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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 556.]

[10 April 1964.]

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 250.

TEA, COFFEE AND CHICORY INDUSTRY,
CERTAIN AREAS.

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 Tea, Coffee and Chicory Industry, Certain Areas, and has fixed the 4th day of May, 1964, 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, other than managers, in the Tea, Coffee and Chicory Industry in the following areas:—

Cape Province.—The Magisterial Districts of Bellville, the Cape, Simonstown and Wynberg and the municipal areas of East London, Kimberley and Port Elizabeth;

Natal.—The Magisterial Districts of Durban, Inanda and Pinetown and the municipal areas of Estcourt and Pietermaritzburg;

Orange Free State.—The Magisterial Districts of Bloemfontein, Sasolburg, Virginia and Welkom;

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Randfontein, Roodepoort, Springs, Vanderbijlpark and Vereeniging and the municipal area of Pretoria;

and to the employers of such employees.

2. DEFINITIONS.

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

(i) "artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression "skilled

GOEWERMENTS'KENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 556.]

[10 April 1964.]

LOONWET No. 5 VAN 1957.

LOONVASSTELLING No. 250.

TEE-, KOFFIE- EN SIGOREINYWERHEID,
SEKERE GEBIEDE.

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 Tee-, Koffie en Sigoreinywerheid, Sekere Gebiede, gemaak het en die 4de dag van Mei 1964, bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN OMVANG VAN DIE VASSTELLING.

Hierdie Vasstelling is van toepassing op alle werknemers, uitgesonderd bestuurders, in die Tee-, Koffie- en Sigoreinywerheid in die volgende gebiede:—

Kaapprovinsie—die landdrostdistrikte Bellville, die Kaap, Simonstad en Wynberg en die munisipale gebiede van Oos-Londen, Kimberley en Port Elizabeth;

Natal—die landdrostdistrikte Durban, Inanda en Pinetown en die munisipale gebiede van Estcourt en Pietermaritzburg;

Oranje-Vrystaat—die landdrostdistrikte Bloemfontein, Sasolburg, Virginia en Welkom;

Transvaal—die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Randfontein, Roodepoort, Springs, Vanderbijlpark en Vereeniging en die munisipale gebied van Pretoria;

en op die werkgewers van sodanige werknemers.

2. WOORDOMSKRYWING.

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

(i) „afdeling kitsklaarkoffie” daardie afdeling van die Tee-, Koffie- en Sigoreinywerheid wat koffiepoeier, geursels of ekstrakte, gereed vir gebruik, vervaardig; (xliii)

- 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; (iii)
- (ii) "assistant foreman" means an employee who, under the general supervision of a foreman, performs any of the duties of a foreman and who may act for him during his absence; (viii)
- (iii) "assistant roaster" means an employee who, under the general supervision of a roaster, operates a roasting machine and who may take samples to test the colour or the degree of a roast; (v)
- (iv) "assistant roaster, qualified," means an assistant roaster who has had not less than eighteen months' experience; (vi)
- (v) "assistant roaster, unqualified," means an assistant roaster who has had less than eighteen months' experience; (vii)
- (vi) "boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain and draw the fire in such boiler; (xxxviii)
- (vii) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (xlvii)
- (viii) "chargehand" means an employee who is in charge of a group of labourers; (lii)
- (ix) "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 not containing the products of the establishment, except where such products are used or intended for use as samples; (xxviii)
- (x) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, storeman, despatch clerk and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work; (xxxix)
- (xi) "clerk, female, qualified," means a female clerk who has had not less than four years' experience; (xlii)
- (xii) "clerk, female, unqualified," means a female clerk who has had less than four years' experience; (xliii)
- (xiii) "clerk, male, qualified," means a male clerk who has had not less than five years' experience; (xl)
- (xiv) "clerk, male, unqualified," means a male clerk who has had less than five years' experience; (xli)
- (xv) "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; (xlv)
- (xvi) "continuous process worker" means an employee who is engaged in an activity in which continuous working by means of three consecutive shifts per day on seven days per week is necessary; (lxxi)
- (xvii) "day" means the period of twenty-four hours from midnight to midnight: Provided that in the case of a continuous process worker or a shift worker it shall mean a period of twenty-four hours reckoned from the time such an employee normally commences work; (xxix)
- (xviii) "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; (lxii)
- (xix) "driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (xxiii)
- (xx) "driver salesman" means an employee who delivers and sells goods from a motor vehicle, who drives such vehicle and who may canvass for orders; (xxiv)
- (xxi) "driver salesman, qualified," means a driver salesman who has had not less than six months' experience; (xxv)
- (xxii) "driver salesman, unqualified," means a driver salesman who has had less than six months' experience; (xxvi)
- (xxiii) "drying plant operator" means an employee in the instant coffee section who is in charge of and responsible for the operation of a drying plant; (ix)
- (xxiv) "drying plant operator, qualified," means a drying plant operator who has had not less than eighteen months' experience; (x)
- (xxv) "drying plant operator, unqualified," means a drying plant operator who has had less than eighteen months' experience; (xi)
- (ii) "algemene werksman" 'n werknemer wat kleinere herstelwerk of verstellings, uitgesonderd roetineverstellings, aan masjinerie, installasies of toerusting doen en wat ook kleinere herstelwerk of opknapping aan geboue mag doen; (xlii)
- (iii) "ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word en by die toepassing van hierdie woordomskriving beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheid-sertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur bedoelde Registrateur aan hom uitgereik ingevolge of artikel twee (7) of artikel sewe (3) van gemelde Wet; (i)
- (iv) "arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:—
- (1) Op aflewering voertuie help maar nie bestuur of herstelwerk doen nie;
 - (2) deur middel van 'n nie-kragaangedrewe toestel dra, ophang, opstapel of verplaas;
 - (3) persele of voertuie of meubels, gereedskap of gerei of ander artikels skoonmaak;
 - (4) houers met 'n inhoud van meer as 10 lb. toelyst of met kleefstrokies toemaak;
 - (5) 'n masjien, uitgesonderd 'n vul-, verpakings- of weegmasjien, voer of leeg maak;
 - (6) stortkaste met die hand vul;
 - (7) tuinwerk, dit wil sê, plant, spit, hark, gras sny, onkruid uitroei, natmaak, heinings knip of tuinmateriaal vermeng of spreid;
 - (8) voering in houers sit;
 - (9) met die hand laai of aflaai;
 - (10) tee of dergelike drankie vir werknemers of sy werkgewer maak of hulle daarmee bedien;
 - (11) vure maak of onderhou of as verwyder;
 - (12) tee met die hand of met 'n graaf meng;
 - (13) voertuie, uitgesonderd motorvoertuie, olie of smeer;
 - (14) onder toesig krane of kleppe oop- of toemaak (uitgesonderd in die afdeling kitsklaarkoffie);
 - (15) deure, kiste of sakke oop- of toemaak;
 - (16) 'n handhystoestel of goederhyser bedien;
 - (17) 'n nie-kragaangedrewe voertuig stoot of trek;
 - (18) karton- of veselbordhouers met die hand monteer;
 - (19) met die hand sjabloneer;
 - (20) roer;
 - (21) flesse met die hand was; (xlv)
- (v) "assistent-brander" 'n werknemer wat onder die algemene toesig van 'n brander 'n brandmasjien bedien en monsterters mag neem om die kleur of graad van 'n brandsel te toets; (iii)
- (vi) "assistent-brander, gekwalifiseerd," 'n assistent-brander met minstens agttien maande ondervinding; (iv)
- (vii) "assistent-brander, ongekwalifiseerd," 'n assistent-brander met minder as agttien maande ondervinding; (v)
- (viii) "assistent-voorman" 'n werknemer wat onder die algemene toesig van 'n voorman enige van die pligte van 'n voorman verrig en wat tydens sy afwesigheid namens hom mag optree; (ii)
- (ix) "bediener van 'n drooginstallasie" 'n werknemer in die afdeling kitsklaarkoffie wat beheer het oor en verantwoordelik is vir die funksionering van 'n drooginstallasie; (xxiii)
- (x) "bediener van 'n drooginstallasie, gekwalifiseerd," 'n bediener van 'n drooginstallasie met minstens agttien maande ondervinding; (xxiv)
- (xi) "bediener van 'n drooginstallasie, ongekwalifiseerd," 'n bediener van 'n drooginstallasie met minder as agttien maande ondervinding; (xxv)
- (xii) "bediener van 'n ekstraheerinstallasie" 'n werknemer in die afdeling kitsklaarkoffie wat beheer het oor en verantwoordelik is vir die meng van bestanddele en die funksionering van 'n ekstraheerinstallasie; (xxix)
- (xiii) "bediener van 'n ekstraheerinstallasie, gekwalifiseerd," 'n bediener van 'n ekstraheerinstallasie met minstens agttien maande ondervinding; (xxx)
- (xiv) "bediener van 'n ekstraheerinstallasie, ongekwalifiseerd," 'n bediener van 'n ekstraheerinstallasie met minder as agttien maande ondervinding; (xxxi)
- (xv) "bediener van 'n meng- of maalmasjien, gekwalifiseerd," 'n bediener van 'n meng- of maalmasjien met minstens twaalf maande ondervinding; (xlvii)
- (xvi) "bediener van 'n meng- of maalmasjien, ongekwalifiseerd," 'n bediener van 'n meng- of maalmasjien met minder as twaalf maande ondervinding; (xlviii)
- (xvii) "bediener van 'n mobiele hystoestel" 'n werknemer wat 'n mobiele kragaangedrewe hystoestel bedien wat vir die laai, aflaai, verplaas of opstapel van goedere in 'n bedryfsinrigting gebruik word; (xlix)
- (xviii) "bediener van 'n mobiele hystoestel, gekwalifiseerd," 'n bediener van 'n mobiele hystoestel met minstens drie maande ondervinding; (l)
- (xix) "bediener van 'n mobiele hystoestel, ongekwalifiseerd," 'n bediener van 'n mobiele hystoestel met minder as drie maande ondervinding; (li)

(xxvi) "emergency work" means—

- (1) any work which, owing to unforeseen circumstances, such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay;
- (2) any work connected with the loading or unloading of—
 - (i) trucks or vehicles of the South African Railways and Harbours; or
 - (ii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours; or
- (3) any work in connection with the cleaning, overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours;
- (4) any work necessitated by a delay in the drying of soluble coffee owing to weather conditions; (li)

(xxvii) "establishment" means any premises in or in connection with which one or more employees are employed in the Tea, Coffee and Chicory Industry; (xxi)

(xxviii) "experience" means—

- (1) in relation to a clerk or a factory clerk, the total period or periods of employment which an employee has had in any trade or in the service of the State as a clerk or a factory clerk, respectively;
- (2) in relation to any other class of employee, the total period or periods of employment which an employee has had in his class in the Tea, Coffee and Chicory Industry; (lii)

(xxix) "extraction plant operator" means an employee in the instant coffee section who is in charge of and responsible for the mixing of ingredients and the operation of an extraction plant; (xii)

(xxx) "extraction plant operator, qualified," means an extraction plant operator who has had not less than eighteen months' experience; (xiii)

(xxxi) "extraction plant operator, unqualified," means an extraction plant operator who has had less than eighteen months' experience; (xiv)

(xxxii) "factory clerk" means an employee who, under the supervision of a foreman or a qualified male clerk, is engaged in any one or more of the following operations—

- (1) assembling orders according to order forms or invoices;
- (2) issuing labels or packing materials and keeping records thereof;
- (3) issuing passes, certificates, of service or time cards;
- (4) making out or filing consignment or delivery notes;
- (5) recording outgoing or incoming stocks; (xxxi)

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

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

(xxxv) "foreman" means an employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (lxiii)

(xxxvi) "grade I employee" means an employee who is engaged in any one or more of the following capacities or operations—

- (1) boiling sugar;
- (2) closing bags or other containers by sewing or stapling machine;
- (3) cooking food;
- (4) closing or sealing metal containers by machine;
- (5) cutting stencils;
- (6) filling bottles, bags or other containers, other than the filling of bottles with liquid coffee;
- (7) folding or pasting wrappers;
- (8) heat sealing containers;
- (9) labelling or perforating labels;
- (10) making boxes by machine;
- (11) making paper bags or linings;
- (12) marking or branding;
- (13) opening or closing cocks or valves in the instant coffee section;
- (14) operating a grading, paper cutting or washing machine;
- (15) operating an evaporation plant in the instant coffee section;
- (16) operating a vacuumising or seaming machine;
- (17) packing made-up packets of different sizes or weights for despatch or stores;
- (18) packing in quantities under 10 lb;
- (19) packing machine operator;
- (20) setting sizes on paper cutting machines;
- (21) taking off soluble coffee powder and marking containers;
- (22) weighing or recording weights; (lxv)

(xxxvii) "grade I employee, qualified," means a grade I employee who has had not less than nine months' experience; (lxvi)

(xxxviii) "grade I employee, unqualified," means a grade I employee who has had less than nine months' experience; (lxvii)

(xx) „bediener van 'n verpakkingsmasjien" 'n werknemer wat 'n kragaangedrewe masjien bedien wat pakkies of sakkies maak, vorm of oopmaak en hulle vul of versel; (liv)

(xxi) „bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die tee-, koffie- en sigoreinywerheid in diens is; (xxvii)

(xxii) „bestuurder" 'n werknemer wat deur sy werkgever belas is met die algemene—

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

die bedrywighede van 'n bedryfsinrigting en die werknemers wat daarin werk; (xlv)

(xxiii) „bestuurder van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig bestuur, en by die toepassing van hierdie woordomskrifing 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 vrag en alle tyd wat hy verplig is om op sy pos gereed te bly om te bestuur; (xix)

(xxiv) „bestuurder-verkoper" 'n werknemer wat goedere vanaf 'n motorvoertuig aflewer en verkoop, wat sodanige voertuig bestuur en wat bestellings mag werf; (xx)

(xxv) „bestuurder-verkoper, gekwalifiseerd," 'n bestuurder-verkoper met minstens ses maande ondervinding; (xxi)

(xxvi) „bestuurder-verkoper, ongekwalifiseerd," 'n bestuurder-verkoper met minder as ses maande ondervinding; (xxii)

(xxvii) „brander" 'n werknemer wat in beheer is van die brandproses en wat algemene toesig oor assistent-branders hou en wat temperatuur, brandtye, materiaalverbruik en gewigte mag aanteken; (lvi)

(xxviii) „chauffeur" 'n werknemer wat 'n motorvoertuig bestuur wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgever of van personele, klante of besoekers en ook gebruik mag word vir die vervoer van dokumente of pakkette wat nie die produkte van die bedryfsinrigting bevat nie, uitgesonderd waar sodanige produkte as monsters gebruik word of bedoel is om so gebruik te word; (ix)

(xxix) „dag" 'n tydperk van vier-en-twintig uur van middernag tot middernag: Met dien verstande dat, wat 'n werknemer in 'n kontinue proses of 'n skofwerker betref, dit 'n tydperk van vier-en-twintig uur, bereken vanaf die tyd wat die werknemer gewoonlik met sy werk begin, beteken; (xvii)

(xxx) „eie gewig" die gewig van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat in die geval van 'n twee- of driewielige motorfiets, bromponie of bromfiets of trapiets met hulpmotor, die eie gewig geag word hoogstens 1,000 lb. te wees; (lxix)

(xxxi) „fabrieksklerk" 'n werknemer wat onder toesig van 'n voorman of 'n gekwalifiseerde manlike klerk een of meer van die volgende werksaamhede verrig:—

- (1) van bestelformuliere of fakture bestellings opmaak;
- (2) etikette of verpakkingsmateriaal uitreik en daarvan aantekening hou;
- (3) passe, dienssertifikate of tydkaarte uitreik;
- (4) vrag- of afleweringsbriewe uitskrif of lisseer;
- (5) uitgaande of inkomende voorrade aanteken; (xxxii)

(xxxii) „fabrieksklerk, gekwalifiseerd," 'n fabrieksklerk met minstens twaalf maande ondervinding; (xxxiii)

(xxxiii) „fabrieksklerk, ongekwalifiseerd," 'n fabrieksklerk met minder as twaalf maande ondervinding; (xxxiv)

(xxxiv) „handelsreisiger" 'n werknemer wat as reisende verteenwoordiger van 'n bedryfsinrigting vir so 'n inrigting bestellings werf, vra of soek; (lxv)

(xxxv) „handelsreisiger, gekwalifiseerd," 'n handelsreisiger met minstens twaalf maande ondervinding; (lxvi)

(xxxvi) „handelsreisiger, ongekwalifiseerd," 'n handelsreisiger met minder as twaalf maande ondervinding; (lxvii)

(xxxvii) „handelsreisiger se hulp" 'n werknemer wat 'n handelsreisiger vergesel en 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; (lxviii)

(xxxviii) „ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en die stoomdruk in 'n stoomketel instandhou en wat die vuur in so 'n stoomketel kan maak of stook of daar uithaal; (vi)

(xxxix) „klerk" 'n werknemer wat skryf-, tik-, lisseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, magasynmeester, versendingsklerk en skakelbordtelefonis, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, ook al vorm klerklike werk 'n deel van so 'n werknemer se werk; (x)

(xl) „klerk, man, gekwalifiseerd," 'n manlike klerk met minstens vyf jaar ondervinding; (xiii)

(xli) „klerk, man, ongekwalifiseerd," 'n manlike klerk met minder as vyf jaar ondervinding; (xiv)

(xlii) „klerk, vrou, gekwalifiseerd," 'n vroulike klerk met minstens vier jaar ondervinding; (xi)

(xliii) „klerk, vrou, ongekwalifiseerd," 'n vroulike klerk met minder as vier jaar ondervinding; (xii)

- (xxxix) "grade II employee" means an employee who is engaged in any one or more of the following operations—
- (1) cleaning machinery or plant;
 - (2) closing, by glueing or with gummed strips, containers containing less than 10 lb.;
 - (3) delivering, conveying or collecting messages, parcels, letters or goods on foot or by means of a non-power-driven vehicle;
 - (4) filling bottles with liquid coffee by hand;
 - (5) packing in quantities of 10 lb. or over;
 - (6) packing articles of uniform size and number into containers specially made to contain such articles;
 - (7) repairing boxes or crates by hand; (lxviii)
- (xl) "grade II employee, qualified," means a grade II employee who has had not less than three months' experience; (lxix)
- (xli) "grade II employee, unqualified," means a grade II employee who has had less than three months' experience; (lxx)
- (xlii) "handyman" means an employee who is engaged in making minor repairs or adjustments, other than routine adjustments, to machinery, plant or equipment, and who may effect minor repairs or renovations to buildings; (ii)
- (xliii) "Instant Coffee Section" means that section of the Tea, Coffee and Chicory Industry which is engaged in the manufacture of ready to use coffee powder, essence or extracts; (i)
- (xliv) "labourer" means an employee who is engaged in any one or more of the following operations—
- (1) assisting on delivery vehicles, other than driving or effecting repairs;
 - (2) carrying, lifting, stacking or moving, by non-power-driven device;
 - (3) cleaning premises or vehicles or furniture, tools, utensils or other articles;
 - (4) closing, by glueing or with gummed strips, containers containing more than 10 lb.;
 - (5) feeding or taking off from a machine, other than a filling, packing or weighing machine;
 - (6) filling hoppers by hand;
 - (7) gardening work, i.e., planting, digging, raking, mowing, weeding, watering, trimming hedges or spreading or mixing gardening materials;
 - (8) lining containers;
 - (9) loading or unloading by hand;
 - (10) making tea or similar beverages for or serving such to employees or his employer;
 - (11) making or maintaining fires or removing ashes;
 - (12) mixing tea by hand or shovel;
 - (13) oiling or greasing vehicles, other than motor vehicles;
 - (14) opening or closing cocks or valves (other than in the instant coffee section) under supervision;
 - (15) opening or closing doors, boxes or bags;
 - (16) operating a hand hoist or goods lift;
 - (17) pushing or pulling a non-power-driven vehicle;
 - (18) setting up cardboard or fibre board containers by hand;
 - (19) stencilling by hand;
 - (20) stirring;
 - (21) washing bottles by hand;
- (xlv) "machine operator" means an employee who operates, attends, starts or stops a power-driven machine, who scrutinises or checks the work done by the machine, who may make minor running adjustments to the machine and who may feed into, or take off from, such machine, and the expression "operating a machine" has a corresponding meaning; (xlix)
- (xlvi) "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; (xxii)
- (xlvii) "mixing or grinding machine operator, qualified," means a mixing or grinding machine operator who has had not less than twelve months' experience; (xv)
- (xlviii) "mixing or grinding machine operator, unqualified," means a mixing or grinding machine operator who has had less than twelve months' experience; (xvi)
- (xlix) "mobile hoist operator" means an employee who is engaged in operating a mobile power-driven hoist used in the loading, unloading, moving or stacking of goods in an establishment; (xvii)
- (i) "mobile hoist operator, qualified," means a mobile hoist operator who has had not less than three months' experience; (xviii)
 - (ii) "mobile hoist operator, unqualified," means a mobile hoist operator who has had less than three months' experience; (xix)
 - (iii) "motor vehicle" means any power-driven vehicle used for conveying goods, other than traveller's samples, and includes a mechanical horse and a tractor but does not include a mobile hoist; (i)
- (xliv) „kommissiewerk" 'n stelsel waarvolgens 'n handelsreisiger se beloning bereken word na die getal of waarde van die bestellings wat hy aan sy werkgever voorlê en wat laasgenoemde aanvaar; (xv)
- (xlv) „korityd" 'n tydelike vermindering van die getal gewone werkure te wyte aan 'n slapte in die bedryf, 'n tekort aan grondstowwe of aan die feit dat die masjinerie of installasie uit orde is of dat die geboue onbruikbaar is of dreig om dit te word; (lix)
- (xlvii) „loon" die geldbedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos in klousule 5 voorgeskryf: Met dien verstande—
- (i) dat as 'n werkgever 'n werknemer vir sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié wat in klousule 3 (1) voorgeskryf word, dit die hoër bedrag beteken;
 - (ii) dat die eerste voorbehoudsbepaling nie so uitgelê word dat dit enige beloning raak of omvat wat 'n werknemer in diens op 'n basis waarvoor klousule 9 voorsiening maak, ontvang het bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige basis in diens was nie; (lxx)
- (xlviii) „los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is; (vii)
- (xlviii) „magasynmeester" 'n werknemer wat die algemene beheer het oor die voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wie se plig dit is om in 'n magazyn of pakhuis goedere te ontvang, op te berg, te verpak of uit te pak of om uit 'n magazyn of pakhuis goedere, hetsy aan die verbruikende afdelings in 'n bedryfsinrigting, of ter versending, af te gee; (lx)
- (xlix) „masjienbediener" 'n werknemer wat 'n kragaangedrewe masjien bedien, versorg, aansit of stopsit, wat die werk wat die masjien lewer nasien of kontroleer, wat kleinere lopende verstellings aan die masjien mag doen en wat sodanige masjien mag voer of leeg maak en die uitdrukking „'n masjien bedien" het 'n ooreenstemmende betekenis; (xlv)
- (i) „motorvoertuig" 'n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere, uitgesonderd 'n handelsreisiger se monsters, en omvat dit ook 'n voorhaker en 'n trekker maar nie 'n mobiele hystoestel nie; (lii)
 - (ii) „noodwerk"—
- (1) alle werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, gewelddaad, diefstal of die defek raak van installasies of masjinerie, sonder versuim gedoen moet word;
 - (2) alle werk in verband met die laai of aflaai van—
- (i) spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens; of
 - (ii) voertuie wat deur 'n vervoerkontraktant gebruik word in die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens;
- (3) alle werk in verband met die skoonmaak, nasien of herstel van 'n installasie of masjinerie wat nie gedurende die gewone werkure gedoen kan word nie;
 - (4) alle werk wat deur oponthoud weens weersomstandighede by die droog van oplosbare koffie veroorsaak word; (xxvi)
- (lii) „onderbaas" 'n werknemer wat in beheer is van 'n groep arbeiders; (viii)
- (liii) „ondervinding", met betrekking tot—
- (a) 'n klerk of 'n fabrieksklerk, die totale tydperk of tydperke diens wat 'n werknemer as klerk of fabrieksklerk, onderskeidelik in enige bedryf of in diens van die Staat gehad het;
 - (b) enige ander klas werknemer, die totale tydperk of tydperke diens wat hy as werknemer van sy klas in die tee-, koffie- en sigarenywerheid gehad het; (xxviii)
- (liv) „oortyd" dié gedeelte van enige tydperk wat langer is as die onderskeie gewone werkure in subklousules (1), (2) en (3) van klousule 5 vir 'n werknemer voorgeskryf waarin sodanige werknemer in enige week of op enige dag, al na die geval, vir sy werkgever werk maar dit sluit nie enige tydperk in waarin 'n werknemer—
- (1) wie se gemelde werkure in subklousule (1) van klousule 5 voorgeskryf word op 'n Sondag vir sy werkgever werk nie;
 - (2) wie se gemelde werkure in subklousule (2) van klousule 5 voorgeskryf word op sy rusdag vir sy werkgever werk nie; (liii)
- (lv) „opsigter" 'n werknemer wat toesig hou oor 'n groep werknemers graad I of graad II en wat verder toesig mag hou oor 'n groep arbeiders; (lxi)
- (lvi) „senior besturende, professionele of administratiewe werknemer" 'n werknemer wat deur die werkgever belas is met werk wat die verantwoordelikheid meebring om by die uitvoering van die bedryfsinrigting se werksaamhede besluite van professionele of administratiewe aard te neem; (lvii)

- (liii) "overtime" means that portion of any period during which an employee works for his employer during any week or on any day, as the case may be, which is in excess of the respective ordinary hours of work prescribed for such employee in sub-clauses (1), (2) or (3) of clause 5, but does not include any period during which an employee—
- (i) whose said hours are prescribed in sub-clause (1) of clause 5, works for his employer on a Sunday;
 - (ii) whose said hours are prescribed in sub-clause (2) of clause 5, works for his employer on his day of rest; (liv)
- (liv) "packing machine operator" means an employee who operates a power-driven machine which makes, forms or opens packets or bags and fills or seals them; (xx)
- (lv) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (lix)
- (lvi) "roaster" means an employee who is in charge of the roasting process and who is in general supervision of assistant roasters and who may record temperatures, roasting times, materials used and weights; (xxvii)
- (lvii) "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; (lvi)
- (lviii) "shift worker" means an employee who is engaged on shift work in an establishment in which three consecutive shifts per day on five or six days per week are worked; (lvii)
- (lix) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a general breakdown of plant or machinery or an actual breakdown or threatened breakdown of buildings; (xlv)
- (lx) "storeman" means an employee who is in general charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch; (xlviii)
- (lxi) "supervisor" means an employee who is in charge of a group of grade I employees or grade II employees and who may in addition be in charge of a group of labourers; (lv)
- (lxii) "tea" includes rooibos tea and bossies tea; (lx)
- (lxiii) "Tea, Coffee and Chicory Industry" means the industry in which employers and employees are associated for the purpose of performing any one or more of the following activities viz.—
- (a) the packing or wrapping of tea, coffee or chicory or any product used either in mixing with coffee or chicory, or for addition to coffee or chicory;
 - (b) the roasting or grinding of coffee, chicory or any product used either in mixing with coffee or chicory, or for addition to coffee or chicory;
 - (c) the manufacture of ready to use tea or coffee powder, essences or extracts;
- and includes all operations incidental to or consequent on any of the aforesaid activities; (lxi)
- (lxiv) "trailer" means any conveyance drawn by a motor vehicle; (lviii)
- (lxv) "traveller" means an employee who, as a travelling representative of an establishment and on behalf of such establishment, invites, canvasses or solicits orders; (xxxiv)
- (lxvi) "traveller, qualified," means a traveller who has had not less than twelve months' experience; (xxxv)
- (lxvii) "traveller, unqualified," means a traveller who has had less than twelve months' experience; (xxxvi)
- (lxviii) "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; (xxxvii)
- (lxix) "unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three-wheeled motor cycle, motor scooter or auto-cycle fitted with an auxiliary engine the unladen weight shall be deemed not to exceed 1,000 lb.; (xxx)
- (lxx) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided—
- (i) that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;
- (lvii) „skofwerker” ’n werknemer wat skofwerk doen in ’n bedryfsinrigting waarin drie opeenvolgende skofte op ’n dag op vyf of ses dae in ’n week gewerk word; (lviii)
- (lviii) „sleepwa” enige voertuig wat deur ’n motorvoertuig getrek word; (lxiv)
- (lix) „stukwerk” ’n stelsel waarvolgens ’n werknemer se beloning op die hoeveelheid gedane werk gebaseer is; (lv)
- (lx) „tee” ook rooibostee en bossiestee; (lxii)
- (lxi) „tee, koffie- en sigoreinywerheid” die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om een of meer van die volgende werksaamhede te verrig, naamlik—
- (a) die verpak of toedraai van tee, koffie, sigorei of enige produk wat vir vermenging met koffie of sigorei, of vir byvoeging by, koffie of sigorei gebruik word;
 - (b) die brand of maal van koffie, sigorei of enige produk wat of vir vermenging of vir byvoeging by koffie of sigorei gebruik word;
 - (c) die vervaardiging van tee- of koffiepoeier, geursels of ekstrakte, gereed vir gebruik;
- en omvat alle werksaamhede wat met enigeen van voor-
noemde bedrywighede in verband staan of daaruit voortspuit; (lxiii)
- (lxii) „versendingsklerk” ’n werknemer wat belas is met die versending of verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, weeg, verpak, merk, adresseer of versend van sodanige goedere of pakkette; (xviii)
- (lxiii) „voorman” ’n werknemer wat oor die werknemers in ’n bedryfsinrigting toesig hou en beheer voer en wat toesien dat hulle hulle werk doeltreffend verrig; (xxxv)
- (lxiv) „wag” ’n werknemer wat persele of eiendom bewaak; (lxxi)
- (lxv) „werknemer graad I” ’n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:—
- (1) Suiker kook;
 - (2) sakke of ander houers met ’n naai- of krammasjien toemaak;
 - (3) kos kook;
 - (4) metaalhousers met ’n masjien sluit of verseël;
 - (5) sjabloneerplate sny;
 - (6) flesse, sakke of ander houers, uitgesonderd flesse met vloeibare koffie, vul;
 - (7) omslae vou of vasplak;
 - (8) houers met hitte verseël;
 - (9) etiketteer of etikette perforeer;
 - (10) kiste met ’n masjien vervaardig;
 - (11) papiersakke of voerings maak;
 - (12) merk of brand;
 - (13) krane of kleppe in die afdeling kitsklaarkoffie oop- of toemaak;
 - (14) ’n sörteer-, papiersny- of wasmasjien bedien;
 - (15) ’n verdampingsinstallasie in die afdeling kitsklaarkoffie bedien;
 - (16) ’n lugonttrekkings- of naatmasjien bedien;
 - (17) klaargemaakte pakkies van verskillende grootte of gewig vir versending of opslag verpak;
 - (18) in hoeveelhede van minder as 10 lb. verpak;
 - (19) bediener van ’n verpakkingsmasjien;
 - (20) papiersnymasjiene op maat stel;
 - (21) oplosbare koffiepoeier afneem en houers merk;
 - (22) weeg of gewigte aanteken; (xxxvi)
- (lxvi) „werknemer graad I, gekwalifiseerd,” ’n werknemer graad I met minstens nege maande ondervinding; (xxxvii)
- (lxvii) „werknemer graad I, ongekwalifiseerd,” ’n werknemer graad I met minder as nege maande ondervinding; (xxxviii)
- (lxviii) „werknemer graad II” ’n werknemer wat een of meer van die volgende werksaamhede verrig:—
- (1) masjinerie of installasies skoonmaak;
 - (2) houers met ’n inhoud van minder as 10 lb. toelym of met kleefstrookies toemaak;
 - (3) boodskappe, pakkies, briewe of goedere te voet of met ’n nie-kragaangedrewe voertuig aflewer, oordra of ophaal;
 - (4) flesse vloeibare koffie met die hand vul;
 - (5) in hoeveelhede van 10 lb. of meer verpak;
 - (6) artikels van gelyke grootte en getal verpak in houers spesiaal gemaak om sodanige artikels te bevat;
 - (7) kiste of kratte met die hand herstel; (xxxix)
- (lxix) „werknemer graad II, gekwalifiseerd,” ’n werknemer graad II met minstens drie maande ondervinding; (xl)
- (lxx) „werknemer graad II, ongekwalifiseerd,” ’n werknemer graad II met minder as drie maande ondervinding; (xli)

(ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee, who is employed on any basis provided for in clause 9, received over and above the amount which he would have received if he had not been employed on such a basis; (xlv)

(lxxi) "watchman" means an employee who is engaged in guarding premises or property. (lxiv)

(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—

(i)	In the Municipal Area of Estcourt. Per Week. R	In all Other Areas. Per Week. R
Artisan.....	23.00	26.45
Assistant foreman.....	23.50	27.00
Assistant roaster, qualified.....	14.00	16.00
Assistant roaster, unqualified—		
During the first six months of experience.....	7.00	8.00
During the second six months of experience.....	9.00	10.00
During the third six months of experience.....	11.50	13.00
Chauffeur.....	9.50	9.50
Clerk, female, qualified.....	12.46	15.69
Clerk, female, unqualified—		
During the first year of experience..	6.92	8.54
During the second year of experience.....	8.31	10.15
During the third year of experience.....	9.69	12.00
During the fourth year of experience.....	11.08	13.90
Clerk, male, qualified.....	19.15	23.07
Clerk, male, unqualified—		
During the first year of experience..	7.62	9.23
During the second year of experience.....	9.92	12.00
During the third year of experience.....	12.23	14.77
During the fourth year of experience.....	14.54	17.54
During the fifth year of experience.....	16.85	20.31
Drying plant operator } qualified	14.00	16.00
Extraction plant operator } unqualified—		
Drying plant operator } unqualified—		
Extraction plant operator } unqualified—		
During the first six months of experience.....	7.00	8.00
During the second six months of experience.....	9.00	10.00
During the third six months of experience.....	11.50	13.00
Factory clerk, qualified.....	9.00	10.75
Factory clerk, unqualified—		
During the first six months of experience.....	7.00	9.00
During the second six months of experience.....	8.00	9.75
Foreman.....	25.00	30.00
Handyman.....	12.00	14.80
Mixing or grinding machine operator, qualified.....	10.00	11.25
Mixing or grinding machine operator, unqualified—		
During the first three months of experience.....	6.00	7.30
During the second three months of experience.....	7.00	8.00
During the third three months of experience.....	8.00	9.00
During the fourth three months of experience.....	9.00	10.00
Mobile hoist operator, qualified.....	5.75	8.00
Mobile hoist operator, unqualified....	5.25	7.50
Roaster.....	19.00	21.00
Supervisor.....	14.00	16.00
Traveller, qualified.....	25.00	25.00
Traveller, unqualified—		
During the first six months of experience.....	20.00	20.00
During the second six months of experience.....	22.50	22.50
Traveller's assistant.....	9.50	9.50

(lxxi) „werker in 'n kontinue proses" 'n werknemer wat werk saam is in 'n bedrywigheid waarin onafgebroke werk in drie agtereenvolgende skofte per dag op sewe dae in 'n week noodsaaklik is. (xvi)

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

3. BELONING.

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

(a) Werknemers uitgesonderd los werknemers—

(i)	In die munisipale gebied van Estcourt. Per week. R	In alle ander gebiede. Per week. R
Algemene werksman.....	12.00	14.80
Ambagsman.....	23.00	26.45
Assistent-brander, gekwalifiseerd.....	14.00	16.00
Assistent-brander, ongekwalifiseerd—		
Gedurende die eerste ses maande ondervinding.....	7.00	8.00
Gedurende die tweede ses maande ondervinding.....	9.00	10.00
Gedurende die derde ses maande ondervinding.....	11.50	13.00
Assistent-voorman.....	23.50	27.00
Bediener van 'n drooginstallasie.....		
Bediener van 'n ekstraheerinstallasie } gekwalifiseerd.....	14.00	16.00
Bediener van 'n drooginstallasie } ongekwalifiseerd—		
Gedurende die eerste ses maande ondervinding.....	7.00	8.00
Gedurende die tweede ses maande ondervinding.....	9.00	10.00
Gedurende die derde ses maande ondervinding.....	11.50	13.00
Bediener van 'n meng- of maalmasjien, gekwalifiseerd.....	10.00	11.25
Bediener van 'n meng- of maalmasjien, ongekwalifiseerd—		
Gedurende die eerste drie maande ondervinding.....	6.00	7.30
Gedurende die tweede drie maande ondervinding.....	7.00	8.00
Gedurende die derde drie maande ondervinding.....	8.00	9.00
Gedurende die vierde drie maande ondervinding.....	9.00	10.00
Bediener van 'n mobiele hystoestel, gekwalifiseerd.....	5.75	8.00
Bediener van 'n mobiele hystoestel, ongekwalifiseerd.....	5.25	7.50
Brander.....	19.00	21.00
Chauffeur.....	9.50	9.50
Fabrieksklerk, gekwalifiseerd.....	9.00	10.75
Fabrieksklerk, ongekwalifiseerd—		
Gedurende die eerste ses maande ondervinding.....	7.00	9.00
Gedurende die tweede ses maande ondervinding.....	8.00	9.75
Handelsreisiger, gekwalifiseerd.....	25.00	25.00
Handelsreisiger, ongekwalifiseerd—		
Gedurende die eerste ses maande ondervinding.....	20.00	20.00
Gedurende die tweede ses maande ondervinding.....	22.50	22.50
Handelsreisiger se hulp.....	9.50	9.50
Klerk, man, gekwalifiseerd.....	19.15	23.07
Klerk, man, ongekwalifiseerd—		
Gedurende die eerste jaar ondervinding.....	7.62	9.23
Gedurende die tweede jaar ondervinding.....	9.92	12.00
Gedurende die derde jaar ondervinding.....	12.23	14.77
Gedurende die vierde jaar ondervinding.....	14.54	17.54
Gedurende die vyfde jaar ondervinding.....	16.85	20.31
Klerk, vrou, gekwalifiseerd.....	12.46	15.69
Klerk, vrou, ongekwalifiseerd—		
Gedurende die eerste jaar ondervinding.....	6.92	8.54
Gedurende die tweede jaar ondervinding.....	8.31	10.15
Gedurende die derde jaar ondervinding.....	9.69	12.00
Gedurende die vierde jaar ondervinding.....	11.08	13.90

	In the Municipal Area of Estcourt. Per Week. R	In all Other Areas. Per Week. R
Driver of a motor vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—		
(i) does not exceed 1,000 lb.	8.10	9.20
(ii) exceeds 1,000 lb. but not 1,500 lb.	10.40	11.50
(iii) exceeds 1,500 lb. but not 6,000 lb.	13.00	13.30
(iv) exceeds 6,000 lb. but not 10,000 lb.	15.00	16.70
(v) exceeds 10,000 lb.	18.60	20.80
Driver salesman, qualified.	18.60	20.80
Driver salesman, unqualified.	16.00	18.00

Provided that when a driver salesman drives a motor vehicle the unladen weight of which exceeds 6,000 lb. the wages prescribed herein for this class of employee shall be increased by R2 per week.

(ii)

	In die munisipale gebied van Estcourt. Per week. R	In alle ander gebiede. Per week. R
Opsigter.	14.00	16.00
Voorman.	25.00	30.00
Bestuurder van 'n motorvoertuig waarvan die eie gewig tesame met die gewig van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—		
(i) hoogstens 1,000 lb. is.	8.10	9.20
(ii) oor 1,000 lb. maar hoogstens 1,500 lb. is.	10.40	11.50
(iii) oor 1,500 lb. maar hoogstens 6,000 lb. is.	13.00	13.30
(iv) oor 6,000 lb. maar hoogstens 10,000 lb. is.	15.00	16.70
(v) oor 10,000 lb. is.	18.60	20.80
Bestuurder-verkoper, gekwalifiseerd.	18.60	20.80
Bestuurder-verkoper, ongekwalifiseerd.	16.00	18.00

Met dien verstande dat wanneer 'n bestuurder-verkoper 'n motorvoertuig bestuur waarvan die eie gewig oor 6,000 lb. is, die lone wat hierin vir hierdie klas werknemer voorgeskryf word met R2 per week verhoog moet word.

	In the Magisterial Districts of Bellville, the Cape, Simons-town and Wynberg.	In the Municipal Area of Port Elizabeth, the Magisterial Districts of Durban and Pinetown and all Areas in the Transvaal.	In the Municipal Areas of East London, Kimberley and Pietermaritzburg and the Magisterial Districts of Inanda, Bloemfontein, Sasolburg, Virginia and Welkom.	In the Municipal Area of Estcourt.
	Per Week. R	Per Week. R	Per Week. R	Per Week. R
Boiler attendant.	7.90	7.55	6.95	5.25
Chargehand.	7.90	7.55	6.95	5.25
Grade I employee, qualified.	9.25	9.25	9.25	8.00
Grade I employee, unqualified—				
During the first three months of experience.	7.15	6.80	6.20	4.50
During the second three months of experience.	7.65	7.30	6.70	5.00
During the third three months of experience.	8.45	8.25	7.95	6.50
Grade II employee, qualified.	7.65	7.30	6.70	5.00
Grade II employee, unqualified.	7.15	6.80	6.20	4.50
Labourer, female.	5.70	5.45	5.00	3.60
Labourer, male, of or over the age of 18 years.	7.15	6.80	6.20	4.50
Labourer, male, under the age of 18 years.	5.35	5.10	4.65	3.38
Watchman.	7.90	7.55	6.95	5.25
Employee not elsewhere in this sub-clause specifically mentioned.	8.50	8.50	8.50	8.00

(ii)

	In die landdrosdistrikte Bellville, die Kaap, Simonstad en Wynberg.	In die munisipale gebied van Port Elizabeth en die Landdrosdistrikte Durban en Pinetown en alle gebiede in Transvaal.	In die munisipale gebiede van Oos-Londen, Kimberley en Pietermaritzburg en die Landdrosdistrikte Inanda, Bloemfontein, Sasolburg, Virginia en Welkom.	In die munisipale gebied van Estcourt.
	Per week. R	Per week. R	Per week. R	Per week. R
Arbeider, man, 18 jaar oud of ouer.	7.15	6.80	6.20	4.50
Arbeider, man, onder 18 jaar.	5.35	5.10	4.65	3.38
Arbeider, vrou.	5.70	5.45	5.00	3.60
Ketiebediener.	7.90	7.55	6.95	5.25
Onderbaas.	7.90	7.55	6.95	5.25
Wag.	7.90	7.55	6.95	5.25
Werknemer, graad I, gekwalifiseerd.	9.25	9.25	9.25	8.00
Werknemer, graad I, ongekwalifiseerd—				
Gedurende die eerste drie maande ondervinding.	7.15	6.80	6.20	4.50
Gedurende die tweede drie maande ondervinding.	7.65	7.30	6.70	5.00
Gedurende die derde drie maande ondervinding.	8.45	8.25	7.95	6.50
Werknemer, graad II, gekwalifiseerd.	7.65	7.30	6.70	5.00
Werknemer, graad II, ongekwalifiseerd.	7.15	6.80	6.20	4.50
Werknemer wat nie elders in hierdie subklousule spesifiek genoem word nie.	8.50	8.50	8.50	8.00

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

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

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

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

- (a) a wage higher than that of his own class, or
- (b) a rising scale of wages terminating in a wage higher than that of his own class,

is prescribed in sub-clause (1), shall pay to such employee in respect of that day—

- (i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate, and,
- (ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided—

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

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

- (i) five, in the case of an employee who works a five-day week;
- (ii) six, in the case of 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—

- (i) forty-six, in the case of an employee in the instant coffee section;
- (ii) forty-five, in the case of any other employee.

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

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

and for the purpose of this sub-clause the expression "weight" means the weight as recorded in a licence or certificate issued in respect of such vehicle by an authority empowered by law to issue such licence or certificate.

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

- (a) a traveller who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—
 - (i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
 - (ii) pay him a subsistence allowance of not less than two rand seventy-five cents for each night where such absence extends over one or more nights;

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

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

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

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

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

Met dien verstande—

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

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

- (i) vyf, as hy 'n werkweek van vyf dae het;
- (ii) ses, wat betref enige ander werknemer.

(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—

- (i) ses-en-veertig wat betref 'n werknemer in die afdeling kitsklaarkoffie;
- (ii) vyf-en-veertig wat betref enige ander werknemer.

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

- (a) aan 'n handelsreisiger wat van sy werkgever se motorvoertuig 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 in die uitvoering van sy pligte in verband met sodanige vervoer aangaan, en by die toepassing van hierdie subklousule word die koste van die oornagting van 'n motorvoertuig geag 'n vervoeruitgawe te wees;

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

- (i) in die geval van 'n voertuig wat hoogstens 2,500 lb. weeg en wat hoogstens vier silinders het: 6 sent;
- (ii) in die geval van 'n voertuig waarvan die gewig 2,500 lb. maar nie 2,900 lb. te bowe gaan nie en wat hoogstens vier silinders het: 7½ sent;
- (iii) in die geval van 'n voertuig wat ses of agt silinders het en waarvan die gewig nie 2,900 lb. te bowe gaan nie: 7½ sent;
- (iv) in die geval van 'n voertuig waarvan die gewig 2,900 lb. te bowe gaan: 10 sent

vir elke myl wat hy in die uitvoering van sy pligte gereis het; en by die toepassing van hierdie subklousule beteken die uitdrukking „gewig” die gewig soos aangeteken op 'n lisensie of sertifikaat wat deur 'n owerheid, by wet gemagtig om sodanige lisensie of sertifikaat uit te reik, ten opsigte van sodanige voertuig uitgereik is.

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

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

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

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

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

- (i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
- (ii) pay him a subsistence allowance of not less than eighty cents for each night where such absence extends over one or more nights:

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

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

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

- (i) in respect of any claim in terms of sub-clause (5) (a), the mode of travel employed and the transport expenses incurred or the nature of any other expense for which reimbursement is claimed;
- (ii) in respect of any claim in terms of sub-clause (5) (b), the mileage travelled each day, the points of call and, except in municipal areas, the route followed;
- (iii) in respect of any claim in terms of sub-clause (6), the times of commencement and ending of each period of absence;

and to enable him to comply with such a requirement, his employer shall, before any such journey is undertaken by such traveller, 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 clauses 3 (7) and 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work on the usual pay day of the establishment for such employee (or in the case of a continuous process worker or a shift worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than twenty-four hours after the usual pay day) or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in a closed envelope or container, on which shall be recorded, or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or his number on the pay roll and his occupation;
- (c) the number of ordinary hours of work worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the employee's wage;
- (f) the details of any other remuneration arising out of the employee's employment;
- (g) the details of any deductions made;
- (h) the actual amount paid to the employee; and
- (i) the period in respect of which payment is made;

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

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

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

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

(5) *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, medical aid, insurance, savings, provident or pension funds, or subscriptions to trade unions;
- (b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

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

- (i) moet sy werkgever hom alle redelike uitgawes vergoed wat hy in iedere sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangaan;
- (ii) moet sy werkgever hom 'n onderhoudstoelae van minstens tagtig sent vir elke nag betaal, as so 'n afwesigheid oor een of meer nagte strek:

Met dien verstande dat by die toepassing van hierdie sub-klausule 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 sub-klausules (5) en (6) aan 'n werknemer betaalbaar is, aan hom betaal binne sewe dae nadat die werknemer dit skriftelik geëis het: Met dien verstande dat 'n werknemer iedere sodanige eis indien binne een maand vanaf die tydperk waarop hy daartoe geregtig geword het maar dat hy nie meer as een eis in 'n week indien nie.

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

- (i) in die geval van 'n eis ingevolge subklausule 5 (a), die soort vervoer en die vervoerkoste of die aard van alle ander uitgawes waarvoor hy vergoeding eis;
- (ii) in die geval van 'n eis ingevolge subklausule 5 (b), die mylafstand wat hy elke dag afgelê het, watter plekke besoek is en, uitgesonderd in munisipale gebiede, die gevolgde roete;
- (iii) in die geval van 'n eis ingevolge subklausule (6), die tyd waarop elke tydperk van afwesigheid onderskeidelik begin en geëindig het,

en ten einde aan so 'n vereiste te kan voldoen, moet sy werkgever, voor sodanige reis begin, sodanige handelsreisiger voorsien van 'n geskikte boek of vorms om gepaste aantekeninge te hou.

4. BETALING VAN BELONING.

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepalinge van klausules 3 (7) en 6 (4), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, wekeliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die gewone werkure op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal (of wat betref 'n werker in 'n kontinue proses of 'n skofwerker op 'n tyd waarop sodanige werkgever en sy werknemer ooreengekom het, en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees maar nie later as vier-entwintig uur na die gewone betaaldag nie) of by diensbeëindiging, as dit vóór die gewone betaaldag geskied, en sodanige bedrag moet in 'n geslote koevert of houer wees waarop aangegee word, of wat vergesel gaan van 'n staat wat aantoon—

- (a) die werkgever se naam;
- (b) die werknemer se naam of sy nommer in die betaalstaat en sy beroep;
- (c) die getal gewone werkure wat die werknemer gewerk het;
- (d) die getal ure wat die werknemer oortyd gewerk het;
- (e) die werknemer se loon;
- (f) die besonderhede omtrent enige ander beloning ter sake van die werknemer se diens;
- (g) besonderhede omtrent enige bedrae wat afgetrek is;
- (h) die werklike bedrag wat aan die werknemer betaal word; en
- (i) die tydperk waarvoor die betaling geskied;

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

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

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

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

(5) *Kos en inwoning.*—Behoudens die bepalinge van die Naturrelle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie vereis dat sy werknemer by hom of by enige ander persoon of plek deur hom aangewys, eet of inwoning of eet en inwoning nie.

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

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, mediese hulp-, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir ledeselde van vakverenigings;
- (b) behoudens andersluidende bepalinge in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever uit sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde van sodanige afwesigheid vir sy gewone werkure ontvang het;

- (c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- (d) whenever an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder—

	Per Week.	Per Month.
	R c	R c
(i) Board	0 80	3 47
(ii) Lodging	0 40	1 73
(iii) Board and lodging	1 20	5 20;

- (e) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction 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 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;
- (ii) that no deduction shall be made in the case of short-time owing to a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;
- (f) 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 or a continuous process worker, to work more ordinary hours of work than—

(A) in the instant coffee section—

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

(B) in all other sections—

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

(2) An employer shall not require or permit a continuous process worker to work more ordinary hours of work than—

- (i) forty-eight in any week from Sunday to Saturday, inclusive; and
- (ii) subject to the provisions of sub-paragraph (i) hereof, eight on any day: Provided that an employer may require or permit an employee to work two shifts of eight hours on one day but not more often than once in any period of three consecutive weeks and so that the employee has a free period of at least eight hours between such shifts.

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

(c) iedere bedrag wat 'n werkgewer regtens 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 kos en inwoning of kos of inwoning van sy werkgewer aan te neem, 'n bedrag hoogstens gelyk aan onderstaande bedrae:—

	Per week.	Per maand.
	R c	R c
(i) Kos	0 80	3 47
(ii) Inwoning	0 40	1 73
(iii) Kos en inwoning	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 geen aftrekking ten opsigte van korttyd wat deur 'n slapte in die bedryf of 'n tekort aan grondstowwe ontstaan, geskied nie, tensy die werkgewer sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
- (ii) dat ten opsigte van korttyd weens die feit dat die masjinerie of installasie uit orde is, of die geboue onbruikbaar is of dreig om dit te word, geen aftrekking geskied vir die eerste uur waarin daar nie gewerk word nie, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

(f) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkgewer aan 'n munisipale raad of ander plaaslike bestuur betaal het aan huur van 'n huis, of aan huisvesting in 'n tehuis, wat die werknemer in 'n lokasie of 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 Werkgewer mag nie vereis of toelaat dat 'n werknemer, uitgesonderd 'n los werknemer of 'n werker in 'n kontinue proses, meer gewone werkure werk nie as—

(A) in die afdeling kitsklaarkoffie—

- (a) in die geval van 'n werknemer wat ses dae in 'n week werk—
- (i) ses-en-veertig in enige week van Maandag tot en met Saterdag; en
- (ii) behoudens die bepalinge van subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag nie meer as vyf is nie, wanneer die ure op enigeen van die orige dae tot agt en 'n half verleng kan word;
- (b) in die geval van 'n werknemer wat vyf dae in 'n week werk—
- (i) ses-en-veertig in enige week van Maandag tot en met Vrydag; en
- (ii) behoudens die bepalinge van subparagraaf (i) hiervan, nege en 'n kwart op enige dag;

(B) in alle ander afdelings—

- (a) in die geval van 'n werknemer wat ses dae in 'n week werk—
- (i) vyf-en-veertig in enige week van Maandag tot en met Saterdag; en
- (ii) behoudens die bepalinge van subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag nie meer as vyf is nie, wanneer die ure op enigeen van die orige dae tot agt en 'n half verleng kan word;
- (b) in die geval van 'n werknemer wat vyf dae in 'n week werk—
- (i) vyf-en-veertig in enige week van Maandag tot en met Vrydag; en
- (ii) behoudens die bepalinge van subparagraaf (i) hiervan, nege op enige dag.

(2) 'n Werkgewer mag nie vereis of toelaat dat 'n werker in 'n kontinue proses meer gewone werkure werk nie as—

- (i) agt-en-veertig in enige week van Sondag tot en met Saterdag;
- (ii) behoudens die bepalinge van subparagraaf (i) hiervan, agt op 'n dag: Met dien verstande dat 'n werkgewer kan vereis of toelaat dat 'n werknemer twee skofte van agt uur op een dag werk maar dan nie meer as eenmaal in enige tydperk van drie opeenvolgende weke nie en op so 'n wyse dat die werknemer 'n vry tydperk van minstens agt ure tussen sodanige skofte het.

(3) 'n Werkgewer mag nie vereis of toelaat dat 'n los werknemer meer gewone werkure as agt op 'n dag werk nie.

(4) *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 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;
- (ii) that periods of work interrupted by intervals of less than one hour, except when proviso (i) or (vi) applies, shall be deemed to be continuous;
- (iii) 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;
- (iv) that a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this sub-clause not to have worked during such interval;
- (v) that not more than one such interval during the ordinary hours of work of an employee on any day shall be deemed not to form part of the ordinary hours of work;
- (vi) that when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to fifteen minutes so long as the total period worked by the employee after the first meal interval of the day does not exceed seven hours;
- (vii) that such interval need not be granted to a boiler attendant, a continuous process worker or a shift worker during his ordinary hours of work on any shift if he is given the opportunity during such hours of having a meal while at his post.

(5) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes as near as practicable—

- (a) in the middle of each first work period in a day;
- (b) in the middle of each second work period in a day where such period is longer than three hours;

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.

(6) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (2) (ii) and (4), all hours of work of an employee on any day shall be consecutive.

(7) *Overtime.*—Save as provided in sub-clause (2) (ii) all time worked by a continuous process worker in excess of forty-six hours in any week or eight hours on any day shall for the purpose of payment be deemed to be overtime.

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

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

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

- (a) between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) after 1 o'clock p.m. on more than five days a week;
- (c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday;
- (d) overtime on more than three consecutive days in any week;
- (e) overtime on more than sixty days in any year;
- (f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee; or
 - (ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or
 - (iii) paid such employee not less than twenty-five cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(10) *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.

(11) *Day of Rest.*—An employer shall grant to each of his continuous process workers one full day of rest in every week but, if an employer requires or permits such an employee to work on his day of rest, the hours so worked shall be deemed not to be part of the ordinary hours of work prescribed in sub-clause (2).

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

- (i) dat 'n werkgewer met sy werknemer kan ooreenkom om die duur van so 'n etenspouse tot uiters 'n halfuur te verkort, en in dié geval en nadat die werkgewer 'n weergawe van dié ooreenkoms by die Afdelingsinspekteur, Departement van Arbeid, van sy gebied ingedien het, kan die etenspouse aldus verkort word;
- (ii) dat werktye wat onderbreek word deur pouses van minder as 'n uur behalwe waar voorbehoud (i) of (vi) van toepassing is, geag word aan 'n loop;
- (iii) dat, as so 'n pouse langer as 'n uur is, elke tydperk van meer as een en 'n kwart uur geag word tyd te wees waarin daar gewerk is;
- (iv) dat 'n bestuurder van 'n motorvoertuig 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;
- (v) dat hoogstens een sodanige pouse gedurende die gewone werkure van 'n werknemer op enige dag geag word geen deel van die gewone werkure te vorm nie;
- (vi) dat, as op enige dag, as gevolg van oortydwerk, van 'n werkgewer vereis word dat hy aan 'n werknemer 'n tweede etenspouse toestaan, sodanige pouse op versoek van die werknemer verminder mag word na vyftien minute, mits die totale tydperk wat deur die werknemer ná die eerste pouse van die dag gewerk word, nie sewe uur te bowe gaan nie;
- (vii) dat sodanige pouse nie op enige skof aan 'n ketelbediener, skofwerker of 'n werker in 'n kontinue proses gedurende sy gewone werkure hoef toegestaan te word nie indien aan hom gedurende sodanige ure die geleentheid gegee word om op sy pos 'n ete te nuttig.

(5) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens tien minute so na as doenlik—

- (a) in die middel van die eerste werkperiode van die dag;
- (b) in die middel van die tweede werkperiode van die dag indien sodanige periode langer as drie uur is;

toestaan waarin die werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en so 'n pouse word geag deel van die gewone werkure van so 'n werknemer te vorm.

(6) *Werkure moet opeenvolgend wees.*—Behoudens die bepalingen van subklousules (2) (ii) en (4), moet alle werkure van 'n werknemer op iedere dag op mekaar volg.

(7) *Oortyd.*—Behoudens die bepalingen van subklousule (2) (ii) word alle tyd wat 'n werker in 'n kontinue proses langer as ses-en-veertig uur in enige week of agt uur op enige dag werk vir die doel van betaling geag oortyd te wees.

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

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

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

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

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

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

(11) *Rusdag.*—'n Werkgewer moet aan elkeen van sy werkers in 'n kontinue proses een volle rusdag in elke week toestaan, maar as 'n werkgewer vereis of toelaat dat sodanige werknemer op sy rusdag werk, sal die ure wat aldus gewerk word nie geag word deel van die gewone ure soos voorgeskryf in subklousule (2) te wees nie.

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

(b) The provisions of this clause shall not apply to a driver salesman, a senior managerial, professional or administrative employee or a foreman if and for so long as such an employee is regularly in receipt of remuneration at a rate of not less than R160 per month.

(c) The provisions of sub-clauses (4), (5), (6) and (8) shall not apply to an employee while he is engaged on emergency work or a chauffeur.

(d) The provisions of sub-clause (5) shall not apply to a boiler attendant, a driver of a motor vehicle, a labourer assisting on a delivery vehicle, a continuous process worker or a shift worker.

6. ANNUAL LEAVE.

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

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

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

and shall pay such employee in respect of such leave—

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

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

Provided that for the purpose of this clause the weekly wage of 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 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 thereto in writing, with any period of military training under the Defence Act, 1957;

(iii) that if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

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

(3) (a) At the written request of an employee, an employer may permit the leave to accumulate over a period of not more than twenty-four months of employment: Provided—

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

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

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

(4) 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 or, upon the written request of an employee, not later than the first pay day after the expiration of the leave.

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

(b) Die bepalinge van hierdie klousule geld nie vir 'n bestuurder-verkoper, 'n senior besturende, professionele of administratiewe werknemer of 'n voorman indien en terwyl so 'n werknemer gereeld 'n beloning teen 'n tarief van minstens R160 per maand ontvang nie.

(c) Die bepalinge van subklousules (4), (5), (6) en (8) geld nie vir 'n werknemer onderwyl hy noodwerk verrig of vir 'n chauffeur nie.

(d) Die bepalinge van subklousule (5) geld nie vir 'n ketelbediende, 'n bestuurder van 'n motorvoertuig, 'n arbeider wat by 'n afleweringvoertuig help, 'n werker by 'n kontinue proses of 'n skofwerker nie.

6. JAARLIKSE VERLOF.

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

(a) wat 'n handelsreisiger, 'n handelsreisiger se hulp of 'n wag betref, een-en-twintig opeenvolgende kalenderdae verlof;

(b) aan iedere ander werknemer, veertien opeenvolgende kalenderdae verlof,

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

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

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

Met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n handelsreisiger wat kommissiewerk verrig bereken word deur die beloning wat uit hoofde van klousule 9 (7) kragtens sy ooreenkoms aan hom, ten opsigte van die twaalf maande onmiddellik voor die datum waarop sy verlof hom toekom, betaalbaar is, deur twee-en-veertig te deel of, indien hy minder as twaalf maande van sodanige diens gehad het, deur die totale beloning wat aldus aan hom betaalbaar is deur die getal voltooide weke in sodanige tydperk te deel: Voorts met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n werknemer wat stukwerk verrig, bereken word op die grondslag uiteengesit in artikel twintig (5) (a) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

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

(ii) dat die tydperk van verlof nie saamval met siekteverlof wat ingevolge klousule 7 toegestaan is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding kragtens die Verdedigingswet, 1957, nie;

(iii) dat, as Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal word;

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

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

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

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

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

(4) Die beloning ten opsigte van die verlof voorgeskryf in subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word of, op skriftelike versoek van die werknemer, nie later dan die eerste betaaldag na afloop van die verlof nie.

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

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

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

- (i) who leaves his employment without having given the 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 terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.

(7) For the purpose of this clause the expression "employment" shall be deemed to include—

- (a) any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice;
- (b) any period during which an employee is absent—
 - (i) on leave in terms of this clause;
 - (ii) on sick leave in terms of clause 7;
 - (iii) on the instructions or at the request of his employer, amounting in the aggregate, in any one year, to not more than ten weeks; and
- (c) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training,

and employment shall be deemed to commence—

- (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 annual leave in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.

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

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

7. SICK LEAVE.

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

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

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

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

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

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

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

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

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

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

(7) By die toepassing van hierdie klousule word die uitdrukking „diens” geag te omvat—

- (a) elke tydperk ten opsigte waarvan 'n werkgewer ingevolge klousule 12 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee;
- (b) elke tydperk waarin 'n werknemer afwesig is—
 - (i) met verlof ingevolge hierdie klousule;
 - (ii) met siekteverlof ingevolge klousule 7;
 - (iii) op las of versoek van sy werkgewer;

en wel tot 'n totaal in enige jaar van hoogstens tien weke, en

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

en die diens word geag te begin—

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

(8) (a) Ondanks andersluidende bepalings in hierdie klousule mag 'n werkgewer vir die doel van jaarlikse verlof te eniger tyd, maar hoogstens een maal in 'n tydperk van twaalf maande, sy bedryfsinrigting of deel van sy bedryfsinrigting vir veertien agterevolgende kalenderdae sluit plus enige addisionele dae wat bygetel moet word ingevolge die derde voorbehoudsbepaling van subklousule (2).

(b) 'n Werknemer wat op die datum waarop 'n bedryfsinrigting (of die deel daarvan waarin hy in diens is) ingevolge paragraaf (a) sluit nie op die volle tydperk van jaarlikse verlof geregtig is nie, moet ten opsigte van enige verlof aan hom verskuldig, deur sy werkgewer betaal word op die grondslag in subklousule (5) gemeld en vir die doel van jaarlikse verlof daarna word geag dat sy diens op die datum van sodanige sluiting van die bedryfsinrigting of deel van die bedryfsinrigting, al na die geval, begin:

7. SIEKTEVERLOF.

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

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

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

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

each completed period of five weeks of employment and, in the case of any other employee, one work day in respect of each completed month of employment;

- (ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for twenty or twenty-four work days, as the case may be, in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;
 - (iii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;
 - (iv) that, if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.
- (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 more than two days require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight consecutive weeks received payment in terms of this clause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last such occasion require him 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—

(a) the expression "employment" shall be deemed to include—

- (i) any period during which an employee is absent—
 - (aa) on leave in terms of clause 6;
 - (bb) on the instructions or at the request of his employer;
 - (cc) on sick leave in terms of sub-clause (1), amounting in the aggregate, in any year, to not more than ten weeks, and
- (ii) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training, and any period of employment which an employee has had with the same employer immediately before the date of the coming into 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—

- (i) an employee's own misconduct; or
- (ii) an accident within the meaning of the Workmen's Compensation Act, 1941.

8. PUBLIC HOLIDAYS AND SUNDAYS.

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

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day his employer shall, save as provided in clause 4 (6), pay him for the week in which such day falls not less than his weekly wage, plus 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) Whenever an employee, other than a continuous process worker, works on a Sunday, his employer shall either—

- (a) pay the employee—
 - (i) if he so works for a period not exceeding four hours, not less than his daily wage;
 - (ii) if he so works for a period exceeding four hours, at a rate not less than double his ordinary wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or

elke voltooide tydperk van vyf weke diens en, wat enige ander werknemer betref, een werkdag ten opsigte van elke voltooide maand diens;

- (ii) dat hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes, minstens gelyk aan dié wat die werknemer self daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat aan hom by ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdade, al na gelang van die geval, in elke tydkring van vier-en-twintig maande diens betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoud van hierdie subklousule te bowe hoef te gaan nie;
- (iii) dat, indien 'n werkgewer ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige gelde wel betaal, die aldus betaalde bedrag afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;
- (iv) dat, indien 'n werkgewer by enige ander wet verplig word om 'n werknemer sy volle loon te betaal ten opsigte van enige tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalings 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 van meer as twee dae, kan hy vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n geregiſtreerde mediese praktisyn geteken 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 opeenvolgende weke betaling kragtens hierdie klousule by twee of meer geleenthede ontvang het, sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die agt weke wat onmiddellik na die laaste sodanige geleentheid volg van die werknemer kan vereis dat hy so 'n sertifikaat voorlê, ongeag die duur van die afwesigheid.

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

(4) By die toepassing van hierdie klousule—

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

- (i) enige tydperk waarin die werknemer afwesig is—
 - (aa) met verlof ingevolge klousule 6;
 - (bb) op las of versoek van sy werkgewer;
 - (cc) met siekteverlof ingevolge subklousule (1);

en wel tot 'n totaal in enige jaar van hoogstens tien weke, en

- (ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om van een tydperk van sodanige opleiding meer dan vier maande as diens te eis nie, en enige tydperk van diens by dieselfde werkgewer onmiddellik voor die datum van die inwerkingtreding van hierdie Vastelling word by die toepassing van hierdie klousule geag diens ingevolge hierdie Vastelling te wees, en alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende so 'n tydperk toegestaan is, word geag ingevolge hierdie Vastelling toegestaan te wees;

(b) beteken „ongeskiktheid” die onvermoë om te werk weens siekte of besering behalwe as dit veroorsaak is deur—

- (i) 'n werknemer se eie wangedrag, of
- (ii) 'n ongeluk binne die bedoeling van die Ongevallewet, 1941.

8. OPENBARE VAKANSIEDAE EN SONDAG.

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

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goëie Vrydag, Hemelvaartdag, Geloftedag of Kersdag werk, moet sy werkgewer hom behoudens die bepalings van klousule 4 (6), vir die week waarin so 'n dag val minstens sy weekloon betaal, plus 'n bedrag bereken teen 'n tarief van minstens sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige dag gewerk het: Met dien verstande dat, as vereis of toegelaat word dat die werknemer minder as vier uur op so 'n dag werk, hy geag word vir vier uur te gewerk het.

(3) Wanneer 'n werknemer, uitgesonderd 'n werker in 'n continue proses, op 'n Sondag werk, moet sy werkgewer of—

(a) die werknemer—

- (i) indien hy aldus 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;
- (ii) indien hy aldus 'n tydperk van meer as vier uur werk, teen 'n tarief van minstens dubbel sy gewone loon betaal ten opsigte van die hele tydperk wat hy op bedoelde Sondag werk, of minstens dubbel sy dagloon, watter ookal die meeste is, of

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

(4) Whenever a continuous process worker works on a Sunday his employer shall pay him at a rate of not less than one and one-third times his ordinary wage in respect of the total period worked by him on such Sunday.

(5) Whenever a continuous process worker works on his day of rest his employer shall pay him at a rate of not less than double his ordinary wage in respect of the total period worked by him on such day of rest.

(6) Whenever a continuous process worker works on a shift which falls partly on any public holiday mentioned in sub-clause (1), on a Sunday or on his day of rest and partly on any other calendar day, the whole shift shall be deemed to have been worked on the calendar day on which the major portion of such shift falls.

(7) Whenever a shift worker works a shift which falls partly on any public holiday mentioned in sub-clause (1) or on a Sunday and partly on any other calendar day, the whole shift shall be deemed to have been worked on the calendar day on which the major portion of such shift falls.

(8) (a) This clause shall not apply to a casual employee, a traveller, a traveller's assistant or a watchman.

(b) This clause shall not apply to a senior managerial, professional or administrative employee or a foreman if and for so long as such an employee is regularly in receipt of remuneration at a rate of not less than R180 per month.

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.

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

(4) Wanneer 'n werker in 'n kontinue proses op 'n Sondag werk moet sy werkgever hom teen 'n tarief van minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op bedoelde Sondag werk.

(5) Wanneer 'n werker in 'n kontinue proses op sy rusdag werk moet sy werkgever hom teen 'n tarief van dubbel sy gewone loon betaal ten opsigte van die hele tydperk wat hy op bedoelde rusdag werk.

(6) Wanneer 'n werker in 'n kontinue proses 'n skof werk wat gedeeltelik op 'n openbare vakansiedag wat in subklousule (1) vermeld word, op 'n Sondag of op sy rusdag en gedeeltelik op 'n ander kalenderdag val word geag dat die hele skof gewerk is op die kalenderdag waarop die grootste deel van sodanige skof val.

(7) Wanneer 'n skofwerker 'n skof werk wat gedeeltelik op 'n openbare vakansiedag vermeld in subklousule (1) of op 'n Sondag en gedeeltelik op 'n ander kalenderdag val, word geag dat die hele skof gewerk is op die kalenderdag waarop die grootste deel van sodanige skof val.

(8) (a) Hierdie klousule geld nie vir 'n los werknemer, 'n handelsreisiger, 'n handelsreisiger se hulp of 'n wag nie.

(b) Hierdie klousule geld nie vir 'n senior besturende, professionele of administratiewe werknemer of 'n voorman nie indien en terwyl so 'n werknemer gereeld 'n beloning teen 'n tarief van minstens R180 per maand ontvang.

9. STUKWERK EN KOMMISSIEWERK.

(1) Ná minstens een week kennisgewing aan sy werknemer, uitgesonderd 'n handelsreisiger, kan 'n werkgever 'n stukwerkstelsel invoer en, behoudens die bepalinge van klousule 4 (6), moet die werkgever 'n werknemer wat volgens so 'n stukwerkstelsel werk, beloon teen die tarief wat volgens dié stelsel geld: Met dien verstande dat die werkgever, ongeag die hoeveelheid gedane werk, die werknemer minstens die volgende betaal:—

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

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

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

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

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

(5) 'n Handelsreisiger wat met sy werkgever ooreenkom om kommissiewerk te onderneem, moet, voordat daar met sodanige werk begin word, deur sy werkgever voorsien word van 'n ware afskrif van die ooreenkoms of 'n verklaring wat die bepalinge van die ooreenkoms vermeld, wat die volgende moet omvat:—

(a) Die week- of maandloon aan die handelsreisiger betaalbaar, waar sodanige loon hoër is as dié in klousule 3 (1) vir sodanige handelsreisiger voorgeskryf, en wat die kommissie bedra en die voorwaardes waarop hy daartoe geregtig word;

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

(c) die gebied waarin die handelsreisiger moet of mag werk;

(d) die tipe, soort, getal, hoeveelheid of waarde van bestellings (afsonderlik, weekliks, maandeliks of andersins) wat die werkgever van tyd tot tyd bereid is om aan te neem; en

(e) die dag waarop kommissie ten opsigte van bestellings deur die werkgever aangeneem voor beëindiging van die dienskontrak betaal word: Met dien verstande dat sodanige betaaldag voor of op die laaste werkdag van die kalendermaand moet wees wat volg op dié maand waartydens diens beëindig is.

(6) Die bepalinge van die ooreenkoms in subklousule (5) vermeld, moet finansiële nie minder gunstig vir die handelsreisiger wees as hierdie Vastelling nie: Met dien verstande dat die datum waarop beloning aan 'n handelsreisiger wat kommissiewerk verrig, betaal word, in ooreenstemming met die ooreenkoms moet wees, en in hierdie opsig is die bepalinge van klousule 4 (1) nie op sodanige betaling van toepassing nie.

(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.

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 condition, free of charge, any uniforms, overalls or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee and any such uniforms, overalls or other protective clothing shall remain the property of the employer.

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

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

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

- (i) in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;
- (ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

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

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

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

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

- (i) that the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 6 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;
- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.

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

13. CERTIFICATE OF SERVICE.

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

14. RATIO.

(1) An employer shall not employ an unqualified assistant roaster unless he has in his employ a qualified assistant roaster and for each qualified assistant roaster in his employ he shall not employ more than one unqualified assistant roaster.

(7) Behoudens die bepalings van klousule 4 (6), moet 'n werkgewer sy handelsreisiger wat kommissiewerk verrig; beloon teen minstens die tarief waartoe hulle ooreengekom het: Met dien verstande dat, ongeag die getal of waarde van bestellings deur die werkgewer aangeneem, die beloning van sodanige handelsreisiger ten opsigte van enige tydperk nie minder moet wees as dié wat ingevolge klousule 3 (1) aan hom vir dié tydperk verskuldig sou wees nie.

(8) 'n Werkgewer of 'n handelsreisiger wat voornemens is om 'n ooreenkoms met betrekking tot kommissiewerk in te trek of te onderhandel oor 'n wysiging daarvan, moet skriftelik kennis gee van sodanige voorneme en die tydperk van sodanige kennisgewing moet nie korter wees as dié wat vereis word om die dienskontrak van sodanige handelsreisiger kragtens klousule 12 te beëindig nie.

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 of ander beskermende klere wat hy vereis dat sy werknemer dra of wat enige wet hom verplig om aan sy werknemer te verskaf, gratis verskaf en in bruikbare toestand hou; en alle sodanige uniforms, oorpakke of ander beskermende klere bly die eiendom van die werkgewer.

12. BEÏNDIGING VAN DIENSKONTRAK.

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

- (a) gedurende die eerste vier weke diens, minstens een werkdag,
- (b) ná die eerste vier weke diens, minstens 'n week,

vooruit op te sê; of 'n werkgewer of 'n werknemer kan die kontrak sonder opsegging beëindig deur, in plaas van die opsegging, die werknemer of die werkgewer, al na gelang van die geval, minstens die volgende te betaal:—

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

Met dien verstande dat hierdeur onaangestas gelaat word—

- (i) die reg van 'n werkgewer of 'n werknemer om op enige regsgeldige grond die kontrak sonder opsegging te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n opseggingstermyn wat vir beide partye ewe lank is en langer is as dié wat hierdie klousule voorskryf;
- (iii) die werking van verbeurings of boetes wat regtens van toepassing kan wees op 'n werknemer wat sy diens verlaat:

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

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

(3) Die opsegging in subklousule (1) voorgeskryf kan op enige werkdag geskied: Met dien verstande—

- (i) dat die opseggingstermyn nie mag saamval met en die opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, nie;
- (ii) dat gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 opsegging nie mag geskied nie.

(4) Ondanks andersluidende bepalings in hierdie Vasstelling, waar 'n werknemer sy dienskontrak beëindig deur sy diens sonder kennisgewing te verlaat of sonder om sy werkgewer in plaas van kennisgewing te betaal, mag sy werkgewer aan homself, uit enige geld wat hy aan sodanige werknemer skuld op grond van enige bepalings van hierdie Vasstelling, 'n bedrag toeëien van hoogstens dié wat sodanige werknemer aan hom in plaas van kennisgewing sou moes betaal het.

13. DIENSSERTIFIKAAT.

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

14. GETALLEVERHOUDING.

(1) 'n Werkgewer mag nie 'n ongekwalifiseerde assistent-brander in diens neem nie tensy hy 'n gekwalifiseerde assistent-brander in diens het, en hy mag hoogstens een ongekwalifiseerde assistent-brander in diens neem vir elke gekwalifiseerde assistent-brander in sy diens.

(2) An employer shall not employ an assistant-roaster unless he has in his employ a roaster and for each roaster in his employ he shall not employ more than three assistant roasters.

(3) An employer shall not employ an unqualified grade I employee unless he has in his employ a qualified grade I employee and for each qualified grade I employee in his employ he shall not employ more than one unqualified grade I employee.

(4) For the purpose of this clause—

(a) an employer or a manager who is wholly or mainly engaged in his establishment in performing the duties of a roaster may be deemed to be a roaster;

(b) an unqualified employee who receives a wage of not less than that prescribed in clause 3 (1) for a qualified employee of his class in the area in which he works may be deemed to be a qualified employee in that class.

(5) This clause shall apply separately to each establishment.

SCHEDULE.

I/We (a).....carrying on trade in the Tea, Coffee and Chicory Industry at..... hereby certify that..... was employed by me/us (a) from the..... day of.....19..... to the..... day of.....19..... in the occupation of (b)..... At the termination of employment his/her (a) wage 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, labourer, grade I employee, roaster.

No. R. 557.]

[10 April 1964.

WAR MEASURES ACT, 1940.

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

TEA, COFFEE AND CHICORY INDUSTRY, CERTAIN AREAS.

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 Tea, Coffee and Chicory Industry, Certain Areas, published under Government Notice No. 556 of the 10th April, 1964.

M. VILJOEN,
Deputy-Minister of Labour.

(2) 'n Werkgewer mag nie 'n asistent-brander in diens neem nie tensy hy 'n brander in diens het, en hy mag hoogstens drie assistent-branders in diens neem vir elke brander in sy diens.

(3) 'n Werkgewer mag nie 'n ongekwalifiseerde werknemer graad I in diens neem nie tensy hy 'n gekwalifiseerde werknemer graad I in diens het, en hy mag hoogstens een ongekwalifiseerde werknemer graad I in diens neem vir elke gekwalifiseerde werknemer graad I in sy diens.

(4) By die toepassing van hierdie klousule—

(a) mag 'n werkgewer of 'n bestuurder wat in sy bedryfsinrigting uitsluitend of hoofsaaklik die pligte van 'n brander verrig geag word 'n brander te wees;

(b) mag 'n ongekwalifiseerde werknemer wat minstens die loon ontvang wat in klousule 3 (1) vir 'n gekwalifiseerde werknemer van sy klas in die gebied waarin hy werk geag word 'n gekwalifiseerde werknemer in daardie klas te wees.

(5) Hierdie klousule is van afsonderlike toepassing in elke bedryfsinrigting.

BYLAE.

Ek/Ons (a).....wat die Tee-, Koffie- en Sigoreinywerheid beoefen te..... verklaar hierby dat..... in my/ons (a) diens was van die.....dag van.....19..... tot die.....dag van.....19..... in die betrekking van (b)..... By diensbeëindiging was sy/haar (a) loon.....rand.....sent per week.

(Handtekening van werkgewer of gemagtigde verteenwoordiger.)

Datum.....

(a) Skrap wat nie van toepassing is nie.

(b) Meld die betrekking waarin die werknemer uitsluitend of hoofsaaklik in diens was, bv., klerk, arbeider, werknemer graad I, brander.

No. 557.]

[10 April 1964.

WET OP OORLOGSMAATREËLS, 1940.

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

TEE-, KOFFIE- EN SIGOREINYWERHEID, SEKERE GEBIEDE.

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 regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 3 van die Loonvaststelling vir die Tee-, Koffie- en Sigoreinywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. R. 556 van 10 April 1964.

M. VILJOEN,
Adjunk-Minister van Arbeid.

No. R. 558.]

[10 April 1964.]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.**TEA, COFFEE AND CHICORY INDUSTRY, CERTAIN AREAS.**

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 Tea, Coffee and Chicory Industry, Certain Areas, published under Government Notice No. R. 556 of the 10th April, 1964, 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.

No. R. 558.]

[10 April 1964.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941, SOOS GEWYSIG.**TEE-, KOFFIE- EN SIGOREINYWERHEID, SEKERE GEBIEDE.**

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepaling van die Vasstelling vir die Tee-, Koffie en Sigoreinywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. R. 556 van 10 April 1964, oor die algemeen nie vir die werknemers wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, minder gunstig as die desbetreffende bepaling van genoemde Wet is nie.

M. VILJOEN,
Adjunk-Minister van Arbeid.

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