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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 2006.] [15 December 1967.]

WAGE ACT, 1957.

WAGE DETERMINATION No. 293.

WOODWORKING INDUSTRY, REPUBLIC OF SOUTH AFRICA.

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 Woodworking Industry, Republic of South Africa, and has fixed the 8th day of January 1968, 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 Woodworking Industry in the Republic of South Africa and to the employers of such employees.

2. DEFINITIONS.

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

(i) Area "A" means the Magisterial Districts of Bellville, the Cape, Simonstown and Wynberg; (xvii)

(ii) Area "B" means the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark and Vereeniging and the municipal area of Port Elizabeth; (xviii)

(iii) Area "C" means the Magisterial Districts of Durban, Inanda and Pinetown; (xix)

(iv) Area "D" means the Magisterial Districts of Bloemfontein, Kimberley, Klerksdorp, Oberholzer, Paarl, Sasolburg, Somerset West, Stellenbosch, Strand, Uitenhage, Welkom, Wellington, Westonaria and Worcester, the municipal areas of East London and Pietermaritzburg and the Magisterial District of Port Elizabeth, excluding the municipal area of Port Elizabeth; (xx)

(v) Area "E" means the Magisterial Districts of Caledon, George, Hankey, Heidelberg (Cape), Humansdorp, Knysna, Mossel Bay, Riversdale and Swellendam and the Magisterial District of East London, excluding the municipal area of East London; (xxi)

(vi) Area "F" means all the areas in the Cape Province not included in the definitions of Area "A", Area "B", Area "D" and Area "E"; (xxii)

(vii) Area "G" means all the areas in the Republic of South Africa not included in the definitions of Area "A", Area "B", Area "C", Area "D", Area "E" and Area "F"; (xxiii)

(viii) "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

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 2006.] [15 Desember 1967.]

LOONWET, 1957.

LOONVASSTELLING No. 293.

HOUTVERWERKINGSNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.

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 Houtverwerkingsnywerheid, Republiek van Suid-Afrika, gemaak en die agtste dag van Januarie 1968 bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE.

1. GEBIED EN OMVANG VAN VASSTELLING.

Hierdie Vasstelling is van toepassing op alle werknemers, uitgesonderd bestuurders, in die Houtverwerkingsnywerheid in die Republiek van Suid-Afrika asook op die werkgewers van sodanige werknemers.

2. WOORDOMSKRYWINGS.

(1) Tensy dit anders uit die samehang blyk, het enige uitdrukking wat in hierdie Vasstelling gebruik word en in die Loonwet, 1957, omskryf word dieselfde betekenis as in daardie Wet en tensy onbestaanbaar met die samehang, beteken—

(i) „aanhoudende proses-werker” ’n werknemer wat besig is met ’n werksaamheid waarin daar noodwendig aanhoudend gewerk moet word deur middel van 3 agtereenvolgende skofte per dag op 7 dae in ’n week; (xxi)

(ii) „ambagsman” ’n werknemer wat werk doen wat in die reël deur ’n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomskrifing beteken die uitdrukking „geskoolde ambagsman” iemand wat sy leertyd uitgedien het in die bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word om 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; (viii)

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

(1) Lym met ’n handkwas aanwend of lym met die hand uitdruk;

(2) verduursamingsmiddels aan pale of hout met die hand aanwend;

(3) pakmatte aanmekaarsit of aanmekaar ryg;

(4) kramme vir jukke in ’n handpers buig;

(5) artikels poets of beits;

(6) duie of pakmatte met die hand opbondel, sorteer of met bande saambind of houers volmaak;

(7) artikels dra, oplig, beweeg of opmekaar stapel;

(8) stompe met die hand kap of regkap;

(9) persele, voertuie, installasie, masjiene, gereedskap, gerei of ander artikels skoonmaak;

who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act; (ii)

(ix) "assistant factory clerk" means an employee who, under the supervision of a clerk or a factory clerk is engaged in any one or more of the following activities:—

- (1) Checking or recording times worked by employees;
- (2) filing or sorting consignment or delivery notes, requisitions or time or wage cards;
- (3) weighing and recording the weight of logs;
- (4) recording sizes or lengths of timber;
- (5) stamping or writing tickets; (iv)

(x) "assistant foreman" means an employee who assists the foreman in the performance of his duties and who may act for him during his absence; (v)

(xi) "boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler; (xxxv)

(xii) "boiler attendant-in-charge" means an employee who, under general supervision, is in charge of one or more boiler attendants or more than one boiler in an establishment and who is responsible for maintaining the water level and steam pressure in such boilers; (lxi)

(xiii) "casual employee" means an employee who is employed by the same employer on not more than 3 days in any week; (xliv)

(xiv) "chargehand" means an employee who, under general supervision, is in charge of a group of labourers; (li)

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

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

(xvii) "clerk, male, qualified," means a male clerk who has had not less than 5 years' experience; (xxxvii)

(xviii) "clerk, male, unqualified," means a male clerk who has had less than 5 years' experience; (xxxviii)

(xix) "clerk, female, qualified," means a female clerk who has had not less than 4 years' experience; (xxxix)

(xx) "clerk, female, unqualified," means a female clerk who has had less than 4 years' experience; (xl)

(xxi) "continuous process worker" means an employee who is engaged in an activity in which continuous working, by means of 3 consecutive shifts per day on 7 days per week is necessary; (i)

(xxii) "day" in relation to a continuous process worker means the period of 24 hours calculated from the time the employee commences work; (x)

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

(xxiv) "driver of a motor vehicle" means an employee, other than a factory driver or a chauffeur, who is engaged in driving a motor vehicle, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (viii)

(xxv) "emergency work" means—

(1) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or breakdown of plant or machinery, must be done without delay;

(2) any work connected with the loading or unloading of trucks or vehicles of the South African Railways and Harbours;

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

(xxvi) "establishment" means any premises in or in connection with which one or more employees are employed in the Woodworking Industry; (vi)

(xxvii) "experience" means—

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

(b) in relation to any other class of employee, the total period or periods of employment which an employee has had in his class in the Woodworking Industry: Provided that any period or periods of employment which a machine operator, grade I, has had as a machine operator, grade II, shall, up to a maximum of 12 months, be deemed to be experience as a machine operator, grade I; (lii)

(10) rantsone of tee of soortgelyke drankie maak of tee of soortgelyke drankie aan werknemers of sy werkgewer bedien;

(11) met die hand riffel, vaskram of vasmaak;

(12) draad met die hand sny of reguit, buig;

(13) geboue of ander bouwerke sloop;

(14) hout of ander artikels in verduursamingsmiddels, kleurstowwe, verf of ander vloestofoplossings inkoop of insteek, en sodanige artikels met die hand of met 'n handbeheerde masjien uithaal;

(15) spykers wat nie reg ingeslaan is nie, uittrek of inhamer;

(16) masjiene onder algemene toesig van 'n masjienopsigter of 'n masjienbediener voer of daarvan afneem;

(17) bome of plantegroei afkap of afsny, vernietig of verwyder;

(18) ystertoebehoere aan jukke met die hand vassit;

(19) tuinwerk;

(20) met die hand skuur;

(21) kampongs, latrines, stalle, buitegeboue of soortgelyke geboue of strukture afwit;

(22) laai of aflaai;

(23) voorrade, grond, klei of sand losmaak, uithaal, aanvoer of versprei of slote of fondamente uitgrawe of ander uitgrawings maak;

(24) stene met 'n handbeheerde steenvormmasjien maak;

(25) vure maak of stook, of afval of as verwyder;

(26) stompe, planke, bale, kaste, houters, pakkette of ander artikels met die hand merk, brandmerk, sjabloneer of etikette daaraan vasheg;

(27) beton met die hand meng, of dit in gietvorms of fondamente vassamp;

(28) klerehangers vasspyker of van hake voorsien, of hulle vernis;

(29) hout olie;

(30) masjinerie olie of smeer wanneer hulle stilstaan, of voertuie, behalwe motorvoertuie, olie of smeer;

(31) kardoese, sakke, bale, kaste, pakkette of deur oop- of toemaak;

(32) 'n handhystoestel bedien;

(33) 'n handbeheerde stompvervoerband bedien of grepe aan stompe aanbring om hulle te kan ophys of beweeg;

(34) afvalhout opmekaar stapel en verbrand;

(35) voorwerpe van dieselfde grootte of nommer in houters sit wat spesiaal gemaak is om hulle te bevat;

(36) voertuie sonder die hulp van meganiese toestelle stoot of trek;

(37) die naaf na boormasjiene toe stoot;

(38) skuurpapier van slypwiele afhaal en vervang;

(39) verwyder, leegmaak, skoonmaak of terugplaas;

(40) kratte of kaste met die hand herstel;

(41) herhaaldelik weeg om 'n voorafbepaalde gewig te verkry of herhaaldelik tot 'n vaste maat meet;

(42) met die hand skuur, puim of rasper;

(43) kardoese, sakke, of ander houters volskep of volmaak;

(44) voorwerpe in stalle sorteer;

(45) stompe of planke volgens grootte sorteer;

(46) gebarste of beskadigde hout uitsorteer nadat dit gesaag is;

(47) sakke of ander houters uitsorteer, uitskud of heelmaak;

(48) lym of ander oplossings roer;

(49) plank-ente met bande vasmaak;

(50) bas van stompe met die hand of breekyster aftrek; (xlv)

(iv) „assistent-fabrieksklerk" 'n werknemer wat, onder toesig van 'n klerk of fabrieksklerk besig is met een of meer van die volgende aktiwiteite:—

(1) Nagaan of opteken van tye deur die werknemers gewerk;

(2) liasseer of sorteer van besendings- of afleweringnotas, rekvisities of tyd- of loonkaarte;

(3) weeg en opteken van die gewig van stompe;

(4) opteken van timmerhoutgroottes of lengtes;

(5) kaartjies stempel of uitskryf; (ix)

(v) „assistent-voorman" 'n werknemer wat die voorman bystaan in die uitvoer van sy pligte en wat namens hom gedurende sy afwesigheid optree; (x)

(vi) bedryfsinrigting " 'n perseel waarop of in verband waarmee een of meer werknemers in die Houtverwerkingsnywerheid in diens geneem is; (xxvi)

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

(a) toesig oor;

(b) verantwoordelikheid vir; en

(c) leiding van;

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werksaam is; (xlviii)

(viii) „bestuurder van 'n motorvoertuig" 'n werknemer uitgesonderd 'n fabrieksdrywer of 'n chauffeur wat 'n motorvoertuig bestuur, en by die toepassing van hierdie woordomskriving 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 gereed te bly om te bestuur; (xxiv)

(ix) „chauffeur" 'n werknemer wat 'n motorvoertuig bestuur wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgewer of van personeel, klante of besoekers en waarmee ook dokumente of pakkette vervoer mag word; (xv)

(xxviii) "factory clerk" means an employee who, under the supervision of a foreman, assistant foreman or a qualified male clerk is engaged in any one or more of the following activities or capacities:—

- (1) Calculating wages;
- (2) checking, counting, measuring or recording, other than repetitive measuring to a set gauge or checking or recording referred to in the definition of "assistant factory clerk";
- (3) clerk in a compound;
- (4) copying in manuscript factory documents or letters;
- (5) interpreting or translating Bantu languages;
- (6) issuing passes, registration documents, certificates of service or time cards;
- (7) keeping work study records;
- (8) recording the engagement, discharge or resignation of employees;
- (9) recording details on time or wage cards;
- (10) recording piecework earnings;
- (11) scheduling production figures;
- (12) writing up stock cards;
- (13) writing out consignment or delivery notes;

and who may generally assist a storeman or despatch clerk; (xii)

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

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

(xxxi) "factory driver" means an employee who is engaged in driving mainly within an establishment or in a department of a vehicle used for towing vehicles or for moving, conveying or stacking goods and includes the operator of a crane; (xv)

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

(xxxiii) "grade I employee" means an employee engaged in any one or more of the following capacities or activities:—

- (1) Hand-dressing or chiselling or woodturning by hand;
- (2) machine minder on a spindle machine except on an automatic spindle when used for rounding box ends;
- (3) machine operator employed on any of the following machines:—
 - (a) Automatic lathe;
 - (b) automatic nailing machine;
 - (c) automatic stencilling or box board printing machine;
 - (d) baling press;
 - (e) board edger;
 - (f) broom handle machine;
 - (g) combination machine (delta type);
 - (h) double log edger;
 - (i) double or triple drum sanding machine;
 - (j) dovetailing machine;
 - (k) finger jointing machine;
 - (l) four, five or six cutter moulding machine;
 - (m) log breakdown saws, band, circular or frame excluding cross-cutting operations;
 - (n) mechanical selector;
 - (o) mechanical sorter;
 - (p) mechanical stacker;
 - (q) mosaic assembly unit;
 - (r) moulding spindle;
 - (s) panel and door sanding machine;
 - (t) pres-to-log machine;
 - (u) rotary veneer peeler;
 - (v) throater and tenoning machine;
 - (w) universal machine;
 - (x) upright spindle;
 - (y) veneer slicing machine;
 - (z) woodworking lathe;
- (4) saw sharpener;
- (5) spray painter; (xxiv)

(xxxiv) "grade I employee, qualified," means a grade I employee who has had not less than 18 months' experience; (xxv)

(xxxv) "grade I employee, unqualified," means a grade I employee who has had less than 18 months' experience; (xxvi)

(xxxvi) "grade II employee" means a machine operator employed on any machine, other than a machine referred to in the definition of "grade I employee"; (xxvii)

(x) „dag" met betrekking tot 'n aanhoudende proses-werker, die tydperk van 24 uur bereken van die tyd wat die werknemer begin werk; (xxii)

(xi) „deelytse bestuurder van 'n motorvoertuig" 'n werknemer wat in die reël ander werk doen as om 'n motorvoertuig te bestuur maar wat op meer as 2 dae in 'n week 'n motorvoertuig vir altesaam hoogstens 3 uur op enige sodanige dag bestuur, en by die toepassing van hierdie woordskrywing omvat die uitdrukking „'n motorvoertuig bestuur" alle tydperke wat hy bestuur en alle tyd wat die bestuurder, terwyl hy in die beheer van die voertuig is, aan werk in verband met die voertuig of die vraag bestee; (i)

(xii) „fabrieksklerk" 'n werknemer wat onder toesig van 'n voorman, assistent-voorman of 'n gekwalifiseerde manlike klerk een of meer van die volgende pligte verrig of in een of meer van die volgende hoedanighede werksaam is:—

- (1) Lone bereken;
- (2) nagaan, tel, meet of opteken, uitgesonderd die herhaalde meet teen 'n vaste standaard of nagaan of opteken genoem in die woordskrywing van „assistent-fabrieksklerk";
- (3) klerk in 'n kampong;
- (4) fabrieksdokumente of briewe met die hand oorskryf;
- (5) Bantoetale tolk of vertaal;
- (6) passe, registrasiedokumente, dienssertifikate of tydkaarte uitreik;
- (7) werkstudieverslae byhou;
- (8) die indiensneming, ontslag of bedanking van werknemers opteken;
- (9) besonderhede op tyd- of loonkaarte opteken;
- (10) stukwerkverdiensies opteken;
- (11) produksiesyfersstate opstel;
- (12) voorraadkaarte opskryf;
- (13) besendings- of afleweringsnotas uitskryf; en wat 'n magasynman of versendingsklerk oor die algemeen kan bystaan; (xxviii)

(xiii) „fabrieksklerk, gekwalifiseerd," 'n fabrieksklerk met minstens 12 maande ondervinding; (xxix)

(xiv) „fabrieksklerk, ongekwalifiseerd," 'n fabrieksklerk met minder as 12 maande ondervinding; (xxx)

(xv) „fabrieksdrywer" 'n werknemer wat hoofsaaklik binne 'n inrigting 'n kragaaangedrewe voertuig dryf wat gebruik word om voertuie te sleep of om goedere te verskuif, te vervoer of opmekaar te stapel, en sluit 'n hyskraanoperateur in; (xxxi)

(xvi) „faktotum" 'n werknemer wat herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks gebruik word by die vervaardiging van die produkte van 'n bedryfsinrigting, en wat ook kleinere herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (xliii)

(xvii) Gebied „A" die landdrosdistrikte Bellville, die Kaap, Simonstad en Wynberg; (i)

(xviii) Gebied „B" die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark en Vereniging asook die munisipale gebied van Port Elizabeth; (ii)

(xix) Gebied „C" die landdrosdistrikte Durban, Inanda en Pinetown; (iii)

(xx) Gebied „D" die landdrosdistrikte Bloemfontein, Kimberley, Klerksdorp, Oberholzer, Paarl, Sasolburg, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Welkom, Wellington, Westonaria en Worcester, die munisipale gebiede van Oos-Londen en Pietermaritzburg en die landdrosdistrik Port Elizabeth, uitgesonderd die munisipale gebied van Port Elizabeth; (iv)

(xxi) Gebied „E" die landdrosdistrikte Caledon, George, Hankey, Heidelberg (Kaap), Humansdorp, Knysna, Mosselbaai, Riversdal en Swellendam en die landdrosdistrik Oos-Londen, uitgesonderd die munisipale gebied van Oos-Londen; (v)

(xxii) Gebied „F" al die gebiede in die Kaapprovinsie wat nie in die woordskrywings van Gebied „A", Gebied „B", Gebied „D" en Gebied „E" ingesluit is nie; (vi)

(xxiii) Gebied „G" al die gebiede in die Republiek van Suid-Afrika wat nie in die woordskrywings van Gebied „A", Gebied „B", Gebied „C", Gebied „D", Gebied „E" en Gebied „F" ingesluit word nie; (vii)

(xxiv) „graad I-werknemer" 'n werknemer wat een of meer van die volgende pligte verrig of in een of meer van die volgende hoedanighede werksaam is:—

- (1) Afwerking of beitel of houtdraaiwerk met die hand;
- (2) masjienbediener op 'n houtfreemasjien, uitgesonderd op 'n outomatiese houtfrees, wanneer dit gebruik word om kis-ente af te rond;

(xxxvii) "grade II employee, qualified," means a grade II employee who has had not less than 12 months' experience; (xxviii) (xxxviii) "grade II employee, unqualified," means a grade II employee who has had less than 12 months' experience; (xxix) (xxxix) "grade III employee" means an employee engaged in any one or more of the following capacities or activities:—

- (1) Assembling pre-manufactured components entailing the use of electric, pneumatic or automatic portable hand tools or entailing fitting and adjusting by means of hand tools;
- (2) checking and recording by the tally system;
- (3) grading sawn timber for quality;
- (4) machine minder employed on any machine other than a machine referred to in item (2) of the definition "grade I employee" or in the definition of "grade IV employee";
- (5) saw sharpening attendant;
- (6) butt welding;
- (7) sewing of canvas or other material; (xxx)
- (xi) "grade III employee, qualified," means a grade III employee who has had not less than 6 months' experience; (xxxi)
- (xli) "grade III employee, unqualified," means a grade III employee who has had less than 6 months' experience; (xxxii)
- (xlii) "grade IV employee" means an employee engaged in any one or more of the following capacities or activities:—

- (1) Assembling, nailing, strapping or wiring boxes by hand;
- (2) assembling pre-manufactured components entailing the use of hand tools other than those operations referred to in the definition of "labourer";
- (3) assisting an artisan by holding articles or tools or otherwise working with him other than by the independent use of tools;
- (4) boring or drilling holes in timber by hand tool or portable power tool or drilling holes in sleepers of chock pieces for packmats by machine;
- (5) cutting, screwing, bending and threading of piping or steel rods by hand or machine under general supervision;
- (6) delivering letters, messages or any articles on foot or by means of a bicycle, tricycle or hand-propelled vehicle outside his employer's establishment;
- (7) dismantling packing cases by hand tool or portable power tool;
- (8) dressing metal by hand or by grinding or by portable power tool;
- (9) drilling or punching metal by hand or machine under general supervision;

(10) machine minder employed on any one or more of the following machines:—

- (a) Bundling machine;
- (b) corrugated fastener machine;
- (c) moulding spindle when used for rounding box ends;
- (d) stapling machine;

- (11) marking out to template supplied;
- (12) nailing of canvas or other material;
- (13) oiling or greasing motor vehicles;
- (14) rivetting handles; (xxxiii)

(xliii) "handyman" means an employee who is engaged in making repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan; (xvi)

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

- (1) Applying glue by hand brush or squeezing glue by hand;
- (2) applying preservatives to poles or timber by hand;
- (3) assembling or lacing packmats;
- (4) bending staples for yokes in handpress;
- (5) buffing or staining articles;
- (6) bundling, sorting or strapping shooks or packmats by hand or filling containers;
- (7) carrying, lifting, moving or stacking articles;
- (8) chopping or trimming logs by hand;
- (9) cleaning premises, vehicles, plant, machinery, tools, utensils or other articles;
- (10) cooking rations or making tea or similar beverages or serving tea or similar beverages to employees or his employer;
- (11) crimping, stapling or fastening by hand;
- (12) cutting or straightening wire by hand;
- (13) demolishing buildings or other structures;

(3) masjienoperateur wat diens doen op enige van die volgende masjiene:—

- (a) Outomatiese draaibank;
- (b) outomatiese vasspykermasjien;
- (c) outomatiese sjabloneer- of kislankafdrukmasjien;
- (d) baalpers;
- (e) plankafwerker;
- (f) besemstokmasjien;
- (g) kombinasie-masjien (delta-tipe);
- (h) dubbelstomp-masjien;
- (i) twee- of drietromskuurmasjien;
- (j) swaelstertmasjien;
- (k) vingervoegwerkmasjien;
- (l) vier-, vyf- of seslemlysmasjien;
- (m) stompopbreeksae — band, rond of raam, uitgesonderd dwarssaagwerk;
- (n) meganiese selektor;
- (o) meganiese sorteerder;
- (p) meganiese opstapelaar;
- (q) mosaiek monteer-eenheid;
- (r) lysmasjienspil;
- (s) paneel- en deurskuurmasjien;
- (t) „presto"-log masjien;
- (u) rotasie-fineerafskiller;
- (v) sluk- en padmasjien;
- (w) universele masjien;
- (x) regop spil;
- (y) fineersnymasjien;
- (z) houtwerkdraaibank;
- (4) saagskerpmaker;
- (5) spuitskilder; (xxxiii)

(xxv) „graad I-werknemer, gekwalifiseerd," 'n graad I-werknemer met minstens 18 maande ondervinding; (xxxiv)

(xxvi) „graad I-werknemer, ongekwalifiseerd," 'n graad I-werknemer met minder as 18 maande ondervinding; (xxxv)

(xxvii) „graad II-werknemer" 'n masjienbediener aan die werk op enige masjien, uitgesonderd 'n masjien genoem in die woordomskeywing van „graad I-werknemer"; (xxxvi)

(xxviii) „graad II-werknemer, gekwalifiseerd," 'n graad II-werknemer met minstens 12 maande ondervinding; (xxxvii)

(xxix) „graad II-werknemer, ongekwalifiseerd," 'n graad II-werknemer met minder as 12 maande ondervinding; (xxxviii)

(xxx) „graad III-werknemer" 'n werknemer wat een of meer van die volgende pligte verrig of in een of meer van die volgende hoedanighede werksaam is:—

(1) Die aanmeakaarsit van vooraf vervaardigde onderdele wat die gebruik van elektriese, lugdruk- of outomatiese draagbare handgereedskap meebring, of die pas en aanpas met behulp van handgereedskap;

(2) nagaan of opteken volgens die kerfstokstelsel;

(3) gesaagde hout, volgens gehalte gradeer;

(4) masjienbediener aan die werk op enige masjien, uitgesonderd 'n masjien genoem in item (2) van die woordomskeywing „graad I-werknemer" of in item (11) van die woordomskeywing van „graad IV-werknemer";

(5) saagslyperbediener;

(6) stuikswaiswerk;

(7) die aanmekaarwerk van seil of ander materiaal; (xxxix)

(xxxi) „graad III-werknemers, gekwalifiseerd," 'n graad III-werknemer met minstens 6 maande ondervinding; (xli)

(xxxii) „graad III-werknemer, ongekwalifiseerd," 'n graad III-werknemer met minder as 6 maande ondervinding; (xli)

(xxxiii) „graad IV-werknemer" 'n werknemer wat een of meer van die volgende pligte verrig of in een of meer van die volgende hoedanighede werksaam is:—

(1) Kaste met die hand aanmeakaarsit, vasspyker, met bande vasmaak of met draad vasbind;

(2) die aanmeakaarsit van vooraf vervaardigde onderdele wat die gebruik van handgereedskap meebring, uitgesonderd die verrigtinge genoem in die woordomskeywing van „arbeider";

(3) 'n ambagsman bystaan deur voorwerpe of gereedskap vir hom vas te hou of andersins met hom saam te werk sonder die selfstandige gebruik van gereedskap;

(4) gate in hout met handgereedskap of draagbare masjien-gereedskap of gate in dwarsleërs of stopstukke vir pakmatte met masjien boor;

(14) dipping or feeding timber or other articles into preservatives, dye, paint or other liquid solutions and removing such articles by hand or hand-operated machines;

(15) extracting or hammering nails that have misfired;

(16) feeding into or taking off from machines under the general supervision of a machine minder or a machine operator;

(17) felling or cutting, destroying or removing trees or vegetation;

(18) fixing iron fittings to yokes by hand;

(19) gardening work;

(20) hand sandpapering;

(21) limewashing compounds, latrines, stables, outbuildings or similar buildings or structures;

(22) loading or unloading;

(23) loosening, taking out, breaking or spreading stones, soil, clay or sand or digging trenches, foundations or other excavations;

(24) making bricks with hand-operated brick-making machine;

(25) making or maintaining fires or removing refuse or ashes;

(26) marking, branding, stencilling or affixing labels on logs, planks, bales, boxes, containers, packages or other articles by hand;

(27) mixing concrete by hand or ramming or tamping concrete into moulds or foundations;

(28) nailing, fitting hooks to or lacquering coat-hangers;

(29) oiling timber;

(30) oiling or greasing machinery when not in motion or oiling or greasing vehicles other than motor vehicles;

(31) opening or closing bags, sacks, bales, boxes, packages or doors;

(32) operating a hand hoist;

(33) operating a hand-operated log carriage or putting grips on logs for hoisting or moving them;

(34) piling and burning cuttings;

(35) placing articles of uniform size or number into receptacles specially made to contain them;

(36) pushing or pulling vehicles otherwise than with the use of mechanical devices;

(37) pushing nave to boring machine;

(38) removing and replacing sandpaper on discs;

(39) removing, emptying, cleaning or replacing sanitary pails;

(40) repairing crates or boxes by hand;

(41) repetitive weighing to a predetermined weight or repetitive measuring to a set gauge;

(42) sandpapering, pumicing or rasping by hand;

(43) shovelling or filling bags, sacks or other containers;

(44) sorting articles into batches;

(45) sorting logs, planks or boards according to size;

(46) sorting out cracked or damaged timber after sawing;

(47) sorting, shaking out or mending sacks or other containers;

(48) stirring glue or other solutions;

(49) strapping plank ends;

(50) stripping bark off logs by hand or jemmy; (iii)

(xlv) "machine minder" means an employee who attends, operates, starts or stops a power-driven machine, and who may feed or take off from such machine but who does not set up or make adjustments to the machine other than pre-selected adjustments which form part of the operation of the machine; (xlv)

(xlvii) "machine operator" means an employee who attends, operates, starts or stops a power-driven machine, and who sets up or makes adjustments to such machine; (xlvii)

(xlviii) "machine supervisor" means an employee who sets up or makes adjustments or minor repairs to more than one power-driven machine and who may, in addition, perform the duties of a machine operator or a machine minder or supervise one or more machine operators or machine minders; (xlviii)

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

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

the activities of an establishment and the employees engaged therein; (vii)

(xlix) "motor vehicle" means any power-driven vehicle used for conveying goods, and includes a mechanical horse and a tractor; (xlviii)

(5) pypwerk of staalstange met die hand of masjien onder algemene toesig sny, skroef, buig en van skroefdraad voorsien.

(6) briewe, boodskappe of artikels te voet of met behulp van 'n fiets, 'n driewiel of handvoertuig buite sy werkgewer se bedryfs-inrigting aflewer;

(7) verpakkingskaste met handgereedskap of draagbare masjien-gereedskap uitmekaarmaak;

(8) metaal met die hand of deur skuur of met draagbare kraggereedskap poets;

(9) metaal onder algemene toesig met die hand of masjien boor of pons;

(10) masjienbediener aan die werk op een of meer van die volgende masjiene:—

(a) 'n Bondelmasjien;

(b) 'n kartelkrammasjien;

(c) 'n lysmasjienspil wanneer dit gebruik word om kis-ente af te rond;

(d) 'n krammasjien;

(11) volgens 'n verskafde sjabloon afmerk;

(12) seil of ander materiaal vasspyker;

(13) motorvoertuie olie of smeer;

(14) handvatsels vasklink; (xlii)

(xxxiv) „houtverwerkingsnywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfs-inrigtings wat ingevolge die Wet op Fabricke, Masjinerie en Bouwerk, 1941, geregistreer is of geregistreer moet word met die doel om een of meer van die volgende werksaamhede uit te voer:—

(a) Hout of stompe in balke, planke, ru-balke, mynstutte, dwarsleërs, wie of ander standaardvorms te verwerk deur dit te kloof, op te sny, te saag, te skaaf of op enige ander manier;

(b) houtwol, kaste, duie, pakmatte, kassies, kratte of ander artikels te vervaardig waarvan hout die hoofbestanddeel uitmaak; en sluit alle werksaamhede gepaardgaande met of voortspruitende uit enige van bogenoemde aktiwiteite in maar sluit nie die volgende in nie:—

(i) Skrynwerk;

(ii) die vervaardiging van meubels, waens, karre of bote;

(iii) die vervaardiging van doodkiste;

(iv) die vervaardiging van laaghout, fineerhout, fineerplanke, lamelplanke, blokbord, spaanderborde of 'n soortgelyke produk waarvan hout die hoofbestanddeel uitmaak; (lxiv)

(xxxv) „ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel instandhou en wat die vuur in sodanige stoomketel mag maak of stook; (xi)

(xxxvi) „klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, magasynman, versendingsklerk en telefoonskakelbord-operateur, 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; (xvi)

(xxxvii) „klerk, man, gekwalifiseerd," 'n manlike klerk met minstens 5 jaar ondervinding; (xvii)

(xxxviii) „klerk, man, ongekwalifiseerd," 'n manlike klerk met minder as 5 jaar ondervinding; (xvii)

(xxxix) „klerk, vrou, gekwalifiseerd," 'n vroulike klerk met minstens 4 jaar ondervinding; (xix)

(xl) „klerk, vrou, ongekwalifiseerd," 'n vroulike klerk met minder as 4 jaar ondervinding; (xx)

(xli) „korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n slapte in die bedryf, 'n tekort aan grondstowwe of 'n onklaarraking van masjinerie of installasie of 'n onklaarraking of dreigende onklaarraking van geboue; (lv)

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

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

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

(xliii) „los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (xlii)

(xliv) „magasynman" 'n werknemer wat beheer het oor die voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n magasyn of pakhuis aan die verbruiks-afdelings in 'n bedryfsinrigting of vir versending te lewer; (lviii)

(i) "part-time driver of a motor vehicle" means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than 2 days in any week is engaged in driving a motor vehicle for not more than 3 hours in the aggregate on any such day, 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, while in charge of the vehicle, on work connected with the vehicle or the load; (xi)

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

(lii) "saw sharpener" means an employee who is engaged in gulleting, setting, sharpening or topping saws or in sharpening woodworking machine knives or cutters by means of hand operated or automatic machines; (liii)

(liii) "saw sharpening attendant" means an employee who, under supervision of an artisan or a saw sharpener, attends, starts or stops an automatic saw sharpening machine or who trues the saw by means of a gauge; (liv)

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

(lv) "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; (xli)

(lvi) "spray painter" means an employee who applies enamel, paint, primer or lacquer to articles by means of a spray paint machine or gun; (lviii)

(lvii) "spreadover" means the period in any day from the time an employee commences work until he ceases work for that day; (lvii)

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

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

(lx) "trailer" means any conveyance drawn by a motor vehicle; (lvi)

(lxi) "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 2- or 3-wheeled motor cycle, motor scooter or autocycle or cycle fitted with an auxiliary engine the unladen weight shall be deemed not to exceed 1,000 lb.; (l)

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

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

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

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

(lxiv) "woodworking industry" means the industry in which employers and employees are associated in establishments which are registered or liable for registration in terms of the Factories, Machinery and Building Work Act, 1941, for the purpose of performing one or more of the following activities:—

(a) The reduction of timber or logs to beams, planks, baulks, mine props, sleepers, wedges or other standard forms by splitting, cutting up, sawing, planing or any other method;

(xlv) „masjienbediener" 'n werknemer wat 'n kragaaangedrewe masjien bedien, aan- of afskakel, en wat sodanige masjien kan voer of daarvan afneem maar nie die masjien opstel of verstellings daaraan maak nie, behalwe voorafbepaalde verstellings wat deel uitmaak van die bediening van die masjien; (xlv)

(xlvi) „masjienoperateur" 'n werknemer wat 'n kragaaangedrewe masjien bedien, aan- of afskakel, en wat dit opstel of verstellings daaraan maak; (xlv)

(xlvii) „masjienopsigter" 'n werknemer wat meer as een kragaaangedrewe masjien opstel of verstellings daaraan doen of kleinere herstelwerk doen en wat, daarbenewens, die pligte van 'n masjienoperateur of 'n masjienbediener kan uitvoer of toesig kan hou oor een of meer masjienoperateurs of masjienbedieners; (xlvii)

(xlviii) „motorvoertuig" enige kragaaangedrewe voertuig wat gebruik word vir die vervoer van goedere en omvat dit ook 'n voorhaker en 'n trekker; (xlix)

(xlix) „noodwerk"—

(1) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal, of 'n onklaarraking van installasie of masjinerie sonder versuim gedoen moet word;

(2) enige werk in verband met die laai of aflaai van trokke of voertuie van die Suid-Afrikaanse Spoorweë en Hawens;

(3) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie; (xxv)

(l) „onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos opgeteken 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 motor voertuie uit te reik: Met dien verstande dat in die geval van 'n twee- of driewielmotorfiets, bromponie of motorfiets, of trapfiets met hulpmotor, die onbelaste gewig geag word hoogstens 1,000 lb te wees; (lxi)

(li) „onderbaas" 'n werknemer wat onder algemene toesig in bevel is van 'n groep arbeiders; (xiv)

(lii) „ondervinding"—

(a) met betrekking tot 'n klerk of fabrieksklerk, die totale tydperk of tydperke diens wat 'n werknemer as 'n klerk of 'n fabrieksklerk onderskeidelik in enige bedryf of in diens van die Staat gehad het;

(b) met betrekking tot enige ander klas werknemer, die totale tydperk of tydperke diens wat 'n werknemer in sy klas in die houtverwerkingsnywerheid gehad het: Met dien verstande dat enige tydperk of tydperke diens wat 'n masjienoperateur graad I as 'n masjienoperateur graad II gehad het, tot 'n maksimum van twaalf maande as ondervinding as 'n masjienoperateur, graad I geag moet word; (xxvii)

(liiii) „saagskerpmaker" 'n werknemer wat sae uitdiep, stel, skerpmaak of aftop, op houtwerkmasjienlemme of voorsnyers met hulp van handbeheerde of outomatiese masjiene slyp; (lii)

(liiv) „saagskerpmakerbediener" 'n werknemer wat, onder toesig van 'n ambagsman of 'n saagskerpmaker, 'n outomatiese saagslypmasjien bedien, aan- of afskakel, of die saag met behulp van 'n meetinstrument in die juiste posisie stel; (liii)

(lv) „senior bestuurs- of administratiewe werknemer" 'n werknemer wat deur die werkgever belas is met werk wat die verantwoordelike meebeweging om by die uitvoering van die bedryfsinrigting se werksaamhede besluite van 'n administratiewe aard te neem; (liv)

(lvi) „sleepwa" 'n vervoermiddel wat deur 'n motorvoertuig getrek word; (lx)

(lvii) „spreiding" die tydperk op enige dag vanaf die tyd wanneer die werknemer begin werk totdat hy werk vir daardie dag staak; (lvii)

(lviii) „spuitskilder" 'n werknemer wat emalje, verf, grondverf of vernis met behulp van 'n spuitverfmassie of 'n spuit op voorwerpe aanbring; (lvi)

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

(lx) „tegniese of professionele werknemer" 'n werknemer wat deur die werkgever belas is met die verrigting van werk van 'n tegniese of professionele aard; (lix)

(lxi) „verantwoordelike ketelbediener" 'n werknemer wat onder algemene toesig in bevel is oor een of meer ketelbedieners of meer as een ketel in 'n onderneming, en wat verantwoordelik is om die waterpeil en stoomdruk in sodanige ketels instand te hou; (xii)

(b) the manufacture of wood-wood, boxes, shoos, packmats, trays, crates or other articles of which wood constitutes the main component, and includes all operations incidental to or consequent on any of the aforesaid activities but does not include the following:—

- (i) Joinery;
- (ii) the manufacture of furniture, wagons, carts or boats;
- (iii) the manufacture of coffins;
- (iv) the manufacture of plywood, veneers, veneered boards, laminated boards, block boards, chip boards or any similar product of which wood constitutes the main component. (xxxiv)

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

3. REMUNERATION.

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

(c) Employees other than casual employees

(i)

Area A.	Per week.
R 34.00	
Assistant foreman.....	24.00
Boiler attendant-in-charge.....	10.00
Clerk, female, qualified.....	19.15
Clerk, female, unqualified—	
During the first year of experience.....	9.92
During the second year of experience.....	12.23
During the third year of experience.....	14.54
During the fourth year of experience.....	16.85
Clerk, male, qualified.....	24.70
Clerk, male, unqualified—	
During the first year of experience.....	10.15
During the second year of experience.....	12.92
During the third year of experience.....	15.69
During the fourth year of experience.....	18.46
During the fifth year of experience.....	21.46
Foreman.....	40.00
Handyman.....	14.00
Machine supervisor.....	18.00

Area B.	Per week.	Area C.	Per week.	Area D.	Per week.	Area E.	Per week.	Area F.	Per week.	Area G.	Per week.
R 34.00		R 34.00		R 34.00		R 34.00		R 34.00		R 34.00	
24.00		24.00		24.00		20.00		20.00		20.00	
9.00		8.75		8.00		6.50		5.30		5.15	
19.15		19.15		19.15		15.69		15.69		15.69	
9.92		9.92		9.92		8.54		8.54		8.54	
12.23		12.23		12.23		10.32		10.32		10.32	
14.54		14.54		14.54		12.12		12.12		12.12	
16.85		16.85		16.85		13.90		13.90		13.90	
24.70		24.70		24.70		23.07		23.07		23.07	
10.15		10.15		10.15		9.23		9.23		9.23	
12.92		12.92		12.92		12.00		12.00		12.00	
15.69		15.69		15.69		14.77		14.77		14.77	
18.46		18.46		18.46		17.55		17.55		17.55	
21.46		21.46		21.46		20.31		20.31		20.31	
40.00		40.00		40.00		36.00		36.00		36.00	
14.00		14.00		14.00		12.00		9.00		9.00	
18.00		18.00		18.00		15.00		12.00		12.00	

(a) Werknemers Uitgesonderd los werknemers.

(i)

Ambagsman.....	R 34.00
Assistent-voorman.....	24.00
Verantwoordelike ketelbediener.....	10.00
Klerk, vrou, gekwalifiseerd.....	19.15
Klerk, vrou, ongekwalifiseerd—	
Gedurende eerste jaar ondervinding.....	9.92
Gedurende tweede jaar ondervinding.....	12.23
Gedurende derde jaar ondervinding.....	14.54
Gedurende vierde jaar ondervinding.....	16.85
Klerk, man, gekwalifiseerd.....	24.70
Klerk, man, ongekwalifiseerd—	
Gedurende eerste jaar ondervinding.....	10.15
Gedurende tweede jaar ondervinding.....	12.92
Gedurende derde jaar ondervinding.....	15.69
Gedurende vierde jaar ondervinding.....	18.46
Gedurende vyfde jaar ondervinding.....	21.46
Voorman.....	40.00
Faktorium.....	14.00
Masjienopsigter.....	18.00

Gebied A.	Per week.	Gebied B.	Per week.	Gebied C.	Per week.	Gebied D.	Per week.	Gebied E.	Per week.	Gebied F.	Per week.	Gebied G.	Per week.
R 34.00		R 34.00		R 34.00		R 34.00		R 34.00		R 34.00		R 34.00	
24.00		24.00		24.00		24.00		20.00		20.00		20.00	
9.00		9.00		8.75		8.00		6.50		5.30		5.15	
19.15		19.15		19.15		19.15		15.69		15.69		15.69	
9.92		9.92		9.92		9.92		8.54		8.54		8.54	
12.23		12.23		12.23		12.23		10.32		10.32		10.32	
14.54		14.54		14.54		14.54		12.12		12.12		12.12	
16.85		16.85		16.85		16.85		13.90		13.90		13.90	
24.70		24.70		24.70		24.70		23.07		23.07		23.07	
10.15		10.15		10.15		10.15		9.23		9.23		9.23	
12.92		12.92		12.92		12.92		12.00		12.00		12.00	
15.69		15.69		15.69		15.69		14.77		14.77		14.77	
18.46		18.46		18.46		18.46		17.55		17.55		17.55	
21.46		21.46		21.46		21.46		20.31		20.31		20.31	
40.00		40.00		40.00		40.00		36.00		36.00		36.00	
14.00		14.00		14.00		14.00		12.00		9.00		9.00	
18.00		18.00		18.00		16.00		15.00		12.00		12.00	

(ixii) „versendingsklerk” ’n werknemer wat belas is met die versending of verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, weeg, verpakking, merk, adresseer of versending van goedere of pakkette; (xxii)

(ixiii) „voorman” ’n werknemer wat aan die hoof staan van die werknemers in ’n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (xxxii)

(xiv) „wag” ’n werknemer wat ’n perseel of eiendom bewaak. (ixiii)

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

3. BESOLDIGING.

(1) Die minimum loon wat ’n werkgewer aan elke lid van ondergenoemde klas werknemers in sy diens moet betaal, is dié hieronder uiteengesit:—

(ii)

	Area A.	Area B.	Area C.	Area D.	Area E.	Area F.			Area G.		
						During the first twelve months after this Determination becomes binding.	During the second twelve months after this Determination becomes binding.	Thereafter.	During the first twelve months after this Determination becomes binding.	During the second twelve months after this Determination becomes binding.	Thereafter
	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.
Assistant factory clerk.....	R 9.00	R 9.00	R 8.50	R 8.50	R 7.00	R 4.50	R 4.75	R 5.00	R 4.50	R 4.75	R 5.00
Boiler attendant.....	9.00	8.00	7.75	7.00	5.50	3.75	3.90	4.15	3.50	3.75	4.00
Chargehand.....	9.00	8.00	7.75	7.00	5.50	3.90	4.10	4.30	3.75	3.95	4.15
Chauffeur.....	9.50	9.50	9.50	9.50	9.00	6.00	6.50	7.00	6.00	6.50	7.00
Driver of a motor vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—											
(i) does not exceed 1,000 lb.....	9.00	9.00	9.00	8.50	7.50	5.50	5.75	6.00	5.50	5.75	6.00
(ii) exceeds 1,000 lb but not 6,000 lb.....	14.80	14.80	14.80	12.00	10.00	6.50	6.75	7.00	6.50	6.75	7.00
(iii) exceeds 6,000 lb but not 10,000 lb.....	17.55	17.55	17.55	14.50	12.50	7.50	7.75	8.00	7.50	7.75	8.00
(iv) exceeds 10,000 lb.....	21.80	21.80	20.80	17.55	15.00	8.00	8.50	9.00	8.00	8.50	9.00
Factory clerk, qualified.....	11.00	11.00	10.50	10.50	9.00	6.50	6.75	7.00	6.50	6.75	7.00
Factory clerk, unqualified—											
During the first six months of experience.....	9.00	9.00	8.50	8.50	7.50	5.50	5.75	6.00	5.50	5.75	6.00
During the second six months of experience.....	10.00	10.00	9.50	9.50	8.25	6.00	6.25	6.50	6.00	6.25	6.50
Factory driver.....	10.25	9.25	9.00	8.25	6.75	4.65	4.80	5.05	4.40	4.65	4.90
Grade I employee, qualified.....	11.00	10.00	9.75	9.00	7.50	5.15	5.30	5.55	4.90	5.15	5.40
Grade I employee, unqualified—											
During the first six months of experience.....	10.25	9.25	9.00	8.25	6.75	4.65	4.80	5.05	4.40	4.65	4.90
During the second six months of experience.....	10.50	9.50	9.25	8.50	7.00	4.80	4.95	5.20	4.55	4.80	5.05
During the third six months of experience.....	10.75	9.75	9.50	8.75	7.25	4.95	5.10	5.35	4.70	4.95	5.20
Grade II employee, qualified.....	10.25	9.25	9.00	8.25	6.75	4.65	4.80	5.05	4.40	4.65	4.90
Grade II employee, unqualified—											
During the first six months of experience.....	9.50	8.50	8.25	7.50	6.00	4.05	4.20	4.45	3.80	4.05	4.30
During the second six months of experience.....	9.85	8.85	8.60	7.85	6.35	4.35	4.50	4.75	4.10	4.35	4.60
Part-time driver of a motor vehicle.....	10.35	10.35	10.35	9.00	8.50	6.50	6.75	7.00	6.50	6.75	7.00
Watchman.....	9.00	8.00	7.75	7.00	5.50	3.75	3.90	4.15	3.50	3.75	4.00
Employee not elsewhere in this clause specifically mentioned	8.90	7.90	7.65	6.90	5.40	3.65	3.80	4.05	3.40	3.65	3.90

(ii)

	Gebied A.	Gebied B.	Gebied C.	Gebied D.	Gebied E.	Gebied F.			Gebied G.		
						Gedurende die eerste twaalf maande nadat vasstelling van krag word.	Gedurende tweede twaalf maande nadat vasstelling van krag word.	Daarna	Gedurende die eerste twaalf maande nadat vasstelling van krag word.	Gedurende tweede twaalf maande nadat vasstelling van krag word.	Daarna
	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.
	R	R	R	R	R	R	R	R	R	R	R
Assistent-fabrieksklerk.....	9.00	9.00	8.50	8.50	7.00	4.50	4.75	5.00	4.50	4.75	5.00
Ketelbediener.....	9.00	8.00	7.75	7.00	5.50	3.75	3.90	4.15	3.50	3.75	4.00
Onderbaas.....	9.00	8.00	7.75	7.00	5.50	3.90	4.10	4.30	3.75	3.95	4.15
Chauffeur.....	9.50	9.50	9.50	9.50	9.00	6.00	6.50	7.00	6.00	6.50	7.00
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig saam met die onbelaste gewig van 'n sleepwa of sleepwaens wat deur so 'n voertuig getrek word—											
(i) hoogstens 1,000 lb is.....	9.00	9.00	9.00	8.50	7.50	5.50	5.75	6.00	5.50	5.75	6.00
(ii) meer as 1,000 lb maar nie meer as 6,000 lb is nie.....	14.80	14.80	14.80	12.00	10.00	6.50	6.75	7.00	6.50	6.75	7.00
(iii) meer as 6,000 lb maar nie meer as 10,000 lb is nie.....	17.55	17.55	17.55	14.50	12.50	7.50	7.75	8.00	7.50	7.75	8.00
(iv) 10,000 lb oorskry.....	21.80	21.80	20.80	17.55	15.00	8.00	8.50	9.00	8.00	8.50	9.00
Fabrieksklerk, gekwalifiseerd.....	11.00	11.00	10.50	10.50	9.00	6.50	6.75	7.00	6.50	6.75	7.00
Fabrieksklerk, ongekwalifiseerd—											
Gedurende eerste ses maande ondervinding.....	9.00	9.00	8.50	8.50	7.50	5.50	5.75	6.00	5.50	5.75	6.00
Gedurende tweede ses maande ondervinding.....	10.00	10.00	9.50	9.50	8.25	6.00	6.25	6.50	6.00	6.25	6.50
Fabrieksdrywer.....	10.25	9.25	9.00	8.25	6.75	4.65	4.80	5.05	4.40	4.65	4.90
Graad I-werknemer, gekwalifiseerd.....	11.00	10.00	9.75	9.00	7.50	5.15	5.30	5.55	4.90	5.15	5.40
Graad I-werknemer, ongekwalifiseerd—											
Gedurende eerste ses maande ondervinding.....	10.25	9.25	9.00	8.25	6.75	4.65	4.80	5.05	4.40	4.65	4.90
Gedurende tweede ses maande ondervinding.....	10.50	9.50	9.25	8.50	7.00	4.80	4.95	5.20	4.55	4.80	5.05
Gedurende derde ses maande ondervinding.....	10.75	9.75	9.50	8.75	7.25	4.95	5.10	5.35	4.70	4.95	5.20
Graad II-werknemer gekwalifiseerd.....	10.25	9.25	9.00	8.25	6.75	4.65	4.80	5.05	4.40	4.65	4.90
Graad II-werknemer, ongekwalifiseerd—											
Gedurende eerste ses maande ondervinding.....	9.50	8.50	8.25	7.50	6.00	4.05	4.20	4.45	3.80	4.05	4.30
Gedurende tweede ses maande ondervinding.....	9.85	8.85	8.60	7.85	6.35	4.35	4.50	4.75	4.10	4.35	4.60
Deeltydse motorvoertuigbestuurder.....	10.35	10.35	10.35	9.00	8.50	6.50	6.75	7.00	6.50	6.75	7.00
Wag.....	9.00	8.00	7.75	7.00	5.50	3.75	3.90	4.15	3.50	3.75	4.00
Werknemer nie elders in hierdie subklousule spesifiek genoem nie.....	8.90	7.90	7.65	6.90	5.40	3.65	3.80	4.05	3.40	3.65	3.90

(iii)

	Area A.		Area B.		Area C.		Area D.	
	During the first twelve months after this Determination becomes binding.	Thereafter.	During the first twelve months after this Determination becomes binding.	Thereafter.	During the first twelve months after this Determination becomes binding.	Thereafter.	During the first twelve months after this Determination becomes binding.	Thereafter.
	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.
	R	R	R	R	R	R	R	R
Grade III employee, qualified.....	9.00	9.50	8.00	8.50	7.75	8.25	7.00	7.50
Grade III employee, unqualified.....	8.40	8.90	7.40	7.90	7.15	7.65	6.40	6.90
Grade IV employee.....	8.40	8.90	7.40	7.90	7.15	7.65	6.40	6.90
Labourer, female.....	6.40	6.80	5.60	6.00	5.40	5.80	4.80	5.20
Labourer, male, 18 years of age or over.....	8.00	8.50	7.00	7.50	6.75	7.25	6.00	6.50
Labourer, male, under 18 years of age.....	6.00	6.40	5.20	5.60	5.05	5.45	4.50	4.90

	Area E.			Area F.			Area G.		
	During the first twelve months after this Determination becomes binding.	During the second twelve months after this Determination becomes binding.	Thereafter.	During the first twelve months after this Determination becomes binding.	During the second twelve months after this Determination becomes binding.	Thereafter.	During the first twelve months after this Determination becomes binding.	During the second twelve months after this Determination becomes binding.	Thereafter.
	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.
	R	R	R	R	R	R	R	R	R
Grade III employee qualified.....	5.50	5.75	6.00	4.05	4.20	4.45	3.80	4.05	4.30
Grade III employee, unqualified.....	4.90	5.15	5.40	3.55	3.70	3.95	3.30	3.55	3.80
Grade IV employee.....	4.90	5.15	5.40	3.55	3.70	3.95	3.30	3.55	3.80
Labourer, female.....	3.60	3.80	4.00	2.10	2.25	2.40	2.00	2.15	2.30
Labourer, male, 18 years of age or over.....	4.50	4.75	5.00	3.25	3.40	3.65	3.00	3.25	3.50
Labourer, male, under 18 years of age.....	3.40	3.55	3.75	2.45	2.55	2.75	2.25	2.45	2.65

(III)

	In Gebied A.		In Gebied B.		In Gebied C.		In Gebied D.	
	Gedurende eerste twaalf maande nadat vasstelling van krag word.	Daarna.	Gedurende eerste twaalf maande nadat vasstelling van krag word.	Daarna.	Gedurende eerste twaalf maande nadat vasstelling van krag word.	Daarna.	Gedurende eerste twaalf maande nadat vasstelling van krag word.	Daarna.
	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.
	R	R	R	R	R	R	R	R
Graad III-werknemer, gekwalifiseerd.....	9.00	9.50	8.00	8.50	7.75	8.25	7.00	7.50
Graad III-werknemer ongekwalifiseerd.....	8.40	8.90	7.40	7.90	7.15	7.65	6.40	6.90
Graad IV-werknemer.....	8.40	8.90	7.40	7.90	7.15	7.65	6.40	6.90
Arbeider, vrou.....	6.40	6.80	5.60	6.00	5.40	5.80	4.80	5.20
Arbeider, man 18 jaar of ouer.....	8.00	8.50	7.00	7.50	6.75	7.25	6.00	6.50
Arbeider, man, jonger as 18 jaar.....	6.00	6.40	5.20	5.60	5.05	5.45	4.50	4.90

	In Gebied E.			In Gebied F.			In Gebied G.		
	Gedurende eerste twaalf maande nadat vasstelling van krag word.	Gedurende tweede twaalf maande nadat vasstelling van krag word.	Daarna.	Gedurende eerste twaalf maande nadat vasstelling van krag word.	Gedurende tweede twaalf maande nadat vasstelling van krag word.	Daarna.	Gedurende eerste twaalf maande nadat vasstelling van krag word.	Gedurende tweede twaalf maande nadat vasstelling van krag word.	Daarna.
	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.
	R	R	R	R	R	R	R	R	R
Graad III-werknemer, gekwalifiseerd.....	5.50	5.75	6.00	4.05	4.20	4.45	3.80	4.05	4.30
Graad III-werknemer, ongekwalifiseerd.....	4.90	5.15	5.40	3.55	3.70	3.95	3.30	3.55	3.80
Graad IV-werknemer.....	4.90	5.15	5.40	3.55	3.70	3.95	3.30	3.55	3.80
Arbeider, vrou.....	3.60	3.80	4.00	2.10	2.25	2.40	2.00	2.15	2.30
Arbeider, man, 18 jaar of ouer.....	4.50	4.75	5.00	3.25	3.40	3.65	3.00	3.25	3.50
Arbeider, man, jonger as 18 jaar.....	3.40	3.55	3.75	2.45	2.55	2.75	2.25	2.45	2.65

(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 4 consecutive hours on any day, his wage may be reduced by not more than 50 per cent.

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

(3) *Differential wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than 1 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) an employee shall not be entitled to a wage higher than that of his own class in respect of work of a higher class which he is required or permitted to perform on one day in any calendar week;

(iii) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring his employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

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

(i) five, in the case of an employee who works a 5-day week;

(ii) six, in the case of every other employee.

(b) The monthly wage of an employee shall be $4\frac{1}{2}$ times his weekly wage.

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

4. PAYMENT OF REMUNERATION.

(1) *Employees other than casual employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid weekly or monthly in cash or, with the consent of the employee, by cheque during the hours of work or within 15 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 in Areas A, B, C and D 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 occupation;

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

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

(e) the employee's wage;

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

(g) the details of any deductions made;

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

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

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

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

(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 werkgewer van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking „weekloon” die weekloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word; en voorts met dien verstande dat, waar die werkgewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens 4 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 moet 'n werknemer, behoudens die bepalinge van klousule 4 (6), vir 'n week minstens die volle weekloon wat in subklousule (1), gelees met subklousule (3), voorgeskryf word vir 'n werknemer van sy klas in die gebied waarin hy werk, betaal word, afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

(3) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam 1 uur op 'n dag of benevens 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;

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

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

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

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

(ii) 'n werknemer nie op 'n hoër loon as dié van sy eie klas geregtig is nie indien hy verplig of toegelaat word om op 1 dag in 'n kalenderweek werk van dié van 'n hoër klas te verrig;

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

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

(i) vyf, in die geval van 'n werknemer wat 5 dae in 'n week werk;

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

(b) Die maandloon van 'n werknemer is $4\frac{1}{2}$ maal sy weekloon.

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

4. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalinge van klousule 6 (4), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal, of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en in Gebiede A, B, C en D moet sodanige bedrag in 'n verseelde koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

(a) die werkgewer se naam;

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

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

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

(e) die werknemer se loon;

(f) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;

(g) besonderhede van enige bedrag wat afgetrek is;

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

(i) die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer.

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

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

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

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

(5) *Board and lodging.*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1955, 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. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME.

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

(a) in the case of an employee who works a 6-day week—

(i) 46 in any week from Monday to Saturday, inclusive; and

(ii) subject to subparagraph (i) hereof, 8 on any day, unless the hours on 1 day do not exceed 5, in which case the hours on any of the other days may be extended to 8½;

(b) in the case of an employee who works a 5-day week—

(i) 46 in any week from Monday to Friday, inclusive; and

(ii) subject to subparagraph (i) hereof, 9½ on any day:

Provided that in the case of a driver of a motor vehicle or a labourer assisting such driver his employer may require or permit him to work not more than 10 ordinary hours of work on any day on condition that his ordinary hours of work shall not exceed 46 hours in any week.

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

(i) 48 in any week from Sunday to Saturday, inclusive; and

(ii) subject to subparagraph (i) hereof, 8 on any day: Provided that an employer may require or permit an employee to work 2 shifts of 8 hours in 1 day but not more often than once in any period of 3 consecutive weeks and so that the employee has a free period of at least 8 hours between such shifts.

(3) An employer shall not require or permit a casual employee to work more ordinary hours of work than 8½ on any day.

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

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

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystand-, versekerings-, spaar-, voorsorgs- of pensioenfondse, of vir ledegelde van vakverenigings;

(b) behoudens andersluidende bepalings in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

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

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

Per week. Per 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 in klousule 5 voorgeskryf, weens korttyd verminder word, 'n bedrag van hoogstens die werknemer (uitgesonderd 'n los werknemer) se uurloon vir elke uur van sodanige vermindering: Met dien verstande dat—

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

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

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

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

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

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

(a) in die geval van 'n werknemer wat 6 dae per week werk—

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

(ii) behoudens die bepalings van subparagraaf (i) hiervan, 8 op 'n dag, tensy die ure op 1 dag hoogstens 5 is, wanneer die ure op enigeen van die ander dae tot 8½ verleng kan word;

(b) in die geval van 'n werknemer wat 5 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 9½ op 'n dag:

Met dien verstande dat in die geval van 'n bestuurder van 'n motorvoertuig of 'n arbeider wat sodanige bestuurder behulp saam is 'n werkgewer hom mag verplig of toelaat om hoogstens 10 gewone werkure op één dag te werk op voorwaarde dat s gewone werkure nie 46 in enige week te bowe gaan nie.

(2) 'n Werkgewer mag nie van 'n aanhoudende proses-werker vereis of hom toelaat om meer gewone werkure as—

(i) agt-en-veertig in 'n week van Sondag tot en met Saterdag; en

(ii) ingevolge subparagraaf (i) hiervan, 8 op 'n dag:

Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis of hom toelaat om twee skofte van 8 uur elk op 1 dag te werk maar nie meer dikwels as een maal in 'n tydperk van 3 agte opeenvolgende weke nie, sodat die werknemer 'n tydperk van minstens 8 uur tussen die skofte vry het.

(3) '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.

(4) *Meal intervals.*—An employer shall not require or permit an employee, other than a driver of a motor vehicle or a labourer assisting such driver, to work for more than 5 hours continuously without a meal interval of not less than 1 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 interval to not less than half-an-hour and in that event and after the employer has lodged a statement of such agreement with the Divisional Inspector, Department of Labour, for his area, the interval may be so reduced;

(ii) periods of work interrupted by intervals of less than 1 hour, except where proviso (i) or (v) applies, shall be deemed to be continuous;

(iii) if such interval be longer than 1 hour, except when proviso (iv) applies, any period in excess of $1\frac{1}{4}$ hours shall be deemed to be time worked;

(iv) 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;

(v) when on any day, by reason of overtime worked, an employer is required to give an employee a second meal interval such interval may, at the request of the employee, be reduced to 15 minutes;

(vi) such interval need not be granted to a continuous process worker during his ordinary hours of work on any shift if he is given the opportunity during such hours of having a meal while at his post.

(5) *Rest intervals.*—An employer shall grant to each of his employees, other than a continuous process worker, a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning and afternoon work period, or a rest interval of not less than 20 minutes as nearly as practicable in the middle of each morning 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.

(6) *Hours of work to be consecutive.*—Save as provided in sub-clause (4), all hours of work of an employee, other than a driver of a motor vehicle or a labourer assisting such driver of a motor vehicle on any day shall be consecutive.

(7) *Overtime.*—(a) All time worked, other than on a Sunday, by an employee (other than a continuous process worker) in excess of the number of ordinary hours of work prescribed in subclauses (1) and (3) shall be overtime.

(b) Save as provided in subclauses (2) (ii) and (11), all time worked by a continuous process worker in excess of 46 hours in any week or 8 hours on any day shall for the purpose of payment be deemed to be overtime.

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

- (a) in the case of a casual employee, 2 hours on any day;
- (b) in the case of any other employee, 10 hours in any week.

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

- (a) between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) after 1 o'clock p.m. on more than 5 days a week;
- (c) overtime for more than 2 hours on any day, except that an employee who works a 5-day week may work up to 4 hours overtime on a Saturday but so that 10 hours are not exceeded in any week;
- (d) overtime on more than 3 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 1 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.

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

(a) in the case of a casual employee, $1\frac{1}{2}$ 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, $1\frac{1}{2}$ times his ordinary wage in respect of the total period so worked by such employee in any week.

(11) *Day of rest.*—An employer shall grant to each of his continuous process workers 1 full day of rest during every 7 consecutive days: Provided that if an employer requires or permits such an employee to work on his day of rest the hours so worked shall be deemed not to be part of his ordinary or overtime hours of work.

(4) *Eetenspouse.*—'n Werkgever mag nie van 'n werknemer, uitgesonderd 'n bestuurder van 'n motorvoertuig of 'n arbeider wat sodanige bestuurder behulpzaam is, vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens 1 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 van die gewone werkure of oortydure uit nie: Met dien verstande dat—

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

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

(iii) as sodanige pouse langer as een uur is, behalwe waar voorbehoedsbepaling (iv) van toepassing is, enige tyd wat $1\frac{1}{4}$ uur te bowe gaan, geag word werkyd te wees;

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

(v) wanneer daar, vanweë oortyd wat gewerk is van 'n werkgever vereis word om op 'n dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse op versoek van die werknemer tot 15 minute verkort mag word;

(vi) die pouse nie aan 'n aanhoudende proses-werker gedurende sy gewone werkure op 'n skof toegestaan hoef te word nie, as hy die geleentheid gegee word om gedurende dié ure 'n maaltyd te nuttig terwyl hy op sy pos bly.

(5) *Ruspouse.*—'n Werkgever moet, so na as doenlik aan die middel van elke werkydperk in die voor- en die namiddag, aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute, of 'n ruspouse van minstens 20 minute so na as doenlik aan die middel van die voormiddag 'n werkydperk toestaan waarin daar nie van die werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en so 'n pouse word geag deel van die gewone werkure van so 'n werknemer uit te maak.

(6) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalinge van subklousule (4), moet alle werkure van 'n werknemer, uitgesonderd 'n bestuurder van 'n motorvoertuig of 'n arbeider wat sodanige bestuurder behulpzaam is, op iedere dag agtereenvolgend wees.

(7) *Oortydwerk.*—(a) Alle tyd, uitgesonderd dié op 'n Sondag, wat 'n werknemer (uitgesonderd 'n aanhoudende proses-werker) langer werk as die getal gewone werkure wat in subklousules (1) en (3) voorgeskryf word, is oortydwerk.

(b) Behalwe soos in subklousules (2) (ii) en (11) voorgeskryf, word al die tyd wat 'n aanhoudende proses-werker meer as 46 in 'n week of 8 op 'n dag werk, vir besoldigingsdoeleindes as oortydwerk beskou.

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

- (a) in die geval van 'n los werknemer, 2 uur op 'n dag;
- (b) in die geval van 'n ander werknemer, 10 uur in 'n week.

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

- (a) tussen 6-uur nm. en 6-uur vm. te werk nie;
- (b) op meer as vyf dae in 'n week na 1-uur nm. te werk nie;
- (c) meer as 2 uur oortyd op 'n dag te werk nie, met die uitsondering dat 'n werknemer wat 'n werkweek van 5 dae het, op 'n Saterdag tot 4 uur oortyd mag werk, maar dan só dat die oortydwerk hoogstens 10 uur in 'n week beloop;
- (d) op meer as 3 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 1 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 25 sent betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

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

(a) in die geval van 'n los werknemer, $1\frac{1}{2}$ maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op 'n dag gewerk;

(b) in die geval van 'n ander werknemer, $1\frac{1}{2}$ maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in 'n week gewerk.

(11) *Rusdag.*—'n Werkgever moet aan elkeen van sy aanhoudende proseswerkers 'n volle dag vry gedurende sewe agtereenvolgende dae toestaan: Met dien verstande dat indien 'n werkgever van sy werknemer vereis of hom toelaat om op sy rusdag te werk, die ure aldus gewerk, nie as deel van sy gewone of oortydure beskou word nie.

(12) *Spreadover*.—The ordinary hours of work and all overtime of a driver of a motor vehicle or a labourer assisting such driver shall be completed in a spreadover of not more than 14 hours on any day.

(13) *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 of not less than R200 per month if employed in Areas A, B, C or D or R188 per month if employed in any other area or to a chauffeur.

(b) The provisions of subclauses (4), (5), (6), (8) and (12) shall not apply to an employee while he is engaged on emergency work.

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

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

(ii) an employer may, in lieu of granting his watchman any such day of rest pay the watchman the wage which he would have received if he had not worked on such day, plus an amount of not less than his daily wage in respect of such day 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 calendar days' leave,

(b) in the case of every other employee, 14 consecutive calendar days' leave,

and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), an amount of not less than 3 times the weekly wage to which he is entitled as from the first day of the leave;

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

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

(2) The leave prescribed in 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 4 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 4 months, the employer shall grant such leave to the employee as from a date not later than 2 months after the expiration of the said period of 4 months;

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

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

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

(i) the request is made by such employee not later than 4 months after the expiry of the first period of 12 months of employment to which the leave relates, and

(ii) the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request for a period of not less than 3 years from such date or the date of the expiry of the first period of 12 months of employment to which the leave relates, whichever is the later.

(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.

(12) *Spreiding*.—Die gewone werkure en alle oortyd van 'n bestuurder van 'n motorvoertuig of 'n arbeider wat sodanige bestuurder behulpzaam is, moet in 'n spreiding van hoogstens 14 uur op 'n dag voltooi word.

(13) *Voorbehoudsbepalings*.—(a) Die bepalinge van hierdie klousule is nie op 'n voorman of op 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer van toepassing nie indien en solank so 'n werknemer gereeld 'n loon teen minstens R200 per maand ontvang indien in diens in Gebiede A, B, C of D of R188 per maand, ontvang indien in diens in enige ander gebied, of op 'n chauffeur nie.

(b) Die bepalinge van subklousules (4), (5), (6), (8) en (12) is nie op 'n werknemer van toepassing terwyl hy noodwerk verrig nie.

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

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

(ii) 'n werkgever, in plaas daarvan dat hy sodanige dag vry af aan sy wag gee, die wag dié loon mag betaal wat hy sou ontvang het indien hy nie op sodanige dag gewerk het nie;

plus 'n bedrag van minstens sy dagloon ten opsigte van sodanige dag wat nie toegestaan is nie.

6. JAARLIKSE VERLOF.

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

(a) in die geval van 'n wag, een-en-twintig agtereenvolgende kalenderdae;

(b) in die geval van iedere ander werknemer, veertien agtereenvolgende kalenderdae;

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

(i) in die geval van 'n werknemer in paragraaf (a) genoem, 'n bedrag van minstens drie maal die weekloon waarop hy met ingang van die eerste dag van die verlof geregtig is;

(ii) in die geval van 'n werknemer in paragraaf (b) genoem, 'n bedrag van minstens twee maal die weekloon waarop hy met ingang van die eerste dag van die verlof geregtig is:

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

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

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

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

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

(iv) '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 twaalf maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

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

(i) dat sodanige werknemer so 'n versoek doen binne vier maande ná verstryking van die eerste tydperk van twaalf 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 minstens drie jaar lank bewaar vanaf sodanige datum of vanaf die datum van verstryking van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van dié twee datums.

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

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

(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), $\frac{1}{4}$; and

(b) in the case of an employee referred to in paragraph (b) of subclause (1),

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 period of notice prescribed in clause 12, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

(ii) who leaves his employment without cause recognised by law as sufficient; or

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

shall not be entitled to any payment by virtue of this 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 10 weeks; and

(c) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than 4 months of any 1 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 for 14 consecutive calendar days plus any additional days that may have to be added by virtue of the third proviso to subclause (2).

(b) An employee who at the date of the closing of an establishment in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in 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.

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 5-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

(5) Aan 'n werknemer wie se diens gedurende enige dientermyn van 12 maande eindig voordat die verloftydperk, voorgeskryf in subklousule (1), ten opsigte van so 'n termyn opgeloopt het, moet daar by sodanige diensbeëindiging, benewens 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) bedoel, 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 vóór 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 dié kennis te gee en dié 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 in 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 op versoek van sy werkgever;

en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke; en

(c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as 4 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 in diens 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 sluit vir 14 agtereenvolgende kalenderdae plus alle addisionele dae wat moontlik uit hoofde van die derde voorbehoudsbepaling van subklousule (2) daarby gevoeg moet word.

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

7. SIEKTEVERLOF.

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

(a) in die geval van 'n werknemer wat 'n werkweek van 5 dae het, altesaam minstens 20 werkdade; en

(b) in die geval van iedere ander werknemer, altesaam minstens 24 werkdade;

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van elke tydperk van afwesigheid ingevolge hierdie subklousule minstens

not less than the wage he would have received had he worked during 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 5-day week, 1 work day in respect of each completed period of 5 weeks of employment and, in the case of any other employee, 1 work day in respect of each completed month of employment;
 - (ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for 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 need not exceed 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) if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply;
 - (v) 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 not less than the remuneration paid to such employee on his last pay day immediately preceding such absence.
- (2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work—
- (a) for a period covering more than 3 consecutive calendar days; or
 - (b) on the work day immediately preceding or the work day immediately succeeding a Sunday or New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day,
- require the employee—
- (i) to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity, or
 - (ii) to provide other satisfactory proof of his incapacity:
- Provided that when an employee has during any period of up to 8 consecutive weeks received payment in terms of this clause on 2 or more occasions without producing such a certificate or other proof his employer may during the period of 8 consecutive weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.
- (3) Where, during the first cycle of 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 only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.
- (4) For the purpose of this clause the expression—
- (a) "employment" shall be deemed to include—
 - (i) any period during which an employee is absent—
 - (aa) on leave on 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 ten weeks, and
 - (ii) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than 4 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 that caused by an employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

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 5 dae, 1 werkdag ten opsigte van elke voltooide tydperk van 5 weke diens en, in die geval van 'n ander werknemer, 1 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, betaal aan 'n fonds of organisasie wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdag, na gelang van die geval in elke tydkring van 24 maande diens aan hom betaal sal word, met dié uitsondering dat, gedurende die eerste 24 maande wat die werknemer bydraes betaal, die gewaarborgde betaling nie ten opsigte van meer dae hoeft te wees nie as die getal dae bereken ooreenkomstig 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 bepalinge van hierdie klousule nie van toepassing is nie;
 - (v) die loon wat aan 'n werknemer wat stukwerk verrig, betaalbaar is ten opsigte van 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule, bereken moet word op grondslag van minstens die besoldiging wat aan so 'n werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.
- (2) 'n Werkgever mag, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk—
- (a) vir 'n tydperk van langer as 3 agtereenvolgende kalenderdae; of
 - (b) op die werkdag onmiddellik vóór of die werkdag onmiddellik ná 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geleefdag of Kersdag;
- van die werknemer vereis om—
- (i) '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; of
 - (ii) bevredigende bewys van sy onbevoegdheid voor te lê:
- Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens 8 agtereenvolgende weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van 8 agtereenvolgende weke onmiddellik ná 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 werkgever weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde tydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hy 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 werkgever;
 - (cc) met siekteverlof ingevolge subklousule (1);en wat in enige jaar altesaam hoogstens 10 weke beloop; en
 - (ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as 4 maande van een sodanige opleidings tydperk as diens te eis nie;
- en word enige tydperk van diens by dieselfde werkgever onmiddellik vóór die datum van inwerkingtreding van hierdie Vasstelling 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 'n besering uitgesonderd dié veroorsaak deur 'n werknemer se eie wangedrag: Met dien verstande dat werk onvermoë wat veroorsaak is deur 'n ongeluk waarvoor vergoeding betaalbaar is ingevolge die Ongevallewet, 1941, geag word ongeskiktheid te wees slegs ten opsigte van 'n tydperk van werkonvermoë waarvoor geen bedrag in verband met ongeskiktheid kragtens daardie Wet betaalbaar is nie.

8. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

(3) *Compensation for work on a Sunday.*—Whenever an employee, other than a continuous process worker, works on a Sunday, his employer shall either—

(a) pay the employee—

(i) if he so works for a period not exceeding 4 hours, not less than his daily wage;

(ii) if he so works for a period exceeding 4 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 $1\frac{1}{2}$ times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within 14 days of such Sunday 1 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 4 hours on such Sunday he shall be deemed to have worked for 4 hours.

(4) Subject to the provisions of subclause (6), whenever a continuous process worker works on a Sunday, his employer shall pay him not less than $1\frac{1}{2}$ times his hourly wage for each hour or part of an hour worked by him on such Sunday.

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

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

(7) This clause shall not apply—

(a) to a foreman, a senior managerial or administrative employee or a technical or professional employee if and for so long as such employee is in receipt of a regular wage at a rate of not less than R200 per month if employed in Areas A, B, C or D or R188 per month if employed in any other area;

(b) to a casual employee or a watchman.

9. PIECE-WORK.

(1) An employer may, after at least 1 week's notice to his employee, introduce any piece-work system and, save as provided in clause 4 (6), the employer shall pay such employee, who is employed on such piece-work system, remuneration at a rate 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 1 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.

10. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

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

8. OPENBARE VAKANSIEDAE EN SONDAG.

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

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

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

(a) die werknemer—

(i) indien hy aldus vir 'n tydperk van hoogstens 4 uur werk, minstens sy dagloon betaal;

(ii) indien hy aldus vir 'n tydperk van meer as 4 uur werk, teen minstens dubbel sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk of minstens dubbel 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 14 dae vanaf sodanige Sondag 1 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 4 uur op sodanige Sondag te werk, hy geag moet word 4 uur te gewerk het.

(4) Ingevolge die bepalings van subklousule (6), moet 'n werkgewer 'n aanhoudende proses-werker wat op 'n Sondag werk, minstens een en 'n derde maal sy uurloon vir elke uur of gedeelte van 'n uur deur hom op die Sondag gewerk, betaal.

(5) Wanneer 'n aanhoudende proses-werker op sy rusdag werk, moet sy werkgewer hom teen 'n skaal van minstens dubbel sy gewone loon ten opsigte van die totale tydperk wat hy op sy rusdag gewerk het, betaal: Met dien verstande dat hy minstens dubbel sy gewone loon betaal word.

(6) Wanneer 'n aanhoudende proses-werker 'n skof werk wat gedeeltelik op 'n vakansiedag, genoem in subklousule (1), op 'n Sondag of op sy rusdag val, en gedeeltelik op 'n ander kalenderdag, word die hele skof geag gewerk te wees op die kalenderdag waarop die grootste deel van die skof val.

(7) Hierdie klousule is nie van toepassing nie—

(a) op 'n voorman of op 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en solank so 'n werknemer gereeld 'n loon teen minstens R200 per maand ontvang indien in diens in Gebiede A, B, C of D of R188 per maand ontvang indien in diens in enige ander gebied;

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

9. STUKWERK.

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

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

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

(2) 'n Werkgewer moet 'n lys van die besoldiging bedoel in subklousule (1), op 'n opvallende plek in sy bedryfsinrigting 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 werknemers wat volgens sodanige stelsel werk, minstens een kalendermaand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, 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 bepalings 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.

10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

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

11. 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 not less than 1 work day'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 the daily wage which the employee is receiving at the time of such termination: Provided that this shall not affect—

(i) the right of an employer or his employee to terminate the contract without notice for any cause 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 forfeiture 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 not shall notice be given during an employee's absence on leave granted in terms of clause 6 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;

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

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

12. CERTIFICATE OF SERVICE.

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

13. PROHIBITION OF EMPLOYMENT.

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

SCHEDULE.

I/We (a).....
carrying on trade in the Woodworking Industry at.....
hereby certify that
was employed by me/us (a) from the.....day
of.....19..... as (b).....
At the termination of employment his/her (a) wage was.....
rand.....cents per week/month (a).

(Signature of Employer or Authorised Representative.)

Date

(a) Delete whichever inapplicable.

(b) State occupation in which employee was wholly or mainly engaged, e.g., clerk, grade I employee.

11. BEEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet minstens 1 werkdag 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, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang, te betaal: 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 voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn wat daar ooreengekom is.

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

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

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

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

12. DIENSSERTIFIKAAT.

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

13. VERBOD OP INDIENSNEMING.

'n Werkgewer mag niemand onder die leeftyd van 15 jaar in diens neem nie.

BYLAE.

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

(Handtekening van werkgewer of gemagtigde verteenwoordiger.)

Datum.....

(a) Skrap wat nie van toepassing is nie.

(b) Meld die beroep waarin die werknemer uitsluitend of hoofsaaklik in diens was, bv., klerk, graad I-werknemer.

No. R. 2007.] [15 December 1967.]

WAR MEASURES ACT, 1940.

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

WOODWORKING INDUSTRY, REPUBLIC OF SOUTH AFRICA.

I, Marais Viljoen, Minister of Labour, hereby in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in clause 3 of the Wage Determination for the Woodworking Industry, Republic of South Africa, published under Government Notice No. R. 2006 of the 15th December 1967.

M. VILJOEN,
Minister of Labour.

No. R. 2008.] [15 December 1967.]

Factories, Machinery and Building Work Act, 1941, as Amended.

WOODWORKING INDUSTRY, REPUBLIC OF SOUTH AFRICA.

I, Marais Viljoen, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Wage Determination for the Woodworking Industry, Republic of South Africa, published under Government Notice No. R. 2006 of the 15th December 1967, on the whole to be not less favourable to the employees, whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act.

M. VILJOEN,
Minister of Labour.

Note.—This notice shall not have the effect of suspending the operation of section 20 (3) of the Act in respect of Republic Day.

No. R. 2007.] [15 Desember 1967.]

WET OP OORLOGSMAATREËLS, 1940.

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

HOUTVERWERKINGSNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.

Ek, Marais Viljoen, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies gepubliseer by Oorlogsmatreël No. 43 van 1942, soos gewysig, die toepassing van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 3 van die Loonvasstelling vir die Houtverwerkingsnywerheid, Republiek van Suid-Afrika, gepubliseer by Goewermentskennisgewing No. R. 2006 van 15 Desember 1967.

M. VILJOEN,
Minister van Arbeid.

No. R. 2008.] [15 Desember 1967.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941, SOOS GEWYSIG.

HOUTVERWERKINGSNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Loonvasstelling vir die Houtverwerkingsnywerheid, Republiek van Suid-Afrika, gepubliseer by Goewermentskennisgewing No. R. 2006 van 15 Desember 1967, oor die algemeen nie vir die werknemers wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, minder gunstig as die desbetreffende bepalings van genoemde Wet is nie.

M. VILJOEN,
Minister van Arbeid.

Opmerking.—Hierdie kennisgewing het nie die uitwerking om die toepassing van artikel 20 (3) van die Wet ten opsigte van Republiekdag op te skort nie.

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IN THE REPUBLIC OF SOUTH AFRICA AND SOUTH
WEST AFRICA, IRRESPECTIVE OF WHERE YOUR
ACCOUNT WAS ORIGINALLY OPENED.

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Interest up to R200 per annum is free of income tax.

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4 $\frac{1}{2}$ %

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DEPOSITO'S EN OPVRAGINGS KAN GEDOEN
WORD BY ENIGEEN VAN MEER AS 1,600 POS-
KANTORE IN DIE REPUBLIEK VAN SUID-AFRIKA
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REKENING OORSPRONKLIK GEOPEN IS.

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Dit verskaf ongeëwenaarde sekureteit, geheimhouding en fasiliteite vir deposito's en opvragings.

Die eerste deposito hoef nie meer as 10c te wees nie.

Die rentekoers op lopende rekenings is 4 $\frac{1}{2}$ % per jaar bereken op die maandelikse balans. Rente tot R200 per jaar is belastingvry.

Bedrae in eenhede van R200 mag vir belegging in Spaarbanksertifikate oorgedra word. Sodanige beleggings verdien rente teen 'n koers van 5 $\frac{1}{2}$ % per jaar, en word op 1 Januarie en 1 Julie van elke jaar in die belêer se lopende rekening gestort. Rente tot R400 per jaar is belastingvry.

Deposito's en opvragings kan gedoen word by enigeen van meer as 1,600 poskantore in die Republiek van Suid-Afrika en Suidwes-Afrika, afgesien van waar die rekening oorspronklik geopen is.

Useful Hints—

1. Address all mail fully, clearly and without misleading abbreviations.
2. Place your own address on the back of the envelope or wrapper.
3. Do not enclose coins or other hard objects in letters.
4. Send remittances by Postal Order or Money Order.
5. Pack parcels properly, using strong containers and heavy paper. Tie securely.
6. Prepay postage fully.
7. Place postage stamps in the upper right hand corner of the envelope or wrapper.
8. Insure your parcels and register valuable letters. Documents which can only be replaced at considerable cost should preferably be insured.
9. Post early and often during the day. Mail held until the last moment may cause delay.
10. Give your correspondents your correct post office address including your box number where applicable.

Nuttige wenke—

1. Adresseer alle posstukke volledig, duidelik en sonder misleidende afkortings.
2. Plaas u eie adres agterop die koevert of omslag.
3. Moenie muntstukke of ander harde artikels in briewe insluit nie.
4. Gebruik posorders of poswissels wanneer geld deur die pos gestuur word.
5. Verpak pakkette behoorlik. Gebruik sterk houers en dik papier en bind dit stewig vas.
6. Maak seker dat die posgeld ten volle vooruitbetaal is.
7. Plak die posseëls in die boonste regterhoek van die koevert of omslag.
8. Verseker u pakkette en registreer waardevolle briewe. Dokumente wat slegs teen hoë koste vervang kan word, moet verkieslik verseker word.
9. Pos vroegtydig en dikwels gedurende die dag. Posstukke wat tot op die laaste oomblik teruggehou word kan vertraging veroorsaak.
10. Verstrek u volledige posadres aan u korrespondente asook u posbusnommer waar van toepassing.

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The first deposit need be no more than 10c.

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