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GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
UTILISATION**

R.1277]

[26 June 1981

WAGE ACT, 1957

WAGE DETERMINATION 411

TEA, COFFEE AND CHICORY INDUSTRY,
CERTAIN AREAS

By direction of the Minister of manpower Utilisation 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 Tea, Coffee and Chicory Industry, Certain Areas, 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 THE DETERMINATION

- (i) This Determination shall apply to all employers and all their employees, other than managers, in the Tea, Coffee and Chicory Industry, as defined in subclause (ii), in the following areas:

GOEWERMENTSKENNISGEWINGS

**DEPARTEMENT VAN
MANNEKRAGBENUTTING**

R.1277]

[26 Junie 1981

LOONWET, 1957

LOONVASSTELLING 411

TEE-, KOFFIE- EN SIGOREINYWERHEID,
SEKERE GEBIEDE

In opdrag van die Minister van Mannekragsbenutting, 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 Tee-, Koffie- en Sigoreinywerheid, Sekere Gebiede, gemaak 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

- (i) Hierdie Vasstelling is van toepassing op alle werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Tee-, Koffie- en Sigoreinywerheid, soos omskryf in subklousule 1 (ii), in die volgende gebiede:

Cape Province.—The Magisterial Districts of Bellville, The Cape, Goodwood, Kuils River, Simonstown and Wynberg and the municipal areas of Clanwilliam, East London and Port Elizabeth.

Natal.—The Magisterial Districts of Durban, Inanda, Pietermaritzburg and Pinetown and the municipal area of Estcourt.

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

(ii) "Tea, Coffee and Chicory Industry" means the Industry in which employers and employees are associated for the purpose of performing any one or more of the following activities, viz—

- (a) The packing or wrapping of tea, coffee or chicory or any product used either for blending with coffee or chicory, or for adding to coffee or chicory;
 - (b) the roasting or grinding of coffee, chicory or any product used either for blending with coffee or chicory or for adding to coffee or chicory;
 - (c) the manufacture of ready-to-use tea or coffee powder, essences or extracts;
- and includes all operations incidental to or consequent on any of the aforesaid activities.

2. DEFINITIONS

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 for the purposes of this Determination an employee shall be deemed to be in that class in which he is wholly or mainly engaged; further, unless inconsistent with the context—

(1) "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 a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

(2) "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;

(3) "assistant roaster" means an employee who, under the general supervision of a roaster, operates a roasting machine and who may take samples to test the colour or the degree of a roast;

(4) "assistant roaster, qualified," means an assistant roaster who has had not less than 18 months' experience;

(5) "assistant roaster, unqualified," means an assistant roaster who has had less than 18 months' experience;

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

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

(8) "chargehand" means an employee who is in charge of a group of grade II employees;

(9) "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 employees, clients or visitors and which may be used for the conveyance of documents or parcels not containing the products of the establishment, except where such products are used or intended for use as samples;

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

(11) "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;

(12) "continuous-process worker" means an employee who is engaged in an activity in the instant coffee section in which continuous working by means of three consecutive shifts per day on seven days per week is necessary;

(13) "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;

(14) "despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may

Kaapprovinsie.—Die landdrosdistrikte Bellville, Die Kaap, Goodwood, Kuilsrivier, Simonstad en Wynberg en die munisipale gebiede Clanwilliam, Oos-Londen en Port Elizabeth.

Natal.—Die landdrosdistrikte Durban, Inanda, Pietermaritzburg en Pinetown en die munisipale gebied Estcourt.

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

(ii) „Tee-, Koffie- en Sigoreinywerheid” beteken die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om een of meer van die volgende werksaamhede te verrig, naamlik—

- (a) Die verpakking of toedraai van tee, koffie of sigorei of 'n produk wat of vir vermenging met koffie of sigorei of vir byvoeging by koffie of sigorei gebruik word;
- (b) die brand of maal van koffie, sigorei of 'n produk wat of vir vermenging met koffie of sigorei of vir byvoeging by koffie of sigorei gebruik word;
- (c) die vervaardiging van gebruikklaar tee- of koffiepoeier, essense of ekstrakte,

en dit omvat alle werksaamhede wat met enige van voornoemde bedrywighede in verband staan of daaruit voortspuit.

2. WOORDOMSKRYWINGS

Tensy uit die samehang anders blyk, het 'n uitdrukking wat in hierdie Vastelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet, en by die toepassing van hierdie Vastelling word 'n werknemer geag in daardie klas te wees waarin hy uitdruklik of hoofsaaklik werksaam is; voorts, tensy onbestaanbaar met die samehang, beteken—

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

(2) „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 waarnem;

(3) „assistent-brander” 'n werknemer wat, onder die algemene toesig van 'n brander, 'n brandmasjien bedien en monsters mag neem om die kleur of graad van 'n brandsel te toets;

(4) „assistent-brander, gekwalifiseerd,” 'n assistent-brander met minstens 18 maande ondervinding;

(5) „assistent-brander, ongekwalifiseerd,” 'n assistent-brander met minder as 18 maande ondervinding;

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

(7) „los werknemer” 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

(8) „onderbaas” 'n werknemer wat in beheer is van 'n groep werknemers graad II;

(9) „chauffeur” 'n werknemer (uitgesonderd 'n handelsreisiger se assistent) wat 'n motorvoertuig bestuur wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgewer of van werknemers, klante of besoekers en waarmee ook dokumente of pakkette vervoer mag word wat nie die produkte van die bedryfsinrigting bevat nie, behalwe waar sodanige produkte as monsters gebruik word of vir gebruik as monsters bedoel word;

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

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

(12) „deurlopendeproseswerker” 'n werknemer wat 'n werksaamheid verrig in die afdeling kitsklaarkoffie waarby drie opeenvolgende skofte per dag op sewe dae van die week ononderbroke gewerk moet word;

(13) „dag” die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat in die geval van 'n deurlopendeproseswerker of 'n skofwerker, dit 'n tydperk beteken, van 24 uur, bereken vanaf die tyd wat so 'n werknemer met sy werk begin;

(14) „versendingsklerk” 'n werknemer wat belas is met die versending of verpakking van goedere vir vervoer of aflewering en wat toesig

supervise the assembling, checking, mass-measuring, packing, marking, addressing or despatching of goods or packages;

(15) "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;

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

(17) "drying plant operator" means an employee in the instant coffee section who is in charge of and responsible for the operation of a drying plant;

(18) "emergency work" means—

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

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

(c) 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;

(d) any work necessitated by a delay in the drying of soluble coffee owing to weather conditions;

(19) "establishment" means any premises or part thereof in connection with which one or more employees are employed in the Tea, Coffee and Chicory Industry;

(20) "experience" means—

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

(b) in relation to any other class of employee, the total period or periods of employment which an employee has had in his class in the Tea, Coffee and Chicory Industry;

(21) "extra heavy motor vehicle" means a motor vehicle the gross vehicle mass of which exceeds 16 000 kg;

(22) "extraction plant operator" means an employee in the instant coffee section who is in charge of and responsible for the mixing of ingredients and the operation of an extraction plant;

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

(a) Assembling orders for despatch;

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

(c) checking or recording particulars of goods received or issued, or keeping stock records;

(d) copying factory documents by hand;

(e) filing, sorting or otherwise attending to factory documents;

(f) interpreting or translating Bantu or Asian languages;

(g) issuing tools or engineering stock or equipment against requisition or receiving tools or such stock or equipment and returning requisitions held;

(h) making out consignment or delivery notes other than invoices, packing slips and sample slips;

(i) mass-measuring goods and recording particulars thereof;

(j) operating an adding machine in the course of his duties as a factory clerk;

(k) preparing wage or time cards or recording piecework earnings for subsequent use by a clerk;

(l) receiving or checking goods, including the recording of particulars thereof;

(m) recording batch numbers, contents or reference numbers of containers filled or despatched;

(n) recording particulars of annual or sick leave;

(o) recording the engagement, discharge or resignation of employees, including the making of any necessary entries in the employees' personal files or documents; preparing certificates of service or issuing passes;

(p) scheduling production figures;

(q) stamping or writing tickets or labels;

(r) supervising the off-loading of goods;

(s) writing or recording particulars of the contents or the distinctive numbers of cartons, containers or packages;

mag hou oor die byeenbring, nagaan, massameet, verpakking, merk, adresseer of versending van goedere of pakkette;

(15) „drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordskrywing 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 gereed te bly om te dryf;

(16) „drywer-verkoopsman" 'n werknemer wat 'n motorvoertuig dryf, wat produkte vanaf sodanige voertuig verkoop en wat verantwoordelik is vir die voorraad op sodanige voertuig en vir die kontant wat hy ten opsigte van sodanige verkope ontvang en wat daarbenewens bestellings mag werf en advertensiemateriaal mag vertoon;

(17) „bediener van 'n drooginstallasie" 'n werknemer in die afdeling kitsklaarkoffie wat beheer het oor en verantwoordelik is vir die funksionering van 'n drooginstallasie;

(18) „noodwerk"—

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

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

(c) 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;

(d) enige werk wat deur oponthoud weens weersomstandighede by die droogmaak van oplosbare koffie genoodsaak word;

(19) „bedryfsinrigting" 'n perseel of gedeelte daarvan in verband waarmee een of meer werknemers in die Tee-, Koffie- en Sigoreinywerheid in diens is;

(20) „ondervinding"—

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

(b) met betrekking tot enige ander klas werknemer, die totale tydperk of tydperke diens wat 'n werknemer in sy klas in die Tee-, Koffie- of Sigoreinywerheid gehad het;

(21) „ekstra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa meer as 16 000 kg is;

(22) „bediener van 'n ekstraheerinstallasie" 'n werknemer in die afdeling kitsklaarkoffie wat beheer het oor en verantwoordelik is vir die meng van bestanddele en die funksionering van 'n ekstraheerinstallasie;

(23) „fabrieksklerk" 'n werknemer wat onder toesig van 'n voorman, assistent-voorman of klerk een of meer van die volgende werksaamhede verrig:

(a) Bestellings opmaak vir versending;

(b) bywoningsrekords nagaan of besonderhede aantekene van werknemers wat by die werk of afwesig is, of van die tyd wat werknemers aan verskillende take bestee;

(c) besonderhede van goedere ontvang of uitgereik, nagaan of aantekene, of voorraadrekords byhou;

(d) afskrifte met die hand van fabrieksdokumente maak;

(e) fabrieksdokumente laseer, sorteer of andersins behandel;

(f) Bantoe- of Asiatiese tale tolk of vertaal;

(g) gereedskap of ingenieursvoorraad of -uitrusting teen rekvisisie uitreik of gereedskap of sodanige voorraad of uitrusting ontvang en rekvisities wat gehou is, teruggee;

(h) vrag- of aflewingsbriewe uitskrif, uitgesonderd fakture, verpakkingsbewyse en monsterstrokie;

(i) goedere massameet en besonderhede daarvan aantekene;

(j) 'n optelmasjien in die loop van sy pligte as fabrieksklerk gebruik;

(k) loon- of tydkaarte opstel of stukwerkverdienstes aantekene vir latere gebruik deur 'n klerk;

(l) goedere ontvang of nagaan, asook die besonderhede daarvan aantekene;

(m) lotnommers, inhoud of verwysingsnommers van houters wat volgemaak of versend word, aantekene;

(n) besonderhede van jaarlikse of siekteverlof aantekene;

(o) die indiensneming, ontslag of bedanking van werknemers aantekene, asook die nodige aantekeninge in die persoonlike lêers of dokumente van werknemers maak; dienssertifikate opstel of passe uitreik;

(p) produksiesyferstate opstel;

(q) adreskaarte of etikette stempel of uitskrif;

(r) toesig hou oor die aflaai van goedere;

(s) besonderhede van die inhoud of die onderskeidingsnommers van kartonne, houters of pakkette opskryf of aantekene;

(24) "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;

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

- (a) Boiling sugar;
- (b) closing bags or other containers by sewing or stapling machine;
- (c) cooking food;
- (d) closing or sealing metal containers by machine;
- (e) cutting stencils;
- (f) filling bottles, bags or other containers, other than the filling of bottles with liquid coffee, in quantities under "4,54 kg";
- (g) folding or pasting wrappers;
- (h) heat sealing containers;
- (i) labelling or perforating labels;
- (j) making boxes by machine;
- (k) making paper bags or linings;
- (l) marking or branding;
- (m) opening or closing cocks or valves in the instant coffee section;
- (n) operating a grading, paper cutting or washing machine;
- (o) operating an evaporation plant in the instant coffee section;
- (p) operating a vacuumising or seaming machine;
- (q) packing made-up packets of different sizes or masses for despatch or stores;
- (r) packing machine operator;
- (s) setting sizes on paper cutting machines;
- (t) taking off soluble coffee powder and marking containers;
- (u) mass-measuring and recording masses;

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

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

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

- (a) Assisting on delivery vehicles other than driving or effecting repairs;
- (b) conveying, lifting, stacking or moving by non-power-driven device;
- (c) cleaning machinery or plant, premises, vehicles or furniture, tools, utensils or other articles;
- (d) closing containers by glueing or with gummed strips;
- (e) delivering, conveying or collecting messages, parcels, letters or goods on foot or by means of a non-power-driven vehicle;
- (f) feeding or taking off from a machine, other than a filling, packing or mass-measuring machine;
- (g) filling bottles with liquid coffee by hand;
- (h) filling bottles (other than with liquid coffee by hand) bags or other containers in quantities over 4,54 kg;
- (i) filling hoppers by hand;
- (j) gardening work;
- (k) lining containers;
- (l) loading or unloading by hand;
- (m) making tea or similar beverages for or serving such to employees or his employer;
- (n) making or maintaining fires or removing ashes;
- (o) mixing tea by hand or shovel;
- (p) oiling or greasing vehicles, other than motor vehicles;
- (q) opening or closing cocks or valves (other than in the instant coffee section) under supervision;
- (r) opening or closing doors, boxes or bags;
- (s) operating a hand hoist or goods lift;
- (t) packing articles of uniform size and number into containers specially made to contain such articles;
- (u) pushing or pulling a non-power-driven vehicle;
- (v) repairing boxes or crates by hand;
- (w) setting up cardboard or fibreboard containers by hand;
- (x) stencilling by hand;
- (y) stirring;
- (z) washing bottles by hand;

(29) "gross combination mass" in relation to a motor vehicle means the maximum mass of any combination of motor vehicles, including trailers or semi-trailers, of which such motor vehicle can form a part and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority;

(30) "gross vehicle mass" in relation to a motor vehicle means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority;

(31) "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 renova-

(24) "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 uitvoer;

(25) "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:

- (a) Suiker kook;
- (b) sakke of ander houers met 'n naai- of krammasjien toemaak;
- (c) kos kook;
- (d) metaalhousers met 'n masjien sluit of verseël;
- (e) sjabloneerplate sny;
- (f) flesse, sakke of ander houers met hoeveelhede van minder as 4,54 kg vul, uitgesonderd flesse met vloeibare koffie vul;
- (g) omslae vou of vasplak;
- (h) houers met hitte verseël;
- (i) etiketteer of etikette perforeer;
- (j) kiste met 'n masjien vervaardig;
- (k) papiersakke of voerings maak;
- (l) merk of brandmerk;
- (m) krane of kleppe in die afdeling kitsklaarkoffie oop- of toemaak;
- (n) 'n sorteer-, papiersny- of wasmasjien bedien;
- (o) 'n verdampingsinstallasie in die afdeling kitsklaarkoffie bedien;
- (p) 'n lugonttrekkings- of naatmasjien bedien;
- (q) opgemaakte pakkies van verskillende groottes of massas vir versending of opslag verpak;
- (r) bediener van 'n verpakkingsmasjien;
- (s) papiersnymasjiene op maat stel;
- (t) oplosbare koffiepoeier afneem en houers merk;
- (u) massa meet en massas aanteken;

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

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

(28) "werknemer graad II," 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Op afleweringsovertuie help, uitgesonderd dryf of herstelwerk doen;
- (b) met 'n nie-kraggedrewe toestel dra, oplug, opstapel of verplaas;
- (c) masjinerie of 'n installasie, persele, voertuie of meubels, gereedskap, werktuie of ander artikels skoonmaak;
- (d) houers toelyst of met kleefstrookies toemaak;
- (e) boodskappe, pakkies, briewe of goedere te voet of met 'n nie-kraggedrewe voertuig aflewer, oordra of aflaai;
- (f) 'n masjien, uitgesonderd 'n vul-, verpakkings- of massameetmasjien voer of daarvan afneem;
- (g) flesse met die hand met vloeibare koffie vul;
- (h) flesse, sakke of ander houers met hoeveelhede van meer as 4,54 kg vul (uitgesonderd flesse met die hand met vloeibare koffie vul);
- (i) vulbakke met die hand vul;
- (j) tuinwerk;
- (k) houers uitvoer;
- (l) met die hand laai of aflaai;
- (m) tee of dergelike drankie vir werknemers of sy werkgever maak of hulle daarmee bedien;
- (n) vure maak of stook of as verwyder;
- (o) tee met die hand of met 'n skopgraaf meng;
- (p) voertuie, uitgesonderd motorvoertuie, olie of ghries;
- (q) onder toesig krane of kleppe oop- of toemaak (uitgesonderd in die afdeling kitsklaarkoffie);
- (r) deure, kiste of sakke oop- of toemaak;
- (s) 'n handhystoestel of goederehyser bedien;
- (t) artikels van dieselfde grootte of getal in houers verpak wat spesiaal gemaak is om sodanige artikels te bevat;
- (u) 'n nie-kraggedrewe voertuig stoot of trek;
- (v) kiste of kratte met die hand herstel;
- (w) karton- of veselbordhouers met die hand monteer;
- (x) met die hand sjabloneer;
- (y) roer;
- (z) flesse met die hand was;

(29) "bruto kombinasie-massa", met betrekking tot 'n motorvoertuig, die maksimum massa van enige kombinasie van motorvoertuie, insluitende sleepwaens of leunwaens, waarvan sodanige motorvoertuig 'n deel kan uitmaak, asook die vrag, soos gespesifiseer deur die vervaardiger of, by gebreke aan sodanige spesifikasie, soos bepaal deur die registrasie-oowerheid;

(30) "bruto voertuig-massa", met betrekking tot 'n motorvoertuig, die maksimum massa van sodanige voertuig en sy vrag soos gespesifiseer deur die vervaardiger of, by gebreke aan sodanige spesifikasie, soos bepaal deur die registrasie-oowerheid;

(31) "faktotum" 'n werknemer wat kleinere herstelwerk of verstelings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks gebruik word by die vervaardiging van die produkte van 'n bedryfsinrigting, en wat ook kleinere herstelwerk of

tions to buildings but who does not do work normally performed by an artisan;

(32) "*instant coffee section*" means that section of the Tea, Coffee and Chicory Industry which is engaged in the manufacture of ready to use coffee powder, essence or extracts;

(33) "*heavy motor vehicle*" means a motor vehicle the gross vehicle mass of which exceeds 9 000 kg but does not exceed 16 000 kg;

(34) "*law*" includes the common law;

(35) "*local authority*" means any borough council, city council, divisional council, municipal council, village council, village management board and any similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961);

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

(37) "*light motor vehicle*" means a motor vehicle the gross vehicle mass of which does not exceed 3 500 kg;

(38) "*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;

(39) "*medium motor vehicle*" means a motor vehicle the gross vehicle mass of which exceeds 3 500 kg but does not exceed 9 000 kg;

(40) "*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 in an establishment;

(41) "*motor vehicle*" means any self-propelled vehicle used for conveying goods or containers and includes a mechanical horse, motor cycle, motor tricycle and a tractor, but does not include a mobile hoist;

(42) "*overtime*" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in subclause (1), (2), or (3) of clause 5, but does not include any period during which an employee—

- (i) whose ordinary hours of work are prescribed in clause 5 (1) works for his employer on a Sunday;
- (ii) whose ordinary hours of work are prescribed in clause 5 (2) works for his employer during his free period prescribed in clause 5 (11);

(43) "*packing machine operator*" means an employee who operates a power-driven machine which makes, forms or opens packets or bags and fills or seals them;

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

(45) "*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 his class, and, conversely, "unqualified" means that his experience in his class does not entitle him to such highest rate;

(46) "*roaster*" means an employee who is in charge of the roasting process and who is in general supervision of assistant roasters and who may record temperatures, roasting times, materials used and masses;

(47) "*rooibos tea packers*" means employees who are exclusively or mainly engaged in the distribution, packing and wrapping of rooibos tea or in any one or more of such activities, and for the purposes of this definition rooibos tea includes bush tea;

(48) "*security guard*" means an employee who is required to read, write and speak at least one of the official languages and who is engaged in one or more of the following activities:

- (a) searching persons;
- (b) supervising or controlling watchmen;
- (c) controlling or reporting on the movement of persons or vehicles through check-points or gates, and who in the performance of his duties may be required to perform any or all of the activities prescribed for a watchman;

(49) "*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;

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

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

opknappings aan geboue mag doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie;

(32) "*afdeling kitsklaarkoffie*" daardie afdeling van die Tee-, Koffie- en Sigoreinywerheid wat gebruikklaar koffiepoëier, essense of ekstrakte vervaardig;

(33) "*swaar motorvoertuig*" 'n motorvoertuig waarvan die bruto voertuigmassa meer as 9 000 kg maar hoogstens 16 000 kg is;

(34) "*wet*" ook die gemene reg;

(35) "*plaaslike owerheid*" 'n stadsraad, afdelingsraad, munisipale raad, dorpsraad, dorpsbestuur of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961), en omvat dit 'n administrasieraad ingestel kragtens artikel 2 van die Wet op die Administrasie van Swart Sake, 1971 (Wet 45 van 1971);

(36) "*masjienbediener*" 'n werknemer wat 'n kraggedrewe masjien bedien, versorg, aanskakel of akskakel, wat die werk deur die masjien gelewer, nasien of kontroleer, wat kleinere lopende verstellings aan die masjien mag doen en wat sodanige masjien mag voer of daarvan afneem, en die uitdrukking „'n masjien bedien" het 'n ooreenstemmende betekenis;

(37) "*ligte motorvoertuig*" 'n motorvoertuig waarvan die bruto voertuigmassa hoogstens 3 500 kg is;

(38) "*bestuurder*" 'n werknemer wat deur sy werkgever belas is met die algemene—

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

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

(39) "*medium motorvoertuig*" 'n motorvoertuig waarvan die bruto voertuigmassa meer as 3 500 kg maar hoogstens 9 000 kg is;

(40) "*bediener van 'n mobiele hystoestel*" 'n werknemer wat werk met 'n kraggedrewe mobiele hystoestel wat by die laai, aflaai, versit of opstapel van goedere in 'n bedryfsinrigting gebruik word;

(41) "*motorvoertuig*" 'n selfgedrewe voertuig wat gebruik word vir die vervoer van goedere of houters en omvat dit ook 'n voorhaker, motorfiets, motordriewiel en 'n trekker maar nie 'n mobiele hystoestel nie;

(42) "*oortyd*" die gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgever werk en wat langer is as die onderskeie werke in subklousule (1), (2) of (3) van klousule 5 vir sodanige werknemer voorgeskryf, maar omvat dit nie ook 'n tydperk waarin 'n werknemer—

- (i) wie se gewone werke in klousule 5 (1) voorgeskryf word op 'n Sondag vir sy werkgever werk nie;
- (ii) wie se gewone werke in klousule 5 (2) voorgeskryf word, gedurende sy vry periode in klousule 5 (11) voorgeskryf, vir sy werkgever werk nie;

(43) "*bediener van 'n verpakkingsmasjien*" 'n werknemer wat 'n kraggedrewe masjien bedien wat pakkies of sakkies maak, vorm of oopmaak en hulle vul of verseël;

(44) "*stuwewerk*" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is;

(45) "*gekwalfiseer*", met betrekking tot 'n werknemer, dat die ondervinding van die werknemer in sy klas hom geregtig maak op die hoogste loonskaal vir sy klas voorgeskryf, en omgekeerd, beteken „ongekwalfiseer" dat sy ondervinding in sy klas hom nie op sodanige hoogste skaal geregtig maak nie;

(46) "*brander*" 'n werknemer wat in beheer is van die brandproses en wat algemene toesig oor assistent-branders hou en wat temperature, brandtye, materiaalverbruik en massas mag aanteken;

(47) "*rooibos-teeverpakkers*" werknemers wat uitsluitlik of hoofsaaklik betrokke is by die verspreiding, verpakking en toedraai van rooibos-tee of by een of meer sodanige werksaamhede, en by die toepassing van hierdie omskrywing omvat rooibos-tee ook bossiestee;

(48) "*sekkuriteitswag*" 'n werknemer van wie daar vereis word dat hy ten minste een van die amptelike tale kan lees, skryf en praat en wat een of meer die volgende werksaamhede verrig:

- (a) mense deursoek;
- (b) toesig hou oor wagte of beheer oor hulle uitoefen;
- (c) die beweging van mense of voertuie deur kontrolepunte of hekke kontroleer of verslag daaroor doen, en wat in die uitvoering van sy pligte versoek kan word om enige van of al die werksaamhede voorgeskryf vir 'n wag, te verrig;

(49) "*senior bestuurs- of administratiewe werknemer*" 'n werknemer wat deur sy werkgever belas word met werk wat die verantwoordelikheid meebring om in die uitvoering van 'n bedryfsinrigting se werksaamhede besluite van 'n administratiewe aard te neem;

(50) "*skofwerker*" 'n werknemer wat skofwerk doen in 'n bedryfsinrigting waarin drie opeenvolgende skofte per dag op vyf of ses dae in 'n week gewerk word;

(51) "*korttyd*" 'n tydelike vermindering van die getal gewone werke te wyte aan 'n slappe in die bedryf, 'n tekort aan grondstowwe, 'n algemene onklaaraking van 'n installasie of masjinerie of aan die feit dat geboue werklik onbruikbaar is of dreig om onbruikbaar te word;

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

(53) "supervisor" means an employee who is in charge of a group of Grade I employees or Grade II employees;

(54) "Tea, Coffee and Chicory Industry"—vide clause 1 (ii);

(55) "tea" includes rooibos tea and bush tea;

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

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

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

(59) "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;

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

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

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

(61) "watchman" means an employee who is engaged in guarding, protecting or patrolling premises, buildings, structures or fixed or movable property and who handles dogs in the performance of his duties.

3. REMUNERATION

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

(a) *Employees other than casual employees:*

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

(53) „toesighouer” ’n werknemer wat toesig het oor ’n groep werknemers graad I of graad II;

(54) „Tee-, Koffie- en Sigoreinywerheid”—kyk klousule 1 (ii);

(55) „tee” ook rooibostee en bossiestee;

(56) „tegniese of professionele werknemer” ’n werknemer wat deur sy werkgever belas is met die uitvoering van werk van ’n tegniese of professionele aard;

(57) „sleepwa” ’n vervoermiddel wat deur ’n motorvoertuig getrek word;

(58) „handelsreisiger” ’n werknemer wat as ’n reisende verteenwoordiger van ’n bedryfsinrigting en namens sodanige bedryfsinrigting bestellings vra, werf of opneem;

(59) „handelsreisiger se assistent” ’n werknemer wat ’n handelsreisiger vergesel en hom help met die inpak, uitpak of vertoon van sy monsters en wat die motorvoertuig mag bestuur wat die handelsreisiger in die uitvoering van sy pligte gebruik;

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

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

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

(61) „wag” ’n werknemer wat ’n perseel, geboue, strukture of vaste of roerende eiendom bewaak, beskerm of patrolleer en wat honde hanteer in die uitvoering van sy pligte.

3. BESOLDIGING

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

(a) *Werknemers, uitgesonderd los werknemers:*

	Employees in the employ of rooibos tea packers*				All other employees, in all areas	
	In the municipal area of Clanwilliam		In all other areas			
	During the first 12 months after this determination becomes effective Per week R	Thereafter Per week R	During the first 12 months after this determination becomes effective Per week R	Thereafter Per week R	During the first 12 months after this determination becomes effective Per week R	Thereafter Per Week R
Artisan	60,00	72,00	96,00	105,00	105,00	120,00
Assistant foreman	50,00	60,00	80,00	87,50	87,50	100,00
Assistant roaster— unqualified—						
during the first six months of experience	21,00	25,20	33,60	37,00	37,00	42,00
during the second six months of experience	22,30	26,80	38,40	42,20	42,20	48,00
during the third six months of experience	23,70	28,40	43,20	47,40	47,40	54,00
qualified	25,00	30,00	48,00	52,50	52,50	60,00
Boiler attendant	23,00	27,60	36,80	40,00	40,00	46,00
Charge hand	23,00	27,60	36,80	40,00	40,00	46,00
Chauffeur	25,00	30,00	40,00	44,00	44,00	50,00
Clerk female—						
during the first year of experience	24,00	29,54	38,31	42,92	42,00	50,08
during the second year of experience	27,92	36,46	44,77	53,08	48,92	61,15
during the third year of experience	31,85	43,38	51,23	63,23	55,85	72,23
during the fourth year of experience	35,77	50,31	57,69	73,38	62,77	83,31
thereafter	39,69	57,23	64,15	83,54	69,69	94,38

	Werknemers in diens van rooibosteeverpackers*				Alle ander werknemers, in al die gebiede	
	In die munisipale gebied Clanwilliam		In alle ander gebiede			
	Gedurende die eerste 12 maande nadat hierdie Vasstelling van krag word Per week R	Daarna Per week R	Gedurende die eerste 12 maande nadat hierdie Vasstelling van krag word Per week R	Daarna Per week R	Gedurende die eerste 12 maande nadat hierdie Vasstelling van krag word Per week R	Daarna Per week R
Ambagsman	60,00	72,00	96,00	105,00	105,00	120,00
Assistent-voorman	50,00	60,00	80,00	87,50	87,50	100,00
Assistent-brander— ongekwalifiseerd—						
gedurende die eerste ses maande ondervinding	21,00	25,20	33,60	37,00	37,00	42,00
gedurende die tweede ses maande ondervinding	22,30	26,80	38,40	42,20	42,20	48,00
gedurende die derde ses maande ondervinding	23,70	28,40	43,20	47,40	47,40	54,00
gekwalifiseerd	25,00	30,00	48,00	52,50	52,50	60,00
Ketelbediener	23,00	27,60	36,80	40,00	40,00	46,00
Onderbaas	23,00	27,60	36,80	40,00	40,00	46,00
Chauffeur	25,00	30,00	40,00	44,00	44,00	50,00
Klerk— vrou—						
gedurende die eerste jaar ondervinding	24,00	29,54	38,31	42,92	42,00	50,08
gedurende die tweede jaar ondervinding	27,92	36,46	44,77	53,08	48,92	61,15
gedurende die derde jaar ondervinding	31,85	43,38	51,23	63,23	55,85	72,23
gedurende die vierde jaar ondervinding	35,77	50,31	57,69	73,38	62,77	83,31
daarna	39,69	57,23	64,15	83,54	69,69	94,38

	Employees in the employ of rooibos tea packers*				All other employees, in all areas	
	In the municipal area of Clanwilliam		In all other areas			
	During the first 12 months after this determination becomes effective Per week R	Thereafter Per week R	During the first 12 months after this determination becomes effective Per week R	Thereafter Per week R	During the first 12 months after this determination becomes effective Per week R	Thereafter Per Week R
Clerk—(continued)						
male—						
during the first year of experience	24,69	29,54	39,46	42,92	42,92	50,08
during the second year of experience	30,46	36,46	48,69	53,08	53,08	61,15
during the third year of experience	36,23	43,38	57,92	63,23	63,23	72,23
during the fourth year of experience	42,00	50,31	67,15	73,38	73,38	83,31
thereafter	47,77	57,23	76,38	83,54	83,54	94,38
Driver of—						
(i) a light motor vehicle	25,00	30,00	40,00	44,00	44,00	50,00
(ii) A medium motor vehicle	32,00	38,00	51,00	56,00	56,00	64,00
(iii) A heavy motor vehicle	38,00	45,50	60,00	66,50	66,50	76,00
(iv) an extra heavy motor vehicle	43,00	51,00	68,50	75,00	75,00	86,00
Driver salesman—						
during the first six months of experience	37,60	45,00	60,00	65,00	65,00	75,00
thereafter	41,00	49,00	65,60	71,00	71,00	82,00
provided that when a driver salesman drives a medium motor vehicle the wages prescribed herein for this class of employee shall be increased by R6 per week						
Drying plant operator—						
during the first six months of experience	21,00	25,20	33,60	37,00	37,00	42,00
during the second six months of experience	22,30	26,80	38,40	42,20	42,20	48,00
during the third six months of experience	23,70	28,40	43,20	47,40	47,40	54,00
thereafter	25,00	30,00	48,00	52,50	52,50	60,00
Extraction plant operator—						
during the first six months of experience	21,00	25,20	33,60	37,00	37,00	42,00
during the second six months of experience	22,30	26,80	38,40	42,20	42,20	48,00
during the third six months of experience	23,70	28,40	43,20	47,40	47,40	54,00
thereafter	25,00	30,00	48,00	52,50	52,50	60,00
Factory clerk—						
during the first six months of experience	23,00	27,60	36,80	40,00	40,00	46,00
during the second six months of experience	24,50	29,40	39,20	42,50	42,50	49,00
thereafter	26,00	31,20	41,60	45,00	45,00	52,00
Foreman	63,00	75,60	100,00	110,00	110,00	126,00
Grade I employee—						
female—						
unqualified—						
during the first three months of experience	16,40	19,60	26,20	28,50	28,50	32,60
during the second three months of experience	19,20	23,00	30,70	33,50	33,50	38,30
qualified	22,00	26,40	35,20	38,50	38,50	44,00
male—						
unqualified—						
during the first three months of experience	20,00	24,00	32,00	35,00	35,00	40,00
during the second three months of experience	22,00	26,40	35,20	38,50	38,50	44,00
qualified	24,00	28,80	38,40	42,00	42,00	48,00
Grade II employee, female	16,00	19,20	25,60	28,00	28,00	32,00
Grade II employee, male, 18 years of age or over	20,00	24,00	32,00	35,00	35,00	40,00
Grade II employee, male, under the age of 18 years	15,00	18,00	24,00	26,25	26,25	30,00
Handyman	28,00	33,60	44,80	49,00	49,00	56,00

	Werknemers in diens van rooibosteeverpakkers*				Alle ander werknemers, in al die gebiede	
	In die munisipale gebied Clanwilliam		In alle ander gebiede			
	Gedurende die eerste 12 maande nadat hierdie Vastelling van krag word Per week R	Daarna Per week R	Gedurende die eerste 12 maande nadat hierdie Vastelling van krag word Per week R	Daarna Per week R	Gedurende die eerste 12 maande nadat hierdie Vastelling van krag word Per week R	Daarna Per week R
Klerk—(vervolg) man—						
gedurende die eerste jaar ondervinding	24,69	29,54	39,46	42,92	42,92	50,08
gedurende die tweede jaar ondervinding	30,46	36,46	48,69	53,08	53,08	61,15
gedurende die derde jaar ondervinding	36,23	43,38	57,92	63,23	63,23	72,23
gedurende die vierde jaar ondervinding	42,00	50,31	67,15	73,38	73,38	83,31
daarna	47,77	57,23	76,38	83,54	83,54	94,38
Drywer van—						
(i) 'n ligte motorvoertuig	25,00	30,00	40,00	44,00	44,00	50,00
(ii) 'n medium motorvoertuig	32,00	38,00	51,00	56,00	56,00	64,00
(iii) 'n swaar motorvoertuig	38,00	45,50	60,00	66,50	66,50	76,00
(iv) 'n ekstra swaar motorvoertuig	43,00	51,00	68,50	75,00	75,00	86,00
Drywer-verkoopsman—						
gedurende die eerste ses maande ondervinding	37,60	45,00	60,00	65,00	65,00	75,00
daarna	41,00	49,00	65,60	71,00	71,00	82,00
Met dien verstande dat, indien 'n drywer-verkoopsman 'n medium motorvoertuig dryf, die lone in hierdie Vastelling vir hierdie klas werknemer voorgeskryf, met R6 per week verhoog moet word.						
Bediener van 'n drooginstallasie—						
gedurende die eerste ses maande ondervinding	21,00	25,20	33,60	37,00	37,00	42,00
gedurende die tweede ses maande ondervinding	22,30	26,80	38,40	42,20	42,20	48,00
gedurende die derde ses maande ondervinding	23,70	28,40	43,20	47,40	47,40	54,00
daarna	25,00	30,00	48,00	52,50	52,50	60,00
Bediener van 'n ekstraheerinstallasie—						
gedurende die eerste ses maande ondervinding	21,00	25,20	33,60	37,00	37,00	42,00
gedurende die tweede ses maande ondervinding	22,30	26,80	38,40	42,20	42,20	48,00
gedurende die derde ses maande ondervinding	23,70	28,40	43,20	47,40	47,40	54,00
daarna	25,00	30,00	48,00	52,50	52,50	60,00
Fabrieksklerk—						
gedurende die eerste ses maande ondervinding	23,00	27,60	36,80	40,00	40,00	46,00
gedurende die tweede ses maande ondervinding	24,50	29,40	39,20	42,50	42,50	49,00
daarna	26,00	31,20	41,60	45,00	45,00	52,00
Voorman	63,00	75,60	100,00	110,00	110,00	126,00
Werknemer graad I—						
vrou—						
ongekwalifiseerd—						
gedurende die eerste drie maande ondervinding	16,40	19,60	26,20	28,50	28,50	32,60
gedurende die tweede drie maande ondervinding	19,20	23,00	30,70	33,50	33,50	38,30
gekwalifiseerd	22,00	26,40	35,20	38,50	38,50	44,00
man—						
ongekwalifiseerd—						
gedurende die eerste drie maande ondervinding	20,00	24,00	32,00	35,00	35,00	40,00
gedurende die tweede drie maande ondervinding	22,00	26,40	35,20	38,50	38,50	44,00
gekwalifiseerd	24,00	28,80	38,40	42,00	42,00	48,00
Werknemer graad II, vrou	16,00	19,20	25,60	28,00	28,00	32,00
Werknemer graad II, man, 18 jaar of ouer	20,00	24,00	32,00	35,00	35,00	40,00
Werknemer graad II, man, onder 18 jaar	15,00	18,00	24,00	26,25	26,25	30,00
Faktotum	28,00	33,60	44,80	49,00	49,00	56,00

	Employees in the employ of rooibos tea packers*				All other employees, in all areas	
	In the municipal area of Clanwilliam		In all other areas			
	During the first 12 months after this determination becomes effective Per week R	Thereafter Per week R	During the first 12 months after this determination becomes effective Per week R	Thereafter Per week R	During the first 12 months after this determination becomes effective Per week R	Thereafter Per week R
Mixing or grinding machine operator—						
during the first three months of experience	21,00	25,20	33,60	37,00	37,00	42,00
during the second three months of experience	22,60	27,10	36,10	39,50	39,50	45,00
during the third three months of experience	24,20	29,00	38,60	42,00	42,00	48,00
thereafter	25,80	30,90	41,10	44,50	44,50	51,00
Mobile hoist operator—						
during the first three months of experience	21,00	25,20	33,60	37,00	37,00	42,00
thereafter	23,40	28,00	37,50	41,00	41,00	46,80
Roaster	37,60	45,00	60,00	65,00	65,00	75,00
Security guard	26,00	31,20	41,60	45,00	45,00	52,00
Supervisor	30,00	36,00	48,00	52,50	52,50	60,00
Traveller—						
during the first year of experience	44,08	52,85	70,38	76,15	76,15	87,92
during the second year of experience	48,23	57,69	76,85	82,85	82,85	96,00
during the third year of experience	52,38	62,54	83,31	89,54	89,54	104,08
during the fourth year of experience	56,54	67,38	89,77	96,23	96,23	112,15
thereafter	60,69	72,23	96,23	102,92	102,92	120,23
Traveller's assistant	25,00	30,00	40,00	44,00	44,00	50,00
Watchman	23,00	27,60	36,80	40,00	40,00	46,00
Employee not elsewhere in this sub-clause specifically mentioned	23,00	27,60	36,80	40,00	40,00	46,00

* As defined in clause 2.

	Werknemers in diens van rooibosteeverpackers*				Alle ander werknemers, in al die gebiede	
	In die munisipale gebied Clanwilliam		In alle ander gebiede			
	Gedurende die eerste 12 maande nadat hierdie Vastelling van krag word Per week R	Daarna Per week R	Gedurende die eerste 12 maande nadat hierdie Vastelling van krag word Per week R	Daarna Per week R	Gedurende die eerste 12 maande nadat hierdie Vastelling van krag word Per week R	Daarna Per week R
Bediener van 'n meng- of maalmasjien—						
gedurende die eerste drie maande ondervinding	21,00	25,20	33,60	37,00	37,00	42,00
gedurende die tweede drie maande ondervinding	22,60	27,10	36,10	39,50	39,50	45,00
gedurende die derde drie maande ondervinding	24,20	29,00	38,60	42,00	42,00	48,00
daarna	25,80	30,90	41,10	44,50	44,50	51,00
Bediener van 'n mobiele hystoestel—						
gedurende die eerste drie maande ondervinding	21,00	25,20	33,60	37,00	37,00	42,00
daarna	23,40	28,00	37,50	41,00	41,00	46,80
Brander	37,60	45,00	60,00	65,00	65,00	75,00
Sekuriteitswag	26,00	31,20	41,60	45,00	45,00	52,00
Toesighouer	30,00	36,00	48,00	52,50	52,50	60,00
Handelsreisiger—						
gedurende die eerste jaar ondervinding	44,08	52,85	70,38	76,15	76,15	87,92
gedurende die tweede jaar ondervinding	48,23	57,69	76,85	82,85	82,85	96,00
gedurende die derde jaar ondervinding	52,38	62,54	83,31	89,54	89,54	104,08
gedurende die vierde jaar ondervinding	56,54	67,38	89,77	96,23	96,23	112,15
daarna	60,69	72,23	96,23	102,92	102,92	120,23
Handelsreisiger se assistent	25,00	30,00	40,00	44,00	44,00	50,00
Wag	23,00	27,60	36,80	40,00	40,00	46,00
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie	23,00	27,60	36,80	40,00	40,00	46,00

*Soos in klousule 2 omskryf.

- (b) *Casual employees.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class and provided further that, where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent in respect of that 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), as read with the definition of "wage" in clause 2 and 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 wage higher than that of his own class, or
 - a rising scale of wages terminating in a wage higher than that of his own class,
- is prescribed in subclause (1), shall pay to such employee in respect of that day—
- in the case referred to in paragraph (a), not less than the daily wage calculated on the higher tariff; and
 - in the case referred to in paragraph (b) not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:
- Provided that—
- (aa) the provisions of this subclause shall not apply where the difference between classes in terms of subclause (i) is based on age, experience or sex;
 - (ab) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring his employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.
- (4) *Calculation of wages.*—(a) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by—
- five, in the case of an employee who works a five-day week;
 - six, in the case of any other employee.
- (b) The monthly wage of an employee shall be four and a third times his weekly wage.
- (c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by—
- 46 in the case of an employee in the instant coffee section;
 - 45 in the case of any other employee.
- (5) *Transport allowance and expenses.*—In addition to paying any other remuneration due to—
- a traveller who uses his employer's motor transport or who is required to travel by train or any other means of conveyance than his own, his employer shall reimburse him all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purposes of this subclause the cost of overnight garaging of motor transport shall be deemed to be a transport expense;
 - 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—
- where the engine capacity of the vehicle in which the employee so travelled does not exceed 1 300 cm³: 15 cents;
 - where the engine capacity of such vehicle exceeds 1 300 cm³ but does not exceed 2 500 cm³: 19 cents;
 - where the engine capacity of such vehicle exceeds 2 500 cm³: 22 cents.
- (6) *Subsistence allowance and expenses.*—In addition to paying any other remuneration due to—
- 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—

- (b) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag, wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat, waar die werkgewer van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking „weekloon” die weekloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word, en voorts met dien verstande dat, waar die werkgewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent ten opsigte van daardie dag verminder mag word.
- (2) *Kontrakgrondslag.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en moet 'n werknemer, behoudens die bepaling van klousule 4 (6), vir 'n week minstens die volle weekloon betaal word wat in subklousule (1), gelees met die omskrywing van „loon” in klousule 2 en met subklousule (3), voorgeskryf word vir 'n werknemer van sy klas in die gebied waarin hy werk, afgesien daarvan of hy in daardie week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.
- (3) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor
- 'n hoër loon as dié van sy eie klas; of
 - 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas,
- in subklousule (1) voorgeskryf word, moet sodanige werknemer ten opsigte van daardie dag soos volg betaal:
- In die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër tarief; en
 - in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op die kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het:
- Met dien verstande dat—
- (aa) die bepaling van hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus;
 - (ab) 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 sodanige werknemer voorgeskryf word nie.
- (4) *Loonberekening.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—
- vyf, in die geval van 'n werknemer wat vyf dae in 'n week werk;
 - ses, in die geval van enige ander werknemer.
- (b) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.
- (c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—
- 46, in die geval van 'n werknemer in die afdeling kitsklaarkoffie;
 - 45, in die geval van enige ander werknemer.
- (5) *Vervoertoelae en -uitgawes.*—Benewens die betaling van enige ander besoldiging verskuldig—
- aan 'n handelsreisiger wat van sy werkgewer se motorvervoer 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 motorvervoer oornag, geag 'n vervoeruitgawe te wees;
 - aan 'n handelsreisiger van wie vereis word om motorvervoer vir die uitvoering van sy pligte te verskak, moet sy werkgewer hom vir elke kilometer wat hy in die uitvoering van sy pligte afgelê het, 'n vervoertoelae betaal van minstens—
- 15 sent indien die enjinkapasiteit van die voertuig waarmee die werknemer aldus gereis het, hoogstens 1 300 cm³ is;
 - 19 sent indien die enjinkapasiteit van sodanige voertuig meer as 1 300 cm³ maar hoogstens 2 500 cm³ is;
 - 22 sent indien die enjinkapasiteit van sodanige voertuig meer as 2 500 cm³ is.
- (6) *Onderhoudstoelae en -uitgawes.*—Benewens die betaling van enige ander besoldiging verskuldig—
- aan '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) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
- (ii) pay him a subsistence allowance of not less than R16 for each night where such absence extends over one or more nights;
- (b) a traveller's assistant who, accompanying a traveller on any journey undertaken by the traveller in the performance of his duties, is absent from the place of his residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—
 - (i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
 - (ii) pay him a subsistence allowance of not less than R7 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 him to comply with such a requirement, his employer shall, before any such journey is undertaken by such traveller, provide him with a suitable book or forms in or on which to maintain suitable records.

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clauses 3 (7) and 6 (4), any amount due to an employee, other 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 continuous process worker or a shift 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 or his number on the pay-roll and his class;
 - (c) the number of ordinary hours of work worked by the employee;
 - (d) the number of overtime hours worked by the employee;
 - (e) the number of hours worked by the employee on a Sunday, a public holiday or during his free period;
 - (f) the employee's wage;
 - (g) the details of any other remuneration arising out of the employee's employment;
 - (h) the details of any deductions made;
 - (i) the actual amount paid to the employee; and
 - (j) the period in respect of which payment is made;
- and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee: Provided that—

- (i) at the written request of an employee, the amount due may be paid into his building society or bank account by the employer who shall hand to him the relevant receipt together with the aforementioned statement;
- (ii) the aforementioned information relating to time worked, need not be furnished to an employee who is excluded from the hours of work provisions by virtue of clause 5 (13) (a).

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

- (i) moet sy werkgever hom alle redelike uitgawes vergoed wat hy in iedere sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangegaan het;
- (ii) moet sy werkgever hom 'n onderhoudstoelae van minstens R16 vir iedere nag betaal as so 'n afwesigheid oor een of meer nagte strek;
- (b) aan '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 iedere sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangegaan het;
 - (ii) moet sy werkgever hom 'n onderhoudstoelae van minstens R7 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 enige 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 enige sodanige eise binne een maand na die tydstop waarop hy daarop geregtig geword het, moet indien maar dat hy nie meer as een eis in een week mag indien nie.
- (b) 'n Werkgever kan van sy handelsreisiger vereis om 'n eis só op te stel dat dit die volgende weergee:
 - (i) Ten opsigte van 'n eis ingevolge subklousule 5 (a), die soort vervoer waarvan gebruik gemaak is en die vervoerkoste wat aangegaan is of die aard van enige ander uitgawes waarvoor hy vergoeding eis;
 - (ii) ten opsigte van 'n eis ingevolge subklousule 5 (b), die afstand wat hy elke dag afgelê het, die plekke wat aangedoen is en, uitgesonderd in munisipale gebiede, die roete wat gevolg is;
 - (iii) ten opsigte 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.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die betalings van klousules 3 (7) en 6 (4) moet enige 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 sodanige werknemer (of in die geval van 'n deurlopendeproseswerker of 'n skofwerker op 'n tyd waarvoor sodanige werknemer en sy werkgever ooreengekom het en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar uiterlik 24 uur na die gewone betaaldag) of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde kovert of houer wees waarop of wat vergesel gaan van 'n staat waarop die volgende vermeld word;

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

en sodanige kovert of houer waarop hierdie besonderhede aangeteken word of sodanige staat word die ciendom van die werknemer: Met dien verstande dat—

- (i) die werkgever op die skriftelike versoek van 'n werknemer die verskuldigde bedrag in die werknemer se bougenootskap- of bankrekening kan inbetaal en die betrokke kwitansie tesame met voornoemde staat aan die werknemer moet oorhandig;
- (ii) voormelde inligting met betrekking tot tyd gewerk, nie verstrekkend hoeft te word nie aan 'n werknemer wat uit hoofde van klousule 5 (13) (a) van die werkbepalings uitgesluit is.

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

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

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

- With the written consent of his employee, a deduction for holiday, sick, medical, insurance, savings, provident or pension fund, or subscriptions to a trade union;
- 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;
- a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- whenever an employee agrees or is required in terms of the Blacks (Urban Areas) Consolidation Act, 1945, to accept food and accommodation or food or accommodation with his employer, a deduction not exceeding the amounts specified hereunder—

	Per week R	Per month R
(i) Food	3,00	13,00
(ii) Accommodation	1,50	6,50
(iii) Food and accommodation	4,50	19,50

- 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—
 - 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;
 - 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;
 - 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;
- with the written consent of an employee, a deduction of any amount which the employer has paid or has undertaken to pay to any banking institution, building society, insurance business, local authority or registered financial institution in respect of a payment on a loan granted to such employee to acquire a dwelling;
- with the written consent of an employee, a deduction of any amount which an employer has paid or has undertaken to pay to any organisation in respect of—
 - a payment on a loan granted to such employee to acquire a dwelling; or
 - the rent of a dwelling or accommodation in any hostel occupied by such employee,

if such dwelling or hostel was provided through the instrumentality of such other organisation wholly or partially with funds advanced for that purpose by the State, a local authority or a building society.

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, continuous-process worker, security guard or a watchman to work more ordinary hours of work than—

- in the instant coffee section—
 - in the case of an employee who works a six-day week
 - 46 in any week from Monday to Saturday, inclusive; and
 - subject to the provisions of subparagraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any day of the other days may be extended to eight and one-half;

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

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

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

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

- Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siekte-, mediese, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledegelde aan 'n vakvereniging;
- behoudens andersluidende bepalinge in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
- enige bedrag wat 'n werkgever regtens of ingevolge 'n bevel van 'n bevoegde hof moet of mag aftrek;
- wanneer 'n werknemer daartoe instem of daar ingevolge die Swartes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en huisvesting of kos of huisvesting van sy werkgever aan te neem, 'n bedrag van hoogstens—

	Per week R	Per maand R
(i) Kos	3,00	13,00
(ii) Huisvesting	1,50	6,50
(iii) Kos en huisvesting	4,50	19,50

- wanneer die gewone werkure in klousule 5 voorgeskryf, weens korttyd verminder word, 'n bedrag van hoogstens die werknemer (uitgesonderd 'n los werknemer) se uurloon vir elke uur van sodanige vermindering: Met dien verstande dat—
 - sodanige afrekkings, ongeag die getal ure waarmee die gewone werkure aldus verminder word, hoogstens gelyk aan een derde van die werknemer se weekloon is;
 - geen afrekkings in die geval van korttyd wat deur 'n slape in die bedryf of 'n tekort aan grondstowwe ontstaan, geskied nie, tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
 - geen afrekkings in die geval van korttyd geskied vir die eerste uur waarin daar nie gewerk word nie weens 'n onklaarraking van 'n installasie of masjinerie of weens die feit dat geboue onbruikbaar is of dreig om onbruikbaar te word, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;
- met die skriftelike toestemming van 'n werknemer, enige bedrag wat die werkgever betaal het of onderneem het om te betaal aan 'n bankinstelling, bouvereniging, versekeringsonderneming, plaaslike owerheid of geregistreerde finansiële instelling ten opsigte van 'n betaling op 'n lening toegestaan aan sodanige werknemer om 'n woonhuis aan te koop;
- met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever betaal het of onderneem het om te betaal aan enige ander organisasie ten opsigte van—
 - 'n betaling op 'n lening toegestaan aan sodanige werknemer om 'n woonhuis aan te koop; of
 - die huur van 'n woonhuis of huisvesting in 'n tehuis wat sodanige werknemer bewoon, as sodanige woonhuis of tehuis deur bemiddeling van sodanige ander organisasie verskaf is uitsluitlik of gedeeltelik met fondse vir dié doel voorgeskiet deur die Staat, 'n plaaslike owerheid of 'n bouvereniging.

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

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

- in die afdeling kitsklaarkoffie—
 - in die geval van 'n werknemer wat ses dae per week werk—
 - 46 in 'n week van Maandag tot en met Saterdag; en
 - behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op enigiene van die ander dae tot agt en 'n half verleng kan word;

- (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), nine and one-quarter on any day;
- (B) in all other sections—
 (a) in the case of an employee who works a six-day week—
 (i) 45 in any week from Monday to Saturday, inclusive; and
 (ii) subject to the provisions of 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) 45 in any week from Monday to Friday, inclusive; and
 (ii) subject to subparagraph (i), nine 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 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) subject to paragraph (i), 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 security guard or a watchman to work more ordinary hours of work than—
 (a) 72 in any week from Monday to Saturday inclusive; and
 (b) subject to paragraph (a), 12 on any day.
- (4) An employer shall not require or permit a casual employee to work more ordinary hours of work than eight on any day.
- (5) *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 be deemed not to be part of the ordinary hours of work or overtime: Provided—
 (i) that an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour, and in that event and after the employer has lodged a statement of such agreement with the Divisional Inspector, Department of Manpower Utilisation, for his area, the meal interval may be so reduced;
 (ii) that periods of work interrupted by intervals of less than one hour, except when proviso (i) or (vi) applies, shall be deemed to be continuous;
 (iii) that, 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) that 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;
 (v) that not more than one such interval during the ordinary hours of work of an employee on any day shall be deemed not to form part of the ordinary hours of work;
 (vi) that when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to 15 minutes so long as the total period worked by the employee after the first meal interval of the day does not exceed seven hours;
 (vii) that such interval need not be granted to a boiler attendant, a shift worker or a continuous-process worker during his ordinary hours of work on any shift if he is given the opportunity during such hours of having a meal while at his post unless this is prohibited under section 27 of the Factories, Machinery and Building Work Act, 1941.
- (6) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable—
 (a) in the middle of each morning work period in a day;
 (b) in the middle of each afternoon work period in a day where such period is longer than three hours;
 and during such interval such employee shall not be required or permit-
- (b) in die geval van 'n werknemer wat vyf dae per week werk—
 (i) 46 in 'n week van Mandag tot en met Vrydag; en
 (ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart op 'n dag;
- (B) in alle ander afdelings—
 (a) in die geval van 'n werknemer wat ses dae per week werk—
 (i) 45 in 'n week van Maandag tot en met Saterdag; en
 (ii) behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op enigeen 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) 45 in 'n week van Maandag tot en met Vrydag; en
 (ii) behoudens subparagraaf (i) hiervan, nege 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 enige gewone werkure wat hy in 'n week werk wat 46 te bowe gaan, 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 werkswaek van vyf dae het nie;
 (ii) behoudens paragraaf (i) hiervan, agt in enige skof;
- (b) meer as ses skofte in 'n week te werk nie: Met dien verstande dat—
 (i) alle skofte wat hy werk normaalweg met minstens agt uur onderbreek moet word;
 (ii) 'n werkgewer van 'n deurlopendeproseswerker kan vereis of hom toelaat om hoogstens sewe skofte en een week gedurende 'n tydperk van drie agtereenvolgende weke te werk; en
 (iii) die gewone werkure van 'n deurlopendeproseswerker hoogstens 144 uur in enige sodanige tydperk van drie agtereenvolgende weke moet wees.
- (3) 'n Werkgewer mag nie van 'n sekuriteitswag of 'n wag vereis of hom toelaat om meer gewone werkure te werk nie as—
 (a) 72 in 'n week van Maandag tot en met Saterdag; en
 (b) behoudens paragraaf (a), 12 op 'n dag.
- (4) 'n Werkgewer mag nie van 'n los werknemer vereis of hom toelaat om meer gewone werkure as agt op 'n dag te werk nie.
- (5) *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 word geag nie deel van die gewone werkure of oortydure uit te maak nie: Met dien verstande dat—
 (i) 'n werkgewer met sy werknemer ooreen mag kom om die duur van sodanige pouse tot uiters 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Mannekragbenutting, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;
 (ii) werkydperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoudsbepaling (i) of (vi) van toepassing is, geag word aaneenlopend te wees;
 (iii) as sodanige pouse langer as een uur is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werkyd te wees;
 (iv) '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;
 (v) alleenlik een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag geag word nie deel van die gewone werkure uit te maak nie;
 (vi) wanneer daar vanweë oortydwerk van 'n werkgewer vereis word om op 'n dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse op versoek van die werknemer tot 15 minute verkort mag word, mits die totale tydperk wat die werknemer na die eerste etenspouse van die dag gewerk het, hoogstens sewe uur is;
- (vii) dit nie nodig is om so 'n etenspouse toe te staan nie aan 'n ketelbediener, 'n skofwerker of 'n deurlopendeproseswerker gedurende sy gewone werkure op enige skof indien hy gedurende sodanige werkure die geleentheid gegee word om op sy pos 'n maaltyd te nuttig, tensy dit ingevolge artikel 27 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verbode is.
- (6) *Ruspouse.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan so na doenlik aan—
 (a) die middel van elke werkydperk in die voormiddag;
 (b) die middel van elke werkydperk in die namiddag wanneer sodanige tydperk langer as drie uur is;
 en gedurende sodanige ruspouse mag daar nie van sodanige werknemer

ted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee: Provided that an employer who reduces the ordinary hours of work of the afternoon work period by not less than 10 minutes, need not grant his employee a rest interval during such period.

(7) *Hours of work to be consecutive.*—Save as provided in subclauses (2) (b) (i) and (4), all hours of work of an employee on any day shall be consecutive.

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

- (a) in the case of a casual employee, two hours on any day;
- (b) in the case of any other employee, 10 hours in any week; and
- (c) in the case of a security guard or a watchman, 12 hours in any week.

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

- (a) between 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 a meal costing not less than 90 cents and allowed her sufficient time to have it before she has to commence overtime; or
 - (iii) paid such employee not less than 90 cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

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

(11) *Free period.*—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 an employee to work during his free period, the hours worked shall be deemed not to be part of the ordinary hours of work prescribed in subclause (2).

(12) *Shift time-table.*—Every employer who employs continuous-process workers shall, prior to the commencement of each shift cycle, affix 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. The employer shall retain such notice or time-table for a period of at least three years subsequent to the date thereof. 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.

(13) *Savings.*—(a) This clause shall not apply to a traveller or a traveller's assistant, a driver-salesman, a senior managerial or administrative employee, a technical or professional employee or to a foreman if and for so long as such employee is in receipt of a regular wage at a rate of not less than—

- (i) R700,00 per month in the municipal area of Clanwilliam;
- (ii) R775,00 per month in the Magisterial District of Estcourt;
- (iii) R850,00 per month in the remaining areas mentioned in clause 1.

(b) Subclause (5) shall not apply to a boiler attendant, a driver of a motor vehicle, a grade II employee assisting on a delivery vehicle, a continuous-process worker or a shift worker.

(c) Subclauses (4), (5), (6) and (7) shall not apply to an employee while he is engaged on emergency work or a chauffeur.

6. ANNUAL LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, and the employee shall take, in respect of each completed period of 12 months of employment with him 21 consecutive days' leave and shall pay such employee in respect of such leave an amount of not less than three times the weekly wage to which he is entitled as from the first day of the leave: Provided that for the

vereis of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse word geag deel van die gewone werkure van sodanige werknemer uit te maak: Met dien verstande dat 'n werkgewer wat die gewone werkure van die werktidperk in die namiddag met minstens 10 minute verkort, sy werknemer gedurende sodanige tydperk nie 'n rus-pouse hoef toe te staan nie.

(7) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalings van subklousules 2 (b) (i) en (4) moet alle werkure van 'n werknemer op 'n dag agtereenvolgend wees.

(8) *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; en
- (c) in die geval van 'n sekuriteitswag of 'n wag, 12 uur in 'n week.

(9) *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, met die uitsondering dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk, maar dan s6 dat die oortydwerk hoogstens 10 uur in 'n week beloop;
- (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 voorsien het van 'n ete wat minstens 90 sent kos en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of
 - (iii) sodanige werknemer minstens 90 sent betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

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

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

(11) *Vry periode.*—'n Werkgewer moet elke deurlopendeproseswerker in sy diens een vry periode van minstens 24 agtereenvolgende ure in elke week toestaan maar indien 'n werkgewer van sodanige werknemer vereis of hom toelaat om gedurende sy vry periode te werk, daar geag word dat die ure aldus gewerk nie deel uitmaak van die gewone werkure in subklousule (2) voorgeskryf nie.

(12) *Skofydtafel.*—Elke werkgewer wat deurlopendeproseswerkers in diens het, moet voor die aanvang van elke skofsiklus op sy perseel 'n kennisgewing of tydtafel opplak op 'n opvallende plek wat hyself moet bepaal, om aan te dui watter skofte elke sodanige werker gedurende die daaropvolgende skofsiklus sal moet werk en watter periodes elke sodanige werker vry sal h6. Die werkgewer moet sodanige kennisgewing of tydtafel vir 'n tydperk van minstens drie jaar na die datum daarvan bewaar. Indien geen sodanige kennisgewing of tydtafel vertoon word nie, word daar geag dat die vry periode van elke sodanige werknemer Saterdag om middernag 'n aanvang neem.

(13) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie op 'n handelsreisiger of 'n handelsreisiger se assistent, 'n drywer-verkoopsman, 'n senior bestuurs- of administratiewe werknemer, 'n tegniese of professionele werknemer of op 'n voorman van toepassing nie indien en solank sodanige werknemer 'n gereelde loon ontvang teen 'n skaal van minstens—

- (i) R700,00 per maand in die munisipale gebied Clanwilliam;
- (ii) R775,00 per maand in die landdrostrik Estcourt;
- (iii) R850,00 per maand in die oorblywende gebiede in klousule 1 vermeld.

(b) Subklousule (5) is nie op 'n ketelbediener, 'n drywer van 'n motorvoertuig, 'n werknemer graad II wat op 'n afleweringsvoertuig hulp verleen, 'n deurlopendeproseswerker of 'n skofwerker van toepassing nie.

(c) Subklousules (4), (5), (6) en (7) is nie op 'n werknemer terwyl hy noodwerk verrig, of op 'n chauffeur van toepassing nie.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (2) moet 'n werkgewer 21 agtereenvolgende dae verlof verleen aan sy werknemer, uitgesonderd 'n los werknemer, en moet die werknemer dit neem, ten opsigte van elke voltooide tydperk van 12 maande diens by sy werkgewer en moet hy sodanige werknemer ten opsigte van sodanige verlof 'n bedrag betaal van minstens drie maal die weekloon waarop hy met ingang van die

purposes of this clause the weekly wage of a traveller who is employed on commission work shall be calculated by dividing the remuneration payable to him by virtue of his agreement in accordance with clause 9 (7) in respect of the 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: Provided further that for the purposes of this clause the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section 20 (5) of the Factories, Machinery and Building Work Act, 1941.

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

- (i) if such leave has not been granted and taken earlier, it shall, save as provided in subclause (3), be granted and taken 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 and the employee shall take the leave 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—
 - (aa) sick leave granted in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b) amounting in the aggregate to not more than 10 weeks in any period of 12 months;
 - (ab) any period during which the employer is under notice of termination of employment in terms of clause 12 or is undergoing military training or service in terms of the Defence Act, 1957, unless the employee so requests and the employer so agrees, in writing;
 - (iii) if New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Vow 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 for a period of not less than three years from such date or the date of the expiry of the first period of 12 months of employment to which the leave relates, whichever is the later.
- (b) 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, or, upon the written request of an employee, not later than the first pay day after the expiration 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 one fourth 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 occasional leave granted to an employee in terms of the fourth proviso to subclause (2), and provided further that an employee—
- (i) who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or
 - (ii) who leaves his employment without cause recognised by law as sufficient; or
 - (iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

eerste dag van die verlof geregtig is: Met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n handelsreisiger wat kommissiewerk doen, bereken word deur die besoldiging wat uit hoofde van sy ooreenkoms ingevolge klousule 9 (7) aan hom betaalbaar is ten opsigte van die 12 maande onmiddellik voor die datum waarop die opgelope 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, te deel deur die getal voltooië weke in sodanige tydperk: Met dien verstande voorts dat by die toepassing van hierdie klousule die weekloon van 'n werknemer wat stukwerk verrig, bereken word op die grondslag uiteengesit in artikel 20 (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

- (i) as sodanige verlof nie eerder verleen en geneem is nie, dit behoudens die bepalings van subklousule (3) so verleen en geneem moet word dat dit begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het, of dat, as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet verleen en die werknemer die verlof moet neem met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;
 - (ii) die verloftydperk nie mag saamval nie met—
 - (aa) siekteverlof wat ingevolge klousule 7 verleen is, of met afwesigheid van die werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b) en wat altesaam hoogstens 10 weke in 'n tydperk van 12 maande beloop;
 - (ab) 'n tydperk waartydens die werknemer kennisgewing van diensbeëindiging ingevolge klousule 12 uitdien of militêre opleiding ondergaan of militêre diens doen ingevolge die Verdedigingswet, 1957, tensy die werknemer aldus skriftelik versoek en die werkgever aldus skriftelik toestem;
 - (iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiek-dag, Geloofedag 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 die verlof oor 'n tydperk van hoogstens 24 maande diens laat ooploop: Met dien verstande dat—
- (i) sodanige werknemer die versoek doen uiterlik vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en
 - (ii) die werkgever die datum van ontvangs van die versoek daarop aanbring en dit onderteken en die versoek vir 'n tydperk van minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, en wel vanaf die jongste van dié twee datums.
- (b) Subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.
- (4) Die besoldiging ten opsigte van die verlof voorgeskryf in subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word of, indien die werknemer dit skriftelik versoek, uiterlik op die eerste betaaldag na verstryking van die verlof.
- (5) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van daardie termyn opgeloopt het, moet daar by sodanige diensbeëindiging benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooië maand van sodanige dienstermyn 'n bedrag betaal word van minstens een kwart van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever 'n eweredige bedrag kan aftrek ten opsigte van 'n tydperk van geleentheidsverlof wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen het, en voorts met dien verstande dat 'n werknemer—
- (i) wat sy diens verlaat sonder dat hy die kennis gegee en die kennisgewingstermyn uitgedien het wat by klousule 12 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer die werkgever betaal het in plaas daarvan om aldus kennis te gee het; of
 - (ii) wat sy diens sonder 'n regsgeldige rede verlaat; of
 - (iii) wat sonder kennisgewing deur sy werkgever ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is,

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 or owing to incapacity in the circumstances set out in clause 7 (1) (a) or (b);
 - (iii) on the instructions or at the request of his employer, amounting in the aggregate in any period of 12 months to not more than 10 weeks; and
- (c) any period during which an employee is absent from work undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training,

and employment shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
 - (ii) in the case of an employee who was in employment before the coming into force of this Determination and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
 - (iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.
- (8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave at any time, but not more than once in any period of 12 months, close his establishment or part thereof 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 part thereof in which he is employed) in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in subclause (1) (b) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (5), and for the purposes of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment, or part thereof, 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 every other employee, one work day in respect of each completed month of employment;
- (ii) 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.

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

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

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 ook die volgende te omvat:

- (a) Enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 12 betaal in plaas van kennis te gee;
- (b) enige tydperk wat 'n werknemer afwesig is—
 - (i) met verlof ingevolge hierdie klousule;
 - (ii) met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede in klousule 7 (5) (a) of (b) uiteengesit;
- (iii) op las of versoek van sy werkgewer, en wel tot altesaam hoogstens 10 weke in 'n tydperk van 12 maande; en
- (c) enige tydperk wat 'n werknemer van die werk afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidingstydperk as diens te eis nie,

en word diens geag te begin—

- (i) in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Vasstelling kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op sodanige verlof geregtig geword het;
 - (ii) in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Vasstelling in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;
 - (iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum van inwerkingtreding van hierdie Vasstelling, en wel op die jongste van die twee datums.
- (8) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgewer vir die doel van jaarlikse verlof te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting of 'n gedeelte daarvan sluit vir 14 agtereenvolgende dae plus enige 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 die gedeelte daarvan waarin hy werksaam is) ingevolge paragraaf (a) nie op die volle tydperk van die jaarlikse verlof voorgeskryf by subklousule (1) (b), geregtig is nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in subklousule (5) uiteengesit en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting of gedeelte daarvan, na gelang van die geval, aldus sluit.

7. SIEKTEVERLOF

(1) Behoudens subklousule (2) moet 'n werkgewer 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 werkdag; en
- (b) in die geval van enige ander werknemer, altesaam minstens 24 werkdag,

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 ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;
 - (ii) waar 'n werkgewer 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.
- (2) 'n Werknemer mag, as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk—
- (a) vir langer as drie agtereenvolgende werkdag, of
 - (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Gelofte dag of Kersdag,

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 period of 12 months to not more than 10 weeks; and

(ii) any period during which an employee is absent from work owing to military training or service in terms 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.

(5) This clause shall not apply—

(a) to an employee at whose written request his employer makes contributions, at least equal to those made by the employee, any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for 20 or 24 work days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate may be reduced, but to not less than the rate of accrual set out in the first proviso to subclause (1);

(b) in respect of any period of incapacity of an employee in respect of which the employer is required by any other law to pay to the employee not less than his full wages.

8. PUBLIC HOLIDAYS AND SUNDAYS

(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 Vow 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 Vow or Christmas Day, his employer shall, save as provided in clause 4 (6), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage for each hour or part of an hour worked by the employee in the aggregate on such day: Provided that where such an employee is required 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;

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

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

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking „diens” geag ook die volgende 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 'n tydperk van 12 maande altesaam hoogstens 10 weke beloop; en

(ii) enige tydperk wat 'n werknemer van die werk afwesig is weens 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 opleidingstydperk of dienstydperk as diens te eis nie, en word een tydperk van diens by dieselfde werkgever onmiddellik voor die datum van inwerkingtreding van die Vasstelling, by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en word alle siekteverlof met volle betaling wat aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Vasstelling verleen te gewees het;

(b) beteken „ongeskiktheid” onvermoë om te werk weens 'n siekte of besering, uitgesonderd 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, as ongeskiktheid beskou word slegs gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

(5) Hierdie klousule is nie van toepassing nie—

(a) op 'n werknemer op wie se skriftelike versoek sy werkgever bydraes doen, wat minstens gelyk is aan dié wat die werknemer self doen, tot 'n fonds of organisasie wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, minstens altesaam die ekwivalent van sy loon vir 20 of 24 werkdag, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, met die uitsondering dat, gedurende die eerste 24 maande wat die werknemer bydraes betaal, die gewaarborgde koers verlaag kan word, maar tot minstens die oplopiingskoers uiteengesit in die eerste voorbehoudsbepaling van subklousule (1);

(b) ten opsigte van enige tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan daar van die werkgever ingevolge enige ander wet vereis word om aan die werknemer minstens sy volle loon te betaal.

8. OPENBARE VAKANSIEDAE EN SONDAE

(1) Behoudens klousules 4 (6) en 6 (2) moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, indien hy nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin sodanige dag val.

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

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

(a) die werknemer—

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

- (ii) if he so works for a period exceeding four hours, at a rate not less than double his ordinary wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or
- (b) pay him at a rate not less than one and one-third times his ordinary wage in respect of the total period worked by him on such Sunday and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.
- (4) Whenever a continuous-process worker works on a Sunday his employer shall, subject to the provisions of subclause (5), pay him at a rate of not less than one and a half 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 works a shift which falls partly on any public holiday mentioned 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 the shift falls.
- (7) Whenever a shift worker works a shift which falls partly on any public holiday mentioned 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.
- (8) Subclauses (2) to (7) inclusive shall not apply to—
 - (a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (13) (a);
 - (b) a casual employee, a traveller or a traveller's assistant.

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) or he may in lieu thereof supply every employee engaged on piece-work with a letter signed by himself, or on his behalf, setting out the said rates.
- (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;
 - (c) the area in which the traveller is required or permitted to work;

- (ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen 'n skaal van minstens dubbel sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon betaal, en wel die bedrag wat die grootste is; of
- (b) hom teen 'n skaal van 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 na 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 word vier uur te gewerk het.
- (4) Wanneer 'n deurlopendeproseswerker op 'n Sondag werk, moet sy werkgever hom, behoudens die bepalings van subklousule (5), betaal teen 'n skaal van minstens een en 'n half maal sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk: Met dien verstande dat daar vir werk op 'n Sondag nie vir oortyd betaal word bo en behalwe die skaal van besoldiging in hierdie subklousule voorgeskryf nie.
- (5) Wanneer 'n deurlopendeproseswerker gedurende sy vry periode werk, moet sy werkgever hom betaal teen 'n skaal van minstens dubbel sy gewone loon ten opsigte van die hele tydperk wat hy gedurende sodanige vry periode gewerk het: Met dien verstande dat hy minstens dubbel sy dagloon betaal word.
- (6) Wanneer 'n deurlopendeproseswerker 'n skof werk wat gedeeltelik op 'n openbare vakansiedag in subklousule (1) genoem of op 'n Sondag en gedeeltelik op enige ander dag val, word daar geag dat die hele skof gewerk is op die dag waarop die grootste gedeelte van sodanige skof val.
- (7) Wanneer 'n skofwerker 'n skof werk wat gedeeltelik op 'n openbare vakansiedag in subklousule (1) genoem of op 'n Sondag en gedeeltelik op enige ander dag val, word daar geag dat die hele skof gewerk is op die dag waarop die grootste gedeelte van sodanige skof val.
- (8) Subklousules (2) tot en met (7) is nie van toepassing nie—
 - (a) op 'n werknemer wat uit hoofde van klousule (5) (13) (a) van die werkurebepalings uitgesluit word;
 - (b) op 'n los werknemer, 'n handelsreisiger of 'n handelsreisiger se assistent.

9. STUKWERK EN KOMMISSIEWERK

- (1) 'n Werkgever mag nadat hy minstens een week vooraf kennis aan sy werknemer, uitgesonderd 'n handelsreisiger, gegee het, 'n stukwerkstelsel invoer en, sodanige werkgever moet, behoudens die bepalings van klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die skale wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgever, ongeag die hoeveelheid werk wat verrig is, sodanige werknemer soos volg 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 sodanige 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 sodanige werknemer vir daardie dag sou moes betaal het as hy hom 'n tydloon betaal het.
- (2) 'n Werkgever moet 'n lys van die skale van besoldiging bedoel in subklousule (1), op 'n opvallende plek in sy bedryfsinrigting opgeplak hou of hy kan in plaas daarvan aan elke werknemer wat stukwerk verrig, 'n brief besorg wat deur hom of namens hom onderteken is en waarin genoemde skale uiteengesit word.
- (3) 'n Werkgever wat voornemens is om 'n bestaande stukwerkstelsel of die skale 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 kennisgewingstermyn 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 bepalings in hierdie klousule, hoef 'n werkgever nie 'n los werknemer kennis te gee van sy voorneme om 'n stukwerkstelsel in te voer of dit 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 bepalings van die ooreenkoms uiteensit en wat die volgende moet insluit:
 - (a) Die week- of maandloon aan die handelsreisiger betaalbaar, indien sodanige loon hoër is as dié wat in klousule 3 (1) vir sodanige 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) die gebied waarin daar van die handelsreisiger vereis word of hy toegelaat word om te werk;

- (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 the provisions of clause 4 (1) shall not apply to such payment.
- (7) Save as provided in clause 4 (6), an employer shall pay to his traveller who is employed on commission work remuneration at not less than the rate agreed upon between them: Provided that, irrespective of the number or value of orders accepted by the employer, the remuneration of such traveller in respect of any period shall be not less than that which would be due to him for that period in terms of clause 3 (1).
- (8) An employer or a traveller, who intends to cancel, or to negotiate for an alteration of an agreement in regard to commission work, shall give written notice of such intention and the period of such notice shall be not less than that required to terminate the contract of employment of such traveller in terms of clause 12.

10. PROHIBITION OF EMPLOYMENT

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash or to wash and iron any such uniform, overall or protective clothing, in which event the employer shall pay such employee an allowance of not less than 60c every week.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

- (1) An employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—
 - (a) in the case of a driver, not less than one work-day's notice;
 - (b) in the case of any other employee—
 - (i) during the first four weeks of employment, not less than one work-day's;
 - (ii) 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—
 - (aa) in the case of one work-day's notice, the daily wage the employee is receiving at the time of such termination;
 - (ab) in the case of one week's notice, the weekly wage 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 longer than that prescribed in this clause;
 - (iii) the operation of any forfeitures or penalties which by law may be applicable to 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 deduction 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.

- (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 betaaldag van kommissie ten opsigte van bestellings wat die werkgewer voor die beëindiging van die dienskontrak aanvaar het: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is.
- (6) Die bepalinge van die ooreenkoms wat in subklousule (5) bedoel word, mag vir die handelsreisiger geldelik nie minder voordelig wees nie as die betrokke bepalinge van hierdie Vasstelling: Met dien verstande dat die besoldiging van 'n handelsreisiger wat kommissiewerk verrig, betaalbaar is op die dag wat in die ooreenkoms bepaal word, en in hierdie opsig is die bepalinge van klousule 4 (1) nie op sodanige betaling van toepassing nie.
- (7) Behoudens die bepalinge van klousule 4 (6) moet 'n werkgewer sy handelsreisiger wat kommissiewerk verrig, minstens die besoldiging betaal waarvoor hulle ooreengekom het: Met dien verstande dat, ongeag die getal of waarde van die bestellings wat die werkgewer aanvaar, die besoldiging van sodanige handelsreisiger ten opsigte van enige tydperk nie minder mag wees nie as dié wat ingevolge klousule 3 (1) vir daardie tydperk aan hom verskuldig sou wees.
- (8) 'n Werkgewer of 'n handelsreisiger wat voornemens is om 'n ooreenkoms in verband met kommissiewerk op te sê of oor 'n wysiging daarvan te onderhandel, moet van sodanige voorneme skriftelik kennis gee en die termyn van sodanige kennisgewing mag nie korter wees nie as dié wat by klousule 12 vir die beëindiging van die dienskontrak van sodanige handelsreisiger vereis word.

10. VERBOD OP INDIENSNEMING

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet enige uniform, oorpak, 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 enige sodanige uniform, oorpak, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om enige sodanige uniform, oorpak of beskermende klere te was of te was en te stryk, in welke geval die werkgewer sodanige werknemer 'n toelae van minstens 60c elke week moet betaal.

12. BEËINDIGING VAN DIENSKONTRAK

- (1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—
 - (a) in die geval van 'n drywer, minstens een werkdag;
 - (b) in die geval van enige ander werknemer—
 - (i) gedurende die eerste vier weke diens, minstens een werkdag;
 - (ii) 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, die werknemer of die werkgewer, na gelang van die geval, soos volg te betaal:
 - (aa) In die geval van een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
 - (ab) 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 boetes wat regtens van toepassing mag wees op 'n werknemer wat dros.
- nie hierdeur geraak word nie: Met dien verstande voorts dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd en die werkgewer hom betaal in plaas van kennis te gee, die uitdrukking „ten tyde van sodanige beëindiging ontvang” geag word te beteken „ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie”.
- (2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreengekom is.

(3) The notice prescribed in subclause (1) shall 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 terms 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 or owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b), amounting in the aggregate to not more than 10 weeks in any period of 12 months.
- (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 provision 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. RATIO

(1) An employer shall not employ an unqualified assistant roaster unless he has in his employ a qualified assistant roaster and for each qualified assistant roaster in his employ he shall not employ more than one unqualified assistant roaster.

(2) An employer shall not employ an assistant roaster unless he has in his employ a roaster and for each roaster in his employ he shall not employ more than three assistant roasters.

(3) An employer shall not employ an unqualified Grade I employee, unless he has in his employ a qualified Grade I employee and for each qualified Grade I employee in his employ he shall not employ more than one unqualified Grade I employee.

(4) For the purposes of this clause—

(a) an employer or a manager who is wholly or mainly engaged in his establishment in performing the duties of a roaster may be deemed to be a roaster;

(b) an unqualified employee who receives a wage of not less than that prescribed in clause 3 (1) for a qualified employee of his class in the area in which he works may be deemed to be a qualified employee in that class.

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

14. 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 following form, showing the full names of the employer and of the employee, the class 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:

CERTIFICATE OF SERVICE

I/We (a)
 carrying on trade in the Tea, Coffee and Chicory 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 R.....
 per week.

(Signature of employer or
 authorised representative)

Date

(a) Delete whichever is inapplicable.

(b) State class in which employee was wholly or mainly engaged, e.g. clerk, driver, grade II employee.

(NOTE.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule superseded Wage Determination 307, published under Government Notice R.51 of 10 January 1969, as amended by Government Notices R.2133 of 22 November 1974 and R.2675 of 30 December 1977.)

(3) Die kennisgewing in subklousule (1) voorgeskryf, moet 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 verleen, of enige tydperk van militêre opleiding of diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan of doen;

(ii) kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof ingevolge klousule 7 verleen, of weens ongeskiktheid in die omstandighede in klousule 7 (5) (a) of (b) uiteengesit, wat altesaam hoogstens 10 weke in 'n tydperk van 12 maande beloop.

(4) Ondanks andersluidende bepalings in hierdie Vasstelling mag 'n werkgever hom, in die geval waar sy werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder dat hy kennis gegee en die vereiste kennisgewingstermyn uitgedien het, of sonder om sy werkgever te betaal in plaas van kennis te gee, uit enige gelde wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vasstelling skuld, 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat in die geval waar 'n werkgever hom 'n bedrag aldus 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. GETALSVERRHOUDING

(1) 'n Werkgever mag nie 'n ongekwalifiseerde assistent-brander in diens neem nie, tensy hy 'n gekwalifiseerde assistent-brander in diens het, en hy mag hoogstens een ongekwalifiseerde assistent-brander in diens neem vir elke gekwalifiseerde assistent-brander in sy diens.

(2) 'n Werkgever mag nie 'n assistent-brander in diens neem nie, tensy hy 'n brander in diens het, en hy mag hoogstens drie assistent-branders in diens neem vir elke brander in sy diens.

(3) 'n Werkgever mag nie 'n ongekwalifiseerde werknemer graad I in diens neem nie, tensy hy 'n gekwalifiseerde werknemer graad I in diens het, en hy mag hoogstens een ongekwalifiseerde werknemer graad I in diens neem vir elke gekwalifiseerde werknemer graad I in sy diens.

(4) By die toepassing van hierdie klousule—

(a) mag 'n werkgever of 'n bestuurder wat in sy bedryfsinrigting uitsluitlik of hoofsaaklik die pligte van 'n brander verrig, geag word 'n brander te wees;

(b) mag 'n ongekwalifiseerde werknemer wat minstens die loon ontvang wat in klousule 3 (1) voorgeskryf word vir 'n gekwalifiseerde werknemer van sy klas in die gebied waarin hy werk, geag word 'n gekwalifiseerde werknemer in daardie klas te wees.

(5) Hierdie klousule is van afsonderlike toepassing in elke bedryfsinrigting.

14. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindiging word of waar die werknemer 'n los werknemer is, moet die werkgever by beëindiging van 'n dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik onderstaande vorm het en waarin die volle name van die werkgever en van die werknemer, die klas 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:

DIENSSERTIFIKAAT

Ek/Ons (a)
 wat sake doen in die Tee-, Koffie- en Sigoreinywerheid 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 R.....
 per week.

(Handtekening van werkgever
 of gemagtigde verteenwoordiger)

Datum

(a) Skrap wat nie van toepassing is nie.

(b) Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, drywer, werknemer graad II.

(KENNISGEWING.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Vasstelling 307, gepubliseer by Goewermentskennisgewing R.51 van 10 Januarie 1969, soos gewysig by Goewermentskennisgewings R.2133 van 22 November 1974 en R.2675 van 30 Desember 1977.)

R.1278]

[26 June 1981

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941****TEA, COFFEE AND CHICORY INDUSTRY,
CERTAIN AREAS**

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, 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 Tea, Coffee and Chicory Industry, Certain Areas, published under Government Notice R.1277 of 26 June 1981, 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 Manpower Utilisation

R.1278]

[26 Junie 1981

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941****TEE-, KOFFIE- EN SIGOREINYWERHEID,
SEKERE GEBIEDE**

Ek, STEPHANUS PETRUS BOTHA, Minister van Manekragbenutting, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Loonvasstelling vir die Tee-, Koffie- en Sigoreinywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R.1277 van 26 Junie 1981, oor die algemeen vir die werknemers wie se werkeure 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 Manekragbenutting

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