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GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 79.] [16 Junie 1961.]

LOONWET, No. 5 VAN 1957.

LOONVASTELLING No. 220.

VUURHOUTJENYWERHEID, 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 Vastelling wat in die Bylae hiervan verskyn ten opsigte van die Vuurhoutjenywerheid gemaak het en die 10de dag van Julie 1961, bepaal het as die datum waarop die bepalings van genoemde Vastelling bindend word.

BYLAE.

1. GEBIED EN BESTEK VAN VASTELLING.

Hierdie Vastelling is van toepassing in die Republiek van Suid-Afrika op alle werknemers, uitgesonderd bestuurders, in die Vuurhoutjenywerheid en op die werkgewers van dié werknemers.

2. WOORDOMSKRYWING.

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

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

„assistent-voorman” ’n werknemer wat onder die algemene toesig van ’n voorman enigeen van die pligte van ’n voorman verrig en wat in sy afwesigheid vir hom mag waarneem;

„assistent-stoorman” ’n werknemer wat onder die algemene toesig van ’n stoorman enigeen van die pligte van ’n stoorman verrig en wat in sy afwesigheid vir hom mag waarneem;

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

„dooskilmasjienbediener, gekwalifiseer,” ’n dooskilmasjienbediener met minstens vyftien maande ondervinding;

„dooskilmasjienbediener, ongekwalifiseer,” ’n dooskilmasjienbediener met minder as vyftien maande ondervinding;

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

„onderbaas” ’n werknemer wat onder die toesig van ’n voorman of assistent-voorman in beheer van ’n groep manlike arbeiders is;

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 79.] [16 June 1961.]

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 220.

MATCH MANUFACTURING INDUSTRY,
REPUBLIC OF SOUTH AFRICA.

By direction of the Deputy-Minister of Labour it is hereby notified, in terms of sub-section (2) of section fourteen of the Wage Act, 1957, that he, acting on behalf of and under the powers vested in the Minister of Labour by sub-section (1) of section fourteen of the said Act, has made the Determination in the Schedule hereto in respect of the Match Manufacturing Industry and has fixed the 10th day of July, 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, in the Match Manufacturing Industry and to the employers of such employees.

2. DEFINITIONS.

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

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

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

„assistant storeman” means an employee who, under the general supervision of a storeman, performs any of the duties of a storeman, 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;

„box peeling machine operator, qualified,” means a box peeling machine operator who has had not less than fifteen months’ experience;

„box peeling machine operator, unqualified,” means a box peeling machine operator who has had less than fifteen months’ experience;

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

„chargehand” means an employee who, under the supervision of a foreman or assistant foreman is in charge of a group of male labourers;

"klerk" 'n werknemer wat skryf, tik, liasseer of enige ander soort klerklike werk doen en hierby is inbegrepe 'n kassier en 'n telefoonoperateur, maar uitgesonderd enige ander klas werknemer wat elders in hierdie klousule omskryf word, ondanks die feit dat klerklike werk deel van dié werknemer se werk kan uitmaak;

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

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

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

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

"lewenskostetoelae" die lewenskostetoelae wat kragtens enige Wet betaalbaar is: Met dien verstande dat as 'n werkgewer sy werknemer gereeld 'n hoër lewenskostetoelae betaal as dié wat kragtens so 'n Wet voorgeskryf word, d.t. dié hoër toelae beteken;

"indompelaar" 'n werknemer wat onder die algemene toesig van 'n voorman of assistent-voorman die toevoer van paraffienwas of vuurhoutjekopmengsel in 'n masjien vir die aanbring van was of koppe aan vuurhoutjies en die vorm en grootte van die vuurhoutjekoppe beheer;

"drywer van 'n motorvoertuig" of "motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig dryf en vir die doel van hierdie woordskrywing is by die uitdrukking "n motorvoertuig dryf" inbegrepe alle tydperke wat daar gedryf word en enige tyd wat die drywer aan werk in verband met die voertuig of die vrag bestee en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf;

"noodwerk" enige werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, gewelddaad of diefstal onverwylde gedoen moet word en werk in verband met die laai of aflaai van trokke of voertuie van die Suid-Afrikaanse Spoorweë en Hawens;

"bedryfsinrigting" 'n perseel waarin of in verband waarmee een of meer werknemers in die Vuurhoutjienywerheid werksaam is;

"ondervinding" met betrekking tot 'n dooskilmasjienbediener, 'n klerk, 'n fabrieksklerk, 'n graad I-werknemer, 'n graad II-werknemer, 'n mes- of lansetslyper en lansetstaafsteller, 'n lat- of boomlaagskilmasjienbediener en 'n bediener van installasie vir die impregneer en droog van latjies, die totale dienstydperk of -tydperke van 'n werknemer as dooskilmasjienbediener, klerk, fabrieksklerk, graad I-werknemer, graad II-werknemer, 'n mes- of lansetslyper en lansetstaafsteller, 'n lat- of boomlaagskilmasjienbediener en 'n bediener van installasie vir die impregneer en droog van latjies, na gelang van die geval;

"fabrieksklerk" 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

- Bywoningsregisters kontroleer en besonderhede aanteken van werknemers wat by die werk of afwesig is;
- besonderhede van die produksie aanteken;
- houtblokke meet en die mate aanteken;
- besonderhede aangaande afval aanteken;
- besonderhede aangaande grondstowwe wat verbruik is, aanteken;

"fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens twaalf maande ondervinding;

"fabrieksklerk, ongekwalifiseer," 'n fabrieksklerk met minder as twaalf maande ondervinding;

"fabrieksvragwagdrywer" 'n werknemer wat 'n motorvoertuig in 'n inrigting dryf;

"stoker" 'n werknemer wat die vuur in 'n stoomketel stook, hark, opbreek of uithaal;

"voorman" 'n werknemer aan die hoof van die werknemers in 'n inrigting, wat beheer oor dié werknemers uitoefen en wat verantwoordelik is daarvoor dat hulle hul werk behoorlik verrig;

"voorvrou" 'n vroulike werknemer wat onder die algemene toesig van 'n voorman aan die hoof van die vroulike werknemers in 'n inrigting staan, wat beheer oor dié werknemers uitoefen en wat verantwoordelik is daarvoor dat hulle hul werk behoorlik verrig;

"graad I-werknemer" 'n werknemer wat in een of meer van die volgende werksaamhede of hoedanighede werksaam is:—

- "outomaat-masjienbediener" (d.w.s. 'n samegestelde masjien vir die aanbring van was en koppe aan vuurhoutjies, die vul van dosies en die aanbring van etikette);
- bediener van masjien vir die sny en druk van vuurhoutjieboekkamme;
- bediener van masjien wat dosies vul;
- bediener van doosetiketter- en inskuiemasjien;
- bediener van masjien wat dosies maak;
- sirkelsaagbediener;
- indompelaar;
- bediener van masjien wat pakke opmaak;
- bediener van masjien wat papier oopsny en heropdraai;
- latjie- of doosnemasjienbediener;

"klerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier and a telephone operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work;

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

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

"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;

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

"dipper" means an employee who, under the general supervision of a foreman or assistant foreman, controls the supply of paraffin wax or match head composition in a match waxing and heading machine and the shape and size of the match heads;

"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;

"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 Match Manufacturing Industry;

"experience" means, in relation to a box peeling machine operator, a clerk, a factory clerk, a grade I employee, a grade II employee, a knife or lancet sharpener and lancet bar setter, a splint or box bottom peeling machine operator and a splint impregnating and drying plant operator, the total period or periods of employment which an employee has had as a box peeling machine operator, a clerk, a factory clerk, a grade I employee, a grade II employee, a knife or lancet sharpener and lancet bar setter, a splint or box bottom peeling machine operator and a splint impregnating and drying plant operator, as the case may be;

"factory clerk" means an employee who is engaged in one or more of the following duties:—

- Checking attendance records and recording particulars of employees at work or absent from work;
- recording particulars of the output;
- measuring logs and recording such measurements;
- recording particulars of waste;
- recording particulars of raw materials consumed;

"factory clerk, qualified," means a factory clerk who has had not less than twelve months' experience;

"factory clerk, unqualified," means a factory clerk who has had less than twelve months' experience;

"factory truck driver" means an employee who is engaged in driving a motor vehicle within an establishment;

"fireman" means an employee who is engaged in stoking, raking, slicing or drawing the fire of a boiler;

"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;

"forewoman" means a female employee who, under the general supervision of a foreman, is in charge of the female 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 one or more of the following operations or capacities:—

- "Automat" machine (i.e., a composite match waxing and heading and box filling and labelling machine) attendant;
- book match comb cutting and printing machine attendant;
- box filling machine attendant;
- box labelling and nesting machine attendant;
- box making machine attendant;
- circular saw operator;
- dipper;
- packetting machine attendant;
- paper slitting and re-winding machine attendant;
- splint or box chopping machine attendant;

„graad II-werknemer” ’n werknemer wat in een of meer van die volgende werksaamhede of hoedanighede werksaam is—

- (a) bediener van masjien wat vuurhoutjieboekies stik;
- (b) koppe aan vuurhoutjieboekies aanbring, d.w.s. vuurhoutjieboekamme in vuurhoutjiekopmengsel indompel;
- (c) bediener van masjien wat strykvakke op vuurhoutjieboekies verf en hulle inkeep;
- (d) bediener van masjien wat omslae van vuurhoutjieboekies oopsny;
- (e) bediener van masjien wat vuurhoutjieboekies bosseleer;
- (f) bediener van masjien vir die vervaardiging van kartondose;
- (g) bediener van masjien wat karton kap of oopsny;
- (h) bediener van kartonlaagsnymasjien;
- (i) latbindmasjienbediener;
- (j) bediener van „deurlopende” masjien (d.w.s. masjien wat was en koppe aan vuurhoutjies aanbring);
- (k) bediener van masjien wat mengsels en verf aanmaak;
- (l) bas verwyder deur middel van ’n masjien;
- (m) van ’n „outomaat-masjien” (d.w.s. ’n samegestelde masjien vir die aanbring van was en koppe en die vul van en aanbring van etikette aan dosies) wegneem;
- (n) ’n masjien voer wat dosies vul, etiketteer of inskuif of daarvan wegneem;
- (o) met die hand in massa toedraai;
- (p) bediener van masjien vir die verf van strykvakke;
- (q) bediener van etiketteermasjien;
- (r) bediener van masjien wat pasta aanmaak;
- (s) skudmasjienbediener;
- (t) bediener van masjien wat latjies gelyk skud;
- (u) gevulde vuurhoutjiedosies sorteer, omdraai en ondersoek;
- (v) vuurhoutjies toets;

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

- (a) vuurhoutjies tel;
- (b) boodskappe, briewe of artikels te voet of per fiets, driewiel of handvoertuig aflewer, uitgesonderd in ’n bedryfsinrigting;
- (c) bediener van masjien wat vuurhoutjies skoonmaak en herwin;
- (d) was smelt;
- (e) masjiene (wat tot stilstand gebring is), of voertuie olie of smeer;
- (f) ’n goedererhyser bedien;
- (g) etikette wegneem en saambind;

„graad IV-werknemer” ’n werknemer wat in een of meer van die volgende werksaamhede of hoedanighede werksaam is—

- (a) Vuurhoutjiedosies vir defekte nagaan en defekte vuurhoutjiedosies verwyder;
- (b) gevulde en geverfde vuurhoutjiedosies ondersoek en hulle in bakke pak;
- (c) stoker;
- (d) spoel in ’n papiersny- en heropdraaimasjien aanbring of daarvan verwyder en wat die masjien tot stilstand kan bring;
- (e) bediener van masjien wat in massa toedraai;
- (f) kledingstukke stryk;
- (g) vuurhoutjies sorteer, d.w.s. defekte vuurhoutjies verwyder;
- (h) vuurhoutjieboekamme in omslae invoeg;
- (i) afvalvuurhoutjies met die hand herwin;
- (j) fineer afhaal;

„faktotam” ’n werknemer wat ondergeskikte herstelwerk of verstellings aan masjinerie of uitrusting doen, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van ’n inrigting gebruik word, en wat ondergeskikte herstel- of opknappingswerk aan geboue kan doen of wat bakke of standaardhulpuitrusting vir die fabriek kan maak;

„mes- of lansetslyper en lansetstaafsteller, gekwalifiseer,” ’n mes- of lansetslyper en lansetstaafsteller met minstens agtien maande ondervinding;

„mes- of lansetslyper en lansetstaafsteller, ongekwalifiseer,” ’n mes- of lansetslyper en lansetstaafsteller met minder as agtien maande ondervinding;

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

- (a) Vuurhoutjieboekies in was doop voor en nadat koppe aangebring is;
- (b) artikels dra, skuif, oplaag of stapel;
- (c) persele, voertuie, installasie, masjinerie, implemente, gereedskap, gerei of ander artikels skoonmaak of was;
- (d) rantsone kook of tee of ander soortgelyke drank maak;
- (e) bas verwyder, uitgesonderd met behulp van ’n masjien;
- (f) boodskappe, briewe of artikels binne ’n bedryfsinrigting aflewer;
- (g) saag met blokke voer of blokke of planke vashou wat gesaag word;
- (h) pastapotte of ander houers met die hand vul;
- (i) nuwe buite- of binnekante aan beskadigde vuurhoutjiedose aanbring;

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

- (a) Book match stitching machine attendant;
- (b) book match heading, i.e., dipping book match com into match head composition;
- (c) book match ignition painting and scoring machine attendant;
- (d) book match cover slitting machine attendant;
- (e) book match embossing machine attendant;
- (f) cardboard box making machine attendant;
- (g) cardboard chopping or slitting machine attendant;
- (h) cardboard skillet cutting machine attendant;
- (i) cheesing machine attendant;
- (j) „continuous” machine (i.e., match waxing and heading machine) attendant;
- (k) composition and paint mixing machine attendant;
- (l) debarking by machine;
- (m) taking off from an „automat” (i.e., a composite match waxing and heading and box filling and labelling machine);
- (n) feeding into or taking off from a box filling or a labelling and nesting machine;
- (o) gross wrapping by hand;
- (p) ignition painting machine attendant;
- (q) labelling machine attendant;
- (r) paste mixing machine attendant;
- (s) ruffling machine attendant;
- (t) splint levelling machine attendant;
- (u) sorting, turning and inspecting filled match boxes;
- (v) testing matches;

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

- (a) Counting matches;
- (b) delivering messages, letters or articles on foot or by means of a bicycle, tricycle or hand-propelled vehicle other than within an establishment;
- (c) match cleaning and re-claiming machine attendant;
- (d) melting wax;
- (e) oiling or greasing machines (when not in motion) vehicles;
- (f) operating a goods lift;
- (g) taking off and bundling labels;

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

- (a) Examining match boxes for defects and picking out defective match boxes;
- (b) examining filled and painted match boxes and placing them into trays;
- (c) fireman;
- (d) fitting into or removing reels from a paper slitting and re-winding machine and who may stop the machine;
- (e) gross wrapping machine attendant;
- (f) ironing articles of clothing;
- (g) match picking, i.e., picking out defective matches;
- (h) inserting book match combs into covers;
- (i) re-claiming waste matches by hand;
- (j) veneer pulling;

„handyman” means an employee who is engaged in making minor repairs or adjustments to machinery or equipment other than machinery or equipment used directly in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings or make trays or standard ancillary factory equipment;

„knife or lancet sharpener and lancet bar setter, qualified” means a knife or lancet sharpener and lancet bar setter who has had not less than eighteen months’ experience;

„knife or lancet sharpener and lancet bar setter, unqualified” means a knife or lancet sharpener and lancet bar setter who has had less than eighteen months’ experience;

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

- (a) Book match wax dipping before and after heading;
- (b) carrying, moving, lifting or stacking articles;
- (c) cleaning or washing premises, vehicles, plant, machinery, implements, tools, utensils or other articles;
- (d) cooking rations or making tea or other similar beverages;
- (e) debarking, other than by machine;
- (f) delivering messages, letters or articles within an establishment;
- (g) feeding logs to saw or holding logs or planks for sawing;
- (h) filling paste pots or other containers by hand;
- (i) fitting new outers or inners to damaged match boxes;

(j) tuinwerk, d.w.s. plant (onder toesig), spit, grassny, hark, skoffel, natlei of tuingrond of materiaal meng of strooi of heinings knip of snoei, of paaie of paadjies skoonmaak of vee;

(k) laai of aflaai;

(l) vure maak of in stand hou, uitgesonderd in stoomketels, of vuilgoed of as verwyder;

(m) merk, sjabloneer of in bondels bind, uitgesonderd etikette in bondels saambind;

(n) sakke, bale, pakkette, kartonne of ander houters oop- of toemaak;

(o) 'n handhyser bedien;

(p) hyser bedien wat 'n saag met blokke voer;

(q) artikels van dieselfde grootte en getal in houters plaas wat spesiaal gemaak is om hulle te bevat;

(r) vuurhoutjiekopmengsel in ketel giet wat daarvoor bedoel is;

(s) vuurhoutjieboekkamme van mekaar losmaak;

(t) vuurhoutjieboekkamme oopsny;

(u) van masjien wegneem wat vuurhoutjieboekkamme sny;

(v) moere, boute of skroewe onder toesig van 'n vakman aan- of losdraai;

(w) volgens 'n gestelde skaal weeg;

„wet” ook die gemene reg;

„masjienoperateur” of „masjienbediener” 'n werknemer wat 'n kragaangedrewe masjien bedien, aansit of afskakel, wat die werk wat die masjien doen ondersoek of kontroleer, wat geringe verstellings, terwyl die masjien aan die gang is, mag doen en wat so 'n masjien kan voer of daarvan kan wegneem;

„onderhoudsman” 'n werknemer, uitgesonderd 'n ambagsman, wat ondergeskikte herstelwerk of verstellings aan masjinerie of uitrusting doen wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word;

„bestuurder” 'n werknemer aan wie sy werkgever die volgende opgedra het—

(a) die algehele toesig oor;

(b) die algehele verantwoordelikheid vir; en

(c) die algehele bestuur van

die bedrywigheide van 'n inrigting en die werknemers wat daarin werksaam is;

„vuurhoutjienuwerheid” die nywerheid waarin werkgevers en werknemers met mekaar geassosieer is met die doel om vuurhoutjies te vervaardig in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of aan registrasie onderworpe is en dit omvat alle werksaamhede wat met die voormelde bedrywigheid in verband staan of daaruit voortspuit;

„militêre opleiding” ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1), gelees met sub-artikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, moet meemaak, maar uitgesonderd opleiding wat hy ingevolge artikel drie-en-twintig van voornoemde Wet kan verkies om mee te maak of ander opleiding of diens waarvoor hy hom vrywilliglik aanmeld of wat hy verkies om mee te maak;

„motorvoertuig” 'n kragaangedrewe voertuig wat vir die vervoer van goedere gebruik word en waarby inbegrepe is 'n voorhaker, maar met uitsondering van 'n mobiele hyser;

„stukwerk” 'n stelsel waarvolgens 'n werknemer se besoldiging gebaseer word op die hoeveelheid werk wat gedoen is;

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

„senior bestuurs-, 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;

„bediener van lat- of boomlaagskilmasjien, gekwalifiseer,” 'n bediener van lat- of boomlaagskilmasjien met minstens twaalf maande ondervinding;

„bediener van lat- of boomlaagskilmasjien, ongekwalifiseer,” 'n bediener van lat- of boomlaagskilmasjien met minder as twaalf maande ondervinding;

„bediener van installasie vir die impregneer en droog van latjies, gekwalifiseer,” 'n bediener van installasie vir die impregneer en droog van latjies met minstens twaalf maande ondervinding;

„bediener van installasie vir die impregneer en droog van latjies, ongekwalifiseer,” 'n bediener van installasie vir die impregneer en droog van latjies met minder as twaalf maande ondervinding;

„stoorman” 'n werknemer wat in beheer is van voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat verantwoordelik is vir die ontvangs, bewaring, verpakking of uitpak van goedere in 'n pakkamer of pakhuis of vir die lewering van goedere uit 'n pakkamer of pakhuis aan die verbruiksafdelings in 'n inrigting of vir versending;

„onderbestuurder” 'n werknemer aan wie sy werkgever die volgende opgedra het:—

(a) Die toesig oor, en

(b) die verantwoordelikheid vir die bestuur van,

die bedrywigheide van 'n departement, afdeling of seksie van 'n inrigting en die werknemers wat daarin werksaam is;

„opsigter” 'n vroulike werknemer wat onder die algemene toesig van 'n voorman of voorvrou beheer het oor 'n groep vroulike werknemers;

(j) gardening work, i.e., planting under supervision, digging, mowing, raking, weeding or watering or mixing or spreading garden soil or material or cutting or trimming hedges or cleaning or sweeping roads or paths;

(k) loading or off-loading;

(l) making or maintaining fires, other than in boilers, or removing refuse or ashes;

(m) marking, stencilling or bundling, other than bundling labels;

(n) opening or closing bags, bales, packages, cartons or other containers;

(o) operating a hand hoist;

(p) operating hoist feeding logs to saw;

(q) placing articles of a uniform size and number into receptacles specially made to contain them;

(r) pouring match head composition into composition kettle;

(s) separating book match combs;

(t) slitting book match combs;

(u) taking off from book match comb cutting machine;

(v) tightening or loosening nuts, bolts or screws under the supervision of an artisan;

(w) weighing to a set scale;

„law” includes the common law;

„machine operator” or „machine attendant” means an employee who operates, attends, starts or stops a power-driven machine, who scrutinises or checks the work done by the machine, who may make minor running adjustments to the machine and who may feed into or take off from such machine;

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

„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;

„match manufacturing industry” means the industry in which employers and employees are associated for the purpose of manufacturing matches 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 the aforesaid activity;

„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 used for conveying goods and includes a mechanical horse but does not include a mobile hoist;

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

„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;

„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;

„splint or box bottom peeling machine operator, qualified,” means a splint or box bottom peeling machine operator who has had not less than twelve months' experience;

„splint or box bottom peeling machine operator, unqualified,” means a splint or box bottom peeling machine operator who has had less than twelve months' experience;

„splint impregnating and drying plant operator, qualified,” means a splint impregnating and drying plant operator who has had not less than twelve months' experience;

„splint impregnating and drying plant operator, unqualified,” means a splint impregnating and drying plant operator who has had less than twelve months' experience;

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

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

(a) the supervision over; and

(b) the responsibility for the direction of;

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

„supervisor” means a female employee who, under the general supervision of a foreman or forewoman, is in charge of a group of female employees;

„onbelaste gewig” die gewig van enige motorvoertuig of sleepwa soos aangeteken in ’n lisensie of sertifikaat wat ten opsigte van die motorvoertuig of sleepwa uitgereik is 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 of bromfiets of fiets uitgerus met ’n hulpenjin, die onbelaste gewig geag word hoogstens 1,000 lb. te wees;

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

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

(2) Vir die toepassing van hierdie Vastelling word ’n werknemer geag as behorende tot daardie klas waarin hy uitsluitend of hoofsaaklik werksaam is.

3. BESOLDIGING.

(1) Die minimum loon wat ’n werkgever aan elke lid van die ondervermelde klasse van sy werknemers moet betaal, is soos volg:—

(a) *Werknemers, uitgesonderd los werknemers.*

	In alle gebiede. Weekliks. R c
Ambagsman.....	17 25
Assistent-voorman.....	17 00
Assistent-stoomman.....	9 90
Dooskilmassienbediener— gekwalifiseer.....	12 00
ongekwalifiseer— gedurende die eerste drie maande ondervinding.....	7 00
gedurende die tweede drie maande ondervinding.....	7 95
gedurende die derde drie maande ondervinding.....	8 55
gedurende die vierde drie maande ondervinding.....	9 62½
gedurende die vyfde drie maande ondervinding.....	10 82½
Onderbaas.....	6 52½
Klerk, manlik— gekwalifiseer.....	13 85
ongekwalifiseer— gedurende die eerste jaar ondervinding.....	6 50
gedurende die tweede jaar ondervinding.....	7 85
gedurende die derde jaar ondervinding.....	9 25
gedurende die vierde jaar ondervinding.....	10 60
gedurende die vyfde jaar ondervinding.....	12 00
Klerk, vroulik— gekwalifiseer.....	10 15
ongekwalifiseer— gedurende die eerste jaar ondervinding.....	6 00
gedurende die tweede jaar ondervinding.....	7 05
gedurende die derde jaar ondervinding.....	8 07½
gedurende die vierde jaar ondervinding.....	9 15
Dryer van ’n motorvoertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van ’n sleepwa of sleepwaens wat deur die voertuig getrek word— (i) hoogstens 6,000 lb. is.....	8 50
(ii) meer as 6,000 lb. maar hoogstens 10,000 lb. is.....	10 50
(iii) meer as 10,000 lb. is.....	14 00
Fabrieksklerk— gekwalifiseer.....	8 00
ongekwalifiseer— gedurende die eerste drie maande ondervinding.....	5 00
gedurende die tweede drie maande ondervinding.....	5 75
gedurende die derde drie maande ondervinding.....	6 50
gedurende die vierde drie maande ondervinding.....	7 25
Fabrieksvragdrywer.....	7 05
Voorman.....	20 00
Voorvrou.....	12 00
Graad I-werknemer— gedurende die eerste drie maande ondervinding.....	5 00
gedurende die tweede drie maande ondervinding.....	5 75
gedurende die derde drie maande ondervinding.....	6 50
daarna.....	7 37½
Faktotum.....	10 05
Mes- of lansetslyper en lansetstaafsteller— gekwalifiseer.....	14 00
ongekwalifiseer— gedurende die eerste drie maande ondervinding.....	7 00
gedurende die tweede drie maande ondervinding.....	8 25
gedurende die derde drie maande ondervinding.....	9 50
gedurende die vierde drie maande ondervinding.....	10 75
gedurende die vyfde drie maande ondervinding.....	12 00
gedurende die sesde drie maande ondervinding.....	13 00
Onderhoudsman.....	11 00
Bediener van lat- of boomlaagskilmassien, Bediener van installasie vir die impregneer en droog van latjies } gekwalifiseer.....	11 00
ongekwalifiseer— gedurende die eerste drie maande ondervinding.....	7 00
gedurende die tweede drie maande ondervinding.....	8 00
gedurende die derde drie maande ondervinding.....	9 00
gedurende die vierde drie maande ondervinding.....	10 00
Stoomman.....	14 25
Opsitter.....	9 20

„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. 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 all Areas. Per Week. R c
Artisan.....	17 25
Assistant foreman.....	17 00
Assistant storeman.....	9 90
Box peeling machine operator— qualified.....	12 00
unqualified— during the first three months of experience.....	7 00
during the second three months of experience.....	7 95
during the third three months of experience.....	8 55
during the fourth three months of experience.....	9 62½
during the fifth three months of experience.....	10 82½
Chargehand.....	6 52½
Clerk, male— qualified.....	13 85
unqualified— during the first year of experience.....	6 50
during the second year of experience.....	7 85
during the third year of experience.....	9 25
during the fourth year of experience.....	10 60
during the fifth year of experience.....	12 00
Clerk, female— qualified.....	10 15
unqualified— during the first year of experience.....	6 00
during the second year of experience.....	7 05
during the third year of experience.....	8 07½
during the fourth year of experience.....	9 15
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 6,000 lb.....	8 50
(ii) exceeds 6,000 lb. but not 10,000 lb.....	10 50
(iii) exceeds 10,000 lb.....	14 00
Factory clerk— qualified.....	8 00
unqualified— during the first three months of experience.....	5 00
during the second three months of experience.....	5 75
during the third three months of experience.....	6 50
during the fourth three months of experience.....	7 25
Factory truck driver.....	7 05
Foreman.....	20 00
Forewoman.....	12 00
Grade I employee— during the first three months of experience.....	5 00
during the second three months of experience.....	5 75
during the third three months of experience.....	6 50
thereafter.....	7 37½
Handyman.....	10 05
Knife or lancet sharpener and lancet bar setter— qualified.....	14 00
unqualified— during the first three months of experience.....	7 00
during the second three months of experience.....	8 25
during the third three months of experience.....	9 50
during the fourth three months of experience.....	10 75
during the fifth three months of experience.....	12 00
during the sixth three months of experience.....	13 00
Maintenance man.....	11 00
Splint or box bottom peeling machine operator } Splint impregnating and drying plant } operator qualified.....	11 00
unqualified— during the first three months of experience.....	7 00
during the second three months of experience.....	8 00
during the third three months of experience.....	9 00
during the fourth three months of experience.....	10 00
Storeman.....	14 25
Superviso.....	9 20

	In Kaap-provinsie.	In die Landdros-distrik Johannesburg.	In alle ander gebiede.
	Weekliks. R c	Weekliks. R c	Weekliks. R c
Iraad II-werknemer—			
gedurende die eerste drie maande ondervinding.....	5 00	5 00	4 50
gedurende die tweede drie maande ondervinding.....	5 75	5 75	5 22½
daarna.....	6 52½	6 52½	6 00
Iraad III-werknemer.....	5 52½	5 52	5 05
Iraad IV-werknemer—			
18 jaar en ouer.....	5 02½	4 77½	4 60
onder 18 jaar.....	3 67½	3 32½	3 22½
Arbeider, manlik—			
18 jaar en ouer.....	4 77½	4 42½	4 25
onder 18 jaar.....	3 32½	3 10	3 00
Arbeider, vroulik.....	3 82½	3 55	3 40
Netelbediener.....	5 27½	4 95	4 75
Vag.....			
Verknemer wat nie spesifiek elders in hierdie klousule vermeld word nie.....	5 52½	5 25	5 05

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

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag; en uitgesonderd soos bepaal in klousule 4 (6), moet 'n werknemer ten opsigte van '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 is, of hy in daardie week die volle getal gewone werkure wat ingevolge klousule 5 op hom van toepassing is of minder gewerk het.

(3) *Differensiële lone.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of toelaat dat hy altesaam langer as 'n uur op 'n dag of benewens sy gewone werk of in plaas daarvan, werk van 'n ander klas verrig ten aansien waarvan in subklousule (1) of—

(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;

voorgeskryf word, moet aan dié werknemer ten opsigte van daardie dag die volgende betaal:—

(i) In die geval genoem in paragraaf (a), minstens die dagloon wat op die hoër loon gebaseer is; en

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

Met dien verstande dat—

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

(ii) tensy uitdruklik anders bepaal in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer, niks in hierdie Vastelling so uitgelê mag word dat dit 'n werkgewer daarvan weerhou om van 'n werknemer te vereis dat hy werk van 'n ander klas doen waarvoor dieselfde of 'n laer loon voorgeskryf is as dié wat vir so 'n werknemer voorgeskryf is nie.

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

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

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

(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 gewoonlik in 'n week werk.

	In the Cape Province.	In the Magisterial District of Johannesburg.	In all other Areas.
	Per Week. R c	Per Week. R c	Per Week. R c
Grade II employee—			
during the first three months of experience.....	5 00	5 00	4 50
during the second three months of experience.....	5 75	5 75	5 22½
thereafter.....	6 52½	6 52½	6 00
Grade III employee.....	5 52½	5 25	5 05
Grade IV employee—			
18 years of age and over... under 18 years of age.....	5 02½ 3 67½	4 77½ 3 32½	4 60 3 22½
Labourer, male—			
18 years of age and over... under 18 years of age.....	4 77½ 3 32½	4 42½ 3 10	4 25 3 00
Labourer, female.....	3 82½	3 55	3 40
Boiler attendant.....	5 27½	4 95	4 75
Watchman.....			
Employee not elsewhere in this clause specifically mentioned	5 52½	5 25	5 05

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

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

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

(a) 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. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalings van klousule 6 (4), moet die bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks in kontant betaal word, of, met die toestemming van die werknemer, tweewekliks of maandeliks gedurende werkure op die gewone betaaldag van die bedryfsinrigting ten aansien van so 'n werknemer, of, wanneer die dienskontrak voor die gewone betaaldag beëindig word, by die beëindiging van die kontrak, en die bedrag moet in 'n koevert of houer geplaas word waarop aangeteken is of wat vergesel gaan van 'n staat waarop ondervermelde aangedui word:—

- Naam van die werkgewer;
- naam of betaalstaatsnommer en beroep van die werknemer;
- die getal gewone werkure wat die werknemer gewerk het;
- die getal oortydure wat die werknemer gewerk het;
- die werknemer se loon;
- die werknemer se lewenskostetoelae;
- besonderhede aangaande enige ander besoldiging ten aansien van die werknemer se diens;
- besonderhede aangaande aftrekkings wat gedoen is;
- die werklike bedrag wat aan die werknemer betaal word; en
- die tydperk ten opsigte waarvan betaling gedoen word;

en dié koevert of houer of staat waarop hierdie besonderhede aangeteken word, word die eiendom van die werknemer.

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

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

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

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

(6) *Aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes opleë nie; ook mag hy niks van sy werknemer se besoldiging aftrek nie: Met dien verstande dat 'n werkgewer ondervermelde aftrekkings mag doen:—

- Met die skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siektebystands-, versekerings-, spaar-, voorsienings- of pensioenfondse, ledegeld aan vakverenigings, inkomstebelasting of ander belastinge wat deur die Sentrale Regering of 'n Provinsiale Raad gehef word, die koste van geneesmiddels of medisyne wat aan 'n werknemer verskaf is of huishuur of tandheelkundige dienste;
- behalwe waar dit anders in hierdie Vasstelling bepaal word, wanneer 'n werknemer van sy werk afwesig is sonder dat hy daartoe deur sy werkgewer gelas of versoek is, 'n bedrag in verhouding tot die tydperk van afwesigheid en bereken volgens die loon wat die werknemer ten aansien van sy gewone werkure ten tye van sodanige afwesigheid ontvang het;
- 'n bedrag wat 'n werkgewer by wet of ingevolge 'n bevel van 'n bevoegde geregshof moet of toegelaat word om af te trek;
- as 'n werknemer daartoe instem of as daar ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word dat hy kos en inwoning of kos of inwoning van sy werkgewer aanneem, hoogstens die bedrae wat hieronder aangegee word:—

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

- as die gewone werkure wat in klousule 5 voorgeskryf word weens korttyd verminder word, 'n aftrekking ten bedrae van die werknemer (uitgesonderd 'n los werknemer) se uurloon ten opsigte van elke uur van dié vermindering: Met dien verstande dat—

- die aftrekking nie meer mag wees nie as een-derde van die werknemer se weekloon ongeag die getal ure waarmee die gewone werkure aldus verminder is;
- geen aftrekking gedoen mag word in die geval van korttyd vanweë 'n slapte in die bedryf of 'n tekort aan grondstowwe nie, tensy die werkgewer sy werknemer die vorige werksdag in kennis gestel het van sy voorneme om die gewone werkure te verminder;
- geen aftrekking gedoen mag word in die geval van korttyd vanweë 'n algemene onklaarraking aan installasie of masjinerie of 'n instorting of dreigende instorting van geboue, ten opsigte van die eerste uur wat nie gewerk is nie, tensy die werkgewer die werknemer die vorige dag in kennis gestel het dat geen werk beskikbaar sal wees nie;

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, fortnightly or monthly during the hour 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, which shall be accompanied by a statement showing—

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

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

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

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

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

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

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

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

Per Week. Per Month.

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

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

- that such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
- that no deduction shall be made in the case of short time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
- that no deduction shall be made in the case of short time owing to a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available;

- (f) 'n bedrag gelyk aan sy dagloon ten opsigte van enige openbare vakansiedag, uitgesonderd - Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag, waarop die werknemer op eie versoek toegelaat word om nie te werk nie;
- (g) met skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgever aan 'n stadsraad of ander plaaslike bestuur betaal het ten opsigte van die huur van 'n huis, of van huisvesting in 'n tehuis vir sodanige werknemer in 'n lokasie of Bantodorp wat onder die beheer van sodanige raad of ander plaaslike bestuur val.

5. WERKURE, GEWONE EN OORTYD, EN OORTYDBETALING.

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

(a) vier-en-veertig in 'n week van Maandag tot en met Saterdag; en

(b) behoudens paragraaf (a) hiervan—

(i) agt op 'n dag in die geval van 'n werknemer van wie vereis of wat toegelaat word om ses dae in 'n week te werk;

(ii) nege op 'n dag in die geval van 'n werknemer van wie vereis of wat toegelaat word om hoogstens vyf dae in 'n week te werk;

(2) 'n Werkgever mag nie van 'n los werknemer vereis of toelaat dat hy meer as nege gewone werkure op 'n dag werk nie.

(3) *Etenspouses.*—'n Werkgever mag nie vereis of toelaat dat 'n werknemer meer as vyf uur aaneen werk sonder 'n etenspouse van minstens een uur nie en gedurende so 'n pouse mag van die werknemer nie vereis of mag hy nie toegelaat word om enige werk te doen nie en die pouse mag nie as deel van die gewone werkure of oortyd geag word nie: Met dien verstande dat—

(i) werktye met onderbrekings van minder as een uur as aaneenlopend geag word;

(ii) as die pouse langer as een uur is, die tydperk bo en behalwe een en 'n kwart uur as tyd gewerk geag word;

(iii) as 'n drywer van 'n motorvoertuig gedurende die pouse geen ander werk doen nie as om vir die voertuig verantwoordelik te wees of te bly, dit vir die toepassing van hierdie subklousule geag word dat hy nie gedurende die pouse gewerk het nie;

(iv) 'n werkgever en sy werknemer kan ooreenkom dat die etenspouse tot minstens 'n halfuur verkort word en in daardie geval en nadat die werkgever 'n verklaring van die ooreenkomst aan die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied, voorgelê het, kan die etenspouse aldus verkort word.

(4) *Ruspouses.*—'n Werkgever moet aan elkeen van sy werknemers 'n ruspouse van minstens tien minute toestaan wat so na doenlik aan die middel van elke oggend- en middagskof kom en gedurende hierdie pouse mag daar nie van die werknemer vereis of hy nie toegelaat word om te werk nie en dié pouse moet as deel van die gewone werkure van die werknemer geag word.

(5) *Die werkure moet opeenvolgend wees.*—Behoudens die bepalings van subklousule (3) moet alle werkure van 'n werknemer op 'n dag opeenvolgend wees.

(6) *Oortyd.*—Alle werktye wat die getal gewone werkure soos voorgeskryf in subklousules (1) en (2) oorskry, word geag oortyd te wees.

(7) *Beperking van oortyd.*—'n Werkgever mag nie van sy werknemer vereis of toelaat dat hy meer oortyd werk nie, as—

(a) twee uur op 'n dag in die geval van 'n los werknemer;

(b) in die geval van 'n ander werknemer—

(i) twee uur op 'n dag;

(ii) tien uur in 'n week;

Met dien verstande dat 'n werknemer wat 'n vyfdaagse week werk tot vier uur oortyd op 'n Saterdag mag werk, dog op so 'n wyse dat tien uur nie in daardie week oorskry word nie.

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

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

(b) na 1-uur nm. op meer as vyf dae 'n week werk nie;

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

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

(e) op meer as sestig dae in 'n jaar gewerk werk nie;

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

(i) die werknemer voor middag daarvan in kennis gestel het; of

(ii) die werknemer van 'n behoorlike ete voorsien het en haar genoeg tyd toegestaan het om dit te nuttig voordat sy met oortyd moet begin; of

(iii) die werknemer minstens twee sjelings en ses pennies betaal het met genoeg tyd om 'n maaltijd te bekom en te nuttig voordat oortyd moet begin.

(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) forty-four in any week from Monday to Saturday, inclusive; and

(b) subject to paragraph (a) hereof—

(i) eight on any day in the case of an employee who is required or permitted to work on six days in any week;

(ii) nine on any day in the case of an employee who is required or permitted to work on not more than five days in any week.

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

(3) *Meal Intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without 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 that—

(i) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(ii) 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) 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 purpose of this sub-clause not to have worked during such interval;

(iv) 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—

(i) two hours on any day;

(ii) ten hours in any week;

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

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

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

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

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

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

(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) *Betaling vir oortyd.*—'n Werkgewer moet 'n werknemer wat oortyd werk minstens onderstaande betaal—

- (a) in die geval van 'n los werknemer een en 'n derde maal sy dagloon gedeel deur nege ten opsigte van elke uur of gedeelte van 'n uur wat hy aldus op 'n dag gewerk het;
- (b) in die geval van 'n ander werknemer een en 'n derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur oortyd wat hy altesaam op enige dae in 'n week gewerk het;

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

(10) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule is nie op 'n wag van toepassing nie;

(b) die bepalinge van hierdie klousule is nie op 'n voorman of op 'n senior bestuurs-, professionele of administratiewe werknemer of op 'n onderbestuurder van toepassing nie as en sōlank dié werknemer 'n gereelde besoldiging ontvang teen minstens R1,560 per jaar: Met dien verstande dat 'n lewenskostetoelae van meer as die hoogste skaal soos voorgeskryf by Oorlogsmaatreël No. 43 van 1942 (soos gewysig) nie as besoldiging beskou mag word nie

(c) Die bepalinge van subklousules (3), (4), (5) en (7) is nie op 'n ketelbediener, op 'n stoker of op 'n werknemer wat noodwerk doen van toepassing nie en subklousule (7) is nie op 'n werknemer van toepassing wat strykvakverf of vuurhoutjiekopmengsel aanmaak nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2) moet 'n werk-gewer sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke twaalf maande diens wat die werknemer by hom voltooi het, die volgende toestaan—

- (a) een-en-twintig opeenvolgende kalenderdae verlof in die geval van 'n wag;
- (b) veertien opeenvolgende kalenderdae verlof in die geval van alle ander werknemers,

en moet hy die werknemer ten opsigte van die verlof soos volg betaal—

- (i) in die geval van 'n werknemer genoem in paragraaf (a), 'n bedrag van minstens drie maal die weekloon waarop hy met ingang van die eerste dag van die verlof geregtig is;
- (ii) in die geval van 'n werknemer genoem in paragraaf (b), 'n bedrag van minstens twee maal die weekloon waarop hy met ingang van die eerste dag van die verlof geregtig is.

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

- (i) as die verlof nie eerder toegestaan is nie dit behoudens die bepalinge van subklousule (3), sō toegestaan moet word dat dit binne vier maande na voltooiing van die twaalf maande diens waarop dit betrekking het, moet begin of as die werkgewer en die werknemer voor verstryking van die genoemde tydperk van vier maande skriftelik daartoe ooreengekom het die werkgewer die verlof aan die werknemer kan toestaan op 'n datum nie later nie as twee maande na voormelde tydperk van vier maande;
- (ii) die verloftydperk nie mag saamval met siekteverlof wat ingevolge klousule 7 toegestaan is of, uitgesonderd op versoek van die werknemer en mits die werkgewer skriftelik daarmee ingestem het, met enige tydperk van militêre opleiding nie;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag binne sodanige verloftydperk val, nog 'n werkdag vir elke sodanige vakansiedag by voormelde tyd-perk gevoeg moet word en die werknemer 'n bedrag van minstens sy dagloon ten opsigte van elke sodanige dag wat bygevoeg is, betaal moet word;
- (iv) 'n werkgewer elke dag geleentheidsverlof wat met volle betaling op skriftelike versoek van sy werknemer gedurende die tydperk van twaalf maande diens waarop die verloftyd-perk betrekking het, aan sy werknemer toegestaan is, van die verloftydperk kan aftrek.

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

- (i) die versoek nie later nie as twee maande na verstryking van die eerste tydperk van twaalf maande diens waarop dit betrekking het deur die werknemer gedoen word, en
- (ii) dat die werkgewer die datum van ontvangs van dié versoek daarop aanbring en dit onderteken en die versoek vir 'n tydperk van minstens drie jaar van daardie datum af of van die verstrykingsdatum van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, na gelang watter die jongste is, moet bewaar.

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

(4) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die verlof wat voorgeskryf is in subklousule (1), gelees met sub-klousule (3), moet voor of op die laaste werkdag voor die aan-vangsdatum van die verlof betaal word.

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

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

(10) *Savings.*—(a) The provisions of this clause shall not apply to a watchman.

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

(c) The provisions of sub-clauses (3), (4), (5) and (7) shall not apply to a boiler attendant, to a fireman or to an employee while he is engaged on emergency work and sub-clause (7) shall not apply to an employee who is engaged in mixing ignition paint or match head composition.

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.

(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 employer may permit the leave to accumulate over a period of not more than twenty-four months of employment: Provided—

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

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

(4) *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) 'n Werknemer wie se dienskontrak beëindig word gedurende 'n tydperk van twaalf maande diens voordat die verloftydperk opgeloopt het wat in subklousule (1) ten opsigte van daardie tydperk voorgeskryf is, moet by die beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van die diens tyd minstens onderstaande bedrag betaal word—

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

van die weekloon wat hy onmiddellik voor die datum van beëindiging ontvang het: Met dien verstande dat 'n werkgewer 'n bedrag na verhouding kan aftrek ten opsigte van 'n verloftydperk wat ingevolge die vierde voorbehoudsbepaling by subklousule (2) aan 'n werknemer toegestaan is 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 verlaat sonder 'n rede wat by wet as voldoende erken word; of
- (iii) wat deur sy werkgewer sonder opsegging ontslaan word om enige rede wat by wet as voldoende vir die ontslag sonder opsegging erken word,

nietegeregtig is op enige betaling kragtens hierdie subklousule nie.

(6) 'n Werknemer wat op 'n verloftydperk soos voorgeskryf in subklousule (1) gelees met subklousule (3) geregtig geword het en wie se dienskontrak beëindig word voordat die verlof toegestaan is, moet by beëindiging van sy diens die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op datum van die beëindiging aan hom toegestaan sou gewees het.

(7) Vir die toepassing van hierdie klousule word die uitdrukking „diens” geag 'n tydperk te omvat ten aanskien waarvan 'n werkgewer 'n werknemer ingevolge klousule 12 in plaas van opsegging betaal, asook 'n tydperk of tydperke waarin die werknemer—

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

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

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie vasstelling ingevolge 'n wet op 'n jaarlikse verloftydperk geregtig was, van die datum af waarop die werknemer laas ingevolge dié wet op die verlof geregtig geword het;
- (ii) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vasstelling in diens was en op wie 'n wet oor voorsiening vir jaarlikse verlof van toepassing was, maar wat nie ingevolge die wet op 'n verloftydperk geregtig geword het nie, van die datum af waarop die diens begin het;
- (iii) in die geval van enige ander werknemer, van die datum af waarop die werknemer by sy werkgewer in diens getree het, of van die datum af waarop hierdie Vasstelling van krag geword het, watter een ook al die jongste is.

(8) Ondanks andersluidende bepalings in hierdie klousule kan 'n werkgewer vir doeleindes van jaarlikse verlof te eniger tyd, maar nie meer as een maal gedurende 'n tydperk van twaalf maande nie, sy bedryfsinrigting sluit vir veertien opeenvolgende kalenderdae plus enige bykomende dae wat moontlik kragtens die derde voorbehoudsbepaling by subklousule (2) bygevoeg is.

(b) 'n Werknemer wat op datum van die sluiting van 'n bedryfsinrigting ingevolge paragraaf (a) nie geregtig is op die volle jaarlikse verloftydperk wat in subklousule (1) (b) voorgeskryf is nie moet ten opsigte van verlof wat aan hom verskuldig is deur sy werkgewer betaal word volgens die grondslag wat in subklousule (5) uiteengesit is en vir doeleindes van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting aldus gesluit word.

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

7. SIEKTEVERLOF.

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

- (a) in die geval van 'n werknemer wat 'n vyfdaagse week werk minstens twintig werkdag siekteverlof; en
- (b) in die geval van 'n ander werknemer minstens vier-en-twintig werkdag siekteverlof,

altesaam toestaan in elke tydkring van vier-en-twintig opeenvolgende maande diens by hom en hom ten opsigte van 'n tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende die tydperk sou gewerk het: Met dien verstande dat—

- (i) 'n werknemer gedurende die eerste vier-en-twintig opeenvolgende maande diens nie geregtig is op siekteverlof met volle betaling van meer as een werkdag ten opsigte van

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

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

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

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

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

(6) 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 that—

- (i) 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

elke voltooide tydperk van vyf weke diens in die geval van 'n werknemer wat 'n vyfdaagse week werk, en een werkdag ten opsigte van elke voltooide maand diens in die geval van enige ander werknemer nie;

- (ii) hierdie klousule nie van toepassing is op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes betaal van minstens dieselfde bedrag as dié van die werknemer aan 'n fonds of organisasie wat deur die werknemer aangewys word en wat aan die werknemer in die geval van ongeskiktheid onder omstandighede soos uiteengesit in hierdie klousule die betaling aan hom waarborg van minstens die totale bedrag van sy loon vir twintig of vier-en-twintig werkdag, na gelang van die geval, in elke tydkring van vier-en-twintig maande diens, behalwe dat die gewaarborgde bedrag gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes betaal nie die koers van aanwas soos uiteengesit in die eerste voorbehoudsbepaling by hierdie subklousule te bowe hoef te gaan nie;
- (iii) wanneer 'n werkgewer by wet verplig word om ten opsigte van 'n werknemer geld te betaal vir hospitaal- of mediese behandeling en hy die geld wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid betaalbaar is;
- (iv) wanneer 'n werkgewer ingevolge enige ander wet verplig word om aan 'n werknemer sy volle loon te betaal vir 'n tydperk van ongeskiktheid wat deur hierdie klousule gedek word, die bepaling van hierdie klousule nie van toepassing is nie;
- (v) die loon betaalbaar vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule aan 'n werknemer wat stukwerk doen, bereken moet word op grondslag van die besoldiging wat op sy laaste betaaldag onmiddellik voor sy afwesigheid aan die werknemer betaal is.

(2) 'n Werkgewer kan as voorwaarde vir die betaling deur hom van 'n bedrag wat ingevolge hierdie klousule deur 'n werknemer ten opsigte van 'n tydperk van afwesigheid van meer as drie agtereenvolgende kalenderdae geëis word, van die werknemer vereis dat hy 'n sertifikaat voorlê wat deur 'n mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig.

(3) Wanneer 'n werknemer in die eerste tydkring van vier-en-twintig maande diens by dieselfde werkgewer weens ongeskiktheid afwesig is vir 'n tydperk van langer as die siekteverlof waarop hy ten tye van die ongeskiktheid geregtig is, is hy slegs geregtig op betaling ten opsigte van die siekteverlof wat hom wel toekom; as hy dit nie tevore gedoen het nie moet sy werkgewer hom egter by verstryking van die voormelde dienstrydkring of by beëindiging van sy diens voor sodanige verstryking ten aansien van die bykomende tydperk van afwesigheid weens ongeskiktheid in die mate betaal wat siekteverlof waarop hy by verstryking of beëindiging geregtig was nie geneem was nie.

(4) Vir die toepassing van hierdie klousule—

- (a) word dit geag dat by die uitdrukking „diens” inbegrepe is 'n tydperk of tydperke wat 'n werknemer—
 - (i) ingevolge klousule 6 met verlof afwesig is;
 - (ii) op las of op versoek van sy werkgewer afwesig is;
 - (iii) ingevolge subklousule (1) met siekteverlof afwesig is;
 - (iv) militêre opleiding meemaak,

en wat altesaam hoogstens tien weke ten opsigte van items (i), (ii) en (iii) in 'n jaar beloop, plus 'n tydperk van militêre opleiding wat in daardie jaar meegemaak is, en 'n dienstryd van 'n werknemer by dieselfde werkgewer onmiddellik voordat hierdie Vasstelling in werking getree het, word vir die toepassing van hierdie klousule diens geag te wees ingevolge hierdie Vasstelling, en dit word geag dat siekteverlof met volle betaling wat gedurende dié tyd aan sodanige werknemer toegestaan is, ingevolge hierdie Vasstelling toegestaan is;

- (b) beteken die uitdrukking „ongeskiktheid” die onvermoë om te werk weens siekte of besering behalwe wanneer dit deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat enige onvermoë om te werk as gevolg van 'n ongeluk waarvoor vergoeding kragtens die Ongevalwet, 1941 betaalbaar is, geag word ongeskiktheid te wees slegs ten opsigte van 'n tydperk van onvermoë om te werk waarvoor geen ongeskiktheidsvoordele ingevolge daardie Wet betaalbaar is nie;

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

8. OPENBARE VAKANSIEDAE EN SONDAE.

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

(2) As 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk, moet sy werkgewer hom behoudens die bepaling van klousule 4 (6) vir die week waarin die dag val minstens sy weekloon betaal plus sy uurloon vir elke uur of gedeelte van 'n uur wat die werknemer altesaam op dié dag gewerk het: Met dien verstande dat as daar vereis of toegelaat word dat die werknemer minder as vier uur op dié dag werk, dit geag word dat hy vier uur gewerk het.

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) 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) 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) 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) the wage payable to an employee who is employed on piece-work for any period of absence on sick leave in terms of this clause shall be calculated on the basis of the remuneration paid to such employee on his last pay day immediately preceding such absence.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity.

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

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

- (a) “employment” shall be deemed to include any period or periods during which an employee is absent—
 - (i) on leave in terms of clause 6;
 - (ii) on the instructions or at the request of his employer;
 - (iii) on sick leave in terms of sub-clause (1);
 - (iv) undergoing military training;

amounting in the aggregate in any year to not more than ten weeks in respect of items (i), (ii) and (iii), plus any period of military training undergone in that year, and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

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

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

8. PUBLIC HOLIDAYS AND SUNDAYS.

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

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day his employer shall, save as provided in clause 4 (6), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage for each hour or part of an hour worked by the employee 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) *Vergoeding vir werk op Sondag.*—As 'n werknemer op Sondag werk, moet sy werkgever of—

(a) sy werknemer—

- (i) as hy hoogstens vier uur aldus werk, minstens sy dagloon betaal; of
- (ii) as hy langer as vier uur aldus werk, minstens twee maal sy uurloon betaal vir elke uur of gedeelte van 'n uur ten opsigte van die totale tydperk wat hy op dié Sondag gewerk het, of minstens twee maal sy dagloon, na gelang watter een die grootste is; of

(b) sy werknemer minstens een en 'n derde maal sy uurloon betaal vir elke uur of gedeelte van 'n uur wat hy altesaam op dié Sondag gewerk het en hom binne veertien dae na die Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal.

Met dien verstande dat as daar vereis of toegelaat word dat die werknemer minder as vier uur op dié Sondag werk, dit geag word dat hy vier uur gewerk het.

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

(5) Hierdie klousule is nie op 'n los werknemer of op 'n wag van toepassing nie.

9. STUKWERK EN KOMMISSIEWERK.

(1) 'n Werkgever kan nadat hy sy werknemer minstens een week kennis gegee het, 'n stukwerkstelsel invoer, en behoudens die bepalinge van klousule 4 (6), moet die werkgever die werknemer wat volgens die stukwerkstelsel in diens is, die besoldiging betaal wat ingevolge die stelsel van toepassing is: Met dien verstande dat die werkgever die werknemer ongeag die hoeveelheid werk wat gedoen word, minstens ondervermelde moet betaal—

- (a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, vir elke week waarin stukwerk gedoen word, die bedrag wat hy die werknemer vir daardie week sou moes betaal het as hy volgens die tyd wat gewerk is, betaal sou gewees het;
- (b) in die geval van 'n los werknemer vir elke dag waarop stukwerk verrig word die bedrag wat hy die werknemer vir daardie dag sou moes betaal het as hy volgens die tyd wat gewerk is, betaal sou gewees het;

plus vyf persent.

(2) 'n Werkgever moet 'n lys van die tariewe wat in subklousule (1) vermeld word, op 'n sigbare plek in sy inrigting opgeplak hou.

(3) 'n Werkgever wat voornemens is om 'n stukwerkstelsel wat in werking is of die tariewe wat ingevolge daarvan van toepassing is, te skrap of te wysig, moet sy werknemer wat ingevolge die stelsel in diens is minstens een maand kennis gee van sy voorneme: Met dien verstande dat 'n werkgever en sy werknemer tot 'n langer tydperk van kennis kan ooreenkom en in hierdie geval moet die werkgever minstens die tydperk kennis gee waartoe ooreenkomstig is.

(4) Ondanks andersluidende bepalinge in hierdie klousule hoef 'n werkgever 'n los werknemer nie in kennis te stel van sy voorneme om 'n stukwerkstelsel in te voer of om dit te skrap of te wysig nie.

10. GETALLEVERHOUDING.

(1) 'n Werkgever mag nie 'n ongekwalifiseerde manlike klerk, vroulike klerk, mes- of lansetslyper en lansetstaafsteller, dooskilmassienbediener, bediener van 'n lat- of boomlaagskilmassien of bediener van installasie vir die impregneer en droog van latjies in diens neem nie, tensy hy onderskeidelik 'n gekwalifiseerde manlike klerk, vroulike klerk, mes- of lansetslyper en lansetstaafsteller, dooskilmassienbediener, bediener van 'n lat- of boomlaagskilmassien of bediener van installasie vir die impregneer en droog van latjies in diens het nie en vir elke sodanige gekwalifiseerde manlike klerk, vroulike klerk, mes- of lansetslyper en lansetstaafsteller, dooskilmassienbediener, bediener van 'n lat- of boomlaagskilmassien of bediener van installasie vir die impregneer en droog van latjies in sy diens mag hy hoogstens een ongekwalifiseerde manlike klerk, vroulike klerk, mes- of lansetslyper en lansetstaafsteller, dooskilmassienbediener of bediener van 'n lat- of boomlaagskilmassien of bediener van installasie vir die impregneer en droog van latjies, na gelang van die geval, in diens neem.

(2) Vir die toepassing van hierdie klousule—

- (a) kan 'n werkgever, 'n bestuurder of 'n onderbestuurder wat uitsluitend of hoofsaaklik die werk van 'n bepaalde klas werknemer verrig, as 'n gekwalifiseerde werknemer in dié klas beskou word;
- (b) kan 'n ongekwalifiseerde werknemer wat minstens die loon ontvang wat vir 'n gekwalifiseerde werknemer van sy kategorie voorgeskryf is as 'n gekwalifiseerde werknemer in daardie kategorie beskou word.

11. UNIFORMS, OORKLERE EN BESKERMENDE KLERE.

'n Werkgever moet alle uniforms, oorklere, oorskoene of ander beskermende klere wat hy vereis dat sy werknemer dra of wat hy volgens wet of regulasie verplig word om aan sy werknemer te verskaf kosteloos verskaf en in bruikbare en sindelike toestand hou en dié uniforms, oorklere, oorskoene of ander beskermende klere bly die eiendom van die werkgever: Met dien verstande dat 'n werkgever van sy werknemer kan vereis dat hy dié uniforms, oorklere of beskermende klere laat was en stryk en in dié geval moet hy die werknemer elke week 'n toelae van minstens vyftien sent betaal.

(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 not less than 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) 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 AND COMMISSION 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 male clerk, female clerk, knife or lancet sharpener and lancet bar setter, box peeling machine operator, splint or box bottom peeling machine operator or splint impregnating and drying plant operator unless he has in his employ a qualified male clerk, female clerk, knife or lancet sharpener and lancet bar setter, box peeling machine operator, splint or box bottom peeling machine operator or splint impregnating and drying plant operator, respectively, and for each such qualified male clerk, female clerk, knife or lancet sharpener and lancet bar setter, box peeling machine operator, splint or box bottom peeling machine operator or splint impregnating and drying plant operator in his employ he shall not employ more than one unqualified male clerk, female clerk, knife or lancet sharpener and lancet bar setter, box peeling machine operator, splint or box bottom peeling machine operator or splint impregnating and drying plant operator, 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 category may be deemed to be a qualified employee in that category.

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. BEËINDIGING VAN DIENSKONTRAK.

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

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

kennis gee van sy voorneme om die dienskontrak te beëindig, of 'n werkgewer of 'n werknemer kan die kontrak sonder opsegging beëindig deur in plaas van die opsegging minstens die ondervermelde aan die werknemer te betaal, of aan die werkgewer te betaal of te verbeur, na gelang van die omstandighede—

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

Met dien verstande dat dit nie inbreuk maak nie op—

- (i) die reg van 'n werkgewer of 'n werknemer om die dienskontrak sonder opsegging te beëindig om 'n rede wat by wet as voldoende beskou word;
(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n wedersydse opseggingstermyn van gelyke duur en wat van langer duur is as wat hierdie klousule voorskryf;
(iii) die werking van 'n verbeurings- of strafbeding wat by wet van toepassing kan wees ten opsigte van diensverlating deur 'n werknemer;

Met dien verstande voorts dat as die loon van 'n werknemer op datum van beëindiging verminder is vanweë aftrekkings vir korttyd, en die werkgewer hom betaal in plaas van sy diens op te sê, die uitdrukking „ten tye van die beëindiging ontvang” geag word te beteken: „ten tye van die beëindiging sou ontvang het as geen aftrekkings ten opsigte van korttyd gedoen is nie”.

(2) Wanneer daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling by subklousule (1) bestaan, moet die betaling of verbeuring in plaas van opsegging eweredig wees aan die opseggingstermyn wat aanvaar is.

(3) Die opsegging wat in subklousule (1) voorgeskryf word, moet op of vóór die gewone betaaldag van die inrigting vir die werknemer geskied en geld met ingang van die dag ná die betaaldag: Met dien verstande dat—

- (i) die diensopseggingstermyn nie mag saamval met of diensopsegging nie mag geskied gedurende die afwesigheid van die werknemer met verlof ingevolge klousule 6 of met 'n tydperk van militêre opleiding nie;
(ii) diens nie opgesê mag word gedurende die afwesigheid van 'n werknemer met siekteverlof ingevolge klousule 7 nie; en
(iii) dat wanneer net vier-en-twintig uur diensopsegging vereis word, die diens op enige werkdag opgesê kan word.

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

13. DIENSSERTIFIKAAT.

By beëindiging van die dienskontrak, uitgesonderd vanweë diensverlating deur die werknemer, moet 'n werkgewer sy werknemer uitgesonderd 'n los werknemer of 'n arbeider, voorsien van 'n dienssertifikaat wat wesenlik ooreenstem met die vorm wat in die bylae by hierdie Vastelling voorgeskryf is en wat die volle name van die werkgewer en sy werknemer, die beroep van die werknemer, die datums van begin en beëindiging van die kontrak en die werknemer se weekloon op die datum van beëindiging aangee.

14. VERBOD OP INDIENSNEMING.

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

15. LOGBOEK.

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

DAAGLIKSE LOG.

Naam van werkgewer.....
Naam van drywer.....
Datum.....
Begintyd van werk.....vm./nm.....vm./nm.
Sluitingstyd van werk.....vm./nm.....vm./nm.
Getal ure gewerk.....
Etenspouses.....vm./nm. tot.....vm./nm.
Besonderhede omtrent enige ongeluk of oponthoud.....
.....
.....

(Handtekening van drywer.)

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

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

(3) Elke werkgewer moet die afskrif van die daaglikse log wat ingevolge subklousule (2) aan hom oorhandig is vir 'n tydperk van drie jaar na die oorhandiging bewaar.

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

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

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

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

Provided that this shall not affect—

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

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

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

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

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

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

13. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a casual employee or a labourer, 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 besigheid
doen in die.....-nywerheid
te.....
verklaar hiermee dat.....
in my/ons (a) diens was van die.....dag
van.....19.....tot die.....dag
van.....19.....in die betrekking van (b).....
By diensbeëindiging was sy/haar (a) loon (uitgesonderd lewens-
kostetoelae).....rand.....sent
per week.

(Handtekening van werkgewer of
gemagtigde verteenwoordiger.)

Datum.....19...

- (a) Skrap wat nie van toepassing is nie.
(b) Vermeld betrekking waarin werknemer uitsluitend of hoof-
saaklik in diens was, bv. klerk, werknemer, graad I.

No. 80.] [16 Junie 1961.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

VOURHOUTJENYWERHEID, 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 Vuurhoutjenywer-
heid, gepubliseer by Goewermmentskennisgewing No. 79
van 16 Junie 1961, oor die algemeen nê vir die persone
wie se werkure en beloning ten opsigte van oortyd, open-
bare 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. 80.] [16 June 1961.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

MATCH MANUFACTURING INDUSTRY,
REPUBLIC OF SOUTH AFRICA.

On behalf of the Minister of Labour, I, MARAIS
VILJOEN, Deputy-Minister of Labour, in terms of sub-
section (1) of section twenty-two of the Factories,
Machinery and Building Work Act, 1941, as amended,
declare the provisions of the Determination for the Match
Manufacturing Industry, published under Government
Notice No. 79 of the 16th 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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