



GOVERNMENT GAZETTE

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 710 8 May 1970

WAGE ACT, 1957

WAGE DETERMINATION 317

ICE-CREAM 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 Ice-Cream Manufacturing Industry, Certain Areas, and has fixed the fourth Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all employees, other than managers and vendors, and to the employers of such employees in the Ice-cream Manufacturing Industry in the following areas:

Cape Province.—The Magisterial Districts of Bellville, The Cape, East London, Hermanus, Kimberley, Port Elizabeth, Simonstown, Somerset West, Uitenhage, Worcester and Wynberg.

Natal.—The Magisterial Districts of Durban, Inanda, Pietermaritzburg and Pinetown.

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

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

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 710 8 Mei 1970

LOONWET, 1957

LOONVASSTELLING 317

NYWERHEID VIR DIE VERVAARDIGING VAN
ROOMYS, SEKERE GEBIEDE

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

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op alle werkneemers uitgesonder bestuurders en verkopers, en op die werkgewers van sodanige werkneemers in die volgende gebiede:

Kaapprovinse.—Die landdrosdistrikte Bellville, Hermanus, Die Kaap, Kimberley, Oos-Londen, Port Elizabeth, Simonstad, Somerset-Wes, Uitenhage, Worcester en Wynberg.

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

Oranje-Vrystaat.—Die landdrosdistrikte Bethlehem, Bloemfontein, Kroonstad, Odendaalsrus, Sasolburg, Virginia en Welkom.

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

2. WOORDOMSKRYWINGS

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

(i) "ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoonde ambagsman verrig word, en by die toepassing van hierdie woordomskrywing beteken die uitdrukking "geskoonde 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

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)

(ii) "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)

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

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

(v) "chargehand" means an employee who, under general supervision of a foreman or an assistant foreman, is in charge of a group of labourers; (xi)

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

(vii) "chemical technician" means an employee who is engaged in chemical work; (xii)

(viii) "chemical technician, qualified," means a chemical technician who has had not less than five years' experience; (xiii)

(ix) "chemical technician, unqualified," means a chemical technician who has had less than five years' experience; (xiv)

(x) "chemical work" means the performance of chemical manipulations, the devising or adjusting of the formulae of substances, or the analytical control of the chemical procession of raw materials or semi-manufactured or finished products; (xi)

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

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

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

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

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

(xvi) "commission work" means any system under which a vendor supervisor or driver-salesman's remuneration is calculated on the value of ice-cream, sherbet, water ices or frozen confectionery sold or supplied by such employee for resale; (xxix)

(xvii) "day" means the period of twenty-four hours from midnight to midnight: Provided that in the case of a shift worker, it shall mean a period of twenty-four hours reckoned from the time such an employee commences work; (xv)

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

(xix) "driver of a motor vehicle" means an employee, other than a chauffeur, a driver-salesman or a vendor supervisor, 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; (vii)

(xx) "driver-salesman" means an employee who is engaged in driving a motor vehicle, who sells products of the Ice-cream Manufacturing Industry from such vehicle for resale and who is responsible for the stock on such vehicle and the cash received by him in respect of such sales and who, in addition, may canvass for orders and display advertising material; (viii)

'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmannen, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge van artikel 2 (7) of artikel 7 (3) van genoemde Wet; (i)

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

(1) Op aflewingsvoertuie help, uitgesonderd sodanige voertuie bestuur of herstelwerk daaraan doen;

(2) goedere met die hand dra, optel, opstapel, versit, laai of aflaai, uitgesonderd in 'n koelkamer;

(3) 'n ambagsman bystaan deur artikels of gereedskap vas te hou of op enige ander wyse saam met hom te werk, uitgesonderd deur die onafhanklike gebruik van gereedskap;

(4) persele, installasie, masjinerie, gereedskap, gerei, meubels of ander artikels skoonmaak of was;

(5) tee of soortgelyke dranke maak of tee of soortgelyke dranke aan werknemers of aan sy werkgewer bedien;

(6) tuinmaak;

(7) geboue of strukture aflat of ontsmet;

(8) nie-kragaangedrewe voertuie olie of smeer;

(9) voertuie stoot of trek, uitgesonderd deur middel van 'n kragtoestel;

(10) boodskappe of artikels in 'n bedryfsinrigting aflewer of bimekaarmaak, uitgesonderd pos sorteer of uitdeel;

(11) onder toesig bestanddele in mengkuipe voer;

(12) klaargesnyde karton- of veselborddose of soortgelyke houers met die hand opstel;

(13) dose, sakke, bale, blikke, kartonne of ander houers oop-of toemaak;

(14) krane of kleppe onder toesig oop- of toemaak;

(15) 'n handhystoestel bedien;

(16) artikels van dieselfde grootte en getal verpak in houers wat spesiaal ontwerp is om hulle te bevat;

(17) artikels op 'n bewegende band of platform plaas of daarvan afhaal;

(18) bevroe banket of roomys bestrooi;

(19) steentjies stuur in kanale wat na die toedraaimasjiem lei; (xlvi)

(iii) "assistent-voorman" 'n werknemer wat, onder die algemene toesig van 'n voorman, enigeen van die werkzaamhede of pligte van 'n voorman verrig en wat gedurende sy afwesigheid namens hom kan waarneem; (ii)

(iv) "bediener van 'n mobiele hystoestel" 'n werknemer wat werk met 'n kragaangedrewe mobiele hystoestel of 'n vurkhyswa wat by die laai, aflaai, versit of opstapel van goedere gebruik word; (xlvi)

(v) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Nywerheid vir die Vervaardiging van Roomys in diens is; (xxiii)

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

(a) toesig oor,

(b) verantwoordelikheid vir, en

(c) leiding van

die werkzaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk; (xlvi)

(vii) "bestuurder van 'n motorvoertuig" 'n werknemer, uitgesonderd 'n chauffeur, 'n bestuurder-verkoopsman of 'n toesighoudende verkoper, wat 'n motorvoertuig bestuur, en by die toeëassing van hierdie woordomskrywing omvat die uitdrukking "'n motorvoertuig bestuur" alle tydperke wat hy bestuur, alle tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te bestuur; (xix)

(viii) "bestuurder-verkoopsman" 'n werknemer wat 'n motorvoertuig bestuur, wat produkte van die Nywerheid vir die Vervaardiging van Roomys vanuit so 'n voertuig verkoop vir herverkoop en wat verantwoordelik is vir die voorrade van sodanige voertuig en die kontant wat hy ten opsigte van sodanige verkoope ontvang, en wat daarbenewens bestellings mag werf en advertensiemateriaal mag vertoon; (xx)

(ix) "bestuurder-verkoopsman se assistent" 'n werknemer wat 'n bestuurder-verkoopsman op sy rondes vergesel en wat hom help om goedere op- of af te laai of om goedere in klante se koekaste te stapel en wat hom mag help met die vertoon van advertensiemateriaal; (xxi)

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

(xxi) "driver-salesman's assistant" means an employee who accompanies a driver-salesman on his rounds and who assists him in loading or off-loading or stacking goods into customers' refrigerators, and who may assist him in displaying advertising material; (ix)

(xxii) "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—

(a) ships;

(b) trucks or vehicles of the South African Railways and Harbours;

(c) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours;

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

(xxiii) "establishment" means any premises in or in connection with which one or more employees are employed in the Ice-cream Manufacturing Industry; (v)

(xxiv) "experience" means in relation to—

(a) a clerk or factory clerk, the total period or periods of employment which an employee has had as a clerk or factory 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 Ice-cream Manufacturing Industry; (xli)

(xxv) "factory clerk" means an employee, who, under the general supervision of a foreman, assistant foreman or qualified male clerk, is engaged in performing one or more of the following duties:

(1) assembling orders according to invoices or order forms;

(2) checking attendance records or recording particulars of employees at work or absent or the time spent by employees on different tasks;

(3) copying factory documents by hand;

(4) entering names or numbers on time or wage cards;

(5) filing, sorting, keeping or bringing forward factory documents;

(6) interpreting or translating Bantu or Indian languages;

(7) issuing passes, certificates of service or time cards;

(8) receiving or issuing tools or equipment in a toolroom and recording particulars of such receipts or issues;

(9) recording particulars of the contents or the distinctive number of cartons, containers or packages;

(10) registering the engagement, discharge or resignation of employees;

(11) scheduling production figures;

(12) stamping or writing tickets or labels;

(13) writing up stock cards;

(14) writing out consignment or delivery notes or packing slips;

(15) checking or recording particulars of materials received or issued or keeping stock records;

(16) accepting telephonic orders from customers or preparing invoices; (xix)

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

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

(xxviii) "first-aid assistant" means an employee who holds a current certificate of competency in first-aid issued by any of the following organisations:

(a) The Red Cross Society of South Africa;

(b) The St John Ambulance Association;

(c) Die Suid-Afrikaanse Noodhulpliga;

who assists a first-aid attendant in the performance of his duties and who may take charge of a first-aid room during the first-aid attendant's temporary absence; (xvii)

(xi) "chemiese werk" die verrigting van chemiese manipulasies, die opstel of aanpassing van die formules van stowwe, of die analitiëse beheer van die chemiese verwerking van grondstowwe of halfvervaardigde of afgewerkte produkte; (x)

(xii) "chemie-tegnikus" 'n werknemer wat chemiese werk verrig; (vii)

(xiii) "chemie-tegnikus, gekwalifiseerd," 'n chemie-tegnikus met minstens vyf jaar ondervinding; (viii)

(xiv) "chemie-tegnikus, ongekwalifiseerd," 'n chemie-tegnikus met minder as vyf jaar ondervinding; (ix)

(xv) "dag" die tydperk van 24 uur van middernag tot middernag; Met dien verstande dat, in die geval van 'n skofwerker, dit beteken 'n tydperk van 24 uur gereken vanaf die tydstip waarop so 'n werknemer begin werk; (xvii)

(xvi) "deeltydse 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 woordomskrywing omvat die uitdrukking " 'n motorvoertuig bestuur" alle typerke wat hy bestuur en ayle tyd wat die bestuurder, terwyl hy in beheer van die voertuig is, aan werk in verband met die voertuig of die vrag bestee; (l)

(xvii) "eerste hulp passent" 'n werknemer wat in besit is van 'n geldige bekwaamheidsertifikaat in eerste hulp wat uitgereik is deur—

(a) die Rooikruisvereniging van Suid-Afrika;

(b) die St. John-ambulansvereniging; of

(c) die Suid-Afrikaanse Noodhulpliga,

wat 'n eerste hulpbediener in die uitvoering van sy pligte behulpzaam is en wat gedurende die eerste hulpbediener se tydelike afwesigheid namens hom in die eerste hulpkamer kan waarneem; (xxviii)

(xviii) "eerste hulpbediener" 'n werknemer wat in besit is van 'n geldige bekwaamheidsertifikaat in eerste hulp wat uitgereik is deur—

(a) die Rooikruisvereniging van Suid-Afrika;

(b) die St. John-ambulansvereniging; of

(c) die Suid-Afrikaanse Noodhulpliga,

en wat in beheer van 'n eerste hulpkamer is; (xxix)

(xix) "fabrieksklerk" 'n werknemer wat onder algemene toesig van 'n voorman, assistent-voorman of gekwalifiseerde manlike klerk, een of meer van die volgende pligte uitvoer:

(1) Bestellings volgens fakture of bestelforms byeenbring;

(2) presensieregisters nagaan of besonderhede opteken van werknemers wat werk of afwesig is of van die tyd wat werknemers aan verskillende take bestee;

(3) fabrieksdokumente met die hand kopieer;

(4) name of nommers op tyd- of loonkaarte inskryf;

(5) fabrieksdokumente liasseer, sorteer, bewaar of oorbring;

(6) Bantoe- of Indiërtale tolk of vertaal;

(7) passe, dienssertifikate of tydkaarte uitrek;

(8) gereedskap of uitrusting in 'n gereedskapskamer ontvang of uitrek en besonderhede van sodanige ontvangste of uitrekkings opteken;

(9) besonderhede van die inhoud of die onderskeidingsnommer van kartonne, houers of pakkette opteken;

(10) die indiensneming, ontslag of bedanking van werknemers opteken;

(11) lyste van produksiesyfers maak;

(12) kaartjies of etikette stempel of uitskryf;

(13) voorraadkaarte bywerk;

(14) vrag- of afleweringsbrieve of verpakningsstrokies uitskryf;

(15) besonderhede van materiale wat ontvang of uitgereik is, nagaan of opteken of voorraadregisters hou;

(16) telefoniese bestellings van klante ontvang of fakture uitmaak; (xxv)

(xx) "fabrieksklerk, gekwalifiseerd," 'n fabrieksklerk met minstens 12 maande ondervinding; (xxvi)

(xxi) "fabrieksklerk, ongekwalifiseerd," 'n fabrieksklerk met minder as 12 maande ondervinding; (xxvii)

(xxix) "first-aid attendant" means an employee who holds a current certificate of competency in first-aid issued by—

- (a) The Red Cross Society of South Africa;
- (b) The St John Ambulance Association; or
- (c) Die Suid-Afrikaanse Noodhulpliga;

and who is in charge of a first aid room; (xviii)

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

(xxxi) "Grade I employee" means an employee who is engaged in any one or more of the following activities:

(1) Attending to the pasteurising process and maintaining the correct temperatures;

(2) check-weighing of articles and recording results;

(3) operating a wrapping or packaging machine;

(4) operating a brick and tub filling machine;

(5) operating a freezing machine;

(6) operating a cone or cup filling machine;

(7) weighing or assembling ingredients for batch mixes according to specified formulae, or preparing jams or sauces, under supervision; (lv)

(xxxii) "Grade I employee, qualified," means a grade I employee who has had not less than 12 months' experience; (lvi)

(xxxiii) "Grade I employee, unqualified," means a grade I employee who has had less than 12 months' experience; (lvii)

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

(1) Collecting samples or media for biological analysis under supervision of a chemical technician and who may maintain the pressure in an autoclave;

(2) dismantling or assembling pipelines for cleaning or sterilizing;

(3) first-aid assistant;

(4) greasing or oiling plant, machinery or vehicles, including motor vehicles, under supervision;

(5) inspecting products for quality and reporting defects;

(6) repairing non-power-driven bicycles or tricycles; (lviii)

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

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

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

(1) Wrapping articles by hand;

(2) packing specified numbers of articles into containers;

(3) filling cones, cups, cartons or other containers;

(4) feeding sticks or paperbags into dispenser of a freezing machine or placing sticks into moulds missed by such dispenser;

(5) extracting, by hand, broken or defective frozen confectionery from moulds of a freezing machine or extracting frozen confectionery missed by such machine;

(6) carrying, lifting, stacking, moving, loading or unloading goods in a cold storage by hand;

(7) sorting or distributing mail or delivering or collecting messages or articles on foot or non-power-driven bicycle or tricycle outside his employer's establishment;

(8) checking and feeding material to chocolate kettle and maintaining correct temperature;

(9) spreading jammes or sauces; (lx)

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

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

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

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

(xxiii) "ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel mag maak, stook en uit-haal; (iii)

(xxiv) "klerk" 'n werknemer wat skryf-, tik- of liaseerwerk verrig, 'n ponskaart- of rekenmasjien bedien of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, magasynman, versendingsklerk en 'n telefoonskakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (xi)

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

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

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

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

(xxix) "kommissiewerk" enige stelsel waarvolgens 'n toesighoudende verkoper of bestuurder-verkoopman se besoldiging bereken word volgens die waarde van roomys, sorbet, waternys of bevrore banket deur sodanige werknemer verkoop of vir herverkoop verskaf word; (xvi)

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

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

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

(ii) dat die eerste voorbehoudbepaling 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; (lxiii)

(xxxi) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkewer in diens is; (iv)

(xxxiii) "magasynman" 'n werknemer wat beheer het oor voorrade inkommende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis te ontyang, 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 lever; (lvii)

(xxxiv) "masjienvbediener" 'n werknemer wat 'n kramasjien bedien, daaroor toesig hou, dit aansit of stopsit, wat die werk wat deur die masjienv gedaan word noukeurig ondersoek of nagaan, wat geringe lopende verstellings aan die masjienv mag doen en wat so 'n masjienv mag voer en daarvan kan afneem, en die uitdrukking "bedien" het 'n ooreenstemmende betekenis; (lxv)

(xxxv) "masjienvfaktotum" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting wat regstreks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (xliv)

(xxxvi) "motorvoertuig" 'n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere, en omvat dit ook 'n voorhaker en 'n trekker maar nie 'n mobiele hystoestel nie; (lxviii)

(xxxvii) "noodwerk"—

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

(xli) "Ice-cream Manufacturing Industry" means the industry in which employers and employees are associated in establishments which are registered or liable for registration in terms of the Factories, Machinery and Building Work Act, 1941, for the purpose of manufacturing ice-cream, sherbet, water ices and frozen confectionery or any one or more of these products and includes all operations incidental thereto or consequent thereon, and further includes the sale, delivery or distribution from any premises whatsoever of any one or more of the products mentioned above if such sale, delivery or distribution is carried on by the manufacturer thereof; (xxxviii)

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

(1) Assisting on delivery vehicles, excluding driving or making repairs;

(2) carrying, lifting, stacking, moving, loading or unloading goods by hand, other than in a cold storage;

(3) assisting an artisan by holding articles or tools, or otherwise working with him other than by the independent use of tools;

(4) cleaning or washing premises, plant, machinery, tools, utensils, furniture or other articles;

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

(6) gardening work;

(7) lime-washing or disinfecting buildings or structures;

(8) oiling or greasing non power-driven vehicles;

(9) pushing or pulling any vehicle otherwise than by power-driven device;

(10) delivering or collecting messages or articles within an establishment, but excluding the sorting or distribution of mail;

(11) feeding ingredients into mixing tanks under supervision;

(12) setting up by hand ready-cut cardboard or fibre board boxes or similar containers;

(13) opening or closing boxes, bags, bales, tins, cartons or other containers;

(14) opening or closing cocks or valves under supervision;

(15) operating a hand hoist;

(16) packing articles of uniform size and number into containers specially designed to contain them;

(17) putting articles on to or taking them off from a moving belt or platform;

(18) sprinkling frozen confectionery or ice-cream;

(19) guiding brickettes into channel leading to wrapping machine; (ii)

(xliii) "law" includes the common law; (xiv)

(xliv) "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; (xxxv)

(xlv) "machine operator" means an employee who operates, attends, starts or stops a power-driven machine, who scrutinises or checks the work done by the machine, who may make minor running adjustments to the machine and who may feed into or take off from such machine, and the expression "operating a machine", has a corresponding meaning; (xxxiv)

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

(a) supervision over,

(b) responsibility for, and

(c) direction of,

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

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

(xlviii) "motor vehicle" means any power-driven vehicle used for conveying goods, and includes a mechanical horse and a tractor but does not include a mobile hoist; (xxxvi)

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

(2) enige werk in verband met die laai of aflaai van—

(a) skepe;

(b) spoorwaens of voertuie van die Suid-Afrikaanse Spoerweë en Hawens;

(c) voertuie wat deur 'n vervoerkontrakteur gebruik word in die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoerweë en Hawens;

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

(xxxviii) "Nywerheid vir die Vervaardiging van Roomys" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat geregistreer is of aan registrasie onderworpe is ingevolge die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, met die doel om roomys, sorbet, waterys en bevrome banket of enigeen of meer van hierdie produkte te vervaardig, en omvat dit alle werksaamhede wat daarvan in verband staan of daaruit voortspruit, en omvat dit verder die verkoop, afluering of verspreiding vanuit enige perseel hoogenaamd van een of meer van bogenoemde produkte indien sodanige verkoop, afluering of verspreiding deur die vervaardiger daarvan onderneem word; (xli)

(xxxix) "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 overheid 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 'n trapfiets met hulpmotor, die onbelaste gewig geag word hoogstens 1 000 lb te wees; (ix)

(xl) "onderbaas" 'n werknemer wat onder algemene toesig van 'n voorman of assistent-voorman aan die hoof van 'n groep arbeiders staan; (v)

(xli) "ondervinding" met betrekking tot—

(a) 'n klerk of 'n fabrieksklerk, die totale tydperk of tydperke wat 'n werknemer as 'n klerk of 'n fabrieksklerk 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 Nywerheid vir die Vervaardiging van Roomys werksaam was; (xxiv)

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

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

(xliv) "skofwerker" 'n werknemer wat skofwerk verrig in 'n werksaamheid in 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag vyf of ses dae per week gewerk word; (lv)

(xlv) "sleepwa" enige vervoermiddel wat deur 'n motorvoertuig getrek word; (lix)

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

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

(xlviii) "toesighoudende proseswerker" 'n werknemer wat verantwoordelik is vir en wat enigeen of meer van die volgende werksaamhede verrig:

(i) Die meng en oorgooi van bestanddele;

(ii) die pasteurisering van mengsels;

(iii) die beheer van die gehalte van mengsels, halfvervaardigde of afgewerkte produkte; (lii)

(xlii) "toesighoudende verkoper" 'n werknemer wat in beheer is van 'n koelkamerdepot of mobiele koelkamer, wat roomys, sorbet, waterys of bevrome banket vanuit dergelyke persele aan verkopers verskaf en wat verantwoordelik is vir die voorraad in sodanige depot of mobiele koelkamer en die geld wat deur hom ingevorder word ten opsigte van die produkte wat aldus verskaf word; (lxii)

(l) "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; (xvi)

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

(iii) "process supervisor" means an employee who is responsible for and engaged in any one or more of the following activities:

(i) Mixing and dumping of ingredients;

(ii) pasteurising mixtures;

(iii) quality control of mixtures, semi-manufactured or finished products; (xlvii)

(iv) "representative" means an employee who, as a travelling representative of an establishment, maintains trade contact with customers or prospective customers with a view to improving or developing sales, and who is engaged in supervising the work of driver-salesmen; (lii)

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

(iv) "shift-worker" means an employee who is engaged on shift-work in an activity in an establishment in which two or three consecutive shifts per day on five or six days per week are worked; (xliv)

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

(vii) "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; (xxxiii)

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

(ix) "trailer" means any conveyance drawn by a motor vehicle; (xlv)

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

(xi) "vendor" means an employee who is engaged in the sale direct to the consuming public of ice-cream, sherbet, water ices or frozen confectionery on foot or from any vehicle; (l)

(xii) "vendor supervisor" means an employee who is in charge of a cold storage depot or mobile cold room, who supplies ice-cream, sherbet, water ices or frozen confectionery from such premises to vendors and who is responsible for the stock in such depot or mobile cold room and the cash collected by him in respect of the products so supplied; (xlx)

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

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

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

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

(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.

(l) "verkoper" 'n werknemer wat roomys, sorbet, waterys of bevroe banket te voet vanaf enige voertuig regstreeks aan die verbruikende publiek verkoop; (lxii)

(li) "versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toegang mag hou oor die byeenbring, nagaan, weeg, verpakking, merk, adresseer of versending van goedere of pakkettes; (xviii)

(lii) "verteenvoorderdiger" 'n werknemer was as reisende verteenwoordiger van 'n bedryfsinrigting handelskontakte met klante of voornemende klante handhaaf met die oog daarop om verkope te verbeter of op te bou, en wat toegang hou oor die werk van bestuurder-verkoopsmanne; (liii)

(liii) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitvoer en wat daarvoer verantwoordelik is dat hulle hul pligte doeltreffend verrig; (xxx)

(liv) "wag" 'n werknemer wat 'n perseel of eiendom bewaak; (lxiv)

(lv) "werknemer graad I" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(1) Toesig hou oor die pasteurisingsproses en die regte temperatuur handhaaf;

(2) artikels vir kontroledoeleindes weeg en die resultate op teken;

(3) 'n toedraai- of verpakkingmasjien bedien;

(4) 'n steen- en balievelmasjien bedien;

(5) 'n vriesmasjien bedien;

(6) 'n roomyshoring of -koppievulmasjien bedien;

(7) bestanddele vir bakselmengsels volgens gespesifiseerde formules weeg of byeenbring, of konfy of sous onder toesig voorberei; (xxxi)

(lvi) "werknemer graad I, gekwalificeerd," 'n werknemer graad I met minstens 12 maande ondervinding; (xxxii)

(lvii) "werknemer graad I, ongekwalificeerd," 'n werknemer graad I met minder as 12 maande ondervinding; (xxxiii)

(lviii) "werknemer graad II" 'n werknemer wat in een of meer van die volgende werksaamhede of hoedanighede in diens is:

(1) Monsters of media vir biologiese ontleding onder toesig van 'n chemie-tegnikus bymekaarmaak en die drukking in 'n outoklaaf in stand hou;

(2) pyleidings vir skoonmaak- of steriliseringsdoeleindes demonteer of monteer;

(3) eerstehulpassistant;

(4) installasie, masjinerie of voertuie, met inbegrip van motorvoertuie, onder toesig smeer of olie;

(5) produkte vir gehalte inspekteer en gebreke anmeld;

(6) nie-kragaangedrewe fietse of driewielers herstel; (xxxiv)

(lix) "werknemer graad II, gekwalificeerd," 'n werknemer graad II met minstens ses maande ondervinding; (xxxv)

(lx) "werknemer graad II, ongekwalificeerd," 'n werknemer graad II met minder as ses maande ondervinding; (xxxvi)

(lxi) "werknemer graad III" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(1) Artikels met die hand toedraai;

(2) gespesifiseerde getalle artikels in houers verpak;

(3) roomyshorings, koppies, kartonne of ander houers vul;

(4) stokkies of papierakkies in die bedienoutomaat van 'n vriesmasjien of stokkies insteek in die gietvorms wat sodanige bedienoutomaat voer oorgeslaan het;

(5) gebreekte of defektiewe bevroe banket met die hand uit die gietvorms van 'n vriesmasjien haal of bevroe banket wat deur sodanige masjien oorgeslaan word, uithaal;

(6) goedere in 'n koelkamer met die hand dra, optel, opstapel, versit, laai of aflaai;

(7) pos sorteer of uitdeel of boodskappe of artikels te voet of met 'n nie-kragaangedrewe fietse of driewiel buitekant sy werkgewer se bedryfsinrigting aflewer of bymekaarmaak;

(8) materiaal nagaan en in 'n sjokoladeketel voer en die regte temperatuur in stand hou;

(9) konfy of sous smeer; (xxxvii)

(lxii) "werknemer graad III, gekwalificeerd," 'n werknemer graad III met minstens drie maande ondervinding; (xxxviii)

(lxiii) "werknemer graad III, ongekwalificeerd," 'n werknemer graad III met minder as drie maande ondervinding; (xxxix)

(lxiv) "wet" ook die gemene reg. (xliv)

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

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:*

3. BESOLDIGING

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

(a) *Werknemers uitgesonderd los werknemers*

	In the Magisterial Districts of Bellville, Simonstown, The Cape and Wynberg	In the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Inanda, Johannesburg, Kemptown Park, Krugersdorp, Nigel, Oberholzer, Pine-town, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonia and Sasolburg	In the Magisterial Districts of Bloemfontein, East London, Kimberley, Pietermaritzburg and Uitenhage	In all other areas
	Per week R	Per week R	Per week R	Per week R
Artisan.....	40.00	40.00	40.00	40.00
Assistant foreman.....	34.00	34.00	34.00	34.00
Boiler attendant.....	10.50	9.50	7.75	6.50
Chargehand.....	10.50	9.50	7.75	6.50
Chauffeur.....	11.30	11.30	11.30	10.10
Chemical technician, unqualified—				
during the first year of experience.....	15.00	15.00	15.00	15.00
during the second year of experience.....	18.50	18.50	18.50	18.50
during the third year of experience.....	22.00	22.00	22.00	22.00
during the fourth year of experience.....	25.50	25.50	25.50	25.50
during the fifth year of experience.....	29.00	29.00	29.00	29.00
Chemical technician, qualified.....	33.00	33.00	33.00	33.00
Clerk, female, unqualified—				
during the first year of experience.....	11.08	11.08	11.08	10.38
during the second year of experience.....	13.04	13.04	13.04	12.12
during the third year of experience.....	15.00	15.00	15.00	13.85
during the fourth year of experience.....	16.96	16.96	16.96	15.58
Clerk, female, qualified.....	18.92	18.92	18.92	17.31
Clerk, male, unqualified—				
during the first year of experience.....	12.00	12.00	12.00	11.54
during the second year of experience.....	15.46	15.46	15.46	14.31
during the third year of experience.....	18.92	18.92	18.92	17.08
during the fourth year of experience.....	22.38	22.38	22.38	19.85
during the fifth year of experience.....	25.85	25.85	25.85	22.62
Clerk, male, qualified.....	29.54	29.54	29.54	25.39
Driver of a motor vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—				
(i) does not exceed 1 000 lb.....	11.50	11.50	11.50	9.40
(ii) exceeds 1 000 lb but not 6 000 lb.....	16.10	16.10	16.10	13.60
(iii) exceeds 6 000 lb but not 10 000 lb.....	20.00	20.00	20.00	15.65
(iv) exceeds 10 000 lb.....	24.00	24.00	24.00	19.30
Driver-salesman—				
during the first six months of experience.....	23.00	23.00	23.00	18.00
thereafter.....	25.50	25.50	25.50	21.00
Driver-salesman's assistant.....	9.50	8.50	6.75	5.50
Factory clerk, unqualified—				
during the first six months of experience.....	10.50	10.50	10.50	10.00
during the second six months of experience.....	12.00	12.00	12.00	11.50
Factory clerk, qualified.....	13.50	13.50	13.50	13.00
First-aid attendant.....	19.55	19.55	19.55	19.55
Foreman.....	42.00	42.00	42.00	42.00
Grade I employee, unqualified—				
during the first six months of experience...	12.00	11.00	9.25	8.00
during the second six months of experience	12.50	11.50	9.75	8.50
Grade I employee, qualified.....	13.00	12.00	10.25	9.00
Grade II employee, unqualified.....	10.50	9.50	7.75	6.50
Grade II employee, qualified.....	11.00	10.00	8.25	7.00
Grade II employee, female, unqualified.....	7.60	6.80	5.40	4.40
Grade III employee, female, qualified.....	8.00	7.20	5.80	4.80
Grade III employee, male, unqualified.....	9.50	8.50	6.75	5.50
Grade III employee, male, qualified.....	10.00	9.00	7.25	6.00
Handyman.....	16.50	16.50	16.50	14.50
Labourer, female.....	7.60	6.80	5.40	4.40
Labourer, male, of the age of 18 years or over..	9.50	8.50	6.75	5.50
Labourer, male, under the age of 18 years....	7.15	6.40	5.10	4.15
Machine handyman.....	20.50	20.50	20.50	18.50
Mobile hoist operator—				
during the first three months of experience	10.00	9.00	7.25	6.00
thereafter.....	11.00	10.00	8.25	7.00
Part-time driver of a motor vehicle.....	11.30	11.30	11.30	10.15
Process supervisor.....	25.00	25.00	23.00	21.00
Representative.....	42.00	42.00	42.00	42.00
Vendor supervisor.....	16.50	16.50	16.50	14.50
Watchman.....	10.50	9.50	7.75	6.50

	In die landdros-distrikte Bellville, Simonstad, Die Kaap en Wynberg	In die landdros-distrikte Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Inanda, Johannesburg, Kempster Park, Krugersdorp, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Sasolburg	In die landdros-distrikte Bloemfontein, Oos-Londen, Kimberley, Pietermaritzburg en Uitenhage	In alle ander gebiede
	Per week R	Per week R	Per week R	Per week R
Ambagsman.....	40.00	40.00	40.00	40.00
Assistent-voorman.....	34.00	34.00	34.00	34.00
Ketelbediener.....	10.50	9.50	7.75	6.50
Onderbaas.....	10.50	9.50	7.75	6.50
Chaufeur.....	11.30	11.30	11.30	10.10
Chemie-tegnikus, ongekwalificeerd—				
gedurende die eerste jaar ondervinding....	15.00	15.00	15.00	15.00
gedurende die tweede jaar ondervinding....	18.50	18.50	18.50	18.50
gedurende die derde jaar ondervinding....	22.00	22.00	22.00	22.00
gedurende die vierde jaar ondervinding....	25.50	25.50	25.50	25.50
gedurende die vyfde jaar ondervinding....	29.00	29.00	29.00	29.00
Chemie-tegnikus, gekwalificeerd.....	33.00	33.00	33.00	33.00
Klerk, vrou, ongekwalificeerd.....				
gedurende die eerste jaar ondervinding....	11.08	11.08	11.08	10.38
gedurende die tweede jaar ondervinding....	13.04	13.04	13.04	12.12
gedurende die derde jaar ondervinding....	15.00	15.00	15.00	13.85
gedurende die vierde jaar ondervinding....	16.96	16.96	16.96	15.58
Klerk, vrou, gekwalificeerd.....	18.92	18.92	18.92	17.31
Klerk, man, ongekwalificeerd.....				
gedurende die eerste jaar ondervinding....	12.00	12.00	12.00	11.54
gedurende die tweede jaar ondervinding....	15.46	15.46	15.46	14.31
gedurende die derde jaar ondervinding....	18.92	18.92	18.92	17.08
gedurende die vierde jaar ondervinding....	22.38	22.38	22.38	19.85
gedurende die vyfde jaar ondervinding....	25.85	25.85	25.85	22.62
Klerk, man, gekwalificeerd.....	29.54	29.54	29.54	25.39
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van enige sleepwa of sleepwaens wat deur sodanige voertuig gesleep word—				
(i) hoogstens 1 000 lb is.....	11.50	11.50	11.50	9.40
(ii) meer as 1 000lb maar hoogstens 6 000 lb is	16.10	16.10	16.10	13.60
(iii) meer as 6 000 lb maar hoogstens 10 000 lb is.....	20.00	20.00	20.00	15.65
(iv) meer as 10 000 lb is.....	24.00	24.00	24.00	19.30
Bestuurder-verkoopsman—				
gedurende die eerste ses maande ondervinding.....	23.00	23.00	23.00	18.00
daarna.....	25.50	25.50	25.50	21.00
Bestuurder-verkoopsman se assistent.....	9.50	8.50	6.75	5.50
Fabrieksklerk, ongekwalificeerd—				
gedurende die eerste ses maande ondervinding.....	10.50	10.50	10.50	10.00
gedurende die tweede ses maande ondervinding.....	12.00	12.00	12.00	11.50
Fabrieksklerk, gekwalificeerd.....	13.50	13.50	13.50	13.00
Eerstehulpbediener.....	19.55	19.55	19.55	19.55
Voorman.....	42.00	42.00	42.00	42.00
Werknemer graad I, ongekwalificeerd—				
gedurende die eerste ses maande ondervinding.....	12.00	11.00	9.25	8.00
gedurende die tweede ses maande ondervinding.....	12.50	11.50	9.75	8.50
Werknemer graad I, gekwalificeerd.....	13.00	12.00	10.25	9.00
Werknemer graad II, ongekwalificeerd.....	10.50	9.50	7.75	6.50
Werknemer graad II, gekwalificeerd.....	11.00	10.00	8.25	7.00
Werknemer graad III, vrou, ongekwalificeerd.....	7.60	6.80	5.40	4.40
Werknemer graad III, vrou, gekwalificeerd.....	8.00	7.20	5.80	4.80
Werknemer graad III, man, ongekwalificeerd.....	9.50	8.50	6.75	5.50
Werknemer graad III, man, gekwalificeerd.....	10.00	9.00	7.25	6.00
Faktotum.....	16.50	16.50	16.50	14.50
Arbeidersvrou.....	7.60	6.80	5.40	4.40
Arbeider, man, oor 18 jaar.....	9.50	8.50	6.75	5.50
Arbeider, man, onder 18 jaar.....	7.15	6.40	5.10	4.15
Majienfaktotum.....	20.50	20.50	20.50	18.50
Pediener van 'n mobiele hystoestel—				
gedurende die eerste drie maande ondervinding.....	10.00	9.00	7.25	6.00
daarna....	11.00	10.00	8.25	7.00
Dooltidse bestuurder van 'n motorvoertuig.....	11.30	11.30	11.30	10.15
Toesighoudende proseswerker.....	25.00	25.00	23.00	21.00
Vergaderaar.....	42.00	42.00	42.00	42.00
Toesighoudende verkoper.....	16.50	16.50	16.50	14.50
Wag.....	10.50	9.50	7.75	6.50

Provided that when a driver salesman drives a motor vehicle the unladen weight of which exceeds 6 000 lb, the wages prescribed herein for that class of employee shall be increased by at least R2'00 per week, and provided further that the wages prescribed herein for a labourer, male, of the age of 18 years or over in the Magisterial District of Pretoria, may be reduced by 50 cents per week during the first year after the coming into operation of this Determination.

(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 50 per cent.

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

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

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

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

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate, and,

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

Provided that—

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

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

(4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the ordinary hours of work prescribed in clause 5 for an employee of his class.

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

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

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

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

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

(a) a representative 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 subclause the cost of overnight garaging of motor transport shall be deemed to be a transport expense;

Met dien verstande dat wanneer 'n bestuurder-verkoopman 'n motorvoertuig bestuur waarvan die onbelaste gewig meer as 6 000 lb is, die lone hierin voorgeskryf vir daardie klas werknemer met minstens R2 per week verhoog moet word, en met dien verstande voorts dat die lone hierin voorgeskryf vir 'n arbeider, man, 18 jaar of ouer in die landdrosdistrik Pretoria met 50 sent per week verminder kan word gedurende die eerste jaar na die inwerkingtreding van hierdie Vasstelling.

(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 werkewer van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" beteken die weekloon wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word, en voorts met dien verstande dat, waar die werkewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent verminder mag word.

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

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

(a) 'n hoër loon as dié van sy eie klas; of

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

by subklosule (1) voorgeskryf word, moet ten opsigte van daar die dag aan sodanige werknemer betaal—

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

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

Met dien verstande dat—

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

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

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

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

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

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

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

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

(a) 'n verteenwoordiger wat van sy werkewer se motorvoertuig gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkewer hom vergoed vir alle redelike uitgawes wat hy in die uitvoering van sy pligte in verband met sodanige vervoer aangegaan het, en by die toepassing van hierdie subklosule word die koste verbonden aan die stalling van 'n motorvoertuig oornag, geag 'n vervoeruitgawe te wees;

(b) a representative 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) where the engine capacity of the vehicle in which the employee so travelled, does not exceed 1 250 cc: 7½c;
- (ii) where the engine capacity of such vehicle exceeds 1 250 cc but not 2 500 cc: 8½c;
- (iii) where the engine capacity of such vehicle exceeds 2 500 cc: 11c.

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

(a) a representative 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 50 cents for each night where such absence extends over one or more nights;

(b) a driver-salesman or a driver-salesman's assistant accompanying a driver-salesman on any journey undertaken by the driver-salesman in the performance of his duties who is absent from his place of residence and his employer's establishment for one or more nights, his employer shall pay him for each night a subsistence allowance of—

- (i) in the case of a driver-salesman, not less than four rand 50 cents; and
- (ii) in the case of a driver-salesman's assistant, not less than one rand 20 cents:

Provided that for the purpose of this subclause 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 subclauses (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 representative or driver-salesman to frame any claim so that it shall reflect—

- (i) in respect of any claim in terms of subclause (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 subclause (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 subclause (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 representative or driver-salesman, provide him with a suitable book or forms in or on which to maintain suitable records.

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clauses 3 (7) and 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee in cash or by cheque monthly during the hours of work 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 during his free period;

(b) 'n verteenwoordiger 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—

(i) waar die silinderinhoud van die voertuig waarmee die werkgever aldus gereis het hoogstens 1 250 cc is: 7½ sent;

(ii) waar die silinderinhoud van sodanige voertuig meer as 1 250 cc maar hoogstens 2 500 cc is: 8½ sent;

(iii) waar die silinderinhoud van sodanige voertuig meer as 2 500 cc is: 11 sent.

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

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

(i) moet sy werkgever hom alle redelike uitgawes vergoed wat hy in elke 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 vier rand 50 sent vir elke nag betaal as so 'n afwesigheid oor een of meer nage strek;

(b) 'n bestuurder-verkoopman of 'n bestuurder-verkoopmans se assistent wat, wanneer hy 'n bestuurder-verkoopman vergesel op enige reis wat die bestuurder-verkoopman in die uitvoering van sy pligte onderneem, vir een of meer nage van sy woonplek en sy werkgever se bedryfsinrigting afwesig is, moet sy werkgever hom vir elke nag 'n onderhoudstoelae betaal van—

(i) in die geval van 'n bestuurder-verkoopman, minstens vier rand 50 sent; en

(ii) in die geval van 'n bestuurder-verkoopman se assistent, minstens een rand 20 sent:

Met dien verstaande 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 toelaes en uitgawes wat ingevolge subklousules (5) en (6) aan 'n werkgever betaalbaar is, binne sewe dae nadat die werkgever dit skriftelik geëis het, aan hom betaal: Met dien verstaande dat 'n werkgever elke sodanige eis binne een maand vanaf die tydstip waarop hy daarop geregistrig geword het, moet indien maar dat hy nie meer as een eis in 'n week mag indien nie.

(b) 'n Werkgever kan van sy verteenwoordiger of bestuurder-verkoopman vereis om elke 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 die aard van alle ander uitgawes waaroor hy vergoeding eis;

(ii) in die geval van 'n eis ingevolge subklousule (5) (b), die mylaafstand 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 werkgever, voordat sodanige reis deur sodanige verteenwoordigers of bestuurder-verkoopman onderneem word, aan hom 'n geskikte boek- of vorms verskaf waarop of waarop gepaste aantekeninge gehou kan word.

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknelmers.*—Behoudens die bepalings van klousules 3 (7) en 6 (4), moet elke bedrag verskuldig aan 'n werkgever, uitgesonderd 'n los werkgever, weekliks in kontant of as die werkgever daar toe instem, maandeliks in kontant of per thek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, op die dag waarop die bedryfsinrigting so 'n werkgever gewoonlik betaal of by dienstbeëindiging as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verskeie koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

(a) die werkgever se naam;

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

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

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

(e) die getal ure wat die werkgever op 'n Sondag, 'n openbare vakansiedag of gedurende sy vry periode gewerk het;

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

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

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

(ii) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a) or (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, insurance, savings, provident or pension funds, or subscriptions to trade unions;

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

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

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

	Per week	Per month
	R	R
(i) Board.....	0.80	3.47
(ii) Lodging.....	0.40	1.73
(iii) Board and lodging.....	1.20	5.20;

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

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

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

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

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

- (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 aange teken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat—

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

(ii) voornoemde inligting betreffende tyd gewerk nie ver strek hoof te word aan 'n werknemer wat ingevolge klouuse 5 (9) (a) of (b) van die werkurebepalings uitgesluit is nie.

(2) *Los werknemer.*—'n Werkewer 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 werkewer betaal deur hom aangeneem word nie.

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

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

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledelede van vakverenigings;

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

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

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

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

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

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

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

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

(f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkewer 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 Bantoeedorp onder die beheer van so 'n raad of ander plaaslike owerheid bewoon.

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

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

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

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

(ii) subject to subparagraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours of any of the other days may be extended to eight and one-half;

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

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

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

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

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

(i) an employer may agree with his employee to reduce the period of such 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;

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

(iii) if such interval be longer than one hour, except when proviso (iv) applies, any period in excess of one and one-quarter hours shall be deemed to be time worked;

(iv) in the case of an employee who is wholly or mainly engaged in cleaning premises, if such interval be longer than three hours, any period in excess of three hours shall be deemed to form part of the ordinary hours of work;

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

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

(vii) a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this subclause not to have worked during such interval.

(4) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning and afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee: Provided that an employer who reduces the ordinary hours of work of the afternoon work period by not less than 10 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) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime for more than—

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

(b) in the case of any other employee—

(i) ten hours in any week during the period 1 May to 31 August;

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

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

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

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

(ii) behoudens dié bepalings van subparagraph (i) hiervan, acht op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enige van die ander dae tot acht en 'n half verleng kan word;

(b) in die geval van 'n werknemer wat vyf dae per week werk—

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

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

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

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

(i) 'n werkewer 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 werkewer die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

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

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

(iv) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik persele skoonmaak, waar sodanige pouse langer as drie uur is, enige tyd wat daardie pouse te bowe gaan, geag word deel van die gewone werkure uit te maak;

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

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

(vii) 'n bestuurder van 'n motorvoertuig wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gwerk het nie.

(4) *Ruspouses.*—'n Werkewer moet, so na as doenlik aan die middel van elke werktydperk in die voor- en namiddag, aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en daar word geag dat so 'n pouse deel van die gewone werkure van so 'n werknemer uitmaak: Met dien verstande dat 'n werkewer wat die gewone werkure van die werktydperk in die namiddag met minstens 10 minute verminder, sy werknemer gedurende sodanige tydperk nie 'n ruspouse hoeft toe te staan nie.

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

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

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

(b) in die geval van 'n ander werknemer—

(i) tien uur in enige week gedurende die tydperk 1 Mei tot 31 Augustus;

(ii) twenty hours in any week during the period 1 September to 30 April.

(7) *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 10 hours are not exceeded in any week;

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

(e) overtime on more than 60 days in any year;

(f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

(i) before midday given notice thereof to such employee; or

(ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or

(iii) paid such employee not less than 25c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

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

(b) in the case of any other employee—

(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.

(9) *Savings.*—(a) The provisions of this clause shall not apply to a representative, a vendor supervisor, a driver-salesman or a driver-salesman's assistant.

(b) The provisions of this clause shall not apply to a foreman or to a senior managerial or administrative employee or to a technical or professional employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R200 per month.

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

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

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

(d) The provisions of subclauses (3), (4), (5) and (6) shall not apply to an employee while he is engaged on emergency work.

(e) The provisions of subclause (4) shall not apply to a chauffeur, a driver of a motor vehicle or a labourer who accompanies such driver of a motor vehicle on his rounds.

6. ANNUAL LEAVE

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

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

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

and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced;

(ii) twintig uur in enige week gedurende die tydperk 1 September tot 30 April.

(7) *Vroulike werkneemers.*—Ondanks andersluidende bepaling in hierdie klousule, mag 'n werkgever nie van 'n vroulike werkneemers vereis of haar toelaat om—

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

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

(c) meer as twee uur oortyd op 'n dag te werk nie, behalwe dat 'n werkneemers wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk, maar dan só dat die oortydwerk nie 10 uur in enige week te bove gaan nie;

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

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

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

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

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

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

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

(b) in die geval van 'n ander werkneemers—

(i) een en 'n derde maal sy gewone loon ten opsigte van oortydwerk van altesaam hoogstens 10 uur deur sodanige werkneemers in enige week gewerk;

(ii) een en 'n half maal sy gewone loon ten opsigte van oortydwerk van altesaam meer as 10 uur deur sodanige werkneemers in enige week gewerk.

(9) *Voorbeholdsbeplings.*—(a) Die beplings van hierdie klousule is nie op 'n verteenwoordiger, 'n toesighoudende verkoper, 'n bestuurder-verkoopsman of 'n bestuurder-verkoopsman se assistent van toepassing nie.

(b) Die beplings van hierdie klousule is nie op 'n voorman of op 'n senior bestuurs- of administratiewe werkneemers of 'n tegniese of professionele werkneemers van toepassing nie indien en solank so 'n werkneemers gereeld 'n loon van minstens R200 per maand ontvang.

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

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

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

(d) Die beplings van subklousule (3), (4), (5) en (6) is nie op 'n werkneemers van toepassing nie terwyl hy noodwerk verrig.

(e) Die beplings van subklousule (4) is nie op 'n chauffeur, 'n bestuurder van 'n motorvoertuig of 'n arbeider wat sodanige bestuurder van 'n motorvoertuig op sy rondes vergesel, van toepassing nie.

6. JAARLIKSE VERLOF

(1) Behoudens die beplings van subklousule (2), moet 'n werkgever aan sy werkneemers uitgesonderd 'n los werkneemers, ten opsigte van elke voltooide tydperk van 12 maande diens by hom verlof verleen—

(a) in die geval van 'n handelsreisiger, 'n handelsreisiger se assistent of 'n wag, 21 agtereenvolgende dae;

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

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

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

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

Provided that for the purpose of this clause the weekly wage of a vendor supervisor or driver-salesman 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 (1) in respect of the 12 months immediately preceding the date of the accrual of his leave by 52 or if he has had less than 12 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.

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

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

(ii) 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 12 months of employment to which the period of leave relates.

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

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

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

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

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

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than—

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

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

(b) of subclause (1), one-sixth,

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

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

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel 'n bedrag van minstens tweemaal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het: Met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n toesighoudende verkoper of bestuurder-verkoopsman wat kommissiewerk doen, bereken word deur die besoldiging wat uit hoofde van sy ooreenkoms ingevolge klousule 9 (1) aan hom betaalbaar is ten opsigte van die 12 maande onmiddellik voor die datum waarop die verlof hom toekom, deur 52 te deel of, indien hy minder as 12 maande aldus gewerk het, deur die totale besoldiging wat aldus vir sodanige dienstydperk aan hom betaalbaar is, deur die getal voltooide weke in sodanige tydperk te deel.

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

(i) as sodanige verlof nie eerder verleen is nie, dit, behoudens die bepalings van subklousule (3), so verleen moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het; of, as die werkewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekomm het, die werkewer 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 siekterverlof wat ingevolge klousule 7 verleen is of, tensy die werknemer dit versoek en die werkewer skriftelik daartoe instem, met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, mag saamval nie;

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag 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 werkewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

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

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

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

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

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

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

(a) in die geval van 'n werknemer in paragraaf (a) van subklousule (1) 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 werkewer ten opsigte van 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepligting van subklousule (2) aan 'n werknemer verleen het, 'n eweredige bedrag kan aftrek; en voorts met dien verstande dat 'n werknemer—

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

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

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

shall not be entitled to any payment by virtue of this subclause.

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

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

(a) any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice;

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

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 7;

(iii) on the instructions or at the request of his employer; amounting in the aggregate in any year to not more than 10 weeks; and

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

and employment shall be deemed to commence—

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

(ii) in the case of an employee who was in employment before the coming into force of this Determination and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;

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

(b) An employee who at the date of the closing of an establishment or portion thereof in which he is employed in terms of paragraph (a), is not entitled to the full period of annual leave prescribed in subclause (1) (b) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (5), and for the purpose of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment or portion of the establishment, as the case may be.

7. SICK LEAVE

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

(a) in the case of an employee who normally works a five-day week, not less than 20 work days; and

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

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

(i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a 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;

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

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

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

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

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

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

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7;

(iii) op las of versoek van sy werkewer;

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

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

en word diens geag te begin—

(i) in die geval van 'n werkewer wat voor die inwerkingtreding van hierdie Vasstelling, kragtens enige wet op 'n tydperk van jaarlike verlof geregtig geword het, op die datum waarop sodanige werkewer laas kragtens sodanige wet op verlof geregtig geword het;

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

(iii) in die geval van enige ander werkewer, op die datum waarop sodanige werkewer by sy werkewer 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 werkewer vir die doel van jaarlike verlof, te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting of 'n deel van sy bedryfsinrigting sluit vir 14 agtereenvolgende dae 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 of deel van 'n bedryfsinrigting waarin hy ingevolge paraagraaf (a) werkzaam is, nie op die volle tydperk van die jaarlike verlof voorgeskryf by subklousule (1) (b), geregtig is nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkewer betaal word op die grondslag in subklousule (5) vermeld, en vir die doel van jaarlike verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting of deel van die bedryfsinrigting, na gelang van die geval, aldus sluit.

7. SIEKTEVERLOF

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

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

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

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

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

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

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

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

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

(a) for a period covering more than three consecutive 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 weeks received payment in terms of this clause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

(3) Where, during the first cycle of 24 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid in respect of only such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, 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 subclause (1);

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

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

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

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

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

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

(iv) indien daar by 'n ander wet van 'n werkewer 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 Werkewer 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 dae; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag,

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

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

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag te omvat—

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

(aa) met verlof ingevolge klousule 6;

(bb) op las of versoek van sy werkewer;

(cc) met siekteleverlof ingevolge subklousule (1),

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

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

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

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

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) Subject to the provisions of clauses 4 (6) and 6 (2), if an employee, other than a casual 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 seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.

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

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

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

(b) a casual employee, a representative, a vendor supervisor, a driver-salesman, a driver-salesman's assistant or a watchman.

9. COMMISSION WORK

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

(a) the weekly or monthly wage payable to the vendor supervisor or driver-salesman where such wage is higher than that prescribed in clause (3) (1) for such vendor supervisor or driver-salesman, and the rate or rates of the commission and the conditions of entitlement thereto;

(b) the day of the week or month on which commission earned is due and payable;

(c) the area in which the vendor supervisor or driver-salesman is required or permitted to work;

(d) the day of payment of commission accrued at termination of the contract of employment: Provided that such day of payment shall be not later than the last work day of the week succeeding the week during which employment was terminated.

(2) The terms of the agreement referred to in subclause (1) shall be financially not less favourable to the vendor supervisor or driver-salesman than the relative terms of this Determination: Provided that the remuneration of a vendor supervisor or driver-salesman 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.

8. OPENBARE VAKANSIEDAE EN SONDAE

(1) Behoudens die bepalings van klosules 4 (6) en 6 (2), moet 'n werkgever aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, 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, Hemelvaartsdag, Geloftedag of Kersdag werk, moet sy werkgever hom, behoudens die bepalings van klosule 4 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus sy urloon vir elke uur of deel van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat, waar daarvan sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag word dat hy vier uur gewerk het.

(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 sewe dae vanaf sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat, waar daarvan sodanige werknemer vereis is of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, daar geag moet word dat hy vier uur gewerk het.

(4) Wanneer 'n skofwerker 'n skof werk wat gedeeltelik op 'n Sondag of op enige openbare vakansiedag in subklosule (1) gemeld en gedeeltelik op enige ander dag val, word daar geag dat die hele skof gewerk is op die dag waarop die grootste gedeelte van sodanige skof val.

(5) Die bepalings van subklosules (2) en (3) is nie van toepassing nie—

(a) op 'n werknemer wat ingevolge klosule 5 (9) (a) of (b) van die werkurebepalings uitgesluit is;

(b) op 'n los werknemer, 'n verteenwoordiger, 'n toesighoudende verkoper, 'n bestuurder-verkoopman, 'n bestuurder-verkoopman se assistent of 'n wag.

9. KOMMISSIEWERK

(1) 'n Toesighoudende verkoper of bestuurder-verkoopman wat volgens 'n ooreenkoms met sy werkgever kommissiewerk onderneem, moet voordat sodanige werk begin, deur sy werkgever voorsien word van 'n juiste kopie van die ooreenkoms of 'n verklaring wat die bepalings van die ooreenkoms bevat en wat moet insluit—

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

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

(c) die gebied waarin daar van die toesighoudende verkoper of bestuurder-verkoopman vereis word of hy toegelaat word om te werk;

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

(2) Die bepalings van die ooreenkoms wat in subklosule (1) bedoel word, mag vir die toesighoudende verkoper of bestuurder-verkoopman geldelik nie minder voordeelig as die betrokke bepalings van hierdie Vasselling wees nie: Met dien verstande dat die besoldiging van 'n toesighoudende verkoper of bestuurder-verkoopman wat kommissiewerk verrig, betaalbaar is op die dag wat in die ooreenkoms bepaal word, en in hierdie opsig is die bepalings van klosule 4 (1) nie op sodanige betaling van toepassing nie.

(3) Save as provided in clause 4 (6), an employer shall pay to his vendor supervisor or driver-salesman who is employed on commission work, remuneration at not less than the rate agreed upon between them: Provided that the remuneration of such vendor supervisor or driver-salesman 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).

(4) An employer or a vendor supervisor or driver-salesman 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 vendor supervisor or driver-salesman in terms of clause 12.

10. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of 15 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.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

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

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

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

Provided that this shall not affect—

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

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

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

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

(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

(3) Behoudens die bepalings van klousule 4 (6), moet 'n werkgever sy toesighoudende verkoper of bestuurder-verkoopsman wat kommissiewerk onderneem, minstens die besoldiging betaal waaroer hulle ooreengekom het: Met dien verstande dat die besoldiging van so 'n toesighoudende verkoper of bestuurder-verkoopsman vir elke tydperk nie minder mag wees nie as dié wat ingevolge klousule 3 (1) vir daardie tydperk aan hom verskuldig sou wees.

(4) 'n Werkgever of 'n toesighoudende verkoper of bestuurder-verkoopsman wat voornemers 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 toesighoudende verkoper of bestuurder-verkoopsman vereis word.

10. VERBOD OP INDIENSNEMING

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgever 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 werkgever.

12. BEEINDIGING VAN DIENSKONTRAK

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

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

(b) na die eerste vier weke diens, minstens een week, vooraf kennis van die beëindiging van die kontrak gee of 'n werkgever of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgever, 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 werkgever of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgever 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 verbeurding van boete wat regtens van toepassing mag wees op 'n werknemer wat dros;

nie hierdeur geraak word nie: Met dien verstande voorts dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur afname ten opsigte van korttyd en die werkgever 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 voorbeholdsbeperking van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waaroer daar ooreengekom is.

(3) Die kennisgewing by 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 siekterverlof ooreenkomsdig klousule 7 kennis gegee mag word nie.

(4) Ondanks andersluidende bepalings in hierdie Vasstelling mag 'n werkgever, 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

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. LOG-BOOK

(1) An employer shall provide his driver of a motor vehicle or his part-time driver of a motor vehicle with a log-book 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.	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.....

(2) Every driver of a motor vehicle or part-time driver of a motor vehicle shall, in the log-book referred to in subclause (1), keep a daily log in duplicate in respect of each day's work and shall within 24 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) Every employer shall retain the copy of the daily log, which in terms of subclause (2) has been delivered to him, for a period of three years subsequent to such delivery.

SCHEDULE

I/We (a) carrying on trade in the Ice-cream 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 (a) week/month.....		

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.

No. R. 711 8 May 1970
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

ICE-CREAM 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

sonder om sy werkewer te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vasselling 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 werkewer by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik die vorm het soos in die Bylae van hierdie Vasselling voorgeskryf en wat die volle name van die werkewer en die werknemer, die beroep van die werknemer, die aangsdatum 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 Werkewer moet 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 werkewer.....		
Naam van bestuurder.....		
Datum.....		
Tyd waarop werk begin het.....	vm./nm.	
Tyd waarop werk opgehou het.....	vm./nm.	
Getal ure gewerk.....		
Etenstye van.....	vm./nm. tot.....	vm./nm.
Besonderhede omtrent enige ongeluk of vertraging.....		

Datum.....19..... Handtekening van bestuurder

(2) Elke bestuurder van 'n motorvoertuig of deeltydse bestuurder van 'n motorvoertuig moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daagliks log in duplo hou en binne 24 uur na voltooiing van die dag se werk waaraop dit betrekking het, 'n kopie daarvan by sy werkewer indien, en by die toepassing van hierdie klousule slaan die uitdrukking "werk" ten opsigte van 'n deeltydse bestuurder van 'n motorvoertuig slegs op "'n motorvoertuigbestuurder" soos dit in die woordomskrywing van hierdie klas werknemer om-skryf word.

(3) Elke werkewer moet die kopie van die daagliks log wat ingevolge subklousule (2) by hom ingedien is, drie jaar lank na sodanige indiening bewaar.

BYLAE

Ek/Ons (a).....	
wat sake doen in die Nywerheid vir die Vervaardiging van Roomys 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 (a) loon.....	rand.....
.....sent per week/maand (a).....	

Datum.....19..... Handtekening van werkewer of
gemagtigde verteenwoordiger

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

No. R. 711

8 Mei 1970
WET OP FABRIEKE, MASJINERIE EN BOUWERK
1941

NYWERHEID VIR DIE VERAARDIGING VAN ROOMYS, 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 bepalings van

Wage Determination for the Ice-Cream Manufacturing Industry, Certain Areas, published under Government Notice R. 710 of 8 May 1970, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN, Minister of Labour.

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

die Loonvasstelling vir die Nywerheid vir die Vervaardiging van GOEWERMENTSKENNISGEWINGS R. 710 van 8 Mei 1970, 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 gereel word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

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

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