



Government Gazette

Buitengewone Staatskoerant

(Registered at the Post Office as a Newspaper) (As 'n Nuusblad by die Poskantoor Geregistreer)

Price 10c Prys
Overseas 15c Oorsee
POST FREE—POSVRY

(REGULASIEKOERANT No. 861)

(REGULATION GAZETTE No. 861)

Vol. 26.]

CAPE TOWN, 3RD NOVEMBER, 1967.
KAAPSTAD, 3 NOVEMBER 1967.

[No. 1884.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R.1747.]

[3rd November, 1967.

WAGE ACT, 1957.

WAGE DETERMINATION NO. 292.

CORDAGE AND MATTING INDUSTRY, CERTAIN AREAS.

By direction of the Minister of Labour it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister, under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Cordage and Matting Industry, Certain Areas, and has fixed the 27th day of November, 1967, as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all employees, other than managers, in the Cordage and Matting Industry in the Magisterial Districts of Durban, Lower Tugela and Port Elizabeth, and to the employers of such employees.

2. DEFINITIONS

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

(i) "artisan" means an employee who is engaged in work normally performed by a skilled artisan, and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

(ii) "assistant foreman" means an employee who, under the general supervision of a foreman, performs any of the activities or duties of a foreman and who may act for him during his absence;

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R.1747.]

[3 November 1967.

LOONWET, 1957

LOONVASSTELLING NO. 292

TOU- EN MATWERKNYWERHEID, SEKERE GEBIEDE

In opdrag van die Minister van Arbeid, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekend gemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Tou- en Matwerknwyerheid, Sekere Gebiede, gemaak het en die 27e dag van November 1967 bepaal het as die datum waarop die bepaling van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN BESTEK VAN VASSTELLING

Hierdie Vasstelling is van toepassing op alle werknemers, uitgesonderd bestuurders, in die Tou- en Matwerknwyerheid in die landdrostrikte Durban, Lae Tugela en Port Elizabeth, en op die werkgewers van sodanige werknemers.

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 daardie Wet en, tensy onbestaanbaar met die samehang, beteken—

(i) „ambagsman” ’n werknemer wat werk doen wat in die reël deur ’n geskoolde ambagsman verrig word, 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 aangewys te wees, of wat in besit is van ’n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of ’n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet;

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

(a) artikels dra, verskuif, oplaag of opstapel;

- (iii) "boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler;
- (iv) "casual employee" means an employee who is employed by the same employer on not more than three days in any week;
- (v) "chargehand" means an employee who, under general supervision of a foreman or assistant foreman, is in charge of a group of labourers;
- (vi) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, storeman, despatch clerk and a telephone 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;
- (vii) "clerk, female, qualified," means a female clerk who has had not less than four years' experience;
- (viii) "clerk, female, unqualified," means a female clerk who has had less than four years' experience;
- (ix) "clerk, male, qualified," means a male clerk who has had not less than five years' experience;
- (x) "clerk, male, unqualified," means a male clerk who has had less than five years' experience;
- (xi) "Cordage and Matting Industry" means the industry in which employers and employees are associated in establishments which are registered or liable for registration in terms of the Factories, Machinery and Building Work Act, 1941, for the manufacture of rope, twine, cord, mats, or matting consisting wholly or mainly of manilla, sisal, hemp, coir, jute, cotton, nylon or any combination of such materials or of materials capable of being substituted for any of the aforementioned materials without substantially altering the characteristics of the finished products and includes all operations incidental to or consequent on any of the aforesaid activities, but does not include the manufacture of wire ropes or wire mats or rope, twine or cord intended for use as fishing line or for making or repairing of fishing nets or in the manufacture of tyres;
- (xii) "day", in relation to an employee engaged on night shift work, means a period of twenty-four hours reckoned from the time such an employee commences work;
- (xiii) "designer" means an employee who designs patterns for mats or matting;
- (xiv) "despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking weighing, packing, marking, addressing or despatching of goods or packages;
- (xv) "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;
- (xvi) "dyer" means an employee who is engaged in blending dye-stuffs and who decides which dyes or combination of dye-stuffs or other chemicals are to be used to obtain the shade or colour required;
- (xvii) "dyer, qualified," means a dyer who has had not less than three years' experience;
- (xviii) "dyer, unqualified," means a dyer who has had less than three years' experience;
- (xix) "emergency work" means—
- (1) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay;
 - (2) any work in connection with the loading or unloading of—
 - (i) ships;
 - (ii) trucks or vehicles of the South African Railways and Harbours; or
 - (3) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours;
- (xx) "establishment" means any premises in or in connection with which one or more employees are employed in the Cordage and Matting Industry;
- (xxi) "experience" means in relation to—
- (a) a clerk, the total period or periods of employment which an employee has had as a clerk in any trade whatsoever or in the service of the State;
 - (b) any other class of employee, the total period or periods of employment which an employee has had as an employee of his class in the Cordage and Matting Industry;
- (xxii) "factory clerk" means an employee who, under the supervision of a foreman or a qualified male clerk is engaged in any one or more of the following operations—
- (1) assembling orders according to invoices or order forms;
 - (b) persele, voertuie, installasie, stilstaande of ingeslote bewegende masjinerie, implemente, gereedskap, gerei of ander artikels skoonmaak;
 - (c) rantsone kook of tee of dergelike drank berei of tee of dergelike drank opdis aan werknemers of sy werkgever;
 - (d) vesel stukkend sny of aangee;
 - (e) briewe, boodskappe of goedere te voet of met 'n voet- of handaangedrewe voertuig binne-in 'n bedryfsinrigting aflewer;
 - (f) tuinwerk, d.w.s. plant, spit, grassny, hark, onkruid verwyder, natlei of natgooi of tuingrond of materiaal meng of strooi of heinings snoei of paaie of paadjies skoonmaak of vee;
 - (g) laai of aflaai;
 - (h) vure maak of in stand hou of afval of as verwyder;
 - (i) sakke, dose, bale, kratte of pakke oop- of toemaak;
 - (j) 'n handvoertuig stoot of trek;
 - (k) tou of lyn teer, uitgesonderd pomppakwerk;
 - (l) met die hand pluus;
 - (m) 'n goederchysbak bedien;
- (iii) „assistent-voorman” 'n werknemer wat, onder die algemene toesig van 'n voorman, enigeen van die werksaamhede of pligte van 'n voorman verrig en wat gedurende sy afwesigheid namens hom kan waarneem;
- (iv) „bedryfsinrigting” 'n perseel waarop of in verband waarmee een of meer werknemers in die Tou- en Matwerknywerheid in diens is;
- (v) „bestuurder” 'n werknemer wat deur sy werkgever belas is met die algemene—
- (a) toesig oor,
 - (b) verantwoordelikheid vir, en
 - (c) leiding van die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werksaam is;
- (vi) „bestuurder van 'n motorvoertuig” 'n werknemer wat 'n motorvoertuig bestuur, en by die toepassing van hierdie woordskrywing omvat die uitdrukking „'n motorvoertuig bestuur” alle tydperke wat hy bestuur, alle tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos gereed te bly om te bestuur;
- (vii) „dag”, in verband met 'n werknemer wat nagskofte werk, 'n tydperk van vier-en-twintig uur gereken vanaf die tyd waarop sodanige werknemer begin werk;
- (viii) „fabrieksklerk” 'n werknemer wat, onder die toesig van 'n voorman of 'n gekwalifiseerde manlike klerk, een of meer van die volgende werksaamhede verrig—
- (1) bestellings volgens fakture of bestelvorms byeenbring;
 - (2) tel-, nagaan-, weeg-, meet- en aantekenwerk, uitgesonderd die weeg van garing en die aantekening van besonderhede daarvan, weegwerk in verband met versending of weegwerk volgens 'n gestelde skaal;
 - (3) afskrifte van lot-, werk- of produksiekaarte of ander fabrieksdokumente met die hand maak;
 - (4) name of nommers op tyd- of loonkaarte inskryf;
 - (5) fakture, vrag- of afleweringsbriewe, rekvisities of tyd- of loonkaarte in numerieke of alfabetiese volgorde lusseer, hou of sorteer;
 - (6) passe, dienssertifikate of tydkaarte uitreik;
 - (7) samestellende dele, gereedskap of ingenieursvoorrade of uitrusting uitreik by ontvangs van rekvisities of gereedskap of sodanige voorrade of uitrusting in ontvangs neem en die rekvisities daarvoor terugbesorg;
 - (8) 'n afrol, dupliseer-, adres- of fotostaatmasjien bedien;
 - (9) die indiensneming, ontslag of bedanking van werknemers aanteken;
 - (10) lyste maak van produksiesyfers;
 - (11) kaartjies stempel of uitskrif;
 - (12) besonderhede van die inhoud of die onderskeidingsnommer van kartonne, houers of pakkette afskryf of aanteken;
 - (13) voorraadkaarte byhou;
 - (14) vrag- of afleweringsbriewe of verpakkingstrokie uitskrif;
- (ix) „fabrieksklerk, gekwalifiseer,” 'n fabrieksklerk me minstens twaalf maande ondervinding;
- (x) „fabrieksklerk, ongekwalifiseer,” 'n fabrieksklerk me minder as twaalf maande ondervinding;
- (xi) „faktotum” 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks gebruik word by die vervaardiging van die produkte van 'n bedryfsinrigting, en wat ook kleinere herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wa gewoonlik deur 'n ambagsman gedoen word nie;
- (xii) „graad I-werknemer” 'n werknemer wat een of meer van die volgende werksaamhede verrig—
- (a) raamatwerk (letters en sierwerk);
 - (b) matte uitgroef (letters en sierwerk);
 - (c) matdrukwerk;
 - (d) matafwerking;

- (2) counting, checking, weighing, measuring or recording but excluding weighing yarn and recording particulars thereof, weighing for despatch or weighing to set scale;
- (3) copying batch cards, job cards, production cards or other factory documents by hand;
- (4) entering names or numbers on time or wage cards; filing, keeping or sorting invoices, consignment or delivery notes, requisitions or time or wage cards in numerical or alphabetical order;
- (6) issuing passes, certificates of service or time cards;
- (7) issuing components, tools or engineering stock or equipment against requisition or receiving tools or such stock or equipment and returning requisitions held;
- (8) operating a copying, duplicating, addressograph or photostat machine;
- (9) registering the engagement, discharge or resignation of employees;
- (10) scheduling production figures;
- (11) stamping or writing tickets;
- (12) writing or recording particulars of the contents or the distinctive numbers of cartons, containers or packages;
- (13) writing up stock cards;
- (14) writing out consignment or delivery notes or packing slips;
- (xxiii) "factory clerk, qualified," means a factory clerk who has had not less than twelve months' experience;
- (xxiv) "factory clerk, unqualified," means a factory clerk who has had less than twelve months' experience;
- (xxv) "foreman" means an employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;
- (xxvi) "grade I employee" means an employee who is engaged in any one or more of the following operations—
 - (a) frame mat making (letters and fancy);
 - (b) grooving mats (letters and fancy);
 - (c) mat printing;
 - (d) mat trimming;
 - (e) operating a house machine with a capacity to manufacture rope with a circumference of three inches or more;
 - (f) operating a mobile power-driven hoist used for the loading, unloading, moving or stacking of goods;
 - (g) power loom matting weaving;
 - (h) testing yarn;
- (xxvii) "grade I employee, qualified," means a grade I employee who has had not less than twelve months' experience;
- (xxviii) "grade I employee, unqualified," means a grade I employee who has had less than twelve months' experience;
- (xxix) "grade II employee" means an employee who is engaged in any one or more of the following operations—
 - (a) mending belts;
 - (b) minding rope walk clutch;
 - (c) minding a spinning frame;
 - (d) operating a house machine with a capacity to manufacture rope with a circumference of less than three inches;
 - (e) operating or feeding a No. 1 goods machine;
 - (f) operating rope walk traveller;
 - (g) weighing yarn and recording particulars thereof;
- (xxx) "grade II employee, qualified," means a grade II employee who has had not less than six months' experience;
- (xxxi) "grade II employee, unqualified," means a grade II employee who has had less than six months' experience;
- (xxxii) "grade III employee" means an employee who is engaged in any one or more of the following operations—
 - (a) balling or reeling;
 - (b) ball shaping;
 - (c) beaming;
 - (d) cord laying;
 - (e) cord or line hanking;
 - (f) drum polishing or sizing or polishing in the walk;
 - (g) frame mat making (plain);
 - (h) hackle setting;
 - (i) loom mat making;
 - (j) maintaining supply of yarn at power looms;
 - (k) mat edging;
 - (l) minding back of spinning frame and doffing;
 - (m) minding a finishing carding machine;
 - (n) oiling or greasing machines, when not in motion, including a motor vehicle;
 - (o) operating or feeding a goods machine other than a No. 1 goods machine;
 - (p) operating a pump packing machine;
 - (q) plaiting or braiding;
 - (r) shuttle repairing;
 - (s) twisting or doubling;
 - (t) weighing or packing for despatch;
- (xxxiii) "grade III employee, qualified," means a grade III employee who has had not less than three months' experience;
- (xxxiv) "grade III employee, unqualified," means a grade III employee who has had less than three months' experience;

- (e) 'n toumasjien bedien wat die vermoë het om tou met 'n omtrek van drie duim of meer te vervaardig;
- (f) 'n mobiele kraghyser bedien wat gebruik word om goedere op of af te laai, te verplaas of op te stapel;
- (g) matwerk met 'n kragweefmasjien;
- (h) garing toets;
- (xiii) „graad I-werknemer, gekwalifiseer," 'n graad I-werknemer met minstens twaalf maande ondervinding;
- (xiv) „graad I-werknemer, ongekwalifiseer," 'n graad I-werknemer met minder as twaalf maande ondervinding;
- (xv) „graad II-werknemer" 'n werknemer wat een of meer van die volgende werksaamhede verrig—
 - (a) dryfrieme herstel;
 - (b) 'n touspankoppelaar bedien;
 - (c) 'n spinraam bedien;
 - (d) 'n toumasjien bedien wat die vermoë het om tou met 'n omtrek van minder as drie duim te vervaardig;
 - (e) 'n No. 1-kammasjien bedien of voer;
 - (f) 'n touspanspinogje bedien;
 - (g) garing weeg en besonderhede daarvan aanteken;
- (xvi) „graad II-werknemer, gekwalifiseer," 'n graad II-werknemer met minstens ses maande ondervinding;
- (xvii) „graad II-werknemer, ongekwalifiseer," 'n graad II-werknemer met minder as ses maande ondervinding;
- (xviii) „graad III-werknemer" 'n werknemer wat een of meer van die volgende werksaamhede verrig—
 - (a) bolle of stringe draai;
 - (b) bolle fatsoeneer;
 - (c) oprolwerk;
 - (d) koordlêwerk;
 - (e) koord of lyn in stringe draai;
 - (f) trommelpoleerwerk of inpap en in touspan poleer;
 - (g) raammatwerk (effe);
 - (h) kamme stel;
 - (i) matwerk met weefmasjien;
 - (j) sorg vir toevoer van garing by kragweefmasjiene;
 - (k) matrandwerk;
 - (l) agterkant van spinraam bedien en afneemwerk;
 - (m) 'n afwerkingskaardmasjien bedien;
 - (n) masjiene, 'n motorvoertuig ingesluit, olie en smeer wanneer dit nie in beweging is nie;
 - (o) 'n kammasjien, uitgesonderd 'n No. 1-kammasjien, bedien of voer;
 - (p) 'n pomppakmasjien bedien;
 - (q) vleg- of omboorwerk;
 - (r) skietspoel herstel;
 - (s) draai- of verdubbelingswerk;
 - (t) vir versending, weeg of pak;
- (xix) „graad III-werknemer, gekwalifiseer," 'n graad III-werknemer met minstens drie maande ondervinding;
- (xx) „graad III-werknemer, ongekwalifiseer," 'n graad III-werknemer met minder as drie maande ondervinding;
- (xxi) „graad IV-werknemer" 'n werknemer wat een of meer van die volgende werksaamhede verrig—
 - (a) veselmenging;
 - (b) matte met die hand bind;
 - (c) met die hand sny en stik;
 - (d) tou of lyn in lengtes sny;
 - (e) briewe, boodskappe of goedere te voet of met 'n voet- of handvoertuig aflewer, maar nie binne-in 'n bedryfsinrigting nie;
 - (f) ogies in matte aanbring;
 - (g) trekmasjien (afdunner) bedien of voer;
 - (h) breker (kaardmasjien) voer of bedien;
 - (i) toutrekmasjien voer of bedien;
 - (j) goedere in 'n droogmasjien voer of daarvan verwyder;
 - (k) bindgaring afwerk of van etikette voorsien;
 - (l) op 'n touspan opvolg;
 - (m) stringdraaiwerk;
 - (n) van string na tol opdraai;
 - (o) toevoer van lyn by toumasjien in stand hou, stringspoel oplig en skuif;
 - (p) beskuttings of sonblindings van klapperhaar maak;
 - (q) monsters opmaak;
 - (r) pakke merk of sjabloneer;
 - (s) 'n pluismasjien bedien;
 - (t) vesel vir kleurwerk voorberei; kleurpot laai of ontlaai;
 - (u) matwerk oprol;
 - (v) sny- of knipwerk;
 - (w) matte skroei;
 - (x) sagmaakwerk;
 - (y) optolwerk, d.w.s. kruiswindoptolwerk;
 - (z) matte vierkantig maak;
 - (aa) matte stoom;
 - (bb) matte sjabloneer;
 - (cc) verpakkingsmateriaal met masjien stik;
 - (dd) materiaal van 'n outomatiese masjien afneem;
 - (ee) skeringbereiding of optolling, met ingebrip van optolling van string na kaastol;
 - (ff) weeg op 'n gestelde skaal;
 - (gg) ekstra skering;
- (xxii) „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;
- (xxiii) „klerk" 'n werknemer wat skryf-, tik-, lisseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n

- (xxxv) "grade IV employee" means an employee who is engaged in any one or more of the following operations—
- (a) batch mixing;
 - (b) binding mats by hand;
 - (c) cutting or stitching by hand;
 - (d) cutting rope or twine into lengths;
 - (e) delivering letters, messages or goods on foot or by means of a foot- or hand-propelled vehicle, other than within an establishment;
 - (f) eyeletting matting;
 - (g) feeding or minding drawing frame machine;
 - (h) feeding or minding breaker (carding) machine;
 - (i) feeding or minding tow drawing machine;
 - (j) feeding, or taking off from, a drying machine;
 - (k) finishing or labelling twine;
 - (l) following up on rope walk;
 - (m) hank twisting;
 - (n) hank to bobbin winding;
 - (o) maintaining supply of yarn at house machines, lifting and moving strand bobbins;
 - (p) making fend-offs or coir sun blinds;
 - (q) making up samples;
 - (r) marking or stencilling packages;
 - (s) operating a teasing machine;
 - (t) preparing fibre for dyeing, loading or unloading dyevat;
 - (u) rolling matting;
 - (v) shearing or clipping;
 - (w) singeing mats;
 - (x) softening;
 - (y) spooling, i.e. cross wound spooling;
 - (z) squaring mats;
 - (aa) steaming mats;
 - (bb) stencilling on mats;
 - (cc) stitching packing materials by machine;
 - (dd) taking off from any automatic machine;
 - (ee) warping or winding, including hank to cheese winding;
 - (ff) weighing to set scale;
 - (gg) whipping;
- (xxxvi) "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings, but who does not do work normally performed by an artisan;
- (xxxvii) "labourer" means an employee who is engaged in any one or more of the following activities—
- (a) carrying, moving, lifting or stacking articles;
 - (b) cleaning premises, vehicles, plant, stationery or closed moving machinery, implements, tools, utensils or other articles;
 - (c) cooking rations or making tea or similar beverages or serving tea or similar beverages to employees or his employer;
 - (d) cutting up or handing fibre;
 - (e) delivering letters, messages or goods on foot or by means of a foot- or hand-propelled vehicle, within an establishment;
 - (f) gardening work, i.e., planting, digging, mowing, raking, weeding, watering or mixing or spreading garden soil or materials or cutting or trimming hedges or cleaning or sweeping roads or paths;
 - (g) loading or unloading;
 - (h) making or maintaining fibres or removing refuse or ashes;
 - (i) opening or closing bags, boxes, bales, crates or packages;
 - (j) pushing or pulling any manually propelled vehicle;
 - (k) tarring rope or twine, other than pump packing;
 - (l) teasing by hand;
 - (m) operating a goods lift;
- (xxxviii) "machine handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment but who does not do work normally performed by an artisan;
- (xxxix) "manager" means an employee who is charged by his employer with the overall—
- (a) supervision over,
 - (b) responsibility for, and
 - (c) direction of,
- the activities of an establishment and the employees engaged therein;
- (xl) "motor vehicle" means any power-driven vehicle used for conveying goods and includes a mechanical horse and a tractor but does not include a mobile hoist;
- (xli) "night shift" means any period of work the major portion of which falls between 8 o'clock p.m. and 6 o'clock a.m.;
- (xlii) "packer" means an employee who, under the general supervision of a despatch clerk or storeman, is engaged in packing articles into bags, bales, boxes, crates or other containers for transport or delivery;
- (xliii) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done;
- (xliv) "rope layer or rope maker" means an employee who is in charge of a rope and line walk;

kassier, magasynman, versendingsklerk en 'n telefoon-skakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk.

- (xxiv) „klerk, man, gekwalifiseer,” 'n manlike klerk met minstens vyf jaar ondervinding;
- (xxv) „klerk, man, ongekwalifiseer,” 'n manlike klerk met minder as vyf jaar ondervinding;
- (xxvi) „klerk, vrou, gekwalifiseer,” 'n vroulike klerk met minstens vier jaar ondervinding;
- (xxvii) „klerk, vrou, ongekwalifiseer,” 'n vroulike klerk met minder as vier jaar ondervinding;
- (xxviii) „kleurder” 'n werknemer wat kleurstowwe meng en wat besluit watter kleurstowwe of samestelling van kleurstowwe of ander chemikalieë gebruik moet word om die verlangde skakering of kleur te verkry;
- (xxix) „kleurder, gekwalifiseer,” 'n kleurder met minstens drie jaar ondervinding;
- (xxx) „kleurder, ongekwalifiseer,” 'n kleurder met minder as drie jaar ondervinding;
- (xxxi) „korttyd” 'n tydelike vermindering van die getal gewone werkure weens 'n slappe in die bedryf, 'n tekort aan grondstowwe, 'n algemene onklaarraking van installasie of masjinerie of onklaarraking of dreigende onklaarraking van geboue;
- (xxxii) „loon” die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande—
- (i) dat, as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;
 - (ii) dat die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;
- (xxxiii) „los werknemer” 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is;
- (xxxiv) „magasynman” 'n werknemer wat beneer het oor die voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis te ontvang op te berg, te verpak of uit te pak of om goedere uit 'n magasyn of pakhuis aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending te lewer;
- (xxxv) „masjienfaktotum” 'n werknemer wat kleinere herstel werk of verstellings doen aan masjinerie of uitrustings wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie;
- (xxxvi) „motorvoertuig” 'n kragaaangedrewe voertuig wat gebruik word vir die vervoer van goedere, en omvat dit ook 'n voorhaker en 'n trekker maar nie 'n mobiele hystoeste nie;
- (xxxvii) „nagskof” iedere werktydperk waarvan die grootste deel tussen 8-uur nm. en 6-uur vm. val;
- (xxxviii) „noodwerk”—
- (1) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, geweld daad, diefstal, of 'n onklaarraking van installasie of masjinerie sonder versuim gedoen moet word;
 - (2) enige werk in verband met die laai of aflaai van—
 - (i) skepe;
 - (ii) spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens; of
 - (3) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie;
- (xxxix) „onbelaste gewig” die gewig van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensie ten opsigte van motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n twee- of driewielige motorfiets, bromponie of bromfiets of trapfiets met hulp motor, die onbelaste gewig geag word hoogstens 1,000 lb te wees;
- (xl) „ondervinding” in verband met—
- (a) 'n klerk, die totale tydperk of tydperke diens wat 'n werknemer as 'n klerk gehad het in enige bedryf van watter aard ook, of in diens van die Staat;
 - (b) enige ander klas werknemer, die totale tydperk of tydperke diens wat 'n werknemer gehad het as 'n werknemer van sy klas in die Tou- en Matwerk nywerheid;
- (xli) „ondervoorman” 'n werknemer wat, onder die algemene toesig van 'n voorman of assistent-voorman, aan die hooft van 'n groep arbeiders staan;
- (xlii) „ontwerper” 'n werknemer wat patrone vir matte of matwerk ontwerp;

- (xlv) "rope layer or rope maker, qualified," means a rope layer or rope maker who has had not less than two years' experience;
- (xlvi) "rope layer or rope maker, unqualified," means a rope layer or rope maker who has had less than two years' experience;
- (xlvii) "senior managerial or administrative employee" means an employee who is charged by the employer with the performance of work entailing responsibility for taking decisions of an administrative character in the conduct of the activities of an establishment;
- (xlviii) "short time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a general breakdown of plant or machinery or breakdown or threatened breakdown of buildings;
- (xlix) "storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;
- (i) "supervisor" means an employee, other than a chargehand, who, under the general supervision of a foreman or assistant foreman, is in charge of a group or section of employees;
- (ii) "technical or professional employee" means an employee who is charged by the employer with the performance of work of a technical or professional character;
- (lii) "trailer" means any conveyance drawn by a motor vehicle;
- (liii) "unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three wheeled motor cycle, motor scooter or autocycle or a cycle fitted with an auxiliary engine the unladen weight shall be deemed not to exceed 1,000 lb.;
- (liv) "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—
- (i) 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;
- (ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received if he had not been employed on such a basis;
- (iv) "watchman" means an employee who is engaged in guarding premises or property.

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

3. REMUNERATION

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

(a) Employees Other than Casual Employees.

	In the Magisterial District of Lower Tugela	In the other areas
	Per week R	Per week R
Artisan	30.25	39.00
Assistant foreman	23.25	31.00
Boiler attendant	6.55	8.75
Chargehand	9.20	11.50
Clerk, female, qualified	12.69	17.31
Clerk, female, unqualified— during the first year of experience	7.62	10.38
during the second year of experience	8.89	12.12
during the third year of experience	10.15	13.85
during the fourth year of experience	11.43	15.58
Clerk, male, qualified	20.31	25.39
Clerk, male, unqualified— during the first year of experience	8.08	11.54
during the second year of experience	10.50	14.31
during the third year of experience	12.92	17.08
during the fourth year of experience	15.35	19.85
during the fifth year of experience	17.77	22.62

- (xliii) "senior bestuurs- of administratiewe werknemer" 'n werknemer wat in opdrag van die werkgever werk verrig wat verantwoordelikheid meebring vir die neem van besluite van 'n administratiewe aard in die uitvoer van die werksaamhede van 'n fabriek;
- (xlv) "sleepwa" 'n vervoermiddel wat deur 'n motorvoertuig getrek word;
- (xlv) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is;
- (xlv) "tegniese of professionele werknemer" 'n werknemer wat deur die werkgever belas is met die verrigting van werk van 'n tegniese of professionele aard;
- (xlvii) "toesighouer" 'n werknemer, uitgesonderd 'n ondervoorman, wat onder die algemene toesig van 'n voorman of assistent-voorman toesig het oor 'n groep of afdeling werknemers;
- (xlviii) "Tou- en Matwerknemer" die nywerheid waarin werkgevers 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 vir die vervaardiging van tou, lyn, koord, mat, of matwerk wat hoofsaaklik bestaan uit manilla, sisal, hennep, klapperhaar, jute, katoen, nylon of enige samestelling van sodanige stowwe of uit stowwe wat in plaas van enige van die voornoemde stowwe gebruik kan word sonder om die aard van die eindproduk wesenslik te verander en omvat dit alle werksaamhede wat met eenige van voornoemde bedrywighede in verband staan of daaruit voortspruit, maar sluit dit nie die vervaardiging van draad of draadmatte, of tou, lyn of koord bedoel vir gebruik as vislyn of vir die vervaardiging of heelmak van visnette, of wat in die vervaardiging van bande gebruik word, in nie;
- (xlix) "toulêr of toumaker" 'n werknemer wat toesig het oor 'n tou- en lynspan;
- (i) "toulêr of toumaker, gekwalifiseer," 'n toulêr of toumaker met minstens twee jaar ondervinding;
- (ii) "toulêr of toumaker, ongekwalifiseer," 'n toulêr of toumaker met minder as twee jaar ondervinding;
- (lii) "verpakker" 'n werknemer wat, onder die algemene toesig van 'n versendingsklerk of magasynman, artikels in sakke, bale, dose, krate of ander houers verpak vir vervoer of aflewering;
- (liii) "versendingsklerk" 'n werknemer wat belas is met die versending of verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, weeg, verpakking, merk, adresseer of versending van goedere of pakkette;
- (liv) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig;
- (lv) "wag" 'n werknemer wat 'n perseel of eiendom bewaak.

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

3. BESOLDIGING

(1) Die minimum loon wat 'n werknemer aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal, is dié hieronder uiteengesit—

(a) Werknemers uitgesonderd los werknemers

	In landdros- distrik Laar Tugela	In die ander gebiede
	Per week R	Per week R
Ambagsman	30.25	39.00
Assistent-voorman	23.25	31.00
Ketelbediener	6.55	8.75
Ondervoorman	9.20	11.50
Klerk, vrou, gekwalifiseer	12.69	17.31
Klerk, vrou, ongekwalifiseer— gedurende die eerste jaar ondervinding	7.62	10.38
gedurende die tweede jaar ondervinding	8.89	12.12
gedurende die derde jaar ondervinding	10.15	13.85
gedurende die vierde jaar ondervinding	11.43	15.58
Klerk, man, gekwalifiseer	20.31	25.39
Klerk, man, ongekwalifiseer— gedurende die eerste jaar ondervinding	8.08	11.54
gedurende die tweede jaar ondervinding	10.50	14.31
gedurende die derde jaar ondervinding	12.92	17.08
gedurende die vierde jaar ondervinding	15.35	19.85
gedurende die vyfde jaar ondervinding	17.77	22.62

	In the Magisterial District of Lower Tugela	In the other areas		In landdros- distrik Laar Tugela	In die ander gebiede
	Per week R	Per week R		Per week R	Per week R
Driver of a motor vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—			Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—		
(i) does not exceed 1,000 lb.	9.25	11.50	(i) hoogstens 1,000 lb. is	9.25	11.50
(ii) exceeds 1,000 lb. but not 6,000 lb.	13.57	16.10	(ii) meer as 1,000 lb. maar hoogstens 6,000 lb. is	13.57	16.10
(iii) exceeds 6,000 lb. but not 10,000 lb.	15.64	19.32	(iii) meer as 6,000 lb. maar hoogstens 10,000 lb. is	15.64	19.32
(iv) exceeds 10,000 lb.	19.32	23.00	(iv) meer as 10,000 lb. is	19.32	23.00
Dyer, qualified	21.00	26.20	Kleurder, gekwalifiseer	21.00	26.20
Dyer, unqualified—			Kleurder, ongekwalifiseer—		
during the first year of experience	11.35	14.20	gedurende die eerste jaar ondervinding	11.35	14.20
during the second year of experience	14.55	18.20	gedurende die tweede jaar ondervinding	14.55	18.20
during the third year of experience	17.75	22.20	gedurende die derde jaar ondervinding	17.75	22.20
Factory clerk, qualified	10.12	11.50	Fabrieksklerk, gekwalifiseer	10.12	11.50
Factory clerk, unqualified—			Fabrieksklerk, ongekwalifiseer—		
during the first six months of experience	8.74	9.66	gedurende die eerste ses maande ondervinding	8.74	9.66
during the second six months of experience	9.20	10.58	gedurende die tweede ses maande ondervinding	9.20	10.58
Foreman	30.75	41.00	Voorman	30.75	41.00
Grade I employee, qualified	8.60	10.75	Graad I-werknemer, gekwalifiseer	8.60	10.75
Grade I employee, unqualified—			Graad I-werknemer, ongekwalifiseer—		
during the first six months of experience	7.80	9.75	gedurende die eerste ses maande ondervinding	7.80	9.75
during the second six months of experience	8.20	10.25	gedurende die tweede ses maande ondervinding	8.20	10.25
Grade II employee, qualified	7.60	9.50	Graad II-werknemer, gekwalifiseer	7.60	9.50
Grade II employee, unqualified—			Graad II-werknemer, ongekwalifiseer—		
during the first three months of experience	7.00	8.75	gedurende die eerste drie maande ondervinding	7.00	8.75
during the second three months of experience	7.20	9.00	gedurende die tweede drie maande ondervinding	7.20	9.00
Grade III employee, qualified	7.00	8.75	Graad III-werknemer, gekwalifiseer	7.00	8.75
Grade III employee, unqualified	6.60	8.25	Graad III-werknemer, ongekwalifiseer	6.60	8.25
Grade IV employee	6.60	8.25	Graad IV werknemer	6.60	8.25
Handyman	14.40	18.00	Faktotum	14.40	18.00
Labourer, female	5.00	6.20	Arbeider, vrou	5.00	6.20
Labourer, male, of the age of 18 years or over	6.25	7.75	Arbeider, man, 18 jaar oud of ouer	6.25	7.75
Labourer, male, under the age of 18 years	4.70	5.80	Arbeider, man, jonger as 18 jaar	4.70	5.80
Loom warp drawer	13.60	17.00	Weefwindtrekker	13.60	17.00
Machine handyman	18.40	23.00	Masjienfaktotum	18.40	23.00
Packer	7.00	8.75	Verpakker	7.00	8.75
Rope layer or rope maker, qualified	13.60	17.00	Toulêr of toumaker, gekwalifiseer	13.60	17.00
Rope layer or rope maker, unqualified—			Toulêr of toumaker, ongekwalifiseer—		
during the first six months of experience	8.80	11.00	gedurende die eerste ses maande ondervinding	8.80	11.00
during the second six months of experience	10.00	12.50	gedurende die tweede ses maande ondervinding	10.00	12.50
during the third six months of experience	11.20	14.00	gedurende die derde ses maande ondervinding	11.20	14.00
during the fourth six months of experience	12.40	15.50	gedurende die vierde ses maande ondervinding	12.40	15.50
Supervisor	16.00	20.00	Toesighouer	16.00	20.00
Watchman	7.00	8.75	Wag	7.00	8.75
Employee not elsewhere in this subclause specifically mentioned	7.00	8.75	Werknemers nie elders in hierdie subklousule spesifiek gemeld nie	7.00	8.75

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

(2) *Basis of Contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1) read with subclause (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—

(b) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte 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 dié wat van die los werknemer vereis word: Met dien verstande dat, waar die werkgever van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" die weekloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word, en voorts met dien verstande dat, waar die werkgever van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens vyftig persent verminder mag word.

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

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

(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,
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 that—

- (i) 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) 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 his employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

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

- (i) five, in the case of an employee who works a five-day week;
- (ii) six, in the case of every 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 ordinary hours of work which he ordinarily works in a week.

4. PAYMENT OF REMUNERATION

(1) *Employees Other than Casual Employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee 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 his number on the pay-roll and his 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 number of hours worked by the employee on a Sunday or a public holiday;
- (f) the employee's wage;
- (g) the details of any other remuneration arising out of the employee's employment;
- (h) the details of any deductions made;
- (i) the actual amount paid to the employee; and
- (j) the period in respect of which payment is made;

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

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

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

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

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

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

- (a) with the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;
- (b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- (d) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder—

(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 ten opsigte van daardie dag aan sodanige werknemer betaal—

- (i) in die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër tarief; en
- (ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op dié kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het;

Met dien verstande dat—

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

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

- (i) vyf, in die geval van 'n werknemer wat vyf dae in 'n week werk;
- (ii) ses, in die geval van alle ander werknemers.

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

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

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepaling van klousule 6 (4), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks 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 of wat vergesel gaan van 'n staat waarop gemeld word—

- (a) die werkgewer se naam;
 - (b) die werknemer se naam of sy nommer op die betaalstaat en sy beroep;
 - (c) die getal gewone werkure wat die werknemer gewerk het;
 - (d) die getal ure wat die werknemer oortyd gewerk het;
 - (e) die getal ure wat die werknemer op 'n Sondag of 'n openbare vakansiedag gewerk het;
 - (f) die werknemer se loon;
 - (g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
 - (h) besonderhede van enige bedrag wat afgetrek is;
 - (i) die werklike bedrag wat aan die werknemer betaal word; en
 - (j) die tydperk waarvoor die betaling geskied;
- en sodanige koevert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer.

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

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

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

(5) *Kos en huisvesting.*—Behoudens die bepaling van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om van hom of van enigiemand anders of op 'n plek deur hom aangewys, kos of huisvesting of kos en huisvesting aan te neem nie.

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

- (a) met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystand-, versekerings-, spaar-, voorsorgs- of pensioenfonds of ledegelde vir vakverenigings;
- (b) behoudens andersluidende bepaling in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
- (c) iedere bedrag wat 'n werkgewer regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;
- (d) wanneer 'n werknemer daarmee instem of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en huisvesting of kos of huisvesting van sy werkgewer aan te neem, 'n bedrag van hoogstens—

Per week Per month

- | | R | R |
|--------------------------------|------|-------|
| (i) Board | 0.80 | 3.47 |
| (ii) Lodging | 0.40 | 1.73 |
| (iii) Board and Lodging | 1.20 | 5.20; |
- (e) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction not exceeding the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided that—
- such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
 - no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
 - no deduction shall be made in the case of short-time owing to a 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) 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 Bantu 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—

- in the case of an employee who works a six-day week—
 - forty-six in any week from Monday to Saturday, inclusive; and
 - subject to sub-paragraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight-and-one-half;
- in the case of an employee who works a five-day week—
 - forty-six in any week from Monday to Friday, inclusive; and
 - subject to sub-paragraph (i) hereof, nine-and-one-quarter on any day.

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

(3) *Meal Intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

- an employer may agree with his employee to reduce the period of such interval to not less than half-an-hour, and in that event, and after the employer has informed the Divisional Inspector, Department of Labour, for his area, in writing of such agreement, the interval may be so reduced;
- periods of work interrupted by intervals of less than one hour, except when proviso (i) or (v) applies, shall be deemed to be continuous;
- if such interval be longer than one hour, any period in excess of one-and-one-quarter hours shall be deemed to be time worked;
- only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;
- when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such meal interval may, at the request of the employee, be reduced to fifteen minutes;
- a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this sub-clause not to have worked during such interval.

(4) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes as nearly as practicable in the middle of each first and second work period of the day, 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, other than on a Sunday, in excess of the number of ordinary hours of work prescribed in sub-clauses (1) and (2) shall be overtime.

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

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

Per week Per month

- | | R | R |
|---------------------------------|------|-------|
| (i) Kos | 0.80 | 3.47 |
| (ii) Huisvesting | 0.40 | 1.73 |
| (iii) Kos en huisvesting | 1.20 | 5.20; |
- (e) wanneer die gewone werkure in klousule 5 voorgeskryf weens korttyd verminder word, 'n bedrag van hoogstens 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 gelyk aan een derde van die werknemer se weekloon is;
 - geen aftrekking ten opsigte van korttyd wat deur 'n slapte in die bedryf of 'n tekort aan grondstowwe ont staan, geskied nie tensy die werkgewer sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
 - ten opsigte van korttyd weens die feit dat die masjinerie of installasie uit orde is of dat die geboue onbruikbaar is of dreig om dit te word, geen aftrekking vir die eerste uur waarin daar nie gewerk word nie, geskied nie tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie
- (f) met die skriftelike toestemming van 'n werknemer, ieders bedrag wat 'n werkgewer aan 'n munisipale raad of ander plaaslike owerheid betaal het aan die huur van 'n huis of aan huisvesting in 'n tehuis wat die werknemer in 'n lokasie of Bantodorp onder die beheer van so 'n raad of ander plaaslike owerheid bewoon.

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

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

- in die geval van 'n werknemer wat ses dae per week werk—
 - ses-en-veertig in 'n week van Maandag tot en met Saterdag; en
 - behoudens die bepaling van subparagraaf (i) hiervan agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigen van die ander dae to agt en 'n half verleng kan word;
- in die geval van 'n werknemer wat vyf dae per week werk—
 - ses-en-veertig in 'n week van Maandag tot en met Vrydag; en
 - behoudens die bepaling van subparagraaf (i) hiervan nege en 'n kwart op 'n dag.

(2) 'n Werkgewer mag nie van 'n los werknemer vereis of hom toelaat om meer gewone werkure as agt en 'n half op 'n dag te werk nie.

(3) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, of sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—

- 'n werkgewer met sy werknemer ooreen mag kom om die duur van sodanige pouse tot uitsers 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelingsinspekteur Departement van Arbeid, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;
- werktydperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoedsbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;
- as sodanige pouse langer as een uur is, enige tyd wat eer en 'n kwart uur te bowe gaan, geag word werktyd te wees;
- alleenlik een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag nie deel van die gewone werkure mag uitmaak nie;
- wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op 'n dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse op versoek van die werknemer tot vyftien minute verkort mag word;
- 'n bestuurder van 'n motorvoertuig wat gedurende sodanige pouse geen ander werk verrig as om in die beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie.

(4) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke eerste en tweede werktydperk van die dag, aan elkeen van sy werknemers 'n ruspouse van minstens tien minute toestaan waarin daar nie van die werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en so 'n pouse word geag deel van die gewone werkure van so 'n werknemer uit te maak.

(5) *Werkure moet agtereenvolgend wees.*—Behoudens die bepaling van subklousule (3), moet alle werkure van 'n werknemer op iedere dag agtereenvolgend wees.

(6) *Oortydwerk.*—Alle tyd, uitgesonderd dié op 'n Sondag, wat 'n werknemer langer werk as die getal gewone werkure wat in subklousules (1) en (2) voorgeskryf word, is oortydwerk.

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

- in die geval van 'n los werknemer, twee uur op 'n dag;
- in die geval van 'n ander werknemer, tien uur in 'n 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, but so that ten hours are not exceeded in any week;
- (d) overtime on more than three consecutive days in any week;
- (e) overtime on more than sixty days in any year;
- (f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee; or
 - (ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or
 - (iii) paid such employee not less than twenty-five cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

- (a) in the case of a casual employee, one-and-one-third times his ordinary wage in respect of the total period so worked by such employee on any day;
- (b) in the case of any other employee, one-and-one-third times his ordinary wage in respect of the total period so worked by such employee in any week.

(10) *Savings.*—(a) The provisions of this clause shall not apply to a foreman or a senior managerial or administrative employee or a technical or professional employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R200.00 per month in the magisterial districts of Durban and Port Elizabeth and R187.50 per month in the magisterial district of Lower Tugela.

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

(c) The provisions of this clause shall not apply to a watchman whose employer grants him a day off of twenty-four consecutive hours in respect of every week of employment: Provided that—

- (i) he makes no deduction from his watchman's wage in respect thereof;
- (ii) an employer may, in lieu of granting his watchman any day off, pay such watchman the wage which he would have received if he had not worked on such day, plus an amount of not less than double his daily wage in respect of such day not granted.

6. ANNUAL LEAVE

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

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

and shall pay such employee in respect of such leave—

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

Provided that for the purpose of this clause the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section 20 (5) (a) 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 that—

- (i) if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;
- (ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees in writing, with any period of military training under the Defence Act, 1957;
- (iii) 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;

(8) *Vroulike werknemers.*—Ondanks andersluidende bepalinge in hierdie klousule, mag 'n werkgever nie van 'n vroulike werknemer vereis of haar toelaat om—

- (a) tussen 6-uur nm. en 6-uur vm. te werk nie;
- (b) op meer as vyf dae in 'n week na 1-uur nm. te werk nie;
- (c) meer as twee uur oortyd op 'n dag te werk nie, met die uitsondering dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk, maar dan só dat die oortydwerk hoogstens tien uur in 'n week behoort;
- (d) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;
- (e) op meer as sestig dae in 'n jaar oortyd te werk nie;
- (f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd te werk nie tensy hy—
 - (i) sodanige werknemer voor die middag kennis daarvan gegee het; of
 - (ii) sodanige werknemer van 'n toereikende ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of
 - (iii) sodanige werknemer minstens vyf-en-twintig sent betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

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

- (a) in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op 'n dag gewerk;
- (b) in die geval van 'n ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in 'n week gewerk.

(10) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule is nie op 'n voorman of 'n senior bestuurs- of administratiewe of op 'n tegniese of professionele werknemer van toepassing nie indien en solank so 'n werknemer gereeld 'n loon van minstens R200.00 per maand in die landroosdistrikte Durban en Port Elizabeth en R187.50 per maand in die landroosdistrik Laer Tugela ontvang;

(b) Die bepalinge van subklousules (3), (4), (5) en (7) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.

(c) Die bepalinge van hierdie klousule is nie op 'n wag wie se werkgever hom 'n dag van vier-en-twintig agtereenvolgende ure ten opsigte van elke week diens vryaf gee, van toepassing nie: Met dien verstande dat—

- (i) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;
- (ii) 'n werkgever, in plaas daarvan dat hy sodanige dag vryaf aan sy wag gee, sodanige wag dié loon mag betaal wat hy sou ontvang het indien hy nie op sodanige dag gewerk het nie, plus 'n bedrag van minstens dubbel sy dagloon ten opsigte van elke sodanige dag wat nie toegestaan is nie.

6. JAARLIKSE VERLOF

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van iedere voltooide tydperk van twaalf maande diens by hom verlof verleen van—

- (a) in die geval van 'n wag, een-en-twintig agtereenvolgende kalenderdae;
- (b) in die geval van iedere ander werknemer, veertien agtereenvolgende kalenderdae;

en moet hy sodanige werknemer ten opsigte van sodanige verlof betaal—

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

Met dien verstande dat, by die toepassing van hierdie klousule, die weekloon van 'n werknemer wat stukwerk verrig, bereken word op die grondslag uiteengesit in artikel 20 (5) (a) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941.

(2) Die verlof voorgeskryf in subklousule (1), moet verleen word op 'n tyd wat die werkgever bepaal: Met dien verstande dat—

- (i) as sodanige verlof nie eerder verleen is nie, dit behoudens die bepalinge van subklousule (3) so verleen moet word dat dit begin binne vier maande na voltooiing van die twaalf maande diens waarop dit betrekking het; of dat, as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet verleen met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;
- (ii) die tydperk van verlof nie met siekteverlof wat ingevolge klousule 7 verleen is of, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem, met 'n tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, mag saamval nie;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;

- (iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such 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 his employee, an employer may permit the leave to accumulate over a period of not more than twenty-four months of employment: Provided—
- that the 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
 - that the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the 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) 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 employment terminates 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—
- in the case of employee referred to in paragraph (a) of sub-clause (1), one-fourth; and,
 - in the case of 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—
- 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 the employee has paid the employer in lieu of notice; or
 - who leaves his employment without cause recognized by law as sufficient; or
 - who is dismissed by his employer without notice for any cause recognized 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 employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.
- (7) For the purpose of this clause the expression "employment" shall be deemed to include—
- any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice;
 - any period during which an employee is absent—
 - on leave in terms of this clause;
 - on sick leave in terms of clause 7;
 - on the instructions or at the request of his employer, amounting in the aggregate in any year to not more than ten weeks; and
 - any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training,
- and employment shall be deemed to commence—
- 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;
 - 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;
 - in the case of any other employee, on the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.
- (8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of twelve months, close his establishment for fourteen consecutive calendar days plus any additional days that may have to be added by virtue of the third proviso to sub-clause (2).
- (b) An employee who at the date of the closing of an establishment in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in sub-clause (1) (b) shall, in

- (iv) 'n werkgewer al die dae geleentheidsverlof wat op d skriftelike versoek van sy werknemer met volle betalir aan hom verleen is gedurende die tydperk van twaa maande diens waarop die verloftydperk betrekking he van sodanige verloftydperk kan aftrek.
- (3) (a) Op die skriftelike versoek van sy werknemer kan ' werkgewer die verlof oor 'n tydperk van hoogstens vier-en-twint maande diens laat ooploop: Met dien verstande—
- dat sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van twaa maande diens waarop die verlof betrekking het, en
 - dat die werkgewer die datum van ontvangs van sodanig versoek daarop aanbring en dit onderteken en die versoe vir minstens drie jaar bewaar vanaf sodanige datum c vanaf die datum van verstryking van die eerste tydper van twaalf maande diens waarop die verlof betrekkin het, en wel vanaf die jongste van dié twee datums.
- (b) Die bepaling van subklousule (2) is *mutatis mutandis* va toepassing op die verlof in hierdie subklousule bedoel.
- (4) Die besoldiging ten opsigte van die verlof voorgeskryf i subklousule (1), gelees met subklousule (3), moet uiterlik op d laaste werkdag voor die aanvangsdatum van die verlof beta word.
- (5) Aan 'n werknemer wie se diens gedurende enige dienstermy van twaalf maande eindig voordat die verloftydperk voorgeskry in subklousule (1), ten opsigte van so 'n termyn opgeleed he moet daar by sodanige diensbeëindiging, benewens ander b soldiging wat aan hom verskuldig mag wees, vir elke voltooid maand van sodanige dienstermyn 'n bedrag betaal word va minstens—
- in die geval van 'n werknemer in paragraaf (a) van sul klousule (1) bedoel, een vierde van die weekloon; en
 - in die geval van 'n werknemer in paragraaf (b) van sul klousule (1) bedoel, een sesde van die weekloon
- wat hy onmiddellik voor die datum van sodanige diensbeëindigir ontvang het: Met dien verstande dat 'n werkgewer ten opsig van 'n verloftydperk wat hy ingevolge die vierde voorbehoed bepaling van subklousule (2) aan 'n werknemer verleen het, eweredige bedrag kan aftrek; en voorts met dien verstande d 'n werknemer—
- wat sy diens verlaat sonder om dié kennis te gee en d kennisgewingstermyn uit te dien wat by klousule 12 voo geskryf word, tensy die werkgewer van sodanige kenni gewing afgesien het of tensy die werknemer sy werkgewe betaal het in plaas daarvan om aldus kennis te gee; of
 - wat sy diens sonder 'n regsgeldige rede verlaat; of
 - wat sonder kennisgewing deur sy werkgewer ontslaan wor om 'n rede wat vir sodanige ontslag sonder kennisgewir regsgeldig is,
- op geen betaling uit hoofde van hierdie subklousule geregtig nie.
- (6) 'n Werknemer wat geregtig geword het op 'n tydperk va verlof voorgeskryf in subklousule (1), gelees met subklousule (3) en wie se diens eindig voordat sodanige verlof verleen is, mo by sodanige diensbeëindiging die bedrag betaal word wat hy te opsigte van die verlof sou ontvang het as die verlof op die datu van diensbeëindiging aan hom verleen was.
- (7) By die toepassing van hierdie klousule word die uitdru king „diens” geag ook te omvat—
- enige tydperk ten opsigte waarvan 'n werkgewer 'n werl nemer ingevolge klousule 12 betaal in plaas van kennis gee;
 - enige tydperk wat 'n werknemer afwesig is—
 - met verlof ingevolge hierdie klousule;
 - met siekteverlof ingevolge klousule 7;
 - op las of versoek van sy werkgewer;
 en wel tot 'n totaal, in enige jaar, van hoogstens tien wek en
 - enige tydperk wat 'n werknemer afwesig is vir militê opleiding ingevolge die Verdedigingswet, 1957: Met di verstande dat 'n werknemer nie geregtig is om meer s vier maande van een sodanige opleidingstydperk as diel te eis nie,
- en word diens geag te begin—
- in die geval van 'n werknemer wat, voor die inwerkin treding van hierdie Vasstelling, kragtens enige wet op tydperk van jaarlikse verlof geregtig geword het, op d datum waarop sodanige werknemer laas kragtens sodanig wet op verlof geregtig geword het;
 - in die geval van 'n werknemer wat voor die datum va inwerkingtreding van hierdie Vasstelling in diens was e op wie enige wet wat vir jaarlikse verlof voorsiening maa van toepassing was maar wat nog nie daarkragtens op tydperk van verlof geregtig geword het nie, op die aa vangsdatum van sodanige diens;
 - in die geval van 'n ander werknemer, op die datum waarc sodanige werknemer by sy werkgewer in diens getree h of op die datum van inwerkingtreding van hierdie Va stelling, en wel op die jongste van die twee datums.
- (8) (a) Ondanks andersluidende bepalinge in hierdie klousul kan 'n werkgewer vir die doel van jaarlikse verlof te eniger ty maar hoogstens een maal in 'n tydperk van twaalf maande, i bedryfsinrigting sluit vir veertien agtereenvolgende kalenderd; plus alle addisionele dae wat moontlik uit hoofde van die der voorbehoedsbepaling van subklousule (2) daarby gevoeg mo word.
- (b) 'n Werknemer wat op die sluitingsdatum van 'n bedryf inrigting ingevolge paragraaf (a) nie op die volle tydperk van d jaarlikse verlof voorgeskryf in subklousule (1) (b), geregtig is ni

aspect 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;

and shall pay such employee in respect of any period of absence in terms of this sub-clause not less than the wage he would have received had he worked during such period: Provided that—

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

(ii) this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organization nominated by the employee, which fund or organization 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 may be reduced but to not less than the rate of accrual set out in the first proviso to this sub-clause;

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

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

(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—

(a) for a period covering more than three consecutive calendar days; or

(b) on the work day immediately preceding or the work day immediately succeeding a Sunday or New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day,

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight consecutive weeks received payment in terms of this clause on two or more occasions without producing such a certificate his employer may during the period of eight consecutive weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

(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 in respect of only 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—

(i) any period during which an employee is absent—

(aa) on leave in terms of clause 6;

(bb) on the instructions or at the request of his employer;

(cc) on sick leave in terms of sub-clause (1); amounting in the aggregate, in any year, to not more than ten weeks, and

(ii) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training, and any period of employment which an employee has had with the same employer immediately before the date of the coming into force of this Determination shall for

moet ten opsigte van verlof wat aan hom verskuldig is, deur sy werkgever betaal word op die grondslag in subklousule (5) voorgeskryf, en vir die doel van die jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting aldus sluit.

7. SIEKTEVERLOF

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

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

(b) in die geval van ieder ander werknemer, altesaam minstens vier-en-twintig werkdade

gedurende elke tydkring van vier-en-twintig agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) gedurende die eerste vier-en-twintig agtereenvolgende maande diens, 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooië tydperk van vyf weke diens en, in die geval van 'n ander werknemer, een werkdag ten opsigte van elke voltooië maand diens;

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, betaal aan 'n fonds of organisasie wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdade, na gelang van die geval, in elke tydkring van vier-en-twintig maande diens aan hom betaal sal word, met die uitsondering dat, gedurende die eerste vier-en-twintig maande wat die werknemer bydraes betaal, die gewaarborgde koers verlaag kan word maar nie tot minder nie as die aanwaskoers vermeld in die eerste voorbehoudsbepaling van hierdie subklousule;

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

(iv) indien daar by 'n ander wet van 'n werkgever vereis word om 'n werknemer sy volle loon te betaal ten opsigte van 'n tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalings van hierdie klousule nie van toepassing is nie.

(2) 'n Werkgever mag, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk—

(a) vir 'n tydperk van langer as drie agtereenvolgende kalenderdae; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwerjaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte van Kersdag,

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt agtereenvolgende weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt agtereenvolgende weke onmiddellik na die laaste sodanige geleentheid van hom mag vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

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

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking „diens” geag ook te omvat—

(i) enige tydperk wat 'n werknemer afwesig is—

(aa) met verlof ingevolge klousule 6;

(bb) op las of versoek van sy werkgever;

(cc) met siekteverlof ingevolge subklousule (1); en wat in enige jaar altesaam hoogstens tien weke beloop, en

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings-tydperk as diens te eis nie,

en word enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum van inwerkingtreding van hierdie Vasstelling geag diens ingevolge hierdie Vasstelling te

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 amount in regard to disablement is payable in terms of that Act.

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) Subject to the provisions of clauses 4 (6) and 6 (2), if an employee does not work on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, his employer shall pay him for the week in which such day falls not less than his weekly wage.

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

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

(a) pay the employee—

- (i) if he so works for a period not exceeding four hours, not less than his daily wage;
- (ii) if he so works for a period exceeding four hours, at a rate not less than double his ordinary wage 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 at a rate not less than one-and-one-third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.

(4) Whenever a shift worker works a shift which falls partly on any public holiday mentioned in sub-clause (i) or on a Sunday and partly on any other calendar day, the whole shift shall be deemed to have been worked on the calendar day on which the major portion of such shift falls.

(5) This clause shall not apply—

(a) to a foreman or a senior managerial or administrative employee or to a technical or professional employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R200.00 per month in the magisterial districts of Durban and Port Elizabeth and R187.50 per month in the magisterial district of Lower Tugela;

(b) to a casual employee or a watchman.

9. PIECE-WORK

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

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

10. RATIO

(1) An employer shall not employ an unqualified grade I employee, grade II employee, grade III employee or rope layer or rope maker unless he has in his employ a qualified grade I employee, grade II employee, grade III employee or rope layer or

wees, en word alle siekteverlof wat met volle betaling a so 'n werknemer gedurende sodanige tydperk verleen geag ingevolge hierdie Vasstelling verleen te wees;

(b) beteken „ongeskiktheid" onvermoë om te werk weens siek of 'n besering, uitgesonderd dié veroorsaak deur 'n werknemer se eie wangedrag: Met dien verstande dat werkonvermoë wat veroorsaak is deur 'n ongeluk waarvoor vergoeding betaalbaar is ingevolge die Ongevallewet, 1941, geag word ongeskiktheid te wees slegs ten opsigte van 'n tydperk van werkonvermoë waarvoor geen bedrag in verband met ongeskiktheid kragtens daardie Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE EN SONDAG

(1) Behoudens die bepalings van klousules 4 (6) en 6 (2), moet 'n werkgewer aan 'n werknemer wat nie op Nuwejaarsdag, Goede Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

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

(3) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer of—

(a) die werknemer—

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

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen minstens dubbel sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag gewerk of minstens dubbel sy dagloon betaal, en wel die laaste bedrag wat die grootste is; of

(b) hom teen minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne sewe dae vanaf sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat, waar daar van sodanige werknemer vereis of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, geag moet word vier uur te gewerk het.

(4) Wanneer 'n werknemer 'n skof werk wat gedeeltelik op openbare vakansiedag in subklousule (1) genoem, of op 'n Sondag val en gedeeltelik op 'n ander kalenderdag, word geag dat die hele skof gewerk is op dié kalenderdag waarop die grootste deel van die skof geval het.

(5) Hierdie klousule is nie van toepassing nie—

(a) op 'n voorman of senior bestuurs- of administratiewe op 'n tegniese of professionele werknemer indien en teregt so 'n werknemer gereeld 'n loon van minstens R200.00 per maand in die landdroststrikte Durban en Port Elizabeth en R187.50 per maand in die landdroststrik Laer Tugela ontvang.

(b) op 'n los werknemer of 'n wag.

9. STUKWERK

(1) 'n Werkgewer mag, nadat hy minstens een week voor kennis aan sy werknemer gegee het, 'n stukwerkstelsel invoer en sodanige werkgewer moet, behoudens die bepalings van klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, teen die besoldiging betaal wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgewer ongeag die hoeveelheid werk wat verrig is, die werknemer moet betaal—

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

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

(2) 'n Werkgewer moet 'n lys van die besoldiging bedoel in subklousule (1), op 'n opvallende plek in sy bedryfsinrigting op plak hou.

(3) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die besoldiging wat daarvolgens van toepassing is, te skaf of te wysig, moet aan sy werknemers wat volgens sodanige stelsel werk, minstens een kalendermaand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, in so 'n geval mag die werkgewer nie vir 'n korter termyn as daardie waaroor daar ooreengekom is, kennis gee nie.

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

10. GETALSVERRHOUDING

(1) 'n Werkgewer mag nie 'n ongekwalfiseerde graad I-werknemer, graad II-werknemer, graad III-werknemer of touleër-toumaker in diens neem nie tensy hy onderskeidelik 'n gekwalifiseerde graad I-werknemer, graad II-werknemer, graad III-werknemer

pe maker, respectively, and for each such qualified grade I employee, grade II employee, grade III employee or rope layer rope maker in his employ, he shall not employ more than one unqualified grade I employee, grade II employee, grade III employee or rope layer or rope maker as the case may be.

(2) For the purpose of this clause—

- (a) an employer or a manager who is wholly or mainly engaged in the work of a particular class of employee may be deemed to be a qualified employee in such class;
- (b) an unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his class may be deemed to be a qualified employee in that class.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer.

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 one work day's,
- (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 the employer, as the case may be, in lieu of such notice not less than—

- (i) in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;
- (ii) in the case of one 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 his employee to terminate the contract without notice for any cause recognized by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

(iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts: Provided further that where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression "is receiving at the time of such termination" shall, when an employer pays an employee in lieu of notice, be deemed to mean "would have received at the time of such termination if no deduction 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 in lieu of notice shall be commensurate with the period of notice agreed upon.

(3) The notice prescribed in sub-clause (1) may be given on any work day: Provided that—

- (i) 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 which an employee is undergoing in pursuance of the Defence Act, 1957;
- (ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.

(4) Notwithstanding anything to the contrary in this Determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Determination, an amount of not more than that which such employee would have had to pay him in lieu of notice.

13. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the ground of desertion or where the employee is a casual employee, the employer shall upon termination of any contract of employment furnish the 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 of the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination.

nemer of toulêer of toumaker in sy diens het, en vir elke sodanige gekwalifiseerde graad I-werknemer, graad II-werknemer, graad III-werknemer of toulêer of toumaker wat in sy diens is, mag hy nie meer as onderskeidelik een ongekwalifiseerde graad I-werknemer, graad II-werknemer, graad III-werknemer of toulêer of toumaker, na gelang van die geval, in sy diens hê nie.

(2) By die toepassing van hierdie klousule—

- (a) mag 'n werkgewer of 'n bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n bepaalde klas werknemer verrig, geag word 'n gekwalifiseerde werknemer in sodanige klas te wees;
- (b) mag 'n ongekwalifiseerde werknemer wat minstens die loon ontvang wat vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf word, geag word 'n gekwalifiseerde werknemer in daardie klas te wees.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare toestand hou, en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer.

12. BEÏNDIGING VAN DIENSKONTRAK

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

- (a) gedurende die eerste vier weke diens, minstens een werkdag,
 - (b) na die eerste vier weke diens, minstens een week,
- vooraf kennis van die beëindiging van die kontrak gee of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, te betaal—

- (i) in die geval van een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval van een week kennisgewing, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang:

Met dien verstande dat—

- (i) die reg van 'n werkgewer of sy werknemer om die kontrak op 'n regsgeldig grond sonder kennisgewing te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;
- (iii) die werking van 'n verbeuring of boete wat regens van toepassing mag wees op 'n werknemer wat dros; nie hierdeur geraak word nie: Met dien verstande voorts dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd en die werkgewer hom betaal in plaas van kennis te gee, die uitdrukking „ten tyde van sodanige beëindiging ontvang” geag word te beteken „ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie”.

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreenkomstig is.

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

- (i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;
- (ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 kennis gegee mag word nie.

(4) Ondanks andersluidende bepalinge in hierdie Vasstelling mag 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee.

13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgewer by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik die vorm het soos in die Bylae van hierdie Vasstelling voorgeskryf en wat die volle name van die werkgewer en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld.

CONTENTS.**Department of Labour.****GOVERNMENT NOTICES.**

No.		PAGE
R.1747	Wage Determination No. 292: Cordage and Matting Industry, Certain Areas ..	1
R.1748	War Measures Act, 1940	15
R.1749	Factories, Machinery and Building Work Act, 1941, as Amended	15

INHOUD.**Departement van Arbeid.****GOEWERMENTSKENNISGEWINGS.**

No.		BLADSY
R.1747	Loonvasstelling No. 292: Ton- en Matwerk-nywerheid, Sekere Gebiede	1
R.1748	Wet op Oorlogsmaatreëls, 1940	15
R.1749	Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos Gewysig	15