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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1347

4 Augustus 1972

LOONWET, 1957

LOONVASSTELLING 343.—WASSERY-, DROOG-SKOONMAAK- EN KLEURBEDRYF, SEKERE GEBIEDE

In opdrag van die Minister van Arbeid, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Wassery-, Droogskoonmaak- en Kleurbedryf, Sekere Gebiede, gemaak en die vierde Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op alle werknemers, uitgesonderd bestuurders in die Wassery-, Droogskoonmaak- en Kleurbedryf, in die volgende gebiede:

Kaapprovinsie.—Die landdrostdistrikte Kimberley, Port Elizabeth, Uitenhage, Worcester en die munisipale gebiede Beaconbaai en Oos-Londen;

Natal.—Die landdrostdistrikte Durban, Inanda, Pinetown (uitgesonderd dié gedeeltes van genoemde drie distrikte wat binne 'n straal van 15 myl vanaf die Hoofposkantoor, Durban, val) en Pietermaritzburg;

Oranje-Vrystaat.—Die landdrostdistrikte Bloemfontein, Odendaalsrus, Sasolburg, Virginia en Welkom;

Transvaal.—Die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria;

en op die werkgewers van sodanige werknemers.

2. WOORDOMSKRYWINGS

(a) Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie Vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet en, tensy onbestaanbaar met die sinsverband, beteken—

(1) "afwerker" 'n werknemer, uitgesonderd 'n kalendermasjienbediener wat artikels ná die skoonmaakproses na fatsoen stryk, pers of stoom en kleiner verstellings mag aanbring aan 'n masjien waarmee hy werk; (40)

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1347

4 August 1972

WAGE ACT, 1957

WAGE DETERMINATION 343.—LAUNDRY, DRY CLEANING AND DYEING TRADE, CERTAIN AREAS

By direction of the Minister of Labour it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister, under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Laundry, Dry Cleaning and Dyeing Trade, Certain Areas, and has fixed the fourth Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all employees, other than managers, in the Laundry, Dry Cleaning and Dyeing Trade in the following areas:

Cape Province.—The Magisterial Districts of Kimberley, Port Elizabeth, Uitenhage, Worcester and the municipal areas of Beacon Bay and East London;

Natal.—The Magisterial Districts of Durban, Inanda, Pinetown (excluding those portions of the said three Districts which fall within a radius of 15 miles of the General Post Office of Durban) and Pietermaritzburg;

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

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

and to the employers of such employees.

2. DEFINITIONS

(a) 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—

(1) "Area A" means the Magisterial District of Johannesburg; (27)

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(2) "ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomsywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel (7) (3) van genoemde Wet; (6)

(3) "ambagsman se assistent" 'n werknemer wat 'n ambagsman of faktotum help deur artikels of gereedskap vas te hou of op 'n ander manier saam met hom te werk, uitgesonderd deur die selfstandige gebruik van gereedskap, en wat kragaangedrewe masjiene of voertuie mag olie of smeer; (7)

(4) "arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Op afleweringvoertuie help;
 - (b) 'n masjienbediener help deur artikels aan 'n masjien te voer of daarvan af te neem;
 - (c) etikette met die hand vasheg;
 - (d) artikels met 'n droë borsel voor die skoonmaakproses borsel;
 - (e) dra, ophang, opstapel, laai of aflaai, uitgesonderd deur die gebruik van kragtoerusting;
 - (f) persele of voertuie, meubels, gerei, masjinerie of implemente skoonmaak of poleer;
 - (g) tuinwerk;
 - (h) tee of dergelike drankie vir werknemers of vir sy werkgewer maak of hulle daarmee bedien;
 - (i) sakke, bale, kiste of ander houers oop- of toemaak;
 - (j) 'n nie-kragaangedrewe hysier bedien;
 - (k) 'n stofsuier of tapytklopper bedien;
 - (l) 'n voertuig stoot of trek, uitgesonderd met kragtoerusting;
 - (m) vullis of as verwyder;
 - (n) artikels uitskud;
 - (o) steenkool skep of vervoer;
 - (p) artikels volgens kategorieë sorteer maar nie volgens kode-merke, fakture of uitkenningsmerke nie;
 - (q) 'n kleuroplossing gedurende die kleurproses roer;
 - (r) diere versorg of in- of uitspan;
 - (s) sakke omkeer;
 - (t) artikels toedraai;
 - (u) volgens 'n gestelde skaal weeg of verbruikbare voorrade of onderdele tel; (61)
- (5) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Wassery-, Droogskoonmaak- en Kleurbedryf in diens is; (34)
- (6) "bestuurder" 'n werknemer wat deur sy werkgewer belas is met die algehele—

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

die werksaamhede van 'n bedryfsinrigting, uitgesonderd 'n depot, en die werknemers wat daarin werk; (65)

(7) "bestuurder van 'n motorvoertuig" 'n werknemer, uitgesonderd 'n werwer, wat 'n motorvoertuig bestuur om personeel of goedere te vervoer en wat by die aflewering van goedere betaling daarvoor mag ontvang, en by die toepassing van hierdie woordomsywing omvat die uitdrukking "n motorvoertuig bestuur" alle tydperke wat hy bestuur, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te bestuur; (31)

(8) "bode" 'n werknemer wat briewe of boodskappe aflewer, state vou of in koevert plaas, koevert toeplak, rubberstempelwerk verrig, korrespondensie of pakkies op die pos doen of pos afhaal; (68)

(9) "deeltydse depotassistent" 'n depotassistent wat op 'n weeklikse of maandelikse grondslag vir hoogstens 24 gewone werkure in enige week in diens is; (72)

(10) "deeltydse werknemer" 'n vroulike werknemer wat op 'n weeklikse of maandelikse grondslag in diens is vir hoogstens 24 gewone werkure per week en vir wie lousule 3 (1) (a) (iii) voorgeskryf word; (73)

(11) "depot" 'n perseel wat deur die werkgewer aangehou word om artikels wat gewas, gestryk, droogskoongemaak of gekleur moet word, te ontvang en sulke artikels na behandeling aan klante terug te besorg; (27)

(2) "Area B" means the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randfontein, Rodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria; (28)

(3) "Area C" means the Magisterial Districts of Durban, Inanda, Pinetown (excluding those portions of the said three Districts which fall within a radius of 15 miles of the General Post Office of Durban), Bloemfontein and Kimberley; (29)

(4) "Area D" means the Magisterial District of Klerksdorp, Pietermaritzburg, Sasolburg, Uitenhage, Welkom and Worcester and the municipal areas of Beacon Bay and East London; (30)

(5) "Area E" means the Magisterial Districts of Odendaalsrus, Potchefstroom and Virginia; (31)

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

(7) "artisan's assistant" means an employee who assists an artisan or a handyman by holding articles or tools or otherwise working with him, other than by the independent use of tools, and who may oil or grease power-driven machines or vehicles; (3)

(8) "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; (35)

(9) "bulk sorter" means an employee who is engaged in sorting processed and finished articles according to the code mark of the depot, agent or canvasser, but not according to the customer's identification marks; (47)

(10) "calender machine or mangle operator" means an employee who is engaged in feeding articles into or taking articles from a calender machine or mangle or folding such articles and who may start or stop the machine; (34)

(11) "canvasser" means an employee who is engaged in inviting, soliciting or canvassing orders for goods to be laundered, dry cleaned or dyed and who may collect goods for laundering, dry cleaning or dyeing, may quote prices and issue invoices, and may deliver goods to customers and accept payment therefor and issue receipts; (84)

(12) "canvasser, Grade A," means a canvasser who operates from a motor vehicle the unladen weight of which exceeds 1 000 lb.; (85)

(13) "canvasser, Grade B," means a canvasser who operates from a motor vehicle the unladen weight of which does not exceed 1 000 lb.; (86)

(14) "canvasser, Grade C," means a canvasser who operates from any other kind of transport; (87)

(15) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (45)

(16) "chargehand" means an employee who, under the supervision of a foreman, forewoman, supervisor or dyer, is in charge of a group of Grade I, Grade II, Grade III or Grade IV employees or labourers, or any combination of these classes; (57)

(17) "checker" means an employee who is engaged in verifying articles before or after the cleaning process with customers' lists or the establishment's invoices and who may—

- (a) under the supervision of an invoice clerk, complete invoices and enter prices;
- (b) make copies of the customer's list or the establishment's invoices;
- (c) compile despatch sheets;
- (d) determine and record the weight and quantity of processed articles; (50)

(18) "checker, qualified," means a checker who has had not less than 12 months' experience; (51)

(19) "checker, unqualified," means a checker who has had less than 12 months' experience; (52)

(20) "checker's assistant" means an employee who is engaged in opening up parcels or bundles of articles received and counting out or calling over the pieces for the checker; (53)

(12) "depotassistent" 'n werknemer wat, in 'n depot, een of meer van die volgende werksaamhede verrig:

(a) Artikels wat gewas, gestryk, droogskoongemaak of gekleur moet word van klante ontvang en sodanige artikels na die behandeling daarvan aan klante terugbesorg;

(b) geld van klante aanneem;

(c) geld in die bank deponeer;

(d) boeke van die depot byhou;

(e) toesig hou oor kollekteerders; (28)

(13) "depotassistent, gekwalifiseerd," 'n depotassistent met minstens 12 maande ondervinding; (29)

(14) "depotassistent, ongekwalifiseerd," 'n depotassistent met minder as 12 maande ondervinding; (30)

(15) "eerste ondersoeker" 'n werknemer wat artikels voor of na die skoonmaakproses met die oog op merke of vlekke ondersoek en wat merke of vlekke met 'n droë borsel of met 'n borsel en water mag verwyder; (41)

(16) "fabrieksklerk" 'n werknemer wat een of meer van die volgende pligte verrig:

(a) Hoeveelhede weeg of tel of opteken;

(b) werkydperke en ander besonderhede betreffend produksie aanteken;

(c) die vordering van werk in die fabriek aanteken;

(d) besonderhede in verband met rekvisities vir of uitreiking van voorraad of uitrusting aanteken;

(e) van uitgaande pakkette boekhou of vorms vir kosteberekening of ter boekstaving inzul; (36)

(17) "fabrieksklerk, gekwalifiseerd," 'n fabrieksklerk met minstens 12 maande ondervinding; (37)

(18) "fabrieksklerk, ongekwalifiseerd," 'n fabrieksklerk met minder as 12 maande ondervinding; (38)

(19) "faktotum" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting en wat ook kleinere herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (54)

(20) "faktuurklerk" 'n werknemer, uitgesonderd 'n werwer, nasiener of depotassistent, wat op faktuurvorms artikels inskryf en pryse aanteken; (58)

(21) "faktuurklerk, gekwalifiseerd," 'n faktuurklerk met minstens 12 maande ondervinding; (59)

(22) "faktuurklerk, ongekwalifiseerd," 'n faktuurklerk met minder as 12 maande ondervinding; (60)

(23) "finale ondersoeker" 'n werknemer wat artikels wat klaar gewas en gestryk, skoongemaak of gekleur is, na voltooiing van al die betrokke prosesse, met die oog op foute of vlekke ondersoek; (39)

(24) "fynstopper" 'n werknemer wat artikels stop of heelmaak deur metodes aan te wend wat daarop bereken is om die oorspronklike stof- en kleurpatroon te herstel of te behou; (55)

(25) "fynstopper, gekwalifiseerd," 'n fynstopper met minstens een jaar ondervinding; (56)

(26) "fynstopper, ongekwalifiseerd," 'n fynstopper met minder as een jaar ondervinding; (57)

(27) "gebied A" die landdrostdistrik Johannesburg; (1)

(28) "gebied B" die landdrostdistrikte Albertyn, Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria; (2)

(29) "gebied C" die landdrostdistrikte Durban, Inanda, Pine-town (uitgesonderd dié gedeeltes van genoemde drie distrikte wat binne 'n straal van 15 myl vanaf die Hoofposkantoor, Durban, val), Bloemfontein en Kimberley; (3)

(30) "gebied D" die landdrostdistrikte Klerksdorp, Pietermaritzburg, Sasolburg, Uitenhage, Welkom en Worcester en die munisipale gebiede Beaconbaai en Oos-Londen; (4)

(31) "gebied E" die landdrostdistrik Odendaalsrus, Potchefstroom en Virginia; (5)

(32) "gewone naaldwerker" 'n werknemer, uitgesonderd 'n heelmaker, wat een of meer van die volgende werksaamhede verrig:

(a) Broekomslae vaswerk;

(b) hoedbande en -voerings, gordels, gespes, knope of ander vasmakers aanwerk;

(c) kouse of sokkies stop;

(d) lengtes materiaal aanmekeer werk ter voorbereiding vir die kleurproses; (75)

(33) "heelmaker" 'n werknemer, uitgesonderd 'n fynstopper, wat geweeftde of gebreide artikels verander of heelmaak; (67)

(21) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, and a telephone 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; (36)

(22) "clerk, female, qualified," means a female clerk who has had not less than four years' experience; (39)

(23) "clerk, female, unqualified," means a female clerk who has had less than four years' experience; (40)

(24) "clerk, male, qualified," means a male clerk who has had not less than five years' experience; (37)

(25) "clerk, male, unqualified," means a male clerk who has had less than five years' experience; (38)

(26) "collector" means an employee who is required to collect or deliver goods on foot, by pedal cycle or push cart, or who may accompany a canvasser or a driver of a motor vehicle to collect or deliver goods, and who in respect thereof may issue dockets and accept payment, but who may not drive the vehicle or invite, solicit or canvass orders; (42)

(27) "depot" means premises used by the employer for the purpose of receiving articles to be laundered, dry cleaned or dyed and, after processing, for the purpose of re-issuing such articles to customers; (11)

(28) "depot assistant" means an employee who, in a depot, is engaged in one or more of the following operations:

(a) Receiving from customers articles to be laundered, dry cleaned or dyed and reissuing such articles to customers after processing;

(b) accepting money from customers;

(c) banking of moneys;

(d) keeping of records of the depot;

(e) supervising collectors; (12)

(29) "depot assistant, qualified," means a depot assistant who has had not less than 12 months' experience; (13)

(30) "depot assistant, unqualified," means a depot assistant who has had less than 12 months' experience; (14)

(31) "driver of a motor vehicle" means an employee, other than a canvasser, who is engaged in driving a motor vehicle for the purpose of transporting personnel or goods and who on delivering goods may accept payment in respect of such goods, 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; (7)

(32) "dyer" means an employee who is engaged in or who supervises the dyeing and bleaching process and who decides on the nature, type, blending and application of the dyes or other chemicals to be used; (41)

(33) "emergency work" means—

(a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, must be done without delay and includes work to be done for ships;

(b) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours; (55)

(34) "establishment" means any premises in or in connection with which one or more employees are employed in the Laundry, Dry Cleaning and Dyeing Trade; (5)

(35) "experience" means in relation to—

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

(b) any other class of employee, the total period or periods of employment which an employee has had in his class in the Laundry, Dry Cleaning and Dyeing Trade; (58)

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

(a) Weighing or counting or recording quantities;

(b) recording performance times and other particulars relating to production;

(c) recording the progress of work in the factory;

(d) recording particulars in regard to requisitions for or issues of supplies or equipment;

(e) booking out parcels or completing forms for costing or record purposes; (16)

(37) "factory clerk, qualified," means a factory clerk who has had not less than 12 months' experience; (17)

(34) "kalandermasjiën- of mangelbediener" 'n werknemer wat artikels in 'n kalandermasjiën of mangel voer of daarvan afhaal of sodanige artikels vou en wat die masjiën mag aan- of afskakel; (10)

(35) "ketelbediener" 'n werknemer wat, onder algemene toesig, die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel mag maak, stook of uithaal; (8)

(36) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier en 'n telefoonskakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (21)

(37) "klerk, man, gekwalifiseerd," 'n manlike klerk met minstens vyf jaar ondervinding; (24)

(38) "klerk, man, ongekwalifiseerd," 'n manlike klerk met minder as vyf jaar ondervinding; (25)

(39) "klerk, vrou, gekwalifiseerd," 'n vroulike klerk met minstens vier jaar ondervinding; (22)

(40) "klerk, vrou, ongekwalifiseerd," 'n vroulike klerk met minder as vier jaar ondervinding; (23)

(41) "kleurder" 'n werknemer wat werksaam is by, of toesig hou oor kleur- en bleikwerk en wat besluit oor die aard, soort, meng en aanwending van die kleur- of ander chemiese stowwe wat gebruik moet word; (32)

(42) "kollekteerder" 'n werknemer van wie vereis word om goedere te voet, per trapfiets of met 'n stootkar te haal of af te lewer, of wat 'n werwer of 'n motorvoertuigbestuurder mag vergesel om goedere te haal of af te lewer, en wat ten opsigte daarvan ontvangsbewyse mag uitreik en geld ontvang maar wat nie die voertuig mag bestuur of bestellings mag soek, aanvra of werf nie; (26)

(43) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n slapte in die bedryf, 'n tekort aan grondstowwe of 'n onklaarraking van installasie of masjinerie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (77)

(44) "loon" die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat—

(i) as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

(ii) die eerste voorbehoedsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; (85)

(45) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (15)

(46) "masjiënbediener" 'n werknemer wat een of meer van die volgende masjiëne bedien, versorg, aanskakel of stopsit, met inbegrip van enige masjiën wat die werk van twee of meer sodanige masjiëne verrig:

In die wassery- en droogskoonmaakafdelings—

wasmasjiëne;
ekstraktors;
tuimelaars;
tapyt-skuimwasmasjiëne;

in die kleurafdeling—

alle masjiëne, uitgesonderd persmasjiëne;

en van wie vereis mag word—

(a) om sy masjiën of masjiëne te olie en te smeer, dryfbande te herstel en kleiner verstellings aan te bring;

(b) om die lengte en gewig van behandelde artikels vas te stel en aan te teken;

(c) om kleurstowwe of ander chemikalieë of bestanddele te weeg of af te meet;

(d) om artikels vir behandeling te klassifiseer; (64)

(47) "massasorteerder" 'n werknemer wat behandelde en afge- werkte artikels sorteer volgens die kodemerk van die depot, agent of werwer, maar nie volgens die uitkenningsmerk van die klant nie; (9)

(48) "merker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Klante se uitkenningsmerke of op die materiaal self of op bandjies of lussies bedoel vir aanhegting aan die artikel, met die hand of met 'n masjiën aanbring;

(b) sodanige uitkenningsmerke op die bedryfsinrigting se faktuur of die klant se lys aanteken of dit daarmee vergelyk;

(38) "factory clerk, unqualified," means a factory clerk who has had less than 12 months' experience; (18)

(39) "final examiner" means an employee who is engaged in examining laundered, cleaned or dyed articles for faults or blemishes after the completion of all the processes involved; (23)

(40) "finishing hand" means an employee, other than a calender machine operator, who is engaged in ironing, pressing or steaming articles to shape after processing, and who may carry out minor adjustments to the machine which he operates; (1)

(41) "first examiner" means an employee who is engaged in examining articles for marks or stains either before or after the cleaning process and who may remove marks or stains with a dry brush or with brush and water; (15)

(42) "foreman" means a male 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; (69)

(43) "forewoman" means a female employee who is in charge of the female employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (70)

(44) "Grade I employee" means an employee who is engaged in one or more of the following capacities:

- (a) Finishing hand in the dry cleaning section;
- (b) final examiner;
- (c) mender;
- (d) spotter; (74)

(45) "Grade I employee, qualified," means a Grade I employee who has had not less than six months' experience; (75)

(46) "Grade I employee, unqualified," means a Grade I employee who has had less than six months' experience; (76)

(47) "Grade II employee" means an employee who is engaged in one or more of the following capacities:

- (a) Machine operator;
- (b) marker;
- (c) sorter;
- (d) packer;
- (e) water brusher; (77)

(48) "Grade II employee, qualified," means a Grade II employee who has had not less than six months' experience; (78)

(49) "Grade II employee, unqualified," means a Grade II employee who has had less than six months' experience; (79)

(50) "Grade III employee" means an employee who is engaged in one or more of the following capacities:

- (a) Finishing hand in the laundry or dyeing sections;
- (b) artisan's assistant;
- (c) messenger;
- (d) first examiner;
- (e) plain sewer;
- (f) collector; (80)

(51) "Grade III employee, qualified," means a Grade III employee who has had not less than three months' experience; (81)

(52) "Grade III employee, unqualified," means a Grade III employee who has had less than three months' experience; (82)

(53) "Grade IV employee" means an employee who is engaged in one or more of the following capacities:

- (a) Calender machine or mangle operator;
- (b) bulk sorter;
- (c) checker's assistant;
- (d) wet cleaner; (83)

(54) "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan; (19)

(55) "invisible mender" means an employee who is engaged in darning or mending articles by applying methods designed to restore or retain the original fabric and colour pattern; (24)

(56) "invisible mender, qualified," means an invisible mender who has had not less than one year's experience; (25)

(57) "invisible mender, unqualified," means an invisible mender who has had less than one year's experience; (26)

(58) "invoice clerk" means an employee, other than a canvasser, checker or depot assistant, who is engaged in entering and pricing articles on invoices; (20)

(59) "invoice clerk, qualified," means an invoice clerk who has had not less than 12 months' experience; (21)

(60) "invoice clerk, unqualified," means an invoice clerk who has had less than 12 months' experience; (22)

(c) artikels ondersoek en die toestand daarvan op die bedryfsinrigting se faktuur of die klant se lys aanteken en wat artikels vir behandeling mag klassifiseer en artikels by die grootmaat mag tel en die grootaantal daarvan aanteken; (66)

(49) "motorvoertuig" 'n krag-aangedrewe voertuig wat gebruik word vir die vervoer van goedere, en omvat dit ook 'n voorhaker; (69)

(50) "nasiener" 'n werknemer wat artikels voor of na die skoonmaakproses vergelyk met die klante se lys of die bedryfsinrigting se fakture en wat—

(a) fakture onder toesig van 'n faktuurklerk mag invul en pryse opteken;

(b) afskrifte van die klant se lys of die bedryfsinrigting se fakture mag maak;

(c) versendingslys mag opstel;

(d) die gewig en hoeveelheid van behandelde artikels mag vasstel en opteken; (17)

(51) "nasiener, gekwalifiseerd," 'n nasiener met minstens 12 maande ondervinding; (18)

(52) "nasiener, ongekwalifiseerd," 'n nasiener met minder as 12 maande ondervinding; (19)

(53) "nasiener se assistent" 'n werknemer wat pakkies of bondels ingekome artikels oopmaak en die stukke vir die nasiener uitleg of afroep; (20)

(54) "natskoonmaker" 'n werknemer wat artikels met water en seep, 'n seepoeier of 'n seepoplossing deur die gebruik van 'n borsel, lap of spons afwas; (38)

(55) "noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of 'n onklaarraking van installasie of masjinerie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, sonder versuim gedoen moet word en omvat dit werk wat vir skepe gedoen moet word;

(b) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkkure verrig kan word nie; (33)

(56) "onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om 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 'n trapfiets met hulpmotor, die onbelaste gewig geag word hoogstens 1 000 lb te wees; (84)

(57) "onderbaas" 'n werknemer wat onder toesig van 'n voorman, voorvrou, toesighouer of kleurder aan die hoof staan van 'n groep werknemers graad I, graad II, graad III of graad IV of 'n groep arbeiders, of enige kombinasie van hierdie klasse werknemers; (16)

(58) "ondervinding" met betrekking tot—

(a) 'n klerk, 'n fabrieksklerk of 'n faktuurklerk, die totale tydperk of tydperke wat 'n werknemer as onderskeidelik 'n klerk, 'n fabrieksklerk of 'n faktuurklerk in enige bedryf of in die diens van die Staat werksaam was;

(b) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Wassery-, Droogskoonmaak- en Kleurbedryf werksaam was; (35)

(59) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgewer werk en wat langer is as die onderskeie gewone werkkure by klousule 5 (1) of (2) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk waarin 'n werknemer wie se gewone werkkure by klousule 5 (1) voorgeskryf word, op 'n Sondag vir sy werkgewer werk nie; (70)

(60) "senior bestuurs- of administratiewe werknemer" 'n werknemer wat in opdrag van sy werkgewer werk verrig wat verantwoordelikheid meebring vir die neem van besluite van 'n administratiewe aard in die uitvoering van die werksaamhede van 'n bedryfsinrigting; (76)

(61) "sorteerder" 'n werknemer wat artikels ooreenkomstig uitkenningsmerke, klante se lys of die bedryfsinrigting se fakture sorteer of byeenbring en sodanige merke, lys of fakture mag kontroleer en fakture sorteer; (78)

(62) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (74)

(63) "tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgewer werk van 'n tegniese of professionele aard verrig; (83)

(64) "toesighouer" 'n werknemer wat in die droogskoonmaakafdeling van 'n bedryfsinrigting—

(a) beheer of toesig hou oor die werk van die werknemers wat in die droogskoonmaak- of natskoonmaakproses werksaam is;

(61) "labourer" means an employee who is engaged in any one or more of the following activities:

(a) Assisting on delivering vehicles;

(b) assisting a machine operator by feeding articles into or taking them from a machine;

(c) attaching labels by hand;

(d) brushing articles with a dry brush prior to the cleaning process;

(e) carrying, lifting, stacking, loading or unloading, other than by power-driven device;

(f) cleaning or polishing premises or vehicles, furniture, utensils, machinery or implements;

(g) gardening work;

(h) making tea or similar beverages or serving tea or similar beverages to employees or his employer;

(i) opening or closing bags, bales, boxes or other containers;

(j) operating a non-power-driven hoist;

(k) operating a vacuum-cleaner or a carpet-beater;

(l) pushing or pulling a vehicle, other than by power-driven device;

(m) removing refuse or ashes;

(n) shaking out articles;

(o) shovelling or carting coal;

(p) sorting articles into categories but not according to code marks, invoices or identification marks;

(q) stirring a dye solution during the process of dyeing;

(r) tending, harnessing or unharnessing animals;

(s) turning pockets out;

(t) wrapping articles;

(u) weighing to set scale or counting consumable supplies or spares; (4)

(62) "Laundry, Dry-cleaning and Dyeing Trade" means the trade in which employers and employees are associated for the purpose of carrying on any one or more of the following activities:

(a) Washing, ironing, pressing, cleaning, dyeing or mending articles to the order of customers in an establishment which is registered or liable for registration in terms of the Factories, Machinery and Building Work Act, 1941, and includes an establishment in which coin machines or any self-operated or similar automatic washing, dry-cleaning or dyeing machines are made available for use by customers;

(b) using vehicles or conducting depots, whether or not such vehicles are connected with or such depots form part of or are connected with an establishment in which the activities specified in (a) are performed, for the purpose of canvassing, inviting or soliciting orders for articles to be washed, ironed, pressed, cleaned, dyed or mended, and includes the collecting, receiving or delivering of such articles;

and further includes all operations incidental to or consequent on any of the aforesaid activities, but does not include—

(i) a laundry which is operated by an educational institution on behalf of resident pupils or students;

(ii) an establishment which is operated by an hotel for its domestic requirements or those of its guests; (72)

(63) "law" includes the common law; (88)

(64) "machine operator" means an employee who operates, attends, starts or stops one or more of the following machines, including any machine which combines the functions of two or more of such machines:

In the Laundry and Dry-cleaning Sections—

washers;

extractors;

tumblers;

carpet shampooing machines;

in the Dyeing Section—

all machines other than pressing machines;

and who may be required—

(a) to oil and grease his machine or machines, to repair belts and carry out minor adjustments;

(b) to determine and record the length and weight of processed articles;

(c) to weigh or measure out dye-stuffs or other chemicals or ingredients;

(d) to classify articles for processing; (46)

(65) "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, excluding a depot, and the employees engaged therein; (6)

(b) verantwoordelik is vir die behandeling wat toegepas word om kolle of vlekke te verwyder;

(c) standaardoplossings mag aanmaak of vlekuihaalmiddels mag uitreik;

(d) self werksaam mag wees in die werk waarvoor hy toesig en beheer het; (80)

(65) "toesighouer, gekwalifiseerd," 'n toesighouer met minstens drie jaar ondervinding; (81)

(66) "toesighouer, ongekwalifiseerd," 'n toesighouer met minder as drie jaar ondervinding; (82)

(67) "verpakker" 'n werknemer wat artikels, met die oog op versending, byeenbring, toedraai en in pakke opmaak; (71)

(68) "vlekuihtaler" 'n werknemer wat kolle of vlekke van artikels verwyder deur middel van standaardoplossings, uitgesonderd seep, seepoplossing of seepoeier, maar wat ook die pligte van 'n "waterborselaar" mag nakom en sy uitrusting mag gebruik; (79)

(69) "voorman" 'n manlike werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (42)

(70) "voortvrou" 'n vroulike werknemer wat aan die hoof staan van die vroulike werknemers in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen, en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (43)

(71) "wag" 'n werknemer wat 'n perseel of eiendom bewaak; (86)

(72) "Wassery-, Droogskoonmaak- en Kleurbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om enigeen of meer van die volgende aktiwiteite te verrig:

(a) Die was, stryk, pers, skoonmaak, kleur of heelmaak van artikels volgens die bestellings van klante in 'n bedryfsinrigting wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of aan registrasie onderworpe is en sluit 'n bedryfsinrigting in waarin muntmasjiene of selfbedienings- of enige soortgelyke outomatiese was-, droogskoonmaak- of kleurmasjiene vir gebruik deur klante, beskikbaar gestel word;

(b) die gebruik van voertuie of die bestuur van depots, afgesien daarvan of sodanige voertuie in verband staan met of sodanige depots deel uitmaak van of in verband staan met bedryfsinrigtings waar die aktiwiteite in (a) genoem, uitgeoefen word, met die doel om bestellings vir die was, stryk, pers, skoonmaak, kleur of heelmaak van artikels te soek, aan te vra of te werf, en omvat die insameling, ontvangs of aflewering van sodanige artikels, en omvat verder alle werksaamhede wat met enigeen van voornoemde bedrywighede in verband staan of daaruit voortspruit, maar omvat nie—

(i) 'n wassery wat deur 'n opvoedkundige inrigting ten behoeve van inwonende leerlinge of studente aangehou word nie;

(ii) 'n bedryfsinrigting wat deur 'n hotel vir sy huishoudelike behoeftes of dié van sy gaste aangehou word nie; (62)

(73) "waterborselaar" 'n werknemer wat met seep, 'n seepoplossing of seepoeier deur die gebruik van 'n borsel, spoeier, lap, spons of stoomspuit kolle of vlekke van artikels verwyder; (87)

(74) "werknemer graad I" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is:

(a) Afwerker in die droogskoonmaakafdeling;

(b) finale ondersoeker;

(c) heelmaker;

(d) vlekuihtaler; (44)

(75) "werknemer graad I, gekwalifiseerd," 'n werknemer graad I met minstens ses maande ondervinding; (45)

(76) "werknemer graad I, ongekwalifiseerd," 'n werknemer graad I met minder as ses maande ondervinding; (46)

(77) "werknemer graad II" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is:

(a) Masjienbediener;

(b) merker;

(c) sorteerder;

(d) verpakker;

(e) waterborselaar; (47)

(78) "werknemer graad II, gekwalifiseerd," 'n werknemer graad II met minstens ses maande ondervinding; (48)

(79) "werknemer, graad II, ongekwalifiseerd," 'n werknemer graad II met minder as ses maande ondervinding; (49)

(66) "marker" means an employee who is engaged in one or more of the following operations:

(a) Marking articles by hand or machine with customers' identification marks either on the material itself or on tapes or tabs for attachment to the articles;

(b) entering such markings on or verifying them with the establishment's invoice or the customer's list;

(c) examining the articles and recording the condition thereof on the establishment's invoice or the customer's list and who may classify articles for processing and count articles in bulk and record the total thereof; (48)

(67) "mender" means an employee, other than an invisible mender, who is engaged in altering or mending woven or knitted articles; (23)

(68) "messenger" means an employee who is engaged in delivering letters or messages, folding statements or inserting them in envelopes, sealing envelopes, rubber stamping, mailing correspondence or parcels, or collecting mail; (8)

(69) "motor vehicle" means any power-driven vehicle used for conveying goods and includes a mechanical horse; (49)

(70) "overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 5 (1) or (2), but does not include any period during which an employee whose ordinary hours of work are prescribed in clause 5 (1), works for his employer on a Sunday; (59)

(71) "packer" means an employee who is engaged in assembling, wrapping and parcelling articles for dispatch; (67)

(72) "part-time depot assistant" means a depot assistant who is employed by the week or month for not more than 24 ordinary hours of work in any week; (9)

(73) "part-time employee" means a female employee who is employed by the week or month for not more than 24 ordinary hours of work per week and for whom wages are prescribed in clause 3 (1) (a) (iii); (10)

(74) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (62)

(75) "plain sewer" means an employee, other than a mender, who is engaged in one or more of the following activities:

(a) Tacking trousers turn-ups;

(b) attaching hat bands and linings, belts, buckles, buttons or other fasteners;

(c) darning hosiery;

(d) sewing lengths of material together in preparation for the dyeing process; (32)

(76) "senior managerial or administrative employee" means an employee who is charged by his employer with the performance of work entailing responsibility for taking decisions of an administrative character in the conduct of the activities of an establishment; (60)

(77) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (43)

(78) "sorter" means an employee who is engaged in sorting or assembling articles according to identification marks, customers' lists or the establishment's invoices and who may check such marks, lists or invoices and sort invoices; (61)

(79) "spotter" means an employee who is engaged in removing spots or stains from articles by means of stock solutions other than soap, soap solution or soap powder but who may also perform the duties and use the equipment of a "water brush"; (68)

(80) "supervisor" means an employee who, in the dry cleaning section of an establishment—

(a) controls or supervises the work of employees engaged in the dry or wet cleaning process;

(b) is responsible for treatment to be applied in removing spots or stains;

(c) may compound stock solutions or issue spot removers;

(d) may himself be engaged in the work which he controls or supervises; (64)

(81) "supervisor, qualified," means a supervisor who has had not less than three years' experience; (65)

(82) "supervisor, unqualified," means a supervisor who has had less than three years' experience; (66)

(80) "werknemer, graad III" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is:

- (a) Afwerker in die wassery- of kleurafdeling;
- (b) ambagsman se assistent;
- (c) bode;
- (d) eerste ondersoeker;
- (e) gewone naaldwerker;
- (f) kollekteerder; (50)

(81) "werknemer, graad III, gekwalifiseerd," 'n werknemer graad III met minstens drie maande ondervinding; (51)

(82) "werknemer, graad III, ongekwalifiseerd," 'n werknemer graad III met minder as drie maande ondervinding; (52)

(83) "werknemer, graad IV" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is:

- (a) Kalandermasjien- of mangelbediener;
- (b) massasorteerder;
- (c) nasiener se assistent;
- (d) natskoonmaker; (53)

(84) "werwer" 'n werknemer wat bestellings vir die was, stryk, droogskoonmaak of kleur van goedere soek, aanvra of werf en goedere wat gewas, gestryk, droogskoongemaak of gekleur moet word, mag insamel, die prys kwoteer of fakture uitreik, goedere aan klante mag aflewer, betaling ontvang en kwitansies daarvoor gee; (11)

(85) "werwer, graad A" 'n werwer wat 'n motorvoertuig met 'n onbelaste gewig van meer as 1 000 lb gebruik om sy werk te verrig; (12)

(86) "werwer, graad B" 'n werwer wat 'n motorvoertuig met 'n onbelaste gewig van hoogstens 1 000 lb gebruik om sy werk te verrig; (13)

(87) "werwer, graad C" 'n werwer wat enige ander vervoermiddel gebruik om sy werk te verrig; (14)

(88) "Wet" ook die gemene reg. (63)

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

3. BESOLDIGING

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

(a) *Werknemers uitgesonderd los werknemers of deeltydse werknemers:*

(i)

*In alle
gebiede
Per week
R*

Ambagsman.....	40,00
Werwer, graad A.....	18,50
Werwer, graad B.....	13,20
Werwer, graad C.....	10,20
Onderbaas—R1 per week meer as die loon in hierdie Vasstelling voorgeskryf vir die hoogs betaalde klas werknemer onder sy toesig.	
Klerk, vrou, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding.....	11,08
gedurende die tweede jaar ondervinding.....	13,04
gedurende die derde jaar ondervinding.....	15,00
gedurende die vierde jaar ondervinding.....	16,96
Klerk, vrou, gekwalifiseerd.....	18,92
Klerk, man, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding.....	12,00
gedurende die tweede jaar ondervinding.....	15,46
gedurende die derde jaar ondervinding.....	18,92
gedurende die vierde jaar ondervinding.....	22,38
gedurende die vyfde jaar ondervinding.....	25,85
Klerk, man, gekwalifiseerd.....	29,54
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig—	
(i) hoogstens 1 000 lb is.....	11,50
(ii) meer as 1 000 lb maar hoogstens 6 000 lb is.....	16,10
(iii) meer as 6 000 lb is.....	20,00
Kleurder.....	40,00
Voorman.....	42,00
Voorvrou.....	24,00
Faktotum.....	21,00
Fynstopper, ongekwalifiseerd—	
gedurende die eerste ses maande ondervinding.....	9,60
gedurende die tweede ses maande ondervinding.....	12,00
Fynstopper, gekwalifiseerd.....	14,40
Toesighouer, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding.....	15,00
gedurende die tweede jaar ondervinding.....	20,00
gedurende die derde jaar ondervinding.....	25,00
Toesighouer, gekwalifiseerd.....	31,00

(83) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character; (63)

(84) "unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two- or three-wheeled motor cycle, motor scooter or autocycle or a cycle fitted with an auxiliary engine the unladen weight shall be deemed not to exceed 1 000 lb; (56)

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

(i) if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;

(ii) the first proviso shall not be construed so as to refer to or include any remuneration which an employee, who is employed on any basis provided for in clause 9, receives over and above the amount which he would have received if he had not been employed on such a basis; (44)

(86) "watchman" means an employee who is engaged in guarding premises or property; (71)

(87) "water brusher" means an employee who is engaged in removing spots or stains from articles by means of soap, soap solution or soap powder by the use of a brush, spray, cloth, sponge or steam gun; (73)

(88) "wet cleaner" means an employee who is engaged in washing articles by means of water and soap, a soap powder or soap solution, using a brush, cloth or sponge. (54)

(b) 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 or part-time employees:*

(i)

*In all
Areas
Per week
R*

Artisan.....	40,00
Canvasser, Grade A.....	18,50
Canvasser, Grade B.....	13,20
Canvasser, Grade C.....	10,20
Chargehand—R1 per week more than the wage prescribed in this Determination for the highest paid class of employee under his supervision.	
Clerk, female, unqualified—	
during the first year of experience.....	11,08
during the second year of experience.....	13,04
during the third year of experience.....	15,00
during the fourth year of experience.....	16,96
Clerk, female, qualified.....	18,92
Clerk, male, unqualified—	
during the first year of experience.....	12,00
during the second year of experience.....	15,46
during the third year of experience.....	18,92
during the fourth year of experience.....	22,38
during the fifth year of experience.....	25,85
Clerk, male, qualified.....	29,54
Driver of a motor vehicle, the unladen weight of which—	
(i) does not exceed 1 000 lb.....	11,50
(ii) exceeds 1 000 lb but not 6 000 lb.....	16,10
(iii) exceeds 6 000 lb.....	20,00
Dyer.....	40,00
Foreman.....	42,00
Forewoman.....	24,00
Handyman.....	21,00
Invisible mender, unqualified—	
during the first six months of experience.....	9,60
during the second six months of experience.....	12,00
Invisible mender, qualified.....	14,40
Supervisor, unqualified—	
during the first year of experience.....	15,00
during the second year of experience.....	20,00
during the third year of experience.....	25,00
Supervisor, qualified.....	31,00

(ii)

	In gebied A	In gebied B	In gebied C	In gebied D	In gebied E
	Per week R	Per week R	Per week R	Per week R	Per week R
Ketelbediener.....	10,60	10,00	8,80	8,50	8,00
Nasiener in die droogskoonmaakafdeling, vrou, ongekwalifiseerd—					
gedurende die eerste ses maande ondervinding.....	10,45	8,10	7,30	7,10	6,55
gedurende die tweede ses maande ondervinding.....	11,05	8,60	7,75	7,50	6,95
Nasiener in die droogskoonmaakafdeling, vrou, gekwalifiseerd.....	12,00	9,50	8,60	8,35	7,80
Nasiener in die droogskoonmaakafdeling, man, ongekwalifiseerd—					
gedurende die eerste ses maande ondervinding.....	11,50	9,55	8,60	8,35	7,75
gedurende die tweede ses maande ondervinding.....	12,00	10,10	9,10	8,85	8,20
Nasiener in die droogskoonmaakafdeling, man, gekwalifiseerd.....	13,00	11,00	10,10	9,80	9,10
Nasiener in die wassery- en kleurafdelings, vrou, ongekwalifiseerd—					
gedurende die eerste ses maande ondervinding.....	10,45	8,50	7,75	7,50	6,95
gedurende die tweede ses maande ondervinding.....	11,35	9,00	8,20	7,95	7,35
Nasiener in die wassery- en kleurafdelings, vrou, gekwalifiseerd.....	12,40	10,00	9,10	8,80	8,15
Nasiener in die wassery- en kleurafdelings, man, ongekwalifiseerd—					
gedurende die eerste ses maande ondervinding.....	11,50	10,00	9,00	8,75	8,10
gedurende die tweede ses maande ondervinding.....	12,40	10,60	9,55	9,30	8,60
Nasiener in die wassery- en kleurafdelings, man, gekwalifiseerd.....	13,40	11,40	10,60	10,30	9,55
Depotassistent, ongekwalifiseerd—					
gedurende die eerste ses maande ondervinding.....	12,00	11,40	11,40	10,80	10,20
gedurende die tweede ses maande ondervinding.....	14,40	12,60	12,60	12,00	11,40
Depotassistent, gekwalifiseerd.....	17,70	13,80	13,80	13,20	12,60
Fabrieksklerk, ongekwalifiseerd—					
gedurende die eerste ses maande ondervinding.....	11,50	10,80	10,80	10,80	10,80
gedurende die tweede ses maande ondervinding.....	12,50	12,00	12,00	12,00	12,00
Fabrieksklerk, gekwalifiseerd.....	14,00	13,20	13,20	13,20	13,20
Werknemer graad I, vrou, ongekwalifiseerd.....	9,65	8,85	7,95	7,65	7,10
Werknemer graad I, vrou, gekwalifiseerd.....	10,30	9,80	8,75	8,45	7,85
Werknemer graad I, man, ongekwalifiseerd.....	10,65	10,00	8,90	8,60	8,00
Werknemer graad I, man, gekwalifiseerd.....	11,30	10,70	9,60	9,30	8,65
Werknemer graad II, vrou, ongekwalifiseerd.....	9,00	8,25	7,40	7,00	6,50
Werknemer graad II, vrou, gekwalifiseerd.....	9,65	8,85	7,95	7,65	7,10
Werknemer graad II, man, ongekwalifiseerd.....	10,05	9,40	8,30	8,00	7,45
Werknemer graad II, man, gekwalifiseerd.....	10,65	10,00	8,90	8,60	8,00
Werknemer graad III, vrou, ongekwalifiseerd—					
gedurende die eerste jaar nadat hierdie Vasstelling bindend word.....	7,90	7,20	5,90	5,70	5,25
daarna.....	7,90	7,20	6,45	6,20	5,75
Werknemer graad III, vrou, gekwalifiseerd—					
gedurende die eerste jaar nadat hierdie Vasstelling bindend word.....	8,10	7,40	6,15	5,85	5,45
daarna.....	8,10	7,40	6,70	6,35	5,95
Werknemer graad III, man, ongekwalifiseerd.....	9,80	9,20	8,00	7,75	7,20
Werknemer graad III, man, gekwalifiseerd.....	10,00	9,45	8,25	8,00	7,45
Werknemer graad IV, vrou—					
gedurende die eerste jaar nadat hierdie Vasstelling bindend word.....	7,90	6,60	5,90	5,70	5,25
daarna.....	7,90	7,20	6,45	6,20	5,75
Werknemer graad IV, man.....	9,80	9,20	8,00	7,75	7,20
Faktuurklerk, vrou, ongekwalifiseerd—					
gedurende die eerste ses maande ondervinding.....	10,20	10,20	10,20	10,20	10,20
gedurende die tweede ses maande ondervinding.....	12,50	12,00	12,00	12,00	12,00
Faktuurklerk, vrou, gekwalifiseerd.....	14,50	13,80	13,80	13,80	13,80
Faktuurklerk, man, ongekwalifiseerd—					
gedurende die eerste ses maande ondervinding.....	12,50	11,40	11,40	11,40	11,40
gedurende die tweede ses maande ondervinding.....	16,00	14,40	14,40	14,40	14,40
Faktuurklerk, man, gekwalifiseerd.....	19,60	18,60	18,60	18,60	18,60
Arbeider, vrou—					
gedurende die eerste jaar nadat hierdie Vasstelling bindend word.....	7,70	6,45	5,70	5,50	5,05
daarna.....	7,70	7,00	6,25	6,00	5,55
Arbeider, man—					
18 jaar of ouer.....	9,60	9,00	7,80	7,50	7,00
onder 18 jaar.....	7,20	6,75	5,85	5,65	5,25
Deeltydse depotassistent.....	11,75	10,20	10,20	9,90	9,60
Wag.....	10,60	10,00	8,80	8,50	8,00
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie.....	10,60	10,00	8,80	8,50	8,00

(iii) Deeltydse werknemers

Nasiener in die droogskoonmaakafdeling.....	7,95	6,35	5,75	5,60	5,20
Nasiener in die wassery- en kleurafdeling.....	8,20	6,70	6,10	5,90	5,45
Faktuurklerk.....	10,00	9,20	9,20	9,20	9,20
Werknemer graad I.....	7,05	6,55	5,85	5,65	5,25
Werknemer graad II.....	6,45	5,90	5,30	5,10	4,75
Werknemer graad III.....	5,40	4,95	4,50	4,25	4,00
Werknemer graad IV.....	5,30	4,80	4,30	4,15	3,85
Arbeider.....	5,15	4,65	4,15	4,00	3,70

(ii)

	In area A	In area B	In area C	In area D	In area E
	Per week R	Per week R	Per week R	Per week R	Per week R
Boiler attendant.....	10,60	10,00	8,80	8,50	8,00
Checker in the dry-cleaning section, female, unqualified—					
during the first six months of experience.....	10,45	8,10	7,30	7,10	6,55
during the second six months of experience.....	11,05	8,60	7,75	7,50	6,95
Checker in the dry-cleaning section, female, qualified.....	12,00	9,50	8,60	8,35	7,80
Checker in the dry-cleaning section, male, unqualified—					
during the first six months of experience.....	11,50	9,55	8,60	8,35	7,75
during the second six months of experience.....	12,00	10,10	9,10	8,85	8,20
Checker in the dry-cleaning section, male, qualified.....	13,00	11,00	10,10	9,80	9,10
Checker in the laundry and dyeing sections, female, unqualified—					
during the first six months of experience.....	10,45	8,50	7,75	7,50	6,95
during the second six months of experience.....	11,35	9,00	8,20	7,95	7,35
Checker in the laundry and dyeing sections, female, qualified.....	12,40	10,00	9,10	8,80	8,15
Checker in the laundry and dyeing sections, male, unqualified—					
during the first six months of experience.....	11,50	10,00	9,00	8,75	8,10
during the second six months of experience.....	12,40	10,60	9,55	9,30	8,60
Checker in the laundry and dyeing sections, male, qualified.....	13,40	11,40	10,60	10,30	9,55
Depot assistant, unqualified—					
during the first six months of experience.....	12,00	11,40	11,40	10,80	10,20
during the second six months of experience.....	14,40	12,60	12,60	12,00	11,40
Depot assistant, qualified.....	17,70	13,80	13,80	13,20	12,60
Factory clerk, unqualified—					
during the first six months of experience.....	11,50	10,80	10,80	10,80	10,80
during the second six months of experience.....	12,50	12,00	12,00	12,00	12,00
Factory clerk, qualified.....	14,00	13,20	13,20	13,20	13,20
Grade I employee, female, unqualified.....	9,65	8,85	7,95	7,65	7,10
Grade I employee, female, qualified.....	10,30	9,80	8,75	8,45	7,85
Grade I employee, male, unqualified.....	10,65	10,00	8,90	8,60	8,00
Grade I employee, male, qualified.....	11,30	10,70	9,60	9,30	8,65
Grade II employee, female, unqualified.....	9,00	8,25	7,40	7,00	6,50
Grade II employee, female, qualified.....	9,65	8,85	7,95	7,65	7,10
Grade II employee, male, unqualified.....	10,05	9,40	8,30	8,00	7,45
Grade II employee, male, qualified.....	10,65	10,00	8,90	8,60	8,00
Grade III employee, female, unqualified—					
during the first year after this Determination becomes binding.....	7,90	7,20	5,90	5,70	5,25
thereafter.....	7,90	7,20	6,45	6,20	5,75
Grade III employee, female, qualified—					
during the first year after this Determination becomes binding.....	8,10	7,40	6,15	5,85	5,45
thereafter.....	8,10	7,40	6,70	6,35	5,95
Grade III employee, male, unqualified.....	9,80	9,20	8,00	7,75	7,20
Grade III employee, male, qualified.....	10,00	9,45	8,25	8,00	7,45
Grade IV employee, female—					
during the first year after this Determination becomes binding.....	7,90	6,60	5,90	5,70	5,25
thereafter.....	7,90	7,20	6,45	6,20	5,75
Grade IV employee, male.....	9,80	9,20	8,00	7,75	7,20
Invoice clerk, female, unqualified—					
during the first six months of experience.....	10,20	10,20	10,20	10,20	10,20
during the second six months of experience.....	12,50	12,00	12,00	12,00	12,00
Invoice clerk, female, qualified.....	14,50	13,80	13,80	13,80	13,80
Invoice clerk, male, unqualified—					
during the first six months of experience.....	12,50	11,40	11,40	11,40	11,40
during the second six months of experience.....	16,00	14,40	14,40	14,40	14,40
Invoice clerk, male, qualified.....	19,60	18,60	18,60	18,60	18,60
Labourer, female—					
during the first year after this Determination becomes binding.....	7,70	6,45	5,70	5,50	5,05
thereafter.....	7,70	7,00	6,25	6,00	5,55
Labourer, male—					
of the age of 18 years or over.....	9,60	9,00	7,80	7,50	7,00
under the age of 18 years.....	7,20	6,75	5,85	5,65	5,25
Part-time depot assistant.....	11,75	10,20	10,20	9,90	9,60
Watchman.....	10,60	10,00	8,80	8,50	8,00
Employee not specifically mentioned elsewhere in this subclause.....	10,60	10,00	8,80	8,50	8,00

(iii) Part-time employees.

Checker in the dry-cleaning section.....	7,95	6,35	5,75	5,60	5,20
Checker in the laundry and dyeing section.....	8,20	6,70	6,10	5,90	5,45
Invoice clerk.....	10,00	9,20	9,20	9,20	9,20
Grade I employee.....	7,05	6,55	5,85	5,65	5,25
Grade II employee.....	6,45	5,90	5,30	5,10	4,75
Grade III employee.....	5,40	4,95	4,50	4,25	4,00
Grade IV employee.....	5,30	4,80	4,30	4,15	3,85
Labourer.....	5,15	4,65	4,15	4,00	3,70

(b) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat waar die werkgever van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" beteken die weekloon wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word, en voorts met dien verstande dat, waar die werkgever van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent verminder mag word.

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

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

(a) '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,

by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer betaal—

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

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

Met dien verstande dat—

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

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

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone weeklikse werkure wat in klousule 5 vir 'n werknemer van sy klas voorgeskryf word.

(b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—

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

(ii) ses, in die geval van alle ander werknemers.

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

(5) *Fietstoelae.*—'n Werkgever wat van 'n werknemer vereis om in die uitvoering van sy pligte sy eie fiets te gebruik, moet hom, benewens enige ander besoldiging aan hom verskuldig, 'n toelae van minstens vyftig sent per week of, as hy 'n los werknemer is, minstens tien sent per dag betaal.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepaling van klousule 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, of binne 10 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer of by diensbeëindiging as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n koefert of houër wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

(a) die werkgever se naam;

(b) die werknemer se naam of sy nommer op die betaalstaat en sy beroep;

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

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

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

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

(3) *Differential wages.*—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 subclause (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 that—

(i) the provisions of this subclause shall not apply where the difference between classes in terms of subclause (1) is based on age, experience or sex;

(ii) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring 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 hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the ordinary weekly hours of work prescribed in clause 5 for an employee of his class.

(b) 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.

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

(5) *Bicycle allowance.*—An employer who requires an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any other remuneration due to him, an allowance of not less than 50 cents per week or, if he is a casual employee, not less than 10 cents per day.

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work or within 10 minutes of ceasing work, on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in an envelope or container on which shall be recorded, or which shall be accompanied by a statement showing—

(a) the employer's name;

(b) the employee's name or his number on the pay-roll, and his occupation;

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

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

- (e) die getal ure wat die werknemer op 'n Sondag of 'n openbare vakansiedag gewerk het;
- (f) die werknemer se loon;
- (g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (h) besonderhede van enige bedrag wat afgetrek is;
- (i) die werklike bedrag wat aan die werknemer betaal word; en
- (j) die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat—

(i) op die skriftelike versoek van 'n werknemer, die bedrag aan hom verskuldig gestort mag word op sy bouvereniging- of bankrekening deur die werkgever wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;

(ii) voornoemde inligting betreffende tyd gewerk nie verstrek hoef te word aan 'n werknemer wat ingevolge klousule 5 (9) (a) of (c) van die werkurebepalings uitgesluit is nie.

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

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

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

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

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystand-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledelgele 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 van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(c) enige bedrag wat 'n werkgever regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;

(d) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en huisvesting of kos of huisvesting van sy werkgever aan te neem, 'n bedrag van hoogstens—

Per week Per maand

	R	R
(i) Kos.....	0,80	3,47
(ii) Huisvesting.....	0,40	1,73
(iii) Kos en huisvesting.....	1,20	5,20;

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

(i) sodanige aftrekking hoogstens een-derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;

(ii) geen aftrekking ten opsigte van korttyd wat deur 'n slapte in die bedryf of 'n tekort aan grondstowwe ontstaan, geskied nie tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;

(iii) geen aftrekking ten opsigte van korttyd geskied vir die eerste uur waarin daar nie gewerk word nie weens 'n onklaar-raking van installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

(f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike owerheid betaal het aan die huur van 'n huis of aan huisvesting in 'n tehuus wat die werknemer in 'n lokasie of Bantoe-dorp onder die beheer van so 'n raad of ander plaaslike owerheid bewoon.

(e) the number of hours worked by the employee on a Sunday or public holiday;

(f) the employee's wage;

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

(h) the details of any deductions made;

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

(j) the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee: Provided that—

(i) at the written request of an employee the amount due to him may be paid into his building society or bank account by his employer who shall hand to him the relevant receipt together with the aforementioned statement;

(ii) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a) or (c).

(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 employees to purchase any goods from him or from any shop, place or person nominated by him.

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

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

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

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

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

(d) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:

Per week Per month

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

(e) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction not exceeding the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided that—

(i) such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;

(ii) no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;

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

(f) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such council or other local authority.

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

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

(A) in die geval van 'n deeltydse depotassistent of 'n deeltydse werknemer—

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

(b) behoudens die bepalings van subparagraaf (a) hiervan, vyf op 'n dag;

(B) in die geval van 'n werwer, 'n bestuurder van 'n motorvoertuig of 'n kollekteerder—

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

(b) behoudens die bepalings van subparagraaf (a) hiervan, tien op 'n dag;

(C) in die geval van alle ander werknemers—

(a) wat ses dae per week werk—

(i) ses-en-veertig in 'n week van Maandag tot en met Saterdag; en

(ii) beroudens die bepalings van subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigeen van die ander dae tot agt en 'n half verleng mag word;

(b) wat vyf dae per week werk—

(i) ses-en-veertig in 'n week van Maandag tot en met Vrydag; en

(ii) behoudens die bepalings van subparagraaf (i) hiervan, nege en 'n kwart op 'n dag.

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

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

(i) 'n werkgewer met sy werknemer ooreen mag kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied skriftelik van sodanige ooreenkomst in kennis gestel het, kan die pouse aldus verkort word;

(ii) werktydperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudsbepaling (i) of (vi) van toepassing is, geag word aaneenlopend te wees;

(iii) as sodanige pouse langer as een uur is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;

(iv) 'n werwer of 'n motorvoertuigbestuurder wat in so 'n pouse geen ander werk verrig nie as om in beheer te wees of te bly van die voertuig wat in die uitvoering van sy pligte gebruik word, by die toepassing van hierdie subklousule geag word in dié pouse nie te gewerk het nie;

(v) alleenlik een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;

(vi) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word.

(4) *Ruspouse.*—'n Werkgewer moet, so na as doenlik aan die middel van elke werktydperk in die voor- en namiddag, aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en daar word geag dat so 'n pouse deel van die gewone werkure van so 'n werknemer uitmaak.

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

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

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

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

(c) meer as twee uur oortyd op 'n dag te werk nie, behalwe dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk;

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

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

A. in the case of a part-time depot assistant or a part-time employee—

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

(b) subject to subparagraph (a) hereof, five on any day;

B. in the case of a canvasser, a driver of a motor vehicle or a collector—

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

(b) subject to subparagraph (a) hereof, ten on any day;

C. in the case of any other employee—

(a) who works a six-day week—

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

(ii) subject to subparagraph (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) who works a five-day week—

(i) forty-six in any week from Monday to Friday, inclusive; and

(ii) subject to subparagraph (i) hereof, nine and one-quarter on any day.

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

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

(i) 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 informed the Divisional Inspector, Department of Labour, for his area, in writing, of such agreement the meal interval may be so reduced;

(ii) periods of work interrupted by intervals of less than one hour, except where proviso (i) or (vi) applies shall be deemed to be continuous;

(iii) 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) a canvasser or a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle used in the performance of his duties shall be deemed for the purposes of this subclause not to have worked during such interval;

(v) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;

(vi) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes.

(4) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning and afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

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

(6) *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) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;

(e) op meer as 60 dae in 'n jaar oortyd te werk nie;

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

(i) sodanige werknemer voor die middag kennis daarvan gegee het; of

(ii) sodanige werknemer van 'n toereikende ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of

(iii) sodanige werknemer minstens 25c betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

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

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

(b) in die geval van 'n ander werknemer, tien uur in 'n week.

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

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

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

(9) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule is nie op 'n voorman, 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer van toepassing nie indien en solank so 'n werknemer gereeld 'n loon van minstens R300 per maand ontvang.

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

(c) Die bepalinge van hierdie klousule is nie op 'n wag wie se werkgewer hom 'n vry periode van minstens 24 agtereenvolgende ure ten opsigte van elke week diens toestaan, van toepassing nie: Met dien verstande dat—

(i) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;

(ii) 'n werkgewer, in plaas daarvan dat hy sodanige vry periode aan sy wag toestaan, sodanige wag dié loon mag betaal wat hy sou ontvang het indien hy nie gedurende sodanige periode gewerk het nie, plus 'n bedrag van minstens twee maal sy dagloon ten opsigte van sodanige vry periode wat nie toegestaan is nie.

6. JAARLIKSE VERLOF

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooië tydperk van 12 maande diens by hom verlos verleen van—

(a) in die geval van 'n wag, 21 agtereenvolgende dae;

(b) in die geval van enige ander werknemer, 14 agtereenvolgende dae;

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

(i) in die geval van 'n werknemer in paragraaf (a) vermeld, 'n bedrag van minstens drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het;

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens twee maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het:

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

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

(i) as sodanige verlof nie eerder verleen is nie, dit behoudens die bepalinge van subklousule (3), so verleen moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het; of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer mag verleen met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

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

(e) overtime on more than 60 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 25 cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

(a) in the case of a casual employee, two hours on any day;

(b) in the case of any other employee, 10 hours in any week.

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

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

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

(9) *Savings.*—(a) The provisions of this clause shall not apply to a foreman, a senior managerial, or administrative employee or a technical or professional employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R300 per month.

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

(c) The provisions of this clause shall not apply to a watchman whose employer grants him a free period of not less than 24 consecutive hours in respect of every week of employment: Provided that—

(i) the employer makes no deduction from his watchman's wage in respect thereof;

(ii) an employer may, in lieu of granting his watchman any such free period, pay such watchman the wage which he would have received if he had not worked during such free period, plus an amount of not less than double his daily wage in respect of such free period not granted.

6. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him—

(a) in the case of a watchman 21 consecutive days' leave;

(b) in the case of every other employee, 14 consecutive 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 which the employee was receiving immediately prior to the date on which the leave commenced;

(ii) in the case of an employee referred to in paragraph (b) an amount of not less than double the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced:

Provided that, for the purpose of this clause, the weekly wage of an employee who is engaged on piece-work shall be calculated on the basis set out in section 20 (5) of the Factories, Machinery and Building Work Act, 1941.

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

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto, in writing, before the expiration of the said period of four months, the employer may grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

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

(iii) as—

(a) in die geval van 'n werknemer wat in of in verband met 'n depot in diens is, 'n openbare vakansiedag, of

(b) in die geval van enige ander werknemer, Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Republiekdag,

binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;

(iv) 'n werkgever al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

(3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgever toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens oploopt: Met dien verstande—

(i) dat sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, en

(ii) dat die werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.

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

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

(5) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van so 'n termyn opgeloopt het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens—

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

(b) in die geval van 'n werknemer in paragraaf (b) van subklousule (1) bedoel, een sesde van die weekloon;

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

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgever betaal het in plaas daarvan om aldus kennis te gee; of

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

(iii) wat sonder kennisgewing deur sy werkgever ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is;

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

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof verleen 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 verleen was.

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

(a) enige tydperk ten opsigte waarvan 'n werkgever 'n werknemer ingevolge klousule 12 betaal in plaas van kennis te gee;

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

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7;

(iii) op las of versoek van sy werkgever; en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke; en

(ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees, in writing with any period of military training under the Defence Act, 1957;

(iii) if—

(a) in the case of an employee employed in or in connection with a depot, a public holiday; or

(b) in the case of any other employee, New Year's Day, Good Friday, Ascension Day, the Day of the Covenant, Christmas Day or Republic 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) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 12 months of employment to which the period of leave relates.

(3) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided—

(i) that the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates; and

(ii) that the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request at least until after the expiration of the period of leave.

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

(4) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3), shall be paid not later than the last work day before the date of commencement of the leave.

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (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 subclause (1), one-fourth, and

(b) in the case of an employee referred to in paragraph (b) of subclause (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 subclause (2) and provided further that an employee—

(i) who leaves his employment without having given and served 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 subclause.

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

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

(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 year to not more than ten weeks; and

(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 meer as vier maande van een sodanige opleidingstydperk as diens te eis nie, en word diens geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vasstelling, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;

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

(iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgever indiens getree het of op die datum van inwerking-treding van hierdie Vasstelling, en wel op die jongste van die twee datums.

(8) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgever vir die doel van jaarlikse verlof te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfs-inrigting of 'n deel van sy bedryfsinrigting sluit vir 14 agtereenvolgende dae plus alle addisionele dae wat moontlik uit hoofde van paragraaf (b) van die derde voorbehoudsbepaling van subklousule (2) daarby gevoeg moet word.

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfs-inrigting of deel van 'n bedryfsinrigting waarin hy ingevolge paragraaf (a) werksaam is, nie op die volle tydperk van die jaarlikse verlof, voorgeskryf by subklousule (1) (b), geregtig is nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgever betaal word op die grondslag in subklousule (5) vermeld, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting of deel van die bedryfsinrigting, na gelang van die geval, aldus sluit.

7. SIEKTEVERLOF

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

(a) in die geval van 'n werknemer wat vyf dae per week werk, altesaam minstens 20 werkdae, en

(b) in die geval van enige ander werknemer, altesaam minstens 24 werkdae

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) gedurende die eerste 24 agtereenvolgende maande diens, 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdae, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat, gedurende die eerste 24 maande wat die werknemer bydraes betaal, die gewaarborgde koers verlaag kan word maar nie tot minder nie as die aanwaskoers vermeld in die eerste voorbehoudsbepaling van hierdie subklousule;

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

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

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

(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 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 12 months, close his establishment or portion of his establishment for 14 consecutive days plus any additional days that may have to be added by virtue of paragraph (b) of the third proviso to subclause (2).

(b) An employee who at the date of the closing of an establishment or portion thereof in which he is employed in terms of paragraph (a), is not entitled to the full period of annual leave prescribed in subclause (1) (b) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (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 portion of the establishment, as the case may be.

7. SICK LEAVE

(1) Subject to the provisions of subclause (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 20 work days, and

(b) in the case of every other employee, not less than 24 work days,

sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked such period: Provided that—

(i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work day in respect of each completed month of employment;

(ii) this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or 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 20 or 24 work days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate may be reduced but to not less than the rate of accrual set out in the first proviso to this subclause;

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

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

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

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

(a) vir langer as drie agtereenvolgende werkdag; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik ná 'n Sondag, of—

(i) in die geval van 'n werknemer wat in of in verband met 'n depot in diens is, enige openbare vakansiedag;

(ii) in die geval van enige ander werknemer, Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Republiekdag;

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

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgewer weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde tydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(bb) op las of versoek van sy werkgewer;

(cc) met siekteverlof ingevolge subklousule (1);

en wat in enige jaar altesaam hoogstens 10 weke behoort; en

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

(b) beteken “ongeskiktheid” onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE EN SONDAE

(1) Behoudens die bepalings van klousules 4 (6) en 6 (2), moet 'n werkgewer aan 'n werknemer, uitgesonderd 'n los werknemer, wat in of in verband met 'n depot in diens is en wat nie op 'n openbare vakansiedag werk nie, of aan enige ander werknemer, uitgesonderd 'n los werknemer, wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Republiekdag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer wat in of in verband met 'n depot in diens is op 'n openbare vakansiedag werk of wanneer enige ander werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Republiekdag werk, moet sy werkgewer hom, behoudens die bepalings van klousule 4 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat, waar daar van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag word dat hy vier uur gewerk het.

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

(a) for more than three consecutive work days; or

(b) on the work day immediately preceding or the work day immediately succeeding a Sunday or—

(i) in the case of an employee employed in or in connection with a depot, any public holiday;

(ii) in the case of any other employee, New Year's Day, Good Friday, Ascension Day, the Day of the Covenant, Christmas Day or Republic Day;

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without procuring 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 in respect of any absence.

(3) Where, during the first cycle of 24 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid in respect of only such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, has not been taken.

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

(a) “employment” shall be deemed to include—

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

(aa) on leave in terms of clause 6;

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

(cc) on sick leave in terms of subclause (1);

amounting in the aggregate, in any year, to not more than 10 weeks; and

(ii) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training,

and any period of employment which an employee has had with the same employer immediately before the date of the coming into force of this Determination shall for 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 sickness or injury caused by an employee's own misconduct: Provided that any such inability to work caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

8. PUBLIC HOLIDAYS AND SUNDAYS

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

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

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

(a) die werknemer—

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

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

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

(4) Die bepalinge van subklousules (2) en (3) is nie van toe-passing nie—

(a) op 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkurebepalinge uitgesluit is;

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

9. STUKWERK EN KOMMISSIEWERK

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

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

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

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

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

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

(5) 'n Werwer wat volgens 'n ooreenkoms met sy werkgewer kommissiewerk onderneem, moet, voordat sodanige werk begin, deur sy werkgewer voorsien word van 'n juiste kopie van die ooreenkoms of 'n verklaring wat die bepalinge van die ooreenkoms bevat en wat moet insluit—

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

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

(c) die gebied waarin daar van die werwer vereis word of hy toegelaat word om te werk; en

(d) die dag waarop die kommissie op bestellings wat die werkgewer voor die beëindiging van die dienskontrak aanvaar het, betaal moet word: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is.

(6) Die bepalinge van die ooreenkoms wat in subklousule (5) bedoel word, mag vir die werwer geldelik nie minder voordelig as hierdie Vasstelling wees nie: Met dien verstande dat die besoldiging van 'n werwer wat kommissiewerk verrig, betaal word op die vervalddag wat in die ooreenkoms bepaal word, en in hierdie opsig is die bepalinge van klousule 4 (1) nie op sodanige betaling van toepassing nie.

(7) Behoudens die bepalinge van klousule 4 (6), moet 'n werk-gewer sy werwer wat kommissiewerk onderneem, minstens die besoldiging betaal waaroor hulle ooreengekom het: Met dien

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

(a) pay the employee—

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

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

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

(4) The provisions of subclauses (2) and (3) shall not apply to—

(a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a);

(b) a watchman or a casual employee.

9. PIECE-WORK AND COMMISSION WORK

(1) An employer may, after at least one week's notice to his employee, other than a canvasser, introduce any piece-work system and, save as provided in clause 4 (6), such employer shall pay his employee, who is employed on such piece-work system, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of 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 subclause (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 canvasser 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 canvasser, where such wage is higher than that prescribed in clause 3 (1) for such canvasser, 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 canvasser is required or permitted to work; and

(d) 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 month succeeding the month during which employment was terminated.

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

(7) Save as provided in clause 4 (6), an employer shall pay to his canvasser 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

verstande dat, ongeag die getal of waarde van die bestellings wat die werkgewer aanvaar, die besoldiging van so 'n werwer vir elke tydperk nie minder mag wees nie as dié wat ingevolge klousule 3 (1) vir daardie tydperk aan hom verskuldig sou wees.

(8) 'n Werkgewer of 'n werwer wat voornemens is om 'n ooreenkoms in verband met kommissiewerk op te sê of oor 'n wysiging daarvan te onderhandel, moet van sodanige voorneme skriftelik kennis gee en die termyn van sodanige kennisgewing mag nie korter wees nie as dié wat by klousule 12 vir die beëindiging van die dienskontrak van so 'n werwer vereis word.

10. GETALSVERHOUDING

(1) 'n Werkgewer mag nie 'n ongekwalifiseerde nasiener, fynstopper, faktuurklerk of depotassistent in diens neem nie tensy hy onderskeidelik 'n gekwalifiseerde nasiener, fynstopper, faktuurklerk of depotassistent in sy diens het, en vir elke sodanige gekwalifiseerde werknemer mag hy hoogstens een ongekwalifiseerde werknemer van dieselfde klas in diens neem.

(2) By die toepassing van hierdie klousule—

(a) mag 'n werkgewer of bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n besondere klas werknemer verrig, geag word 'n gekwalifiseerde werknemer van sodanige klas te wees;

(b) mag 'n werknemer wat die werk van 'n besondere klas werknemer verrig en minstens die loon van 'n gekwalifiseerde werknemer van sodanige klas ontvang, geag word 'n gekwalifiseerde werknemer van sodanige klas te wees.

(3) Hierdie klousule is afsonderlik op elke bedryfsinrigting van toepassing.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

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

12. BEÏNDIGING VAN DIENSKONTRAK

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

(a) gedurende die eerste vier weke diens, minstens een werkdag;

(b) na die eerste vier weke diens, minstens een week,

vooraf kennis van die beëindiging van die kontrak gee, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval te betaal—

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

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

Met dien verstande dat—

(i) die reg van 'n werkgewer of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;

(iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros;

nie hierdeur geraak word nie; met dien verstande voorts dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd en die werkgewer hom betaal in plaas van kennis te gee, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

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

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

(i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 kennis gegee mag word nie.

accepted by the employer, the remuneration of such canvasser 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 canvasser, 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 canvasser in terms of clause 12.

10. RATIO

(1) An employer shall not employ an unqualified checker, invisible mender, invoice clerk or depot assistant unless he has in his employ a qualified checker, invisible mender, invoice clerk or depot assistant, respectively, and for each such qualified employee he may employ not more than one unqualified employee of the same class.

(2) For the purpose of this clause—

(a) an employer or manager who is wholly or mainly engaged in performing the work of a particular class of employee may be deemed to be a qualified employee of that class;

(b) an employee engaged in performing the work of a particular class of employee and receiving not less than the wage for a qualified employee of such class may be deemed to be a qualified employee of that class.

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

(a) during the first four weeks of employment, not less than one work day's,

(b) after the first four weeks of employment, not less than one week's,

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

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

(ii) in the case of one week's notice, the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

(i) the right of an employer or 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 subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

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

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

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.

No. R. 1348 4 Augustus 1972

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941, SOOS GEWYSIG**WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF, SEKERE GEBIEDE**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Loonvasstelling vir die Wassery-, Droogskoonmaak- en Kleurbedryf, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R. 1347 van 4 Augustus 1972, oor die algemeen vir die werknemers wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

No. R. 1349 4 Augustus 1972

LOONWET, 1957**INTREKKING VAN DIE BEPALINGS VAN LOONVASSTELLING 279****WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF, SEKERE GEBIEDE**

Ek, Marais Viljoen, Minister van Arbeid, trek hierby kragtens artikel 16 van die Loonwet, 1957, met ingang van die vierde Maandag na die datum van publikasie van hierdie kennisgewing, al die bepalings van Loonvasstelling 279, gepubliseer by Goewermentskennisgewing R. 988 van 24 Junie 1966, in.

M. VILJOEN, Minister van Arbeid.

No. R. 1348 4 August 1972

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED**LAUNDRY, DRY CLEANING AND DYEING TRADE, CERTAIN AREAS**

I, Marais Viljoen, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Wage Determination for the Laundry, Dry Cleaning and Dyeing Trade, Certain Areas, published under Government Notice R. 1347 of 4 August 1972, to be, on the whole, 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, Minister of Labour.

No. R. 1349 4 August 1972

WAGE ACT, 1957**CANCELLATION OF THE PROVISIONS OF WAGE DETERMINATION 279****LAUNDRY, DRY CLEANING AND DYEING TRADE, CERTAIN AREAS**

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 16 of the Wage Act, 1957, cancel with effect from the fourth Monday after the date of publication of this notice, all the provisions of Wage Determination 279, published under Government Notice R. 988 of 24 June 1966.

M. VILJOEN, Minister of Labour.

INHOUD

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