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[No. 4.]

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 23.]

[2 Junie 1961.

LOONWET No. 5 VAN 1957.

LOONVASSTELLING No. 218.

TOU- EN MATWERKNYWERHEID, 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 Tou- en Matwerknynwerheid 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 OMVANG VAN VASSTELLING.

Hierdie Vasstelling is van toepassing op alle werknemers uitgesonderd bestuurders, in diens in die Tou- en Matwerknynwerheid in die Republiek van Suid-Afrika en op die werkgewers van sodanige werknemers.

2. WOORDOMSKEYWINGS.

(1) Tensy uit die samehang anders blyk, het alle uitdrukkings wat in hierdie Vasstelling gebruyk en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in dié Wet en, tensy onbestaanbaar met die samehang, beteken—

- „ambagsman” ’n werknemer wat werk doen wat in die reël deur ’n geskoolde ambagsman verrig word en by die toepassing van hierdie woordomskeywing beteken die uitdrukking „geskoolde ambagsman” iemand wat sy leertyd uitgedien het in ’n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van ’n bekwaamheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel *ses* van die Wet op Opleiding van Ambagsmanne, 1951, of ’n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel *twee* (7) of artikel *sewe* (3) van gemelde Wet;
- „assistent-voorman” ’n werknemer wat, onder die algemene toesig van ’n voorman, enige van die pligte van ’n voorman verrig en wat namens hom in sy 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 daaruit kan haal;
- „los werknemer” ’n werknemer wat hoogstens drie dae in ’n week by dieselfde werkgewer in diens is;
- „onderbaas” ’n werknemer wat onder die algemene toesig van ’n voorman of assistent-voorman toesig het oor ’n groep arbeiders;
- „klerk” ’n werknemer wat skryf-, tik-, lusseer- of enige ander soort klerklike werk verrig en omvat dit ook ’n kassier, magasynman, versendingsklerk en telefonis, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, ondanks die feit dat klerklike werk ’n deel van so ’n werknemer se werk kan uitmaak;
- „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;

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 23.]

[2 June 1961.

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 218.

CORDAGE AND MATTING 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 Cordage and Matting 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 DETERMINATION.

This Determination shall apply in the Republic of South Africa to all employees, other than managers, employed in the Cordage and Matting Industry and to the employers of such employees.

2. DEFINITIONS.

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

- „artisan” means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression „skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section *six* of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of 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;
- „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 who, under the general supervision of a foreman or assistant foreman, is in charge of a group of labourers;
- „clerk” means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, storeman, despatch clerk and a telephone operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee’s work;
- „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;

„Tou- en Matwerknwyerheid” die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van tou, lyn, koord, mat of matwerk wat hoofsaaklik bestaan uit manilla, sisal, hennep, klapperhaar, jute, katoen, nylon of enige samestelling van sodanige stowwe of uit stowwe wat in plaas van enige van die voormelde stowwe gebruik kan word sonder om die aard van die eindproduk wesenlik te verander, in inrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of aan registrasie onderworpe is, en dit omvat alle werksaamhede wat met enige van die voormelde werksaamhede in verband staan of daaruit voortspruit, maar dit sluit nie die vervaardiging van draadtou of draadmatte in nie of tou, lyn of koord bedoel vir gebruik as vislyn of vir die vervaardiging of heelmaak van visnette nie;

„lewenskostoelae” die lewenskostoelae betaalbaar ingevolge enige wet, met dien verstande dat, as ’n werkgewer ’n werknemer gereeld ’n lewenskostoelae betaal wat hoër is as dié aldus voorgeskryf, dit sodanige hoër toelae beteken;

„ontwerper” ’n werknemer wat patrone vir matte of matwerk ontwerp;

„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 sulke goedere of pakke;

„bestuurder van ’n motorvoertuig” of „motorvoertuigbestuurder” ’n werknemer wat ’n motorvoertuig bestuur, en by die toepassing van hierdie woordomsywing omvat die uitdrukking „’n motorvoertuig bestuur” alle tyd wat die bestuurder vir bestuur gebruik en alle tyd wat hy beset aan werk in verband met die voertuig of die vraag en al die tyd wat hy verplig is om op sy pos gereed te bly om te bestuur;

„kleurder” ’n werknemer wat kleurstowwe meng en wat besluit watter kleurstowwe of samestellings van kleurstowwe of ander chemikalieë gebruik moet word om die verlangde skakering of kleur te verkry;

„kleurder, gekwalifiseer.” ’n kleurder met minstens drie jaar ondervinding;

„kleurder, ongekwalifiseer.” ’n kleurder met minder as drie jaar ondervinding;

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

„bedryfsinrigting” ’n perseel waarop of in verband waarmee een of meer werknemers in die Tou- en Matwerknwyerheid in diens is;

„ondervinding” ten opsigte van—

(a) ’n klerk, die totale tydperk of tydperke diens wat ’n werknemer as ’n klerk in enige bedryf hoegenaamd of in die diens van die Staat gehad het;

(b) enige ander klas werknemer, die totale tydperk of tydperke diens wat ’n werknemer as ’n werknemer van sy klas in die Tou- en Matwerknwyerheid gehad het;

„voorman” ’n werknemer wat oor die werknemers in ’n inrigting toesig hou en beheer voer en wat toesien dat hulle hul werk doeltreffend verrig;

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

(a) Raammatwerk (letters en sierwerk);

(b) mat uitgroef (letters en sierwerk);

(c) matdrukwerk;

(d) matafwerking;

(e) ’n toumasjien bedien met ’n vermoë om tou met ’n omtrek van drie duim of meer te vervaardig;

(f) ’n mobiele kraghyser bedien wat gebruik word vir die laai, aflaai, vervoer of opstapel van goedere;

(g) matwerk met kragweefmasjien;

(h) garing toets;

„graad I-werknemer, gekwalifiseer,” ’n graad I-werknemer met minstens twaalf maande ondervinding;

„graad I-werknemer, ongekwalifiseer,” ’n graad I-werknemer met minder as twaalf maande ondervinding;

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

(a) Dryfrieme herstel;

(b) ’n tousepanspinner bedien;

(c) ’n spinraam bedien;

(d) ’n toumasjien bedien met ’n vermoë om tou met ’n omtrek van minder as drie duim te vervaardig;

(e) ’n tousepanspinog bedien;

(f) garing weeg en besonderhede daarvoor aanteken;

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

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

„cordage and matting industry” means the industry in which employers and employees are associated for the manufacture of rope, twine, cord, mats or matting consisting wholly or mainly of manilla, sisal, hemp, coir, jute, cotton, nylon or any combination of such materials, or of materials capable of being substituted for any of the aforementioned materials without substantially altering the characteristics of the finished products, 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 aforesaid activities, but does not include the manufacture of wire ropes or wire mats or rope, twine or cord intended for use as fishing line or for the making or repair of fishing nets;

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

„designer” means an employee who designs patterns for mats or matting;

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

„driver of a motor vehicle” or „motor vehicle driver” 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;

„dyer” means an employee who is engaged in blending dye-stuffs and who decides which dyes or combination of dye-stuffs or other chemicals are to be used to obtain the shade or colour required;

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

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

„emergency work” means any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence or theft, must be done without delay and any work connected with the loading or unloading of trucks or vehicles of the South African Railways and Harbours;

„establishment” means any premises in or in connection with which one or more employees are employed in the cordage and matting industry;

„experience” means in relation to—

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

(b) any other class of employee, the total period or periods of employment which an employee has had as an employee of his class in the cordage and matting industry;

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

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

(a) Frame mat making (letters and fancy);

(b) grooving mats (letters and fancy);

(c) mat printing;

(d) mat trimming;

(e) operating a house machine with a capacity to manufacture rope with a circumference of three inches or more;

(f) operating a mobile power-driven hoist used for the loading, unloading, moving or stacking of goods;

(g) power loom matting weaving;

(h) testing yarn;

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

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

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

(a) Mending belts;

(b) minding rope walk clutch;

(c) minding a spinning frame;

(d) operating a house machine with a capacity to manufacture rope with a circumference of less than three inches;

(e) operating rope walk traveller;

(f) weighing yarn and recording particulars thereof;

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

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

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

- (a) Bolle of stringe draai;
- (b) oprol;
- (c) koordlêwerk;
- (d) koord of lyn in stringe draai;
- (e) trommelpoleerwerk of inpap en in touspan poleer;
- (f) raammatwerk (effe);
- (g) kamme stel;
- (h) matwerk met weefmasjiën;
- (i) sorg vir toevoer van garing by kragweefmasjiëne;
- (j) matrandwerk;
- (k) agterkant van spinraam bedien en afneemwerk;
- (l) ’n afwerkingskaardmasjiën bedien;
- (m) masjiëne, ’n motorvoertuig ingesluit, olie en smeer wanneer nie in beweging nie;
- (n) ’n No. 1-kammasjiën bedien of voer;
- (o) ’n pomppakmasjiën bedien;
- (p) skietspoele herstel;
- (q) vir versending weeg of pak;

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

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

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

- (a) Bolvorming;
- (b) veselmenging;
- (c) matte met die hand bind;
- (d) met die hand sny en stik;
- (e) tou in lengtes sny vir stringdraaiwerk;
- (f) briewe, boodskappe of goedere te voet of met ’n voet- of handvoertuig aflewer, uitgesonderd binne ’n bedryfsinrigting;
- (g) ogies in matte aanbring;
- (h) trekmasjiën (afdunner) bedien of voer;
- (i) breker (kaardmasjiën) voer of bedien;
- (j) toutrekmasjiën voer of bedien;
- (k) bindgaring afwerk en van etikette voorsien;
- (l) op ’n touspan opvolg;
- (m) stringdraaiwerk;
- (n) van string na tol opdraai;
- (o) toevoer van lyn by toumasjiën instandhou, oplig en skuif van stringspoelietjies;
- (p) beskuttings of sonblindes van klapperhaar maak;
- (q) monsters opmaak;
- (r) pakke merk of sjabloneer;
- (s) ’n kammasjiën, uitgesonderd ’n No. 1-kammasjiën, bedien of voer;
- (t) ’n pluismasjiën bedien;
- (u) vleg- of omboorwerk;
- (v) vesel vir kleuring voorberei, laai of ontlai van kleurpot;
- (w) matwerk oprol;
- (x) sny- en knipwerk;
- (y) matte skroei;
- (z) sagmaak;
- (aa) optol, d.w.s. kruiswindoptolling;
- (bb) matte vierkantig maak;
- (cc) matte stoom;
- (dd) matte sjabloneer;
- (ee) verpakkingsmateriaal met masjiën stik;
- (ff) van enige outomatiese masjiën afneem;
- (gg) draaiwerk of verdubbeling;
- (hh) skeringbereiding of optolling, optolling van string na kaastol ingesluit;
- (ii) met gestelde skaal weeg;
- (jj) ekstra skering voorberei;

„algemene werksman” ’n werknemer wat kleiner herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks gebruik word by die vervaardiging van die produkte van ’n inrigting, en wat ook kleiner herstelwerk of opknappings aan geboue kan doen;

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

- (a) Artikels dra, skuif, lig of opstapel;
- (b) persele, voertuie, installasie, stilstande of ingeslote bewegende masjinerie, implemente, gereedskap, werktuie, of ander artikels skoonmaak;
- (c) rantsoene kook of tee of soortgelyke drankie maak of tee of soortgelyke drankie aan werknemers of aan sy werkgever bedien;
- (d) vesel stukkend sny of aangee;
- (e) briewe, boodskappe of goedere te voet of met ’n voet- of handvoertuig binne ’n bedryfsinrigting aflewer;
- (f) tuinwerk, d.w.s. plant, spit, gras sny, hark, onkruid uithaal, natlei of meng of strooi van tuingrond of materiaal, of sny of snoei van heinings of skoonmaak of vee van paai of paadjies;
- (g) laai of aflaai;

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

- (a) Balling or reeling;
- (b) beaming;
- (c) cord laying;
- (d) cord or line hanking;
- (e) drum polishing or sizing or polishing in the walk;
- (f) frame mat making (plain);
- (g) hackle setting;
- (h) loom mat making;
- (i) maintaining supply of yarn at power looms;
- (j) mat edging;
- (k) minding back of spinning frame and doffing;
- (l) minding a finishing carding machine;
- (m) oiling or greasing machines, when not in motion, including a motor vehicle;
- (n) operating or feeding a No. 1 goods machine;
- (o) operating a pump packing machine;
- (p) shuttle repairing;
- (q) weighing or packing for despatch;

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

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

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

- (a) Ball shaping;
- (b) batch mixing;
- (c) binding mats by hand;
- (d) cutting or stitching by hand;
- (e) cutting rope into lengths for hanking;
- (f) delivering letters, messages or goods on foot or by means of a foot- or hand-propelled vehicle, other than within an establishment;
- (g) eyeletting matting;
- (h) feeding or minding drawing frame machine;
- (i) feeding or minding breaker (carding) machine;
- (j) feeding or minding tow drawing machine;
- (k) finishing or labelling twine;
- (l) following up on rope walk;
- (m) hank twisting;
- (n) hank to bobbin winding;
- (o) maintaining supply of yarn at house machines lifting and moving strand bobbins;
- (p) making fend-offs or coir sun blinds;
- (q) making up samples;
- (r) marking or stencilling packages;
- (s) operating or feeding a goods machine other than a No. 1 goods machine;
- (t) operating a teasing machine;
- (u) plaiting or braiding;
- (v) preparing fibre for dyeing, loading or unloading dyevat;
- (w) rolling matting;
- (x) shearing or clipping;
- (y) singeing mats;
- (z) softening;
- (aa) spooling, i.e. cross wound spooling;
- (bb) squaring mats;
- (cc) steaming mats;
- (dd) stencilling on mats;
- (ee) stitching packing materials by machine;
- (ff) taking off from any automatic machine;
- (gg) twisting or doubling;
- (hh) warping or winding, including hank to cheese winding;
- (ii) weighing to set scale;
- (jj) whipping;

„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;

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

- (a) Carrying, moving, lifting or stacking articles;
- (b) cleaning premises, vehicles, plant, stationary or closed moving machinery, implements, tools, utensils, or other articles;
- (c) cooking rations or making tea or similar beverages or serving tea or similar beverages to employees or his employer;
- (d) cutting up or handing up fibre;
- (e) delivering letters, messages or goods on foot or by means of a foot- or hand-propelled vehicle, within an establishment;
- (f) gardening work, i.e., planting, digging, mowing, raking, weeding, watering or mixing or spreading garden soil or materials or cutting or trimming hedges or cleaning or sweeping roads or paths;
- (g) loading or unloading;

- (h) vuurmaak of vure in stand hou of vuilgoed of as verwyder;
- (i) sakke, dose, bale, kratte of pakke oopmaak of toemaak;
- (j) enige handvoertuig stoot of trek;
- (k) tou of lyn teer, uitgesonderd pomppakking;
- (l) met die hand pluig;

„wet” ook die gemene reg;

„algemene masjienwerksman” ’n werknemer, uitgesonderd ’n ambagsman, wat kleiner herstelwerk of verstellings doen aan masjinerie of uitrusting wat regstreeks gebruik word by die vervaardiging van die produkte van ’n bedryfsinrigting;

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

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

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

„milêre 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;

„motorvoertuig” ’n kragvoertuig, uitgesonderd ’n mobiele hystoestel, wat gebruik word vir die vervoer van goedere en sluit ’n voerhaker in;

„verpakker” ’n werknemer wat onder die algemene toesig van ’n versendingsklerk of magasynman, artikels in sakke, bale, dose, kratte of ander houers verpak vir vervoer of aflewering;

„stukwerk” ’n stelsel waarvolgens ’n werknemer se besoldiging op die hoeveelheid gedane werk gebaseer is;

„toulêer of toumaker” ’n werknemer wat toesig het oor ’n tou-en lynspan;

„toulêer of toumaker, gekwalifiseer,” ’n toulêer of toumaker met minstens twee jaar ondervinding;

„toulêer of toumaker, ongekwalifiseer,” ’n toulêer of toumaker met minder as twee jaar ondervinding;

„senior besturende, professionele of administratiewe werknemer” ’n werknemer wat deur die werkgever belas is met werk wat die verantwoordelikheid meebring om by die uitvoering van die bedryfsinrigting se werksaamhede besluite van professionele of administratiewe aard te neem;

„korttyd” ’n tydelike vermindering van die getal gewone werke te wyte aan ’n slappe in die bedryf, ’n tekort aan grondstowwe, ’n algemene onklaarraking van die masjinerie of installasie of ’n werklike of dreigende onklaarraking van geboue;

„magasynman” ’n werknemer wat die algemene beheer het oor die voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wie se plig dit is om in ’n magasyn of pakhuis goedere te ontvang, op te berg, te verpak of uit te pak of uit ’n magasyn of pakhuis goedere, hetsy aan die verbruiksafdelings in ’n bedryfsinrigting, of vir versending, af te gee;

„onderbestuurder” ’n werknemer wat deur sy werkgever 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 werk;

„toesighouer” ’n werknemer, uitgesonderd ’n onderbaas, wat onder die algemene toesig van ’n voorman of assistentvoorman toesig het oor ’n groep of afdeling werknemers;

„sleepwa” enige vervoermiddel wat deur ’n motorvoertuig getrek word;

„onbelaste 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, bromponie, bromfiets of trapfiets met hulpmotor die onbelaste 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 werkgever sy werknemer vir sy 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 Vastelling word ’n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik in diens is.

(h) making or maintaining fires or removing refuse or ashes;

(i) opening or—closing bags, boxes, bales, crates or packages;

(j) pushing or pulling any manually propelled vehicle;

(k) tarring rope or twine, other than pump packing;

(l) teasing by hand;

“law” includes the common law;

“machine handyman” means an employee, other than an artisan, who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment;

“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;

“motor vehicle” means any power-driven vehicle, other than a mobile hoist, used for conveying goods and includes a mechanical horse;

“packer” means an employee who, under the general supervision of a despatch clerk or storeman, is engaged in packing articles into bags, bales, boxes, crates or other containers for transport or delivery;

“piece-work” means any system under which an employee’s remuneration is based on the quantity of work done;

“rope layer or rope maker” means an employee who is in charge of a rope and line walk;

“rope layer or rope maker, qualified,” means a rope layer or rope maker who has had not less than two years’ experience;

“rope layer or rope maker, unqualified,” means a rope layer or rope maker who has had less than two 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 general charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;

“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 an employee, other than a chargehand, who, under the general supervision of a foreman or assistant-foreman, is in charge of a group or section of employees;

“trailer” means any conveyance drawn by a motor vehicle;

“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 werkgewer aan elkeen van sy werknemers in ondergenoemde klasse moet betaal, word hieronder uiteengesit:—

(a) Werknemers, uitgesonderd los werknemers—

	In die landdros- distrik Laer Tugela. Per week.	In alle ander gebiede. Per week.
Voorman.....	R 19 00	R 24 00
Assistent-voorman.....	13 50	17 00
Toesighouer.....	7 60	9 50
Onderbaas.....	5 20	6 50
Ambagsman.....	13 75	17 25
Algemene masjienwerksman.....	8 80	11 00
Algemene werksman.....	7 60	9 50
Klerk, vrou, gekwalifiseer.....	8 15	10 15
Klerk, vrou, ongekwalifiseer—		
gedurende eerste jaar ondervinding....	4 80	6 00
gedurende tweede jaar ondervinding....	5 75	7 04
gedurende derde jaar ondervinding....	6 55	8 06
gedurende vierde jaar ondervinding....	7 35	9 12
Klerk, man gekwalifiseer.....	11 05	13 55
Klerk, man, ongekwalifiseer—		
gedurende eerste jaar ondervinding....	5 10	6 46
gedurende tweede jaar ondervinding....	6 25	7 85
gedurende derde jaar ondervinding....	7 50	9 23
gedurende vierde jaar ondervinding....	8 75	10 62
gedurende vyfde jaar ondervinding....	10 00	12 00
Bestuurder van 'n motorvoertuig, waar- van die onbelaste gewig tesame met die onbelaste gewig van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—		
(i) nie 1,000 lb. te bowe gaan nie.....	4 00	5 00
(ii) 1,000 lb. te bowe gaan maar nie 6,000 lb. nie.....	6 80	8 50
(iii) 6,000 lb. te bowe gaan maar nie 10,000 lb. nie.....	8 50	10 50
(iv) 10,000 lb. te bowe gaan.....	11 20	14 00
Kleurder, gekwalifiseer.....	12 00	15 00
Kleurder, ongekwalifiseer—		
gedurende eerste ses maande onder- vinding.....	6 20	7 75
gedurende tweede ses maande onder- vinding.....	7 00	8 75
gedurende derde ses maande onder- vinding.....	8 00	9 75
gedurende vierde ses maande onder- vinding.....	9 00	10 75
gedurende vyfde ses maande onder- vinding.....	10 00	12 00
gedurende sesde ses maande onder- vinding.....	11 00	13 50
Toulêr of toumaker, gekwalifiseer.....	8 00	10 00
Toulêr of toumaker, ongekwalifiseer—		
gedurende eerste ses maande onder- vinding.....	5 60	7 00
gedurende tweede ses maande onder- vinding.....	6 20	7 75
gedurende derde ses maande onder- vinding.....	6 90	8 50
gedurende vierde ses maande onder- vinding.....	7 50	9 25
Weefwindtrekker.....	7 20	9 00
Graad I-werknemer, gekwalifiseer.....	4 80	6 00
Graad I-werknemer, ongekwalifiseer—		
gedurende eerste ses maande onder- vinding.....	3 70	4 60
gedurende tweede ses maande onder- vinding.....	4 25	5 30
Graad II-werknemer, gekwalifiseer.....	4 25	5 25
Graad II-werknemer, ongekwalifiseer—		
gedurende eerste drie maande onder- vinding.....	3 70	4 60
gedurende tweede drie maande onder- vinding.....	3 97½	4 92½
Graad III-werknemer, gekwalifiseer.....	4 00	5 00
Graad III-werknemer, ongekwalifiseer.....	3 70	4 60
Verpakker.....	4 00	5 00

3. REMUNERATION.

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

(a) Employees, other than casual employees—

	In the Magisterial District of Lower Tugela. Per Week.	In all Other Areas. Per Week.
Foreman.....	R 19 00	R 24 00
Assistant foreman.....	13 50	17 00
Supervisor.....	7 60	9 50
Chargehand.....	5 20	6 50
Artisan.....	13 75	17 25
Machine handyman.....	8 80	11 00
Handyman.....	7 60	9 50
Clerk, female, qualified.....	8 15	10 15
Clerk, female, unqualified—		
during the first year of experience....	4 80	6 00
during the second year of experience....	5 75	7 04
during the third year of experience....	6 55	8 06
during the fourth year of experience....	7 35	9 12
Clerk, male, qualified.....	11 05	13 55
Clerk, male, unqualified—		
during the first year of experience.....	5 10	6 46
during the second year of experience....	6 25	7 85
during the third year of experience.....	7 50	9 23
during the fourth year of experience....	8 75	10 62
during the fifth year of experience.....	10 00	12 00
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.....	4 00	5 00
(ii) exceeds 1,000 lb. but does not exceed 6,000 lb.....	6 80	8 50
(iii) exceeds 6,000 lb. but not 10,000 lb.	8 50	10 50
(iv) exceeds 10,000 lb.....	11 20	14 00
Dyer, qualified.....	12 00	15 00
Dyer, unqualified—		
during the first six months of experience	6 20	7 75
during the second six months of experience.....	7 00	8 75
during the third six months of experience	8 00	9 75
during the fourth six months of ex- perience.....	9 00	10 75
during the fifth six months of experience	10 00	12 00
during the sixth six months of experience	11 00	13 50
Rope layer or rope maker, qualified.....	8 00	10 00
Rope layer or rope maker, unqualified—		
during the first six months of experience	5 60	7 00
during the second six months of experience.....	6 20	7 75
during the third six months of experience	6 90	8 50
during the fourth six months of ex- perience.....	7 50	9 25
Loom warp drawer.....	7 20	9 00
Grade I employee, qualified.....	4 80	6 00
Grade I employee, unqualified—		
during the first six months of experience	3 70	4 60
during the second six months of experience.....	4 25	5 30
Grade II employee, qualified.....	4 25	5 25
Grade II employee, unqualified—		
during the first three months of experience.....	3 70	4 60
during the second three months of experience.....	3 97½	4 92½
Grade III employee, qualified.....	4 00	5 00
Grade III employee, unqualified.....	3 70	4 60
Packer.....	4 00	5 00

	In die landdros- distrik Johannes- burg. Per week.		In die landdros- distrik Laer Tugela. Per week.		In alle ander gebiede. Per week.	
	R	c	R	c	R	c
Graad IV-werknemer...	4	62½	3	62½	4	52½
Ketelbediener.....						
Wag.....						
Arbeider, manlik 18 jaar en ouer.....	4	42½	3	40	4	25
Arbeider, manlik, onder 18 jaar.....	3	32½	2	60	3	20
Arbeider, vroulik.....	3	55	2	70	3	40
Werknemer nie elders in hierdie klousule spesifiek genoem nie	5	00	4	00	5	00

(b) *Los werknemers.*—'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 die 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 hoogstens vyftig persent verminder mag word.

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

(3) *Diferensiële 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 aan so 'n werknemer die volgende 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—

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

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

- (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.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalinge van klousule 6 (4), moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant betaal word gedurende die werkure op die dag waarop die bedryfs- ingrigting so 'n werknemer gewoonlik betaal, of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n kovert of houer wees waarop aangegee word of wat vergesel gaan van 'n staat wat die volgende aantoon:—

- (a) Die werkgever se naam;
- (b) die werknemer se naam of sy betaalstaatsnommer 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;

	In the Magisterial District of Johan- nesburg. Per week.		In the Magisterial District of Lower Tugela. Per week.		In all Other Areas. Per week.	
	R	c	R	c	R	c
Grade IV Employee	4	62½	3	62½	4	52½
Boiler attendant						
Watchman						
Labourer, male, 18 years of age and over.....	4	42½	3	40	4	25
Labourer, male, under 18 years of age.....	3	32½	2	60	3	20
Labourer, female.....	3	55	2	70	3	40
Employee not elsewhere in this clause specifically mentioned	5	00	4	00	5	00

(b) *Casual Employees.*—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 not more than fifty per cent.

(2) *Basis of Contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (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) 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.

4. PAYMENT OF REMUNERATION.

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

- (a) the employer's name;
- (b) the employee's name or 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) die werknemer se lewenskostetoelae;
 (g) die besonderhede van enige ander besoldiging ten opsigte van die werknemer se diens;
 (h) besonderhede van 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 koefert of houer wat hierdie inligting verstrek of sodanige staat word die eiendom van die werknemer.

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

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

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

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

(6) *Aftekings.*—'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-, siektebystands-, 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 werkgever 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) enige bedrag wat 'n werkgever by wet of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) wanneer 'n werknemer daartoe instem of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word om kos of inwoning of kos en inwoning van sy werkgever aan te neem, 'n bedrag hoogstens gelyk aan onderstaande bedrae:—

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

- (e) wanneer die gewone werkure in klousule 5 voorgeskryf, weens korttyd verminder word, 'n bedrag gelyk aan die werknemer (uitgesonderd 'n los werknemer) se uurloon vir elke uur van sodanige vermindering; Met dien verstande:—
 - (i) dat sodanige afrekkings, ongeag die getal ure waarmee die gewone werkure aldus verminder word, hoogstens gelyk aan een derde van die werknemer se weekloon is;
 - (ii) dat geen afrekkings ten opsigte van korttyd wat deur 'n slapte in die bedryf of 'n tekort aan grondstowwe ontstaan, geskied nie, tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om sy gewone werkure te verminder;
 - (iii) dat ten opsigte van korttyd weens 'n algemene onklaar-raking van masjinerie of installasie, of 'n onklaar-raking of dreigende onklaar-raking van geboue, geen afrekkings geskied vir die eerste uur waarin daar nie gewerk word nie, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;
- (f) ten opsigte van 'n ander openbare vakansiedag as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag waarop die werknemer op eie versoek toegelaat word om nie te werk nie, 'n afrekkings van 'n bedrag gelyk aan sy dagloon;
- (g) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het aan die 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.

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

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

- (a) in die geval van 'n werknemer met 'n werkweek van ses dae—
 - (i) ses-en-veertig in enige week van Maandag tot en met Saterdag; en

(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 one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
 - (ii) that no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
 - (iii) that no deduction shall be made in the case of short-time owing to a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;
- (f) a deduction of an amount equal to his daily wage in respect of any public holiday other than New Year's Day, Good Friday, Ascension Day, the Day of the Covenant 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. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME.

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

- (a) in the case of an employee who works a six-day week—
 - (i) forty-six in any week from Monday to Saturday inclusive; and

- (ii) behoudens die bepalings van subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigen van die orige dae tot agt en 'n half verleng kan word;
- (b) in die geval van 'n werknemer met 'n werkweek van vyf dae—
- (i) ses-en-veertig in enige week van Maandag tot en met Vrydag; en
- (ii) behoudens die bepalings van subparagraaf (i) hiervan, nege en 'n kwart op enige dag.
- (2) 'n Werkgewer mag nie vereis of toelaat dat 'n los werknemer meer gewone werkure as agt en 'n half op 'n dag werk nie.
- (3) *Etenspouses.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer meer as vyf uur aaneen werk sonder 'n etenspouse van minstens een uur, waarin nie van so 'n werknemer vereis of so 'n werknemer nie toegelaat mag word om enige werk te verrig nie, en dié pouse word geag geen deel van die gewone werkure of oortyd te vorm nie: Met dien verstande—
- (i) dat werktye wat onderbreek word deur pouses van minder as 'n uur, as aaneenlopend geag word;
- (ii) dat indien so 'n pouse langer as 'n uur is, elke tydperk van meer as een en 'n kwart uur as tyd waarin daar gewerk is, gereken word;
- (iii) dat '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 in die pouse nie te gewerk het nie;
- (iv) 'n werkgewer kan met sy werknemer ooreenkom om die duur van so 'n etenspouse tot uiters 'n halfuur te verkort, en in dié geval en nadat die werkgewer 'n weergawe van dié ooreenkoms by die Afdelingsinspekteur, Departement van Arbeid, van sy gebied ingedien het, kan die etenspouse aldus verkort word.
- (4) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke werktydperk in die voor- en namiddag, aan elkeen van sy werknemers 'n ruspouse van minstens tien minute toestaan waarin nie van die werknemer vereis of die werknemer nie toegelaat mag word om enige werk te verrig nie, en so 'n pouse word geag deel van die gewone werkure van so 'n werknemer te vorm.
- (5) *Werkure moet opeenvolgend wees.*—Behoudens die bepalings van subklousule (3), moet alle werkure van 'n werknemer op enige dag op mekaar volg.
- (6) *Oortyd.*—Alle tyd wat 'n werknemer langer as die getal gewone werkure in subklousules (1) en (2) voorgeskryf, gewerk het, word as oortyd gereken.
- (7) *Beperking van oortyd.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer langer oortyd werk as die volgende nie:—
- (a) wat 'n los werknemer betref, twee uur op 'n dag;
- (b) wat enige ander werknemer betref, tien uur in 'n week.
- (8) *Vroulike werknemers.*—Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgewer nie vereis of toelaat dat 'n vroulike werknemer—
- (a) tussen 6-uur nm. en 6-uur vm. werk nie;
- (b) op meer as vyf dae in 'n week na 1-uur nm. werk nie;
- (c) meer as twee uur oortyd op 'n dag werk nie, behalwe dat 'n werknemer met 'n werkweek van vyf dae op 'n Saterdag hoogstens vier uur oortyd mag werk;
- (d) op meer as drie opeenvolgende dae in 'n week oortyd werk nie;
- (e) op meer as sestig dae in 'n jaar oortyd werk nie;
- (f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd werk nie, tensy hy—
- (i) so 'n werknemer voor die middag kennis daarvan gegee het; of
- (ii) so 'n werknemer van 'n behoorlike ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortyd moet begin; of
- (iii) so 'n werknemer minstens vyf-en-twintig sent betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat die oortydwerk begin.
- (9) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen 'n skaal van minstens die volgende:—
- (a) Wat 'n los werknemer betref, een en 'n derde maal sy dagloon gedeel deur agt en 'n half vir elke uur of gedeelte van 'n uur aldus op enige dag gewerk;
- (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 lewenskostetoelae beteken.
- (10) *Voorbehoudsbepalings.*—(a) Die bepalings van hierdie klousule geld nie vir 'n wag nie.
- (b) Die bepalings van hierdie klousule geld nie vir 'n voorman, of 'n senior besturende, professionele of administratiewe werknemer, of vir 'n onderbestuurder, indien en terwyl so 'n werknemer gereeld 'n besoldiging van minstens R1,560 per jaar ontvang nie: Met dien verstande dat 'n lewenskostetoelae bo die hoogste bedrag wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, voorgeskryf is, nie as besoldiging beskou word nie.

- (ii) subject to sub-paragraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and one-half;
- (b) in the case of an employee who works a five-day week—
- (i) forty-six in any week from Monday to Friday, inclusive; and
- (ii) subject to sub-paragraph (i) hereof, nine and one-quarter on any day.
- (2) An employer shall not require or permit a casual employee to work more ordinary hours of work than eight and one-half on any day.
- (3) *Meal Intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided—
- (i) that periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- (ii) that, if such interval be longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked;
- (iii) that a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this sub-clause not to have worked during such interval;
- (iv) that an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour, and in that event and after the employer has lodged a statement of such agreement with the Divisional Inspector, Department of Labour, for his area, the meal interval may be so reduced.
- (4) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes as near as practicable in the middle of each morning and afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.
- (5) *Hours of Work to be Consecutive.*—Save as provided in sub-clause (3), all hours of work of an employee on any day shall be consecutive.
- (6) *Overtime.*—All time worked in excess of the number of ordinary hours of work prescribed in sub-clauses (1) and (2) shall be deemed to be overtime.
- (7) *Limitation of Overtime.*—An employer shall not require or permit an employee to work overtime for more than—
- (a) in the case of a casual employee, two hours on any day;
- (b) in the case of any other employee ten hours in any week.
- (8) *Female Employees.*—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work—
- (a) between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) after 1 o'clock p.m. on more than five days a week;
- (c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday;
- (d) overtime on more than three consecutive days in any week;
- (e) overtime on more than sixty days in any year;
- (f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
- (i) before midday given notice thereof to such employee; or
- (ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or
- (iii) paid such employee not less than twenty-five cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.
- (9) *Payment for Overtime.*—An employer shall pay an employee who works overtime at a rate of not less than—
- (a) in the case of a casual employee, one and one-third times his daily wage divided by eight and one-half in respect of each hour or part of an hour so worked on any day;
- (b) in the case of any other employee, one and one-third times his hourly wage in respect of each hour or part of an hour in the aggregate of the overtime worked on any days in any week:
- Provided that for the purpose of this sub-clause the expression “wage” means an employee's wage plus his cost of living allowance.
- (10) *Savings.*—(a) The provisions of this clause shall not apply to a watchman.
- (b) The provisions of this clause shall not apply to a foreman or to a senior managerial, professional or administrative employee or to a sub-manager if and for so long as such an employee is in receipt of regular remuneration at a rate of not less than R1,560 per annum: Provided that any cost of living allowance in excess of the highest rate prescribed in terms of War Measure No. 43 of 1942, as amended, shall not be regarded as remuneration.

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

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van twaalf maande in sy diens, verlof soos volg toestaan:—

(a) Wat 'n wat betref, een-en-twintig opeenvolgende kalenderdae verlof;

(b) wat enige ander werknemer betref, veertien opeenvolgende kalenderdae verlof;

en moet hy so 'n werknemer ten opsigte 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 twee maal 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 werknemer wat stukwerk verrig, bereken word op die grondslag uiteengesit in artikel *twintig* (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

(i) dat, as sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalings van subklousule (3), so toegestaan word dat dit begin binne vier maande na voltooiing van die twaalf maande diens waarop dit betrekking het, of as die werkgewer en die werknemer skriftelik daartoe ooreenkom voor die verstrikking van genoemde tydperk van vier maande, die werkgewer die verlof aan die werknemer kan toestaan vanaf 'n datum nie later nie as twee maande na 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) dat, as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n dag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal word;

(iv) dat 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is gedurende die tydperk van twaalf maande waarop die verloftyd betrekking het, van sodanige tydperk van verlof kan aftrek.

(3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgewer die verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens laat ooploop: Met dien verstande—

(i) dat so 'n werknemer sodanige versoek rig binne twee maande na afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het; en

(ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van die twee datums.

(b) Die bepalings van subklousule (2) geld *mutatis mutandis* vir die verlof in hierdie subklousule genoem.

(4) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die verlof voorgeskryf in subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(5) Aan 'n werknemer wie se 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 daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig is, 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) vermeld, 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 verloftyd wat hy ingevolge die vierde voorbehoud van subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek, en voorts met dien verstande dat 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die opseggingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het; of

(ii) wat sy diens sonder regsgeldige rede verlaat; of

(iii) wat deur sy werkgewer sonder kennisgewing ontslaan word om redes wat vir sodanige ontslag sonder kennisgewing regens genoegsaam is;

op geen betaling kragtens hierdie subklousule geregtig is nie.

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

6. ANNUAL LEAVE.

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

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

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

and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage to which he 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 any employee who is engaged on piece-work shall be calculated on the basis set out in section *twenty* (5) of the Factories, Machinery and Building Work Act, 1941.

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

(i) that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within 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 may grant such leave to the employee as from a date not later than two months after 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) (a) At the written request of an employee, an employee may permit the leave to accumulate over a period of not more than twenty-four months of employment: Provided—

(i) that such request is made by such employee not later than two months after the expiry of the first period of twelve months of employment to which the leave relates; and

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

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

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

(5) An employee, whose contract of employment is terminated during any period of twelve months of employment before the period of leave prescribed in sub-clause (1) in respect of the 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 an employee 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 a cause recognised by law as sufficient for such dismissal without notice;

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

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf in subklousule (1), gelees met subklousule (3), en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by sodanige diensbeëindiging 'n 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.

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

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

en wel tot 'n totaal in enige jaar van hoogstens tien weke ten opsigte van 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 inwerking-treding van hierdie Vasstelling, en wel op die jongste van die twee datums.

(8) (a) Ondanks enige 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 voorbehoudbepaling in 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 (5) uiteengesit, en vir die doel van die jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting aldus gesluit is.

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

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-en-twintig werkdade—

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

- (i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer nie 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 werkgewer 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 ingeval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdade, na gelang van die geval, in elke tydkring van vier-en-twintig maande diens betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas, soos uiteengesit in die eerste voorbehoudbepaling van hierdie subklousule, te bowe hoef te gaan nie;
- (iii) dat, indien 'n werkgewer ingevolge enige wet geld vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige geld wel betaal, die bedrag aldus betaal, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

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

(7) For the purpose of this clause the expression “employment” shall be deemed to include any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice and also any period or periods during which an employee is absent—

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

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c), plus any period of military training undergone in that year, and employment shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the 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.

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

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

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

7. SICK LEAVE.

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

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

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

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

- (iv) dat indien 'n werkgewer by enige ander wet verplig word om 'n werknemer sy volle loon te betaal, ten opsigte van enige tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalings van hierdie klousule nie geld nie;
- (v) dat die loon wat aan 'n 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 grondslag van die besoldiging wat aan so 'n werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

(2) Voordat 'n werkgewer 'n bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk gedurende 'n tydperk wat strek oor meer as drie opeenvolgende kalenderdae, kan hy vereis dat die werknemer 'n sertifikaat 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 werkgewer weens ongeskiktheid langer afwesig is as die siekteverlof wat hom ten tye van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by afloop van gemelde 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 gebruik is nie.

(4) By die toepassing van hierdie klousule—

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

- (i) met verlof ingevolge klousule 6;
- (ii) op las of versoek van sy werkgewer;
- (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 werkgewer onmiddellik voor die datum van die inwerkingtreding van hierdie Vasstelling word by die toepassing van hierdie klousule gereken diens ingevolge hierdie Vasstelling te wees, en alle siekteverlof wat met volle besoldiging aan so 'n werknemer gedurende so 'n tydperk toegestaan is, word geag ingevolge hierdie Vasstelling toegestaan te wees;

(b) beteken „ongeskiktheid” die onvermoë om te werk weens siekte of besering, behalwe as dit deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat, as die onvermoë om te werk te wyte is aan 'n ongeluk waarvoor daar ingevolge die Ongevallewet, 1941, vergoeding betaalbaar is, sodanige onvermoë geag word ongeskiktheid te wees slegs ten opsigte van dié tydperk van onvermoë om te werk waarvoor geen vergoeding weens arbeidsongeskiktheid ingevolge genoemde Wet betaalbaar is nie;

(c) beteken „loon” 'n werknemer se loon plus sy lewenskostetoelae.

8. OPENBARE VAKANSIEDAE EN SONDAE.

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

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag werk, moet sy werkgewer 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, hy geag word vier uur te gewerk het.

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

(a) aan die werknemer soos volg betaal:—

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

(b) hom een en 'n derde maal sy uurloon vir elke uur of deel van 'n uur wat hy altesaam op 'n Sondag werk, en hom binne veertien dae vanaf so 'n Sondag een dag verlof toestaan en vir die 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, hy geag word vier uur te gewerk het.

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

(v) that the wage payable to a traveller who is employed on commission work or to an employee who is employed on piece-work for any period of absence on sick leave in terms of this clause, shall be calculated on the basis of the remuneration paid to such employee on his last paid 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 its coming into operation of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

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

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

8. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

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

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

(5) Hierdie klousule geld nie vir ’n los werknemer of ’n wag nie.

9. STUKWERK.

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

(a) In die geval van ’n ander werknemer as ’n los werknemer, vir elke week waarin stukwerk verrig word, die bedrag wat hy so ’n werknemer vir dié week sou moes betaal het as hy hom besoldig het volgens tyd gewerk;

(b) in die geval van ’n los werknemer, vir elke dag waarop stukwerk verrig word, die bedrag wat hy so ’n werknemer vir daardie dag sou moet betaal het as hy hom besoldig het volgens tyd gewerk;

plus vyf persent.

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

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

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

10. GETALVERHOUDING.

(1) ’n Werkgever mag nie ’n ongekwalifiseerde vroulike klerk, manlike klerk, kleurder, graad I-werknemer, graad II-werknemer, raad III-werknemer of touleër of toumaker in diens neem nie, tensy hy onderskeidelik ’n gekwalifiseerde vroulike klerk, manlike klerk, kleurder, graad I-werknemer, graad II-werknemer, graad III-werknemer of touleër of toumaker in sy diens het, en vir elke sodanige gekwalifiseerde vroulike klerk, manlike klerk, kleurder, graad I-werknemer, graad II-werknemer, graad III-werknemer of touleër of toumaker in sy diens, mag hy hoogstens een ongekwalifiseerde vroulike klerk, manlike klerk, kleurder, raad I-werknemer, graad II-werknemer, graad III-werknemer, f touleër of toumaker, na gelang van die geval, in diens neem.

(2) By die toepassing van hierdie klousule—

(a) kan ’n werkgever, ’n bestuurder of onderbestuurder wat uitsluitlik of hoofsaaklik in diens is in die werk van ’n besondere klas werknemer, as ’n gekwalifiseerde werknemer in sodanige klas geag word;

(b) kan ’n ongekwalifiseerde werknemer, wat ’n loon van minstens die voorgeskrewe loon van ’n gekwalifiseerde werknemer van sy klas ontvang, as ’n gekwalifiseerde werknemer in daardie klas geag word.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

’n Werkgever moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy vereis dat sy werknemer dra, wat enige wet of regulasie hom verplig om aan sy werknemer verskaf, gratis verskaf en in bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgever: Met dien verstande dat ’n werkgever kan vereis dat ’n werknemer ’n uniform, oorpak of beskermende klere was, en dan moet die werkgever so ’n werknemer ’n toelae van minstens vyftien sent per week betaal.

12. BEÏNDIGING VAN DIENSKONTRAK.

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

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

(b) na die eerste vier weke diens minstens ’n week— voort op te sê, of ’n werkgever of ’n werknemer kan die kontrak sonder opsegging beëindig deurdat in plaas van opsegging die werkgever aan die werknemer minstens die volgende taal, of die werknemer aan die werkgever 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:

(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 or a watchman.

9. PIECE-WORK.

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

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

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

plus five per cent.

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

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

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

10. RATIO.

(1) An employer shall not employ an unqualified female clerk, male clerk, dyer, grade I employee, grade II employee, grade III employee or rope layer or rope maker unless he has in his employ a qualified female clerk, male clerk, dyer, grade I employee, grade II employee, grade III employee or rope layer or rope maker, respectively, and for each such qualified female clerk, male clerk, dyer, grade I employee, grade II employee, grade III employee or rope layer or rope maker in his employ, he shall not employ more than one unqualified female clerk, male clerk, dyer, grade I employee, grade II employee, grade III employee or rope layer or rope maker as the case may be.

(2) For the purpose of this clause—

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

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

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

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

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

(i) in the case of twenty-four hours’ notice, the daily wage which the employee is receiving at the time of such termination;

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

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 is as dié wat hierdie klousule voorskryf;
- (iii) die werking van enige verbeurings of boetes wat regtens van toepassing kan wees op 'n werknemer wat sy diens verlaat:

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

(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, moet voor of op die bedryfsinrigting se gewone betaaldag vir so 'n werknemer geskied en neem 'n aanvang op die datum van sodanige betaaldag. Met dien verstande—

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

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

13. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkgewer aan die betrokke werknemer, uitgesonderd 'n arbeider of 'n los werknemer, 'n dienssertifikaat uitreik wat hoofsaaklik die vorm het soos in die Bylae van hierdie Vasstelling voorgeskryf en waarin die volle naam van die werkgewer en van sy werknemer, die bevoeg 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 INDIËNSNEMING.

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

15. LOGBOEK.

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

DAAGLIKSE LOG.

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

(Handtekening van motorvoertuigbestuurder.)

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 werkgewer indien.

(3) Elke werkgewer moet die afskrif van die daaglikse log wat in gevolge klousule (2) by hom ingedien is, drie jaar lank na sodanige indiening bewaar.

Provided that this shall not affect—

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

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

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

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

- (i) that the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 6 or any period of military training;
- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 7; and
- (iii) that where only twenty-four hours' notice is required to be given such notice may be given on any work day.

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

13. CERTIFICATE OF SERVICE.

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

14. PROHIBITION OF EMPLOYMENT.

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

15. LOG BOOK.

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

DAILY LOG.

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

(Signature of Driver.)

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

(2) Every driver of a motor vehicle 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.

BYLAE.

Ek/Ons (a).....wat die.....bedryf beoefen te.....
 verklaar hierby dat.....
 in my/ons (a) diens was vanaf die.....dag van.....19.....tot die.....dag van.....19.....in die betrekking van (b)
 By diensbeëindiging was sy/haar (a) loon (uitgesonderd lewenskostoelae).....rand.....sent per week.

(Handtekening van werkgewer of gemagtigde verteenwoordiger.)

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

(a) Skrap wat nie van toepassing is nie.

(b) Meld die betrekking waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, graad I-werknemer.

No. 24.] [2 Junie 1961.
 WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941, SOOS GEWYSIG.

TOU- EN MATWERKNYWERHEID, 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 bepalings van die Vasstelling vir die Tou- en Matwerknwywerheid gepubliseer by Goewermmentskennisgewing No. 23 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 bepalings van genoemde Wet is nie.

M. VILJOEN,
 Adjunk-minister van Arbeid.

SCHEDULE.

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

(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, grade I employee.

No. 24.] [2 June 1961.
 FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.

CORDAGE AND MATTING INDUSTRY, REPUBLIC OF SOUTH AFRICA.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of subsection (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Determination for the Cordage and Matting Industry, published under Government Notice No. 23 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.

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