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[No. 395.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 2030.]

[7 December 1962.]

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 236.

LIQUID FUEL AND OIL TRADE, REPUBLIC OF SOUTH AFRICA.

By direction of the Deputy-Minister of Labour it is hereby notified, in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that he, acting on behalf of and under the powers vested in the Minister of Labour by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto in respect of the Liquid Fuel and Oil Trade and has fixed the 31st day of December, 1962, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply to all employees in the Liquid Fuel and Oil Trade in the Republic of South Africa and to the employers of such employees: Provided that it shall not apply to—

- (a) managers;
- (b) travellers who are engaged in inviting, canvassing or soliciting orders exclusively in Native areas as defined in sub-section (1) of section *one* of the Industrial Conciliation Act, 1956.

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—

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

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 2030.]

[7 Desember 1962.]

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 236.

VLOEIBARE BRANDSTOF- EN OLIEBEDRYF, REPUBLIEK VAN SUID-AFRIKA.

In opdrag van die Adjunk-minister van Arbeid word hierby, ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat hy, handelende namens en kragtens die bevoegdheid verleen aan die Minister van Arbeid by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van die Vloeibare Brandstof- en Oliebedryf gemaak het en die 31ste dag van Desember 1962 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN BESTEK VAN DIE VASSTELLING.

Hierdie Vasstelling is van toepassing op alle werknemers in die Vloeibare Brandstof- en Oliebedryf in die Republiek van Suid-Afrika en die werkgewers van sodanige werknemers: Met dien verstande dat dit nie van toepassing is nie op—

- (a) bestuurders;
- (b) handelsreisigers wat uitsluitlik in Naturellegebiede soos omskryf in subartikel (1) van artikel *een* van die Wet op Nywerheidsversoening, 1956, bestellings werf, vra of soek.

2. WOORDOMSKRYWING.

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

“vliegtuigvulbediende” ’n werknemer wat in beheer staan van die vul van vliegtuie met brandstof;
“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 wat geag word daarkragtens aangewys te gewees het, of wat in besit is van ’n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel *ses* van die Wet op Opleiding van Ambagsmanne, 1951, of ’n sertifikaat deur gemelde Registrateur aan hom uitgereik ingevolge of artikel *twee* (7) of artikel *sewe* (3) van gemelde Wet;

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

"chargehand" means an employee who, under general supervision, is in charge of a group of general workers, grade II;

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

"clerk" means an employee who is engaged in writing, typing or in any other form of clerical work and includes a cashier, a storeman, a despatch clerk, a telephone switchboard operator and an operator of an adding, calculating or punch card machine but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work;

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

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

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

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

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

"cook" means an employee who prepares menus and who is responsible for and engaged in cooking or preparing meals in accordance with such menus;

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

"dipper" means an employee who checks the quantity of product in bulk tanks and keeps the necessary records in connection therewith;

"driver of a motor vehicle" means an employee, other than a chauffeur and a scooter driver, who is engaged in driving a motor vehicle and who may accept orders, collect money, make out invoices or cash sales slips, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving, any time spent by the driver on work connected with the vehicle or the load or in the accepting of cash orders, the collecting of money or the making out of invoices or cash sales slips and all periods during which the driver is obliged to remain at his post in readiness to drive;

"driver of a motor vehicle, class I," means a driver of a motor vehicle, other than a driver of a motor vehicle, class II;

"driver of a motor vehicle, class II," means an employee who is engaged in driving a motor vehicle which is used wholly or mainly for the conveyance of equipment or stores;

"driveway trainer" means an employee who instructs filling station attendants as to their duties in dealing with customers;

"emergency work" means any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence or theft, must be done without delay and any work directly connected with the loading or unloading of trucks or vehicles of the South African Railways and Harbours, the filling or the discharging of railway tank cars, the bunkering of ships, the discharging of tankers or the delivery of fuel or oil to farmers during the ploughing, planting or reaping seasons;

"establishment" means any premises in or in connection with which one or more employees are employed in the liquid fuel and oil trade;

"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 or in the service of the State;
- (b) any other class of employee, the total period or periods of employment which an employee has had in his class in the liquid fuel and oil trade;

"film van operator" means an employee who is engaged in showing films for advertising or instructional purposes;

"film van operator's assistant" means an employee who accompanies a film van operator and assists such employee in the erecting and dismantling of his equipment and in the showing of his films;

"general worker, grade I," means an employee who is engaged in any one or more of the following capacities or operations:—

- (1) Addressing, marking (other than by means of a stencil) or checking goods for despatch or delivery;
- (2) changing motor vehicle wheels or mending punctures;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is;

"onderbaas" 'n werknemer wat onder algemene toesig aan die hoof staan van 'n groep algemene werkers, graad II;

"chauffeur" 'n werknemer wat 'n motorvoertuig bestuur wat bedoel is om passasiers te vervoer en wat gebruik word vir die vervoer van sy werkgever of personeel, klante of besoekers en wat vir die vervoer van dokumente of pakkette gebruik mag word;

"klerk" 'n werknemer wat skryf-, tik-, of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, pakhuysman, versendingsklerk, telefonis en 'n bediener van 'n optel-, reken- of ponskaartmasjien, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, ondanks die feit dat klerklike werk deel van sodanige werknemer se werk mag uitmaak;

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

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

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

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

"kommissiewerk" 'n stelsel waarvolgens 'n handelsreisiger se besoldiging gegrond is op die waarde van of getal bestellings wat hy aan sy werkgever voorleë en wat laasgenoemde aanvaar;

"kok" 'n werknemer wat spyskaarte opstel, maaltye kook of voorberei ooreenkomstig sodanige spyskaarte en ook daarvoor verantwoordelik is;

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

"afleser" 'n werknemer wat die produkhoeveelheid in groot-maattenks nagaan en die nodige rekords in verband daarmee byhou;

"motorvoertuigbestuurder" 'n werknemer, uitgesonderd 'n chauffeur en 'n bromponiebestuurder, wat 'n motorvoertuig bestuur en wat bestellings mag ontvang, geld mag invorder, en fakture of kontantverkoopstrookies mag uitmaak, en by die toepassing van hierdie woordomskrywing omvat die uitdrukking "n motorvoertuig bestuur" alle tyd wat hy vir bestuur gebruik, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag of met die ontvang van kontantbestellings, die invordering van geld of die uitmaak van fakture of kontantverkoopstrookies, en alle tyd wat hy verplig is om op sy pos gereed te bly om te bestuur;

"motorvoertuigbestuurder, klas I," 'n motorvoertuigbestuurder, uitgesonderd 'n motorvoertuigbestuurder, klas II;

"motorvoertuigbestuurder, klas II," 'n werknemer wat 'n motorvoertuig bestuur wat uitsluitlik of hoofsaaklik vir die vervoer van uitrusting of voorraad gebruik word;

"joggie-instrukteur" 'n werknemer wat vulstasiejoggies in hulle pligte betreffende die handeling met klante onderrig;

"noodwerk" alle werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim gedoen moet word, en alle werk wat direk in verband staan met die laai of aflaai van spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens, die vul of leegmaak van spoorwegtenkwaens, die bunker van skepe, die leegmaak van tenkskepe of die aflewering van brandstof of olie aan boere gedurende die ploeg-, plant- of oesseisoen;

"bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Vloeibare Brandstof- en Oliebedryf in diens is;

"ondervinding" met betrekking tot—

- (a) 'n klerk, die totale tydperk of tydperke wat 'n werknemer as 'n klerk in 'n bedryf of in diens van die staat werksaam was;
- (b) 'n ander klas werknemer, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Vloeibare Brandstof- en Oliebedryf werksaam was;

"filmwabediener" 'n werknemer wat films vir advertensie- of voorligtingsdoeleindes vertoon;

"filmwabediener se assistent" 'n werknemer wat 'n filmwabediener vergesel en sodanige werknemer help om sy uitrusting op te rig en af te takel, en sy films te vertoon;

"algemene werker, graad I," 'n werknemer wat in een of meer van die volgende hoedanighede in diens is of wat een of meer van die volgende werksaamhede verrig:—

- (1) Goedere vir versending of aflewering adresseer, merk (uitgesonderd deur middel van 'n sjabloon) of nagaan;
- (2) motorvoertuigwiele omruil of lekkie heelmaak;

- (3) chargehand;
- (4) chauffeur;
- (5) checking loads of motor vehicles and who may record particulars of such loads;
- (6) checking or topping up the fuel, oil or water in motor vehicles;
- (7) cook;
- (8) copying documents, plans or drawings by means of a re-printing or re-producing process;
- (9) dipper;
- (10) driveway trainer;
- (11) inspecting drums before cleaning or filling;
- (12) launch driver;
- (13) mobile hoist operator;
- (14) oiling or greasing power-driven machines or vehicles;
- (15) paint spraying, other than painting drums or stencilling;
- (16) removing, cleaning or replacing motor vehicle parts, other than the work of an artisan;
- (17) removing, putting on charge, replacing or topping up batteries of motor vehicles;
- (18) re-packaging products;
- (19) scooter driver;
- (20) senior operator of motors;
- (21) stores assistant;

"general worker, grade I, qualified," means a general worker, grade I, who has had not less than three months' experience;
 "general worker, grade I, unqualified," means a general worker, grade I, who has had less than three months' experience;
 "general worker, grade II," means an employee who is engaged in any one or more of the following capacities or operations:—

- (1) Assembling goods for delivery or despatch in accordance with a written order, list or other instruction;
- (2) assisting an artisan other than by the independent use of tools;
- (3) carrying, moving or stacking goods or articles by hand or by means of a non-power-driven device;
- (4) checking or sorting incoming goods;
- (5) cleaning or washing premises, plant, machinery, tools, equipment, furniture, drums or other articles;
- (6) connecting or disconnecting hoses or other connections for the purpose of bunkering ships or filling or discharging tankers, tankcars or trucks;
- (7) cooking or serving rations or making or serving tea or similar beverages;
- (8) decanting from leaking or faulty containers;
- (9) delivering letters, messages or goods other than by using a power-driven vehicle;
- (10) feeding drums or other containers to or taking them off from filling lines;
- (11) filling drums or other containers other than re-packaging;
- (12) film van operator's assistant;
- (13) gardening work;
- (14) labelling;
- (15) loading or offloading;
- (16) lime washing buildings or structures;
- (17) oiling or greasing non-power-driven machinery or vehicles;
- (18) operating a non-power-driven crane or hoist;
- (19) opening or closing cocks or valves under general supervision;
- (20) opening, closing or sealing doors, windows, boxes, bags, drums or other containers or packages;
- (21) operating a washing or cleaning machine;
- (22) operating a capping machine;
- (23) painting drums;
- (24) reconditioning or repairing drums or other containers;
- (25) stencilling;
- (26) traveller's assistant;
- (27) watchman;

"handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment or in effecting minor repairs or renovations to buildings or other structures;

"law" includes the common law;

"liquid fuel and oil trade" means the trade in which employers and employees are associated for the purpose of receiving, packing, filling, storing, delivering, distributing or selling by wholesale or in bulk, as the case may be, of—

- (a) any form of liquid fuel used for the purpose of driving internal combustion engines;
- (b) any form of lubricating oil or grease;
- (c) any form of oil, grease or product derived from oil if distributed by an employer engaged in (a);

- (3) onderbaas;
- (4) chauffeur;
- (5) motorvoertuigvrage nagaan en wat 'n rekord van die besonderhede van sodanige vrage mag byhou;
- (6) die brandstof, olie of water in motorvoertuie nagaan of byvul;
- (7) kok;
- (8) dokumente, planne of tekenings kopieer deur middel van 'n herdruk- of reproduksieproses;
- (9) afleser;
- (10) joggie-instrukteur;
- (11) konkas inspekteur voor dit skoongemaak of gevul word;
- (12) barkasbestuurder;
- (13) bediener van 'n mobiele hystoestel;
- (14) kragaangedrewe masjiene of voertuie olie of smeer;
- (15) spuitverfwerk, uitgesonderd die verf van konkas of sjabloonwerk;
- (16) motorvoertuigonderdele verwyder, skoonmaak of vervang, uitgesonderd die werk van 'n ambagsman;
- (17) batterye van motorvoertuie uithaal, laai, vervang of byvul;
- (18) produkte herverpak;
- (19) bromponiebestuurder;
- (20) senior bediener van motors;
- (21) pakhuisassistent;

"algemene werker, graad I, gekwalifiseer," 'n algemene werker, graad I, wat minstens drie maande ondervinding gehad het;
 "algemene werker, graad I, ongekwalifiseer," 'n algemene werker, graad I, wat minder as drie maande ondervinding gehad het;
 "algemene werker, graad II," 'n werknemer wat in een of meer van die volgende hoedanighede in diens is of wat een of meer van die volgende werksaamhede verrig:—

- (1) Goedere vir aflewering of versending bymeekaarmaak ooreenkomstig 'n skriftelike opdrag, lys of ander instruksie;
- (2) 'n ambagsman help uitgesonderd by die onafhanklike gebruik van gereedskap;
- (3) goedere of artikels met die hand of deur middel van 'n nie-kragaangedrewe toestel dra, verskuif of opmekaarstapel;
- (4) inkomende goedere nagaan of sorteer;
- (5) persele, installasies, masjinerie, gereedskap, uitrusting, meubels, konkas of ander artikels skoonmaak of was;
- (6) slange of ander aansluitings koppel of ontkoppel om skepe te bunker of tenkskepe, tenkwaens of spoorwegwaens te vul of leeg te maak;
- (7) rantsoene kook of bedien of tee of soortgelyke drank maak of bedien;
- (8) vanuit houters wat lek of defek is, afgooi;
- (9) briewe, boodskappe of goedere aflewer, uitgesonderd deur die gebruik van 'n kragaangedrewe voertuig;
- (10) konkas of ander houters op vervoerbande vir vul plaas, of dit daarvan afneem;
- (11) konkas of ander houters vul, uitgesonderd herverpakking;
- (12) filmwbediener se assistent;
- (13) tuinwerk;
- (14) etiketteer;
- (15) laai of aflaai;
- (16) geboue of bouwerke afwit;
- (17) nie-kragaangedrewe masjinerie of voertuie olie of smeer;
- (18) 'n nie-kragaangedrewe hyskraan of hystoestel bedien;
- (19) krane of kleppe onder algemene toesig toe- of oopmaak;
- (20) deure, vensters, kiste, sakke, konkas of ander houters of verpakings oopmaak, toemaak of verseël;
- (21) 'n was- of skoonmaakmasjiene bedien;
- (22) 'n doppiesmasjiene bedien;
- (23) konkas verf;
- (24) konkas of ander houters vernuwe of herstel;
- (25) sjabloneer;
- (26) handelsreisiger se hulp;
- (27) wag;

"faktotum" 'n werknemer wat minder belangrike herstelwerk of verstellings aan masjinerie of uitrusting doen, of wat minder belangrike herstel- of opknappingswerk aan geboue of ander bouwerke doen;

"wet" ook die gemeenreg;

"Vloeibare Brandstof- en Oliebedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die ontvangs, verpakking, vul, opberging, aflewering, distribusie of verkoop in die groothandel of in grootmaat, na gelang van die geval, van—

- (a) enige vorm van vloeibare brandstof wat gebruik word vir die aandrywing van binnebrandmotore;
- (b) enige vorm van smeerolie of ghries;
- (c) enige vorm van olie, ghries of 'n produk wat uit olie verkry word, indien gedistribueer deur 'n werkgewer betrokke by (a);

and includes all operations incidental to or consequent on any of the aforesaid activities but does not include any of the activities specified if carried on on the same premises by an employer in conjunction with some other trade or trades in which his employees on such premises, taken collectively, are mainly engaged;

"manager" means an employee who is charged by his employer with the overall—

- (a) supervision over;
- (b) responsibility for; and
- (c) direction of;

the activities of an establishment and the employees engaged therein;

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

"mobile hoist operator" means an employee who is engaged in operating a fork lift truck or other mobile power-driven hoist used in the loading, moving or stacking of goods;

"motor vehicle" means any power-driven vehicle used for conveying goods, other than traveller's samples, and includes a mechanical horse but does not include a mobile hoist;

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

"pump mechanic" means an employee who is wholly or mainly engaged in the erection or maintenance of mechanically or manually operated petrol pumps or lubricating oil equipment;

"scooter driver" means an employee who is engaged in delivering or conveying letters, messages, articles or goods by means of a motor-driven or assisted vehicle with an engine capacity not exceeding 250 c.c.;

"senior managerial, professional or administrative employee" means an employee who is charged by the employer with the performance of work entailing responsibility for taking decisions of a professional or administrative character in the conduct of the activities of an establishment;

"senior operator of motors" means an employee who operates the motors of the main pumping plant;

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

"stores assistant" means an employee who, under general supervision, receives, stores, packs or unpacks goods in a depot, store or warehouse or delivers or supplies goods from such depot, store or warehouse and who keeps the necessary records in connection therewith;

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

"subsistence allowance" means an allowance which is intended to defray the additional living expenses incurred by an employee by reason of his absence from his home or place of residence in the performance of his duties;

"tester" means an employee who is employed in a laboratory and who, under general supervision, prepares samples and who may make initial and routine tests and record the results thereof;

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

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

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

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

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

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

en omvat dit alle werksaamhede wat met engeen van voormelde bedrywighede in verband staan of daaruit voortspuit, maar dit omvat nie engeen van genoemde werksaamhede nie, indien deur 'n werkgewer op dieselfde perseel uitgeoefen saam met enige ander bedryf of bedrywe waarin sy werknemers op sodanige persele, as geheel geneem, hoofsaaklik werksaam is; "bestuurder" 'n werknemer wat deur sy werkgewer belas word met—

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

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk;

"militêre opleiding" die ononderbroke opleiding waartoe 'n werknemer ingevolge artikel *een-en-twintig*, gelees met sub-artikels (1) en (2) van artikel *twee-en-twintig* van die Verdedigingswet, 1957, verplig word, maar dit omvat geen opleiding wat hy ingevolge artikel *drie-en-twintig* van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

"bediener van 'n mobiele hystoestel" 'n werknemer wat 'n vrachtwagen of ander mobiele kraghystoestel bedien wat vir die laai, verskuif of opstapeling van goedere gebruik word;

"motorvoertuig" enige kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere, uitgesonderd 'n handelsreisiger se monsters, en omvat dit 'n voorhaker maar nie 'n mobiele hystoestel nie;

"stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging op die hoeveelheid gedane werk gebaseer word;

"pompwerktuigkundige" 'n werknemer wat uitsluitlik of hoofsaaklik meganiese of handpomp of smeerolie-uitrusting oprig of in stand hou;

"bromponiebestuurder" 'n werknemer wat briewe, boodskappe, artikels of goedere aflewer of vervoer deur middel van 'n motor- of hulpaangedrewe voertuig met 'n silinderinhoud van hoogstens 250 k.s.;

"senior bestuurs-, professionele of administratiewe werknemer" 'n werknemer wat deur die werkgewer belas word met werk wat die verantwoordelikheid meebring om by die uitvoering van 'n bedryfsinrigting se werksaamhede besluite van professionele of administratiewe aard te neem;

"senior pompmotorbediener" 'n werknemer wat die motore van die hoofpompinstallasie bedien;

"korttyd" 'n tydelike vermindering van die getal gewone werkeure te wyte aan ongunstige weersomstandighede, 'n slapte in die bedryf, 'n tekort aan grondstowwe, 'n algemene onklaarraking van installasie of masjinerie of 'n werklike onklaarraking of dreigende onklaarraking van geboue;

"pakhuisassistent" 'n werknemer wat, onder algemene toesig, goedere in 'n depot, pakhuis of bergplek ontvang, opberg, verpak of uitpak of goedere uit sodanige depot, pakhuis of bergplek aflewer of voorsien en wat die nodige rekords in verband daarmee byhou;

"pakhuisman" 'n werknemer wat die algemene beheer het oor die voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat verantwoordelik is vir die ontvang, opberg, verpakking of uitpak van goedere in 'n depot, pakhuis of bergplek of die aflewering van goedere vanuit 'n depot, pakhuis of bergplek na die verbruiksafdelings in 'n bedryfsinrigting, of vir versending;

"verblyfstoelae" 'n toelae wat bedoel is om die bykomende uitgawes t.o.v. verblyf te bestry wat 'n werknemer aangaan weens afwesigheid van sy huis of verblyfplek in die uitvoering van sy werk;

"toetser" 'n werknemer wat in 'n laboratorium diens doen en wat, onder algemene toesig, monsters voorberei en wat eerste en roetine-toetse mag doen en die resultate daarvan aanteken;

"toetser, gekwalifiseer," 'n toetser met minstens vyf jaar ondervinding;

"toetser, ongekwalifiseer," 'n toetser met minder as vyf jaar ondervinding;

"handelsreisiger" 'n werknemer wat, as 'n reisende verteenwoordiger van 'n bedryfsinrigting, vir so 'n bedryfsinrigting bestelling werf, vra of soek;

"handelsreisiger, gekwalifiseer," 'n handelsreisiger met minstens vier jaar ondervinding;

"handelsreisiger, ongekwalifiseer," 'n handelsreisiger met minder as vier jaar ondervinding;

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

"wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that—

(i) 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) 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 received over and above the amount which he would have received if he had not been employed on such a basis;

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

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

3. REMUNERATION *

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

(a) Employees other than casual employees—

	In All Areas. Per Week. R
(i) Aircraft refuelling attendant.....	23.07
Artisan.....	26.45
Clerk, female, qualified.....	15.69
Clerk, female, unqualified—	
during the first year of experience.....	8.54
during the second year of experience.....	10.15
during the third year of experience.....	12.00
during the fourth year of experience.....	13.90
Clerk, male, qualified }.....	23.07
Tester, qualified }.....	
Clerk, male, unqualified—	
Tester, unqualified—	
during the first year of experience.....	9.23
during the second year of experience.....	12.00
during the third year of experience.....	14.77
during the fourth year of experience.....	17.54
during the fifth year of experience.....	20.31
Driver of a motor vehicle, class I.....	23.07
Driver of a motor vehicle, class II.....	12.50
Film van operator.....	23.07
Handyman.....	14.00
Pump mechanic.....	26.45
Traveller, qualified.....	32.30
Traveller, unqualified—	
during the first year of experience.....	23.07
during the second year of experience.....	25.38
during the third year of experience.....	27.69
during the fourth year of experience.....	30.00;

(ii)

"loon" die geldbedrag aan 'n werknemer ingevolge klousule 3 (1) betaalbaar vir sy gewone werkure soos by klousule 5 voorgeskryf; met dien verstande—

(i) dat as 'n werkgever 'n werknemer vir sy gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit dié hoër bedrag beteken;

(ii) dat die eerste voorbehoudsbepaling nie so uitgelê moet word dat dit enige besoldiging meld of omvat wat 'n werknemer in diens volgens enige grondslag waarvoor in klousule 9 voorsiening gemaak word, ontvang het bo en behalwe die bedrag wat hy sou ontvang het as hy nie op so 'n grondslag in diens was nie;

"wag" 'n werknemer wat persele of ander eiendom bewaak.

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

3. BESOLDIGING.

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

(a) Werknemers, uitgesonderd los werknemers—

	In alle gebiede. Per week. R
(i) Vliegtuigvulbediende.....	23.07
Ambagsman.....	26.44
Klerk, vrou, gekwalifiseer.....	15.69
Klerk, vrou, ongekwalifiseer—	
gedurende die eerste jaar ondervinding.....	8.54
gedurende die tweede jaar ondervinding.....	10.15
gedurende die derde jaar ondervinding.....	12.00
gedurende die vierde jaar ondervinding.....	13.90
Klerk, man, gekwalifiseer }.....	23.07
Toetser, gekwalifiseer }.....	
Klerk, man, ongekwalifiseer—	
Toetser, ongekwalifiseer—	
gedurende die eerste jaar ondervinding.....	9.23
gedurende die tweede jaar ondervinding.....	12.00
gedurende die derde jaar ondervinding.....	14.77
gedurende die vierde jaar ondervinding.....	17.54
gedurende die vyfde jaar ondervinding.....	20.31
Motorvoertuigbestuurder, klas I.....	23.07
Motorvoertuigbestuurder, klas II.....	12.50
Filmwbediener.....	23.07
Faktotum.....	14.00
Pompwerktuigkundige.....	26.45
Handelsreisiger, gekwalifiseer.....	32.30
Handelsreisiger, ongekwalifiseer—	
gedurende die eerste jaar ondervinding.....	23.07
gedurende die tweede jaar ondervinding.....	25.38
gedurende die derde jaar ondervinding.....	27.69
gedurende die vierde jaar ondervinding.....	30.00;

	In the Magisterial Districts of Bellville, the Cape, Johannesburg, Simonstown and Wynberg.	In the Magisterial Districts of Benoni, Boksburg, Brakpan, Durban, Germiston, Kempton Park, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark and Vereeniging.	In the Magisterial Districts of Bloemfontein, Kimberley, Klerksdorp, Pinetown and Welkom.	In the Magisterial Districts of East London and Pietermaritzburg.	In the Magisterial Districts of Kroonstad, Mossel Bay, Witbank and Worcester.	In all Other Areas.
	Per Week. R	Per Week. R	Per Week. R	Per Week. R	Per Week. R	Per Week. R
General Worker, Grade I, unqualified.....	9.70	9.10	8.50	8.20	7.50	6.70
General Worker, Grade I, unqualified.....	9.10	8.50	7.90	7.60	6.90	6.10
General Worker, Grade II.....	8.50	7.90	7.30	7.00	6.30	5.50
Employee not elsewhere in this Clause specifically mentioned.....	8.50	7.90	7.30	7.00	6.30	5.50

(ii)

	In die landdros-distrikte Bellville, die Kaap, Johannesburg, Simonstad en Wynberg.	In die landdros-distrikte Benoni, Boksburg, Brakpan, Durban, Germiston, Kempton Park, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark en Vereeniging.	In die landdros-distrikte Bloemfontein, Kimberley, Klerksdorp, Pinetown en Welkom.	In die landdros-distrikte Oos-Londen en Pietermaritzburg.	In die landdros-distrikte Kroonstad, Mosselbaai, Witbank en Worcester.	In alle ander gebiede.
	Per week. R	Per week. R	Per week. R	Per week. R	Per week. R	Per week. R
Algemene werker, graad I, gekwalifiseer.....	9.70	9.10	8.50	8.20	7.50	6.70
Algemene werker, graad I, ongekwalifiseer.....	9.10	8.50	7.90	7.60	6.90	6.10
Algemene werker, graad II... Werknemer wat nie elders in hierdie klousule uitdruklik gemeld word nie.....	8.50	7.90	7.30	7.00	6.30	5.50

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

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

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

- a wage higher than that of his own class; or
 - a rising scale of wages terminating in a wage higher than that of his own class;
- is prescribed in sub-clause (1), shall pay to such employee in respect of that day—

- in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate; and
- 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 the provisions of this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on experience or sex;
- that, unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

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

- five, in the case of an employee who works a five-day week;
- six, in the case of any other employee.

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

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by forty-four.

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

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

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

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

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

- In die geval in paragraaf (a) vermeld, minstens die dagloon bereken teen die hoër tarief; en
- in die geval in paragraaf (b) vermeld, minstens die dagloon bereken op die kerf in die stygende skaal net bokant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande—

- dat die bepalings van hierdie subklousule nie geld wanneer die verskil tussen die klasse ingevolge subklousule (1) op ondervinding of geslag berus nie;
- dat, tensy daar in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling so uitgelê mag word dat dit 'n werkgever belet om van 'n werknemer te vereis dat hy 'n ander klas werk verrig waarvoor die voorgeskryfde 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—

- vyf, as hy 'n werkweek van vyf dae het;
- 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 vier-en-veertig.

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

- (a) a traveller or a pump mechanic who uses his employer's motor transport or who is required to travel by train or any other means of conveyance than his own, his employer shall reimburse him all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purpose of this sub-clause the cost of overnight garaging of motor transport shall be deemed to be a transport expense;
- (b) a traveller or a pump mechanic who is required to provide motor transport for the performance of his duties, his employer shall pay him a transport allowance per mile not less than in the case of—
 - (i) four cylinder vehicles the weight of which does not exceed 2,500 lb. and any vehicle with less than four cylinder: 6 cents;
 - (ii) four cylinder vehicles the weight of which exceeds 2,500 lb. but not 2,900 lb. and six and eight cylinder vehicles the weight of which does not exceed 2,900 lb.: 7½ cents;
 - (iii) vehicles the weight of which exceeds 2,900 lb.: 10 cents;

Provided that the provisions of this paragraph shall not apply to a traveller or a pump mechanic who uses a motor vehicle the purchase of which is subsidised wholly or mainly by his employer and in respect of which a written agreement is entered into by the parties setting out the capital amount owing by the employee, the terms of repayment and the rate of payment to such employee for each mile travelled by him in the performance of his duties.

(6) *Subsistence Allowance and Expenses.*—In addition to paying any other remuneration due to a traveller, a film van operator, a pump mechanic, a traveller's assistant or a general worker accompanying a traveller, a film van operator or a pump mechanic who, on any journey undertaken in the performance of his duties, is absent from his place of residence or his employer's establishment for any period in excess of six consecutive hours, his employer shall—

- (i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
- (ii) pay him for each night where such absence extends over one or more nights as subsistence allowance an amount of not less than the cost of appropriate overnight accommodation plus the cost of any meals and teas reasonably incurred by him during such period of absence;

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

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

(b) An employer may require his traveller, film van operator or pump mechanic to frame any claim so that it shall reflect, as the case may be—

- (i) in respect of any claim in terms of sub-clause (5) (a), the mode of travel employed and the transport expenses incurred or the nature of any other expense for which reimbursement is claimed;
 - (ii) in respect of any claim in terms of sub-clause (5) (b), the mileage travelled each day, the points of call and, except in municipal areas, the route followed;
 - (iii) in respect of any claim in terms of sub-clause (6), the times of commencement and ending of each period of absence;
- and to enable such employee to comply with such a requirement, his employer shall, before any such journey is undertaken by such employee, provide him with a suitable book or forms in or on which to maintain suitable records.

4. PAYMENT OF REMUNERATION.

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

- (a) the employer's name;
- (b) the employee's name or pay roll number and occupation;
- (c) the number of ordinary hours of work worked by the employee;
- (d) the number of overtime hours worked by the employee;

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

- (a) aan 'n handelsreisiger of 'n pompwerktuigkundige wat van sy werkgever se motorvervoer gebruik maak of van wie vereis word dat hy per trein of enige ander vervoermiddel as sy eie reis, moet sy werkgever hom alle redelike uitgawes vergoed wat hy by die uitvoering van sy pligte in verband met sodanige vervoer aangaan, en by die toepassing van hierdie subklousule word die koste van die oorrastelling van 'n motorvoertuig geag 'n vervoeruitgawe te wees;
- (b) aan 'n handelsreisiger of pompwerktuigkundige van wie vereis word om self motorvervoer vir die uitvoering van sy pligte te verskaf, moet sy werkgever hom 'n vervoertoelae van minstens die volgende per myl betaal in die geval van—
 - (i) viersilindervoertuie waarvan die gewig hoogstens 2,500 lb. is en enige voertuig met minder as vier silinders: 6 sent;
 - (ii) viersilindervoertuie wat meer weeg as 2,500 lb., maar hoogstens 2,900 lb., en ses- en agtsilindervoertuie waarvan die gewig hoogstens 2,900 lb. is: 7½ sent;
 - (iii) voertuie waarvan die gewig meer is as 2,900 lb.: 10 sent;

Met dien verstande dat die bepalings van hierdie paragraaf nie van toepassing is nie op 'n handelsreisiger of 'n pompwerktuigkundige wat 'n motorvoertuig gebruik waarvan die aankoop uitsluitlik of hoofsaaklik deur sy werkgever gesubsidieer word, en ten opsigte waarvan 'n skriftelike ooreenkoms aangegaan word deur die partye, wat die kapitaalbedrag deur die werknemer verskuldig, die terugbetalingsvoorwaardes en die skaal waarteen betaling moet geskied aan so 'n werknemer vir elke myl wat hy in die uitvoering van sy werk reis, aangee.

(6) *Verblyftoelae en -uitgawes.*—Benewens die betaling van enige ander besoldiging verskuldig aan 'n handelsreisiger, 'n filmwabediener, 'n pompwerktuigkundige, 'n handelsreisiger se hulp of 'n algemene werker wat 'n handelsreisiger, 'n filmwabediener of 'n pompwerktuigkundige vergesel en wat op enige reis wat hy onderneem in die uitvoering van sy pligte, vir 'n langer tydperk as ses agtereenvolgende ure van sy woonplek en sy werkgever se bedryfsinrigting afwesig is—

- (i) moet sy werkgever hom alle uitgawes vergoed wat hy in elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, redelikerwys vir etes en tee vir homself, aangaan;
- (ii) moet sy werkgever hom vir iedere nag, waar sodanige afwesigheid oor een of meer nagte strek, 'n onderhoudstoelae betaal van minstens die koste van geskikte oornagakkommodasie plus die uitgawes wat hy redelikerwys aangaan vir enige etes en tee gedurende so 'n tydperk van afwesigheid;

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

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

(b) 'n Werkgever mag vereis dat sy handelsreisiger, filmwabediener of pompwerktuigkundige 'n eis so opstel dat dit die volgende weergee, na gelang van die geval:—

- (i) Ten opsigte van 'n eis kragtens subklousule (5) (a), die soort vervoer gebruik en die vervoeruitgawes aangegaan of die aard van alle ander uitgawes waarvoor hy vergoeding eis;
- (ii) ten opsigte van 'n eis kragtens subklousule (5) (b), die mylafstand wat hy elke dag afgelê het, watter plekke besoek is en, uitgesonderd in munispale gebiede, die roete wat gevolg is;
- (iii) ten opsigte van 'n eis kragtens subklousule (6), die tye waarop elke tydperk van afwesigheid onderskeidelik begin en geëindig het;

en hom in staat te stel om sodanige vereiste na te kom, moet sy werkgever, voordat sodanige werknemer enige sodanige reis onderneem, hom voorsien van 'n geskikte boek of vorm waarin of waarop geskikte aantekeninge gehou kan word.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalings van klousule 6 (4), moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weklíks in kontant of, as die werknemer daartoe instem, maandelíks 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 betaal-dag geskied, en sodanige bedrag moet in 'n koevert of houer wees waarop die volgende aangegee word of wat vergesel gaan van 'n staat wat die volgende aantoon:—

- (a) Die werkgever se naam;
- (b) die werknemer se naam of sy betaalstaatsnommer en sy beroep;
- (c) die getal gewone werkure wat die werknemer gewerk het;
- (d) die getal ure wat die werknemer oortyd gewerk het;

- (e) the employee's wage;
- (f) the details of any other remuneration arising out of the employee's employment;
- (g) the details of any deductions made;
- (h) the actual amount paid to the employee; and
- (i) the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee: Provided that an employee engaged in filling or discharging tank cars, bunkering ships or discharging tankers may be paid within twenty-four hours after ceasing work on the usual pay day of the establishment.

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

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

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

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

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

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

	Per Week.	Per Month
	R	R
(i) Food.....	0.80	3.47
(ii) Lodging.....	0.40	1.73
(iii) Food 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 to the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided—

- (i) that such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
- (ii) that no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
- (iii) that no deduction shall be made in the case of short-time owing to the vagaries of the weather, a shortage of railway trucks or a general breakdown of plant or machinery or an actual 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 Native village under the control of such council or other local authority.

5. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME.

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

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

- (e) die werknemer se loon;
- (f) die besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (g) die besonderhede van enige bedrae wat afgetrek is;
- (h) die werklike bedrag wat aan die werknemer betaal word;

en

(i) die tydperk waarvoor die betaling geskied; en sodanige koëvert of houer waarop hierdie besonderhede aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat 'n werknemer wat tenkwaans vul of leegmaak, skepe, bunker of tenkskepe leegmaak, binne vier-en-twintig uur na die werk verstryk het op die gewone betaal-dag van die bedryfsinrigting, betaal mag word.

(2) *Los werknemer*.—'n Werkgever 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 werkgever betaal of deur hom aangeneem word nie.

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

(5) *Etes en huisvesting*.—Behoudens die bepalinge van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om van hom of van enige ander persoon of plek deur hom aangewys, etes of huisvesting of etes en huisvesting te ontvang nie.

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

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfonds, ledegelde aan vakverenigings, inkomstebelasting of ander belasting opgelê deur die Sentrale Regering of 'n Provinsiale Raad of ledegeld aan 'n inrigting vir die voordeel van die werknemer of aan 'n werknemer se ontspanningsklub, indien sodanige klub op die werkgever se perseel is;
- (b) uitgesonderd andersluidende bepalinge in hierdie Vasstelling, wanneer 'n werknemer uit sy werk afwesig is, uitgesonderd op las of op die versoek van sy werkgever, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde van sodanige afwesigheid vir sy gewone werkure ontvang het;
- (c) 'n bedrag wat 'n werkgever by wet of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) wanneer 'n werknemer daarmee instem, of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word om etes en huisvesting of etes of huisvesting van sy werkgever aan te neem, 'n bedrag hoogstens gelyk aan onderstaande bedrae:—

	Per week.	Per maand.
	R	R
(i) Etes.....	0.80	3.47
(ii) Huisvesting.....	0.40	1.73
(iii) Etes en huisvesting.....	1.20	5.20;

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

- (i) dat sodanige bedrag, ongeag die getal ure waarmee die gewone werkure aldus verminder word, hoogstens gelyk aan een derde van die werknemer se weekloon is;
- (ii) dat geen bedrag in die geval van korttyd wat deur 'n slapte in die bedryf of 'n tekort aan grondstowwe ontstaan, afgetrek mag word nie, tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
- (iii) dat geen bedrag afgetrek mag word nie in die geval van korttyd weens ongunstige weersomstandighede, 'n tekort aan spoorwaens of 'n algemene onklaarraking van installasie of masjinerie of 'n werklike onklaarraking of dreigende onklaarraking van geboue, ten opsigte van die eerste uur wat nie gewerk is nie, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk beskikbaar sal wees nie;
- (f) met die skriftelike toestemming van 'n werknemer, 'n bedrag gelyk aan enige bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het ten opsigte van die huur van 'n huis of huisvesting in 'n tehuus wat die werknemer in 'n lokasie of Naturelledorp onder die beheer van so 'n raad of ander plaaslike bestuur, bewoon.

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

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

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

- (ii) subject to sub-paragraph (i) hereof, seven and one-half, 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;
- (b) in the case of an employee who works a five-day week—
 - (i) forty-four in any week from Monday to Friday, inclusive; and
 - (ii) Subject to sub-paragraph (i) hereof, nine on any day.
- (2) An employer shall not require or permit a casual employee to work more ordinary hours of work than eight on any day.

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

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

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

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

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

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

- (a) in the case of a casual employee, four hours on any day;
- (b) in the case of any other employee—
 - (i) four hours on any day;
 - (ii) ten hours in any week:

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

(8) *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.

(9) *Savings.*—(a) The provisions of this clause shall not apply to a traveller, a traveller's assistant, a general worker accompanying a traveller, a pump mechanic if and for so long as his duties do not permit him to return to his place of residence or his employer's establishment at night, or to a general worker accompanying such pump mechanic, or a watchman.

(b) The provisions of this clause shall not apply to a senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of regular remuneration at a rate of not less than R156 per month.

(c) The provisions of sub-clauses (3), (4), (5) and (7) shall not apply to an employee while he is engaged on emergency work or to a film van operator and his assistant or to an employee engaged in refuelling aircraft.

(d) The provisions of sub-clause (4) shall not apply to an employee engaged in delivering goods or in assisting on delivery vehicles.

- (ii) behoudens subparagraaf (i) hiervan, sewe en 'n half op 'n dag, tensy die ure op een dag hoogstens vyf is, en in dié geval mag die ure op enigen van die ander dae tot agt verleng word;
- (b) in die geval van 'n werknemer met 'n werkweek van vyf dae—
 - (i) vier-en-veertig in 'n week van Maandag tot en met Vrydag; en
 - (ii) behoudens subparagraaf (i) hiervan, nege op 'n dag.

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

(3) *Etenspouses.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer meer as vyf uur aaneen werk sonder 'n etenspouse van minstens een uur nie waarin so 'n werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en die pouse word geag nie deel van die gewone werk- of oortydwerkure uit te maak nie: Met dien verstande—

- (i) dat, uitgesonderd wanneer voorbehoudsbepaling (iv) geld, werktye wat onderbreek word deur pouses van minder as 'n uur, geag word deurlopend te wees;
- (ii) dat, as so 'n pouse langer as 'n uur is, 'n tydperk van langer as een en 'n kwart uur geag word tyd te wees wat gewerk is;
- (iii) dat 'n motorvoertuigbestuurder, chauffeur of bromponiebestuurder wat in so 'n pouse geen ander werk verrig as om in die beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word in dié pouse nie te gewerk het nie;
- (iv) dat 'n werkgewer met sy werknemer kan ooreenkom om die duur van so 'n etenspouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer 'n uiteensetting van die ooreenkoms by die Afdelingsinspekteur, Departement van Arbeid, van sy gebied ingedien het, mag die etenspouse aldus verkort word;
- (v) dat hoogstens een so 'n pouse gedurende die gewone werkure op 'n dag geag mag word nie deel van die gewone werkure uit te maak nie.

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

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

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

(7) *Bepanking van oortydwerk.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer langer oortyd as die volgende werk nie:—

- (a) In die geval van 'n los werknemer, vier uur op 'n dag;
- (b) in die geval van alle ander werknemers—
 - (i) vier uur op 'n dag;
 - (ii) tien uur in 'n week:

Met dien verstande dat 'n werknemer wat 'n werkweek van vyf dae het, tot vyf uur oortyd op 'n Saterdag mag werk, maar hoogstens tien uur in sodanige week.

(8) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, minstens die volgende betaal:—

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

(9) *Voorbehoudsbepalings.*—(a) Die bepalings van hierdie klousule geld nie vir 'n handelsreisiger, 'n handelsreisiger se hulp, 'n algemene werker wat 'n handelsreisiger vergesel en 'n pompwerktygkundige nie, indien en solank as wat sy pligte hom nie toelaat om in die nag na sy verblyfplek of sy werkgewer se bedryfsinrigting terug te keer nie, asook nie vir 'n algemene werker wat sodanige pompwerktygkundige vergesel, of vir 'n wag nie.

(b) Die bepalings van hierdie klousule geld nie vir 'n senior bestuurs-, professionele of administratiewe werknemer nie, indien en solank sodanige werknemer gereeld 'n besoldiging van minstens R156 per maand ontvang.

(c) Die bepalings van subklousules (3), (4), (5) en (7) geld nie vir 'n werknemer terwyl hy noodwerk verrig nie, of vir 'n filmwagbediener en sy assistent of vir 'n werknemer wat vliegtuie met brandstof vul nie.

(d) Die bepalings van subklousule (4) geld nie vir 'n werknemer wat goedere aflewer of help op afleweringsvoertuie nie.

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, a traveller, a traveller's assistant or other general worker, who regularly accompanies a traveller, a pump mechanic whose duties do not permit him as a rule to return to his place of residence or his employer's establishment at night and a general worker who regularly accompanies such pump mechanic, twenty-eight consecutive calendar day's leave;

(b) in the case of every other employee, twenty-one 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 four 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 three times the weekly wage to which he is entitled as from the first day of the leave:

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

(i) that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

(ii) that the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees in writing, with any period of military training;

(iii) that if a public holiday 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, but this proviso shall not include, in respect of an employee who works a five-day week from Monday to Friday, inclusive, a public holiday falling on a Saturday;

(iv) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates.

(3) (a) At the written request of an employee, an employer may permit—

(i) the leave to accumulate over a period of not more than twenty-four months of employment;

(ii) such employee to accumulate leave at the rate of one week per annum up to a total of nine weeks, such accumulated leave to be taken consecutively with the three or four weeks' leave, as the case may be, then due:

Provided that such request is made by such employee not later than four months after the expiry of the first period of twelve months of employment to which the leave relates, and provided further that the date of the receipt of such request is endorsed on the request over his signature by the employer, who shall retain such request for a period of not less than three years from such date or the date of commencement of such accumulated leave, whichever is the later.

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

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

6. JAARLIKSE VERLOF.

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

(a) In die geval van 'n wag, 'n handelsreisiger, 'n handelsreisiger se hulp, ander algemene werker wat gereeld 'n handelsreisiger vergesel, 'n pompwerktuigkundige wie se pligte hom nie toelaat om in die reël in die nag na sy verblyfplek of sy werkgewer se bedryfsinrigting terug te keer nie en 'n algemene werker wat gereeld sodanige pompwerktuigkundige vergesel, agt-en-twintig agtereenvolgende kalenderdae verlof;

(b) in die geval van alle ander werknemers, een-en-twintig agtereenvolgende kalenderdae verlof,

en moet sodanige werknemer ten opsigte van dié verlof soos volg betaal:—

(i) In die geval van 'n werknemer in paragraaf (a) gemeld, 'n bedrag van minstens vier maal die weekloon waarop hy vanaf die eerste dag van die verlof geregtig is;

(ii) in die geval van 'n werknemer in paragraaf (b) gemeld, 'n bedrag van minstens drie maal die weekloon waarop hy vanaf die eerste dag van die verlof geregtig is:

Met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n handelsreisiger wat kommissiewerk doen, bereken word deur die besoldiging wat ingevolge sy ooreenkoms volgens klousule 9 (7) aan hom betaalbaar is ten opsigte van die twaalf maande onmiddellik voor die datum waarop die verlof hom toeval, deur twee-en-vyftig te deel of, indien hy minder as twaalf maande aldus gewerk het, deur die totale besoldiging wat aldus vir sodanige dienstydperk aan hom betaalbaar is, te deel deur die getal voltooië weke in so 'n tydperk: Voorts met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n werknemer wat stukwerk verrig, bereken moet word op die grondslag in artikel twintig (5) (a) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gemeld.

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

(i) dat, as sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalings van subklousule (3), só toegestaan moet word dat dit begin binne vier maande na die voltooiing van die twaalf maande diens waarop dit betrekking het, of, indien die werkgewer en werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet toestaan dat dit loop vanaf 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maande;

(ii) dat die tydperk van verlof nie moet saamval met siekteverlof wat kragtens klousule 7 toegestaan is nie, of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding nie;

(iii) dat, indien 'n openbare vakansiedag binne die tydperk van sodanige verlof val, nog 'n werkdag vir elke sodanige vakansiedag by genoemde tydperk getel moet word as 'n verdere verloftydperk en die werknemer moet ten opsigte van elke sodanige dag wat bygetel is 'n bedrag van minstens sy dagloon betaal word, maar hierdie voorbehoudsbepaling omvat nie 'n openbare vakansiedag wat op 'n Saterdag val nie ten opsigte van 'n werknemer wat 'n werkweek van vyf dae het van Maandag tot en met Vrydag;

(iv) dat 'n werkgewer alle dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande diens waaarop die verloftydperk betrekking het, van sodanige tydperk van verlof mag aftrek.

(3) (a) Op die skriftelike versoek van 'n werknemer mag 'n werkgewer toelaat—

(i) dat die verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens oploop;

(ii) dat sodanige werknemer verlof laat oploop teen 'n skaal van een week per jaar tot 'n totaal van nege weke en dat sodanige opgeloopte verlof geneem word sodat dit volg op die drie of vier weke verlof, na gelang van die geval, wat hom dan toeval:

Met dien verstande dat so 'n werknemer sodanige versoek rig binne vier maande na afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en voorts met dien verstande dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek vir minstens drie jaar bewaar vanaf sodanige datum of die datum waarop sodanige opgeloopte verlof begin, naamlik vanaf die jongste van die twee datums.

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

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

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

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

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

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

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

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

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

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

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

- (i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the coming into force of this Determination and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.

7. SICK LEAVE.

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

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

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

- (i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work day in respect of each completed month of employment;
- (ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the

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

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

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

- (i) wat sy diens verlaat sonder om dié kennis te gee en dié opseggingstermyn uit te dien wat by klousule 12 voorgeskryf word (tensy die werkgewer van sodanige kennisgewing afgesien het of die werknemer die werkgewer in plaas van die kennisgewing betaal het); of
- (ii) wat sy diens sonder regsgeldige rede verlaat; of
- (iii) wat deur sy werkgewer sonder kennisgewing ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regtens genoegsaam is.

op geen betaling kragtens hierdie subklousule geregtig is nie.

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

(7) By die toepassing van hierdie klousule word die uitdrukking "diens" geag 'n tydperk te omvat ten opsigte waarvan 'n werkgewer kragtens klousule 12 'n werknemer betaal in plaas van hom kennis van diensbeëindiging te gee en ook enige tydperk of tydperke wat 'n werknemer afwesig is—

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

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

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

7. SIEKTEVERLOF.

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

- (a) In die geval van 'n werknemer wat 'n werkweek van vyf dae het, altesaam minstens twintig werkdade; en
- (b) in die geval van alle ander werknemers, altesaam minstens vier-en-twintig werkdade;

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

- (i) dat 'n werknemer gedurende die eerste vier-en-twintig agtereenvolgende maande diens nie op meer siekteverlof met volle betaling as die volgende geregtig is nie: In die geval van 'n werknemer wat 'n werkweek van vyf dae het, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van alle ander werknemers, een werkdag ten opsigte van elke voltooide maand diens;
- (ii) dat hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes, minstens gelyk aan dié wat die werknemer self stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat aan hom gedurende 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

equivalent of his wage for twenty or twenty-four work days, as the case may be, in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;

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

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

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity: Provided that when an employee has during any period of eight consecutive weeks claimed payment in terms of this clause on two or more occasions for periods of three consecutive calendar days or less without producing such a certificate, his employer may during the next succeeding eight weeks, as a condition precedent to the payment by him of any amount claimed by such employee in terms of this clause require the employee to produce such a certificate irrespective of the duration of such 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 only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

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

(a) "employment" shall be deemed to include any period or periods during which an employee is absent—

- (i) on leave in terms of clause 6;
- (ii) on the instructions or at the request of his employer;
- (iii) on sick leave in terms of sub-clause (1);
- (iv) undergoing military training;

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

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

8. PUBLIC HOLIDAYS AND SUNDAYS.

(1) Subject to the provisions of clause 4 (6), if an employee does not work on a public holiday, his employer shall pay him for the week in which such day falls not less than his weekly wage: Provided that, if an employee is absent from work on the work day immediately preceding and the work day immediately succeeding any public holiday and is not entitled to payment for such work days, he shall not be entitled to payment in respect of such public holiday.

(2) Whenever an employee works on a public holiday 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 an amount calculated at a rate not less than his ordinary wage in respect of the total period worked by him on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(3) *Compensation for Work on a Sunday.*—Whenever an employee works on a Sunday, his employer shall, in addition to his weekly wage, either—

(a) pay to the employee—

- (i) if he so works for a period not exceeding four hours, not less than his daily wage;

geval, in elke tydkring van vier-en-twintig maande diens betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde skaal nie die koers van aanwas soos in die eerste voorbehoudsbepaling van hierdie subklousule gemeid, te bowe hoef te gaan nie;

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

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

(2) Voordat 'n werkgewer 'n bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk gedurende 'n tydperk wat oor meer as drie agtereenvolgende kalenderdae strek, mag hy dit as voorwaarde stel dat die werknemer 'n sertifikaat voorleë wat deur 'n geneesheer onderteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig: Met dien verstande dat wanneer 'n werknemer gedurende enige tydperk van agt agtereenvolgende weke by twee of meer geleenthede vir tydperke van drie agtereenvolgende kalenderdae of minder, betaling kragtens hierdie klousule geëis het sonder om so 'n sertifikaat voorleë, sy werkgewer gedurende die eersvolgende agt weke, voordat hy enige bedrag betaal wat deur die werknemer kragtens hierdie klousule geëis word, dit as voorwaarde mag stel dat die werknemer so 'n sertifikaat voorleë, ongeag die duur van dié afwesigheid.

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

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag enige tydperk of tydperke te omvat wat 'n werknemer afwesig is—

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

wat altesaam in 'n jaar hoogstens tien weke ten opsigte van items (i), (ii) en (iii) beloop, plus tot drie maande van enige tydperk van militêre opleiding wat hy in dié jaar ondergaan het, en enige tydperk wat 'n werknemer by dieselfde werkgewer werksaam was onmiddellik voor dié datum van die inwerkingtreding van hierdie Vasstelling, word by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende so 'n tydperk toegestaan is, word geag kragtens hierdie Vasstelling toegestaan te gewees het;

(b) beteken "ongeskiktheid" die onvermoë om te werk weens 'n siekte of besering wat nie deur die werknemer se eie wangedrag veroorsaak is nie: Met dien verstande dat enige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor daar ingevolge die Ongevalwet, 1941, skadeloosstelling betaalbaar is, sodanige onvermoë geag word ongeskiktheid te wees slegs ten opsigte van die tydperk van onvermoë om te werk waarvoor geen skadeloosstelling weens arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE EN SONDAE.

(1) Behoudens die bepalinge van klousule 4 (6), moet 'n werkgewer aan 'n werknemer wat nie op 'n openbare vakansiedag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val: Met dien verstande dat, indien 'n werknemer afwesig is van die werk op die werkdag wat 'n openbare vakansiedag onmiddellik voorafgaan, of onmiddellik daarop volg en nie geregtig is op betaling vir sodanige werkdag nie, hy nie geregtig is op betaling teen opsigte van so 'n openbare vakansiedag nie.

(2) Wanneer 'n werknemer op 'n openbare vakansiedag werk, moet sy werkgewer hom, behoudens die bepalinge van klousule 4 (6), vir die week waarin so 'n dag val minstens sy weekloon betaal, plus 'n bedrag bereken teen minstens sy gewone loon ten opsigte van die totale tydperk wat hy op so 'n dag werk: Met dien verstande dat, as daar vereis of toegelaat word dat die werknemer minder as vier uur op so 'n dag werk, daar geag word dat hy vier uur gewerk het.

(3) *Vergoeding vir werk op 'n Sondag.*—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer bo en behalwe sy weekloon—

(a) of aan die werknemer—

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

- (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) The provisions of this clause shall not apply to a senior managerial, professional or administrative employee if and for so long as such employee is in receipt of regular remuneration at a rate of not less than R180 per month, a casual employee, a traveller, a traveller's assistant or a watchman.

9. PIECE-WORK AND COMMISSION WORK.

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

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

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

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

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

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

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

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

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

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

- (ii) of, indien hy aldus vir 'n tydperk van langer as vier uur werk, minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk wat hy op so 'n Sondag werk, of minstens dubbel sy dagloon, na gelang van die grootste bedrag; of

- (b) hom minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die totale tydperk wat hy op sodanige Sondag werk en hom binne sewe dae vanaf so 'n Sondag een dag verlof toestaan en hom vir dié dag minstens sy dagloon betaal: Met dien verstande dat, as daar vereis word dat so 'n werknemer minder as vier uur op sodanige Sondag werk, daar geag word dat hy vier uur gewerk het.

(4) Die bepalings van hierdie klousule geld nie vir 'n senior bestuurs, professionele of administratiewe werknemer nie indien en solank as wat so 'n werknemer gereeld 'n besoldiging ontvang van minstens R180 per maand, of vir 'n los werknemer, 'n handelsreisiger, 'n handelsreisiger se hulp of 'n wag nie.

9. STUKWERK EN KOMMISSIEWERK.

(1) Na minstens een week kennisgewing aan sy werknemer, uitgesonderd 'n handelsreisiger, mag 'n werkgever 'n stukwerkstelsel invoer, en, behoudens die bepalings van klousule 4 (6), moet die werkgever 'n werknemer wat volgens so 'n stukwerkstelsel werk, besoldig teen die loon wat vir dié stelsel geld: Met dien verstande dat die werkgever, ongeag die hoeveelheid gedane werk, sodanige werknemer minstens die volgende moet betaal:—

- (a) In die geval van 'n ander werknemer as 'n los werknemer, ten opsigte van elke week waarin stukwerk verrig word, die bedrag wat hy so 'n werknemer vir dié week sou moes betaal het as hy besoldig was op die grondslag van tyd wat gewerk is;
- (b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk verrig word, die bedrag wat hy so 'n werknemer vir daardie dag sou moes betaal het as hy besoldig was op die grondslag van tyd wat gewerk is.

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

(3) 'n Werkgever wat voornemens is om 'n bestaande stukwerkstelsel of die lone wat daarvolgens geld, af te skaf of te wysig, moet aan sy werknemer in diens volgens so 'n stelsel minstens een maand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgever en sy werknemer oor 'n langer termyn van kennisgewing mag ooreenkom en dan moet die werkgever minstens die tydperk waarvoor ooreengekom is, kennis gee.

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

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

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

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

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

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

10. PROHIBITION OF EMPLOYMENT.

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to launder any such uniform, overall or protective clothing in which event the employer shall pay such employee an allowance of not less than 10 cents every week.

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

- during the first four weeks of employment, not less than one work day's notice;
- in the case of a weekly employee, not less than one week's notice after the first four weeks of employment;
- in the case of a monthly employee, not less than two weeks' notice after the first four weeks of employment,

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

- in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;
- in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination;
- in the case of two weeks' notice, double the weekly wage which the employee is receiving at the time of such termination;

Provided that this shall not affect—

- the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- 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;
- the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts;

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

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

(3) The notice prescribed in sub-clause (1) (b) and (c) shall be given—

- in the case of a weekly employee on a work day and shall run from the day on which it is given;
- in the case of a monthly employee, on or before the first or fifteenth day of a calendar month and shall run from such first or fifteenth day, as the case may be;

Provided—

- that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or any period of military training; and
- that notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.

(4) Where only one work day's notice is required to be given such notice may be given on any work day.

13. CERTIFICATE OF SERVICE.

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

10. VERBOD OP INDIENSNEMING.

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy vereis dat sy werknemer moet dra of wat enige wet of regulasie hom verplig om aan sy werknemer te verskaf, gratis verskaf en in bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander-beskermende klere bly die eiendom van die werkgewer; Met dien verstande dat 'n werkgewer kan vereis dat 'n werknemer sodanige uniform, oorpak of beskermende klere was en stryk, en dan moet die werkgewer so 'n werknemer 'n toelae van minstens 10 sent per week betaal.

12. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet soos volg daarvan kennis gee:—

- Gedurende die eerste vier weke diens, minstens een werkdag;
- in die geval van 'n werknemer wat op 'n weeklikse grondslag werk, minstens een week na die eerste vier weke diens;
- in die geval van 'n werknemer wat op 'n maandelikse grondslag werk, minstens twee weke na die eerste vier weke diens,

of 'n werkgewer of werknemer mag die kontrak sonder opsegging beëindig deurdat die werkgewer, in plaas van opsegging, aan die werknemer minstens die volgende betaal, of die werknemer aan die werkgewer minstens die volgende betaal of verbeur, na gelang van die geval:—

- In die geval van een werkdag opsegging, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- in die geval van 'n week opsegging, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- in die geval van twee weke opsegging, dubbel die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat dit nie die volgende raak nie:—

- Die reg van 'n werkgewer of 'n werknemer om op regsgeldige grond die kontrak sonder opsegging te beëindig;
- 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n opseggingstermyn wat vir albei partye ewe lank is en langer is as dié wat hierdie klousule voorskryf;
- die inwerkingtreë van enige verbeurings- of boetes wat by wet geld vir 'n werknemer wat dros;

Voorts met dien verstande dat, indien die loon van 'n werknemer teen die datum van die beëindiging verminder is deur bedrae wat ten opsigte van korttyd afgetrek is, die uitdrukking "ten tyde van sodanige beëindiging ontvang", wanneer 'n werkgewer 'n werknemer in plaas van kennisgewing betaal, geag word "ten tyde van sodanige beëindiging sou ontvang het as geen bedrae ten opsigte van korttyd afgetrek was nie", te beteken.

(2) Indien daar 'n ooreenkoms kragtens die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling of verbeuring in plaas van opsegging ooreenkom met die ooreengekome opseggingstermyn.

(3) Die opsegging in subklousule (1) (b) en (c) voorgeskryf, moet soos volg geskied:—

- In die geval van 'n werknemer wat op 'n weeklikse grondslag werk, op 'n werkdag, en geld van die dag waarop dit geskied;
- in die geval van 'n werknemer wat op 'n maandelikse grondslag werk, voor of op die eerste of vyftiende dag van 'n kalendermaand, en geld van sodanige eerste of vyftiende dag, na gelang van die geval;

Met dien verstande—

- dat die opseggingstermyn nie mag saamval nie met, en die opsegging nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof toegestaan kragtens klousule 6, of enige tydperk van militêre opleiding;
- dat opsegging nie gedurende 'n werknemer se afwesigheid met siekteverlof wat kragtens klousule 7 verleen is, mag geskied nie.

(4) Waar slegs een werkdag opsegging vereis word, mag sodanige opsegging op enige werkdag geskied.

13. DIENSSERTIFIKAAT.

Wanneer die dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat verskaf wesenlik in die vorm soos in Bylae van hierdie Vasstelling voorgeskryf en waarin die volle naam van die werkgewer en van sy werknemer, die beroep van die werknemer, die aanvangs- en die aflooptdatum van die kontrak en die werknemer se weekloon ten tyde van die datum van sodanige beëindiging aangegee word.

SCHEDULE.

I/We (a).....carrying
on trade in the Liquid Fuel and Oil Trade at.....
.....
.....
hereby certify that.....
was employed by me/us (a) from the.....day of
19.....to the.....day of
19.....in the occupation of
(b).....At the termination of employment
his/her (a) wage was.....rand
.....cents per week.

(Signature of Employer or Authorised
Representative).

Date.....

- (a) Delete whichever inapplicable.
(b) State occupation in which employee was wholly or mainly
engaged, e.g., clerk, pump mechanic, general worker,
grade I.

No. R. 2031.] [7 December 1962.
WAR MEASURES ACT, 1940.

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

LIQUID FUEL AND OIL TRADE, REPUBLIC OF
SOUTH AFRICA.

On behalf of the Minister of Labour, I, MARAIS
VILJOEN, Deputy-Minister of Labour, in terms of sub-
regulation (1) of regulation 4 of the regulations published
under War Measure No. 43 of 1942, as amended, hereby
suspend the operation of the said regulations in respect
of all employees for whom wages are prescribed in
clause 3 of the Wage Determination for the Liquid Fuel
and Oil Trade, Republic of South Africa, published
under Government Notice No. 2030 of the 7th December,
1962.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 2032.] [7 December 1962.
FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941, AS AMENDED.

LIQUID FUEL AND OIL TRADE, REPUBLIC OF
SOUTH AFRICA.

On behalf of the Minister of Labour, I, MARAIS
VILJOEN, Deputy-Minister of Labour, in terms of sub-
section (1) of section *twenty-two* of the Factories,
Machinery and Building Work Act, 1941, as amended,
declare the provisions of the Determination for the
Liquid Fuel and Oil Trade, published under Government
Notice No. 2030 of the 7th December, 1962, on the whole
to be not less favourable to the employees whose hours
of work and remuneration in respect of overtime, public
holidays and work on Sundays and public holidays are
regulated thereby than the relative provisions of the said
Act.

M. VILJOEN,
Deputy-Minister of Labour.

BYLAE.

Ek/Ons (a).....wat sake
doen in die Vloeibare Brandstof- en Oliebedryf te.....
.....
.....
sertifiseer hierby dat.....
in my/ons diens was vanaf die.....dag van
19.....tot die.....
dag van 19.....in die beroep van
(b).....
By diensbeëindiging was sy/haar (a) loon.....
Rand.....sent
per week.

Handtekening van werkgewer of gemagtigde
vertegenwoordiger.

Datum.....

- (a) Skrap wat nie van toepassing is nie.
(b) Meld die beroep waarin die werknemer uitsluitlik of hoof-
saaklik in diens was, bv. klerk, pompwerktuigkundige,
algemene werker graad I.

No. R. 2031.] [7 Desember 1962.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-
KOSTETOELAE BETAALBAAR INGEVOLGE
OORLOGSMAATREËL No. 43 VAN 1942, SOOS
GEWYSIG.

VLOEIBARE BRANDSTOF- EN OLIEBEDRYF,
REPUBLIC VAN SUID-AFRIKA.

Namens die Minister van Arbeid, skort ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, kragtens die
bepalings van subregulasie (1) van regulasie 4 van die
regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942,
soos gewysig, hierby die toepassing van genoemde regu-
lasies op ten opsigte van alle werknemers vir wie lone voor-
geskryf word in klousule 3 van die Loonvasstelling vir die
Vloeibare Brandstof- en Oliebedryf, Republiek van Suid-
Afrika, gepubliseer by Goewermentskennisgewing No. 2030
van 7 Desember 1962.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 2032.] [7 Desember 1962.
WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941, SOOS GEWYSIG.

VLOEIBARE BRANDSTOF- EN OLIEBEDRYF,
REPUBLIC VAN SUID-AFRIKA.

Namens die Minister van Arbeid, verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, kragtens sub-
artikel (1) van artikel *twee-en-twintig* van die Wet op
Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig,
dat die bepalings van die Vasstelling vir die Vloeibare
Brandstof- en Oliebedryf, gepubliseer by Goewerments-
kennisgewing No. 2030 van 7 Desember 1962, oor die
algemeen nie vir die werknemers wie se werkure en
beloning ten opsigte van oortyd, openbare feesdae en werk
op Sondag en openbare feesdae daarby gereël word, minder
gunstig as die desbetreffende bepalings van genoemde Wet
is nie.

M. VILJOEN,
Adjunk-minister van Arbeid.

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