
(i) Kos	0 40	1 73
(ii) Inwoning	0 20	0 87
(iii) Kos en inwoning	0 60	2 60

(e) wanneer die gewone werkure in klousule 5 voorgeskryf weens korttyd verminderd word, 'n bedrag gelyk aan die werknemer (uitgesonderd 'n los werknemer) se uurloon vir elke uur van sodanige vermindering:

Met dien verstande—

- dat sodanige aftrekking, ongeag die getal ure waarmee die gewone werkure aldus verminderd word, hoogstens gelyk aan een derde van die werknemer se weekloon is;
 - dat geen aftrekking ten opsigte van korttyd wat deur 'n slappe in die bedryf of 'n tekort aan grondstowwe ontstaan, geskied nie, tensy die werkgewer sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
 - dat ten opsigte van korttyd weens die feit dat die masjinerie of installasie uit orde is, of die geboue onbruikbaar is of dreig om dit te word, geen aftrekking geskied vir die eerste uur waarin daar nie gewerk word nie, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;
- (f) ten opsigte van 'n ander openbare vakansiedag as Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte dag of Kersdag waarop die werknemer op eie versoek toegeaak word om nie te werk nie, 'n bedrag gelyk aan sy dagloon;

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

(5) *Hours of Work to be Consecutive.*—Save as provided in 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.*—An employer shall not require or permit an employee to work overtime for more than—

- (a) in the case of a casual employee, two hours on any day;
- (b) in the case of any other employee—
 - (i) two hours on any day;
 - (ii) ten hours in any week;

Provided that an employee who works a five-day week may work up to four hours overtime on a Saturday but so that ten hours are not exceeded in such week.

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

- (a) between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) after 1 o'clock p.m. on more than five days a week;
- (c) 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;

- (g) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkgewer aan 'n munisipale raad of ander plaaslike bestuur betaal het aan huur van 'n huis, of aan huisvesting in 'n tehuis, wat die werknemer in 'n lokasie of Natureldorp onder die beheer van so 'n raad of ander plaaslike bestuur bewoon.

5. WERKURE, GEWONE EN OORTYD, EN DIE 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 werknemer met 'n werkweek van ses dae—

- (i) ses-en-veertig in enige week van Maandag tot en met Saterdag; en
- (ii) behoudens die bepalings van subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag nie meer as vyf is nie, wanneer die ure op engeen van die orige dae tot agt en 'n half verleng kan word;

(b) in die geval van 'n werknemer met 'n werkweek van vyf dae—

- (i) ses-en-veertig in enige week van Maandag tot en met Vrydag; en
- (ii) behoudens die bepalings 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 'n dag werk nie.

(3) *Etenspouses.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer meer as vyf uur aaneen werk sonder 'n etenspouse van minstens een uur waarin so 'n werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en dié pouse word geag geen deel van die gewone werkure of oortydwerk te vorm nie: Met dien verstande—

- (i) dat werktye wat onderbreek word deur pouses van minder as 'n uur, geag word aaneen te loop;
- (ii) dat, as so 'n pouse langer as 'n uur is, elke tydperk van meer as een en 'n kwart uur geag word tyd te wees waarin daar gewerk is;
- (iii) dat 'n bestuurder van 'n motorvoertuig wat in so 'n pouse geen ander werk verrig as om in die beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word in dié pouse nie te gewerk het nie;
- (iv) dat 'n werkgewer met sy werknemer kan ooreenkom om die duur van so 'n etenspouse tot uiters 'n halfuur te verkort, en in dié geval en nadat die werkgewer 'n weergawe van dié ooreenkoms by die Afdelingsinspekteur, Departement van Arbeid, van sy gebied ingedien het, kan die etenspouse aldus verkort word;
- (v) dat, in die geval van 'n werknemer in 'n bedryfsinrigting waarin drie skofte per dag gewerk word, die bepalings van hierdie subklousule nie geld indien en terwyl aan dié werknemer so na as doenlik aan die middel van iedere skof wat hy werk, 'n etenspouse van minstens twintig minute toegestaan word nie en so 'n pouse word, na gelang van omstandighede, geag deel van sy gewone werkure of oortyd te vorm, en in dié pouse mag hy nie verplig of toegelaat word om te werk nie.

(4) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke werkperiode in die voor- en namiddag, aan elkeen van sy werknemers 'n ruspouse van minstens tien minute toestaan waarin die werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en so 'n pouse word geag deel van die gewone werkure van so 'n werknemer te vorm.

(5) *Werkure moet opeenvolgend wees.*—Behoudens die bepalings van subklousule (3), moet alle werkure van 'n werknemer op iedere dag op mekaar volg.

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

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

- (a) wat 'n los werknemer betref, twee uur op 'n dag;
- (b) wat enige ander werknemer betref—
 - (i) twee uur op 'n dag;
 - (ii) tien uur in 'n week;

Met dien verstande dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk maar dan só dat die oortydwerk tien uur in so 'n week nie te bowe gaan nie.

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

- (a) tussen 6-uur nm. en 6-uur vm., werk nie;
- (b) op meer as vyf dae in 'n week na 1-uur nm. werk nie;
- (c) meer as twee uur oortyd op 'n dag werk nie, behalwe dat 'n werknemer met 'n werkweek van vyf dae op 'n Saterdag tot vier uur oortyd mag werk;
- (d) op meer as drie opeenvolgende dae in 'n week oortyd werk nie;

- (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 twenty-five cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

- (a) in the case of a casual employee, one and one-third times his 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 days 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 watchman.

(b) The provisions of this clause shall not apply to a foreman or to a senior managerial, professional or administrative employee or to a sub-manager if and for so long as such an employee is in receipt of regular remuneration at a rate of not less than R1,560 per annum: Provided that any cost of living allowance in excess of the highest rate prescribed in terms of War Measure No. 43 of 1942 (as amended) shall not be regarded as remuneration.

(c) The provisions of sub-clauses (3), (4), (5) and (7) shall not apply to an employee while he is engaged on emergency work.

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

Provided that for the purpose of this clause the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section 20 (5) of the Factories, Machinery and Building Work Act, 1941.

(2) The leave prescribed in 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 be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;
- (ii) 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 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) The remuneration in respect of the leave prescribed in sub-clause (1) shall be paid not later than the last work day before the date of commencement of the leave.

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

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

- (i) so 'n werknemer voor die middag kennis daarvan gegee het; of
- (ii) so 'n werknemer van 'n behoorlike ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of
- (iii) so 'n werknemer minstens vyf-en-twintig sent betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat die oortydwerk begin.

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

- (a) wat 'n los werknemer betref, een en 'n derde maal sy dagloon gedeel deur agt en 'n half vir elke uur of deel van 'n uur wat hy aldus op enige dag gewerk het;
- (b) wat enige ander werknemer betref, een en 'n derde maal sy uurloon vir elke uur of deel van 'n uur wat hy altesaam op enige dae in enige week oortyd gewerk het;

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

(10) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule geld nie vir 'n wag nie.

(b) Die bepalinge van hierdie klousule geld nie vir 'n voorman, of vir 'n senior besturende, professionele of administratiewe werknemer, of vir 'n onderbestuurder, indien en terwyl so 'n werknemer gereeld 'n besoldiging teen 'n tarief van minstens R1,560 per jaar ontvang nie: Met dien verstande dat 'n lewenskostetoelae bo die hoogste bedrag wat kragtens Oorlogsmaatregel No. 43 van 1942 (soos gewysig) voorgeskryf is, nie as besoldiging beskou word nie.

(c) Die bepalinge van subklousules (3), (4), (5) en (7) geld nie vir 'n werknemer onderwyl hy noodwerk verrig nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, op iedere voltooide tydperk van twaalf maande in sy diens toestaan—

- (a) wat 'n wag betref, een-en-twintig opeenvolgende kalenderdae verlof;
- (b) aan iedere ander werknemer, veertien opeenvolgende kalenderdae verlof,

en moet hy so 'n werknemer ten aansien van sodanige verlof betaal—

- (i) wat 'n werknemer in paragraaf (a) vermeld betref, 'n bedrag van minstens drie maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is;
- (ii) wat 'n werknemer in paragraaf (b) vermeld betref, 'n bedrag van minstens twee maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is;

Met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n werknemer wat stukwerk verrig, bereken 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 die werkgewer bepaal: Met dien verstande—

- (i) dat, as sodanige verlof nie eerder toegestaan is nie, dit so toegestaan word dat dit begin binne vier maande na voltooiing van die twaalf maande diens waarop dit betrekking het, of indien die werkgewer en die werknemer voor die verstryking van die gemelde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer toestaan vanaf 'n datum wat nie later as twee maande ná die verstryking van die gemelde tydperk van vier maande val nie;
- (ii) dat die tydperk van verlof nie saamval met siekteverlof wat ingevolge klousule 7 toegestaan is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding nie;
- (iii) dat, as Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte van Kersdag binne die tydperk van sodanige verlof val, daar vir elk sodanige vakansiedag nog 'n dag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal word;
- (iv) dat 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande waarop die verloftyd betrekking het, van sodanige tydperk van verlof kan aftrek.

(3) Die besoldiging ten opsigte van die verlof voorgeskryf in subklousule (1) moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(4) 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.

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

(6) 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 coming into force of this Determination and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, 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.

(7) (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 (4), and for the purpose of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment.

(8) 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

(4) Aan 'n werknemer wie se dienskontrak gedurende enige diensttermyn van twaalf maande beëindig word voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van so 'n termyn opgeloop het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diensttermyn 'n bedrag betaal word van minstens—

- (a) wat 'n werknemer in paragraaf (a) van subklousule (1) vermeld betref, een-vierde van die weekloon, en
- (b) wat 'n werknemer in paragraaf (b) van subklousule (1) vermeld betref, een-sesde van die weekloon,

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van enige verloftyd wat hy ingevolge die vierde voorbehoud in subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek, en met dien verstande voorts dat 'n werknemer—

- (i) wat sy diens verlaat sonder om die kennis te gee en die opseggingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het; of
- (ii) wat sy diens sonder regsgeldige rede verlaat; of
- (iii) wat deur sy werkgewer sonder kennisgewing ontslaan word om rede wat vir sodanige ontslag sonder kennisgewing regtens genoegsaam is,

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

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

(6) By die toepassing van hierdie klousule word die uitdrukking „diens” geag elke tydperk te omvat ten opsigte waarvan 'n werkgewer ingevolge klousule 12 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee en tewens alle tydperke waarin 'n werknemer afwesig is—

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

en wel tot 'n totaal in enige jaar van hoogstens tien weke ten opsigte van punte (a), (b) en (c), plus enige tydperk van militêre opleiding wat hy in dié jaar ondergaan het, en die 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 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.

(7) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgewer vir die doel van jaarlikse verlof te eniger tyd, maar hoogstens een maal in 'n tydperk van twaalf maande, sy bedryfsinrigting sluit en wel vir veertien opeenvolgende kalenderdae plus enige ander dae wat moontlik uit hoofde van die derde voorbehoudsbepaling in subklousule (2) daarby gevoeg moet word.

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting ingevolge paragraaf (a) nie tot die volle tydperk van die jaarlikse verlof voorgeskryf in subklousule (1) (b) geregtig is nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in subklousule (4) uiteengesit, en vir die doel van die jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting aldus gesluit is.

(8) By die toepassing van hierdie klousule beteken die uitdrukking „loon” 'n werknemer se loon plus sy 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 werkweek van vyf dae het, altesaam minstens twintig werkdade; en
- (b) in die geval van iedere ander werknemer, altesaam minstens vier-en-twintig werkdade,

siekteverlof gedurende elke tydkring van vier-en-twintig opeenvolgende maande diens by hom, en moet hy so 'n werknemer vir elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende so 'n tydperk gewerk het: Met dien verstande—

- (i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer nie tot meer siekteverlof met volle betaling geregtig is nie as, wat 'n werknemer met 'n werkweek van vyf dae betref, een werkdag ten opsigte van

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) 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 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 not less than 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 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.

elke voltooide tydperk van vyf weke diens en, wat enige ander werknemer betref, een werkdag ten opsigte van elke voltooide maand diens;

- (ii) dat hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes, minstens gelyk aan dié wat die werknemer self daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat aan hom by ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdag, al na gelang van die geval, in elke tydkring van vier-en-twintig maande diens betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoud van hierdie subklousule te bowe hoef te gaan nie;
- (iii) dat, indien 'n werkgever ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige gelde wel betaal, die aldus betaalde bedrag afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;
- (iv) dat, indien 'n werkgever by enige ander wet verplig word om 'n werknemer sy volle loon te betaal, ten opsigte van enige tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalings van hierdie klousule nie geld nie;
- (v) dat die loon wat aan 'n werknemer wat stukwerk verrig, betaalbaar is ten opsigte van enige tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule, bereken word op grondslag van minstens die besoldiging wat aan so 'n werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

(2) Voordat 'n werkgever '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 voorlê 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 tydkring van vier-en-twintig maande diens by dieselfde werkgever weens ongeskiktheid langer afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig tot betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by afloop van gemelde tydkring, of by diensbeëindiging voor sodanige afloop, hom ten opsigte van dié langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat by sodanige afloop of beëindiging aan hom toekom, nog nie gebruik is nie.

(4) By die toepassing van hierdie klousule—

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

- (i) met verlof ingevolge klousule 6;
- (ii) op las of versoek van sy werkgever;
- (iii) met siekteverlof ingevolge subklousule (1);
- (iv) vir militêre opleiding;

en wel tot 'n totaal in enige jaar van hoogstens tien weke ten opsigte van punte (i), (ii) en (iii), plus enige tydperke van militêre opleiding wat hy in dié jaar ondergaan het, en enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum van die inwerkingtreding van hierdie Vasstelling word by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende so 'n tydperk toegestaan is, word geag ingevolge hierdie Vasstelling toegestaan te wees;

(b) beteken „ongeskiktheid” die onvermoë om te werk weens siekte of besering, behalwe as dit deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat, as die onvermoë om te werk te wyte is aan 'n ongeluk waarvoor daar ingevolge die Ongevalwet, 1941, vergoeding betaalbaar is, sodanige onvermoë geag word ongeskiktheid te wees slegs ten opsigte van dié tydperk van onvermoë om te werk waarvoor geen vergoeding weens arbeidsongeskiktheid ingevolge 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 werkgever aan 'n werknemer wat op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag nie werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

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

(3) *Compensation for Work on a Sunday.*—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) 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.

9. PIECE-WORK.

(1) An employer may, after at least one week's notice to his employee, 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.

(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 introduce any piece-work system or to cancel or amend it.

10. RATIO.

(1) An employer shall not employ an unqualified grade I employee, grade II employee, grade III employee or grade IV employee unless he has in his employ a qualified grade I employee, grade II employee, grade III employee or grade IV employee, respectively, and for each qualified employee in his employ in any of these classes he shall not employ more than one unqualified employee in that class.

(2) For the purpose of this clause—

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

(b) an employer or a manager who is wholly or mainly engaged in the duties of a particular class of employee for which class a qualifying period is prescribed may be deemed to be a qualified employee in that class;

(c) an unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his class may be deemed to be a qualified employee in that class:

Provided that an employer or a manager may not be so deemed for more than one class of employee on any day or in more than one establishment on any day.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

(a) during the first four weeks of employment, not less than twenty-four hours;

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

(3) *Vergoeding vir werk op 'n Sondag.*—Wanneer 'n werknemer op 'n Sondag werk, moet die werkgever—

(a) die werknemer betaal—

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

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, minstens dubbel sy uurloon vir elke uur of deel van 'n uur ten opsigte van die totale tydperk wat hy op sodanige Sondag werk of minstens dubbel sy dagloon, al na gelang van watter die meeste is, of

(b) hom een en 'n derde maal sy uurloon betaal vir elke uur of deel van 'n uur wat hy op so 'n Sondag werk en hom binne vertien dae vanaf so 'n Sondag een dag verlof toestaan en vir die dag minstens sy dagloon betaal: Met dien verstande dat, as vereis of toegelaat word dat so 'n werknemer minder as vier uur op so 'n Sondag werk, hy geag word vier uur te gewerk het.

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

(5) Hierdie klousule geld nie vir 'n los werknemer nie.

9. STUKWERK.

(1) Ná minstens een week kennisgewing aan sy werknemer kan 'n werkgever 'n stukwerkstelsel invoer en, behoudens die bepalinge van klousule 4 (6), moet die werkgever 'n werknemer wat volgens so 'n stukwerkstelsel werk, besoldig teen die tarief wat volgens dié stelsel geld: Met dien verstande dat die werkgever, ongeag die hoeveelheid gedane werk, die werknemer minstens die volgende betaal—

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

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

(2) 'n Werkgever moet 'n lys van die tariewe vermeld in subklousule (1) op 'n opvallende plek in sy bedryfsinrigting aangeplak hou.

(3) 'n Werkgever wat voornemens is om 'n bestaande stukwerkstelsel of die tariewe wat daarvolgens geld, af te skaf of te wysig, moet aan die betrokke werknemers minstens een kalendermaand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgever en sy werknemer oor 'n langer termyn van kennisgewing kan ooreenkom en dan moet die werkgever minstens die ooreengekome kennis gee.

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

10. GETALLEVERHOUDING.

(1) 'n Werkgever mag nie 'n ongekwalfiseerde graad I-werknemer, graad II-werknemer, graad III-werknemer of graad IV-werknemer in diens neem nie, tensy hy onderskeidelik 'n gekwalfiseerde graad I-werknemer, graad II-werknemer, graad III-werknemer of graad IV-werknemer in sy diens het, en in geen van hierdie klasse mag hy meer as een ongekwalfiseerde werknemer teen elke gekwalfiseerde werknemer van dieselfde klas in diens hê nie.

(2) By die toepassing van hierdie klousule—

(a) mag 'n werkgever of 'n bestuurder wat uitsluitend of hoofsaaklik die werk van 'n voorman verrig, beskou word as 'n voorman;

(b) mag 'n werkgever of 'n bestuurder wat uitsluitend of hoofsaaklik die werk verrig van 'n besondere klas werknemer waarvoor 'n kwalifiserende tydperk voorgeskryf is, beskou word as 'n gekwalfiseerde werknemer van daardie klas;

(c) mag 'n ongekwalfiseerde werknemer wat 'n loon ontvang minstens gelyk aan die loon wat voorgeskryf is vir 'n gekwalfiseerde werknemer van sy klas, beskou word as 'n gekwalfiseerde werknemer:

Met dien verstande dat 'n werkgever of bestuurder nie op dieselfde dag aldus beskou mag word ten opsigte van meer as een klas werknemer of inrigting nie.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet alle uniforms, oorpakke of ander beskermende klere wat hy vereis dat sy werknemer dra of wat enige wet of regulasie hom verplig om aan sy werknemer te verskaf, gratis verskaf en in bruikbare toestand hou; en al'e sodanige uniforms, oorpakke of ander beskermende klere bly die eiendom van die werkgever.

12. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, kan 'n dienskontrak beëindig deur dit—

(a) gedurende die eerste vier weke diens, minstens vier-en-twintig uur,

(b) ná die eerste vier weke diens, minstens 'n week,

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. LOG-BOOK.

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

DAILY LOG.

Name of employer.....
 Name of driver.....
 Date.....
 Time of starting work..... a.m./p.m..... 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 or part-time 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, and for the purpose of this clause the expression "work" in relation to a part-time driver of a motor vehicle shall refer only to "driving a motor vehicle" as defined in the definition of this class of employee.

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

vooruit op te sê; of 'n werkgever of 'n werknemer kan die kontrak sonder opsegging beëindig deurdat in plaas van opsegging die werkgever aan die werknemer minstens die volgende betaal, of die werknemer aan die werkgever minstens die volgende betaal of verbeur, al na gelang van die omstandighede—

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

Met dien verstande dat hierdeur onaangestas gelaat word—

- (i) die reg van 'n werkgever of sy werknemer om op enige regsgeldige grond die kontrak sonder opsegging te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer waarin voorsiening gemaak word vir 'n opseggingstermyn wat vir beide partye ewe lank is en langer is as dié wat hierdie klousule voorskryf;
- (iii) die werking van verbeurings of boetes wat regtens van toepassing kan wees op 'n werknemer wat sy diens verlaat:

Met dien verstande voorts dat, indien die loon van 'n werknemer teen die datum van die beëindiging reeds weens korttyd verminder is en die werkgever hom betaal in plaas van sy diens op te sê, die uitdrukking „ten tyde van sodanige beëindiging ontvang” geag word te beteken „ten tyde van sodanige beëindiging sou ontvang het as geen afrekkings weens korttyd gedoen was nie”.

(2) Indien daar ingevolge die tweede voorbehoudsbepaling van subklousule (1) 'n ooreenkoms bestaan, moet die betaling of verbeuring in plaas van opsegging eweredig wees aan die ooreen-gekome opseggingstermyn.

(3) Die opsegging in subklousule (1) voorgeskryf moet voor of op die bedryfsinrigting se gewone betaaldag vir so 'n werknemer geskied en gaan in op die dag ná sodanige betaaldag: Met dien verstande—

- (i) dat die opseggingstermyn nie mag saamval met en die opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of met enige tydperk van militêre opleiding nie;
- (ii) dat gedurende 'n werknemer se afwesigheid met siekte-verlof ooreenkomstig klousule 7 opsegging nie mag geskied nie;
- (iii) dat, as 'n opseggingstermyn van slegs vier-en-twintig uur vereis word, sodanige opsegging op enige werkdag kan geskied.

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

13. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkgever aan die betrokke werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat gee wat hoofsaaklik die vorm het soos in die Bylae tot hierdie Vasstelling voorgeskryf en waarin die volle naam van die werkgever en van sy werknemer, die betrekking van die werknemer, die aanvangs- en die aflooptdatum van die kontrak en die werknemer se weekloon ten tyde van die datum van sodanige beëindiging aangegee word.

14. VERBOD OP INDIENSNEMING.

'n Werkgever mag niemand onder die ouderdom van vyftien jaar in diens neem nie.

15. LOGBOEK.

(1) 'n Werkgever moet sy bestuurder van 'n motorvoertuig of sy deelydse bestuurder van 'n motorvoertuig voorsien van 'n logboek wat vir sover doenlik die volgende vorm het:—

DAAGLIKSE LOG.

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

Handtekening van motorvoertuigbestuurder.

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

(2) Iedere bestuurder van 'n motorvoertuig of deelydse bestuurder van 'n motorvoertuig moet in die logboek in subklousule (1) vermeld oor elke dag se werk 'n daaglikse log in duplo hou en binne vier-en-twintig uur na voltooiing van die dag se werk waarop dit betrekking het 'n afskrif daarvan by sy werkgever indien, en by die toepassing van hierdie klousule slaan die uitdrukking „werk” ten opsigte van 'n deelydse bestuurder van 'n motorvoertuig slegs op „'n motorvoertuig bestuur” soos dit in die woordomsywing van hierdie klas werknemer omskryf word.

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

SCHEDULE.

I/We (a) carrying on trade in the Brush and Broom 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 employment his/her (a) wage (excluding cost of living allowance) was Rand.....cent per week.

(Signature of Employer or Authorised Representative.)

Date

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

No. 758.] [19 May 1961.
FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.

BRUSH AND BROOM MANUFACTURING INDUSTRY, UNION OF SOUTH AFRICA.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-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 Brush and Broom Manufacturing Industry, published under Government Notice No. 757 of the 19th day of May, 1961, 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.

M. VILJOEN,
Deputy-Minister of Labour.

BYLAE.

Ek/ons (a) wat die Borsel- en Besemnywerheid beoefen te verklaar hierby dat in my/ons(a) diens was van die dag van 19..... tot die dag van 19..... in die betrekking van (b) By diensbeëindiging was sy/haar (a) loon (uitgesonderd lewenskostetoelae) Rand.....sent per week.

Handtekening van werkgewer of gemagtigde verteenwoordiger.

Datum.....

- (a) Skrap wat nie van toepassing is nie.
(b) Meld die betrekking waarin die werknemer uitsluitend of hoofsaaklik in diens was, bv., klerk, arbeider, graad I-werknemer, algemene werksman.

No. 758.] [19 Mei 1961.
WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941, SOOS GEWYSIG.

BORSEL- EN BESEMNYWERHEID, UNIE VAN SUID-AFRIKA.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Vasstellings vir die Borsel- en Besemnywerheid gepubliseer by Goewermmentskennisgewing No. 757 van 19 Mei 1961, oor die algemeen nie vir die persone wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, minder gunstig as die desbetreffende bepalings van genoemde Wet is nie.

M. VILJOEN,
Adjunk-minister van Arbeid.



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INVOERDERS UITVOERDERS NYWERAARS

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