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GOEWERMENSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. 229.]

[14 Julie 1961.

LOONWET, No. 5 VAN 1957.**LOONVASSTELLING No. 221.****KLERASIENYWERHEID, SEKERE GEBIEDE.**

In opdrag van die Minister van Arbeid word hierby ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat die Minister, kragtens die bevoegdheid hom verleen, by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van die Klerasienywerheid gemaak het en die 7de dag van Augustus 1961 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.**1. GEBIED EN OMVANG VAN VASSTELLING.**

Hierdie Vasstelling is van toepassing op alle werknemers, uitgesonderd bestuurders, in die klerasienywerheid in die Republiek van Suid-Afrika en op die werkgewers van sodanige werknemers, met die voorbehoud dat dit in die volgende gebiede nie van toepassing is nie:—

Provinsie Transvaal, die landdrostdistrikte die Kaap, Wynberg, Simonstad, Bellville, Worcester, Port Elizabeth, King William's Town, Oos-Londen, Durban, Inanda, Pinetown, Pietermaritzburg en Onder-Tugela.

2. WOORDOMSKRYWINGS.

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

- „afmerker” ’n werknemer wat op ’n laag of lae materiaal die buitelyne van kledingstukke afmerk of met kryt aanbring van patrone af wat die werkgewer verskaf;
- „afwerker” ’n werknemer wat stopsel of watte in die skouers van baadjies insit, die bo-ent van moue vaswerk of omwerk, watte in die bo-ent van moue sit, sybelegsels wat reeds in posisie geryg is plat vaswerk, knoopsgate met die hand maak of die voering van die bo-ent van moue plat vaswerk;
- „algemene werker” ’n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (a) Dryfbande verstel, masjiene olie, oliekanne vul of soortgelyke werk verrig of ’n werktuigkundige bystaan;
- (b) garing uitreik of spoel opwen;
- (c) kledingstukke opvou;
- (d) baadjiebelegsels ná masjienbewerking omkeer;
- (e) die plekke vir sakke, knope, knoopsgate, lissies, sluiters, pylinate, some of omslae merk;
- (f) kledingstukke in dose of ander geskikte houers of in bondels pak voor deursturing na die versendingsafdeling;
- (g) die rand van krae, belegsels, bande, mansjette, sakke of klappe met die hand of ’n masjien uitkeer of omkeer;
- (h) hemde of ander kledingstukke vasspeld of dele van kledingstukke aaneenspeld vir die doel van masjienbewerking;
- (i) gewone naaldwerk;
- (j) die lapel of kraag van baadjies of jasse fatsoeneer voordat dit van onder geryg word;
- (k) die halsfatsoen van hemde, onderklere of nagklere afmerk of regknip;

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. 229.]

[14 July 1961.

WAGE ACT, No. 5 OF 1957.**WAGE DETERMINATION No. 221.****CLOTHING INDUSTRY, CERTAIN AREAS.**

By direction of the Minister of Labour it is hereby notified in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that the Minister, under the powers vested in him, by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto in respect of the Clothing Industry and has fixed the 7th day of August, 1961, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.**1. AREA AND SCOPE OF DETERMINATION.**

This Determination shall apply to all employees, except managers, in the clothing industry in the Republic of South Africa and to the employers of such employees, with the proviso that it shall not apply in the following areas:—

Province of Transvaal, Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Worcester, Port Elizabeth, King William's Town, East London, Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela.

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:—

- „boiler attendant” means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler;
- „casual employee” means an employee who is employed by the same employer on not more than three days in any week;
- „chopper-out” means an employee who is engaged in cutting out garments or portions of garments by hand or machine from one or more layers of material that have already been marked;
- „clerk” means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, a storeman and a telephone switchboard 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;
- „clothing industry” means the industry in which employers and employees are associated in establishments which are registered or liable for registration under the Factories, Machinery and Building Work Act, 1941, for the purpose of making, irrespective of the process or method used in such making, any one or more of the following classes of wearing apparel:—

- (a) Outer garments, underwear or nightwear;
- (b) ties;
- (c) men's or boys' tweed or linen hats or caps;

but does not include the knitting of any such articles or the making of—

- (i) garments to the measurement of individual persons except in the execution of orders from any Government Department, Provincial Administration, local authority or the South African Railways and Harbours Administration;

- (l) kledingstukke of dele van kledingstukke sorteër;
 - (m) die grootte of werkidentifikasienommers op kledingstukke of dele van kledingstukke stempel;
 - (n) ander perswarksaamhede as dié in die woordskrywing van perser vermeld;
 - (o) drade afsny of afknip of kolle of merke van kledingstowwe of -stukke verwyder;
 - (p) materiaal in een of meer lae lê om uitgesny te word;
- en omvat dit ook 'n werknemer wat nie in klousule 3 (1) uitdruklik vermeld word nie;

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

- (a) Persele, installasie, masjiene, voertuie, gereedskap, gerei of ander artikels skoonmaak;
- (b) goedere laai of aflaai;
- (c) goedere dra, versit of opsapel;
- (d) boodskappe of kledingstukke of dele van kledingstukke van een plek na 'n ander binne 'n bedryfsinrigting dra;
- (e) kartondose of ander houers oop- of toemaak of bind, negosiekiste toespyker of bale toewerk of bind of, onder die toesig van 'n versendingsverpaker of 'n klerk, pakkette goedere opmaak;
- (f) briewe, boodskappe of goedere te voet of met 'n voet- of handgedrewe voertuig aflewer;
- (g) vure maak of stook, of rommel of as verwyder;
- (h) rubberoplossing meng;
- (i) tee maak of ronddien;
- (j) knope na grootte of kleur sorteër;
- (k) voertuie, behalwe motorvoertuie, olie of smeer;
- (l) tuinmaak, dit wil sê, plant of spit, gras sny, onkruid uitroei, hark of water gee, of tuingrond of -stowwe meng of sprei, of heinings sny of snoei;

„bedryfsinrigting” enige perseel waarin of in verband waarmee een of meer werknemers in die klerasienywerheid in diens is;

„bestuurder” ’n werknemer wat deur sy werkgever spesifiek belas is met die algemene toesig oor, verantwoordelikheid vir en die reëling van die warksaamhede wat uitgevoer word in of in verband met 'n bedryfsinrigting in die klerasienywerheid en van die werknemers wat daarin in diens is maar omvat nie 'n werknemer wat 'n bestuurder tydens sy afwesigheid aflos of in sy plek optree nie;

„bestuurder van 'n motorvoertuig” ’n werknemer wat 'n motorvoertuig bestuur, en by die toepassing van hierdie woordskrywing omvat die uitdrukking „'n motorvoertuig bestuur” alle tyd waarin bestuur word, alle tyd wat die bestuurder aan werk in verband met die voertuig of die vrag bestee en alle tyd wat hy verplig is om op sy pos gereed te bly om te bestuur;

„deeltydse bestuurder van 'n motorvoertuig” ’n werknemer wat in die reël ander werk doen as om 'n motorvoertuig te bestuur maar wat op meer as twee dae in enige week 'n motorvoertuig altesaam hoogstens drie uur op so 'n dag bestuur, en by die toepassing van hierdie woordskrywing omvat die uitdrukking „'n motorvoertuig bestuur” alle tyd waarin bestuur word en alle tyd wat die bestuurder, terwyl die voertuig onder sy beheer is, aan werk in verband met die voertuig of die vrag bestee;

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

„gekwalifiseerde werknemer” ’n werknemer in 'n klas werk waarvoor in klousule 3 lona na gelang van die lengte van ondervinding voorgeskryf is en wie se ondervinding hom die reg gee op die loon van 'n gekwalifiseerde werknemer van sy klas;

„gewone naaldwerk” die met die hand uitvoering van een of meer van die volgende warksaamhede:—

Permanente omslae op die pypnate vaswerk; broeksbandvoerings ryg; hakies en ogies, etikette of drukknoppe aanwerk; die hakie bo in broeke vaswerk; knope aanmaak; hanglissies maak en aanwerk; die vorkvoering van broeke plat vaswerk; broeksbandvoerings of die onderent van broekspype plat vaswerk; die hals van onderhemde plat vaswerk; randverstywers vaswerk; onderkante van voerings of some daarvan wat reeds klaar geryg is plat vaswerk; omboersels plat vaswerk; belegsels wat klaar geryg is van binne vaswerk;

„groep” of „span” ’n drietal of meer werknemers wat seksiewarksaamhede in verband met die maak van kledingstukke verrig;

„groepleier” of „spanleier” ’n werknemer wat in 'n groep of span algemeen verantwoordelik is vir die werk wat die werknemers van so 'n groep of span uitvoer;

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

„handelsreisiger se hulp” ’n werknemer wat 'n handelsreisiger vergesel en hom help met die inpak, uitpak en vertoon van sy monsters of advertensiebiljette en wat die motorvoertuig mag bestuur wat die handelsreisiger in die uitvoering van sy werk gebruik;

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

- (ii) wearing apparel from furs or pelts;
- (iii) women's or girls' hats; and
- (iv) stockings or socks;

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

„despatch packer” means an employee who, under the general supervision of a foreman, forewoman or clerk, is engaged in making up orders or in packing goods for despatch or delivery;

„driver of a motor vehicle” means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition the expression “driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

„emergency work” means work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence or theft, must be done without delay;

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

„experience” means in relation to—

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

- (b) any other class of employee, the total period or periods of employment which an employee has had in the clothing industry or bespoke tailoring industry in any capacity other than as a labourer, boiler attendant, despatch packer, traveller's assistant, driver of a motor vehicle or watchman, and includes in the case of a presser or a general worker engaged in pressing processes the total period or periods of employment which he has had as a presser or ironer in the laundry or dry cleaning trade;

Provided that in the Magisterial Districts of Newcastle and Klip River a learner machinist, learner presser, learner chopper-out, learner trimmer, learner finisher or a learner fitter-up who at the date of coming into force of this Determination has had, in the case of a male, more than three years' experience and, in the case of a female, more than two years' experience shall be deemed to have had three years' and two years' experience, respectively;

„finisher” means an employee who is engaged in putting pads or wadding into shoulders of coats, fastening or serging sleeveheads, wadding sleeveheads, felling silk facings already basted into position, making button holes by hand or felling sleevehead linings by hand;

„foreman” or „forewoman” means an employee who is in charge of the employees (other than clerks) in an establishment and who is responsible for the efficient performance by them of their duties;

„fitter-up” means an employee in the cutting room who is engaged in adjusting together the outside of garments with the cut out linings;

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

- (a) Fixing machine belts, oiling machines, filling oil cans or similar work or in assisting a mechanic;
- (b) issuing cottons or winding bobbins;
- (c) folding garments;
- (d) turning coats facings out after machining;
- (e) marking the position of pockets, buttons, button-holes, loops, fasteners, darts, hems or turn-ups;
- (f) packing garments into boxes or into other suitable wrappings or into bundles prior to their being sent to the despatch department;
- (g) turning out or over the edges of collars, facings, bands, cuffs, pockets or flaps whether by hand or machine;
- (h) pinning shirts or other garments or pinning together portions of garments in preparation for machining;
- (i) plain sewing;
- (j) shaping the lapels or collars of jackets or overcoats preparatory to underbasting;
- (k) marking or trimming the shape of the necks of shirts, underwear or nightwear;
- (l) sorting out garments or parts of garments;
- (m) stamping the sizes or identity work numbers on garments or parts of garments;
- (n) pressing processes, other than those enumerated in the definition of presser;
- (o) cutting or snipping off of threads or removing of spots or marks from materials or garments;

„klerasiënwyerheid” die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of aan registrasie onderworpe is met die doel om een of meer van die volgende soorte klere te maak ongeag die proses of metode wat by sodanige maak gevolg word:—

- (a) Boklere, onderklere of nagklere;
- (b) dassie;
- (c) tweed- of linnehoede of -pette vir mans of seuns;

maar omvat nie die brei van enige sodanige artikels of die maak van die volgende nie:—

- (i) Klere op maat van individuele persone behalwe klere wat op bestelling van ’n Staatsdepartement, Provinsiale Administrasie, plaaslike owerheid of die Suid-Afrikaanse Spoorweg- en Hawensadministrasie gemaak word;
- (ii) klere van pelse of velle;
- (iii) hoede vir vrouens of dogters; en
- (iv) kouse of sokkies;

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

„kommissiewerk” ’n stelsel waarvolgens ’n handelsreisiger se besoldiging bereken word na die getal of die waarde van die bestellings wat hy aan sy werkgewer voorlê en wat laasgenoemde aanvaar;

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

„leerling” ’n werknemer in ’n klas werk waarvoor in klousule 3 lone na gelang van die lengte van ondervinding voorgeskryf is en wie se ondervinding hom nie die reg gee op die loon van ’n gekwalifiseerde werknemer van sy klas nie;

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

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

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

„masjienwerker” ’n werknemer wat enige werksaamheid met ’n naaimasjien verrig;

„militêre opleiding” die ononderbroke opleiding waartoe ’n werknemer kragtens artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, verplig word, maar omvat dit geen opleiding wat hy ingevolge artikel drie-en-twintig van gemelde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

„motorvoertuig” ’n kragaangedrewe voertuig wat vir die vervoer van goedere, uitgesonderd handelsreisigers se monsters, gebruik word en omvat dit ook ’n voorhaker maar nie ’n mobiele hyskraan nie;

„nasiëner” ’n werknemer wat vir die keur of nasien van afgewerkte kledingstukke verantwoordelik is;

„noodwerk” werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim verrig moet word;

„ondervinding” met betrekking tot—

- (a) ’n klerk of ’n handelsreisiger, die totale tydperk of tydperke wat ’n werknemer onderskeidelik as klerk of handelsreisiger, in enige bedryf of in die diens van die Staat gewerk het;
- (b) enige ander klas werknemer, die totale tydperk of tydperke wat ’n werknemer in die klerasiënwyerheid of die nywerheid vir aangemete klere gewerk het in enige ander hoedanigheid dan as ’n arbeider, ketelbediener, versendingsverpakker, handelsreisiger se hulp, bestuurder van ’n motorvoertuig of wag, en omvat dit in die geval van ’n perser of ’n algemene werker wat pers-werksaamhede verrig ook die totale tydperk of tydperke wat hy as perser of stryker in die wassery- of droogskoonmaakbedryf gewerk het;

Met dien verstande dat in die landdrosdistrikte Newcastle en Kliprivier ’n leerling-masjienwerker, leerling-perser, leerling-uitsnyer, leerling-opmaker, leerling-afwerker of leerling-passer wat op die datum van die inwerkingtreding van hierdie Vastelling meer as drie jaar ondervinding het in die geval van ’n man en meer as twee jaar in die geval van ’n vrou, geag word onderskeidelik drie jaar en twee jaar ondervinding te gehad het;

(p) laying material in one or more thicknesses preparatory to cutting;

and includes an employee not specifically mentioned in clause 3 (1);

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

- (a) Cleaning premises, plant, machines, vehicles, tools, utensils or other articles;
- (b) loading or unloading goods;
- (c) carrying, moving or stacking goods;
- (d) carrying messages or garments or parts of garments from one place to another within an establishment;
- (e) opening or closing or strapping cartons or other containers, nailing up packing cases or sewing up or strapping bales or, under the supervision of a despatch packer or clerk, parcelling goods;
- (f) delivering letters, messages or goods on foot or by means of a foot or hand propelled vehicle;
- (g) making or maintaining fires, or removing refuse or ashes;
- (h) mixing rubber solution;
- (i) preparing or serving tea;
- (j) sorting buttons according to size or colour;
- (k) oiling or greasing vehicles, other than motor vehicles;
- (l) gardening, i.e. planting or digging, mowing, weeding, raking or watering or mixing or spreading garden soil or material or cutting or trimming hedges;

„law” includes the common law;

„learner” means an employee who is engaged in an occupation for which in clause 3 wages are prescribed in relation to length of experience and whose experience does not entitle him to the wage prescribed for a qualified employee of his class;

„machinist” means an employee who performs any operation by sewing machine;

„manager” means an employee specifically charged by his employer with the overall supervision over, responsibility for and direction of the activities carried on in, or in connection with, an establishment in the clothing industry and of the employees therein, but does not include an employee who relieves or acts for a manager during his absence;

„marker-in” means an employee who is engaged in marking or chalking the outlines of garments on a layer or layers of material from patterns provided by the employer;

„mechanic” means an employee who is engaged in work normally performed by a skilled artisan (other than minor repairs or adjustments to machinery or installations or minor repairs or renovations to buildings) 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;

„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, other than travellers’ samples, and includes a mechanical horse but does not include a mobile hoist;

„part-time driver of a motor vehicle” means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition „driving a motor vehicle” includes all periods of driving and any time spent by the driver while in charge of the vehicle or on work connected with the vehicle or the load;

„passer” means an employee who is responsible for passing or checking completed garments;

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

„plain sewing” means the performing by hand of one or more of the following operations:

Tacking permanent turn-ups; tacking waistband linings, sewing on hooks and eyes, tickets or press studs; fastening catch in tops of trousers; sewing on linings; making and sewing on hangers; felling crutch linings in trousers; felling bottoms or waist-band linings; felling necks of vests; fastening edge stays; felling bottoms of linings or seams of same already basted into position; felling binding; fastening facings inside that have already been basted in position;

„presser” means an employee who is engaged in pressing finished garments by hand or machine;

„qualified employee” means an employee who is engaged in an occupation for which in clause 3 wages are prescribed in relation to length of experience and whose experience entitles him to the wage prescribed for a qualified employee of his class;

- "opmaker" 'n werknemer wat voerings of tussenvoerings afmerk of sny;
- "opsigter" 'n werknemer wat onder die toesig van 'n voorman of 'n voorvrou oor 'n groep werknemers in 'n bedryfsinrigting of 'n afdeling daarvan toesig hou en wat toesien dat hulle hulle pligte doeltreffend uitvoer, en wat oor groep- of spanleiers toesig mag hou;
- "passer" 'n werknemer in die snykamer wat die buitekant van kledingstukke met die uitgesnyde voerings aaneenpas;
- "perser" 'n werknemer wat afgewerkte kledingstukke met die hand of 'n masjien pers;
- "senior besturende, professionele of administratiewe werknemer" 'n werknemer wat deur sy 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;
- "stukwerk" 'n stelsel waarby die besoldiging van 'n werknemer op grondslag van die hoeveelheid gedane werk bereken word;
- "uitsnyer" 'n werknemer wat kledingstukke of dele van kledingstukke met die hand of 'n masjien uitsny uit een of meer lae materiaal wat reeds afgemerk is;
- "versendingsverpakker" 'n werknemer wat onder die algemene toesig van 'n voorman, 'n voorvrou of 'n klerk; bestellings opmaak of goedere vir vervoer of aflewering yerpak;
- "voorman" of "voorvrou" 'n werknemer wat oor die werknemers (uitgesonderd klerke) in 'n bedryfsinrigting toesig hou en wat toesien dat hulle hulle pligte doeltreffend uitvoer;
- "wag" 'n werknemer wat oor persele of ander eiendom waghou;
- "werktuigkundige" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word (uitgesonderd kleinere herstelwerk of verstellings aan masjinerie of uitrusting of klein herstelwerk of opknappings aan geboue) en by die toepassing van hierdie woordomskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangevys te wees, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel ses van die Wet op Opleiding van Ambagsmante, 1951, of 'n sertifikaat deur bedoelde Registrateur aan hom uitgereik ingevolge of artikel twee (7) of artikel sewe (3) van gemelde Wet;
- "wet" ook die gemene reg.

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

3. BESOLDIGING.

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

(a) Werknemers uitgesonderd los werknemers en groep- of spanleiers:—

	In alle gebiede	
	R	c
Voorman.....	24	80
Voorvrou.....	16	20
Nasiener.....	10	00
Opsigter.....	14	30
Werktuigkundige.....	24	00
Klerk, vrou:—		
Leerling—		
gedurende die eerste jaar ondervinding.....	7	00
gedurende die tweede jaar ondervinding.....	8	50
gedurende die derde jaar ondervinding.....	10	00
gedurende die vierde jaar ondervinding.....	11	50
Daarna as 'n gekwalifiseerde werknemer.....	13	00
Klerk, man:—		
Leerling—		
gedurende die eerste jaar ondervinding.....	7	00
gedurende die tweede jaar ondervinding.....	9	00
gedurende die derde jaar ondervinding.....	11	00
gedurende die vierde jaar ondervinding.....	13	00
gedurende die vyfde jaar ondervinding.....	15	50
Daarna as 'n gekwalifiseerde werknemer.....	18	00
Handelsreisiger:—		
Leerling—		
gedurende die eerste jaar ondervinding.....	23	05
gedurende die tweede jaar ondervinding.....	25	40
gedurende die derde jaar ondervinding.....	27	70
gedurende die vierde jaar ondervinding.....	30	00
Daarna as 'n gekwalifiseerde werknemer.....	32	30
Handelsreisiger se hulp.....	9	50

"senior managerial, professional or administrative employee" means an employee who is charged by his 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;

"set" or "team" means a group of employees numbering three or more engaged in performing sectional operations in the making of garments;

"set leader" or "team leader" means an employee in a set or team who is generally responsible for the work executed by the employees comprising such set or team;

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

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

"supervisor" means an employee who, under the supervision of a foreman or forewoman, is in charge of a group of employees in an establishment or a department thereof and who is responsible for the efficient performance by them of their duties and who may supervise set leaders or team leaders;

"traveller" means an employee who, as a travelling representative of an establishment and on behalf of such establishment, invites, canvasses or solicits orders;

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

"trimmer" means an employee who is engaged in marking in or cutting linings or interlinings;

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

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

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

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

3. REMUNERATION.

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

(a) Employees other than casual employees and set leaders or team leaders:—

	In All Areas.	
	R	c
Foreman.....	24	80
Forewoman.....	16	20
Passer.....	10	00
Supervisor.....	14	30
Mechanic.....	24	00
Clerk, female:—		
Learner—		
during the first year of experience.....	7	00
during the second year of experience.....	8	50
during the third year of experience.....	10	00
during the fourth year of experience.....	11	50
Thereafter as a qualified employee.....	13	00
Clerk, male:—		
Learner—		
during the first year of experience.....	7	00
during the second year of experience.....	9	00
during the third year of experience.....	11	00
during the fourth year of experience.....	13	00
during the fifth year of experience.....	15	50
Thereafter as a qualified employee.....	18	00
Traveller:—		
Learner—		
during the first year of experience.....	23	05
during the second year of experience.....	25	40
during the third year of experience.....	27	70
during the fourth year of experience.....	30	00
Thereafter as a qualified employee.....	32	30
Traveller's assistant.....	9	50

	In die Landdros- distrik Kimberley	In die Landdros- distrikte Paarl, Stellen- bosch en Somerset- Wes.	In die Landdros- distrikte Umzinto en Umlazi.	In die Landdros- distrikte Newcastle en George.	In die Landdros- distrikte Bloem- fontein, Welkom en Kroon- stad.	In die Landdros- distrikte Kliprivier, Camper- down, Villiers en Parys.	In alle ander gebiede.
	Per week. R c	Per week. R c	Per week. R c	Per week. R c	Per week. R c	Per week. R c	Per week. R c
Afmerker, man:—							
Leerling—							
gedurende die eerste ses maande ondervinding.....	5 20	5 20	4 50	3 65	5 20	3 25	3 00
gedurende die tweede ses maande ondervinding.....	6 42	6 30	5 60	4 65	6 42	4 00	3 75
gedurende die derde ses maande ondervinding.....	7 65	7 40	6 70	5 65	7 65	4 75	4 50
gedurende die vierde ses maande ondervinding.....	8 92	8 50	7 80	6 65	8 92	5 50	5 25
gedurende die vyfde ses maande ondervinding.....	10 15	9 60	8 90	7 65	10 15	6 25	6 00
gedurende die sesde ses maande ondervinding.....	11 50	10 70	10 00	8 65	11 45	7 00	6 75
gedurende die sewende ses maande ondervinding.....	12 65	11 80	11 10	9 65	12 65	7 75	7 50
gedurende die agtste ses maande ondervinding.....	13 95	12 90	12 20	10 65	13 95	8 50	8 25
gedurende die negende ses maande ondervinding.....	15 15	14 00	13 30	11 65	15 15	9 50	9 00
gedurende die tiende ses maande ondervinding.....	16 40	15 10	14 40	12 65	16 40	11 00	10 50
Daarna as 'n gekwalifiseerde werknemer.....	17 65	16 60	15 60	14 00	17 65	13 00	12 00
Afmerker, vrou:—							
Leerling—							
gedurende die eerste ses maande ondervinding.....	4 50	4 50	4 25	3 65	3 65	3 25	3 00
gedurende die tweede ses maande ondervinding.....	5 90	5 80	5 50	4 65	4 65	4 00	3 75
gedurende die derde ses maande ondervinding.....	7 30	7 10	6 75	5 65	5 65	4 75	4 50
gedurende die vierde ses maande ondervinding.....	8 70	8 40	8 00	6 65	6 65	5 50	5 25
gedurende die vyfde ses maande ondervinding.....	10 10	9 70	9 25	7 65	7 65	6 25	6 00
gedurende die sesde ses maande ondervinding.....	11 50	11 00	10 75	8 65	8 65	7 00	6 75
gedurende die sewende ses maande ondervinding.....	—	—	—	9 65	9 65	7 75	7 50
gedurende die agtste ses maande ondervinding.....	—	—	—	10 65	11 65	8 75	8 25
Daarna as 'n gekwalifiseerde werknemer.....	13 15	12 60	12 00	11 65	13 15	10 00	9 00
Masjienwerker, perser, uitsnyer, opmaker, afwerker, passer, man:—							
Leerling—							
gedurende die eerste ses maande ondervinding.....	4 25	4 25	3 70	3 40	3 40	3 25	3 00
gedurende die tweede ses maande ondervinding.....	5 45	5 30	4 55	3 90	4 20	3 70	3 45
gedurende die derde ses maande ondervinding.....	6 65	6 35	5 35	4 40	5 00	4 15	3 90
gedurende die vierde ses maande ondervinding.....	7 85	7 40	6 20	4 90	5 80	4 60	4 35
gedurende die vyfde ses maande ondervinding.....	9 05	8 45	7 00	5 40	6 60	5 05	4 80
gedurende die sesde ses maande ondervinding.....	10 25	9 50	7 85	5 90	7 40	5 50	5 25
gedurende die sewende ses maande ondervinding.....	11 45	10 55	8 65	6 40	8 20	6 00	5 70
gedurende die agtste ses maande ondervinding.....	12 65	11 60	9 90	6 90	9 00	6 50	6 15
gedurende die negende ses maande ondervinding.....	—	—	—	7 40	9 80	7 00	6 60
gedurende die tiende ses maande ondervinding.....	—	—	—	7 95	10 60	7 50	7 05
Daarna as 'n gekwalifiseerde werknemer.....	14 00	13 00	12 00	8 50	11 50	8 00	7 50
Masjienwerker, perser, uitsnyer, opmaker, afwerker, passer, vrou:—							
Leerling—							
gedurende die eerste ses maande ondervinding.....	4 25	4 25	3 70	3 40	3 40	3 25	3 00
gedurende die tweede ses maande ondervinding.....	5 25	5 15	4 55	3 90	4 00	3 70	3 40
gedurende die derde ses maande ondervinding.....	6 25	6 05	5 35	4 40	4 60	4 15	3 80
gedurende die vierde ses maande ondervinding.....	7 25	6 95	6 20	4 90	5 20	4 60	4 20
gedurende die vyfde ses maande ondervinding.....	8 25	7 85	7 00	5 40	5 80	5 05	4 60
gedurende die sesde ses maande ondervinding.....	9 25	8 75	7 85	5 90	6 45	5 50	5 00
gedurende die sewende ses maande ondervinding.....	—	—	—	6 40	7 10	6 00	5 50
gedurende die agtste ses maande ondervinding.....	—	—	—	6 90	7 80	6 50	6 00
Daarna as 'n gekwalifiseerde werknemer.....	10 50	9 75	9 00	7 50	8 50	7 00	6 50
Algemene werker:—							
Leerling—							
gedurende die eerste ses maande ondervinding.....	4 25	4 25	3 70	3 40	3 40	3 25	3 00
gedurende die tweede ses maande ondervinding.....	5 05	4 95	4 35	3 90	4 00	3 70	3 40
gedurende die derde ses maande ondervinding.....	5 85	5 65	5 00	4 40	4 60	4 15	3 80
gedurende die vierde ses maande ondervinding.....	6 65	6 35	5 65	4 90	5 20	4 60	4 20
Daarna as 'n gekwalifiseerde werknemer.....	7 45	7 05	6 30	5 40	5 80	5 05	4 60
Bestuurder van 'n motorvoertuig waarvan die eie gewig tesame met die eie gewig van enige sleepwa of sleepwaens deur sodanige voertuig getrek—							
(i) hoogstens 6,000 pond is.....	12 90	11 50	11 50	8 00	12 90	8 00	7 00
(ii) oor 6,000 pond is.....	15 70	14 00	14 00	10 50	15 70	10 50	9 50
Deeltydse bestuurder van 'n motorvoertuig.....	11 00	9 50	9 50	6 00	11 00	6 00	5 50
Arbeider, man, 18 jaar oud of ouer.....	5 10	5 10	5 10	4 50	5 10	4 25	4 00
Arbeider, man, onder 18 jaar.....	3 95	3 95	3 95	3 50	3 95	3 25	3 00
Arbeider, vrou.....	4 10	4 10	4 10	3 60	4 10	3 35	3 10
Ketelbediener.....	6 10	6 10	6 10	5 50	6 10	5 25	5 00
Versendingsverpakker.....							
Wag.....							

Met dien verstande dat in die Landdrosdistrik Newcastle die loon voorgeskryf vir 'n gekwalifiseerde werknemer wat in diens is as masjienwerker, perser, uitsnyer, opmaker, afwerker of passer ten opsigte van die eerste twaalf maande vanaf die datum van inwerkingtreding van hierdie Vasstelling met hoogstens vyftig sent per week verminder mag word.

	In the Magisterial District of Kimberley.	In the Magisterial Districts of Paarl, Stellen- bosch and Somerset West.	In the Magisterial Districts of Umzinto and Umlazi.	In the Magisterial Districts of New- castle and George.	In the Magisterial Districts of Bloem- fontein, Welkom and Kroonstad.	In the Magisterial Districts of Klip River, Camper- down, Villiers and Parys.	In all Other Areas.
	Per Week. R c	Per Week. R c	Per Week. R c	Per Week. R c	Per Week. R c	Per Week. R c	Per Week. R c
Marker-in, male:—							
Learner—							
during the first six months of experience.....	5 20	5 20	4 50	3 65	5 20	3 25	3 00
during the second six months of experience.....	6 42	6 30	5 60	4 65	6 42	4 00	3 75
during the third six months of experience.....	7 65	7 40	6 70	5 65	7 65	4 75	4 50
during the fourth six months of experience.....	8 92	8 50	7 80	6 65	8 92	5 50	5 25
during the fifth six months of experience.....	10 15	9 60	8 90	7 65	10 15	6 25	6 00
during the sixth six months of experience.....	11 50	10 70	10 00	8 65	11 45	7 00	6 75
during the seventh six months of experience.....	12 65	11 80	11 10	9 65	12 65	7 75	7 50
during the eighth six months of experience.....	13 95	12 90	12 20	10 65	13 95	8 50	8 25
during the ninth six months of experience.....	15 15	14 00	13 30	11 65	15 15	9 50	9 00
during the tenth six months of experience.....	16 40	15 10	14 40	12 65	16 40	11 00	10 50
Thereafter as a qualified employee.....	17 65	16 60	15 60	14 00	17 65	13 00	12 00
Marker-in, female:—							
Learner—							
during the first six months of experience.....	4 50	4 50	4 25	3 65	3 65	3 25	3 00
during the second six months of experience.....	5 90	5 80	5 50	4 65	4 65	4 00	3 75
during the third six months of experience.....	7 30	7 10	6 75	5 65	5 65	4 75	4 50
during the fourth six months of experience.....	8 70	8 40	8 00	6 65	6 65	5 50	5 25
during the fifth six months of experience.....	10 10	9 70	9 25	7 65	7 65	6 25	6 00
during the sixth six months of experience.....	11 50	11 60	10 75	8 65	8 65	7 00	6 75
during the seventh six months of experience.....	—	—	—	9 65	9 65	7 75	7 50
during the eighth six months of experience.....	—	—	—	10 65	11 65	8 75	8 25
Thereafter as a qualified employee.....	13 15	12 60	12 00	11 65	13 15	10 00	9 00
Machinist, presser, chopper-out, trimmer, finisher, fitter-up, male:—							
Learner—							
during the first six months of experience.....	4 25	4 25	3 70	3 40	3 40	3 25	3 00
during the second six months of experience.....	5 45	5 30	4 55	3 90	4 20	3 70	3 45
during the third six months of experience.....	6 65	6 35	5 35	4 40	5 00	4 15	3 90
during the fourth six months of experience.....	7 85	7 40	6 20	4 90	5 80	4 60	4 35
during the fifth six months of experience.....	9 05	8 45	7 00	5 40	6 60	5 05	4 80
during the sixth six months of experience.....	10 25	9 50	7 85	5 90	7 40	5 50	5 25
during the seventh six months of experience.....	11 45	10 55	8 65	6 40	8 20	6 00	5 70
during the eighth six months of experience.....	12 65	11 60	9 90	6 90	9 00	6 50	6 15
during the ninth six months of experience.....	—	—	—	7 40	9 80	7 00	6 60
during the tenth six months of experience.....	—	—	—	7 95	10 60	7 50	7 05
Thereafter as a qualified employee.....	14 00	13 00	12 00	8 50	11 50	8 00	7 50
Machinist, presser, chopper-out, trimmer, finisher, fitter-up, female:—							
Learner—							
during the first six months of experience.....	4 25	4 25	3 70	3 40	3 40	3 25	3 00
during the second six months of experience.....	5 25	5 15	4 55	3 90	4 00	3 70	3 40
during the third six months of experience.....	6 25	6 05	5 35	4 40	4 60	4 15	3 80
during the fourth six months of experience.....	7 25	6 95	6 20	4 90	5 20	4 60	4 20
during the fifth six months of experience.....	8 25	7 85	7 00	5 40	5 80	5 05	4 60
during the sixth six months of experience.....	9 25	8 75	7 85	5 90	6 45	5 50	5 00
during the seventh six months of experience.....	—	—	—	6 40	7 10	6 00	5 50
during the eighth six months of experience.....	—	—	—	6 90	7 80	6 50	6 00
Thereafter as a qualified employee.....	10 50	9 75	9 00	7 50	8 50	7 00	6 50
General worker:—							
Learner—							
during the first six months of experience.....	4 25	4 25	3 70	3 40	3 40	3 25	3 00
during the second six months of experience.....	5 05	4 95	4 35	3 90	4 00	3 70	3 40
during the third six months of experience.....	5 85	5 65	5 00	4 40	4 60	4 15	3 80
during the fourth six months of experience.....	6 65	6 35	5 65	4 90	5 20	4 60	4 20
Thereafter as a qualified employee.....	7 45	7 05	6 30	5 40	5 80	5 05	4 60
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.....	12 90	11 50	11 50	8 00	12 90	8 00	7 00
(ii) exceeds 6,000 lb.....	15 70	14 00	14 00	10 50	15 70	10 50	9 50
Part-time driver of a motor vehicle.....	11 00	9 50	9 50	6 00	11 00	6 00	5 50
Labourer, male, 18 years of age and over.....	5 10	5 10	5 10	4 50	5 10	4 25	4 00
Labourer, male, under 18 years of age.....	3 95	3 95	3 95	3 50	3 95	3 25	3 00
Labourer, female.....	4 10	4 10	4 10	3 60	4 10	3 35	3 10
Boiler attendant.....	6 10	6 10	6 10	5 50	6 10	5 25	5 00
Despatch packer.....							
Watchman.....							

Provided that in the Magisterial District of Newcastle the wage prescribed for a qualified employee employed as a machinist, presser, chopper-out, trimmer, finisher or fitter-up may, in respect of the first twelve months from the date of coming into force of this Determination, be reduced by not more than fifty cents per week.

(b) *Groep- of spanleier.*—'n Werknemer wat aangese word om die pligte van 'n groep- of spanleier waar te neem, moet, terwyl hy aldus in diens is, 'n addisionele bedrag van minstens tien persent van die loon betaal word wat in paragraaf (a) vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf is.

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

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

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

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

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

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

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

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

Met dien verstande—

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

(ii) dat, tensy daar in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling só uitgelê mag word dat dit 'n werkgever belet om te vereis dat 'n werknemer 'n ander klas werk verrig waarvoor die voorgeskrywe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie;

(iii) dat by die toepassing van hierdie subklousule die uitdrukking „stygende loonskaal”, wanneer dit betrekking het op 'n klas werknemer waarvoor verhogings voorgeskryf word op grondslag van lengte van ondervinding, geag word die loon wat vir 'n gekwalifiseerde werknemer van dié klas voorgeskryf word, in te sluit en daarop te eindig.

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

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

(ii) ses, as hy 'n werkweek van ses dae het.

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

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

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

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

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

(i) waar die perdekrags van die voertuig waarmee die werknemer aldus reis, nie meer as 14 is nie: 6 sent;

(ii) waar die perdekrags van sodanige voertuig meer as 14 maar minder as 21 is: 7½ sent;

(iii) waar die perdekrags van sodanige voertuig meer as 21 is: 10 sent.

(b) *Set Leader or Team Leader.*—An employee who is required to perform the duties of a set leader or team leader shall while so employed be paid an additional amount of not less than ten per cent of the wage prescribed in paragraph (a) for a qualified employee of his class.

(c) *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 not more than fifty per cent.

(2) *Basis of Contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis and, save as provided in clause 4 (5), 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;

(iii) for the purpose of this sub-clause the expression “rising scale”, when it relates to any class of employee for which increments are prescribed on the basis of length of experience, shall be deemed to include and terminate with the wage prescribed for a qualified employee of that class.

(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 any other employee.

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

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

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

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

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

(i) where the horse-power of the vehicle in which the employee so travelled does not exceed 14: 6 cents;

(ii) where the horse-power of such vehicle exceeds 14 but not 21: 7½ cents;

(iii) where the horse-power of such vehicle exceeds 21: 10 cents.

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

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

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

(ii) moet sy werkgever hom 'n onderhoudstoelae van minstens drie rand vir iedere nag betaal, as so 'n afwesigheid oor een of meer nagte strek;

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

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

(ii) moet sy werkgever hom 'n onderhoudstoelae van minstens tagtig sent vir elke nag betaal, as so 'n afwesigheid oor een of meer nagte strek;

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

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

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

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

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

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

en ten einde so 'n werknemer in staat te stel om aan so 'n vereiste te kan voldoen, moet sy werkgever voordat sodanige reis deur so 'n werknemer onderneem word hom van 'n geskikte boek of formuliere voorsien waarin of waarop gepaste aantekeninge gehou kan word.

4. BETALING VAN BESOLDIGING.

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

(a) die werkgever se naam;

(b) die werknemer se naam of sy nommer in die betaalstaat en sy klas werk;

(c) die getal gewone werkure wat die werknemer gewerk het;

(d) die getal ure wat die werknemer oortyd gewerk het;

(e) die werknemer se loon;

(f) die besonderhede omtrent enige ander besoldiging ter sake van die werknemer se diens;

(g) die besonderhede omtrent enige bedrae wat afgetrek is;

(h) die werklike bedrag wat aan die werknemer betaal word; en

(i) die tydperk waarvoor die betaling geskied;

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

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

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

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

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag van 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir ledesgelde van vakverenigings;

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

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

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

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

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

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

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

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

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

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

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

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

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

and to enable such employee to comply with such a requirement, his employer shall, before any such journey is undertaken by such employee, provide him with a suitable book or forms in or on which to maintain suitable records.

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

(a) the employer's name;

(b) the employee's name or pay roll number and occupation;

(c) the number of ordinary hours of work worked by the employee;

(d) the number of overtime hours worked by the employee;

(e) the employee's wage;

(f) the details of any other remuneration arising out of the employee's employment;

(g) the details of any deductions made;

(h) the actual amount paid to the employee; and

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

(a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;

- (b) behoudens andersluidende bepalinge in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever uit sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde van sodanige afwesigheid vir sy gewone werkure ontvang het;
- (c) iedere bedrag wat 'n werkgever by wet of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) 'n bedrag van hoogstens vyf sent vir elke ete wat 'n werkgever aan sy werknemer verskaf: Met dien verstande dat sodanige bedrag hoogstens vyf-en-twintig sent in enige week mag beloop;
- (e) wanneer die gewone werkure in klousule 5 voorgeskryf weens korttyd verminder word, 'n bedrag gelyk aan die werknemer (uitgesonderd 'n los werknemer) se uurloon vir elke uur van sodanige vermindering:
- Met dien verstande—
- dat sodanige aftrekking, ongeag die getal ure waarmee die gewone werkure aldus verminder word, hoogstens een-derde van die werknemer se weekloon is;
 - dat geen aftrekking ten opsigte van korttyd wat deur 'n slappe in die bedryf of 'n tekort aan voorrade ontstaan, geskied nie, tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
 - dat ten opsigte van korttyd weens die feit dat die masjinerie of installasie uit orde is, of die geboue onbruikbaar is of dreig om dit te word, geen aftrekking geskied vir die eerste uur waarin daar nie gewerk word nie, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;
- (f) ten opsigte van 'n ander openbare vakansiedag as Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag waarop die werknemer op eie versoek toegelaat word om nie te werk nie, 'n bedrag gelyk aan sy dagloon;
- (g) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het aan huur van 'n huis, of aan huisvesting in 'n tehuis, wat die werknemer in 'n lokasie of Natureldorp onder die beheer van so 'n raad of ander plaaslike bestuur bewoon.

5. WERKURE, GEWONE EN OORTYD, EN DIE BETALING VAN OORTYD.

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

- vyf-en-veertig in 'n week van Maandag tot en met Saterdag; en
- behoudens paragraaf (a) hiervan—
 - 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;
 - 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 vereis of toelaat dat 'n los werknemer meer as nege gewone werkure op 'n dag werk nie.

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

- dat werktye wat onderbreek word deur pouse van minder as 'n uur, geag word aaneen te loop;
- dat, as so 'n pouse langer as 'n uur is, die tyd bo een en 'n kwart uur geag word tyd te wees waarin daar gewerk is;
- dat 'n motorvoertuigbestuurder wat in so 'n pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word in dié pouse nie te gewerk het nie;
- dat 'n werkgever met sy werknemer kan ooreenkom om die duur van so 'n etenspouse tot uiters 'n halfuur te verkort, en in dié geval en nadat die werkgever 'n weergawe van dié ooreenkoms by die Afdelingsinspekteur, Departement van Arbeid, van sy gebied ingedien het, kan die etenspouse aldus verkort word.

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

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

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

(b) Except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(c) a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;

(d) a deduction of an amount not exceeding five cents in respect of each meal supplied by an employer to his employee: Provided that such deduction shall not exceed twenty-five cents in any week;

(e) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction to the amount of the hourly wage of an employee (other than a casual employee) 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 supplies unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;

- that no deduction shall be made in the case of short-time owing to a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

(f) a deduction of an amount equal to his daily wage in respect of any public holiday other than New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, on which the employee at his own request is permitted not to work;

(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—

- forty-five in any week from Monday to Saturday, inclusive; and
- subject to paragraph (a) hereof—

- eight on any day in the case of an employee who is required or permitted to work on six days in any week;
- 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 periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

- that, if such interval be longer than one hour, any time in excess of one and one-quarter hour shall be deemed to be time worked;

- that a driver of a motor vehicle who during such interval does not work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this sub-clause not to have worked during such interval;

- that an employer may agree with his employee to reduce the period of such meal interval to not less than half-an-hour, and in that event and after the employer has lodged a statement of such agreement with the Divisional Inspector, Department of Labour, for his area, the meal interval may be so reduced.

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

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

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

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

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

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

- (a) tussen 6-uur nm. en 6-uur vm. werk nie;
- (b) op meer as vyf dae in 'n week na 1-uur nm. werk nie;
- (c) meer as twee uur oortyd op 'n dag werk nie, behalwe dat 'n werknemer met 'n werkweek van vyf dae op 'n Saterdag tot vier uur oortyd kan werk;
- (d) op meer as drie opeenvolgende dae in 'n week oortyd werk nie;
- (e) op meer as sestig dae in 'n jaar oortyd werk nie;
- (f) ná voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd werk nie, tensy hy—
 - (i) so 'n werknemer voor die middag kennis daarvan gegee het; of
 - (ii) so 'n werknemer van 'n behoorlike ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin.

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

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

(10) *Voorbehoudsbepalings.*—(a) Die bepalings van hierdie klousule geld nie vir 'n handelsreisiger, 'n handelsreisiger se hulp of 'n wag nie.

(b) Die bepalings van hierdie klousule geld nie vir 'n voorman, of vir 'n senior besturende, professionele of administratiewe werknemer, indien en terwyl so 'n werknemer gereeld 'n besoldiging teen 'n tarief van minstens R1,560 per jaar ontvang nie.

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

6. JAARLIKSE VERLOF.

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

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

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

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

Met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n handelsreisiger wat kommissiewerk doen, bereken word deur die besoldiging wat uit hoofde van sy ooreenkoms ingevolge klousule 9 (7) aan hom betaalbaar is ten opsigte van die drie maande onmiddellik voor die datum waarop die verlof hom toekom, deur dertien te deel of, indien hy minder as drie maande aldus gewerk het, deur die totale besoldiging wat aldus vir sodanige dienstydperk aan hom betaalbaar is, te deel deur die getal van die voltooide weke in so 'n tydperk: Met dien verstande voorts dat by die toepassing van hierdie klousule die weekloon van 'n werknemer wat stukwerk verrig, bereken word op die grondslag uiteengesit in artikel twintig (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

- (i) dat, as sodanige verlof nie eerder toegestaan is nie, dit behoudens die bepalings van subklousule (3), so toegestaan word dat dit begin binne vier maande na voltooiing van die twaalf maande diens waarop dit betrekking het of, indien die werkgewer en sy werknemer voor die verstryking van die gemelde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer toestaan vanaf 'n datum wat nie later as twee maande ná die verstryking van die gemelde tydperk van vier maande val nie;
- (ii) dat die tydperk van verlof nie saamval met siekteverlof wat ingevolge klousule 7 toegestaan is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding nie;
- (iii) dat, as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n dag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal word;

(7) *Limitation of Overtime.*—An employer shall not require or permit an employee to work overtime for more than—

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

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

- (a) between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) after 1 o'clock p.m. on more than five days a week;
- (c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday;
- (d) overtime on more than three consecutive days in any week;
- (e) overtime on more than sixty days in any year;
- (f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee; or
 - (ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime.

(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.

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

(b) The provisions of this clause shall not apply to a foreman or to a senior managerial, professional or administrative employee 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.

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

6. ANNUAL LEAVE.

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

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

and shall pay such employee in respect of such leave—

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

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

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

- (i) that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and his 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 other 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) dat 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande waarop die verloftyd betrekking het, van sodanige tydperk van verlof kan aftrek.

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

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

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

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

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

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

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

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

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

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

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

(iii) wat deur sy werkgewer sonder kennisgewing ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regtens genoegsaam is;

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

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

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

(a) met verlof ingevolge hierdie klousule;

(b) met siekteverlof ingevolge klousule 7;

(c) op las of versoek van sy werkgewer;

(d) vir militêre opleiding;

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

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vasstelling tot 'n tydperk van jaarlikse verlof ingevolge enige wet geregtig geword het, op die datum waarop so 'n werknemer die vorige maal geregtig geword het tot verlof ingevolge so 'n wet;

(ii) in die geval van 'n werknemer wat voor die datum van inwerking-treding van hierdie Vasstelling in diens was en vir wie enige wet gegeld het wat vir jaarlikse verlof voorsiening maak maar wat nog nie tot 'n tydperk van verlof ingevolge daarvan geregtig geword het nie, op die aanvangsdatum van sodanige diens;

(iii) in die geval van enige ander werknemer, op die datum waarop so 'n werknemer by sy werkgewer in diens getree het of op die datum van die inwerking-treding van hierdie Vasstelling, en wel op die jongste van die twee datums.

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

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

7. SIEKTEVERLOF.

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

(a) in die geval van 'n werknemer wat 'n werkweek van vyf dae het, altesaam minstens twintig werkdag; en

(b) in die geval van iedere ander werknemer, altesaam minstens vier-en-twintig werkdag;

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

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

(ii) dat hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes, minstens gelyk aan dié wat die werknemer self daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat aan hom by ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdag, al na gelang van die geval, in elke tydkring van vier-en-twintig maande diens betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoudsbepaling van hierdie subklousule te bowe hoef te gaan nie;

(iii) dat, indien 'n werkgewer ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige gelde wel betaal, die aldus betaalde bedrag afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

(iv) dat, indien 'n werkgewer by enige ander wet verplig word om 'n werknemer sy volle loon te betaal ten opsigte van enige tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalinge van hierdie klousule nie geld nie;

(v) dat die loon wat aan 'n handelsreisiger wat kommissiewerk doen of aan 'n werknemer wat stukwerk verrig, betaalbaar is ten opsigte van enige tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule, bereken word op grondslag van die besoldiging wat aan so 'n werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

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

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

(4) By die toepassing van hierdie klousule—

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

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

en wel tot 'n totaal in enige jaar van hoogstens tien weke ten opsigte van punte (i), (ii) en (iii), plus enige tydperk van militêre opleiding wat hy in dié jaar ondergaan het, en

(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.

7. SICK LEAVE.

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

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

(b) in the case of every other employee, not less than twenty-four work days;

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

(i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;

(ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for twenty or twenty-four work days, as the case may be, in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;

(iii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;

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

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

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

enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum van die inwerkingtreding van hierdie Vasstelling word by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende so 'n tydperk toegestaan is, word geag ingevolge hierdie Vasstelling toegestaan te wees;

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

8. OPENBARE VAKANSIEDAE EN SONDAE.

(1) Behoudens die bepalings van klousule 4 (5), moet 'n werkgever aan 'n werknemer wat op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag nie werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk, moet sy werkgever hom, behoudens die bepalings van klousule 4 (5), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer op so 'n dag werk: Met dien verstande dat, as daar vereis of toegelaat word dat die werknemer minder as vier uur op so 'n dag werk, hy geag word vier uur te gewerk het.

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

(a) dié werknemer betaal—

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

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

(4) Hierdie klousule geld nie vir 'n los werknemer of 'n wag nie.

9. STUKWERK EN KOMMISSIEWERK.

(1) Ná minstens een week kennisgewing aan sy werknemer, uitgesonderd 'n handelsreisiger, kan 'n werkgever 'n stukwerkstelsel invoer en, behoudens die bepalings van klousule 4 (5), moet die werkgever 'n werknemer wat volgens so 'n stukwerkstelsel werk, besoldig teen die tarief wat volgens dié stelsel geld: Met dien verstande dat die werkgever, ongeag die hoeveelheid gedane werk, die werknemer minstens die volgende betaal:—

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

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

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

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

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

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

(a) Die week- of maandloon aan die handelsreisiger betaalbaar, indien sodanige loon hoër is as dié wat in klousule 3 (1) vir so 'n handelsreisiger voorgeskryf word, asook die kommissietarief of -tariewe en die voorwaardes waarop hy die reg daarop verkry;

(b) die dag van die week of maand waarop die verdiende kommissie verskuldig en betaalbaar is;

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.

8. PUBLIC HOLIDAYS AND SUNDAYS.

(1) Subject to the provisions of clause 4 (5), 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 (5), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage for each hour or part of an hour worked by the employee on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

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

(a) pay to the employee—

- if he so works for a period not exceeding four hours, not less than his daily wage;
- 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) 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, other than a traveller, introduce any piece-work system and, save as provided in clause 4 (5), the employer shall pay such employee, who is employed on such piece-work system, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than—

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

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

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

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

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

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

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

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

- (c) die gebied waarin die handelsreisiger verplig is of toegelaat word om te werk;
- (d) die tipe, aard, getal, hoeveelheid of waarde van die bestellings (afsonderlik, weekliks, maandeliks of hoe ook al) wat die werkgewer van tyd tot tyd bereid is om te aanvaar; en
- (e) die dag waarop die kommissie op bestellings wat die werkgewer voor die beëindiging van die dienskontrak aanvaar het, betaal moet word: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag is van die kalendermaand wat volg op die maand waarin die diens beëindig is.
- (6) Die bepalings van die ooreenkoms in subklousule (5) vermeld mag vir die handelsreisiger geldelik nie minder voordelig as hierdie Vassstelling wees nie: Met dien verstande dat aan 'n handelsreisiger wat kommissiewerk verrig, betaling van sy besoldiging gedoen word op die vervaldag wat in die ooreenkoms bepaal word, en in hierdie verband geld die bepalings van klousule 4 (1) nie vir sodanige betaling nie.
- (7) Behoudens die bepalings van klousule 4 (5), moet 'n werkgewer sy handelsreisiger wat kommissiewerk verrig, besoldig teen minstens die tarief waartoe hulle ooreengekom het: Met dien verstande dat, ongeag die getal of waarde van die bestellings wat die werkgewer aanvaar, die besoldiging van so 'n handelsreisiger vir iedere tydperk minstens soveel is as dié wat ingevolge klousule 3 (1) vir daardie tydperk aan hom verskuldig sou wees.
- (8) 'n Werkgewer of 'n handelsreisiger, wat voornemens is om 'n ooreenkoms aangaande kommissiewerk op te stel of oor 'n wysiging daarvan te onderhandel, moet van sodanige voorname skriftelik kennis gee, en die kennisgewing mag nie korter wees as dié wat by klousule 12 vir die opsegging van die dienskontrak van so 'n handelsreisiger vereis word nie.

10. VERHOUDINGSYFER.

- (1) In die landdrosdistrikte Kimberley en Kroonstad mag 'n werkgewer nie 'n leerling in diens neem tensy hy 'n gekwalifiseerde werknemer van dieselfde klas in diens het nie en vir elke sodanige gekwalifiseerde werknemer in sy diens mag hy hoogstens twee sodanige leerlinge in diens neem.
- (2) In alle gebiede behalwe dié in subklousule (1) vermeld mag 'n werkgewer nie 'n leerling in diens neem tensy hy 'n gekwalifiseerde werknemer van dieselfde klas in diens het nie en vir elke sodanige gekwalifiseerde werknemer in sy diens mag hy hoogstens vyf sodanige leerlinge in diens neem: Met dien verstande dat gedurende 'n tydperk van vyf jaar, bereken vanaf die dag waarop 'n werkgewer met sy werksaamhede in die betrokke gebied begin, hierdie subklousule op hom nie van toepassing is nie.
- (3) By die toepassing van hierdie klousule—
- (a) mag 'n werkgewer of 'n bestuurder wat uitsluitend of hoofsaaklik die werk verrig van 'n besondere klas werknemer, beskou word as 'n gekwalifiseerde werknemer van sodanige klas;
- (b) mag 'n leerling wat 'n loon ontvang minstens gelyk aan die loon wat voorgeskryf is vir 'n gekwalifiseerde werknemer van sy klas, beskou word as 'n gekwalifiseerde werknemer van daardie klas.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

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

12. BEÏNDIGING VAN DIENSKONTRAK.

- (1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig moet dit—
- (a) gedurende die eerste vier weke diens, minstens vier-en-twintig uur;
- (b) ná die eerste vier weke diens, minstens 'n week;
- vooruit opse; of 'n werkgewer of 'n werknemer kan die kontrak sonder opsegging beëindig deurdat in plaas van opsegging die werkgewer aan die werknemer minstens die volgende betaal, of die werknemer aan die werkgewer minstens die volgende betaal of verbeur, al na gelang van die omstandighede—
- (i) in die geval van vier-en-twintig uur opsegging, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval van 'n week opsegging, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang:
- Met dien verstande dat hierdeur onaangetas gelaat word—
- (i) die reg van 'n werkgewer of sy werknemer om op enige regsgeldige grond die kontrak sonder opsegging te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n opseggingstermyn wat vir beide partye ewe lank is en langer is as dié wat hierdie klousule voorskryf;

- (c) the area in which the traveller is required or permitted to work;
- (d) the type, description, number, quantity or value of orders (individual, weekly, monthly or otherwise) which the employer is from time to time prepared to accept; and
- (e) the day of payment of commission in respect of orders accepted by the employer before termination of the contract of employment: Provided that such day of payment shall be not later than the last work day of the calendar month succeeding the month during which employment was terminated.
- (6) The terms of the agreement referred to in sub-clause (5) shall be financially not less favourable to the traveller than this Determination: Provided that the due date of payment of remuneration to a traveller on commission work shall be in accordance with the agreement and in this respect the provisions of clause 4 (1) shall not apply to such payment.
- (7) Save as provided in clause 4 (5), an employer shall pay to his traveller who is employed on commission work remuneration at not less than the rate agreed upon between them: Provided that, irrespective of the number or value of orders accepted by the employer, the remuneration of such traveller in respect of any period shall be not less than that which would be due to him for that period in terms of clause 3 (1).
- (8) An employer or a traveller, who intends to cancel or to negotiate for an alteration of an agreement in regard to commission work, shall give written notice of such intention and the period of such notice shall be not less than that required to terminate the contract of employment of such traveller in terms of clause 12.

10. RATIO.

- (1) In the Magisterial Districts of Kimberley and Kroonstad an employer shall not employ a learner unless he has in his employ a qualified employee of the same class and for each such qualified employee in his employ he shall not employ more than two such learners.
- (2) In all areas, other than those referred to in sub-clause (1), an employer shall not employ a learner unless he has in his employ a qualified employee of the same class and for each such qualified employee in his employ he shall not employ more than five such learners: Provided that this sub-clause shall not apply to an employer for a period of five years calculated from the date he commences operations in the area concerned.
- (3) For the purpose of this clause—
- (a) an employer or a manager who is wholly or mainly engaged in the work of any particular class of employee may be deemed to be a qualified employee in such class;
- (b) a learner who is receiving a wage of not less than the wage prescribed for a qualified employee of his class may be deemed to be a qualified employee in that class.

11. UNIFORMS, OVERALLS, AND PROTECTIVE CLOTHING.

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

- (1) An employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—
- (a) during the first four weeks of employment, not less than twenty-four hours;
- (b) after the first four weeks of employment, not less than one week's;
- notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than—
- (i) in the case of twenty-four hours' notice, the daily wage which the employee is receiving at the time of such termination;
- (ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination:
- 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) die werking van verbeurings en boetes wat regtens van toepassing kan wees op 'n werknemer wat sy diens verlaat;

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

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

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

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

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

(4) As 'n opseggingstermyn van slegs vier-en-twintig uur vereis word, sodanige opsegging op enige werkdag kan geskied.

13. DIENSSERTIFIKAAT.

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

14. VERBOD OP INDIENSNEMING.

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

15. LOGBOEK.

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

DAAGLIKSE LOG.

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

Datum _____ 19 _____ Handtekening van motorvoertuigbestuurder _____

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

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

BYLAE.

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

Datum _____ 19 _____ Handtekening van werkgewer
 of gemagtigde verteenwoordiger.

(a) Skrap wat nie van toepassing is nie.

(b) Meld die betrekking waarin die werknemer uitsluitend of hoofsaaklik in diens was, bv., klerk, masjienwerker, algemene werker.

- (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) (b) 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.

(4) Where only twenty-four hours' notice is required to be given such notice may be given on any work day.

13. CERTIFICATE OF SERVICE.

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

14. PROHIBITION OF EMPLOYMENT.

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

15. LOG BOOK.

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

DAILY LOG.

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

Date _____ 19 _____ Signature of Driver _____

(2) Every driver of a motor vehicle or part-time driver of a motor vehicle shall, in the log book referred to in sub-clause (1), keep a daily log in duplicate in respect of each day's work and shall within twenty-four hours of the completion of the day's work to which it relates deliver a copy thereof to his employer, and for the purpose of this clause the expression “work” in relation to a part-time driver of a motor vehicle shall refer only to “driving a motor vehicle” as defined in the definition of this class of employee.

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

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 occupa-
 tion of (b) _____ At the termination of employ-
 ment his/her (a) wage was _____ rand _____ cents per week.

Date _____ 19 _____ Signature of Employer or
 Authorised Representative.

(a) Delete whichever inapplicable.

(b) State occupation in which employee was wholly or mainly engaged, e.g., clerk, machinist, general worker.

No. 230.] [14 Julie 1961.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

KLERASIENYWERHEID, SEKERE GEBIEDE.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens subartikel (1) van artikel *twee-entwintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, verklaar hierby dat die bepalings van die Vasstelling vir die Klerasienywerheid gepubliseer by Goewermentskennisgewing No. 229 van 14 Julie 1961, oor die algemeen nie vir die persone wie se werkkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, minder gunstig as die desbetreffende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

No. 230.] [14 July 1961.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

CLOTHING INDUSTRY, CERTAIN AREAS.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, hereby declare the provisions of the Determination for the Clothing Industry published under Government Notice No. 229 of the 14th July, 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.

J. DE KLERK,
Minister of Labour.

No. 231.] [14 Julie 1961.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-
KOSTETOELAE INGEVOLGE OORLOGS-
MAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

KLERASIENYWERHEID, SEKERE GEBIEDE.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens die bepalings van subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, skort hierby die toepassing van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 3 van die Vasstelling vir die Klerasienywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. 229 van 14 Julie 1961.

J. DE KLERK,
Minister van Arbeid.

No. 231.] [14 July 1961.
WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING
ALLOWANCES PAYABLE UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.

CLOTHING INDUSTRY, CERTAIN AREAS.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-regulations (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in clause 3 of the Determination for the Clothing Industry, Certain Areas, published under Government Notice No. 229 of the 14th July, 1961.

J. DE KLERK,
Minister of Labour.

Die Afrikaanse Woordeboek

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