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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 588

15 April 1977

WAGE ACT, 1957

WAGE DETERMINATION 372.—RUBBER AND RUBBER PRODUCTS 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 Rubber and Rubber Products Industry and has fixed the second 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 the employers and all their employees, other than managers, in the Rubber and Rubber Products Manufacturing Industry in the following areas, namely:

Cape Province.—The Magisterial Districts of Bellville, The Cape, Goodwood, Port Elizabeth, Simonstown, Uitenhage and Wynberg;

Natal.—The Magisterial Districts of Durban (excluding the area occupied by Dunlop South Africa Ltd, in the Magisterial District of Durban), Inanda and Pinetown and the municipal area of Howick;

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

2. DEFINITIONS

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

(A) In all sections of the Industry—

"artisan" means an employee who is engaged in work normally performed by a skilled artisan, and for the purposes of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 588

15 April 1977

LOONWET, 1957

LOONVASSTELLING 372.—RUBBER- EN RUBBER-PRODUKTENYWERHEID, 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 Rubber- en Rubberproduktenywerheid maak en die tweede 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 al die werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Rubber- en Rubberproduktenywerheid in die volgende gebiede, naamlik:

Kaapprovinsie.—Die landdrostdistrikte Bellville, Die Kaap, Goodwood, Port Elizabeth, Simonstad, Uitenhage en Wynberg;

Natal.—Die landdrostdistrikte Durban (uitgesonderd die gebied geokkupeer deur Dunlop South Africa Limited, in die landdrostdistrik Durban), Inanda en Pinetown en die munisipale gebied van Howick;

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

2. WOORDOMSKRYWING

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

(A) In alle seksies van die Nywerheid—

"ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordoms krywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag

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;

"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;

"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;

"canteen cook" means an employee who is engaged in cooking or otherwise preparing meals for employees for consumption in an establishment;

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

"chargehand" means an employee who, under the general supervision of a foreman, assistant foreman, shift supervisor or a group leader is in charge of a group of graded employees;

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

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

"commission work" means any system under which a traveller's remuneration is calculated on the value or number of orders submitted by him to and accepted by his employer;

"continuous process worker" means an employee who is engaged in an activity in which continuous working by means of three consecutive shifts per day on seven days per week is necessary;

"day" means the period of 24 hours from midnight to midnight: Provided that in the case of a continuous process worker or a shift worker, it shall mean a period of 24 hours reckoned from the time such an employee commences work;

"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, mass-measuring, packing, marking, addressing or despatching of goods or packages;

"driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purposes 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;

"emergency work" means—

(a) 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;

(b) any work in connection with the loading or unloading of—

(i) ships;

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

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

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

"establishment" means any premises in or in connection with which one or more employees are employed in the Rubber and Rubber Products Manufacturing Industry;

"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, respectively, in any trade or in the service of the State;

(b) a traveller, the total period or periods of employment which an employee has had as a traveller in any trade;

(c) any other class of employee, the total period or periods of employment which an employee has had in his class in the Rubber and Rubber Products Manufacturing Industry;

word aangewys te wees, of wat in besit is van 'n vaardigheid-sertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet;

"assistent-voorman" 'n werknemer wat, onder die algemene toesig van 'n voorman, enige van die werksaamhede of pligte van 'n voorman verrig en wat gedurende sy afwesigheid namens hom kan waarneem;

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

"eethuiskok" 'n werknemer wat maaltye vir werknemers gaarmaak of andersins berei vir verbruik in 'n bedryfsinrigting;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is;

"onderbaas" 'n werknemer wat onder die algemene toesig van 'n voorman, assistent-voorman, skofopsigter of 'n groepleier in beheer is van 'n groep gegradeerde werknemers;

"chauffeur" 'n werknemer (uitgesonderd 'n handelsreisiger se assistent) wat 'n motorvoertuig dryf wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgever of van personeel, klante of besoekers en waarmee ook dokumente of pakkette vervoer mag word;

"klerk" 'n werknemer wat skryf-, tik-, liasseer- 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;

"kommissiewerk" 'n stelsel waarvolgens 'n handelsreisiger se besoldiging bereken word volgens die getal of waarde van die bestellings wat hy aan sy werkgever voorlê en wat laasgenoemde aanvaar;

"deurlopendeproseswerker" 'n werknemer wat 'n werksaamheid verrig waarin daar deur middel van drie skofte per dag op sewe dae van die week deurlopend gewerk moet word;

"dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat, in die geval van 'n deurlopendeproseswerker of 'n skofwerker, dit beteken 'n tydperk van 24 uur, gereken vanaf die tydstop waarop so 'n werknemer begin werk;

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, massameting, verpakking, merk, adresseer of versending van goedere of pakkette;

"drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat hy dryf, 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 dryf;

"noodwerk"—

(a) 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;

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

(i) skepe;

(ii) spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens;

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

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

"bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Rubber- en Rubberprodukte-nywerheid in diens is;

"ondervinding" met betrekking tot—

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

(b) 'n handelsreisiger, die totale tydperk of tydperke wat 'n werknemer as 'n handelsreisiger in enige bedryf werksaam was;

(c) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Rubber- en Rubberprodukte-nywerheid werksaam was;

"factory clerk" means an employee who, under the supervision of a foreman, assistant foreman, shift supervisor or a qualified male clerk, is engaged in any one or more of the following activities:

- (1) Checking or recording times at which employees enter or leave an establishment or any portion of an establishment;
- (2) checking or recording the distribution or receipt of material or outgoing of products;
- (3) recording times or output;
- (4) scheduling production figures;
- (5) mass-measuring and recording mass;
- (6) writing out consignment notes or packing slips;

"fireman" means an employee who is engaged in stoking, raking, slicing or drawing a fire of a boiler;

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

- (a) the South African Red Cross Society;
- (b) the St John Ambulance Association; or
- (c) die Suid-Afrikaanse Noodhulp Liga;

and who is in charge of a first-aid room;

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

"gateman" means an employee who is in charge of a gate and who may record the entry or departure of persons or vehicles;

"group leader" means an employee who, under the general supervision of a foreman, assistant foreman or shift supervisor is in charge of one or more chargehands;

"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;

"instructor" means an employee responsible for teaching employees job methods and equipment handling techniques and who may keep related records;

"laboratory assistant" means an employee who is engaged in taking and preparing samples, making initial or routine tests, including the operating of any power-driven machine in the course of such tests, and recording the results thereof;

"Latex Section" means that section of the Rubber and Rubber Products Manufacturing Industry which converts liquid rubber latex directly into rubber articles by means of dipping, casting, moulding, extruding or other like method;

"law" includes the common law;

"machine operator" means an employee who operates, attends or starts a power-driven machine, who scrutinises or checks the work done by the machine and who may make minor running adjustments to the machine, and "operating a machine" has a corresponding meaning;

"maintenance man" 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;

"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;

"mobile hoist operator" means an employee who is engaged in operating a mobile power-driven hoist used in the loading, unloading, moving or stacking of goods and includes the driver of an industrial tractor towing one or more trailers within an establishment;

"motor vehicle" means any power-driven vehicle used for conveying goods, other than travellers' samples, and includes a mechanical horse and a tractor but does not include a mobile hoist or any vehicle used exclusively within an establishment;

"night shift" means any period of work the major portion of which falls between 19h00 and 05h00;

"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

"fabrieksklerk" 'n werknemer wat onder die toesig van 'n voorman, assistent-voorman, skofopsigter of 'n gekwalifiseerde manlike klerk een of meer van die volgende werksaamhede verrig:

- (1) Die tye kontroleer of aanteken wanneer werknemers 'n bedryfsinrigting of enige gedeelte van 'n bedryfsinrigting binnegaan of verlaat;
- (2) die verspreiding of ontvangs van materiaal of die uitgaan van produkte nagaan of aanteken;
- (3) tye of produksie aanteken;
- (4) produksiesyfers tabelleer;
- (5) massameet en die masse aanteken;
- (6) vragbriewe of verpakkingstroke uitskryf;

"stoker" 'n werknemer wat die vuur van 'n stoomketel stook, hark, krap of uithaal;

"eerstehulpbediener" 'n werknemer wat in besit is van 'n geldige bekwaamheidsertifikaat in eerstehulp wat uitgereik is deur—

- (a) die Suid-Afrikaanse Rooikruisvereniging;
- (b) die St John Ambulance Association; of
- (c) die Suid-Afrikaanse Noodhulp Liga;

en wat in beheer van 'n eerstehulpkamer is;

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

"hekwagter" 'n werknemer wat in beheer is van 'n hek en wat die binnekoms of vertrek van persone of voertuie mag aanteken;

"groepleier" 'n werknemer wat, onder die algemene toesig van 'n voorman, assistent-voorman of skofopsigter, aan die hoof staan van een of meer onderbase;

"faktotum" 'n werknemer wat kleinere herstelwerk of verstellers doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks 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;

"instrukteur" 'n werknemer wat daarvoor verantwoordelik is om aan werknemers werkmodes te leer en die tegnieke om uitrusting te hanteer en wat aanverwante registers mag hou;

"laboratoriumassistent" 'n werknemer wat monsters neem en voorberei, aanvanklike of roetine toetse doen, met inbegrip van die bediening van 'n kragmasjien in die loop van sodanige toetse, en wat die resultate daarvan aanteken;

"Latex-seksie" daardie seksie van die Rubber- en Rubber-produktenywerheid wat vloeibare rubberlatex regstreeks in rubberartikels omsit deur middel van inkoop-, giet-, vorm-, uitdruk- of ander dergelike metode;

"wet" ook die gemene reg;

"masjienbediener" 'n werknemer wat 'n kragmasjien bedien, oppas of aan die gang sit, wat die werk wat die masjien verrig noukeurig ondersoek of nagaan en wat kleinere loopverstellings aan die masjien mag doen, en " 'n masjien bedien" het 'n ooreenstemmende betekenis;

"onderhoudsman" 'n werknemer wat kleinere herstelwerk of verstellers doen aan masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie;

"bestuurder" 'n werknemer wat deur sy werkgewer belas is met die algehele—

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

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk;

"bediener van 'n mobiele hystoestel" 'n werknemer wat 'n kragangedrewe mobiele hystoestel bedien wat by die laai, aflaai, versit of opstapel van goedere gebruik word; en omvat dit ook die drywer van 'n nywerheidstrekker wat een of meer sleepwaens binne 'n bedryfsinrigting trek;

"motorvoertuig" 'n kragangedrewe voertuig wat gebruik word vir die vervoer van goedere, uitgesonderd 'n handelsreisiger se monsters, en omvat dit ook 'n voorhaker en 'n trekker maar nie 'n mobiele hystoestel of enige voertuig wat uitsluitlik binne 'n bedryfsinrigting gebruik word nie;

"nagskof" enige werktidperk waarvan die grootste deel tussen 19h00 en 05h00 val;

"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

ordinary hours of work prescribed for such employee in clause 5 (1), (2) or (3) but does not include any period during which an employee—

(a) whose ordinary hours of work are prescribed in clause 5 (1), works for his employer on a Sunday;

(b) whose ordinary hours of work are prescribed in clause 5 (2), works for his employer during his free period prescribed in clause 5 (5);

“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 purposes 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;

“piece-work” means any system under which an employee's remuneration is based on the quantity of work done;

“qualified” in relation to an employee, means that the experience of the employee in his class entitles him to the highest wage rate prescribed for that class, and, conversely, “unqualified” means that his experience in his class does not entitle him to such highest rate;

“rubber” includes synthetic rubber, reclaimed rubber, scrap rubber or compounded rubber but does not include ebonite, vulcanite or any other similar form of hard rubber;

“Rubber and Rubber Products Manufacturing Industry” means the Industry in which employers and employees (excluding employees employed in the Tyre and Rubber Manufacturing Industry in the Magisterial Districts of Port Elizabeth and Uitenhage) are associated in establishments which are registered or liable to registration in terms of the Factories, Machinery and Building Work Act, 1941, for the purpose of carrying on any one or more of the following activities, namely:

(a) The manufacture of—

(i) rubber;

(ii) any article consisting wholly or mainly of rubber;

(iii) solution;

(iv) any one or more of the following articles of which at least one constituent is rubber:

Tyres, tubes, conveyor or transmission belting, hose, tennis balls, golf balls, football bladders, covering for electric cables, mats, cushions, mattresses, covers for brake or clutch pedals and retreading material;

(b) the retreading or rebuilding of rubber goods, excluding tyres, if carried on in conjunction with any one or more of the activities specified in paragraph (a);

(c) the manufacture of rubber soles or heels other than in an establishment engaged in the manufacture of footwear;

and includes all operations incidental to or consequent on any of the aforesaid activities;

but does not include—

(i) the manufacture of footwear;

(ii) the manufacture of covering for electric cables in an establishment in which such cables are manufactured;

(iii) the manufacture of pneumatic tyres or inner tubes for pneumatic tyres;

(iv) the making of loose covers or cases for foam rubber or latex mattresses, cushions or pillows, the insertion of such mattresses, cushions or pillows into covers or cases and the closing or stitching of such covers or cases;

“rubber to metal worker” means an employee who is engaged in coating or lining metal with rubber by hand, other than applying rubber or solution to metal parts preparatory to moulding or to roller spindles;

“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;

“shift supervisor” means an employee who under supervision of a foreman or assistant foreman, is in charge of the employees on a shift, in a department or section of an establishment in which two or three shifts per day are worked;

“shift worker” means an employee who is engaged on shift work in an activity in an establishment in which two or three shifts per day on not more than six days per week are worked;

“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;

werkure by klousule 5 (1), (2) of (3) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk waarin 'n werknemer—

(a) wie se gewone werkure by klousule 5 (1) voorgeskryf word, op 'n Sondag vir sy werkgever werk nie;

(b) wie se gewone werkure by klousule 5 (2) voorgeskryf word, gedurende sy vry periode by klousule 5 (5) voorgeskryf, vir sy werkgever werk nie;

“deeltydse drywer van 'n motorvoertuig” 'n werknemer wat in die reël ander werk doen as om 'n motorvoertuig te dryf maar wat op meer as twee dae in 'n week 'n motorvoertuig vir altesaam hoogstens drie uur op enige sodanige dag dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking “'n motorvoertuig dryf” alle tydperke wat hy dryf en alle tyd wat die drywer, terwyl hy in beheer van die voertuig is, aan werk in verband met die voertuig of die vrag bestee;

“stukwerk” 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is;

“gekwalfiseerd”, met betrekking tot 'n werknemer, dat die ondervinding van 'n werknemer in sy klas hom geregtig maak op die hoogste loonskaal wat vir dié klas voorgeskryf word, en “ongekwalfiseerd”, omgekeerd, dat sy ondervinding in sy klas hom nie op sodanige hoogste loonskaal geregtig maak nie;

“rubber” ook sintetiese rubber, geregenereerde rubber, afvalrubber of gemengde rubber maar omvat dit nie eboniet, vulkaniet of enige ander soortgelyke vorm van harde rubber nie;

“Rubber- en Rubberproduktenywerheid” die Nywerheid waarin werkgevers en werknemers (uitgesonderd werknemers in diens in die Buiteband- en Rubberywerheid in die landdrosdistrikte Port Elizabeth en Uitenhage) met mekaar geassosieer is in bedryfsinrigtings wat geregistreer is of aan registrasie onderworpe is ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, met die doel om een of meer van die volgende werksaamhede te verrig, naamlik:

(a) Die vervaardiging van—

(i) rubber;

(ii) enige artikel wat geheel en al of hoofsaaklik uit rubber bestaan;

(iii) rubberlym;

(iv) engeen of meer van die volgende artikels waarvan minstens een bestanddeel rubber is:

Buitebande, binnebande, vervoer- of dryfbande, rubberslange, tennisballe, gholfballe, voetbalbinnebande, bedekking vir elektriese kables, matte, stoelkussings, matrassse, bedekkings vir rem- of koppelaarpedale en versoolmateriaal;

(b) die versool of herbou van rubbergoedere, uitgesonderd buitebande, indien verrig saam met een of meer van die werksaamhede genoem in paragraaf (a);

(c) die vervaardiging van rubbersole of -hakke, uitgesonderd in 'n bedryfsinrigting wat skoeisel vervaardig;

en omvat dit ook alle werksaamhede wat met engeen van voornoemde bedrywighede in verband staan of daaruit voortspruit; maar omvat dit nie die volgende nie:

(i) Die vervaardiging van skoeisel;

(ii) die vervaardiging van bedekking vir elektriese kables in 'n bedryfsinrigting waar sodanige kables vervaardig word;

(iii) die vervaardiging van lugbande of binnebande vir lugbande;

(iv) die maak van los oortreksels of slope vir skuimrubber- of latex-matrassse, -stoelkussings of -kussings, die insteek van sodanige matrassse, stoelkussings of kussings in oortreksels of slope en die toewerk of toestik van sodanige oortreksels of slope;

“rubber-op-metaal-werker” 'n werknemer wat met die hand metaal met rubber bestryk of beklee, uitgesonderd die aanbring van rubber of rubberlym op metaaldele voor vorming, of op rolspille;

“senior bestuurs- of administratiewe werknemer” 'n werknemer wat in opdrag van sy werkgever werk verrig wat verantwoordelikheid meebring vir die neem van besluite van 'n administratiewe aard in die uitvoering van die werksaamhede van 'n bedryfsinrigting;

“skofopsigter” 'n werknemer wat, onder toesig van 'n voorman of assistent-voorman, aan die hoof staan van die skofwerkers in 'n afdeling of seksie van 'n bedryfsinrigting waarin twee of drie skofte per dag gewerk word;

“skofwerker” 'n werknemer wat skofwerk verrig in 'n werksaamheid in 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag op hoogstens ses dae per week gewerk word;

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

"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;

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

"trailer" means any conveyance drawn by a motor vehicle;

"traveller" means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment;

"traveller's assistant" means an employee who accompanies a traveller and assists him in packing, unpacking or displaying his samples and who may drive the motor vehicle used by the traveller in the performance of his duties;

"Tyre and Rubber Manufacturing Industry" the Tyre and Rubber Manufacturing Industry as defined in the Agreement published under Government Notice R. 991 of 14 June 1974;

"unladen mass" means the mass 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-wheeled or three-wheeled motor cycle, motor scooter or autocycle or a cycle fitted with an auxiliary engine, the unladen mass shall be deemed not to exceed 450 kg;

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

Provided that—

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

(ii) the first proviso shall not be so construed 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;

"watchman" means an employee who is engaged in guarding premises or property.

(B) In the Latex Section of the Industry—

"assembler" means an employee who is engaged in fitting—

- (a) rubber teats to plastic parts to form baby soothers; or
- (b) hard rubber or plastic nozzles to rubber syringes;

"ball mill attendant" means an employee who is engaged in filling the containers of a ball mill, stopping and starting the mill and who may assemble, measure and mass-measure ingredients for milling;

"beader" means an employee who is engaged in rolling the open end of dipped goods to form a ring of rubber;

"emblem marker" means an employee who is engaged in putting a trade mark or message on dipped goods by means of a printing machine or by rubber stamping or stencilling by spray gun;

"foam mould cleaner" means an employee who is engaged in cleaning moulds for foam products by sand-blasting;

"foam sorter" means an employee who is engaged in sorting foam products and rejecting obviously defective products;

"Grade I employee" means an employee who is engaged in any one or more of the following capacities or operations:

- (1) Assembler;
- (2) assembling tins;
- (3) assembling wooden crates and similar containers for despatch packing purposes;
- (4) assisting an artisan, other than by the independent use of tools;
- (5) assisting on delivery vehicles, other than driving or effecting repairs;
- (6) baling or wrapping in packing materials for transport;
- (7) beader;
- (8) binding or strapping bales, boxes or other containers;
- (9) blank cutting and mass-measuring to fixed standard by hand;
- (10) cleaning furniture or kitchen utensils;
- (11) cleaning or washing, other than cleaning liners by machine;
- (12) cleaning, sponging or polishing moulded goods by hand;
- (13) cleaning or plucking poultry;
- (14) cleaning, scaling, cutting, filleting or slicing raw fish;
- (15) cutting or perforating paper or cardboard;

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

"tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgever werk van 'n tegniese of professionele aard verrig;

"sleepwa" enige vervoermiddel wat deur 'n motorvoertuig getrek word;

"handelsreisiger" 'n werknemer wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting namens so 'n inrigting bestellings vra, werf of opneem;

"handelsreisiger se assistent" 'n werknemer wat 'n handelsreisiger vergesel en hom met die inpak, uitpak of vertoon van sy monsters help en wat die motorvoertuig mag dryf wat die handelsreisiger in die uitvoering van sy werk gebruik;

"Buiteband- en Rubbervywerheid" die Buiteband- en Rubbervywerheid soos omskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 991 van 14 Junie 1974;

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n twee- of driewielmotorfiets, bromponie of bromfiets of 'n trapfiets met hulpmotor, die onbelaste massa geag word hoogs- tens 450 kg te wees;

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

Met dien verstande dat—

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

(ii) die eerste voorbehoudsbepaling nie so uitgelê mag word 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;

"wag" 'n werknemer wat 'n perseel of eiendom bewaak.

(B) In die Latex-seksie van die Nywerheid—

"monteur" 'n werknemer wat—

(a) rubbertepels aan plastiekdele heg om babafopspeentjies te vorm; of

(b) harde rubber- of plastiekspuitsukke aan rubberspuite heg;

"koeëlmeulbediener" 'n werknemer wat die houters van 'n koeëlmeul vul, die meul afskakel en aan die gang sit, en wat die bestanddele vir die maalwerk kan bymekaarmaak, meet en massameet;

"spanrandmaker" 'n werknemer wat die oop ente van ingedoopte goedere rol om 'n rubberring te vorm;

"emblemmerker" 'n werknemer wat 'n handelsmerk of boodskap op ingedoopte goedere plaas deur middel van 'n drukmasjien of rubberstempels of sjablonering met 'n sproeispuut;

"skuimvormskoonmaker" 'n werknemer wat vorms vir skuimprodukte skoonmaak deur sandstraling;

"skuimsorteerder" 'n werknemer wat skuimprodukte sorteer en klaarblyklik defektiewe produkte afkeur;

"werknemer, graad I", 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Monteur;
- (2) blikke bymekaarmaak;
- (3) houtkrate en dergelike houters vir verpakkings- en versendingsdoeleindes aanmekaarsit;
- (4) 'n ambagsman behulpsaam wees, uitgesonderd deur die selfstandige gebruik van gereedskap;
- (5) op afleweringsvoertuie behulpsaam wees, uitgesonderd die voertuie dryf of herstel;
- (6) baal of in verpakkingsmateriaal toedraai vir vervoer;
- (7) spanrandmaker;
- (8) bale, kiste of ander houters vasbind of vasgespe;
- (9) met die hand ru-stukke sny en volgens vaste standaard massameet;
- (10) meubels of kombuisgerei skoonmaak;
- (11) skoonmaak of was, uitgesonderd voerings met 'n masjien skoonmaak;
- (12) gevormde goedere met die hand skoonmaak, afspons of poleer;
- (13) pluimvee skoonmaak of pluk;
- (14) rou vis skoonmaak, krap, sny, ontgraat of in skywe sny;
- (15) papier of karton sny of perforeer;

- (16) cutting up rubber or rubber compounds from the bale by hand;
- (17) delivering or collecting messages, letters or goods on foot or by means of a bicycle or other non-power-driven vehicle;
- (18) emblem marker;
- (19) emptying tanks or containers by hand;
- (20) feeding or taking off from a machine for the dipping, drying or curing of dipped goods;
- (21) feeding or taking off from machines or conveyor belts, other than feeding or taking off from mills;
- (22) filling, levelling off, closing, stripping or spraying moulds or putting moulds into or removing them from curing ovens in the production of foam products;
- (23) filling, mass-measuring or labelling tins, cartons, drums or flasks by hand;
- (24) fireman;
- (25) gardening work, i.e., planting, digging, raking, mowing, weeding, watering, trimming hedges or spreading or mixing gardening materials;
- (26) lifting, carrying, moving, unpacking or stacking goods or articles by hand or by means of a power-driven but pedestrian controlled vehicle;
- (27) loading or unloading, other than loading or unloading presses;
- (28) making metal containers by machine;
- (29) making or maintaining fires (other than in a boiler), removing refuse or ashes or burning waste or damaged materials;
- (30) making tea or similar beverages for or serving tea or similar beverages to employees;
- (31) mass-measuring to set mass-measure or measuring to set measure;
- (32) opening or closing doors or boxes, drums, bales or other packages;
- (33) operating a machine for trimming glove cuffs;
- (34) operating a non-power-driven or an electric hoist;
- (35) packer;
- (36) peeling or paring vegetables or fruit by hand or hand-operated machine;
- (37) placing articles of uniform size and number into containers specially made to contain them;
- (38) placing foam into drying ovens or removing foam therefrom;
- (39) punching holes in metal or plastic by machine;
- (40) repairing, combining or taping foam products;
- (41) setting up by hand ready-made cardboard or fibre board boxes or similar containers;
- (42) sieving latex;
- (43) sorter;
- (44) sorting or baling scrap;
- (45) stencilling, labelling or marking boxes, bales or other packages;
- (46) stripping dipped goods from formers or moulds or turning such goods inside out;
- (47) tester;
- (48) transferring foam from maturing tank to feeding tank;
- (49) trimming foam flash or moulds for foam by hand;
- (50) using rubber or other stamps, where no discretion is involved;
- (51) wrapper;

"Grade II employee" means an employee who is engaged in any one or more of the following capacities or operations:

- (1) Assembling orders from written instructions or order forms;
- (2) assistant to operator of a machine for splitting and/or slitting cured rubber thread and/or strips;
- (3) ball mill attendant;
- (4) cutting foam to template by power-driven hand-directed machine;
- (5) foaming machine operator;
- (6) foam mould cleaner;
- (7) mould maker;
- (8) operating an office duplicating, addressing, franking or numbering machine;

"Grade III employee" means an employee who is engaged in any one or more of the following capacities or operations:

- (1) Assistant to an operator of an extruding and vulcanising machine;
- (2) foam sorter;
- (3) oiling or greasing machinery or vehicles;
- (4) operating a circular loom for making hose jackets;
- (5) operating a latex dipping machine;
- (6) operating a machine for splitting and/or slitting cured rubber thread and/or strips;
- (7) products distributor;
- (8) twisting or winding yarn onto bobbins, cones or cheeses;

- (16) rubber of rubbermengsels uit die baal met die hand fyn sny;
- (17) boodskappe, briewe of goedere te voet of per fiets of ander nie-kragaangedrewe voertuig aflewer of afhaal;
- (18) embleemmerker;
- (19) tenks of houers met die hand leegmaak;
- (20) 'n masjien voer of daarvan afneem vir die indoop, droogmaak of vulkanisering van ingedoopte goedere;
- (21) masjiene of vervoerbande voer of daarvan afneem, uitgesonderd meule voer of daarvan afneem;
- (22) vorms vul, gelykmaak, toemaak, afstroop of bespuit of vorms in verhardingsoonde plaas of daaruit haal in die produksie van skuimprodukte;
- (23) blikke, kartonhouers, dromme of flesse met die hand vul, massameet of etiketteer;
- (24) stoker;
- (25) tuinwerk, d.w.s. plant, spit, hark, grassny, onkruid verwyder, natmaak, heinings sny of tuinstowwe spreid of meng;
- (26) goedere of artikels met die hand of met 'n krag- maar voetgangerbeheerde voertuig optel, dra, verplaas, uitpak of opstapel;
- (27) op- of aflaai, uitgesonderd die op- of aflaai van perse;
- (28) metaalhouers met 'n masjien maak;
- (29) vure maak of stook (uitgesonderd in 'n stoomketel), vullis of as verwyder of afval- of beskadigde materiaal verbrand;
- (30) tee of dergelike verversingsdranke vir werknemers maak of aan hulle bedien;
- (31) massameet volgens voorafgestelde massameter of meet volgens vasgestelde maat;
- (32) deure of kiste, dromme, bale of ander pakkette oop- of toemaak;
- (33) 'n masjien vir die afwerking van handskoenomslae bedien;
- (34) 'n nie-kragaangedrewe of 'n elektriese hystoestel bedien;
- (35) verpakker;
- (36) groente of vrugte met die hand of 'n handmasjien skil of afskil;
- (37) artikels van dieselfde grootte en getal in houers plaas wat spesiaal gemaak is om hulle te bevat;
- (38) skuim in droogoonde plaas of daaruit verwyder;
- (39) gate met 'n masjien in metaal of plastiek pons;
- (40) skuimprodukte herstel, saamvoeg of met 'n band vasmaak;
- (41) klaargemaakte karton- of veselborddose of soortgelyke houers met die hand opstel;
- (42) latex sif;
- (43) sorteerder;
- (44) afval sorteer of baal;
- (45) kiste, bale of ander pakkette sjabloneer, etiketteer of merk;
- (46) ingedoopte goedere van vormers of vorms afstroop of sulke goedere omdop;
- (47) toetser;
- (48) skuim van 'n insuurtenk na 'n voertenk oorplaas;
- (49) skuimlae of vorms vir skuim met die hand regsny;
- (50) rubber- of ander stempels gebruik waar daar geen diskresie vereis word nie;
- (51) toedraaier;

"werknemer, graad II," 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Bestellings volgens skriftelike opdragte of bestelvorms bymekaarmaak;
- (2) assistent vir die bediener van 'n masjien vir die splitsing en/of splyting van gevulkaniseerde rubberdraad en/of -stroke;
- (3) koeëlmeulbediener;
- (4) skuim met 'n handbeheerde kragmasjien volgens leipatroon sny;
- (5) skuimmasjienbediener;
- (6) skuimvormskoonmaker;
- (7) vormmaker;
- (8) 'n kantoorafrol-, -adresseer-, -frankeer- of nommermasjien, bedien;

"werknemer, graad III," 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Assistent vir 'n bediener van 'n uitdruk- en vulkaniseermasjien;
- (2) skuimsorteerder;
- (3) masjinerie of voertuie olie of smeer;
- (4) 'n sirkelweefstoel bedien vir die maak van rubberslang-mantels;
- (5) 'n latex-dompelmasjien bedien;
- (6) 'n masjien bedien vir die splitsing en/of splyting van gevulkaniseerde rubberdraad en/of -stroke;
- (7) produkteverspreier;
- (8) garing opdraai of om tolle, keëls of kaastolle draai;

"Grade IV employee" means an employee who is engaged in any one or more of the following capacities or operations:

- (1) Canteen cook;
- (2) operating an extruding and vulcanising machine;
- (3) operating a machine for covering rubber yarns with textile yarns;

(4) operating a machine for rubberising the inside of hoses; "mould maker" means an employee who is engaged in making moulds by mixing plaster of paris and water and pouring the resultant paste into or onto forms;

"packer" means an employee who is engaged in packing goods and who may count such goods;

"products distributor" means an employee who is engaged in receiving foam products from sections of an establishment and distributing such products within the establishment;

"sorter" means an employee who is engaged in classifying or sorting products, other than foam products;

"tester" means an employee who is engaged in testing products by means of low pressure compressed air or who examines products for defects;

"wrapper" means an employee who is engaged in wrapping products in precut paper or aluminium foil;

(C) In all sections of the Industry, other than the Latex Section—

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

- (1) Assembling tins;
- (2) assembling wooden crates and similar containers for despatch packing purposes;
- (3) assisting an artisan, other than by the independent use of tools;
- (4) assisting on delivery vehicles, other than driving or effecting repairs;
- (5) baling or wrapping in packing materials for transport;
- (6) binding or strapping bales, boxes or other containers;
- (7) blank cutting and mass-measuring to fixed standard by hand;
- (8) cleaning furniture or kitchen utensils;
- (9) cleaning or washing, other than cleaning liners by machine;
- (10) cleaning, sponging or polishing moulded goods by hand;
- (11) cleaning or plucking poultry;
- (12) cleaning, scaling, cutting, filleting or slicing raw fish;
- (13) coiling extrusions into trays;
- (14) cutting extruded sections by hand;
- (15) cutting or perforating paper or cardboard;
- (16) cutting up rubber or rubber compounds from the bale by hand;
- (17) debanding by hand;
- (18) delivering or collecting messages, letters or goods on foot or by means of a bicycle or other non-power-driven vehicle;
- (19) emptying tanks or containers by hand;
- (20) feeding or taking off from machines or conveyor belts, other than feeding or taking off from mills;
- (21) filling, mass-measuring or labelling tins, cartons, drums or flasks by hand;
- (22) fireman;
- (23) gardening work, i.e., planting, digging, raking, mowing, weeding, watering, trimming hedges or spreading or mixing gardening materials;
- (24) lifting, carrying, moving, unpacking or stacking goods or articles by hand or by means of a power-driven but pedestrian controlled vehicle;
- (25) loading or unloading, other than loading or unloading presses;
- (26) making metal containers by machine;
- (27) making or maintaining fires (other than in a boiler), removing refuse or ashes or burning waste or damaged materials;
- (28) making tea or similar beverages for or serving tea or similar beverages to employees;
- (29) mass-measuring to set mass-measure or measuring to set measure;
- (30) opening or closing doors or boxes, drums, bales or other packages;
- (31) operating a non-power-driven or an electric hoist;
- (32) peeling or paring vegetables or fruit by hand or hand-operated machine;
- (33) placing articles of uniform size and number into containers specially made to contain them;
- (34) placing foam into drying ovens or removing foam therefrom;
- (35) setting up by hand ready-made cardboard or fibre board boxes or similar containers;
- (36) sieving or drying chemicals, buffings or grindings;
- (37) sorting or baling articles or scrap;
- (38) stencilling, labelling or marking boxes, bales or other packages;

"werknemer, graad IV," 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Eethuiskok;
- (2) 'n uitdruk- en vulkaniseermasjien bedien;
- (3) 'n masjien bedien wat rubbergaring met tekstielgaring bedek;
- (4) 'n masjien bedien wat die binnekant van rubberslange rubberiseer;

"vormmaker" 'n werknemer wat vorms maak deur gips en water te meng en dié pasta in of op vorms te gooi;

"verpakker" 'n werknemer wat goedere verpak en wat sodanige goedere mag tel;

"produkteverspreider" 'n werknemer wat skuimprodukte van seksies van 'n bedryfsinrigting ontvang en sodanige produkte binne die bedryfsinrigting versprei;

"sorteerder" 'n werknemer wat produkte klassifiseer of sorteer, uitgesonderd skuimprodukte;

"toets" 'n werknemer wat produkte deur middel van saamgeperste lug onder lae druk toets of wat produkte vir foute ondersoek;

"toedraaier" 'n werknemer wat produkte in vooraf gesnyde papier of bladaluminium toedraai;

(C) In alle seksies van die Nywerheid, uitgesonderd die Latex-seksie—

"werknemer, graad I," 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Blikke bymekaarmaak;
- (2) houtkrate en dergelike houers vir verpakkings- en versendingsdoeleindes aanmekaarsit;
- (3) 'n ambagsman behulpsaam wees, uitgesonderd deur die selfstandige gebruik van gereedskap;
- (4) op aflewingsvoertuie behulpsaam wees, uitgesonderd die voertuie dryf of herstel;
- (5) baal of in verpakkingsmateriaal toedraai vir vervoer;
- (6) bale, kiste of ander houers vasbind of vasgespe;
- (7) met die hand ru-stukke volgens vasgestelde standaard sny en massameet;
- (8) meubels of kombuisgerei skoonmaak;
- (9) skoonmaak of was, uitgesonderd voerings met 'n masjien skoonmaak;
- (10) gevormde goedere met die hand skoonmaak, afspoon of poleer;
- (11) pluimvee skoonmaak of pluk;
- (12) rou vis skoonmaak, krap, sny, ontgraat of in skywe sny;
- (13) uitdruksels in panne oprol;
- (14) uitgedrukte seksies met die hand sny;
- (15) papier of karton sny of perforeer;
- (16) rubber of rubbermengsels uit die baal met die hand fyn sny;
- (17) spanrande met die hand verwyder;
- (18) boodskappe, briewe of goedere te voet of per fiets of ander nie-kragaangedrewe voertuig aflewer of afhaal;
- (19) tenks of houers met die hand leegmaak;
- (20) masjiene of vervoerbande voer of daarvan afneem, uitgesonderd meule voer of daarvan afneem;
- (21) blikke, kartonhouers, dromme of flesse met die hand vul, massameet of etiketteer;
- (22) stoker;
- (23) tuinwerk, d.w.s. plant, spit, hark, grassny, onkruid verwyder, natmaak, heinings sny of tuinstowwe spreid of meng;
- (24) goedere of artikels met die hand of met 'n krag- maar voetgangerbeheerde voertuig optel, dra, verplaas, uitpak of opstapel;
- (25) op- of aflaa, uitgesonderd die op- of aflaa van perse;
- (26) metaalhouers met 'n masjien maak;
- (27) vure maak of stook (uitgesonderd dié in 'n stoomketel), vullis of as verwyder of afval- of beskadigde materiaal verbrand;
- (28) tee of dergelike verseringsdranke vir werknemers maak of aan hulle bedien;
- (29) massameet volgens voorafgestelde massameter of meet volgens vasgestelde maat;
- (30) deure of kiste, dromme, bale of ander pakkette oop- of toemaak;
- (31) 'n nie-kragaangedrewe of 'n elektriese hystoestel bedien;
- (32) groente of vrugte met die hand of 'n handmasjien skil of afskil;
- (33) artikels van eenvormige grootte en getal in houers plaas wat spesiaal gemaak is om hulle te bevat;
- (34) skuim in drooggoonde plaas en daaruit verwyder;
- (35) klaargemaakte karton- of veselborddose of soortgelyke houers met die hand opstel;
- (36) chemikalieë, afwerksels of maalsels sif of droogmaak;
- (37) artikels of afval sorteer of baal;
- (38) kiste, bale of ander pakkette sjabloneer, etiketteer of merk;

- (39) stripping outer cloth from hose by machine;
- (40) transferring rubber or fabric into liners;
- (41) trimming foam flash or moulds for foam by hand;
- (42) using rubber or other stamps, where no discretion is involved;

(43) winding, re-winding, reboxing, joining or cleaning liners;

(44) withdrawing mandrels from hose or other products;

and includes an employee [other than any class of employee specifically mentioned in Part (C) of this subclause] who assists in any operation classified in Grades II to VII, inclusive;

"Grade II employee" means an employee who is engaged in any one or more of the following capacities or operations:

- (1) Buffing, covering or solutioning tennis ball cores;
- (2) buffing goods by hand or on an abrasive wheel or belt;
- (3) buffing or punching out tennis ball cups;
- (4) cleaning and/or lubricating mandrels and/or operating a mandrel straightening machine;
- (5) counting articles;
- (6) cutting bales of rubber by machine;
- (7) dipping, flapping or traying in making tennis balls;
- (8) duck slitting machine assistant;
- (9) edging cloth or setting cloth in packs for tennis balls;
- (10) feeding compounded rubber into a calender machine;
- (11) grading machine operator for vee belts;
- (12) grinding scrap by machine;
- (13) joining cured cord by hand;
- (14) jointing and/or lubricating flexible mandrels;
- (15) operating a machine for internal or external spiral armouring of hose;
- (16) operating a non-power-driven press;
- (17) operating an office duplicating, addressing, franking, or numbering machine;
- (18) operating a textile hose braiding machine;
- (19) outer cloth wrapping of hose by machine;
- (20) preparing metal parts, wheels and/or rollers for rubber bonding;
- (21) pressure testing of hose;
- (22) stripping lead from hose by machine;
- (23) tennis ball cup, core or cloth press operator;
- (24) trimming covered tennis balls;
- (25) trimming moulded goods by hand;
- (26) winding yarn or wire (other than hydraulic hose wire) onto bobbins;

"Grade III employee" means an employee who is engaged in any one or more of the following capacities or operations:

- (1) Assistant on a hydraulic or pneumatic press having a platen six metres and over;
- (2) bias cutting of fabric to template;
- (3) blending powders and rubber on mills;
- (4) building up vee belts;
- (5) chalking and blowing on hose tubes;
- (6) conveyor belt building table assistant;
- (7) cutting hose fabric or cover stock by hand;
- (8) cutting or grinding on a lathe (other than rollers);
- (9) cutting out cured units by hand;
- (10) dough or solution mixing machine operator;
- (11) drying and/or shrinking material on steam or electrically heated drier;
- (12) feeding hoppers of internal mixing mills;
- (13) hand wrapping of curved radiator hoses;
- (14) hose jointing or splicing;
- (15) making vacuum hose;
- (16) masticating, sheeting out, warming, cracking or breaking rubber on mills;
- (17) melton cloth spreading;
- (18) oiling or greasing machinery or vehicles;
- (19) operating a chalking machine;
- (20) operating a continuous vulcaniser unit for conveyor belt-
ing;
- (21) operating a doubling machine;
- (22) operating an extruding machine in making tennis balls;
- (23) operating any power-driven machine not specifically mentioned in part (C);
- (24) operating a refiner;

- (39) doek-omhulsel met 'n masjien van rubberslange afstroop;
- (40) rubber of doek in voerings oorplaas;
- (41) skuimlae of vorms vir skuim met die hand regsny;
- (42) rubber- of ander stempels gebruik waar daar geen diskresie vereis word nie;
- (43) voerings opdraai, heropdraai, herbekis, las of skoonmaak;
- (44) drewels uit rubberslange of ander produkte verwyder;

en omvat dit 'n werknemer [uitgesonderd enige klas werknemer wat uitdruklik in Deel (C) van hierdie subklousule genoem word] wat behulpsaam is by enige werksaamheid wat in grade II tot en met VII ingedeel is;

"werknemer, graad II," 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Tennisbalkerns afwerk, oortrek of met rubberlym bestryk;
- (2) goedere met die hand of op 'n skuurwiel of -band afwerk;
- (3) tennisbaldoppe afwerk of uitpons;
- (4) drewels skoonmaak en/of smeer en/of 'n drewelrigmasjien bedien;
- (5) artikels tel;
- (6) rubberbale met 'n masjien sny;
- (7) indoop, buitestroke aanbring of panwerk by die maak van tennisballe;
- (8) assistent vir 'n masjien wat katoenseildoek splyt;
- (9) doek afrand of in pakke regsit vir tennisballe;
- (10) gemengde rubber in 'n kalandermasjien voer;
- (11) gradeermasjienbediener vir V-bande;
- (12) afval met 'n masjien maal;
- (13) gevulkaniseerde koord met die hand las;
- (14) buigsame drewels las en/of smeer;
- (15) 'n masjien vir die binne- en buitespiraalpantsering van rubberslange bedien;
- (16) 'n nie-kragpers bedien;
- (17) 'n kantoorafrol-, -adreseer-, -frankeer- of -nommermasjien bedien;
- (18) 'n rubberslangtekstielomvlegmasjien bedien;
- (19) rubberslange met 'n masjien buite om met doek toedraai;
- (20) metaalonderdele, wiele en/of rollers vir rubberverbinding voorberei;
- (21) druktoetsing van rubberslange;
- (22) lood met 'n masjien van rubberslange afstroop;
- (23) persbediener vir tennisbaldoppe, -kerns of -doek;
- (24) oorgetrekte tennisballe afwerk;
- (25) gevormde goedere met die hand afwerk;
- (26) garing of draad (uitgesonderd hidroulieserubberslangdraad) op tolle opdraai;

"werknemer, graad III," 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Assistent vir 'n hidrouliese of lugpers met 'n drukplaat van ses meter en langer;
- (2) skuinssny van doek volgens leipatroon;
- (3) poeiers en rubber op meule meng;
- (4) V-bande opbou;
- (5) kalk- en blaaswerk aan rubberslange;
- (6) assistent vir vervoerbandboutafel;
- (7) rubberslangdoek of -oortrekmateriaal met die hand sny;
- (8) op 'n draaibank (uitgesonderd rollers) sny of maal;
- (9) gevulkaniseerde eenhede met die hand uitsny;
- (10) bediener van 'n pap- of rubberlymmengmasjien;
- (11) materiaal op 'n stoom- of elektriese verhitte droër droog-
maak en/of krimp;
- (12) tregters van binnemengmeule voer;
- (13) geboë verkoelerslange met die hand toedraai;
- (14) rubberslange las of splits;
- (15) vakuumslange maak;
- (16) rubber op meule plastiseer, uitrol, verwarm, kraak of breek;
- (17) meltondoek uitsprei;
- (18) masjinerie of voertuie olie of smeer;
- (19) 'n kalkmasjien bedien;
- (20) 'n deurlopende vulkaniseereenheid vir vervoerbande bedien;
- (21) 'n verdubbellingsmasjien bedien;
- (22) 'n uitdrukmasjien by die maak van tennisballe bedien;
- (23) enige kragmasjien bedien wat nie uitdruklik in deel (C) genoem word nie;
- (24) 'n raffineermasjien bedien;

(25) operating a repetition machine (including sole and heel punching, gasket punching, punching rubber discs, cutting washers and cutting with a guillotine machine);

(26) patching or repairing finished vulcanised articles;

(27) punching melton cloth on clicker;

(28) repetition building-up work (including applying rubber or solution to metal parts preparatory to moulding or to roller spindles);

(29) sanding sheet rubber by machine;

(30) sand or shot blasting machine operator;

(31) trimming rubber articles by machine;

(32) vacuum moulding;

(33) vulcaniser attendant;

(34) winding hydraulic hose wire onto bobbins;

"Grade IV employee" means an employee who is engaged in any one or more of the following capacities or operations:

(1) Building bladders or five finger gloves by hand;

(2) building drum built belts;

(3) canteen cook;

(4) conveyor or transmission belt splicing;

(5) feeding cloth into calender for coating;

(6) operating a bias cutting machine;

(7) operating a continuous vulcaniser for vee belts and profiles;

(8) operating a drum wrapping machine for vulcanising;

(9) operating a fabric spreading machine;

(10) operating a hydraulic or pneumatic press having platen under six metres long;

(11) operating an internal mixing mill;

(12) operating a machine for making and/or applying rubber cover to reinforced hose over five metres long;

(13) operating a machine for splitting cured sheet rubber;

(14) operating a plant for the continuous manufacture of hose;

(15) operating a wire braided hydraulic hose braiding machine;

(16) precision blank preparation by preforming methods;

(17) rubber to metal worker;

(18) slabbing sheet rubber to gauge;

"Grade V employee" means an employee who is engaged in any one or more of the following capacities or operations:

(1) Examining semi-processed or finished products in accordance with predetermined standards;

(2) inspecting and repairing vulcanised conveyor belts;

(3) making reinforced hose by hand;

(4) making truly endless flat transmission belts;

(5) mass-measuring and assembling ingredients into batches for mixing;

(6) operating a duck slitting machine;

(7) operating an extruding machine;

(8) operating an open mixing mill;

(9) operating a spreading machine for the proofing trade;

(10) precision building, cutting, grinding, buffing or polishing rollers on a lathe;

"Grade VI employee" means an employee who is engaged in any one or more of the following capacities or operations:

(1) Cutting or slitting cured transmission and/or conveyor belting;

(2) operating a calender machine;

(3) operating a conveyor belt building machine;

(4) operating a hydraulic or pneumatic press having platen six metres and over;

(5) operating an automatic batch-off machine;

(6) setting up and controlling plant for the continuous manufacture of hose;

"Grade VII employee" means an employee who is engaged in any one or more of the following capacities or operations:

(1) Operating a lead press;

(2) operating a multi-headed drill for suction press rollers;

(3) setting up and controlling a continuous vulcanising unit—

(i) for extruded profiles, in conjunction with an extruder; or

(ii) for conveyor belts.

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

(25) 'n herhaalingswerkmasjien bedien (met inbegrip van sole en hakke pons, pakkings pons, rubberskywe pons, wasters sny en met 'n guillotine masjien sny);

(26) klaar gevulkaniseerde artikels lap of herstel;

(27) meltendoek op 'n uitsnyer pons;

(28) herhalingsopbouwerk (met inbegrip van die aanbring van rubber of rubberlym op metaalonderdele voor vorming of op rolspille);

(29) plaatrubber met 'n masjien afskuur;

(30) bediener van 'n sandstraal- of haelspuitmasjien;

(31) rubberartikels met 'n masjien afwerk;

(32) vakuumbvorming;

(33) vulkaniseermasjienversorger;

(34) hidroulieserubberslangdraad op tolle opdraai;

"werknemer, graad IV," 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

(1) Blase of vyfvingerhandskoene met die hand maak;

(2) trommelgeboude bande opbou;

(3) eethuiskok;

(4) vervoer- of dryfbande las;

(5) doek vir oortrekwerk in 'n kalander masjien voer;

(6) 'n skuinssny masjien bedien;

(7) 'n deurlopende vulkaniseermasjien vir V-bande en profiele bedien;

(8) 'n trommeltoedraaimasjien vir vulkanisering bedien;

(9) 'n doekspreimasjien bedien;

(10) 'n hidrouliese of lugpers met drukplaat wat minder as ses meter lank is bedien;

(11) 'n binnemengmeul bedien;

(12) 'n masjien bedien vir die maak en/of aanbring van rubberbedekking aan versterkte rubberslange wat langer as vyf meter is;

(13) 'n masjien bedien vir die splitsing van gevulkaniseerde plaatrubber;

(14) 'n installasie bedien vir die deurlopende vervaardiging van rubberslange;

(15) 'n omvlegmasjien bedien wat hidrouliese rubberslange met draad omvleg;

(16) presisie-uitsnyvoorbereiding deur vormingsmetodes;

(17) rubber-op-metaal-werker.

(18) rubbervelle volgens vereiste dikte op plate vorm;

"werknemer, graad V," 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

(1) Halfverwerkte of klaar produkte volgens vooraf bepaalde standaarde nagaan;

(2) gevulkaniseerde vervoerbande inspekteer en herstel;

(3) versterkte rubberslange met die hand maak;

(4) plat dryfbande sonder ente maak;

(5) bestanddele massameet en in bondels bymekaarsit vir vermenging;

(6) 'n masjien bedien wat katoenseildoek splyt;

(7) 'n uitdrukmasjien bedien;

(8) 'n oopmengmeul bedien;

(9) 'n spreimasjien vir die digtingsbedryf bedien;

(10) presisiebou, -sny, -slyp, -skuur of -poleer van rollers op 'n draaibank;

"werknemer, graad VI," 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

(1) Gevulkaniseerde dryf- en/of vervoerbande sny of splyt;

(2) 'n kalander masjien bedien;

(3) 'n masjien bedien wat vervoerbande opbou;

(4) hidrouliese of lugpers met drukplaat van ses meter en langer bedien;

(5) 'n outomatiese lot-afmeetmasjien bedien;

(6) 'n installasie opstel en kontroleer vir die deurlopende vervaardiging van rubberslange;

"werknemer, graad VII," 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

(1) 'n Loodpers bedien;

(2) 'n meerkoppige boor vir suigpersrollers bedien;

(3) 'n deurlopende vulkaniseereenheid opstel en kontroleer—

(i) vir uitgedrukte profiele, saam met 'n uitdrukker; of

(ii) vir vervoerbande.

(b) By die roepassing van hierdie Vasstelling word 'n werknemer geag in dié klas te wees waarin hy uitluitlik of hoofsaaklik in diens 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) To all employees, other than casual employees:

(i) In all sections of the Industry:

	In all areas	
	During the first 12 months after this Determination becomes binding	Thereafter
	Per week R	Per week R
Artisan.....	64,00	68,00
Assistant foreman.....	60,00	64,50
Boiler attendant.....	20,30	22,30
Chauffeur.....	22,00	24,00
Clerk, female, unqualified—		
during the first year of experience.....	23,08	25,62
during the second year of experience....	25,62	28,15
during the third year of experience.....	28,15	30,69
during the fourth year of experience....	30,69	33,23
thereafter, as qualified.....	33,23	35,77
Clerk, male, unqualified—		
during the first year of experience.....	25,38	27,69
during the second year of experience....	30,00	32,31
during the third year of experience.....	34,62	36,92
during the fourth year of experience....	39,23	41,54
during the fifth year of experience.....	43,85	46,15
thereafter, as qualified.....	48,46	50,77
Driver of a motor vehicle the unladen mass of which together with the unladen mass of any trailer or trailers drawn by such vehicle—		
(i) does not exceed 450 kg.....	22,00	24,00
(ii) exceeds 450 kg but not 2 700 kg....	28,00	30,00
(iii) exceeds 2 700 kg but not 4 500 kg..	34,00	36,00
(iv) exceeds 4 500 kg.....	40,00	42,00
Factory clerk, unqualified—		
during the first six months' experience..	20,00	22,00
during the second six months' experience thereafter, as qualified.....	22,50	24,75
First-aid attendant.....	23,40	25,70
Foreman.....	68,00	73,00
Gateman.....	21,60	23,75
Group leader.....	40,00	43,00
Handyman.....	29,00	32,00
Instructor.....	34,00	37,00
Laboratory assistant.....	31,00	34,00
Maintenance man.....	40,00	43,00
Mobile hoist operator, unqualified—		
during the first three months' of experience thereafter, as qualified.....	18,35	20,15
Part-time driver of a motor vehicle.....	22,00	24,00
Shift supervisor.....	45,00	48,00
Traveller, unqualified—		
during the first year of experience.....	48,46	53,08
during the second year of experience....	53,08	57,69
during the third year of experience.....	57,69	62,31
during the fourth year of experience....	62,31	66,92
thereafter, as qualified.....	66,92	71,54
Traveller's assistant.....	22,00	24,00
Watchman.....	20,30	22,30
Employee not specifically mentioned elsewhere in this subclause, male.....	19,00	20,90
Employee not specifically mentioned elsewhere in this subclause, female.....	15,20	16,75
Chargehand: The highest wage prescribed in this subclause for the highest class of employee in his charge in the area in which he works plus five per cent.		

3. BESOLDIGING

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

(a) Aan alle werknemers, uitgesonderd los werknemers:

(i) In alle seksies van die Nywerheid:

	In alle gebiede	
	Gedurende die eerste 12 maande nadat hierdie Vasstelling bindend word	Daarna
	Per week R	Per week R
Ambagsman.....	64,00	68,00
Assistent-voorman.....	60,00	64,50
Ketelbediener.....	20,30	22,30
Chauffeur.....	22,00	24,00
Klerk, vrou, ongekwalifiseerd—		
gedurende die eerste jaar ondervinding..	23,08	25,62
gedurende die tweede jaar ondervinding..	25,62	28,15
gedurende die derde jaar ondervinding...	28,15	30,69
gedurende die vierde jaar ondervinding..	30,69	33,23
daarna, as gekwalifiseerd.....	33,23	35,77
Klerk, man, ongekwalifiseerd—		
gedurende die eerste jaar ondervinding..	25,38	27,69
gedurende die tweede jaar ondervinding..	30,00	32,31
gedurende die derde jaar ondervinding..	34,62	36,92
gedurende die vierde jaar ondervinding..	39,23	41,54
gedurende die vyfde jaar ondervinding..	43,85	46,15
daarna, as gekwalifiseerd.....	48,46	50,77
Drywer van 'n motorvoertuig waarvan die onbelaste massa, saam met die onbelaste massa van enige sleepwa of sleepwaens wat deur so 'n voertuig getrek word—		
(i) hoogstens 450 kg is.....	22,00	24,00
(ii) meer as 450 kg maar hoogstens 2 700 kg is.....	28,00	30,00
(iii) meer as 2 700 kg maar hoogstens 4 500 kg is.....	34,00	36,00
(iv) meer as 4 500 kg is.....	40,00	42,00
Fabrieksklerk, ongekwalifiseerd—		
gedurende die eerste ses maande ondervinding.....	20,00	22,00
gedurende die tweede ses maande ondervinding.....	22,50	24,75
daarna, as gekwalifiseerd.....	25,00	27,50
Eerstehulpbediener.....	23,40	25,70
Voorman.....	68,00	73,00
Hekwagter.....	21,60	23,75
Groepelier.....	40,00	43,00
Faktotum.....	29,00	32,00
Instrukteur.....	34,00	37,00
Laboratoriumassistent.....	31,00	34,00
Onderhoudsman.....	40,00	43,00
Bediener van 'n mobiele hystoestel, ongekwalifiseerd—		
gedurende die eerste drie maande ondervinding.....	18,35	20,15
daarna, as gekwalifiseer.....	20,30	22,30
Deeltydse drywer van 'n motorvoertuig....	22,00	24,00
Skopsigter.....	45,00	48,00
Handelsreisiger, ongekwalifiseerd—		
gedurende die eerste jaar ondervinding..	48,46	53,08
gedurende die tweede jaar ondervinding..	53,08	57,69
gedurende die derde jaar ondervinding..	57,69	62,31
gedurende die vierde jaar ondervinding..	62,31	66,92
daarna, as gekwalifiseerd.....	66,92	71,54
Handelsreisiger se assistent.....	22,00	24,00
Wag.....	20,30	22,30
Werknemer wat nie elders in hierdie subklousule uitdruklik genoem word nie, man	19,00	20,90
Werknemer wat nie elders in hierdie subklousule uitdruklik genoem word nie, vrou	15,20	16,75
Onderbaas: Die hoogste loon wat in hierdie subklousule voorgeskryf word vir die hoogste klas werknemer onder sy beheer in die gebied waarin hy werk, plus vyf persent.		

(ii) *In the Latex Section of the Industry:*

	In all areas	
	During the first 12 months after this Determination becomes binding	Thereafter
	Per week R	Per week R
Grade I employee, female.....	14,40	15,85
Grade I employee, male, under the age of 18 years.....	13,50	14,85
Grade I employee, male, 18 years and over	18,00	19,80
Grade II employee.....	19,25	21,05
Grade III employee, unqualified— during the first three months' of experience thereafter, as qualified.....	19,25 20,70	21,05 22,50
Grade IV, employee, unqualified— during the first six months' of experience thereafter, as qualified.....	20,70 22,35	22,50 24,15

(iii) *In all sections of the Industry other than the Latex Section.*

	In all areas	
	During the first 12 months after this Determination becomes binding	Thereafter
	Per week R	Per week R
Grade I employee, female.....	14,40	15,85
Grade I employee, male, under the age of 18 years.....	13,50	14,85
Grade I employee, male, 18 years and over	18,00	19,80
Grade II employee.....	19,25	21,05
Grade III employee, unqualified— during the first three months of experience thereafter, as qualified.....	19,25 20,70	21,05 22,50
Grade IV employee, unqualified— during the first six months of experience.. thereafter, as qualified.....	20,70 22,35	22,50 24,15
Grade V employee, unqualified— during the first six months of experience.. during the second six months of experience thereafter, as qualified.....	22,35 24,20 26,05	24,15 26,00 27,85
Grade VI employee, unqualified— during the first six months of experience.. during the second six months of experience thereafter, as qualified.....	26,05 28,20 30,35	27,85 30,00 32,15
Grade II employee, unqualified— during the first six months of experience.. during the second six months of experience thereafter, as qualified.....	30,35 32,90 35,45	32,15 34,70 37,25

(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—

(i) 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;

(ii) *In die Latex-seksie van die Nywerheid:*

	In alle gebiede	
	Gedurende die eerste 12 maande nadat hierdie Vasstelling bindend word	Daarna
	Per week R	Per week R
Werknemer graad I, vrou.....	14,40	15,85
Werknemer graad I, man, onder 18 jaar....	13,50	14,85
Werknemer graad I, man, 18 jaar en ouer..	18,00	19,80
Werknemer graad II.....	19,25	21,05
Werknemer graad III, ongekwalifiseerd— gedurende die eerste drie maande onder- vinding.....	19,25	21,05
daarna, as gekwalifiseerd.....	20,70	22,50
Werknemer graad IV, ongekwalifiseerd— gedurende die eerste ses maande onder- vinding.....	20,70	22,50
daarna, as gekwalifiseer.....	22,35	24,15

(iii) *In alle seksies van die Nywerheid, uitgesonderd die Latex-seksie:*

	In alle gebiede	
	Gedurende die eerste 12 maande nadat hierdie Vasstelling bindend word	Daarna
	Per week R	Per week R
Werknemer graad I, vrou.....	14,40	15,85
Werknemer graad I, man, onder 18 jaar....	13,50	14,85
Werknemer graad I, man, 18 jaar en ouer..	18,00	19,80
Werknemer graad II.....	19,25	21,05
Werknemer graad III, ongekwalifiseerd— gedurende die eerste drie maande onder- vinding.....	19,25	21,05
daarna, as gekwalifiseerd.....	20,70	22,50
Werknemer graad IV, ongekwalifiseerd— gedurende die eerste ses maande onder- vinding.....	20,70	22,50
daarna, as gekwalifiseerd.....	22,35	24,15
Werknemer graad V, ongekwalifiseerd— gedurende die eerste ses maande onder- vinding.....	22,35	24,15
gedurende die tweede ses maande onder- vinding.....	24,20	26,00
daarna, as gekwalifiseerd.....	26,05	27,85
Werknemer graad VI, ongekwalifiseerd— gedurende die eerste ses maande onder- vinding.....	26,05	27,85
gedurende die tweede ses maande onder- vinding.....	28,20	30,00
daarna, as gekwalifiseerd.....	30,35	32,15
Werknemer graad VII, ongekwalifiseerd— gedurende die eerste ses maande onder- vinding.....	30,35	32,15
gedurende die tweede ses maande onder- vinding.....	32,90	34,70
daarna, as gekwalifiseerd.....	35,45	37,25

(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—

(i) waar die werkgever van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" beteken die weekloon wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

(ii) 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 in respect of such day.

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

(3) *Differential wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than 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) 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 prescribed wage is the same as or lower 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 ordinary hours of work prescribed for such employee in any week.

(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 any 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 traveller who uses his employer's motor transport or who is required to travel by train or any other means of conveyance than his own, his employer shall re-imburse him all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purposes of this subclause the cost of overnight garaging of motor transport shall be deemed to be a transport expense;

(b) a traveller who is required to provide motor transport for the performance of his duties, his employer shall pay him for each kilometre travelled in the performance of his duties a transport allowance of not less than—

(i) where the engine capacity of the vehicle in which the employee so travelled does not exceed 1 250 cm³: 6,8c;

(ii) where the engine capacity of such vehicle exceeds 1 250 cm³ but not 2 500 cm³: 8,1c;

(iii) where the engine capacity of such vehicle exceeds 2 500 cm³: 10,6c.

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

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

(i) reimburse him all reasonable expenses 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 R8 for each night where such absence extends over one or more nights;

(ii) waar die werkgewer 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 ten opsigte van sodanige dag verminder kan word.

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

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

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

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

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

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

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

Met dien verstande dat—

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

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

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

(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 enige ander werknemer.

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

(b) 'n handelsreisiger van wie vereis word om 'n motorvoertuig vir die uitvoering van sy pligte te verskaf, moet sy werkgewer hom vir elke kilometer wat hy in die uitvoering van sy pligte afgelê het, 'n vervoertoelae betaal van minstens—

(i) waar die enjinkapasiteit van die voertuig waarmee die werknemer aldus gereis het hoogstens 1 250 cm³ is: 6,8c;

(ii) waar die enjinkapasiteit van sodanige voertuig meer as 1 250 cm³ maar hoogstens 2 500 cm³ is: 8,1c;

(iii) waar die enjinkapasiteit van sodanige voertuig meer as 2 500 cm³ is: 10,6c.

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

(a) 'n handelsreisiger 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 werkgewer se bedryfsinrigting afwesig is—

(i) moet sy werkgewer 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 werkgewer hom 'n onderhoudstoelae van minstens R8 vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;

(b) a traveller's assistant who, accompanying a traveller on any journey undertaken by the traveller in the performance of his duties, is absent from 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 reasonable expenses 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 R3,50 for each night where such absence extends over one or more nights;

Provided that for the purposes of this subclause the expression "night" means the period between 23h00 and 04h00.

(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 traveller 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 distance 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 his traveller to comply with such a requirement, such employer shall, before any such journey is undertaken by such traveller, provide him with a suitable book or forms in or on which to keep suitable records.

(8) *Night shift allowance.*—(a) An employer who requires or permits his employee to work night shift shall pay such employee, in addition to his wage, an allowance of not less than 10 per cent of his hourly wage for each hour or part of an hour worked by such employee on night shift within his ordinary hours of work.

(b) The provisions of paragraph (a) hereof shall not apply to—

(i) a canteen employee, a chauffeur, a first-aid attendant, a gateman or a watchman;

(ii) an employee whose attendance is necessary at night in connection with the generation of light or power; or

(iii) an employee who is regularly in receipt of a wage at a rate of not less than R300 per month.

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 15 minutes of ceasing work, on the usual pay-day of the establishment for such employee (or in the case of a shift worker or a continuous process worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a 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 of 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 referred to in clause 8 (1) or during his free period;

(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;

(b) 'n handelsreisiger se assistent wat, wanneer hy 'n handelsreisiger vergesel op enige reis wat die handelsreisiger 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 R3,50 vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;

Met dien verstande dat by die toepassing van hierdie subklousule die uitdrukking "nag" die tydperk tussen 23h00 en 04h00 beteken.

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

(b) 'n Werkgever kan van sy handelsreisiger vereis om 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 waarvoor hy vergoeding eis;

(ii) in die geval van 'n eis ingevolge subklousule (5) (b), die afstand 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 handelsreisiger onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word.

(8) *Nagskofftoelae.*—(a) 'n Werkgever wat van sy werknemer vereis of hom toelaat om nagskof te werk, moet aan so 'n werknemer, benewens sy loon, 'n toelae betaal van minstens 10 persent van sy uurloon vir elke uur of deel van 'n uur wat so 'n werknemer nagskof binne sy gewone werkure gewerk het.

(b) Paragraaf (a) hiervan is nie van toepassing nie op—

(i) 'n eethuiswerknemer, 'n chauffeur, 'n eerstehulpbediener, 'n hekwagter of 'n wag;

(ii) 'n werknemer wie se teenwoordigheid snags nodig is in verband met die ontwikkeling van lig of krag;

(iii) 'n werknemer wat gewoonlik 'n loon van minstens R300 per maand ontvang.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousules 3 (7) en 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer (of in die geval van 'n skofwerker of 'n deurlopendeproseswerker, op 'n tydstop waarvoor sodanige werkgever en sy werknemer ooreengekom het en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar nie later nie as 24 uur na die gewone betaaldag) of by diensbeëindiging as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëlde koevert of houër wees waarop, of wat vergesel moet gaan van 'n staat waarop gemeld word—

(a) die werkgever se naam;

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

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

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

(e) die getal ure wat die werknemer op 'n Sondag, 'n openbare vakansiedag in klousule 8 (1) bedoel, of gedurende sy vry periode gewerk het;

(f) die werknemer se loon;

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

(h) besonderhede van enige bedrag wat afgetrek is;

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

(j) die tydperk waarvoor die betaling geskied;

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 (12) (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) Consolidated Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

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

Provided that he may make the following:

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

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

(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.....	1,30	5,63
(ii) Lodging.....	0,70	3,04
(iii) Board and lodging.....	2,00	8,67

(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, or has undertaken to pay, to any Bantu Affairs Administration Board 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 Board.

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

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

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

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

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

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

(ii) voornoemde inligting betreffende tyd gewerk nie verstrek hoef te word aan 'n werknemer wat ingevolge klousule 5 (12) (a) of (b) van die werkerebepalings uitgesluit is nie.

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

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

(4) *Koop van goedere.*—'n Werkgewer 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 inwoning.*—Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om kos of inwoning of kos en inwoning van hom of van enigiemand anders of op 'n plek deur hom aangewys, aan te neem nie.

(6) *Aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes oplê 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-, mediese hulp-, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir ledegelde van vakverenigings;

(b) behoudens andersluidende bepalinge in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werk-gewer 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 werk-gewer regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;

(d) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werk-gewer aan te neem, 'n bedrag van hoogstens:

	Per week	Per maand
	R	R
(i) Kos.....	1,30	5,63
(ii) Inwoning.....	0,70	3,04
(iii) Kos en inwoning.....	2,00	8,67

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

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

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

(iii) geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens 'n onklaarraking van installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werk-gewer 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 werk-gewer betaal het of onderneem het om te betaal aan 'n Bantoesake-administrasieraad ten opsigte van die huur van 'n huis of vir huisvesting in 'n tehuis wat die werknemer in 'n lokasie of Bantodorp onder die beheer van so 'n Raad bewoon.

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

(1) *Gewone werkure.*—'n Werkgewer mag nie van 'n werknemer, uitgesonderd 'n los werknemer of 'n deurlopendeproseswerker, 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) 46 in 'n week van Maandag tot en met Saterdag; en

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

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

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

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

(2) An employer shall not require or permit a continuous process worker to work—

(a) more ordinary hours of work than—

(i) 48 in any week from Sunday to Saturday, inclusive: Provided that any ordinary hours of work worked by a continuous process worker in any week in excess of 46 hours shall be paid for at a rate of not less than one and one-third times his ordinary wage, but this proviso shall not apply to a continuous process worker who normally works a five-day week;

(ii) eight on any shift;

(b) more than six shifts in any week: Provided that—

(i) all shifts worked shall normally be interrupted by not less than eight hours;

(ii) an employer may require or permit his continuous process worker to work not more than seven shifts in any one week during any period of three consecutive weeks; and

(iii) the ordinary hours of work of a continuous process worker shall not exceed 144 hours in any such period of three consecutive weeks.

(3) 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.

(4) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour, during which interval such employee shall not be required or permitted to perform any work, and such interval shall 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 (v) applies, shall be deemed to be continuous;

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

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

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

(vi) 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;

(vii) such interval need not be granted to a continuous process worker or boiler attendant, a fireman or a member of the maintenance staff during his ordinary hours of work on any shift if he is given the opportunity during such hours of having a meal while at his post, unless this is prohibited by virtue of any notice published in terms of section 27 of the Factories, Machinery and Building Work Act, 1941.

(5) An employer shall grant to each of his continuous process workers one free period of not less than 24 consecutive hours in every week, but if an employer requires or permits such a worker to work during his free period, the hours worked shall not form part of the ordinary hours of work prescribed in subclause (2).

(6) (a) Every employer who employs continuous process workers shall, prior to the commencement of each shift cycle, display prominently in a conspicuous place upon his premises to be determined by him, a notice or time-table indicating the shifts which each such worker will be required to work during the ensuing shift cycle and the free periods of each such worker.

(b) The employer shall retain such notice or time-table for a period of three years subsequent to the date thereof.

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

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

(i) 46 in 'n week van Maandag tot en met Vrydag; en

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

(2) 'n Werkgewer mag nie van 'n deurlopendeproseswerker vereis of hom toelaat om—

(a) meer gewone werkure te werk nie as—

(i) 48 in 'n week van Sondag tot en met Saterdag: Met dien verstande dat 'n deurlopendeproseswerker vir elke gewone werkuur wat hy bo en behalwe 46 in 'n week werk, betaal moet word teen 'n skaal van minstens een en 'n derde maal sy gewone loon, maar hierdie voorbehoudsbepaling is nie van toepassing op 'n deurlopendeproseswerker wat gewoonlik 'n werksweek van vyf dae het nie;

(ii) agt in enige skof;

(b) meer as ses skofte in enige week te werk nie: Met dien verstande dat—

(i) alle skofte wat gewerk word normaalweg deur minstens agt ure onderbreek word;

(ii) 'n werkgewer van sy deurlopendeproseswerker kan vereis of hom toelaat om hoogstens sewe skofte in enige week gedurende enige tydperk van drie agtereenvolgende weke te werk; en

(iii) die gewone werkure van 'n deurlopendeproseswerker hoogstens 144 in enige sodanige tydperk van drie agtereenvolgende weke mag wees.

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

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

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

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

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

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

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

(vi) 'n drywer 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 gewerk het nie;

(vii) sodanige pouse nie aan 'n deurlopendeproseswerker of ketelbediener, stoker of lid van die onderhoudspersoneel toegestaan hoef te word gedurende sy gewone werkure op enige skof nie indien aan hom gedurende sodanige ure die geleentheid verskaf word om 'n ete te nuttig terwyl hy op sy pos bly, tensy dit verbied word ooreenkomstig 'n kennisgewing wat ingevolge artikel 27 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gepubliseer is.

(5) 'n Werkgewer moet elke week aan elkeen van sy deurlopendeproseswerkers een vry periode van minstens 24 agtereenvolgende ure toestaan, maar indien 'n werkgewer van sodanige werker vereis of hom toelaat om gedurende sy vry periode te werk, maak die ure wat gewerk is nie deel uit van die gewone werkure by subklousule (2) voorgeskryf nie.

(6) (a) Elke werkgewer wat deurlopendeproseswerkers in diens het, moet voor die aanvang van elke skofsiklus, op 'n opvallende plek in sy perseel wat hy self bepaal, 'n kennisgewing of rooster vertoon waarin die skofte wat elke sodanige werker gedurende die daaropvolgende skofsiklus sal moet werk en die vry periodes van elke sodanige werker gemeld word.

(b) Die werkgewer moet sodanige kennisgewing of rooster vir 'n tydperk van drie jaar na die datum daarvan bewaar.

(c) If no such notice or time-table is displayed, the free period of each such worker shall be deemed to commence at midnight on Saturday.

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

(8) *Hours of work to be consecutive.*—Save as provided in subclause (4), all hours of work of an employee on any day shall be consecutive.

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

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

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

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

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

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

(11) *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 18h00 and 06h00;

(b) after 13h00 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 45c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

(b) The provisions of this clause shall not apply to a watchman whose employer grants him a free period of 24 consecutive hours in 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.

(c) Subclauses (4), (7), (8) and (9) shall not apply to an employee while he is engaged on emergency work or to a chauffeur.

(d) Subclause (7) shall not apply to a boiler attendant, fireman, first-aid attendant, driver of a motor vehicle or to an employee assisting on a delivery vehicle.

6. ANNUAL LEAVE

(1) Subject to 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 traveller, traveller's assistant or watchman, 21 consecutive days' leave;

(b) in the case of any 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;

(c) Indien geen sodanige kennisgewing of rooster vertoon word nie, word daar geag dat die vry periode van elke sodanige werker om middernag op Saterdag begin.

(7) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke werkdag in die voor- en namiddag, aan elkeen van sy werknemers, uitgesonderd 'n deurlopendeproseswerker of 'n skofwerker, '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.

(8) *Werkure moet agtereenvolgend wees.*—Behoudens subklousule (4), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

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

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

(b) in die geval van enige ander werknemer, 10 uur in 'n week.

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

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

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

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

(a) tussen 18h00 en 06h00 te werk nie;

(b) op meer as vyf dae in 'n week na 13h00 te werk nie;

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

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

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

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

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

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

(iii) sodanige werknemer minstens 45c betyds betaal het om haar in staat te stel om 'n ete te verkry en dit te nuttig voordat sy met die oortydwerk moet begin.

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

(b) Hierdie klousule is nie van toepassing op 'n wag wie se werkgewer hom 'n vry periode van 24 agtereenvolgende ure in elke week diens toestaan nie: Met dien verstande dat—

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

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

(c) Subklousules (4), (7), (8) en (9) is nie van toepassing op 'n werknemer terwyl hy noodwerk verrig of op 'n chauffeur nie.

(d) Subklousule (7) is nie van toepassing op 'n ketelbediener, stoker, eerstehulpbediener, drywer van 'n motorvoertuig of op 'n werknemer wat op 'n afleweringsvoertuig behulpsaam is nie.

6. JAARLIKSE VERLOF

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

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

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

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

(i) in die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag van minstens drie maal 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 purposes of this clause—

(i) the weekly wage of a traveller who is employed on commission work shall be calculated by dividing the remuneration payable to him by virtue of his agreement in accordance with clause 9 (7) in respect of the 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;

(ii) the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section 20 (5) of the Factories, Machinery and Building Work Act, 1941.

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

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

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

(iii) if New Year's Day, Good Friday, Assencension Day, Republic 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 that—

(i) 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) 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) 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 subclause (1) (a), one fourth; and

(b) in the case of an employee referred to in subclause (1) (b), 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): Provided further that, subject to clause 12 (4), 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) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens twee maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het:

Met dien verstande dat, by die toepassing van hierdie klousule—

(i) die weekloon van 'n handelsreisiger wat kommissiewerk doen, bereken word deur die besoldiging wat uit hoofde van sy ooreenkoms ingevolge klousule 9 (7) aan hom betaalbaar is ten opsigte van die 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;

(ii) die weekloon van 'n werknemer wat stukwerk verrig, bereken word op die grondslag uiteengesit in artikel 20 (5) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941.

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

(i) as sodanige verlof nie eerder verleen is nie, dit, behoudens 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 werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet verleen met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

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

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

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

Met dien verstande—

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

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

(b) 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 by subklousule (1) voorgeskryf ten opsigte van so 'n termyn opge-loop 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 subklousule (1) (a) bedoel, een vierde van die weekloon; en

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

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever ten opsigte van 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen het, 'n eweredige bedrag kan aftrek: Voorts met dien verstande dat, behoudens klousule 12 (4), 'n werknemer—

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

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

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

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

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

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

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

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

(i) on leave in terms of this clause;

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

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

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

(c) any period during which an employee is absent undergoing military training or service 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 or service;

and employment shall be deemed to commence—

(i) in the case of an employee, who, before this Determination became binding, had 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 this Determination became binding 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 on which this Determination became binding, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave at any time, but not more than once in any period of 12 months close his establishment or a 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 the portion thereof in which he is employed, 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 purposes 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 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 any 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;

(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

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

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

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

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

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

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

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7;

(iii) op las of versoek van sy werkgever;

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

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

en word diens geag te begin—

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

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

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

(8) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgever vir die doel van jaarlikse verlof, te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy 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 werksaam is, nie geregtig is op die volle tydperk van die jaarlikse verlof by subklousule (1) (b) voorgeskryf nie moet, ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgever betaal word op die grondslag in subklousule (5) vermeld, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting of deel van die bedryfsinrigting, na gelang van die geval, aldus sluit.

7. SIEKTEVERLOF

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

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

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

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

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

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam

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, 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 more than two consecutive work-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, Republic 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 purposes 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;

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

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

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

(ii) any period during which an employee is absent undergoing military training or service 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 or service;

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

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

8. PUBLIC HOLIDAYS, SUNDAYS AND FREE PERIODS

(1) Subject to 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, Republic 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, Republic 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

minstens die ekwivalent van sy loon vir 20 of 24 werkdade, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande wat die werknemer bydraes betaal, verlaag kan word maar tot minstens die aanwaskoers in die eerste voorbehoudsbepaling van hierdie subklousule vermeld;

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

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

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

(a) vir langer as twee agtereenvolgende werkdade; of

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

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

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

(4) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1);

en wat in enige jaar hoogstens 10 weke beloop; en

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

en word enige tydperk van diens by dieselfde werkgever onmiddellik voordat hierdie Vaststelling bindend geword het, by die toepassing van hierdie klousule geag diens ingevolge hierdie Vaststelling te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Vaststelling verleen te wees;

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

8. OPENBARE VAKANSIEDAE, SONDAE EN VRY PERIODES

(1) Behoudens klousules 4 (6) en 6 (2), moet 'n werkgever aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, 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, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgever hom, behoudens klousule 4 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat, waar daar van

such day: Provided that where such an employee is required or permitted to work for less than four hours on such day he shall be deemed to have worked for four hours.

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

(a) pay the employee—

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

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

(4) Whenever a continuous process worker works on a Sunday his employer shall, subject to subclause (5), pay him at a rate of not less than one and one third times his ordinary wage in respect of the total period worked by him on such Sunday: Provided that work on a Sunday shall not attract payment for overtime over and above the rate of remuneration prescribed in this subclause.

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

(6) Whenever a continuous process worker or a shift worker works a shift which falls partly on any public holiday referred to in subclause (1) or on a Sunday 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.

(7) Subclauses (2) to (6), inclusive, shall not apply to—

(a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (12) (a);

(b) a casual employee or a watchman.

9. PIECE-WORK AND COMMISSION WORK

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

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

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

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

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

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

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

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

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

sodanige werknemer vereis of hy toegelaat word om minder as vier uur op so 'n dag te werk, hy geag moet word vier uur te gewerk het.

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

(4) Wanneer 'n deurlopendeproseswerker op 'n Sondag werk, moet sy werkgever hom, behoudens subklousule (5), minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die totale tydperk wat hy op sodanige Sondag werk: Met dien verstande dat werk op 'n Sondag nie betaling vir oortyd meebring wat die besoldiging in hierdie subklousule voorgeskryf, te bowe gaan nie.

(5) Wanneer 'n deurlopendeproseswerker gedurende sy vry periode werk, moet sy werkgever hom minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk wat hy gedurende sodanige vry periode werk: Met dien verstande dat hy minstens dubbel sy dagloon betaal moet word.

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

(7) Subklousules (2) tot en met (6) is nie van toepassing nie op—

(a) 'n werknemer wat ingevolge klousule 5 (12) (a) van die werkerebepalings uitgesluit is;

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

9. STUKWERK EN KOMMISSIEWERK

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

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

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

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

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

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

(5) 'n Handelsreisiger wat 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 bepalinge van die ooreenkoms bevat en wat moet insluit—

(a) die week- of maandloon aan die handelsreisiger betaalbaar, indien sodanige loon hoër is as dié wat by klousule 3

(1) vir so 'n handelsreisiger voorgeskryf word, asook die kommissietarief of -tariewe en die voorwaardes waarop hy die reg daarop verkry;

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

(c) the area in which the traveller is required or permitted to work;

(d) the type, description, number, quantity or value of orders (individual, weekly, monthly or otherwise) which the employer is from time to time prepared to accept; and

(e) the day of payment of commission in respect of orders accepted by the employer before termination of the contract of employment: Provided that such day of payment shall be not later than the last work-day of the month succeeding the month during which employment was terminated.

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

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

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

10. PROHIBITION OF EMPLOYMENT

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in servicable 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.

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

(d) die tipe, beskrywing, getal, hoeveelheid of waarde van die bestellings (individueel, weekliks, maandeliks of hoe ook al) wat die werkgewer van tyd tot tyd bereid is om te aanvaar; en

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

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

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

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

10. VERBOD OP INDIENSNEMING

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

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

12. BEËINDIGING VAN DIENSKONTRAK

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

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

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

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

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

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

Met dien verstande dat—

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

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

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

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

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

(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 or service which an employee is undergoing in pursuance of the Defence Act, 1957;

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

(4) Notwithstanding anything to the contrary in this Determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself from any moneys which he owes to such employee by virtue of any provisions of this Determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, the employee shall, for the purposes of clause 6 (5), be deemed to have paid the employer 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.

SCHEDULE

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

Date..... Signature of employer or
authorised representative

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

No. R. 589

15 April 1977

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

RUBBER AND RUBBER PRODUCTS INDUSTRY, CERTAIN AREAS

I, Stephanus Petrus Botha, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Wage Determination for the Rubber and Rubber Products Industry, published under Government Notice R. 588 of 15 April 1977, 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.

S. P. BOTHA, Minister of Labour.

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

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

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

(4) Ondanks andersluidende bepalings in hierdie Vasstelling mag 'n 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 sonder om sy werkgever te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer 'n werkgever 'n bedrag aldus aan homself toeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (5) geag word dat die werknemer die werkgever 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 werkgever by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik die vorm het soos in die Bylae van hierdie Vasstelling voorgeskryf en waarin die volle name van die werkgever en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld word.

BYLAE

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

Datum..... Handtekening van werkgever
of gemagtigde verteenwoordiger

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

No. R. 589

15 April 1977

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

RUBBER- EN RUBBERPRODUKTENYWERHEID, SEKERE GEBIEDE

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Loonvasstelling vir die Rubber- en Rubberproduktenywerheid gepubliseer by Goewermentskennisgewing R. 588 van 15 April 1977, oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

No. R. 590

15 April 1977

WAGE ACT, 1957

CANCELLATION OF THE PROVISIONS OF WAGE DETERMINATION 239

RUBBER AND RUBBER PRODUCTS INDUSTRY, CERTAIN AREAS

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 16 of the Wage Act, 1957, cancel, with effect from the second Monday after the date of publication of this notice, all the provisions of Wage Determination 239, published under Government Notice R. 888 of 21 June 1963.

S. P. BOTHA, Minister of Labour.

No. R. 590

15 April 1977

LOONWET, 1957

INTREKKING VAN DIE BEPALINGS VAN LOONVASSTELLING 239

RUBBER- EN RUBBERPRODUKTENYWERHEID, SEKERE GEBIEDE

Ek, Stephanus Petrus Botha, Minister van Arbeid, trek hierby in kragtens artikel 16 van die Loonwet, 1957, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, al die bepalings van Loonvasstelling 239, gepubliseer by Goewermentskennisgewing R. 888 van 21 Junie 1963.

S. P. BOTHA, Minister van Arbeid.

PHYTOPHYLACTICA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Entomology, Zoological Plant Pests, Nematology, Plant Pathology, Microbiology, Mycology, Taxonomic Studies, Biology and Control. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at 50 cents per copy or R2 per annum, post free (foreign 60 cents per copy or R2,40 per annum).

PHYTOPHYLACTICA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Entomologie, Dierkundige Plantplae, Nematologie, Plantpatologie, Mikrobiologie, Mikologie, Taksonomiese Studies, Biologie en Beheer. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienselike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

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AGROPLANTAE

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Agronomy, Ecology, Agrostology, Genetics, Agricultural Botany, Landscape Management, Herbicides, Plant Physiology, Plant Production and Technology, Pomology, Horticulture, Pasture Science and Viticulture. Four parts of the journal are published annually.

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