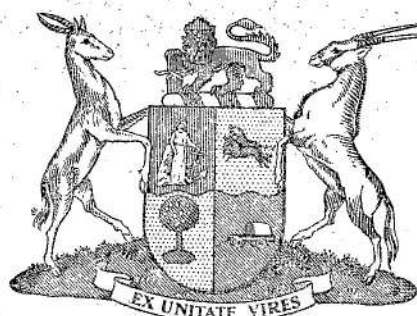




Buitengewone
Staatskoerant
Government Gazette
Extraordinary

(As 'n Nausblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

VOL. I.]

PRYS 5c.

PRETORIA,

2 JUNIE
2 JUNE 1961.

PRICE 5c.

[No. 3.]

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 21.]

[2 Junie 1961.

LOONWET, No. 5 VAN 1961.

LOONVASSTELLING No. 219.

TABAKNYWERHEID, REPUBLIEK 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 Tabaknywerheid gemaak het en die 26ste dag van Junie 1961 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN BESTEK VAN DIE VASSTELLING.

Hierdie Vasstelling is van toepassing op alle werknemers, uitgesonderd bestuurders, in die Tabaknywerheid in die Republiek van Suid-Afrika, uitgesonderd in die volgende gebiede:—

Die landdrostdistrikte Benoni, Boksburg, Brakpan, Germiston, Heidelberg, Johannesburg, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort en Springs en die munisipale gebied van Rustenburg,

en op die werkgewers van sodanige werknemers.

2. WOORDOMSKRYWINGS.

(1) Tensy uit die samehang anders blyk, het enige uitdrukking wat in hierdie Vasstelling gebruik word en wat in die Loonwet, 1957, omskryf is, dieselfde betekenis as in daardie Wet en tensy dit onbestaanbaar is met die samehang, beteken—

„ambagsman” ’n werknemer in diens in werk wat gewoonlik deur ’n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomskrywing beteken die uitdrukking „geskoolde ambagsman” ’n persoon wat sy leertyd uitgedien het in ’n bedryf wat aangewys is of geag word aangewys te wees kragtens die Wet op Vakleerlinge, 1944, 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 wat deur genoemde Registrateur aan hom uitgereik is ingevolge of artikel *twee* (7) of artikel *sewe* (3) van genoemde Wet;

„assistent-voorman” ’n werknemer wat onder die algemene toesig van ’n voorman enigene van die pligte van ’n voorman verrig en wat namens hom in sy afwesigheid kan optree;

„assistent-toesighouer” ’n vroulike werknemer wat onder die algemene toesig van ’n toesighouer enigene van die pligte van ’n toesighouer verrig en wat namens haar in haar afwesigheid kan optree;

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

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

„onderbaas” ’n werknemer, uitgesonderd ’n assistent-toesighouer, ondersoeker of ’n toesighouer, wat, onder die toesig van ’n voorman, in beheer is van ’n groep graad II-werknemers, graad III-werknemers of arbeiders;

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 21.]

[2 June 1961.

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 219.

TOBACCO MANUFACTURING INDUSTRY,
REPUBLIC 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 Tobacco Manufacturing Industry and has fixed the 26th day of June, 1961, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF THE DETERMINATION.

This Determination shall apply to all employees, other than managers, in the Tobacco Manufacturing Industry in the Republic of South Africa, except in the following areas:—

The magisterial districts of Benoni, Boksburg, Brakpan, Germiston, Heidelberg, Johannesburg, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort and Springs and the municipal area of Rustenburg, and to the employers of such employees.

2. DEFINITIONS.

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

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

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

„assistant supervisor” means a female employee who, under the general supervision of a supervisor, performs any of the duties of a supervisor and who may act for her during her absence;

„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;

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

„chargehand” means an employee, other than an assistant supervisor, examiner or a supervisor, who, under the supervision of a foreman, is in charge of a group of grade II employees, grade III employees or labourers;

"chauffeur" 'n werknemer wat 'n motorvoertuig bestuur wat vir die vervoer van passasiers bedoel is en gebruik word vir die vervoer van sy werkgewer of van personeel, kliente, of besoekers en waarmee ook dokumente of pakkette vervoer kan word;

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

"klerk, vrou, gekwalifiseer," 'n vroulike klerk met minstens vier jaar ondervinding;

"klerk, vrou, ongekwalifiseer," 'n vroulike klerk met minder as vier jaar ondervinding;

"klerk, man, gekwalifiseer," 'n manlike klerk met minstens vyf jaar ondervinding;

"klerk, man, ongekwalifiseer," 'n manlike klerk met minder as vyf jaar ondervinding;

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

"lewenskostoelae" die lewenskostoelae wat ingevolge enige wet betaalbaar is: Met dien verstande dat, as 'n werkgewer sy werknemer gereeld 'n lewenskostoelae betaal wat hoër is as dié wat aldus betaalbaar is, dit sodanige hoër toelae beteken;

"versendingsklerk" 'n werknemer wat belas is met die versending of verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die byeenbring, nagaan, weeg, verpakking, merk, adresseer of versending van sodanige goedere of pakkette;

"versendingspakkier" 'n werknemer wat onder die toesig van 'n magasynman belas is met die verpakking van roltabak vir versending;

"motorvoertuigbestuurder" '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 wag en alle tyd wat hy verplig is om op sy pos gereed te bly om te bestuur;

"noodwerk" —

(1) alle werk wat weens onvoorsiene omstandighede soos brand, storm, ongeval, epidemie, geweld, diefstal of onklaarraking van die installasie of masjinerie, sonder versuim gedoen moet word;

(2) alle werk in verband met die laai of aflaai van spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens of van voertuie wat deur 'n vervoerkontrakteur gebruik word in die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens; of

(3) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie;

"bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Tabaknywerheid in diens is;

"ondersoeker" 'n werknemer wat onder die toesig van 'n voorman of 'n toesighouer belas is met die ondersoek van die werk verrig deur graad I-werknemers, graad II-werknemers, graad III-werknemers of arbeiders vir foute of gebreke, wat verantwoordelik is vir die gehalte en presiesheid van sodanige werk en wat dié werk kan uitdeel aan sodanige werknemers en rekords van hulle pligte byhou;

"ondersoeker, gekwalifiseer," 'n ondersoeker met minstens ses maande ondervinding;

"ondersoeker, ongekwalifiseer," 'n ondersoeker met minder as ses maande ondervinding;

"ondervinding" met betrekking tot—

(1) 'n klerk of 'n handelsreisiger, die totale tydperk of tydperke diens wat 'n werknemer onderskeidelik as 'n klerk of 'n handelsreisiger in enige bedryf of in diens van die Staat gehad het;

(2) enige ander klas werknemer, die totale tydperk of tydperke diens wat 'n werknemer in sy klas in die Tabaknywerheid gehad het;

Met dien verstande dat enige diens wat 'n graad I-werknemer of 'n graad II-werknemer gehad het by dieselfde werkgewer as 'n graad II-werknemer of 'n graad III-werknemer, geag sal word ondervinding te wees as 'n graad I-werknemer of as 'n graad II-werknemer in dié mate dat sodanige werknemer se loon as 'n graad I-werknemer of 'n graad II-werknemer na gelang van die geval, nie minder sal wees as die loon wat hy ontvang het as 'n graad II-werknemer of 'n graad III-werknemer onmiddellik voordat hy in die hoër graad in diens geneem is nie;

"voorman" 'n werknemer wat oor die werknemers in 'n bedryfsinrigting of 'n afdeling daarvan, toesig hou en beheer uitoefen en wat toesien dat hulle hul werk doeltreffend verrig;

"chauffeur" means an employee who is engaged in driving a motor vehicle intended to carry passengers and used for the conveyance of his employer or of staff, clients or visitors and which may be used for the conveyance of documents or parcels.

"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 switch-board operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work;

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

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

"clerk, male, qualified," means a male clerk who has had not less than five years' experience;

"clerk, male, unqualified" means a male clerk who has had less than five years' experience;

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

"cost of living allowance" means the cost of living allowance payable in terms of any law: Provided that, if any employer regularly pays an employee a cost of living allowance higher than that so payable, it means such higher allowance;

"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;

"despatch packer" means an employee who, under the supervision of a storeman, is engaged in packing roll tobacco for despatch;

"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;

"emergency work" means—

(1) any work which, owing to unforeseen circumstances, such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay;

(2) any work connected with the loading or unloading of trucks or vehicles of the South African Railways and Harbours or of vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours; or

(3) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours;

"establishment" means any premises in or in connection with which one or more employees are employed in the Tobacco Manufacturing Industry;

"examiner" means an employee who, under the supervision of a foreman or a supervisor, is engaged in examining the work performed by grade I employees, grade II employees, grade III employees or labourers for faults or defects, who is responsible for the quality and accuracy of such work and who may distribute such work to such employees and keep records relating to his duties;

"examiner, qualified," means an examiner who has had not less than six months' experience;

"examiner, unqualified," means an examiner who has had less than six months' experience;

"experience" means in relation to—

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

(2) any other class of employee, the total period or periods of employment which an employee has had in his class in the Tobacco Manufacturing Industry;

Provided that any employment which a grade I employee or a grade II employee has had with the same employer as a grade II employee or a grade III employee shall be deemed to be experience as a grade I employee or a grade II employee to the extent that such employee's wage as a grade I employee or a grade II employee, as the case may be, shall be not less than the wage which he received as a grade II employee or grade III employee immediately before he was employed in the higher grade;

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

„graad I-werknemer” ’n werknemer wat een of meer van die volgende werksaamhede verrig—

- (1) maaltye onder toetsig voorberei;
- (2) ’n sigaretvervaardigingsmasjien bedien;
- (3) ’n sigaretverpakkingsmasjien bedien;
- (4) ’n filtermondstukmonteeringsmasjien bedien;
- (5) ’n filterpropvervaardigingsmasjien bedien;
- (6) ’n kragstroommasjien met valmes vir die sny van papier of karton bedien;
- (7) ’n koelinstallasie vir vervaardigde of behandelde goedere bedien;
- (8) ’n suigkondisioneringsmasjien bedien;
- (9) vir vogtoetsing weeg en aanteken;

„graad I-werknemer, gekwalifiseer,” ’n graad I-werknemer met minstens twee jaar ondervinding;

„graad I-werknemer, ongekwalifiseer,” ’n graad I-werknemer, met minder as twee jaar ondervinding;

„graad II-werknemer” ’n werknemer wat een of meer van die volgende werksaamhede verrig—

- (1) Aksynsdoel met die hand opklak;
- (2) sigaretstokke met die hand maak;
- (3) enige kragmasjien bedien, uitgesonderd soos bepaal in die woordskrywings van graad I-werknemer en graad III-werknemer;
- (4) sigarette met die hand verpak;
- (5) toetsig hou oor die stoom van tabak in stoomkabinette;
- (6) sigarette weeg en gewigte aanteken vir aksynsdoel-eindes;
- (7) tabak weeg en gewigte aanteken;
- (8) dosies weeg, meet en voorberei;
- (9) sigarette in pakkies met die hand toedraai;

„graad II-werknemer, gekwalifiseer,” ’n graad II-werknemer, met minstens 18 maande ondervinding;

„graad II-werknemer, ongekwalifiseer,” ’n graad II-werknemer met minder as 18 maande ondervinding;

„graad III-werknemer” ’n werknemer wat een of meer van die volgende hoedanighede of werksaamhede verrig—

- (1) Houtkissies met die hand inmeekaarsit;
- (2) rantsoene voorberei;
- (3) boodskappe, briewe of goedere te voet aflewer of met behulp van ’n nie-kragmasjien van voertuig;
- (4) tabak op stoom- of gaspanne droog;
- (5) ’n tabakstroommasjien voer om pyptabak te sny;
- (6) ’n pyptabakverpakkingsmasjien voer;
- (7) kaartjies of wiggies insit in vol sigaretstokke;
- (8) buitestukke met die hand etiketteer;
- (9) fabrieksoorpakke of -linne was of stryk;
- (10) sakke, pakkies of sakkies met die hand maak;
- (11) pasta aanmaak;
- (12) snuif met die hand maak;
- (13) binnevoerings vir massatabakhouers opmaak;
- (14) blaas- of gekerfde tabak met die hand meng;
- (15) kragmasjien wat nie in beweging is nie, olie of smeer, of motorvoertuie olie of smeer;
- (16) ’n outomatiese goederehyser bedien;
- (17) ’n masjien vir die splits van dose bedien;
- (18) ’n ent- of puntmasjien bedien;
- (19) ’n kodedatumstempel bedien;
- (20) ’n kragstroommasjien bedien;
- (21) ’n breekmasjien bedien;
- (22) ’n skrop- of poliermasjien bedien;
- (23) ’n naaimasjien vir die herstel van fabrieksoorpakke of tafelkleedjies of ander tafellinne bedien;
- (24) ’n stingelmasjien bedien;
- (25) ’n nie-gestandaardiseerde houers vir versending pak;
- (26) karton vir dooskousers voorberei;
- (27) voedsel of drank voorberei, uitgesonderd maaltye voorberei;
- (28) rubberbandjies rondom sakkies sit of sakkies verseël;
- (29) afvalsigaretstokke herstel;
- (30) sigarette sorteer of vang;
- (31) tabakblare met die hand afstroop;
- (32) deurmekaar blare reguit rangskik;
- (33) gevulde sakke van tabakverpakkingsmasjien afneem en sodanige sakke toemaak;
- (34) tabakverpakker;
- (35) deurskynende materiaal met die hand toedraai;
- (36) toetsighouer by ’n sigaretverpakkingsmasjien;
- (37) tabak weeg, uitgesonderd op ’n gestelde skaal;
- (38) verpakte tabak of sigarette in pakkies of omhulsels toedraai;

„graad III-werknemer, gekwalifiseer,” ’n graad III-werknemer met minstens 12 maande ondervinding;

„graad III-werknemer, ongekwalifiseer,” ’n graad III-werknemer met minder as 12 maande ondervinding;

„handdraaier” ’n werknemer wat tabakblare in roltabak van vereiste dikte draai;

„algemene werksman” ’n werknemer wat kleiner reparasies of verstellers aan masjinerie of uitrusting maak, uitgesonderd masjinerie of uitrusting wat direk gebruik word in die vervaardiging van die produkte van ’n bedryfsinrigting en wat kleiner reparasies of vernuwings aan geboue kan doen;

„grade I employee” means an employee who is engaged in any one or more of the following operations:—

- (1) Cooking meals under supervision;
- (2) operating a cigarette making machine;
- (3) operating a cigarette packing machine;
- (4) operating a filter tip assembling machine;
- (5) operating a filter plug making machine;
- (6) operating a power-driven guillotine for cutting paper or board;
- (7) operating a refrigeration plant for manufactured or processed goods;
- (8) operating a vacuum-process conditioning machine;
- (9) weighing and recording for moisture tests;

„grade I employee, qualified,” means a grade I employee who has had not less than two years’ experience;

„grade I employee, unqualified,” means a grade I employee who has had less than two years’ experience;

„grade II employee” means an employee who is engaged in any one or more of the following operations:—

- (1) Affixing excise stamps by hand;
- (2) making cigarette boxes by hand;
- (3) operating any power-driven machine, except as provided for in the definitions of grade I employee and grade III employee;
- (4) packing cigarettes by hand;
- (5) supervising the steaming of tobacco in steaming cabinets;
- (6) weighing cigarettes and recording weights for excise purposes;
- (7) weighing tobacco and recording weights;
- (8) weighing, measuring and preparing casing;
- (9) wrapping cigarettes into packets by hand;

„grade II employee, qualified,” means a grade II employee who has had not less than eighteen months’ experience;

„grade II employee, unqualified,” means a grade II employee who has had less than eighteen months’ experience;

„grade III employee” means an employee who is engaged in any one or more of the following capacities or operations:—

- (1) Assembling wooden boxes by hand;
- (2) cooking rations;
- (3) delivering messages, letters or goods on foot or by means of any non-power-driven cycle or vehicle;
- (4) drying tobacco on steam or gas pans;
- (5) feeding a tobacco cutting machine for cutting pipe tobacco;
- (6) feeding a pipe tobacco packing machine;
- (7) inserting cards or wedges into filled cigarette boxes;
- (8) labelling outers by hand;
- (9) laundering or pressing factory overwear or linen;
- (10) making bags, packets or pouches by hand;
- (11) making paste;
- (12) making snuff by hand;
- (13) making up inner paper linings for bulk containers of tobacco;
- (14) mixing leaf or cut tobacco into blends by hand;
- (15) oiling or greasing power-driven machines not in motion or oiling or greasing motor vehicles;
- (16) operating an automatic goods lift;
- (17) operating a box slitting machine;
- (18) operating a butting or tipping machine;
- (19) operating a code dating machine;
- (20) operating a power-driven lawn mower;
- (21) operating a ripping machine;
- (22) operating a scrubbing or polishing machine;
- (23) operating a sewing machine for the repair of factory overwear or table cloths or other napery;
- (24) operating a stemming machine;
- (25) packing in non-standardised containers for despatch;
- (26) preparing board for box shoulders;
- (27) preparing or serving food or beverages, other than cooking meals;
- (28) placing rubber bands around pouches or sealing pouches;
- (29) repairing waste cigarette boxes;
- (30) sorting or catching cigarettes;
- (31) stemming or stripping tobacco leaves by hand;
- (32) straight laying tobacco leaves from tangled form;
- (33) taking off filled bags from tobacco packing machines and closing such bags;
- (34) tobacco packer;
- (35) transparent wrapping by hand;
- (36) watcher on a cigarette packing machine;
- (37) weighing tobacco, other than to a set scale;
- (38) wrapping packed tobacco or cigarettes into packets or outers;

„grade III employee, qualified,” means a grade III employee who has had not less than twelve months’ experience;

„grade III employee, unqualified,” means a grade III employee who has had less than twelve months’ experience;

„hand twister” means an employee who is engaged in the twisting of tobacco leaves into roll tobacco of required thickness;

„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;

„arbeider” ’n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (1) Tabak met die hand aanklam, kleur of geur;
- (2) ’n ambagsman bystaan deur artikels of gereedskap vas te hou of andersins saam met hom werk, uitgesonderd deur selfstandig met gereedskap te werk;
- (3) op. afleweringvoertuie help, uitgesonderd bestuur of herstelwerk doen;
- (4) blaartabak baaf;
- (5) terrein, installasie, masjiene, implemente, gereedskap, werktuie of voertuie skoonmaak;
- (6) blare of tabak met die hand skoonmaak;
- (7) los baalmateriaal versamel, sorteer of bondel;
- (8) ente met die hand sny;
- (9) tabak aanklam of dit in vloeistof steek;
- (10) bladmetaalpakkes op ’n vervoerband voer;
- (11) ’n sigaretverpakkingsmasjien voer of daarvan afneem;
- (12) ’n outomatiese of halfoutomatiese masjien, uitgesonderd soos voorgeskryf in die woordomskriving van graad III-werknemer, voer of daarvan afneem;
- (13) tuinmaak, d.w.s. onder toesig plant, of spit, gras sny, onkruid uithaal, hark of natel, of tuingrond of materiaal meng of strooi of heinings sny of knip;
- (14) papiervoerings met die hand insit;
- (15) sigaretdosies vir verpakking in lyn rangskik;
- (16) laai of aflaai;
- (17) vuurmaak, vure instandhou of trek of as of vuilgoed verwyder;
- (18) artikels of goedere met die hand verskuif, dra of opstapel;
- (19) voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (20) deure of vensters of bale, dose, pakke of ander houters oop- of toemaak;
- (21) ’n handhyser bedien;
- (22) artikels van dieselfde grootte en getal pak in houters wat spesiaal ontwerp is om hulle te bevat;
- (23) gekerfde tabak in massa (10 lb. en meer) verpak;
- (24) stingels uitsoek;
- (25) sakke of pakkes op ’n vultregter plaas;
- (26) tabak op ’n vervoerband plaas of omdraai;
- (27) afvalsigarettes vir herstel voorberei;
- (28) voertuie stoot of trek, uitgesonderd met die gebruik van meganiese toestelle;
- (29) deksels met die hand op dosies plaas;
- (30) bindblare met die hand verwyder;
- (31) by herhaling met ’n rubberstempel stempel of in reekse nommer, waar geen oordeel by betrokke is nie;
- (32) klaargemaakte karton- of veselborddose of soortgelyke houters met die hand innekaarsit;
- (33) blare vir pruimtabak sorteer of oopmaak;
- (34) afvalsigarette, sigarettes of pakkes of toedraai-materiaal sorteer;
- (35) tabak anders as met ’n masjien bespuit;
- (36) tabak opstapel, in massa of in blikke verpak;
- (37) tabakblare, behalwe vir sigarette, met die hand afstroop;
- (38) sjabloneer;
- (39) geurbestanddele roer;
- (40) tabak wat aan die droog is, met die hand omdraai;
- (41) ente met die hand losmaak;
- (42) volgens ’n gestelde skaal weeg;
- (43) roltabak in papier toedraai;

„wet” ook die gemene reg;

„loogkoker” ’n werknemer in diens in die proses van loog kook of blare in loog week;

„bestuurder” ’n werknemer wat deur sy werkgever belas is met die algemene—

- (a) toesig oor,
- (b) verantwoordelikheid vir, en
- (c) leiding van

die bedrywighede van ’n bedryfsinrigting en die werknemers daarin werksaam;

„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;

„bediener van ’n mobiele hystoestel” ’n werknemer wat ’n mobiele kraghystoestel bedien wat by die laai, aflaai, versit of opstapel van goedere gebruik word;

„bediener van ’n mobiele hystoestel, gekwalifiseer,” ’n bediener van ’n mobiele hystoestel met minstens drie maande ondervinding;

„bediener van ’n mobiele hystoestel, ongekwalifiseer,” ’n bediener van ’n mobiele hystoestel met minder as drie maande ondervinding;

„motorvoertuig” ’n kragvoertuig, behalwe met betrekking tot ’n chauffeur, wat gebruik word vir die vervoer van goedere, uitgesonderd ’n handelsreisiger se monsters, en omvat dit ook ’n voorhaker, maar nie ’n mobiele hystoestel nie;

„nagskof” iedere werkperiode wat vir die grootste deel tussen 8-uur nm. en 6-uur vm. val;

„labourer” means an employee who is engaged in any one or more of the following operations:—

- (1) Applying casing, colouring or flavouring material to tobacco by hand;
- (2) assisting an artisan by holding articles or tools or otherwise working with him, other than by the independent use of tools;
- (3) assisting on delivery vehicles, other than driving or effecting repairs;
- (4) baling leaf tobacco;
- (5) cleaning premises, plant, machines, implements, tools, utensils or vehicles;
- (6) cleaning leaf or tobacco by hand;
- (7) collecting, sorting or bundling loose baling materials;
- (8) cutting butts by hand;
- (9) damping tobacco or dipping into liquid;
- (10) feeding foil packets on to a conveyor belt;
- (11) feeding or taking off from a cigarette packing machine;
- (12) feeding or taking off from an automatic or semi-automatic machine, other than as prescribed in the definition of grade III employee;
- (13) gardening, i.e., planting, under supervision, or digging, mowing, weeding, raking or watering or mixing or spreading garden soil or material or cutting or trimming hedges;
- (14) inserting paper linings by hand;
- (15) lining up cigarette boxes for packing;
- (16) loading or unloading;
- (17) making, maintaining or drawing fires or removing ashes or refuse;
- (18) moving, carrying or stacking articles or goods by hand;
- (19) oiling or greasing vehicles, other than motor vehicles;
- (20) opening or closing doors or windows or bales, boxes, packages or other containers;
- (21) operating a hand hoist;
- (22) packing articles of uniform size and number into containers specially designed to contain them;
- (23) packing cut tobacco in bulk (10 lb. or over);
- (24) picking out stems;
- (25) placing bags or packets on a funnel;
- (26) placing or turning over tobacco on a conveyor belt;
- (27) preparing waste cigarette boxes for repairs;
- (28) pushing or pulling vehicles otherwise than with the use of mechanical devices;
- (29) putting lids on boxes by hand;
- (30) removing tie leaves by hand;
- (31) repetitive rubber stamping or serial numbering, where no discretion is involved;
- (32) setting up by hand ready-made cardboard or fibre board boxes or similar containers;
- (33) sorting or opening leaf for chewing tobacco;
- (34) sorting waste cigarettes, cigarette boxes or packets or wrapping material;
- (35) spraying tobacco other than by machine;
- (36) stacking, bulking or binning tobacco;
- (37) stemming or stripping tobacco leaves by hand other than for cigarettes;
- (38) stencilling;
- (39) stirring flavour ingredients;
- (40) turning over drying tobacco by hand;
- (41) untying butts by hand;
- (42) weighing to a set scale;
- (43) wrapping roll tobacco into paper;

„law” includes the common law;

„lye boiler” means an employee who is engaged in the process of lye boiling or soaking leaf in lye;

„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;

„military training” means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-sections (1) and (2) of section twenty-two, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

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

„mobile hoist operator, qualified,” means a mobile hoist operator who has had not less than three months’ experience;

„mobile hoist operator, unqualified,” means a mobile hoist operator who has had less than three months’ experience;

„motor vehicle” means, except in relation to a chauffeur, any power-driven vehicle used for conveying goods, other than travellers’ samples, and includes a mechanical horse but does not include a mobile hoist;

„night shift” means any period of work the major portion of which falls between 8 o’clock p.m. and 6 o’clock a.m.;

- "n masjiën bedien" 'n masjiën aansit of stop, enige nodige kleiner loopverstellings aan die masjiën maak en die werk wat deur die masjiën verrig word, noukeurig ondersoek en nasien;
- "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging op die hoeveelheid gedane werk gebaseer is;
- "rolmaker" 'n werknemer wat in diens is om gedraaide tabak in rolle van vereiste gewigte te rol;
- "seksieman" 'n werknemer, uitgesonderd 'n ambagsman, wat verantwoordelik is vir die doeltreffende werking van 'n groep masjiene wat direk gebruik word in die vervaardiging van die produkte van 'n bedryfsinrigting en wat kleiner herstelwerk of verstelwerk aan sodanige masjiene maak;
- "seksieman, gekwalifiseer," 'n seksieman met minstens drie jaar ondervinding;
- "seksieman, ongekwalifiseer" 'n seksieman met minder as drie jaar ondervinding;
- "senior besturende, professionele of administratiewe werknemer" 'n werknemer wat deur die werkgewer belas is met die verrigting van werk wat verantwoordelikhede meebring vir die neem van besluite van 'n professionele of administratiewe aard in die uitvoering van die werksaamhede van 'n bedryfsinrigting;
- "korttyd" 'n tydelike vermindering van die getal gewone werkers te wyte aan 'n slappe in die bedryf, 'n tekort aan grondstowwe, of aan die feit dat die masjinerie of installasie in die algemeen onklaar is, of dat die geboue werklik onklaar is of dreig om dit te word;
- "magasynman" 'n werknemer wat in beheer is van voorrade inkomende goedere of afgewerkte of deels afgewerkte produkte en wat verantwoordelik is vir die ontvangs, opberging, verpak en uitpak van goedere in 'n magasyn of pakhuis of aflewering van goedere uit 'n magasyn of pakhuis aan die verbruiksdepartemente in 'n bedryfsinrigting of vir versending;
- "onderbestuurder" 'n werknemer wat deur sy werkgewer belas is met—
- (a) die toesig oor, en
 - (b) die verantwoordelikheid vir die bestuur van
- die werksaamhede van 'n departement of afdeling of seksie van 'n bedryfsinrigting en die werknemers wat daarin in diens is;
- "toesighouer" 'n vroulike werknemer wat, onder die toesig van 'n voorman, aan die hoof staan van die vroulike werknemers in 'n bedryfsinrigting of 'n afdeling daarvan, wat kontrole uitoefen oor sodanige werknemers en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig;
- "Tabaknywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging, bereiding of verpakking van snuif, snuifblare, sigarette of pruim-, sigaret- of pyptabak wat in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of aan registrasie onderworpe is, en omvat dit alle werksaamhede wat met enigiens van voormelde werksaamhede in verband staan of daaruit voortspruit;
- "tabakverpakker" 'n werknemer wat gekerfde tabak of snuif in bottels, pakkies, sakkies, sakke of blikke wat nie meer as 10 lb. netto bevat nie, te verpak;
- "sleepwa" 'n vervoermiddel wat deur 'n motorvoertuig getrek word;
- "handelsreisiger" 'n werknemer wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting en ten behoeve van so 'n bedryfsinrigting bestellings werf, vra of soek;
- "handelsreisiger, gekwalifiseer," 'n handelsreisiger met minstens vier jaar ondervinding;
- "handelsreisiger, ongekwalifiseer," 'n handelsreisiger met minder as vier jaar ondervinding;
- "handelsreisiger se hulp" 'n werknemer wat 'n handelsreisiger vergesel en help met die inpak, uitpak of vertoon van sy monsters of advertensiebiljette en wat die motorvoertuig kan bestuur wat die handelsreisiger in die uitvoering van sy werk gebruik;
- "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 driewielmotorfiets, bromfiets, bromfiets of trapfiets met hulpmotor, die eie gewig geag word hoogstens 1,000 lb. te wees;
- "loon" die bedrag aan 'n werknemer ingevolge klousule 3 (1) betaalbaar vir sy gewone werke soos voorgeskryf by klousule 5: Met dien verstande dat, as 'n werkgewer sy werknemer vir gewone werke gereeld 'n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit dié hoër bedrag beteken;
- "wag" 'n werknemer wat persele of ander eiendom bewaak.

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

- "operating a machine" means starting or stopping a machine, making any necessary minor running adjustments to the machine and scrutinising and checking the work done by the machine;
- "piece-work" means any system under which an employee's remuneration is based on the quantity of work done;
- "roll maker" means an employee who is engaged in rolling twisted tobacco into rolls of required weights;
- "sectionman" means an employee, other than an artisan, who is responsible for the efficient running of a group of machines used directly in the manufacture of the products of an establishment and who makes minor repairs or adjustments to such machines;
- "sectionman, qualified," means a sectionman who has had not less than three years' experience;
- "sectionman, unqualified," means a sectionman who has had less than three years' experience;
- "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;
- "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a general breakdown of plant or machinery or an actual breakdown or threatened breakdown of buildings;
- "storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or a warehouse to the consuming departments in an establishment or for despatch;
- "sub-manager" means an employee who is charged by his employer with—
- (a) the supervision over, and
 - (b) the responsibility for the direction of,
- the activities of a department or division or section of an establishment and the employees engaged therein;
- "supervisor" means a female employee who, under the supervision of a foreman, is in charge of the female employees in an establishment or a department thereof, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;
- "Tobacco Manufacturing Industry" means the industry in which employers and employees are associated for the manufacture, preparation or packing of snuff, snuff leaf, cigarettes or chewing, cigarette or pipe tobacco in establishments which are registered or liable for registration under the Factories, Machinery and Building Work Act, 1941, and includes all operations incidental to or consequent on any of the foregoing activities;
- "tobacco packer" means an employee who is engaged in packing cut tobacco or snuff into bottles, packets, pouches, bags or tins intended to contain not more than 10 lb. net;
- "trailer" means any conveyance drawn by a motor vehicle;
- "traveller" means an employee who, as a travelling representative of an establishment and on behalf of such establishment, invites, canvasses or solicits orders;
- "traveller, qualified," means a traveller who has had not less than four years' experience;
- "traveller, unqualified," means a traveller who has had less than four years' experience;
- "traveller's assistant" means an employee who accompanies a traveller and assists him in packing, unpacking or displaying his samples or advertising posters and who may drive the motor vehicle used by the traveller in the performance of his duties;
- "unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: 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.;
- "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;
- "watchman" means an employee engaged in guarding premises or other property.

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

3. BESOLDIGING.

(1) Die minimum loon wat 'n werkgever elke lid van ondergenoemde klasse van sy werknemers moet betaal, moet wees soos hieronder uiteengesit:—

(a) Werknemers, uitgesonderd los werknemers:—

(i) Werknemers in diens in of in verband met die vervaardiging, voorbereiding of verpakking van sigarette of snuif:—

	In die Landdrosdistrik die Kaap.	In die Landdrosdistrik Paarl.	In alle ander gebiede.
	Per week. R s	Per week. R s	Per week. R s
Assistent-toesighouer.....	9.00	8.50	8.50
Ondersoeker, gekwalifiseer.....	8.20	8.05	8.05
Ondersoeker, ongekwalifiseer—			
gedurende die eerste drie maande ondervinding.....	7.50	7.00	7.05
gedurende die tweede drie maande ondervinding.....	7.85	7.55	7.55
Werknemer, graad I, gekwalifiseer.....	7.50	7.05	7.05
Werknemer, graad I, ongekwalifiseer—			
gedurende die eerste ses maande ondervinding.....	4.65	4.25	4.25
gedurende die tweede ses maande ondervinding.....	5.30	4.95	4.95
gedurende die derde ses maande ondervinding.....	6.05	5.65	5.65
gedurende die vierde ses maande ondervinding.....	6.70	6.35	6.35
Seksieman, gekwalifiseer.....	12.00	12.00	12.00
Seksieman, ongekwalifiseer—			
gedurende die eerste jaar ondervinding.....	7.00	7.00	7.00
gedurende die tweede jaar ondervinding.....	8.00	8.00	8.00
gedurende die derde jaar ondervinding.....	10.00	10.00	10.00
Toesighouer.....	11.00	10.50	10.50

(i) Employees employed in or in connection with the manufacture, preparation or packing of cigarettes or snuff:—

	In the Magisterial District of the Cape.	In the Magisterial District of Paarl.	In All Other Areas.
	Per Week. R c	Per Week. R c	Per Week. R c
Assistant supervisor.....	9.00	8.50	8.50
Examiner, qualified.....	8.20	8.05	8.05
Examiner, unqualified—			
during the first three months of experience.....	7.50	7.00	7.05
during the second three months of experience.....	7.85	7.55	7.55
Grade I employee, qualified.....	7.50	7.05	7.05
Grade I employee, unqualified—			
during the first six months of experience.....	4.65	4.25	4.25
during the second six months of experience.....	5.30	4.95	4.95
during the third six months of experience.....	6.05	5.65	5.65
during the fourth six months of experience.....	6.70	6.35	6.35
Sectionman, qualified.....	12.00	12.00	12.00
Sectionman, unqualified—			
during the first year of experience.....	7.00	7.00	7.00
during the second year of experience.....	8.00	8.00	8.00
during the third year of experience.....	10.00	10.00	10.00
Supervisor.....	11.00	10.50	10.50

(ii) Werknemers in diens in of in verband met die vervaardiging, voorbereiding of verpakking van pruimtabak:—

	In die munisipale gebied van Oudtshoorn.	In die landdrosdistrik Albanie.	In alle ander gebiede.
	Per week. R s	Per week. R s	Per week. R s
Versendingsverpakker.....	3.55	2.50	3.25
Handdraaier, vroulik.....	3.05	2.05	2.85
Handdraaier, manlik.....	3.55	2.50	3.25
Loogkoker.....	4.12½	3.00	4.00
Rollmaker.....	5.00	3.60	4.60

(ii) Employees employed in or in connection with the manufacture, preparation or packing of chewing tobacco:—

	In the Municipal Area of Oudtshoorn.	In the Magisterial District of Albany.	In All Other Areas.
	Per Week. R c	Per Week. R c	Per Week. R c
Despatch packer.....	3.55	2.50	3.25
Hand twister, female.....	3.05	2.05	2.85
Hand twister, male.....	3.55	2.50	3.25
Lye boiler.....	4.12½	3.00	4.00
Roll maker.....	5.00	3.60	4.60

(iii) Alle ander werknemers in die Tabaknywerheid.

	In die landdros- distrik die Kaap.	In die landdros- distrik Paarl.	In die landdros- distrik Durban.	In die munisipale gebied van Oudtshoorn.	In die landdros- distrik Albanie.	In alle ander gebiede.
	Per week. R s	Per week. R s	Per week. R s	Per week. R s	Per week. R s	Per week. R s
Ambagsman.....	17.25	17.25	17.25	17.25	17.25	17.25
Assistent-voorman.....	14.00	14.00	14.00	10.00	10.00	10.00
Ketelbediener.....	5.15	4.75	4.75	4.12½	3.00	4.00
Ondervoorman.....	6.75	6.50	6.50	6.00	5.50	5.75
Chauffeur.....	6.00	6.00	6.00	6.00	6.00	6.00
Klerk, vrou, gekwalifiseer.....	10.15	8.31	10.15	6.92½	6.00	6.00
Klerk, vrou, ongekwalifiseer—						
gedurende die eerste jaar ondervinding.....	6.00	4.62	6.00	4.15	3.92½	3.92½
gedurende die tweede jaar ondervinding.....	7.04	5.54	7.04	4.62	4.27	4.27
gedurende die derde jaar ondervinding.....	8.06	6.46	8.06	5.31	4.84	4.84
gedurende die vierde jaar ondervinding.....	9.12	7.38	9.12	6.12	5.42½	5.42½
Klerk, man, gekwalifiseer.....	13.85	12.00	13.85	10.85	9.92½	9.92½
Klerk, man, ongekwalifiseer—						
gedurende die eerste jaar ondervinding.....	6.46	4.62	6.46	4.15	3.92½	3.92½
gedurende die tweede jaar ondervinding.....	7.85	6.00	7.85	5.31	4.84	4.84
gedurende die derde jaar ondervinding.....	9.23	7.38	9.23	6.69	6.00	6.00
gedurende die vierde jaar ondervinding.....	10.62	8.77	10.62	8.08	7.16	7.16
gedurende die vyfde jaar ondervinding.....	12.00	10.15	12.00	9.46	8.53	8.53
Drywer van 'n voertuig deur diere getrek.....	5.15	4.75	4.75	3.55	2.50	3.25
Bestuurder van 'n motorvoertuig waarvan die eie gewig tesame met die eie gewig van enige sleepwa of sleep- waens wat deur so 'n voertuig getrek word—						
(i) nie meer is as 1,000 lb. nie.....	5.00	4.50	5.00	4.50	4.50	4.50
(ii) meer as 1,000 lb. maar nie meer as 6,000 lb. is nie.....	8.50	6.00	8.50	6.00	6.00	6.00
(iii) meer as 6,000 lb. maar nie meer as 10,000 lb. is nie.....	10.50	8.00	10.50	8.00	8.00	8.00
(iv) meer as 10,000 lb. is.....	14.00	12.00	14.00	12.00	12.00	12.00
Voorman.....	18.00	18.00	18.00	14.00	14.00	14.00
Werknemer, graad II, gekwalifiseer.....	6.50	6.00	6.00	5.57½	5.00	5.27½
Werknemer, graad II, ongekwalifiseer—						
gedurende die eerste ses maande ondervinding.....	4.65	4.25	4.25	3.05	2.00	2.75
gedurende die tweede ses maande ondervinding.....	5.25	4.80	4.80	3.85	3.00	3.55
gedurende die derde ses maande ondervinding.....	5.85	5.40	5.40	4.65	4.00	4.35
Werknemer, graad III, gekwalifiseer.....	5.50	5.15	5.15	4.57½	4.00	4.27½
Werknemer, graad III, ongekwalifiseer—						
gedurende die eerste ses maande ondervinding.....	4.65	4.25	4.25	3.05	2.00	2.75
gedurende die tweede ses maande ondervinding.....	5.05	4.70	4.70	3.80	3.00	3.50
Algemene werksman.....	9.00	8.00	9.00	7.00	6.00	7.00
Arbeider, vrou.....	3.72½	3.40	3.40	2.75	1.80	2.50
Arbeider, man, onder 18 jaar.....	3.50	3.20	3.20	2.30	1.50	2.07½
Arbeider, man, 18 jaar en ouer.....	4.65	4.25	4.25	3.05	2.00	2.75
Bediener van mobiele hyskraan, gekwalifiseer.....	6.50	6.00	6.00	5.57½	5.00	5.27½
Bediener van mobiele hyskraan, ongekwalifiseer.....	5.75	5.25	5.25	4.75	4.25	4.45
Handelsreisiger, gekwalifiseer.....	23.07½	23.07½	23.07½	23.07½	23.07½	23.07½
Handelsreisiger, ongekwalifiseer—						
gedurende die eerste jaar ondervinding.....	13.85	13.85	13.85	13.85	13.85	13.85
gedurende die tweede jaar ondervinding.....	16.15	16.15	16.15	16.15	16.15	16.15
gedurende die derde jaar ondervinding.....	18.46	18.46	18.46	18.46	18.46	18.46
gedurende die vierde jaar ondervinding.....	20.77	20.77	20.77	20.77	20.77	20.77
Handelsreisiger se hulp.....	7.00	7.00	7.00	7.00	7.00	7.00
Wag.....	5.15	4.75	4.75	3.55	2.50	3.25
Werknemer wat nie elders in hierdie klousule spesifiek genoem is nie.....	5.75	5.50	5.50	5.00	4.00	4.75

(iii) All other employees in the Tobacco Manufacturing Industry:—

	In the Magisterial District of the Cape.	In the Magisterial District of Paarl.	In the Magisterial District of Durban.	In the Municipal Area of Oudtshoorn.	In the Magisterial District of Albany.	In All Other Areas.
	Per Week. R c	Per Week. R c	Per Week. R c	Per Week. R c	Per Week. R c	Per Week. R c
Artisan.....	17.25	17.25	17.25	17.25	17.25	17.25
Assistant foreman.....	14.00	14.00	14.00	10.00	10.00	10.00
Boiler attendant.....	5.15	4.75	4.75	4.12½	3.00	4.00
Chargehand.....	6.75	6.50	6.50	6.00	5.50	5.75
Chauffeur.....	6.00	6.00	6.00	6.00	6.00	6.00
Clerk, female, qualified.....	10.15	8.31	10.15	6.92½	6.00	6.00
Clerk, female, unqualified—						
during the first year of experience.....	6.00	4.62	6.00	4.15	3.92½	3.92½
during the second year of experience.....	7.04	5.54	7.04	4.62	4.27	4.27
during the third year of experience.....	8.06	6.46	8.06	5.31	4.84	4.84
during the fourth year of experience.....	9.12	7.38	9.12	6.12	5.42½	5.42½
Clerk, male, qualified.....	13.85	12.00	13.85	10.85	9.92½	9.92½
Clerk, male, unqualified—						
during the first year of experience.....	6.46	4.62	6.46	4.15	3.92½	3.92½
during the second year of experience.....	7.85	6.00	7.85	5.31	4.84	4.84
during the third year of experience.....	9.23	7.38	9.23	6.69	6.00	6.00
during the fourth year of experience.....	10.62	8.77	10.62	8.08	7.16	7.16
during the fifth year of experience.....	12.00	10.15	12.00	9.46	8.53	8.53
Driver of an animal-drawn vehicle.....	5.15	4.75	4.75	3.55	2.50	3.25
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	4.50	5.00	4.50	4.50	4.50
(ii) exceeds 1,000 lb. but does not exceed 6,000 lb....	8.50	6.00	8.50	6.00	6.00	6.00
(iii) exceeds 6,000 lb. but does not exceed 10,000 lb..	10.50	8.00	10.50	8.00	8.00	8.00
(ix) exceeds 10,000 lb.....	14.00	12.00	14.00	12.00	12.00	12.00

	In the Magisterial District of The Cape.	In the Magisterial District of Paarl.	In the Magisterial District of Durban.	In the Municipal Area of Oudtshoorn.	In the Magisterial District of Albany.	In All Other Areas.
	Per Week. R c	Per Week. R c	Per Week. R c	Per Week. R c	Per Week. R c	Per Week. R c
Foreman.....	18.00	18.00	18.00	14.00	14.00	14.00
Grade II employee, qualified.....	6.50	6.00	6.00	5.57½	5.00	5.27½
Grade II employee, unqualified—						
during the first six months of experience.....	4.65	4.25	4.25	3.05	2.00	2.75
during the second six months of experience.....	5.25	4.80	4.80	3.85	3.00	3.55
during the third six months of experience.....	5.85	5.40	5.40	4.65	4.00	4.35
Grade III employee, qualified.....	5.50	5.15	5.15	4.57½	4.00	4.27½
Grade III employee, unqualified—						
during the first six months of experience.....	4.65	4.25	4.25	3.05	2.00	2.75
during the second six months of experience.....	5.05	4.70	4.70	3.80	3.00	3.50
Handyman.....	9.00	8.00	9.00	7.00	6.00	7.00
Labourer, female.....	3.72½	3.40	3.40	2.75	1.80	2.50
Labourer, male, under the age of 18 years.....	3.50	3.20	3.20	2.30	1.50	2.07½
Labourer, male, of the age of 18 years or over.....	4.65	4.25	4.25	3.05	2.00	2.75
Mobile hoist operator, qualified.....	6.50	6.00	6.00	5.57½	5.00	5.27½
Mobile hoist operator, unqualified.....	5.75	5.25	5.25	4.75	4.25	4.45
Traveller, qualified.....	23.07½	23.07½	23.07½	23.07½	23.07½	23.07½
Traveller, unqualified—						
during the first year of experience.....	13.85	13.85	13.85	13.85	13.85	13.85
during the second year of experience.....	16.15	16.15	16.15	16.15	16.15	16.15
during the third year of experience.....	18.46	18.46	18.46	18.46	18.46	18.46
during the fourth year of experience.....	20.77	20.77	20.77	20.77	20.77	20.77
Traveller's assistant.....	7.00	7.00	7.00	7.00	7.00	7.00
Watchman.....	5.15	4.75	4.75	3.55	2.50	3.25
Employee not elsewhere in this clause specifically mentioned.....	5.75	5.50	5.50	5.00	4.00	4.75

(b) *Los werknemer.*—'n Los werknemer moet vir elke dag of deel van 'n dag diens minstens een-vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag, wat dieselfde klas werk verrig as wat van die los werknemer vereis word: Met dien verstande dat, as die werkgever 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” die weekloon voorgeskryf vir 'n gekwalifiseerde werknemer van dié klas beteken en voorts met dien verstande dat, as die werkgever vereis dat sy los werknemer 'n tydperk van hoogstens vier opeenvolgende ure op enige dag werk, sy voorgeskrewe loon met 50 persent verminder kan word.

(c) Ondanks andersluidende bepalings in hierdie subklousule moet die loon van 'n handelsreisiger se hulp van wie dit nie vereis word of wat nie toegelaat word nie om die motorvoertuig te bestuur wat gebruik word in die uitvoering van sy pligte deur die reisiger wat hy vergesel, minstens R5.60 per week wees.

(d) Die loon van 'n werknemer wat nagskof werk moet minstens sy dagloon plus 10 persent wees vir elke nagskof gewerk.

(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 bepaling van klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat in subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word en wel ongeag die vraag of hy in so 'n week die maksimum getal gewone werkeure wat ingevolge klousule 5 vir hom geld, dan wel minder, gewerk het.

(3) *Differensiële loon.*—'n Werkgever 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—

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

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

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

(i) in die geval in paragraaf (a) vermeld, minstens die dagloon bereken teen die hoër skaal, en

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

Met dien verstande dat—

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

(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.

(c) Notwithstanding anything to the contrary in this sub-clause, the wage of a traveller's assistant, who is not required or permitted to drive the motor vehicle used in the performance of his duties by the traveller whom he accompanies, shall be not less than five rand sixty cents per week.

(d) The wage of an employee who works on night shift shall be not less than his daily wage plus ten per cent for each night shift worked.

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

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

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

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

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

Provided—

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

(ii) tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling so uitgelê moet word dat dit 'n werkgewer belet om van 'n werknemer te vereis dat hy 'n 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—

(i) vyf, as hy 'n werkweek van vyf dae werk;

(ii) ses, as hy 'n werkweek van ses dae werk;

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

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

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

(a) aan 'n handelsreisiger wat van sy werkgewer se motorvoertuig gebruik maak of van wie vereis word dat hy per trein of met enige andere vervoermiddel as sy eie reis, moet sy werkgewer hom alle redelike uitgawes vergoed wat hy by die uitvoering van sy pligte in verband met sodanige vervoer aangaan, en by die toepassing van hierdie subklousule word die koste van die oornagstalling van 'n motorvoertuig as 'n vervoeruitgawe beskou;

(b) aan 'n handelsreisiger van wie vereis word dat hy self 'n motorvoertuig vir die uitvoering van sy pligte verskaf, moet sy werkgewer hom 'n vervoertoelae betaal van minstens sewe sent vir elke myl wat hy in die uitvoering van sy pligte afgelê het.

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

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

(i) moet sy werkgewer hom alle redelike uitgawes vergoed wat hy in iedere sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangaan;

(ii) moet sy werkgewer hom 'n verblyftoelae van minstens twee rand vyftig sent vir iedere nag betaal, as so 'n afwesigheid oor een of meer nagte strek;

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

(i) moet sy werkgewer hom alle redelike uitgawes vergoed wat hy in iedere sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangaan;

(ii) moet sy werkgewer hom 'n verblyftoelae van minstens vyftig sent vir elke nag betaal, as so 'n afwesigheid oor een of meer nagte strek:

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

(7) (a) 'n Werkgewer moet alle toelae en uitgawes wat ingevolge subklousule (5) en (6) aan 'n werknemer betaalbaar is, aan hom betaal binne sewe dae nadat die werknemer dit skriftelik geëis het: Met dien verstande dat 'n werknemer iedere sodanige eis indien binne een maand vanaf die tydstip waarop hy daartoe geregtig geword het maar dat hy nie meer as een eis in 'n week indien nie.

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

(i) in die geval van 'n eis ingevolge subklousule (5) (a), die soort vervoer en die vervoerkoste of die aard van alle ander uitgawes waarvoor hy vergoeding eis;

(ii) in die geval van 'n eis ingevolge subklousule (5) (b), die mylstand wat hy elke dag afgelê het, watter plekke besoek is en, uitgesonderd in munisipale gebiede, die gevolgde roete;

(iii) in die geval van 'n eis ingevolge subklousule (6), die tyd waarop elke tydperk van afwesigheid begin en geëindig het,

en ten einde aan so 'n vereiste te kan voldoen, moet so 'n handelsreisiger gepaste aantekeninge hou.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalinge van klousules 3 (7) en 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

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

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

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

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

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

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

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

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

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

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

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

(i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;

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

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

(i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;

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

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

(7) (a) Any allowances and expenses payable to an employee in terms of sub-clauses (5) and (6) shall be paid by an employer within seven days of the employee's written claim therefor: Provided that an employee shall submit any such claims within one month of entitlement but shall not submit more than one claim in any one week.

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

(i) in respect of any claim in terms of sub-clause (5) (a), the mode of travel employed and the transport expenses incurred or the nature of any other expense for which reimbursement is claimed;

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

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

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

4. PAYMENT OF REMUNERATION.

(1) *Employees Other Than Casual Employees.*—Save as provided in clauses 3 (7) and 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

die inrigting so 'n werknemer gewoonlik betaal, of by diens-beëindiging as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëde koevert of houer wees waarop aangegee word, of wat vergesel gaan van 'n staat wat die volgende aantoon:—

- (a) Die werkgewer se naam;
- (b) die werknemer se naam of sy nommer in die betaalstaat en sy beroep;
- (c) die getal gewone werkure wat die werknemer gewerk het;
- (d) die getal ure wat die werknemer oortyd gewerk het;
- (e) die werknemer se loon;
- (f) die werknemer se lewenskostetoelae;
- (g) die besonderhede omtrent enige ander besoldiging wat voortspruit uit die werknemer se diens;
- (h) besonderhede omtrent enige bedrae wat afgetrek is;
- (i) die werklike bedrag wat aan die werknemer betaal word, en
- (j) die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer 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 betaling mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgewer gedoen 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) *Etes en huisvesting.*—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 huisvesting geniet of eet en huisvesting geniet nie.

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

- (a) met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystand-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledegeld van vakverenigings;
- (b) behoudens andersluidende bepalings in hierdie Vasstelling, wanneer 'n werknemer om 'n ander rede as op 'las of versoek van sy werkgewer uit sy werk afwesig is, 'n bedrag eweredig met 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;
- (c) iedere bedrag wat 'n werkgewer by wet of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) wanneer 'n werknemer daarmee instem, of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word, om etes en huisvesting of etes of huisvesting van sy werkgewer aan te neem. 'n bedrag hoogstens gelyk aan onderstaande bedrae—

	Per week	Per maand.
	R c	R c
(i) Etes.....	0.40	1.73
(ii) Huisvesting.....	0.20	0.87
(iii) Etes en huisvesting.....	0.60	2.60

(e) Wanneer die gewone werkure in klousule 5 voorgeskryf weens korttyd verminder word, 'n bedrag gelyk aan die werknemer (uitgesonderd 'n los werknemer) se uurloon vir elke uur van sodanige vermindering: Met dien verstande dat—

- (i) sodanige aftrekking, ongeag die getal ure waarmee die gewone werkure aldus verminder word, hoogstens gelyk aan ses vier-en-veertigstes van die werknemer se weekloon is;
- (ii) geen aftrekking ten opsigte van korttyd wat deur 'n slapte 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;
- (iii) ten opsigte van korttyd weens die feit dat die masjinerie of installasie in die algemeen onklaar is, of die geboue ten gevolge van 'n ongeluk of ander onvoorsiene omstandigheid onklaar 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 beskikbaar sal wees nie;
- (f) ten opsigte van 'n ander openbare vakansiedag as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte dag of Kersdag waarop die werknemer op eie versoek toegelaat word om nie te werk nie, 'n bedrag gelyk aan sy dagloon;
- (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 Naturelledorp onder die beheer van so 'n Raad of ander plaaslike bestuur, bewoon.

for such employee or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in an envelope or container, on which shall be recorded, or which shall be accompanied by a statement showing—

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

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

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

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

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

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

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

- (a) with the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;
- (b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (c) a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;
- (d) whenever an employee agrees, or is required in terms of the 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—

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

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

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

(a) in 'n bedryfsinrigting met 'n werkweek van ses dae—

- (i) vier-en-veertig in 'n week van Maandag tot en met Saterdag; en
- (ii) behoudens die bepalings van subparagraaf (i) hiervan, agt op 'n dag;

(b) in 'n bedryfsinrigting met 'n werkweek van vyf dae—

- (i) vier-en-veertig in 'n week van Maandag tot en met Vrydag; en
- (ii) behoudens die bepalings van subparagraaf (i) hiervan, nege en 'n kwart op 'n dag.

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

(3) 'n Werkgewer mag nie vereis of toelaat dat sy wag meer gewone ure werk nie as—

- (a) agt-en-veertig in 'n week; en
- (b) behoudens die bepalings van paragraaf (a) hiervan, tien uur op enige dag;

Met dien verstande dat—

(i) daar nie van 'n wag vereis word of hy nie toegelaat word om op meer as ses dae in 'n week gewone werkure te werk nie;

(ii) by die toepassing van hierdie subklousule, die uitdrukking „dag” enige tydperk van vier-en-twintig agtereenvolgende ure beteken, gereken vanaf die tydstop dat die wag begin werk.

(4) *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 die pouse word geag geen deel van die gewone werkure of oortydwerk te wees nie. Met dien verstande dat—

- (i) werktye wat onderbreek word deur pouses van minder as 'n uur, as aanenlopend beskou word;
- (ii) as so 'n pouse langer as 'n uur is, elke tydperk van meer as een en 'n kwart uur as tyd waarin daar gewerk is, beskou word;
- (iii) 'n motorvoertuigbestuurder 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 as sou hy nie in die pouse gewerk het nie;
- (iv) '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 die ooreenkoms by die Afdelingsinspekteur, Departement van Arbeid, van sy gebied ingedien het, kan die etenspouse aldus verkort word.

(5) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens tien minute toestaan wat so na as doenlik—

- (a) aan die middel van elke eerste werktydperk in 'n dag is;
- (b) in die middel van elke tweede werktydperk van 'n dag waar sodanige tydperk langer as drie uur is;

en in sodanige pouse mag sodanige werknemer nie verplig of toegelaat word om enige werk te verrig nie, en so 'n pouse word beskou as deel van die gewone werkure van sodanige werknemer.

(6) *Werkure moet opeenvolgend wees.*—Behoudens die bepalings van subklousules (4) en (5), moet alle werkure van 'n werknemer op iedere dag opmekaar volg.

(7) *Oortyd.*—Alle tyd wat 'n werknemer langer as die getal gewone werkure in subklousules (1), (2) en (3) voorgeskryf, gewerk het, word as oortyd gereken.

(8) *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—

(i) gedurende die tydperk wat op die eerste Maandag in Oktober begin en op die eerste Saterdag na Gelofte-dag eindig, die weeklikse beperking verhoog kan word tot 12 uur;

(ii) 'n werknemer wat 'n werkweek van vyf dae werk, op 'n Saterdag tot vier uur oortyd kan werk maar dan so dat tien uur of twaalf uur, na gelang van die geval, in so 'n week nie te bowe gegaan word nie.

(9) *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 hoogstens vier uur oortyd mag werk;
- (d) op meer as drie opeenvolgende dae in 'n week oortyd werk nie;

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 or a watchman to work more ordinary hours of work than—

(a) in the case of an establishment which observes a six-day week—

- (i) forty-four in any week from Monday to Saturday inclusive; and
- (ii) subject to sub-paragraph (i) hereof, eight on any day

(b) in the case of an establishment which observes a five-day week—

- (i) forty-four 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 on any day.

(3) An employer shall not require or permit his watchman to work more ordinary hours of work than—

- (a) forty-eight in any week; and
- (b) subject to paragraph (a) hereof, ten hours on any day;

Provided—

(i) that a watchman shall not be required or permitted to work ordinary hours of work on more than six days in any week;

(ii) that for the purposes of this sub-clause the expression “day” means any period of twenty-four consecutive hours reckoned from the time the watchman commences work.

(4) *Meal Intervals.*—An employer shall not require or permit a 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 Division Inspector, Department of Labour, for his area, the meal interval may be so reduced.

(5) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes as near as practicable—

(a) in the middle of each first work period in a day;

(b) in the middle of each second work period in a day where such period is longer than three hours;

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.

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

(7) *Overtime.*—All time worked in excess of the number of ordinary hours of work prescribed in sub-clauses (1), (2) and (3) shall be deemed to be overtime.

(8) *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—

(i) that during the period commencing on the first Monday in October and ending on the first Saturday after the Day of the Covenant the weekly limitation may be increased to twelve hours;

(ii) that an employee who works a five-day week may work up to four hours overtime on a Saturday so that ten hours or twelve hours, as the case may be, are not exceeded in such week.

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

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

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

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

- (e) op meer as sestig dae in 'n jaar oortyd werk nie;
 (f) na voltooiing van haar gewone werkdag, 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.

(10) *Betaling vir oortyd.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen 'n skaal van minstens die volgende—

- (a) wat 'n los werknemer betref, een en 'n derde maal sy dagloon gedeel deur agt vir elke uur of gedeelte van 'n uur wat aldus op enige dag gewerk is;
 (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 dag 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 lewens-
 kostetoelae beteken.

(11) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule geld nie vir 'n handelsreisiger of 'n handelsreisiger se hulp nie.

(b) Die bepalinge van hierdie klousule geld nie vir 'n vooran of vir 'n senior besturende, professionele of administratiewe werknemer of vir 'n onderbestuurder indien en terwyl so 'n werknemer gereeld 'n besoldiging teen 'n loon van minstens R1,560 per jaar ontvang nie: Met dien verstande dat 'n lewens-
 kostetoelae 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 (4), (5), (6) en (8) geld nie vir 'n manlike werknemer terwyl hy noodwerk verrig of vir 'n chauffeur nie.

(d) Die bepalinge van subklousules (4), (5) en (8) is nie van toepassing op 'n wag nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werknemer aan sy werknemer, uitgesonderd 'n los werknemer, op iedere voltooiende tydperk van twaalf maande in sy diens verlof soos volg oestaan:—

- (a) Wat 'n handelsreisiger of 'n handelsreisiger se hulp betref, een-en-twintig opeenvolgende kalenderdae verlof;
 (b) aan iedere ander werknemer, veertien opeenvolgende kalenderdae verlof,

n moet hy so 'n werknemer ten aansien van sodanige verlof soos volg betaal:—

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

Met dien verstande dat by die toepassing van hierdie klousule, die weekloon van 'n handelsreisiger wat kommissiewerk doen, bereken word deur die besoldiging wat kragtens sy ooreenkoms ngevolg klousule 9 (7) aan hom betaalbaar is ten opsigte van die drie maande onmiddellik voor die datum waarop die verlof om toekom, deur dertien te deel of, indien hy minder as drie naande aldus gewerk het, deur die totale besoldiging wat aldus vir sodanige dienstrydperk aan hom betaalbaar is, te deel deur die getal voltooiende weke in so 'n tydperk: Met dien verstande oorts 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 Fabrieke, Masjinerie en Bouwerk, 1941.

(2) Die verlof voorgeskryf in subklousule (1) moet toegestaan word op 'n tyd wat die werkgewer bepaal: Met dien verstande lat—

- (i) 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 dat, as die werkgewer en die werknemer skriftelik daartoe ooreenkom voor die genoemde tydperk van vier maande, die werkgewer sodanige verlof aan die werknemer moet toestaan vanaf 'n datum nie later nie as twee maande na die vervaldatum van die genoemde tydperk van vier maande;
 (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) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-
 dag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag 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 diens waarop die verloftyd betrekking het, van sodanige tydperk van verlof kan aftrek.

- (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.

(10) *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 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.

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

(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 (4), (5), (6) and (8) shall not apply to a male employee while he is engaged on emergency work or to a chauffeur.

(d) The provisions of sub-clauses (4), (5) and (8) shall not apply to a watchman.

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 traveller or a traveller's assistant, twenty-one consecutive calendar days' leave;
 (b) in the case of every other employee, fourteen consecutive calendar days' leave;

and shall pay such employee in respect of such leave—

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

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

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

- (i) that, if such leave has not been granted earlier, it shall 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 his daily wage in respect of each such day added;
 (iv) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates.

(3) Die besoldiging ten opsigte van die verlof voorgeskryf in subklousule (1) moet nie later as op die eerste werkdag voor die aanvangsdatum van die verlof betaal word.

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

- (a) Wat 'n werknemer in paragraaf (a) van subklousule (1), vermeld, betref, 'n kwart van die weekloon en,
- (b) wat 'n werknemer in paragraaf (b) van subklousule (1) betref, 'n 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 verlof tyd wat hy ingevolge die vierdie voorbehoudsbepalings van 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 het 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 'n rede wat vir sodanige ontslag sonder kennisgewing regtens genoegsaam is,

op geen betaling kragtens hierdie subklousule geregtig is nie.

(5) 'n Werknemer wat geregtig geword het op '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” gereken om elke tydperk te omvat ten opsigte waarvan 'n werkgewer ingevolge klousule 12 'n werknemer betaal in plaas van sy diens op te sê en teweens alle tydperke waarin 'n werknemer afwesig is—

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

en wel tot 'n totaal in enige jaar van hoogstens tien weke ten opsigte van items (a), (b) en (c), plus enige tydperk van militêre opleiding wat hy in dié jaar ondergaan het, en die diens word geag om soos volg te begin:—

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

(7) (a) Ondanks andersluidende bepalinge 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 kragtens die derde voorbehoudsbepaling van subklousule (2) daarby gevoeg moet word.

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting ingevolge paragraaf (a) nie op 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) genoem, 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 bepalinge 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 werk, minstens twintig werkdade, en
- (b) in die geval van enige ander werknemer, minstens vier-entwintig werkdade—

(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.

(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 date of 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 any other employee, not less than twenty-four work days.

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 dat—

- (i) gedurende die eerste vier-en-twintig opeenvolgende maande diens, 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as wat 'n werknemer met 'n werkweek van vyf dae betref, een werkdag ten opsigte van 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 in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdag, 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 loon nie die koers van aanwas soos uiteengesit in die eerste voorbehoud van hierdie subklousule te bowe hoef te gaan nie;
- (iii) indien 'n werkgever ingevolge enige wet, geld vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige geld 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) 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 bepalinge van hierdie klousule nie geld nie;
- (v) die loon wat aan 'n handelsreisiger wat kommissiewerk doen of aan 'n werknemer wat stukwerk verrig, betaalbaar is ten opsigte van enige tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule, bereken word op die 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 'n tydperk wat strek oor meer as drie opeenvolgende kalenderdae, kan hy vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n geneesheer onderteken 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 en tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar 'n werkgever moet, as hy dit nie reeds gedoen het nie, by floop van vermeldde tydkring of by diensbeëindiging voor sodanige afloop, hom ten opsigte van die langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat by sodanige afloop of beëindiging aan hom toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

- (a) word die uitdrukking „diens” ook geag 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 items (i), (ii) en (iii), plus enige tydperk van militêre opleiding wat hy in dié jaar ondergaan het, en enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum van die inwerkingtrede van hierdie Vastelling word by die toepassing van hierdie klousule gereken as diens ingevolge hierdie Vastelling, en alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende so 'n tydperk toegestaan is, word geag ingevolge hierdie Vastelling 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 gereken word as ongeskiktheid 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 bepalinge van klousule 4 (6), moet 'n werknemer 'n werknemer wat op Nuwejaarsdag, Goeie Vrydag, Lemelvaartsdag, Gelofte-dag of Kersdag nie werk nie, minstens 'n weekloon betaal vir die week waarin so 'n dag val.

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

Provided—

- (i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work day in respect of each completed month of employment;
- (ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for twenty or twenty-four work days, as the case may be in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;
- (iii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;
- (iv) that, if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply;
- (v) that the wage payable to a traveller who is employed on commission work or to an employee who is employed on piece-work for any period of absence on sick leave in terms of this clause shall be calculated on the basis of 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 such 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) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk, moet sy werkgever hom, behoudens die bepalings van klousule 4 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer altesaam op so 'n dag werk. Met dien verstande dat, as daar vereis of toegelaat word dat die werknemer minder as vier uur op so 'n dag werk, daar geag word dat hy vier uur gewerk het.

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

(a) die werknemer soos volg betaal:—

- (i) As hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon, of
- (ii) as hy aldus vir 'n tydperk van meer as vier uur werk, minstens dubbel sy uurloon vir elke uur of gedeelte van 'n uur met betrekking tot die totale tydperk wat hy gewerk het op so 'n Sondag of minstens dubbel sy dagloon, wat ook al die grootste is, of

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

(1) Na minstens een week kennisgewing aan sy werknemer, uitgesonderd 'n handelsreisiger, kan 'n werkgever 'n stukwerkstelsel invoer en, behoudens die bepalings van klousule 4 (6), moet die werkgever die werknemer wat volgens so 'n stukwerkstelsel werk, besoldig teen die skaal wat volgens die 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 die week sou moes betaal het as hy hom op die grondslag van tyd gewerk, 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 moes betaal het as hy hom op die grondslag van tyd gewerk, betaal het.

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

(3) 'n Werkgever wat voornemens is om 'n bestaande stukwerkstelsel of die lone 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 bepalings 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.

(5) 'n Handelsreisiger wat by ooreenkoms met sy werkgever kommissiewerk onderneem, moet, voordat sodanige werk begin, deur sy werkgever voorsien word van 'n ware afskrif van die ooreenkoms of 'n verklaring waarin die bepalings van die ooreenkoms uiteengesit word en wat die volgende moet omvat:—

- (a) Die week- of maandloon aan die handelsreisiger betaalbaar, indien sodanige loon hoër is as dié wat in klousule 3 (1) vir so 'n handelsreisiger voorgeskryf word, asook die kommissieskaal of -skale en die voorwaardes waarop dit hom toeval;
- (b) die dag van die week of maand waarop die verdiende kommissie verskuldig en betaalbaar is;
- (c) die gebied waarin dit van die handelsreisiger vereis of toegelaat word om te werk;
- (d) die tipe, aard, getal, hoeveelheid of waarde van die bestelling (afsonderlik, weekliks, maandeliks of hoe ook al) wat die werkgever van tyd tot tyd bereid is om te aanvaar; en
- (e) die dag waarop die kommissie op bestellings wat die werkgever voor die afloop van die dienskontrak aanvaar het, betaal moet word: Met dien verstande dat sodanige betaal-dag uiters die laaste werkdag is van die kalendermaand wat volg op die maand waarin dié diens beëindig is.

(6) Die bepalings van die ooreenkoms in subklousule (5) vermeld, mag vir die handelsreisiger geldelik nie minder voordelig wees as hierdie Vasstelling nie: Met dien verstande dat 'n handelsreisiger wat kommissiewerk verrig, besoldig word op die vervalldag wat in die ooreenkoms bepaal word en in hierdie verband geld die bepalings van klousule 4 (1) nie vir sodanige betaling nie.

(7) Behoudens die bepalings van klousule 4 (6), moet 'n werkgever sy handelsreisiger wat kommissiewerk verrig, besoldig teen minstens die skaal waartoe hulle ooreengekom het: Met dien verstande dat, ongeag die getal of waarde van die bestellings wat die werkgever aanvaar, dié besoldiging van so 'n handelsreisiger vir iedere tydperk minstens soveel is as dié wat ingevolge klousule 3 (1) vir daardie tydperk aan hom verskuldig sou wees.

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

(3) 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 seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday, he shall be deemed to have worked for four hours.

(4) 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 AND COMMISSION WORK.

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

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

(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.

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

- (a) the weekly or monthly wage payable to the traveller, where such wage is higher than that prescribed in clause 3 (1) for such traveller, and the rate or rates of the commission and the conditions of entitlement thereto;
- (b) the day of the week or month on which commission earned is due and payable;
- (c) the area in which the traveller is required or permitted to work;
- (d) the type, description, number, quantity or value of order (individual, weekly, monthly or otherwise) which the employer is from time to time prepared to accept; and
- (e) the day of payment of commission in respect of order accepted by the employer before termination of the contract of employment: Provided that such day of payment shall be not later than the last work day of the calendar month succeeding the month during which employment was terminated.

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

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

(8) 'n Werkgewer of 'n handelsreisiger, wat voornemens is om 'n ooreenkoms aangaande kommissiewerk op te sê of oor 'n wysiging daarvan te onderhandel, moet van sodanige voorneme skriftelik kennis gee, en die kennisgewing mag nie korter wees as dié wat by klousule 12 vir die opsegging van die dienskontrak van so 'n handelsreisiger vereis word nie.

10. VERHOUDINGSYFER.

(1) 'n Werkgewer mag nie 'n ongekwalifiseerde werknemer in enige klas in diens neem tensy hy 'n gekwalifiseerde werknemer in daardie klas in sy diens het en vir elke gekwalifiseerde werknemer in sy diens in enige klas mag hy hoogstens een ongekwalifiseerde werknemer in daardie klas in diens neem: Met dien verstande dat 'n werkgewer hoogstens een ongekwalifiseerde graad III-werknemer in diens mag neem vir elke twee gekwalifiseerde graad III-werknemers in sy diens.

(2) 'n Werkgewer mag nie 'n assistent-voorman of 'n assistent-oesighouer in diens neem tensy hy onderskeidelik 'n voorman of 'n toesighouer in sy diens het.

(3) 'n Werkgewer mag nie 'n toesighouer in diens neem tensy hy 'n voorman in sy diens het.

(4) By die toepassing van hierdie klousule—

(a) kan 'n werkgewer of 'n bestuurder wat uitsluitlik of hoofsaaklik in diens is om die pligte van 'n voorman te verrig, as 'n voorman gereken word;

(b) kan 'n werkgewer of 'n bestuurder wat uitsluitlik of hoofsaaklik belas is met die pligte van 'n besondere klas werknemer vir watter klas werk 'n kwalifiserende tydperk voorgeskryf is, gereken word as 'n gekwalifiseerde werknemer in daardie klas;

(c) kan 'n ongekwalifiseerde werknemer wat 'n loon ontvang wat minstens die voorgeskrewe loon vir 'n gekwalifiseerde werknemer van sy klas en gebied is, gereken word as 'n gekwalifiseerde werknemer in daardie klas;

Met dien verstande dat 'n werkgewer of 'n bestuurder nie as sodanig gereken mag word vir meer as een klas werknemer op enige dag of in meer as een bedryfsinrigting op enige dag nie.

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

(1) 'n Werkgewer 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 en sindelike toestand hou; in enige sodanige uniform, oorpak of ander beskermende kledingstuk bly die eiendom van die werkgewer.

(2) 'n Werkgewer moet sy werknemer wat in diens is om loog te kook of in loog te week, gratis voorsien van geskikte beskermende bedekking vir die hande en voete van sodanige werknemer en sodanige bedekking so dikwels hernuwe as wat nodig nag wees om te verseker dat sodanige werknemer se hande en voete genoegsaam beskerm is.

12. BEÏNDIGING VAN DIENSKONTRAK.

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

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

(b) in die geval van 'n weeklikse werknemer, minstens een week na die eerste twee weke diens;

(c) in die geval van 'n maandelikse werknemer, minstens een maand na die eerste twee weke diens;

voortuit op te sê, of 'n werkgewer of 'n werknemer kan die kontrak sonder opsegging beëindig deurdat in plaas van opsegging die werkgewer aan die werknemer minstens die volgende betaal, of die werknemer aan die werkgewer minstens die volgende betaal of verbeur, na gelang van die geval—

(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;

(iii) in die geval van 'n maand kennisgewing, die maandloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat die volgende hierdeur onaangetas gelaat word:—

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

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

(iii) die werk 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 op die datum van die beëindiging reeds weens korttyd verminder is, die werkgewer hom betaal in plaas van sy diens op te sê, die uitdrukking „ten tyde van sodanige beëindiging ontvang” as „ten tyde van sodanige beëindiging sou ontvang het as geen afrekkings weens korttyd gemaak was nie” gereken word.

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

10. PROPORTION OR RATIO.

(1) An employer shall not employ an unqualified employee in any class unless he has in his employ a qualified employee in that class and for each qualified employee in his employ in any class he shall not employ more than one unqualified employee in that class: Provided that an employer shall not employ more than one unqualified grade III employee for each two qualified grade III employees in his employ.

(2) An employer shall not employ an assistant foreman or an assistant supervisor unless he has in his employ a foreman or a supervisor, respectively.

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

(4) 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 and area 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.

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

(1) 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.

(2) An employer shall supply free of charge to his employee who is engaged in lye boiling or lye soaking suitable protective covering for the hands and feet of such employee and renew such covering as often as may be necessary to ensure that such employee's hands and feet are adequately protected.

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 two weeks of employment, not less than twenty-four hours' notice;

(b) in the case of a weekly employee, not less than one week's notice after the first two weeks of employment;

(c) in the case of a monthly employee, not less than one month's notice after the first two weeks of employment;

to terminate the 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;

(iii) in the case of a month's notice, the monthly 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) Indien daar ingevolge die tweede voorbehoudsbepaling van subklousule (1), 'n ooreenkoms bestaan, moet die betaling of verbeuring in plaas van opsegging eweredig wees met die ooreengekome opseggingstermyn.

(3) Die opsegging in subklousule (1) voorgeskryf, kan op enige werkdag geskied: Met dien verstande dat—

(i) die opseggingstermyn nie mag saamval met, en die opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met verlof kragtens klousule 6, of enige tydperk van militêre opleiding nie;

(ii) opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 nie.

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

13. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkgever die betrokke werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat voorsien wat hoofsaaklik die vorm het soos in die bylae van hierdie Vasstelling voorgeskryf en waarin die volle naam van die werkgever en van sy werknemer, die beroep van die werknemer, die aanvangs- en die afloopdatum 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 motorvoertuigbestuurder van 'n logboek wat sover doenlik die volgende vorm het, voorsien:—

DAAGLIKSE LOG.

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

(Handtekening van Bestuurder.)

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

(2) Elke motorvoertuigbestuurder 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.

(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.

BYLAE.

Ek/ons (a).....wat in die
Tobaknywerheid sake doen te.....
.....
.....
verklaar hierby dat.....
in my/ons diens was (a) van die.....dag
van.....19.....tot die.....dag
van.....19.....in die beroep van (b)
.....By diensbeëindiging was
sy/haar (a) loon (uitgesonderd lewenskostoelae).....sent
per week/maand (a).....

(Handtekening van Werkgever of
Gemagtigde Verteenwoordiger.)

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

(a) Skrap wat nie van toepassing is nie.

(b) Meld beroep waarin werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, arbeider, seksieman, graad I-werknemer, ondersoeker.

(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) may be given on any work 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.

(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 or monthly 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 with a log book as nearly as practicable in the following form:—

DAILY LOG.

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

(Signature of Driver.)

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

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

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

SCHEDULE.

I/We (a).....carry on
on trade in the Tobacco Manufacturing Industry at.....
.....
.....
hereby certify that.....
was employed by me/us (a) from the.....date
of.....19.....to the.....date
of.....19.....in the occupation of (b)
.....At the termination
employment his/her (a) wage (excluding cost of living allowance)
was.....rand.....cent
per week/month (a).....

(Signature of Employer or
Authorised Representative.)

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

(a) Delete whichever inapplicable.

(b) State occupation in which employee was wholly or mainly engaged, e.g., clerk, labourer, sectionman, grade I employee, examiner.

No. 22] [2 Junie 1961.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

**TABAKNYWERHEID, REPUBLIEK 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 bepaling van die Vastelling vir die Tabaknywerheid gepubliseer by Goewermentskennisgewing No. 21 van 2 Junie 1961, oor die algemeen nie vir die persone wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, minder gunstig as die desbetreffende bepaling van genoemde Wet is nie.

M. VILJOEN,
Adjunk-Minister van Arbeid.

No. 22.] [2 June 1961.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

**TOBACCO MANUFACTURING INDUSTRY,
REPUBLIC 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 Tobacco Manufacturing Industry published under Government Notice No. 21 of the 2nd June, 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.

Wette van die Unie van Suid-Afrika, 1960

GEOUTORISEERDE UITGAWE

*met Alfabetiese Inhoudsopgawe en Tabel van Wette, ens.,
deur hierdie Wette Herroep en Gewysig*

Half gebonde in Kalfsleerband, R3.00 (Engels en Afrikaans)

VERKRYGBAAR BY DIE STAATSDRUKKER, PRETORIA EN KAAPSTAD

Statutes of the Union of South Africa, 1960

PUBLISHED BY AUTHORITY

*With Table of Alphabetical Contents and Tables of Laws, etc.,
Repealed and Amended by these Statutes*

Half-bound in Law Calf, R3.00 (English and Afrikaans)

OBTAINABLE FROM THE GOVERNMENT PRINTER, PRETORIA AND CAPE TOWN

Koop Unie-leningssertifikate

Buy Union Loan Certificates

DIT BETAAL U OM TE SPAAR!

SPAAR

- ★ VIR U FAMILIE SE TOEKOMS!
- ★ VIR U EIE HUIS!
- ★ VIR U AFTREDE!
- ★ VIR ALLE GEVALLE VAN NOOD!

POSSPAARBANK

Die Posspaarbank verdien 3% rente op die maandelikse balans, waarvan tot R100 per jaar van die rente van *Inkomstebelasting Vrygestel* is.

Die eerste belegging hoef nie meer as 10c te wees nie. So 'n rekening is baie handig in tye van nood of wanneer met vakansie, omdat stortings en terugvorderings by enige Poskantoor in die Republiek gedoen kan word.

Nie meer as R4,000 mag gedurende 'n boekjaar deur een persoon ingelê word nie.

IT PAYS YOU WELL TO SAVE!

SAVE

- ★ FOR YOUR FAMILY'S FUTURE!
- ★ FOR YOUR OWN HOME!
- ★ FOR YOUR RETIREMENT!
- ★ FOR ALL EMERGENCIES!

POST OFFICE SAVINGS BANK

The Post Office Savings Bank earns 3% interest on the monthly balance, of which interest up to R100 per annum is *Free of Income Tax*.

The first deposit need to be no more than 10c. Such an account is very handy in times of emergency or when on holiday, as deposits or withdrawals can be made at any Post Office in the Republic.

Not more than R4,000 may be deposited by one person during a financial year.

Statistiese publikasies uitgereik deur die BURO VIR SENSUS EN STATISTIEK is van baie groot belang vir Vervaardigers, Handelaars en Sakemanne

Hierdie publikasies sluit die volgende in:—

1. Die *Offisiële Jaarboek van die Unie van Suid-Afrika* is 'n samevatting wat inligting bevat oor feitlik enige onderwerp wat van openbare belang is.
2. Die *Maandbulletin van Statistiek* dek lopende statistiese inligting oor 'n groot verskeidenheid van ekonomiese en maatskaplike onderwerpe. Elke uitgawe bevat meer as 100 statistiese tabelle asook statistiese bylaes. Die prys is R0.50 per eksemplaar of R5.00 jaarliks posvry.
3. *Blouboeke*. Hierdie amptelike verslae word van tyd tot tyd uitgegee en dek baie onderwerpe. Die statistieke wat in hierdie verslae voorkom is volledig en finaal.
4. *Spesiale Verslae* verskyn in 'n atgerolde vorm en dek 'n groot verskeidenheid van onderwerpe van ekonomiese en maatskaplike belang.

WORD NOU 'N INTEKENAAR OP DIE MAANDBULLETIN!

en koop ander publikasies van die Buro.

Pryse is verkrygbaar van die STAATSDRUKKER, Pretoria of Kaapstad.

Doen aansoek by die BURO VIR SENSUS EN STATISTIEK, Pretoria vir volle besonderhede en die jongste publikasielys.

Statistical publications issued by the BUREAU OF CENSUS AND STATISTICS are of immense interest to Manufacturers, Merchants and Businessmen

These publications include the following:—

1. The *Official Year Book of the Union of South Africa* is a compendium containing information on practically any subject which is of public interest.
2. The *Monthly Bulletin of Statistics* covers current statistical information on a great variety of economic and social subjects. Each issue contains more than 100 statistical tables as well as statistical annexures. The price is R0.50 per copy or R5.00 per annum post free.
3. *Blue Books*: These official reports are issued periodically in printed form and cover many subjects. The statistics published in these reports are complete and final.
4. *Special Reports* appear in roneoed form and cover a great variety of subjects of economic and social interest.

BECOME A SUBSCRIBER TO THE MONTHLY BULLETIN NOW!

and purchase other publications of the Bureau.

Prices are obtainable from the GOVERNMENT PRINTER, Pretoria and Cape Town.

Apply to the BUREAU OF CENSUS AND STATISTICS, Pretoria, for full particulars and the latest list of publications.