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GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. R.587.]

[11th April, 1968.

WAGE ACT, 1957**WAGE DETERMINATION NO. 296****MINERAL WATER MANUFACTURING INDUSTRY,
CERTAIN AREAS**

By direction of the Minister of Labour it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister, under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Mineral Water Manufacturing Industry, Certain Areas, and has fixed the 6th day of May, 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 Mineral Water Manufacturing Industry and to the employers of such employees in the following areas, namely:—

Cape Province.—The Magisterial Districts of Bellville, the Cape, East London, George, Kimberley, Mossel Bay, Oudtshoorn, Paarl, Port Elizabeth, Simonstown, Somerset West, Stellenbosch, Wellington, Worcester and Wynberg;

Natal.—The Magisterial Districts of Durban, Inanda, Pine-town and Pietermaritzburg;

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

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

GOEWERMENSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. R.587.]

[11 April 1968.

LOONWET, 1957**LOONVASSTELLING NO. 296****MINERAALWATERNYWERHEID, SEKERE
GEBIEDE**

In opdrag van die Minister van Arbeid, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekend gemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Mineraalwaternywerheid, Sekere Gebiede, gemaak en die 6e dag van Mei 1968 bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE**1. GEBIED EN BESTEK VAN VASSTELLING**

Hierdie Vasstelling is van toepassing op alle werknemers, uitgesonderd bestuurders, in die Mineraalwaternywerheid en op die werkgewers van sodanige werknemers in die volgende gebiede, naamlik:—

Die Kaapprovinsie.—Die landdrostdistrikte Bellville, die Kaap, Oos-Londen, George, Kimberley, Mosselbaai, Oudtshoorn, Paarl, Port Elizabeth, Simonstad, Somerset-Wes, Stellenbosch, Wellington, Worcester en Wynberg.

Natal.—Die landdrostdistrikte Durban, Inanda, Pinetown, en Pietermaritzburg.

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

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

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—
Cape Province.—The Magisterial Districts of Bellville, the Cape, East London, Kimberley, Port Elizabeth, Simonstown and Wynberg;
Natal.—The Magisterial Districts of Durban, Inanda, Pinetown and Pietermaritzburg;
Orange Free State.—The Magisterial Districts of Bloemfontein and Welkom;
Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria; (xv)
- (ii) "Area B" means—
Cape Province.—The Magisterial Districts of George, Mossel Bay, Oudtshoorn, Paarl, Somerset West, Stellenbosch, Wellington and Worcester;
Orange Free State.—The Magisterial Districts of Kroonstad, Odendaalsrus and Virginia;
Transvaal.—The Magisterial District of Potchefstroom; (xvi)
- (iii) "artisan" means an employee who is engaged in work normally performed by a skilled artisan, and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act; (i)
- (iv) "artisan's assistant" means an employee who assists an artisan by holding articles or tools or otherwise working with him other than by the independent use of tools; (ii)
- (v) "assistant foreman" means an employee who, under the general supervision of a foreman, performs any of the activities or duties of a foreman and who may act for him during his absence; (iii)
- (vi) "boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler; (xxi)
- (vii) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (xxx)
- (viii) "chargehand" means an employee who, under the general supervision of a foreman or assistant foreman, is in charge of a group of labourers; (xli)
- (ix) "chauffeur" means an employee (other than a traveller's assistant) who is engaged in driving a motor vehicle which is intended to carry passengers and used for the conveyance of his employer or of staff, clients or visitors and which may be used for the conveyance of documents or parcels; (xii)
- (x) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, despatch clerk, storeman 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; (xxii)
- (xi) "clerk, female, qualified", means a female clerk who has had not less than four years' experience; (xxiii)
- (xii) "clerk, female, unqualified", means a female clerk who has had less than four years' experience; (xxiv)
- (xiii) "clerk, male, qualified", means a male clerk who has had not less than five years' experience; (xxv)
- (xiv) "clerk, male, unqualified", means a male clerk who has had less than five years' experience; (xxvi)
- (xv) "commission work" means any system under which a traveller's remuneration is calculated on the value or number of orders submitted by him to and accepted by, his employer; (xxvii)
- (xvi) "despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, weighing, packing, marking, addressing or despatching of goods or packages (i)
- (xvii) "driver of a motor vehicle" means an employee, other than a chauffeur and a driver-salesman, 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)

WOORDOMSKRYWING

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

- (i) „ambagsman” ’n werknemer wat werk doen wat in die reël deur ’n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomskrif beteken die uitdrukking „geskoolde ambagsman” iemand wat sy leertyd uitgedien het in ’n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van ’n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of ’n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet; (iii)
- (ii) „ambagsman se hulp” ’n werknemer wat ’n ambagsman bystaan deur artikels of gereedskap vas te hou of andersins met hom saam te werk, uitgesonderd deur die selfstandige gebruik van gereedskap; (iv)
- (iii) „assistent-voorman” ’n werknemer wat, onder die algemene toesig van ’n voorman, enigeen van die werksaamhede of pligte van ’n voorman verrig en wat gedurende sy afwesigheid namens hom kan waarneem; (v)
- (iv) „arbeider” ’n werknemer wat een of meer van die volgende werksaamhede verrig—
 (1) op afleweringsvoertuie help;
 (2) kapsules opsit;
 (3) goedere of artikels met die hand dra, verskuif of opstapel;
 (4) persele, installasie, masjinerie, gereedskap, gerei, meubels, bottels, filterperse of ander artikels skoonmaak of was (met inbegrip van die oop- en toemaak van filterperse en die verwydering en vervanging van filterdoeke);
 (5) rantsoene kook, tee of dergelyke drank maak;
 (6) bome of plantegroei afskap, vernietig of verwyder;
 (7) briewe, boodskappe of goedere binne ’n bedryfsinrigting te voet of deur middel van ’n trapfiets, driewieler of handvoertuig aflewer of vervoer;
 (8) geboue of ander bouwerke onder toesig sloop;
 (9) materiaal met die hand in prosesvate, tenks of ander houers voer;
 (10) wasmasjiene voer;
 (11) tuinwerk;
 (12) geboue of bouwerke afwit;
 (13) laai of aflaai;
 (14) vure maak of stook, afval of as verwyder;
 (15) kiste, sakke, bale, gassilinders, pakkies of ander artikels merk, brandmerk of sjabloneer;
 (16) dagha, beton, klip of bitumen met die hand meng of bitumen met ’n skopgraaf, hark, vurk of kruiwa uitsprei;
 (17) nie-kragaangedrewe voertuie olie of smeer;
 (18) krane of kleppe oop- of toemaak, uitgesonderd in verband met die kook van suiker;
 (19) deure, kiste, bale of ander pakkies oop- of toemaak;
 (20) etikette deur middel van ’n handmasjien perforeer;
 (21) artikels eenders in grootte en getal in houers sit wat spesiaal vervaardig is om sulke artikels te bevat;
 (22) enige voertuig, uitgesonderd ’n kragtoestel, stoot of trek;
 (23) artikels op ’n bewegende band of platform plaas of dit daarvan afneem;
 (24) sement of beton in vorms vasstamp of stamp of beton in fondamente vasstamp;
 (25) kartonhouers, vir gebruik by verpakking, toemaak of voorberei;
 (26) kartonhouers met die hand opstel;
 (27) bottels of sakke sorteer of sakke bondel;
 (28) sitrus pers of pekel;
 (29) bestanddele in vate of panne roer;
 (30) bande of draad met die hand om kiste draai. (xxx)
- (v) „bediener van ’n mobiele hystoestel” ’n werknemer wat werk met ’n kragaangedrewe mobiele hystoestel wat by die laai, aflaai, versit of opstapel van goedere gebruik word; (xxxix)
- (vi) „bedryfsinrigting” ’n perseel waarop of in verband waarmee een of meer werknemers in die Mineralewaterweryheid in diens is; (xxii)
- (vii) „bestuurder” ’n werknemer wat deur sy werkgever belas is met die algemene—
 (a) toesig oor;
 (b) verantwoordelikheid vir; en
 (c) leiding van die werksaamhede van ’n bedryfsinrigting en die werknemers wat daarin werksaam is; (xxxvii)
- (viii) „bestuurder van ’n motorvoertuig” ’n werknemer, uitgesonderd ’n chauffeur en ’n bestuurder-verkoopsman, wat ’n motorvoertuig bestuur, en by die toepassing van hierdie woordomskrif omvat die uitdrukking „’n motor-

- (xviii) "driver-salesman" means an employee who is engaged in driving a motor vehicle, who sells products of the Mineral Water Manufacturing Industry from such vehicle and who is responsible for the cash received by him in respect of such sales and who, in addition, may accept orders; (ix)
- (xix) "driver-salesman, grade I", means a driver-salesman other than a driver-salesman, grade II; (x)
- (xx) "driver-salesman, grade II", means a driver-salesman who is engaged exclusively in selling goods or accepting order in a Bantu area as defined in section one of the Industrial Conciliation Act, 1956 (Act No. 28 of 1956), as amended; (xi)
- (xxi) "emergency work" means—
- (1) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay;
 - (2) any work in connection with the loading or unloading of—
 - (i) ships;
 - (ii) trucks or vehicles of the South African Railways and Harbours; or
 - (iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours; or
 - (3) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours; (xxxix)
- (xxii) "establishment" means any premises in or in connection with which one or more employees are employed in the Mineral Water Manufacturing Industry; (vi)
- (xxiii) "experience" means in relation to—
- (a) a clerk the total period or periods of employment which an employee has had as a clerk in any trade or in the service of the State;
 - (b) any other class of employee, the total period or periods of employment which an employee has had in his class in the Mineral Water Manufacturing Industry; (xlii)
- (xxiv) "foreman" means an employee who is in charge of the employees in an establishment or in a section of an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (li)
- (xxv) "grade I employee" means an employee who is engaged in any one or more of the following activities—
- (1) assembling boxes by machine;
 - (2) assembling loads in accordance with written instructions;
 - (3) attending to carbonators or dry ice converters;
 - (4) changing motor vehicle wheels or mending punctures;
 - (5) checking or topping up the fuel, oil or water in motor vehicles;
 - (6) labelling containers by hand in conjunction with an automatic or semi-automatic syringing, filling and capping machine;
 - (7) measuring or weighing ingredients, other than to a set measure or a set scale;
 - (8) oiling or greasing power-driven machines or vehicles;
 - (9) operating a duplicating machine;
 - (10) regulating the volume of water and controlling the temperature of a sugar boiling system;
 - (11) removing or replacing motor vehicle parts, other than the work of an artisan;
 - (12) removing, putting on charge, replacing or topping up batteries of motor vehicles;
 - (13) repairing boxes;
 - (14) sighting; (liii)
- (xxvi) "grade I employee, qualified", means a grade I employee who has had not less than three months' experience; (liv)
- (xxvii) "grade I employee, unqualified", means a grade I employee who has had less than three months' experience; (lv)
- (xxviii) "grade II employee" means an employee who is engaged in any one or more of the following capacities or activities—
- (1) artisan's assistant;
 - (2) delivering or conveying letters, messages or goods outside an establishment on foot or by means of a bicycle, tricycle or manually-propelled vehicle;
 - (3) feeding fruit into cutting or mixing machines or feeding labels into gumming machines;
 - (4) filling, capping, corking labelling or syringing by hand or hand-operated machine;
 - (5) machine minder, grade II;
 - (6) strapping or wiring boxes by machine;
 - (7) varnishing or painting boxes;
 - (8) weighing to a set scale or measuring to a set measure; (lvi)
- (xxix) "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly

- voertuig 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; (xvii)
- (ix) „bestuurder-verkoopsman" 'n werknemer wat 'n motorvoertuig bestuur, wat produkte van die Mineraalwater-nwyerheid vanuit sodanige voertuig verkoop en wat verantwoordelik is vir die kontant wat hy ten opsigte van sodanige verkope ontvang, en wat daarbenewens bestellings mag werf; (xviii)
- (x) „bestuurder-verkoopsman graad I" 'n bestuurder-verkoopsman uitgesonderd 'n bestuurder-verkoopsman graad II; (xix)
- (xi) „bestuurder-verkoopsman graad II" 'n bestuurder-verkoopsman wat uitsluitlik goedere verkoop of bestellings werf in 'n Bantoegebied soos omskryf in artikel 1 van die Wet op Nywerheidsversoening, 1956 (Wet No. 28 van 1956), soos gewysig; (xx)
- (xii) „chauffeur" 'n werknemer (uitgesonderd 'n handelsreisiger se hulp) 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; (ix)
- (xiii) „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 twee dae in 'n week 'n motorvoertuig vir altesaam hoogstens drie 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; (xli)
- (xiv) „faktotum" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks gebruik word by die vervaardiging van die produkte van 'n bedryfsinrigting, en wat ook kleinere herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (xxix)
- (xv) „Gebied A".—
Die Kaapprovinsie.—Die landdrosdistrikte Bellville, die Kaap, Oos-Londen, Kimberley, Port Elizabeth, Simonstad en Wynberg;
Natal.—Die landdrosdistrikte Durban, Inanda, Pine-town en Pietermaritzburg;
Oranje-Vrystaat.—Die landdrosdistrikte Bloemfontein en Welkom;
Transvaal.—Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereniging en Westonaria; (i)
- (xvi) „Gebied B".—
Die Kaapprovinsie.—Die landdrosdistrikte George, Mosselbaai, Oudtshoorn, Paarl, Somerset-Wes, Stellenbosch, Wellington en Worcester;
Oranje-Vrystaat.—Die landdrosdistrikte Kroonstad, Odendaalsrus en Virginia;
Transvaal.—Die landdrosdistrik Potchefstroom; (ii)
- (xvii) „handelsreisiger" 'n werknemer, uitgesonderd 'n bestuurder-verkoopsman, wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting vir so 'n inrigting bestellings werf, vra of soek; (li)
- (xviii) „handelsreisiger, gekwalifiseer" 'n handelsreisiger met minstens vier jaar ondervinding; (lii)
- (xix) „handelsreisiger, ongekwalifiseer" 'n handelsreisiger met minder as vier jaar ondervinding; (liii)
- (xx) „handelsreisiger se hulp" 'n werknemer wat 'n handelsreisiger vergesel en help met die inpak, uitpak of vertoon van sy monsters en wat die motorvoertuig mag bestuur wat die handelsreisiger in die uitvoering van sy werk gebruik; (liv)
- (xxi) „ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en die stoomdruk in 'n stoomketel in stand hou en wat die vuur in so 'n stoomketel mag maak, stook of uithaal; (vi)
- (xxii) „klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig, en omvat dit ook 'n kassier, versendingsklerk, magasynman en telefoonskakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (x)
- (xxiii) „klerk, vrou, gekwalifiseer," 'n vroulike klerk met minstens 4 jaar ondervinding; (xi)
- (xxiv) „klerk, vrou, ongekwalifiseer," 'n vroulike klerk met minder as vier jaar ondervinding; (xii)
- (xxv) „klerk, man, gekwalifiseer," 'n manlike klerk met minstens vyf jaar ondervinding; (xiii)

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; (xiv)

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

- (1) assisting on delivery vehicles;
- (2) capsuling;
- (3) carrying, moving or stacking goods or articles by hand;
- (4) cleaning or washing premises, plant, machinery, tools, utensils, furniture, bottles, filter presses (including the opening and closing of filter presses and the removal and replacement of filter cloths) or other articles;
- (5) cooking rations, making tea or similar beverages;
- (6) cutting down, destroying or removing trees or vegetation;
- (7) delivering or conveying letters, messages or goods within an establishment on foot or by means of a bicycle, tricycle or manually-propelled vehicle;
- (8) demolishing buildings or other structures under supervision;
- (9) feeding materials by hand into process vats, tanks or other vessels;
- (10) feeding washing machines;
- (11) gardening work;
- (12) lime-washing buildings or structures;
- (13) loading or unloading;
- (14) making or maintaining fires, removing refuse or ashes;
- (15) marking, branding or stencilling boxes, bags, bales, gas cylinders, packages or other articles;
- (16) mixing mortar, concrete, stone or bitumen by hand or spreading concrete or bitumen by shovel, rake, fork or barrow;
- (17) oiling or greasing non-power-driven vehicles;
- (18) opening or closing cocks or valves, other than in connection with sugar boiling;
- (19) opening or closing doors, boxes, bales or other packages;
- (20) perforating labels by means of a hand-operated machine;
- (21) placing articles of a uniform size and number in receptacles specially made to contain such articles;
- (22) pushing or pulling any vehicle otherwise than by power-driven device;
- (23) putting articles on to or taking them off from a moving belt or platform;
- (24) ramming or tamping cement or concrete in moulds or ramming concrete in foundations;
- (25) sealing or preparing cardboard containers for use in packing;
- (26) setting up cardboard containers by hand;
- (27) sorting bottles or sacks or bundling sacks;
- (28) squeezing or brining citrus;
- (29) stirring ingredients in vats or pans;
- (30) strapping or wiring boxes by hand; (iv)

(xxxi) "law" includes the common law; (lvii)

(xxxii) "machine minder, grade I," means an employee who is engaged in minding a machine which is used for any or all of the following purposes, namely syringing, filling, capping or sealing, and for the purpose of this definition "minding" means watching for damaged containers, faulty filling of containers or other operating deficiencies and includes starting or stopping the machine and feeding into a semi-automatic machine when undertaken by an employee engaged in "minding" the machine; (xxxiii)

(xxxiii) "machine minder, grade I, qualified," means a machine minder, grade I, who has had not less than six months' experience; (xxxiv)

(xxxiv) "machine minder, grade I, unqualified," means a machine minder, grade I, who has had less than six months' experience; (xxxv)

(xxxv) "machine minder, grade II," means an employee who is mainly employed as a labourer and who, in addition as part of his normal duties is required to stop or start a washing or labelling machine; (xxxvi)

(xxxvi) "machine handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment but who does not do work normally performed by an artisan; (xxxvii)

(xxxvii) "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)

(xxvi) „klerk, man, ongekwalifiseer,” ’n manlike klerk met minder as vyf jaar ondervinding; (xiv)

(xxvii) „kommisiewerk” ’n stelsel waarvolgens ’n handelsreisiger se besoldiging bereken word volgens die getal of waarde van die bestellings wat hy aan sy werkgewer voorlê en wat laasgenoemde aanvaar; (xv)

(xxviii) „korttyd” ’n tydelike vermindering van die getal gewone werkeure weens ’n slapte in die bedryf, ’n tekort aan grondstowwe, ongunstige weersomstandighede, ’n onklaarraking of dreigende onklaarraking van geboue; (xlii)

(xxix) „loon” die bedrag wat ingevolge klousule 3 (1) aan ’n werknemer betaalbaar is ten opsigte van sy gewone werkeure soos by klousule 5 voorgeskryf: Met dien verstande—

- (i) dat, as ’n werkgewer ’n werknemer ten opsigte van sodanige gewone werkeure 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; (lvi)

(xxx) „los werknemer” ’n werknemer wat hoogstens drie dae in ’n week by dieselfde werkgewer in diens is; (vii)

(xxxi) „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 verbruiksafdelings in ’n bedryfsinrigting of vir versending te lewer; (xlv)

(xxxii) „masjienfaktotum” ’n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van ’n bedryfsinrigting gebruik word maar wat geen werk verrig wat gewoonlik deur ’n ambagsman gedoen word nie; (xxxvi)

(xxxiii) „masjienoppasser graad I” ’n werknemer wat ’n masjien oppas wat vir enigeen of almal van die volgende doeleindes gebruik word, naamlik, van stroop voorsien, vul, doppies opsit of verseël, en by die toepassing van hierdie woordomskrywing beteken „oppas” op die uitkyk wees na beskadigde houers, verkeerde volmaak van houers of ander werkgebreke en omvat dit die aansit of afskakeling van die masjien en ’n halfoutomatiese masjien voer wanneer ’n werknemer wat die masjien „oppas”, dit verrig; (xxxii)

(xxxiv) „masjienoppasser graad I, gekwalifiseer,” ’n masjienoppasser graad I met minstens ses maande ondervinding; (xxxiii)

(xxxv) „masjienoppasser graad I, ongekwalifiseer,” ’n masjienoppasser graad I met minder as ses maande ondervinding; (xxxiv)

(xxxvi) „masjienoppasser graad II” ’n werknemer wat hoofsaaklik as ’n arbeider werksaam is en wat daarbenewens, as deel van sy gewone pligte, ’n was- of etiketteermasjien moet afskakel of aansit; (xxxv)

(xxxvii) „Mineraalwaterywerheid” die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om een of meer van die volgende werksaamhede te verrig, naamlik, die vervaardiging, bereiding of bottel van—

(a) mineraal-, koolsuur- of spuitwater, gemmerbier, hobbier, nie-alkoholiese vrugtestrope, geurstrope, nie-gegistende drankes of ander soortgelyke drankes;

(b) vrugte- of groentekwasse, -konsentrate of -sappe; en omvat dit—

- (i) die aflewering, verspreiding of verkoop vanuit enige perseel van watter aard ook al van enigeen of meer van genoemde produkte indien sodanige aflewering, verspreiding of verkoop onderneem word deur dieselfde werkgewer wat sodanige produkte vervaardig, berei of gebottel het; en
- (ii) alle werksaamhede wat met enigeen van voornoemde bedrywighede in verband staan of daaruit voortspuit;

maar dit omvat nie die werksaamhede van werkgewers en werknemers wat verrig word in persele waarin vrugte- of groentekwasse, -konsentrate of -sappe vervaardig, berei, gebottel, afgelewer, versprei of verkoop word nie indien sodanige werkgewers en werknemers ten opsigte van enigeen van sodanige werksaamhede onderworpe is aan die bepaling van Loonvaststelling No. 179 vir die Vrugte- en Groente-inmaaknywerheid, Republiek van Suid-Afrika, afgekondig by Goewermentskennisgewing No. 1663 van 7 November 1958; (xxxvii)

- (xxxviii) "Mineral Water Manufacturing Industry" means the industry in which employers and employees are associated for the purpose of carrying on any one or more of the following activities, namely, manufacturing, preparing or bottling—
- (a) mineral, carbonated or aerated water, gingerbeer, hopbeer, non-alcoholic cordials, flavour syrups, unfermented drinks or other similar beverages;
 - (b) fruit or vegetable squashes, concentrates or juices; and includes—
- (i) the delivery, distribution or sale from any premises whatsoever of any one or more of the said products if such delivery, distribution or sale is undertaken by the same employer who manufactured, prepared or bottled such products; and
 - (ii) all operations incidental to or consequent on any of the aforesaid activities,
- but does not include the activities of employers and employees carried on in premises in which fruit or vegetable squashes, concentrates or juices are manufactured, prepared, bottled, delivered, distributed or sold if such employers and employees are in respect of any such activities subject to the provisions of Wage Determination No. 179 for the Fruit and Vegetable Canning Industry, Republic of South Africa, published under Government Notice No. 1663 of the 7th November, 1958; (xxxvii)
- (xxxix) "mobile hoist operator" means an employee who is engaged in operating a mobile power-driven hoist used in the loading, unloading, moving or stacking of goods; (v)
- (xl) "motor vehicle", except in the definition of chauffeur, means any power-driven vehicle used for conveying goods, other than a traveller's samples, and includes a mechanical horse and a tractor but does not include a mobile hoist; (xxxviii)
- (xli) "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 two days in any week is engaged in driving a motor vehicle for not more than three 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; (xiii)
- (xlii) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (xlviii)
- (xliii) "senior managerial or administrative employee" means an employee who is charged by the employer with the performance of work entailing responsibility for taking decisions of an administrative character in the conduct of the activities of an establishment; (xliii)
- (xliv) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, vagaries of the weather, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (xxviii)
- (xlv) "storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch; (xxxi)
- (xlvi) "syrup maker" means an employee who is responsible for and engaged in the making of syrup and who is in charge of the other employees in the syrup room; (xlv)
- (xlvii) "syrup maker, qualified," means a syrup maker who has had not less than 12 months' experience; (xlv)
- (xlviii) "syrup maker, unqualified," means a syrup maker who has had less than 12 months' experience; (xlv)
- (xlix) "technical or professional employee" means an employee who is charged by the employer with the performance of work of a technical or professional character; (xlix)
- (i) "trailer" means any conveyance drawn by a motor vehicle; (xlv)
 - (ii) "traveller" means an employee, other than a driver-salesman, who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (xvii)
 - (iii) "traveller, qualified," means a traveller who has had not less than four years' experience; (xviii)
 - (iiii) "traveller, unqualified," means a traveller who has had less than four years' experience; (xix)
 - (liv) "traveller's assistant" means an employee who accompanies a traveller and assists him in packing, unpacking or displaying his samples and who may drive the motor vehicle used by the traveller in the performance of his duties; (xx)

- (xxxviii) „motorvoertuig”, uitgesonderd in die woordomskrywing van chauffeur, 'n kragaaangedrewe voertuig wat gebruik word vir die vervoer van goedere, uitgesonderd handelsreisigers se monsters, en omvat dit 'n voorhaker en trekker maar nie 'n mobiele hystoestel nie; (xl)
- (xxxix) „noodwerk”—
- (1) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, geweld, daad, diefstal, of 'n onklaarraking van installasie of masjinerie sonder versuim gedoen moet word;
 - (2) enige werk in verband met die laai of aflaai van—
- (i) skepe;
 - (ii) spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens; of
 - (iii) voertuie wat deur 'n vervoerkontraakteur gebruik word in die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens; of
- (3) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkkure verrig kan word nie; (xxi)
- (xl) „onbelaste gewig” die gewig van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n twee- of driewielige motorfiets, bromponie of bromfiets of trapfiets met hulpmotor, die onbelaste gewig geag word hoogstens 1,000 lb. te wees; (lv)
- (xli) „onderbaas” 'n werknemer wat onder die algemene toesig van 'n voorman of assistent-voorman aan die hoof van 'n groep arbeiders staan; (viii)
- (xlii) „ondervinding” met betrekking tot—
- (a) 'n klerk, die totale tydperk of tydperke wat 'n werknemer as 'n klerk in enige bedryf of in die diens van die Staat werksaam was;
 - (b) enige ander klas werknemer, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Minerale nywerheid werksaam was; (xxiii)
- (xliii) „senior bestuurs- of administratiewe werknemer” 'n werknemer wat deur die werkgever belas word met werk wat die verantwoordelikheid meebring om by die uitvoering van die bedryfsinrigting se werksaamhede, besluite van 'n administratiewe aard te neem; (xliii)
- (xliv) „sleepwa” 'n vervoermiddel wat deur 'n motorvoertuig getrek word; (l)
- (xlv) „stroopmaker” 'n werknemer wat verantwoordelik is vir en betrokke is by die maak van stroop en wat aan die hoof staan van die ander werknemers in die stroopkamer; (xlv)
- (xlvi) „stroopmaker, gekwalifiseer” 'n stroopmaker met minstens twaalf maande ondervinding; (xlvii)
- (xlvii) „stroopmaker, ongekwalifiseer” 'n stroopmaker met minder as twaalf maande ondervinding; (xlviii)
- (xlviii) „stukwerk” 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (xlii)
- (xlix) „tegniese of professionele werknemer” 'n werknemer wat deur die werkgever belas is met die uitvoering van werk van 'n tegniese of professionele aard; (xlix)
- (i) „versendingsklerk” 'n werknemer wat belas is met die versending of verpakking van goedere vir vervoer of aflewering en wat toesig hou oor die byeenbring, nagaan, weeg, verpakking, merk, adresseer of versending van goedere of pakette; (xvi)
 - (ii) „voorman” 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of in 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (xxiv)
 - (lii) „wag” 'n werknemer wat 'n perseel of eiendom bewaak; (lvii)
 - (liii) „werknemer graad I” 'n werknemer wat een of meer van die volgende werksaamhede verrig—
- (1) kiste met 'n masjien inmeekaarsit;
 - (2) vragte ooreenkomstig skriftelike voorskrifte inmeekaarsit;
 - (3) koolsuurs of droë-ysovmormers bedien;
 - (4) motorvoertuigwiele omruil of lekkie heelmaak;
 - (5) die brandstof, olie of water in motorvoertuie nagaan of byvul;
 - (6) houters met die hand van etikette voorsien vir 'n outomatiese of halfoutomatiese stroop-, vul- en doppiemasjien;
 - (7) bestanddele afmeet of afweeg, uitgesonderd met 'n gestelde maat of 'n gestelde skaal;
 - (8) kragaaangedrewe masjiene of voertuie olie of smeer;
 - (9) 'n afrolmasjien bedien;
 - (10) die hoeveelheid water van 'n suikerkoeksel reguleer en die temperatuur daarvan beheer;
 - (11) motorvoertuigonderdele verwyder of vervang, uitgesonderd die werk van 'n ambagsman;

- (iv) "unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three-wheeled motor cycle, motor scooter or auto-cycle or a cycle fitted with an auxiliary engine the unladen weight shall be deemed not to exceed 1,000 lb; (xi)
- (ivi) "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, 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;
 - that the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received if he had not been employed on such a basis; (xxix)
- (lvii) "watchman" means an employee who is engaged in guarding premises or property. (lii)
- (2) For the purpose of this Determination an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

3. REMUNERATION

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

(a) *Employees other than casual employees—*

(i)

	In the Magisterial Districts of George, Klerksdorp, Kroonstad, Mossel Bay, Odendaalsrus, Oudtshoorn, Paarl, Potchefstroom, Somerset West, Stellenbosch, Virginia, Welkom, Wellington and Worcester.	In all other areas
	Per week R	Per week R
Artisan	34.27	38.18
Assistant foreman	30.36	34.27
Clerk, female, qualified	13.85	17.31
Clerk, female, unqualified—		
during the first year of experience	7.62	10.38
during the second year of experience	9.00	12.12
during the third year of experience	10.62	13.85
during the fourth year of experience	12.23	15.58
during the fifth year of experience	21.23	25.39
Clerk, male, qualified		
Clerk, male, unqualified—		
during the first year of experience	9.59	11.54
during the second year of experience	12.00	14.31
during the third year of experience	14.31	17.08
during the fourth year of experience	16.62	19.85
during the fifth year of experience	18.92	22.62
Driver-salesman, grade I, in the case of a motor vehicle the unladen weight of which vehicle together with the unladen weight of any trailer or trailers drawn by such vehicle—		
(i) does not exceed 1,000 lb.	12.88	15.41
(ii) exceeds 1,000 lb. but does not exceed 10,000 lb.	20.92	25.48
(iii) exceeds 10,000 lb.	24.34	28.90
Driver-salesman, grade II, in the case of a motor vehicle the unladen weight of which vehicle together with the unladen weight of any trailer or trailers drawn by such vehicle—		
(i) does not exceed 1,000 lb.	10.35	11.96
(ii) exceeds 1,000 lb. but does not exceed 10,000 lb.	17.48	20.92
(iii) exceeds 10,000 lb.	20.92	24.34
Chauffeur	10.35	11.96

- (12) batterye van motorvoertuie verwyder, laai, vervang of byvul;
- (13) kiste herstel;
- (14) kykinspeksie; (xxv)
- (liv) „werknemer graad I, gekwalifiseer,” ’n werknemer graad I met minstens drie maande ondervinding; (xxvi)
- (lv) „werknemer graad I, ongekwalifiseer,” ’n werknemer graad I met minder as drie maande ondervinding; (xxvii)
- (lvi) „werknemer graad II” ’n werknemer wat in een of meer van die volgende hoedanighede in diens is of wat een of meer van die volgende werksaamhede verrig—
- ambagsman se hulp;
 - briewe, boodskappe of goedere buite ’n bedryfsinrigting te voet of deur middel van ’n trapfiets, driewieler of handvoertuig aflewer of vervoer;
 - vrugte in sny- of mengmasjiene voer of etikette in lymmasjiene voer;
 - met die hand of handmasjiën vul, doppies opsit, proppe opsit, etiketteer of van stroop voorsien;
 - masjiënoppasser graad II;
 - kiste met ’n masjiën van bande of drade voorsien;
 - kiste vernis of verf;
 - met ’n gestelde skaal weeg of met ’n gestelde maat meet; (xxviii)

(lvii) „Wet” ook die gemeenereg. (xxxi)

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

3. BESOLDIGING

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

(a) *Werknemers, uitgesonderd los werknemers.—*

(i)

	In die landdrostdistrikte George, Klerksdorp, Kroonstad, Mosselbaai, Odendaalsrus, Oudtshoorn, Paarl, Potchefstroom, Somerset-Wes, Stellenbosch, Virginia, Welkom, Wellington en Worcester.	In alle ander gebiede.
	Per week R	Per week R
Ambagsman	34.27	38.18
Assistent-voorman	30.36	34.27
Klerk, vrou, gekwalifiseer	13.85	17.31
Klerk, vrou, ongekwalifiseer—		
gedurende die eerste jaar ondervinding	7.62	10.38
gedurende die tweede jaar ondervinding	9.00	12.12
gedurende die derde jaar ondervinding	10.62	13.85
gedurende die vierde jaar ondervinding	12.23	15.58
gedurende die vyfde jaar ondervinding	21.23	25.39
Klerk, man, gekwalifiseer		
Klerk, man, ongekwalifiseer—		
gedurende die eerste jaar ondervinding	9.59	11.54
gedurende die tweede jaar ondervinding	12.00	14.31
gedurende die derde jaar ondervinding	14.31	17.08
gedurende die vierde jaar ondervinding	16.62	19.85
gedurende die vyfde jaar ondervinding	18.92	22.62
Bestuurder-verkoopsman, graad I, in die geval 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 pond is	12.88	15.41
(ii) meer as 1,000 pond maar hoogstens 10,000 pond is	20.92	25.48
(iii) meer as 10,000 pond is	24.34	28.90
Bestuurder-verkoopsman, graad II, in die geval van ’n motorvoertuig waarvan die onbelaste gewig saam met die onbelaste gewig van ’n sleepwa of sleepwaens wat deur so ’n voertuig getrek word—		

	In the Magisterial Districts of George, Klerksdorp, Kroonstad, Mossel Bay, Odendaalsrus, Oudtshoorn, Paarl, Potchefstroom, Somerset West, Stellenbosch, Virginia, Welkom, Wellington and Worcester.	In all other areas		In die landdrosdistrikte George, Klerksdorp, Kroonstad, Mosselbaai, Odendaalsrus, Oudtshoorn, Paarl, Potchefstroom, Somerset-Wes, Stellenbosch, Virginia, Welkom, Wellington en Worcester.	In alle ander gebiede.
	Per week R	Per week R		Per week R	Per week R
Driver of a motor vehicle the unladen weight of which vehicle together with the unladen weight of any trailer or trailers drawn by such vehicle—			(i) hoogstens 1,000 pond is . . .	10.35	11.96
(i) does not exceed 1,000 lb. . .	9.66	11.50	(ii) meer as 1,000 pond maar hoogstens 10,000 pond is . . .	17.48	20.92
(ii) exceeds 1,000 lb. but does not exceed 10,000 lb. . .	15.64	19.32	(iii) meer as 10,000 pond is . . .	20.92	24.34
(iii) exceeds 10,000 lb. . .	19.32	23.00	Chauffeur . . .	10.35	11.96
Part-time driver of a motor vehicle . . .	10.35	11.50	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—		
Foreman . . .	35.00	40.00	(i) hoogstens 1,000 pond is . . .	9.66	11.50
Handyman . . .	13.80	16.10	(ii) meer as 1,000 pond maar hoogstens 10,000 pond is . . .	15.64	19.32
Machine handyman . . .	17.25	20.70	(iii) meer as 10,000 pond is . . .	19.32	23.00
Syrup maker, qualified . . .	24.34	28.90	Deeltydse bestuurder van 'n motorvoertuig . . .	10.35	11.50
Syrup maker, unqualified—			Voorman . . .	35.00	40.00
during the first six months of experience . . .	15.41	18.40	Faktotum . . .	13.80	16.10
during the second six months of experience . . .	20.24	23.92	Masjienfaktotum . . .	17.25	20.70
Traveller, qualified . . .	36.46	36.46	Stroompaker, gekwalifiseer . . .	24.34	28.90
Traveller, unqualified—			Stroompaker, ongekwalifiseer—		
during the first year of experience . . .	25.39	25.39	gedurende die eerste ses maande ondervinding . . .	15.41	18.40
during the second year of experience . . .	28.15	28.15	gedurende die tweede ses maande ondervinding . . .	20.24	23.92
during the third year of experience . . .	30.93	30.93	Handelsreisiger, gekwalifiseer . . .	36.46	36.46
during the fourth year of experience . . .	33.68	33.68	Handelsreisiger, ongekwalifiseer—		
Traveller's assistant . . .	11.50	11.50	gedurende die eerste jaar ondervinding . . .	25.39	25.39
			gedurende die tweede jaar ondervinding . . .	28.15	28.15
			gedurende die derde jaar ondervinding . . .	30.93	30.93
			gedurende die vierde jaar ondervinding . . .	33.68	33.68
			Handelsreisiger se hulp . . .	11.50	11.50

(ii)

	In the Magisterial Districts of Bellville, the Cape, Wynberg and Simonstown.		In the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.		In the Magisterial Districts of Durban, Inanda, Paarl, Pinetown, Somerset West, Stellenbosch, Wellington and Worcester.	
	During the First Twelve Months after the coming into Operation of this Determination.	Thereafter.	During the First Twelve Months after the coming into Operation of this Determination.	Thereafter.	During the First Twelve Months after the coming into Operation of this Determination.	Thereafter.
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Boiler attendant }	8.51	8.97	8.05	8.51	7.82	8.28
Chargehand }						
Watchman }						
Grade I employee, qualified	8.97	9.43	8.51	8.97	8.28	8.74
Grade I employee, unqualified	8.28	8.74	7.59	8.05	7.13	7.59
Grade II employee	8.28	8.74	7.59	8.05	7.13	7.59
Labourer, male, 18 years of age or over	8.05	8.51	7.36	7.82	6.90	7.36
Labourer, male, under 18 years of age	6.44	6.90	5.98	6.44	5.75	6.21
Labourer, female	6.67	7.13	6.21	6.67	5.75	6.21
Machine-minder, grade I, qualified	9.89	10.35	9.43	9.39	8.97	9.43
Machine-minder, grade I, unqualified—						
during the first three months of experience	8.28	8.74	7.82	8.28	7.59	8.05
during the second three months of experience	8.97	9.43	8.51	8.97	8.28	8.74
Mobile hoist operator	10.35	10.81	10.12	10.58	9.89	10.35
Employee not elsewhere in this clause specifically mentioned	8.51	8.97	8.05	8.51	7.82	8.28

	In the Magisterial Districts of Bloemfontein, East London, Kimberley and Pietermaritzburg.		In the Magisterial Districts of Klerksdorp, Kroonstad, Odendaalsrus, Virginia and Welkom.		In the Magisterial Districts of George, Mossel Bay, Oudtshoorn and Potchefstroom.	
	During the First Twelve Months after the coming into Operation of this Determination.	Thereafter.	During the First Twelve Months after the coming into Operation of this Determination.	Thereafter.	During the First Twelve Months after the coming into Operation of this Determination.	Thereafter.
	Per week. R	Per week. R	Per week. R	Per week. R	Per week. R	Per week. R
Boiler attendant } Chargehand } Watchman }	6.67	7.13	6.44	6.90	5.75	6.21
Grade I employee, qualified	7.13	7.59	6.67	7.13	6.21	6.67
Grade I employee, unqualified	6.44	6.90	5.98	6.44	5.29	5.75
Grade II employee	6.44	6.90	5.98	6.44	5.29	5.75
Labourer, male, 18 years of age or over	6.21	6.67	5.75	6.21	5.06	5.20
Labourer, male, under 18 years of age	4.83	5.29	4.60	5.06	3.91	4.14
Labourer, female	5.06	5.52	4.83	5.29	4.14	4.37
Machine-minder, grade I, qualified	7.82	8.28	7.36	7.82	6.90	7.13
Machine-minder, grade I, unqualified— during the first three months of experience	6.44	6.90	5.98	6.44	5.29	5.52
during the second three months of experience	7.13	7.59	6.67	7.13	6.21	6.44
Mobile hoist operator	8.97	9.43	8.51	8.97	7.82	8.05
Employee not elsewhere in this clause specifically mentioned	6.67	7.13	6.44	6.90	5.75	5.98

(ii)

	In die landdrostdistrikte Bellville, die Kaap, Wynberg en Simonstad.		In die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.		In die landdrostdistrikte Durban, Inanda, Paarl, Pinetown, Somerset-Wes, Stellenbosch, Wellington en Worcester.	
	Gedurende die eerste twaalf maande na die inwerkingtreding van hierdie Vastelling.	Daarna.	Gedurende die eerste twaalf maande na die inwerkingtreding van hierdie Vastelling.	Daarna.	Gedurende die eerste twaalf maande na die inwerkingtreding van hierdie Vastelling.	Daarna.
	Per week. R	Per week. R	Per week. R	Per week. R	Per week. R	Per week. R
Ketelbediener } Onderbaas } Wag }	8.51	8.97	8.05	8.51	7.82	8.28
Werknemer, graad I, gekwalifiseer	8.97	9.43	8.51	8.97	8.28	8.74
Werknemer, graad I, ongekwalifiseer	8.28	8.74	7.59	8.05	7.13	7.59
Werknemer, graad II	8.28	8.74	7.59	8.05	7.13	7.59
Arbeider, 18 jaar of ouer	8.05	8.51	7.36	7.82	6.90	7.36
Arbeider, onder 18 jaar	6.44	6.90	5.98	6.44	5.75	6.21
Arbeider, vrou	6.67	7.13	6.21	6.67	5.75	6.12
Masjienoppasser, graad I, gekwalifiseer	9.89	10.35	9.43	9.89	8.97	9.43
Masjienoppasser, graad I, ongekwalifiseer gedurende die eerste drie maande ondervinding	8.28	8.74	7.82	8.28	7.59	8.05
gedurende die tweede drie maande ondervinding	8.97	9.43	8.51	8.97	8.28	8.74
Bediener van mobiele hystoestel	10.35	10.81	10.12	10.58	9.89	10.35
Werknemer wat nie elders in hierdie klousule uitdruklik genoem word nie	8.51	8.97	8.05	8.51	7.82	8.28

	In die landdrostdistrikte Bloemfontein, Oos-Londen, Kimberley en Pietermaritz- burg.		In die landdrostdistrikte Klerksdorp, Kroonstad, Odendaalsrus, Virginia en Welkom.		In die landdrostdistrikte George, Mosselbaai, Oudts- hoorn en Potchefstroom.	
	Gedurende die eerste twaalf maande na die inwerkingtreding van hierdie Vasstelling.	Daarna.	Gedurende die eerste twaalf maande na die inwerkingtreding van hierdie Vasstelling.	Daarna.	Gedurende die eerste twaalf maande na die inwerkingtreding van hierdie Vasstelling.	Daarna.
	Per week. R	Per week. R	Per week. R	Per week. R	Per week. R	Per week. R
Ketelbediener } Onderbaas } Wag	6.67	7.13	6.44	6.90	5.75	6.21
Werknemer, graad I, gekwalifiseer	7.13	7.59	6.67	7.13	6.21	6.67
Werknemer, graad I, ongekwalifiseer	6.44	6.90	5.98	6.44	5.29	5.75
Werknemer, graad II	6.44	6.90	5.98	6.44	5.29	5.75
Arbeider, 18 jaar of ouer	6.21	6.67	5.75	6.21	5.06	5.20
Arbeider, onder 18 jaar	4.83	5.29	4.60	4.60	3.91	4.14
Arbeider, vrou	5.06	5.52	4.83	4.83	4.14	4.37
Masjienoppasser, graad I, gekwalifiseer	7.82	8.28	7.36	7.82	6.90	7.13
Masjienoppasser, graad I, ongekwalifiseer—						
gedurende die eerste drie maande						
ondervinding	6.44	6.90	5.98	6.44	5.29	5.52
gedurende die tweede drie maande						
ondervinding	7.13	7.59	6.67	7.13	6.21	6.44
Bediener van mobiele hystoestel	8.97	9.43	8.51	8.97	7.82	8.05
Werknemer wat nie elders in hierdie						
klausule uitdruklik genoem word nie	6.67	7.13	6.44	6.90	5.75	5.98

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

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

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

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

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

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

Provided that—

- the provisions of this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on age, experience or sex;
- 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:*—

- The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by—

- five, in the case of an employee who works a five-day week;

(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 klausule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en moet 'n werknemer, behoudens die bepalings van klausule 4 (6), vir 'n week minstens die volle weekloon wat in subklausule (1), gelees met subklausule (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 klausule 5 vir hom geld, of minder, gewerk het.

(3) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis om hom toelaat om vir langer as altesaam 1 uur op 'n dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor of—

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

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

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

- die bepalings van hierdie subklausule nie geld nie wanneer die verskil tussen die klasse ingevolge subklausule (1) op ouderdom, ondervinding of geslag berus;
- 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 voorgeskryfde loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Loonberekening.*—

- Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—

- vyf, in die geval van 'n werknemer wat 5 dae in 'n week werk;

- (ii) six, in the case of every other employee.
- (b) The monthly wage of an employee shall be four and one-third times his weekly wage.
- (c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of ordinary hours of work which he ordinarily works in a week.
- (5) *Transport allowance and expenses.*—In addition to paying any other remuneration due to—
- (a) a traveller who uses his employer's motor transport or who is required to travel by train or any other means of conveyance than his own, his employer shall reimburse him all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purpose of this sub-clause the cost of overnight garaging of motor transport shall be deemed to be a transport expense;
- (b) a traveller who is required to provide motor transport for the performance of his duties, his employer shall pay him a transport allowance for each mile travelled in the performance of his duties of not less than in the case of—
- (i) a vehicle the weight of which does not exceed 2,500 lb. and which has not more than four cylinders ... 7 cents;
 - (ii) a vehicle the weight of which exceeds 2,500 lb. but not 2,900 lb. and which has not more than four cylinders ... 8 cents;
 - (iii) a vehicle the weight of which does not exceed 2,900 lb. and which has more than four cylinders ... 8 cents;
 - (iv) a vehicle the weight of which exceeds 2,900 lb. ... 11 cents;
- and for the purpose of this sub-clause the expression "weight" means the weight as recorded in a licence or certificate issued in respect of such vehicle by an authority empowered by law to issue such licence or certificate.
- (6) *Subsistence allowance and expenses.*—In addition to paying any other remuneration due to—
- (a) a traveller who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—
- (i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
 - (ii) pay him a subsistence allowance of not less than four rand for each night where such absence extends over one or more nights;
- (b) a traveller's assistant who, accompanying a traveller on any journey undertaken by the traveller in the performance of his duties, is absent from the place of his residence and his employer's establishment for any periods in excess of six consecutive hours, his employer shall—
- (i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
 - (ii) pay him a subsistence allowance of not less than one rand thirty-five cents for each night where such absence extends over one or more nights;

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

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

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

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

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clauses 3 (7) and 6 (4), any amount due to an employee, other

- (ii) ses, in die geval van alle ander werknemers.
- (b) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.
- (c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkeure wat hy gewoonlik in 'n week werk.
- (5) *Vervoertoelae en -uitgawes.*—Benewens die betaling van enige ander besoldiging verskuldig—
- (a) aan 'n handelsreisiger wat van sy werkgever se motorvoertuig gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgever hom alle redelike uitgawes vergoed wat hy in die uitvoering van sy pligte in verband met sodanige vervoer aangegaan het, en by die toepassing van hierdie subklousule word die koste verbonde aan die stalling van 'n motorvoertuig oornag, geag 'n vervoeruitgawe te wees;
- (b) aan 'n handelsreisiger van wie vereis word om 'n motorvoertuig vir die uitvoering van sy pligte te verskaf, moet sy werkgever hom vir elke myl wat hy in die uitvoering van sy pligte afgelê het, 'n vervoertoelae betaal van minstens, in die geval van—
- (i) 'n voertuig waarvan die gewig hoogstens 2,500 pond is en wat hoogstens 4 silinders het ... 7 sent;
 - (ii) 'n voertuig waarvan die gewig oor die 2,500 pond is maar nie oor die 2,900 pond nie en wat hoogstens vier silinders het ... 8 sent;
 - (iii) 'n voertuig waarvan die gewig hoogstens 2,900 pond is en wat meer as vier silinders het ... 8 sent;
 - (iv) 'n voertuig waarvan die gewig oor die 2,900 pond is ... 11 sent;
- en by die toepassing van hierdie subklousule beteken die uitdrukking „gewig” die gewig aangeteken op 'n lisensie of sertifikaat wat ten opsigte van sodanige voertuig uitge-reik is deur 'n owerheid wat by wet gemagtig is om so-danige lisensie of sertifikaat uit te reik.
- (6) *Onderhoudstoelae en -uitgawe.*—Benewens die betaling van enige ander besoldiging verskuldig—
- (a) aan 'n handelsreisiger wat op enige reis wat hy in die uitvoering van sy pligte onderneem, vir 'n langer tydperk as 6 agtereenvolgende ure van sy woonplek en sy werk-gever se bedryfsinrigting afwesig is—
- (i) moet sy werkgever hom alle redelike uitgawes vergoed wat hy in iedere sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangegaan het;
 - (ii) moet sy werkgever hom 'n onderhoudstoelae van minstens R4 vir iedere nag betaal as so 'n afwesigheid oor een of meer nagte strek;
- (b) aan 'n handelsreisiger se hulp wat, wanneer hy 'n handelsreisiger vergesel op enige reis wat die handelsreisiger in die uitvoering van sy pligte onderneem, vir 'n langer tydperk as 6 agtereenvolgende ure van sy woonplek en sy werk-gever se bedryfsinrigting afwesig is—
- (i) moet sy werkgever hom alle redelike uitgawes vergoed wat hy in iedere sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangegaan het;
 - (ii) moet sy werkgever hom 'n onderhoudstoelae van minstens een rand vyf-en-dertig sent vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;

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

(7) (a) 'n Werkgever moet alle toelae en uitgawes wat ingevolge subklousules (5) en (6) aan 'n werknemer betaalbaar is, aan hom betaal binne 7 dae nadat die werknemer dit skriftelik geëis het: Met dien verstande dat 'n werknemer iedere sodanige eis binne 1 maand vanaf die tydstop waarop hy daarop geregtig geword het, moet indien maar dat hy nie meer as een eis in 'n week mag indien nie.

(b) 'n Werkgever kan van sy handelsreisiger vereis om iedere eis so op te stel dat dit weergee—

- (i) in die geval van 'n eis ingevolge subklousule 5 (a), die soort vervoer en die vervoerkoste of aard van alle ander uitgawes waarvoor hy vergoeding eis;
- (ii) in die geval van 'n eis ingevolge subklousule 5 (b), die mylafstand wat hy elke dag afgelê het, die plekke wat besoek is en, uitgesonderd in munisipale gebiede, die roete wat gevolg is;
- (iii) in die geval van 'n eis ingevolge subklousule (6), die tyd waarop elke tydperk van afwesigheid begin en geëindig het; en ten einde aan so 'n vereiste te kan voldoen, moet sy werk-gever, voordat sodanige reis deur sodanige handelsreisiger onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word.

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepalings van klousules 3 (7) en 6 (4) moet iedere bedrag ver-

than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work or within fifteen minutes of ceasing work, on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

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

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

Provided that—

- (i) at the written request of an employee, the amount due to him may be paid into his building society or bank account by the employer who shall hand to him the relevant receipt together with the aforementioned statement;
- (ii) the aforementioned information need not be furnished in the case of a senior managerial or administrative employee or a technical or professional employee or a foreman if and for so long as such employee is in receipt of a regular wage of not less than R2,400 per annum in area A or R2,250 per annum in area B.

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

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

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

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

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

- (a) with the written consent of his employee, a deduction for holiday, sick benefit, medical aid insurance, savings, provident or pension funds, income tax, subscriptions to trade unions or subscriptions to any institution for the benefit of the employee or to an employee's recreational club, if such club is on the employer's premises: Provided that the written consent of an employee to whom proviso (ii) to clause 7(1) applies need not be obtained in the case of a deduction of his contributions to the fund or organisation nominated by him;
- (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—

skuldig 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 sodanige bedrag moet in 'n verseëelde koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

- (a) die werkgever se naam;
- (b) die werknemer se naam of sy nommer op die betaalstaat en sy beroep;
- (c) die getal gewone werkure wat die werknemer gewerk het;
- (d) die getal ure wat die werknemer oortyd gewerk het;
- (e) die getal ure wat die werknemer op 'n Sondag, 'n openbare vakansiedag of die dag wat hy vry het, gewerk het;
- (f) die werknemer se loon;
- (g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (h) besonderhede van enige bedrag wat afgetrek is;
- (i) die werklike bedrag wat aan die werknemer betaal word; en
- (j) die tydperk waarvoor die betaling geskied;

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

- (i) die werkgever op die skriftelike versoek van 'n werknemer die bedrag aan so 'n werknemer verskuldig in sy bouvereniging- of bankrekening mag inbetaal en die betrokke kwitansie tesame met voornoemde staat aan die werknemer moet oorhandig;
- (ii) voornoemde inligting in die geval van 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer of 'n voorman nie verstrekkend moet word nie indien en solank so 'n werknemer gereeld 'n loon teen minstens R2,400 per jaar in gebied A of R2,250 per jaar in gebied B ontvang.

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

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

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

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

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

- (a) met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, mediese hulp-, versekerings-, spaar-, voorsorgs- of pensioenfonds, inkomstebelasting, ledegedelike aan vakverenigings of ledegedelike aan 'n inrigting vir die voordeel van die werknemer, of aan 'n werknemer se ontspanningsklub, indien sodanige klub op die werkgever se perseel is: Met dien verstande dat dit in die geval van 'n werknemer op wie voorbehoudsbepaling (ii) van klousule 7 (1) van toepassing is, nie nodig is om sy skriftelike toestemming te verkry vir die afrekening van sy bydraes tot die fonds of organisasie deur hom aangewys nie;
- (b) behoudens andersluidende bepalinge in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op 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 werkgever 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 werkgever aan te neem, 'n bedrag van hoogstens—

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

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

- (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 the vagaries of the weather, a shortage of railway trucks or a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;
- (f) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such council or other local authority.

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

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

(A) during the period 1st November to 30th April in the Magisterial Districts of Durban, Inanda and Pinetown, and during the period 1st October to 31st March in all other areas—

(a) in respect of a driver-salesman, a driver of a motor vehicle and a labourer who accompanies such driver-salesman or driver of a motor vehicle, or an employee wholly or mainly engaged in the receipt, despatch or delivery of goods—

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

(ii) eight and one-half on five days in any week and five and a half on the remaining day in the case of an employee who works a six-day week and, subject to subparagraph (i) hereof, nine and three-quarter hours on any day in the case of an employee who works a five-day week;

(b) in respect of all other employees—

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

(ii) subject to subparagraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and one-half in the case of an employee who works a six-day week and nine and one-quarter in the case of an employee who works a five-day week;

(B) during the period 1st May to 31st October in the Magisterial Districts of Durban, Inanda and Pinetown, and during the period 1st April to 30th September in all other areas—

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

(b) subject to subparagraph (a) hereof, eight on five days in any week and five on the remaining day in the case of an employee who works a six-day week and nine on any day in the case of an employee who works a five-day week.

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

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

(i) an employer may agree with his employee to reduce the period of such interval to not less than half-an-hour, and in that event, and after the employer has informed the Divisional Inspector, Department of Labour, for his area, in writing of such agreement, the interval may be so reduced;

(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 as gevolg van ongunstige weersomstandighede of 'n tekort aan spoorwaens, of weens die feit dat die installasie of masjinerie 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 Bantoedorp onder die beheer van so 'n raad of ander plaaslike owerheid bewoon.

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

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

(A) gedurende die tydperk 1 November tot 30 April in die landrodsdistrikte Durban, Inanda en Pinetown en gedurende die tydperk 1 Oktober tot 31 Maart in alle ander gebiede—

(a) ten opsigte van 'n bestuurder-verkoopsman, 'n bestuurder van 'n voertuig en 'n arbeider wat so 'n bestuurder-verkoopsman of bestuurder van 'n voertuig vergesel of 'n werknemer wat uitsluitlik of hoofsaaklik in diens is vir die ontvangs, versending of aflewering van goedere—

(i) agt-en-veertig in 'n week van Maandag tot en met Saterdag, in die geval van 'n werknemer wat 'n werkweek van 6 dae het en 48 in 'n week van Maandag tot en met Vrydag, in die geval van 'n werknemer wat 'n werkweek van 5 dae het;

(ii) agt en 'n half op 5 dae in 'n week en 5 en 'n half op die oorblywende dag in die geval van 'n werknemer met 'n werkweek van 6 dae en, behoudens subparagraaf (i) hiervan, nege en 'n driekwartuur op 'n dag in die geval van 'n werknemer met 'n werkweek van 5 dae;

(b) ten opsigte van alle ander werknemers—

(i) ses-en-veertig in 'n week van Maandag tot en met Saterdag, in die geval van 'n werknemer met 'n werkweek van 6 dae en 46 in 'n week van Maandag tot en met Vrydag, in die geval van 'n werknemer met 'n werkweek van 5 dae;

(ii) behoudens subparagraaf (i) hiervan, 8 op 'n dag, tensy die ure op een dag hoogstens 5 is, en in dié geval mag die ure op enigeen van die ander dae tot agt en 'n half verleng word in die geval van 'n werknemer met 'n werkweek van 6 dae en 9 en 'n kwart in die geval van 'n werknemer met 'n werkweek van 5 dae;

(B) gedurende die tydperk 1 Mei tot 31 Oktober in die landrodsdistrikte Durban, Inanda en Pinetown en gedurende die tydperk 1 April tot 30 September in alle ander gebiede—

(a) vier-en-veertig in 'n week van Maandag tot en met Saterdag, in die geval van 'n werknemer met 'n werkweek van 6 dae en 44 in 'n week van Maandag tot en met Vrydag, in die geval van 'n werknemer met 'n werkweek van 5 dae;

(b) behoudens subparagraaf (a) hiervan, 8 op 5 dae in 'n week en 5 op die oorblywende dag in die geval van 'n werknemer met 'n werkweek van 6 dae en 9 op 'n dag in die geval van 'n werknemer met 'n werkweek van 5 dae.

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

(3) *Etenspouse.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as 5 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 werkgewer met sy werknemer ooreen mag kom om die duur van sodanige pouse tot uiterst 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

- (ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) or (v) applies, shall be deemed to be continuous;
- (iii) if such interval be longer than one hour, any period in excess of one-and-one-quarter hours shall be deemed to be time worked;
- (iv) 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) an employee who on any day has already been granted a meal interval in terms of this subclause and who on such day works overtime, may be required or permitted to work continuously for a further period not exceeding six hours after such interval without a second meal interval.
- (4) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes as nearly as practicable in the middle of each morning and afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee: Provided that an employer who reduces the ordinary hours of work of the afternoon work period by not less than ten minutes, need not grant his employee a rest interval during such period.
- (5) *Hours of work to be consecutive.*—Save as provided in subclause (3), all hours of work of an employee on any day shall be consecutive.
- (6) *Overtime.*—All time worked, other than on a Sunday, in excess of the number of ordinary hours of work prescribed in subclauses (1) and (2) shall be overtime.
- (7) *Limitation of Overtime.*—An employer shall not require or permit an employee to work overtime for more than—
 - (a) in the case of a casual employee, two hours on any day;
 - (b) in the case of a driver-salesman, a driver of a motor vehicle and a labourer who accompanies such driver-salesman or driver of a motor vehicle, or an employee wholly or mainly engaged in the receipt, despatch or delivery of goods, other than a casual employee—
 - (i) ten hours in any week during the period 1st May to 31st October in the Magisterial Districts of Durban, Inanda and Pinetown and during the period 1st April to 30th September in all other areas;
 - (ii) thirty hours in any week during the period 1st November to 30th April in the Magisterial Districts of Durban, Inanda and Pinetown and during the period 1st October to 31st March in all other areas;
 - (c) in the case of all other employees, 10 hours in any week.
- (8) *Female employees.*—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work—
 - (a) between 6 o'clock p.m. and 6 o'clock a.m.;
 - (b) after 1 o'clock p.m. on more than five days a week;
 - (c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday, but so that ten hours are not exceeded in any week;
 - (d) overtime on more than three consecutive days in any week;
 - (e) overtime on more than sixty days in any year;
 - (f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee; or
 - (ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or
 - (iii) paid such employee not less than twenty-five cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.
- (9) *Payment for overtime.*—An employer shall pay an employee who works overtime at a rate of not less than—
 - (a) in the case of a casual employee, one-and-one-third times his ordinary wage in respect of the total period so worked by such employee on any day;
 - (b) in the case of any other employee—
 - (i) one and one-third times his ordinary wage in respect of overtime not exceeding 10 hours in the aggregate worked by such employee in any week;
 - (ii) one and one-half times his ordinary wage in respect of overtime worked in excess of 10 hours in the aggregate by such employee in any week.
- (10) *Savings.*—
 - (a) The provisions of this clause shall not apply to a traveller or a traveller's assistant.
 - (b) The provisions of this clause shall not apply to a senior managerial or administrative employee or to a technical or professional employee or to a foreman if and for so long as such employee is in receipt of a

- (ii) werktidperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoudbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;
- (iii) as sodanige pouse langer as 1 uur is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktid te wees;
- (iv) alleenlik een sodanige pouse gedurende die gewone werkkure van 'n werknemer op 'n dag nie deel van die gewone werkkure mag uitmaak nie;
- (v) daar van 'n werknemer aan wie op enige dag reeds 'n etenspouse ingevolge hierdie subklousule toegestaan is en wat op sodanige dag oortydwerk verrig, vereis mag word of dat hy toegelaat mag word om vir 'n verdere tydperk van hoogstens 6 uur na sodanige pouse sonder 'n tweede etenspouse aaneen te werk.
- (4) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke werktidperk in die voor- en die namiddag, aan elkeen van sy werknemers 'n ruspouse van minstens tien minute toestaan waarin daar nie van die werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en so 'n pouse word geag deel van die gewone werkkure van so 'n werknemer uit te maak: Met dien verstande dat 'n werkgewer wat die gewone werkkure van die werktidperk in die namiddag met minstens 10 minute verminder, sy werknemer gedurende sodanige werktidperk nie 'n ruspouse hoef toe te staan nie.
- (5) *Werkure moet agtereenvolgend wees.*—Behoudens die bepaling van subklousule (3), moet alle werkkure van 'n werknemer op iedere dag agtereenvolgend wees.
- (6) *Oortydwerk.*—Alle tyd, uitgesonderd dié op 'n Sondag, wat 'n werknemer langer werk as die getal gewone werkkure wat in subklousules (1) en (2) voorgeskryf word, is oortydwerk.
- (7) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—
 - (a) in die geval van 'n los werknemer, 2 uur op 'n dag;
 - (b) in die geval van 'n bestuurder-verkoopman, 'n bestuurder van 'n motorvoertuig en 'n arbeider wat sodanige bestuurder-verkoopman of bestuurder van 'n motorvoertuig vergesel of 'n werknemer wat uitsluitlik of hoofsaaklik in diens is vir die ontvangs, versending of aflewering van goedere, uitgesonderd 'n los werknemer—
 - (i) tien uur in 'n week gedurende die tydperk 1 Mei tot 31 Oktober in die landdrostdistrikte Durban, Inanda en Pinetown en gedurende die tydperk 1 April tot 30 September in alle ander gebiede;
 - (ii) dertig uur in 'n week gedurende die tydperk 1 November tot 30 April in die landdrostdistrikte Durban, Inanda en Pinetown en gedurende die tydperk 1 Oktober tot 31 Maart in alle ander gebiede;
 - (c) in die geval van alle ander werknemers, 10 uur in 'n week.
- (8) *Vroulike werknemers.*—Ondanks andersluidende bepalinge in hierdie klousule, mag 'n werkgewer nie van 'n vroulike werknemer vereis of haar toelaat om—
 - (a) tussen 6-uur nm. en 6-uur vm. te werk nie;
 - (b) op meer as vyf dae in 'n week na 1-uur nm. te werk nie;
 - (c) meer as twee uur oortyd op 'n dag te werk nie, met dié uitsondering dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk, maar dan só dat die oortydwerk hoogstens tien uur in 'n week beloop;
 - (d) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;
 - (e) op meer as sestig dae in 'n jaar oortyd te werk nie;
 - (f) na voltooiing van haar gewone werkkure meer as een uur op 'n dag oortyd te werk nie tensy hy—
 - (i) sodanige werknemer voor die middag kennis daarvan gegee het; of
 - (ii) sodanige werknemer van 'n toereikende ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of
 - (iii) sodanige werknemer minstens vyf-en-twintig sent betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.
- (9) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen minstens—
 - (a) in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op 'n dag gewerk;
 - (b) in die geval van 'n ander werknemer—
 - (i) een en 'n derde maal sy gewone loon ten opsigte van oortyd van hoogstens tien uur wat so 'n werknemer altesaam in 'n week werk;
 - (ii) een en 'n half maal sy gewone loon ten opsigte van oortyd van langer as tien uur wat so 'n werknemer altesaam in 'n week werk.
- (10) *Voorbehoudbepalinge.*—
 - (a) Die bepalinge van hierdie klousule is nie op 'n handelsreisiger of 'n handelsreisiger se hulp van toepassing nie.
 - (b) Die bepalinge van hierdie klousule is nie op 'n senior bestuurs- of administratiewe werknemer of op 'n tegniese of professionele werknemer of op 'n voorman van toe-

regular wage at a rate of not less than R2,400 per annum in Area A or R2,250 per annum in area B.

- (c) The provisions of this clause shall not apply to a driver-salesman if and for so long as such employee is in receipt of a regular wage at a rate of not less than £1,920 per annum.
- (d) The provisions of sub-clauses (3), (4), (5) and (7) shall not apply to an employee while he is engaged on emergency work.
- (e) The provisions of sub-clauses (3) and (4) shall not apply to a driver-salesman, a driver of a motor vehicle and a labourer who accompanies such driver-salesman or driver of a motor vehicle, as the case may be.
- (f) The provisions of this clause shall not apply to a watchman whose employer grants him a day off of twenty-four consecutive hours in respect of every week of employment: Provided that—
 - (i) he makes no deduction from his watchman's wage in respect thereof;
 - (ii) an employer may, in lieu of granting his watchman any such day off, pay such watchman the wage which he would have received if he had not worked on such day, plus an amount of not less than his daily wage in respect of such day not granted.

6. ANNUAL LEAVE

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

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

and shall pay such employee in respect of such leave—

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

Provided that for the purpose of this clause the weekly wage of a traveller who is employed on commission work shall be calculated by dividing the remuneration payable to him by virtue of his agreement in accordance with clause 9 (7) in respect of the twelve months immediately preceding the date of the accrual of his leave by fifty-two or if he has had less than twelve months of such employment, by dividing the total remuneration so payable to him during his period of such employment by the number of completed weeks in such period: Provided further that for the purpose of this clause the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section 20 (5) (a) of the Factories, Machinery and Building Work Act, 1941.

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

- (i) if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;
- (ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees in writing, with any period of military training under the Defence Act, 1957;
- (iii) if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;
- (iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of twelve months of employment to which the period of leave relates;
- (v) when an employer requires his employee to take leave before the expiry of the twelve months of employment to which it relates, the employer shall grant such employee the full period of leave accruable for twelve

passing nie indien en solank so 'n werknemer gereeld 'n loon teen minstens R2,400 per jaar in gebied A of R2,250 per jaar in gebied B ontvang.

- (c) Die bepaling van hierdie klousule is nie op 'n bestuurder-verkoopsman van toepassing nie indien en solank so 'n werknemer gereeld 'n loon teen minstens R1,920 per jaar ontvang.
- (d) Die bepaling van subklousules (3), (4), (5) en (7) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.
- (e) Die bepaling van subklousules (3) en (4) is nie van toepassing op 'n bestuurder-verkoopsman, 'n bestuurder van 'n motorvoertuig en 'n arbeider wat sodanige bestuurder-verkoopsman of bestuurder van 'n motorvoertuig, na gelang van die geval, vergesel nie.
- (f) Die bepaling van hierdie klousule is nie op 'n wag wie se werkgever hom 'n dag van vier-en-twintig agtereenvolgende ure ten opsigte van elke week diens vryaf gee, van toepassing nie: Met dien verstande dat—
 - (i) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;
 - (ii) 'n werkgever, in plaas daarvan dat hy sodanige dag vryaf aan sy wag gee, sodanige wag dié loon mag betaal wat hy sou ontvang het indien hy nie op sodanige dag gewerk het nie, plus 'n bedrag van minstens sy dagloon ten opsigte van sodanige dag wat nie toegestaan is nie.

6. JAARLIKSE VERLOF

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

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

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

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

Met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n handelsreisiger wat kommissiewerk doen, bereken word deur die besoldiging wat uit hoofde van sy ooreenkoms ingevolge klousule 9 (7) aan hom betaalbaar is ten opsigte van die twaalf maande onmiddellik voor die datum waarop die verlof hom toekom, deur twee-en-veertig te deel of, indien hy minder as twaalf maande aldus gewerk het, deur die totale besoldiging wat aldus vir sodanige dienstrydperk aan hom betaalbaar is, te deel deur die getal voltooide weke in sodanige tydperk: Met dien verstande voorts 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 bepaling van subklousule (3), só 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;
- (v) as 'n werkgever van sy werknemer vereis dat die werknemer verlof moet neem voor die verstryking van 'n dienstermyn van twaalf maande ten opsigte waarvan die verlof verleen word, hy so 'n werknemer die volle verloftydperk moet verleen wat hom vir 'n dienstermyn van twaalf

months of employment and, with due regard to the the accrual of any increments in terms of clause 3, shall pay such employee in respect of such leave an amount not less than that which the employee would be entitled to at the date on which the leave would normally accrue: Provided further that where an employee's employment terminates before the expiration of the twelve months in respect of which the leave was granted in terms of this proviso, the employer may set-off, against any remuneration due to the employee at the termination of employment, the difference between the amount paid to the employee in terms hereof and the amount to which he would have been entitled at termination in terms of sub-clause (5), if the leave had not been granted to him.

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

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

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

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

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

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

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

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

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

(i) who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

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

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

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

(6) An employee who has become entitled to a period of leave prescribed in sub-clause (1), read with sub-clause (3), and whose 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 this clause;

(iii) on the instructions or at the request of his employer, amounting in the aggregate in any year to not more than ten weeks; and

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

and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

maande sou toekom en, met behoorlike inagneming van enige inkremente wat die werknemer ingevolge klousule 3 toekom, aan so 'n werknemer ten opsigte van sodanige verlof 'n bedrag moet betaal wat minstens gelyk is aan dié waarop die werknemer geregtig sou wees op die datum waarop die verlof hom normaalweg sou toekom: Met dien verstande voorts dat, as 'n werknemer se dienskontrak beëindig word voor die verstryking van die twaalf maande ten opsigte waarvan die verlof ingevolge hierdie voorbehoudsbepaling toegestaan was, die werkgewer die verskil tussen die bedrag aan die werknemer ooreenkomstig hierdie paragraaf betaal en die bedrag waarop die werknemer ingevolge subklousule (5) by die beëindiging van sy dienskontrak geregtig sou gewees het indien verlof nie aan hom toegestaan was nie, kan verreken teen enige besoldiging aan die werknemer verskuldig by die beëindiging van sy dienskontrak.

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

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

(ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek vir minstens drie jaar 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 bepaling van subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

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

(5) Aan 'n werknemer wie se diens gedurende enige dienstermyn van twaalf 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 voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer 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 werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer 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 werkgewer 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) 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 ook te omvat—

(a) enige tydperk ten opsigte waarvan 'n werkgewer '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 hierdie klousule;

(iii) op las of versoek van sy werkgewer,

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

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

en word diens geag te begin—

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

- (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, on the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.
- (8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of twelve months, close his establishment for fourteen consecutive calendar days plus any additional days that may have to be added by virtue of the third proviso to sub-clause (2)
- (b) An employee who at the date of the closing of an establishment in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in sub-clause (1) (b) shall, in respect of any leave due to him, be paid by his employer on the basis set out in sub-clause (5), and for the purpose of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment.

7. SICK LEAVE

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

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

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

- (i) in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work day in respect of each completed month of employment;
- (ii) this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for twenty or twenty-four work days, as the case may be, in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate may be reduced but to not less than the rate of accrual set out in the first proviso to this sub-clause;
- (iii) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;
- (iv) if in respect of any period of incapacity covered by this clause an employee is required by any other law to pay to an employer his full wages, the provisions of this clause shall not apply.

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

- (a) for a period covering more than three consecutive calendar days; or
- (b) on the work day immediately preceding or the work day immediately succeeding a Sunday or New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day,

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

(ii) in die geval van 'n werknemer wat voor die datum van inwerkingtreding 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 'n ander werknemer, op die datum waarop sodanige werknemer by sy werkgever in diens getree het of op die datum van inwerkingtreding 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 twaalf maande, sy bedryfsinrigting sluit vir veertien 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 bedryfsinrigting 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 vyf dae het, vir altesaam minstens twintig werkdade, en
- (b) in die geval van iedere ander werknemer, vir altesaam minstens vier-en-twintig werkdade

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

- (i) gedurende die eerste vier-en-twintig agtereenvolgende maande diens, 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van 'n ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;
- (ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, betaal aan 'n fonds of organisasie wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdade, na gelang van die geval, in elke tydkring van vier-en-twintig maande diens aan hom betaal sal word, met dié uitsondering dat, gedurende die eerste vier-en-twintig maande wat die werknemer bydraes betaal, die gewaarborgde koers verlaag kan word maar nie tot minder nie as die aanwaskoers vermeld in die eerste voorbehoudsbepaling van hierdie subklousule;
- (iii) waar 'n werkgever ingevolge 'n wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;
- (iv) indien daar by 'n ander wet van 'n werkgever vereis word om 'n werknemer sy volle loon te betaal ten opsigte van 'n tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalings van hierdie klousule nie van toepassing is nie.

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

- (a) vir 'n tydperk van langer as drie agtereenvolgende kalenderdae; of
- (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag,

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

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

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

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

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

(aa) on leave in terms of clause 6;

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

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

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

and any period of employment which an employee has had with the same employer immediately before the date of the coming into force of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

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

8. PUBLIC HOLIDAYS, SUNDAYS AND DAYS OFF

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

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

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

(a) pay the employee—

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

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

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

(4) This clause shall not apply—

(a) to a senior managerial or administrative employee or technical or professional employee or to a foreman if and for so long as such employee is in receipt of a regular wage of not less than R2,400 per annum in area A or R2,250 per annum in area B;

(b) to a casual employee and sub-clauses (2) and (3) shall not apply to a traveller, a traveller's assistant or a watchman.

9. PIECE-WORK AND COMMISSION WORK

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

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

(4) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(bb) op las of versoek van sy werkgever;

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

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

en word enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum van inwerkingtreding van hierdie Vasstelling by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Vasstelling verleen te wees;

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

8. OPENBARE VAKANSIEDAE, SONDAE EN VRY DAE

(1) Behoudens die bepalings van klousules 4 (6) en 6 (2), moet 'n werkgever aan 'n werknemer wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag 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, Geloftedag of Kersdag werk, moet sy werkgever 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 vier uur op so 'n dag te werk, hy geag word vier uur te gewerk het.

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

(a) die werknemer—

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

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

(4) Hierdie klousule is nie van toepassing—

(a) op 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer of op 'n voorman indien en solank so 'n werknemer gereeld 'n loon teen R2,400 per jaar in gebied A of R2,250 per jaar in gebied B ontvang nie;

(b) op 'n los werknemer nie en subklousules (2) en (3) is nie van toepassing op 'n handelsreisiger, 'n handelsreisiger se hulp of 'n wag nie.

9. STUKWERK EN KOMMISSIEWERK

(1) 'n Werkgever mag, nadat hy minstens een week vooraf kennis aan sy werknemer, uitgesonderd 'n handelsreisiger, gegee het, 'n stukwerkstelsel invoer, en sodanige werkgever 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 werkgever, ongeag die hoeveelheid werk wat verrig is, die werknemer moet betaal—

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

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

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

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

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

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

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

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

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

10. PROHIBITION OF EMPLOYMENT

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

- 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;
- 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 bepalinge in hierdie klousule, hoef 'n werkgewer nie 'n los werknemer kennis te gee van sy voorneme om 'n stukwerkstelsel in te voer of af te skaf of te wysig nie.

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

- die week- of maandloon aan die handelsreisiger betaalbaar, indien sodanige loon hoër is as dié wat in klousule 3 (1) vir so 'n handelsreisiger voorgeskryf word, asook die kommissietarief of -tariewe en die voorwaardes waarop hy die reg daarop verkry;
- die dag van die week of maand waarop die verdiende kommissie verskuldig en betaalbaar is;
- die gebied waarin daar van die handelsreisiger vereis word of hy toegelaat word om te werk;
- die tipe, beskrywing, getal, hoeveelheid of waarde van die bestellings (individueel, weekliks, maandeliks of hoe ook al) wat die werkgewer van tyd tot tyd bereid is om te aanvaar; en
- die dag waarop die kommissie op bestellings wat die werkgewer voor die beëindiging van die dienskontrak aanvaar het, betaal moet word: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is.

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

(7) Behoudens die bepalinge van klousule 4 (6), moet 'n werkgewer sy handelsreisiger wat kommissiewerk verrig, minstens die besoldiging betaal waaroor hulle ooreengekom het: Met dien verstande dat, ongeag die getal of waarde van die bestellings wat die werkgewer aanvaar, die besoldiging van so 'n handelsreisiger vir iedere tydperk nie minder mag wees nie as dié wat ingevolge klousule 3 (1) vir daardie tydperk aan hom verskuldig sou wees.

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

10. VERBOD OP INDIENSNEMING

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

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

12. BEÏNDIGING VAN DIENSKONTRAK

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

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

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

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

Provided that this shall not affect—

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

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

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

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

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

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

13. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the ground of desertion or where the employee is a casual employee, the employer shall upon termination of any contract of employment furnish the employee with a certificate of service substantially in the form prescribed in the Schedule to this Determination, showing the full names of the employer and of the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination.

14. LOGBOOK

(1) An employer shall provide his driver-salesman (other than a driver-salesman referred to in clause 5 (10) (c)) his driver of a motor vehicle or his part-time driver of a motor vehicle with a logbook as nearly as practicable in the following form—

DAILY LOG

Name of employer

Name of driver

Date

Time of starting work a.m./p.m.

Time of finishing work a.m./p.m.

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

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

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

Met dien verstande dat—

- (i) die reg van 'n werkgewer of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;
- (iii) die werking van 'n verbod van boete wat regens van toepassing mag wees op 'n werknemer wat dros;

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

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

13. DIENSSERTIFIKAAT

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

14. LOGBOEK

(1) 'n Werkgewer moet sy bestuurder-verkoopsman (uitgesonderd 'n bestuurder-verkoopsman in klousule 5 (10) (c) genoem), sy bestuurder van 'n motorvoertuig of sy deeltydse bestuurder van 'n motorvoertuig voorsien van 'n logboek wat sover doenlik die volgende vorm het—

DAAGLIKSE LOG

Naam van werkgewer

Naam van bestuurder van motorvoertuig

Datum

Tyd waarop werk begin hetvm./nm. vm./nm.

Number of hours worked

Meal hours from a.m./p.m. to a.m./p.m.

Particulars of any accident or delay

(Signature of Driver)

Date 19.....

(2) Every driver-salesman (other than a driver-salesman referred to in clause 5 (10) (c)), driver of a motor vehicle or part-time driver of a motor vehicle shall, in the logbook referred to in sub-clause (1), keep a daily log in duplicate in respect of each day's work and shall within twenty-four hours of the completion of the day's work to which it relates deliver a copy thereof to his employer, and for the purpose of this clause the expression "work" in relation to a part-time driver of a motor vehicle shall refer only to "driving a motor vehicle" as defined in the definition of this class of employee.

(3) An employer may, in lieu of the logbook referred to in sub-clause (1), provide a semi-automatic time recorder with the necessary cards as nearly as practicable in the following form—

No.

Name

Week ending

Day	In	Out	In	Out	Total
Sunday a.m.					
p.m.					
Monday a.m.					
p.m.					
Tuesday a.m.					
p.m.					
Wednesday a.m.					
p.m.					
Thursday a.m.					
p.m.					
Friday a.m.					
p.m.					
Saturday a.m.					
p.m.					

(4) Where an employer has provided a semi-automatic time recorder, he shall provide every driver-salesman (other than a driver-salesman referred to in clause 5 (10) (c)), driver of a motor vehicle or part-time driver of a motor vehicle, with a card, in the form prescribed in sub-clause (3), which card shall reflect the name of the employee and the date of the termination of the week in respect of which it should be used.

(5) Unless precluded from doing so by unavoidable cause, every driver-salesman (other than a driver-salesman referred to in clause 5 (10) (c)), driver of a motor vehicle or part-time driver of a motor vehicle, shall in respect of each day worked by him and on that day in an establishment in which a semi-automatic time recorder is provided, make entries by means of such recorder on a card provided in terms of sub-clause (4) to show

Tyd waarop werk opgehou het vm./nm. vm./nm.

Getal ure gewerk

Etenstye van vm./nm. tot vm./nm.

Besonderhede omtrent enige ongeluk of vertraging

(Handtekening van bestuurder van motorvoertuig)

Datum 19.....

(2) Elke bestuurder-verkoopsman (uitgesonderd 'n bestuurder-verkoopsman in klousule 5 (10) (c) genoem), bestuurder van 'n motorvoertuig of deeltydse bestuurder van 'n motorvoertuig moet in die logboek in subklousule (1) genoem, 'n daaglikse log in duplo hou ten opsigte van elke dag se werk en moet binne vier-en-twintig uur na voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan by sy werkgever indien, en by die toepassing van hierdie klousule het die uitdrukking „werk” met betrekking tot 'n deeltydse bestuurder van 'n motorvoertuig slegs betrekking op „'n motorvoertuig bestuur” soos in die woordomskriving van hierdie klas werknemer omskryf.

(3) In plaas van die logboek in subklousule (1) genoem, kan die werkgever 'n halfoutomatiese tydopneemtoestel saam met die nodige kaarte verskaf wat sover doenlik die volgende vorm moet hê:—

No.

Naam

Week geëindig

Dag	In	Uit	In	Uit	Totaal
Sondag vm.					
nm.					
Maandag vm.					
nm.					
Dinsdag vm.					
nm.					
Woensdag vm.					
nm.					
Donderdag vm.					
nm.					
Vrydag vm.					
nm.					
Saterdag vm.					
nm.					

(4) Indien 'n werkgever 'n halfoutomatiese tydopneemtoestel verskaf, moet hy elke bestuurder-verkoopsman (uitgesonderd 'n bestuurder-verkoopsman in klousule 5 (10) (c) genoem), 'n bestuurder van 'n motorvoertuig of deeltydse bestuurder van 'n motorvoertuig voorsien van 'n kaart, met die vorm in subklousule (3) voorgeskryf, waarop die naam van die werknemer moet verskyn, asook die datum waarop die week waarvoor dit gebruik word, eindig.

(5) Elke bestuurder-verkoopsman (uitgesonderd 'n bestuurder-verkoopsman in klousule 5 (10) (c) genoem), bestuurder van 'n motorvoertuig of deeltydse bestuurder van 'n motorvoertuig in 'n bedryfsinrigting waarin halfoutomatiese tydopneemtoestelle verskaf word, moet, tensy onvermydelike oorsake verhinder dat dit gedoen word, deur middel van so 'n toestel op 'n kaart wat ingevolge subklousule (4) verskaf word, ten opsigte van elke dag wat hy werk en op daardie dag inskrywings maak van—

- (a) the time he commenced work;
 (b) the time of commencement and termination of each meal or other interval, which is not reckonable as ordinary hours of work; and
 (c) the time of finishing work for the day.
 (6) Every employer shall retain the copy of the daily log, which in terms of sub-clause (2) has been delivered to him, or the cards which have been used in terms of sub-clause (5), as the case may be, for a period of not less than three years after the date of the last entry thereon.

SCHEDULE

I/We (a)
 carrying on trade in the Mineral Water Manufacturing Industry
 at

 hereby certify that
 was employed by me/us (a) from the
 day of 19..... to 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 19.....

- (a) Delete whichever inapplicable.
 (b) State occupation in which employee was wholly or mainly engaged, e.g., clerk, labourer.

- (a) tyd waarop hy begin werk het;
 (b) tyd waarop elke etenstyd of ander pouse wat nie as gewone werkure bereken kan word nie, begin en geëindig het; en
 (c) tyd waarop die dag se werk opgehou het.
 (6) Elke werkgever moet die kopie van die daaglikse log wat ingevolge sub-klausule (2) by hom ingedien is, of die kaarte wat ingevolge subklausule (5) gebruik is, na gelang van die geval, vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarop, bewaar.

BYLAE

Ek/Ons (a)
 wat die Mineraalwaterywerheid 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 werkgever
 of gemagtigde verteenwoordiger)

Datum 19.....

- (a) Skrap wat nie van toepassing is nie.
 (b) Meld die beroep waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv., klerk, arbeider.

No. R.588.]

[11th April, 1968.]

WAR MEASURES ACT, 1940
SUSPENSION OF PAYMENT OF COST OF LIVING
ALLOWANCES PAYABLE UNDER WAR
MEASURE NO. 43 OF 1942, AS AMENDED

MINERAL WATER MANUFACTURING INDUSTRY,
CERTAIN AREAS

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 Mineral Water Manufacturing Industry, Certain Areas, published under Government Notice No. R.587 of the 11th April, 1968.

M. VILJOEN,
Minister of Labour.

No. R.589.]

[11th April, 1968.]

Factories, Machinery and Building Work
Act, 1941, AS AMENDED

MINERAL WATER MANUFACTURING INDUSTRY,
CERTAIN AREAS

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 Mineral Water Manufacturing Industry, Certain Areas, published under Government Notice No. R.587 of the 11th April, 1968, 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.590.]

[11th April, 1968.]

WAGE ACT, 1957

CANCELLATION OF WAGE DETERMINATION
NO. 233

MINERAL WATER MANUFACTURING INDUSTRY,
CERTAIN AREAS

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 16 of the Wage Act, 1957, cancel with effect from the 6th day of May, 1968 all the provisions of Wage Determination No. 233, published under Government Notice No. R. 1606 of the 28th September, 1962.

M. VILJOEN,
Minister of Labour.

No. R.588.]

[11 April 1968.]

WET OP OORLOGSMAATREËLS, 1940
OPSKORTING VAN BETALING VAN LEWENS-
KOSTETOELAES BETAALBAAR INGEVOLGE
OORLOGSMAATREËL NO. 43 VAN 1942, SOOS
GEWYSIG

MINERAALWATERNYWERHEID, SEKERE
GEBIEDE

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 Mineraalwaternywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. R.587 van 11 April 1968.

M. VILJOEN,
Minister van Arbeid

No. R.589.]

[11 April 1968]

WET OP FABRIEKE, MASJINERIE EN BOUWERK
1941, SOOS GEWYSIG

MINERAALWATERNYWERHEID, SEKERE
GEBIEDE

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 bepalinge van die Loonvasstelling vir die Mineraalwaternywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. R.587 van 11 April 1968, oor die algemeen vir die werknemers wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nimmer minder gunstig is nie as die desbetreffende bepalinge van genoemde Wet.

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.

No. R.590.]

[11 April 1968]

LOONWET, 1957

INTREKKING VAN LOONVASSTELLING NO. 2

MINERAALWATERNYWERHEID, SEKERE
GEBIEDE

Ek, MARAIS VILJOEN, Minister van Arbeid, trek hier kragtens artikel 16 van die Loonwet, 1957 met ingang van die 6e dag van Mei 1968 al die bepalinge van Loonvasstelling No. 233, gepubliseer by Goewermentskennisgewing No. R.1606 van 28 September 1962, in.

M. VILJOEN,
Minister van Arbeid

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