



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 889

7 Mei 1982

LOONWET, 1957

LOONVASSTELLING 421.—MAALNYWERHEID, REPUBLIEK VAN SUID-AFRIKA

In opdrag van die Minister van Mannekrag, 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 Maalnywerheid, Republiek van Suid-Afrika, gemaak en die derde 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 VASSTELLING

(1) Hierdie vasstelling is op alle werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Maalnywerheid, soos omskryf in subklousule (2), in die Republiek van Suid-Afrika, van toepassing.

(2) "Maalnywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat geregistreer is of aan registrasie onderworpe is ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, met die doel om een of meer van die volgende werksaamhede te verrig:

- (i) Die maal, vergruis of breek van graan;
- (ii) die produseer van enige rou graanproduk deur dit te maal, vergruis of breek;
- (iii) behalwe vir item (iv) hiervan, die produseer van enige prosessebewerkte graanproduk of die maal van enige prosessebewerkte graanproduk, uitgesonderd—

(a) klaar bereide onthytvoedsels; of

(b) gekookte of rou macaroni, vermicelli, spaghetti of snyfels;

indien dit gedoen word deur werkgewers en werknemers wat in een of meer van die in (i) of (ii) genoemde bedrywe werksaam is en in dieselfde bedryfsinrigting waarin genoemde bedrywe uitgeoefen word;

(iv) die produseer van gerolde hawer of hawermout bedoel vir menslike gebruik;

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 889

7 May 1982

WAGE ACT, 1957

WAGE DETERMINATION 421.—MILLING INDUSTRY, REPUBLIC OF SOUTH AFRICA

By direction of the Minister of Manpower 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 Milling Industry, Republic of South Africa, and has fixed the third Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

(1) This determination shall apply to all employers and to all their employees, other than managers in the Milling Industry as defined in subclause (2), in the Republic of South Africa.

(2) "Milling Industry" means the Industry in which employers and employees are associated in establishments which are registered or liable for registration in terms of the Factories, Machinery and Building Work Act, 1941, for the purpose of carrying on any one or more of the following activities, namely:

- (i) The grinding, gristing or crushing of cereals;
- (ii) the production of any raw cereal products by grinding, gristing or crushing;
- (iii) except for item (iv) hereof, the production of any processed cereal products or the milling of any processed cereal product, other than—
 - (a) ready-to-serve breakfast foods; or
 - (b) cooked or raw macaroni, vermicelli, spaghetti or noodles;

if done by employers and employees engaged in any one or more of the businesses referred to in (i) and (ii) and in the same establishment as the said businesses are carried on;

(iv) the production of rolled oats or oatmeal intended for human consumption;

(v) die produseer van voedingsmiddels vir lewende hawe, deur die meng, bereiding of prosesseerwerk daarvan, as dit uitgeoefen word deur werkgewers en werknemers wat in een of meer van dié in (i) of (ii) genoemde bedrywe in dieselfde bedryfsinrigting werksaam is; en omvat dit alle werksaamhede wat met enigeen van voormelde bedrywighe in verband staan of daaruit voortspruit, maar omvat nie die volgende nie:

(a) Die werksaamhede wat in (i) tot (v) hierbo genoem word as dit deur 'n boer uitgeoefen word vir ander boere slegs vir huishoudelike gebruik deur laasgenoemde; of

(b) die werksaamhede van 'n klandisiemeulenaar wat sy meul dryf op die grondslag van hoogstens een skof per dag en wat die houer is van 'n geldende registrasiesertifikaat hou wat deur die Koringraad aan hom uitgereik is; of

(c) die werksaamhede van 'n meulenaar ten opsigte van 'n meul wat hy op die grondslag van hoogstens een skof per dag dryf en waarvoor hy 'n geldende registrasiesertifikaat hou wat deur die Koringraad aan hom uitgereik is en waarin die maalvermoë van die meul as hoogstens 1 180 kg per uur aangegee word.

2. WOORDOMSKRYWING

Tensy die samehang anders aandui, het alle uitdrukkings wat in hierdie vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet en by die toepassing van hierdie vasstelling word 'n werknemer geag in daardie klas te wees waarin hy ten volle hoofsaaklik in diens 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 vir die toepassing van hierdie woordomskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Mannekragopleiding, 1981, aangewys is of geag word aangewys te wees, of wat in besit is van 'n sertifikaat wat ambagsmanstatus aan hom toewys en deur die Registrateur van Opleiding kragtens genoemde Wet aan hom uitgereik is; (5)

(2) "ambagshulp" 'n werknemer, uitgesonderd 'n vakleerling, wat onder leiding en die algemene toesig van 'n ambagsman laasgenoemde help om take te verrig wat nie die vaardigheid van of opleiding as 'n ambagsman vereis nie; (6)

(3) "bakselmenger" 'n werknemer wat in die Diervoedingsafdeling van die Maalnywerheid, onder toesig van 'n voormeulenaar, sifwerker, skofmeulenaar, pakhuisman-gradeerder of 'n pakhuisman, verantwoordelik is vir die voorbereiding van 'n baksel volgens 'n voorgeskrewe resep, die massa van die bestanddele daarvan meet, uitrusting bedien om bestanddele se massa te meet, van die produksie rekord hou, wat oor onderbase en werknemers graad I toesig kan hou en wat masjinerie kan aansit en stopsit; (7)

(4) "bediener van 'n pakkie vulmasjien" 'n werknemer wat 'n krag-aangedrewe pakkie vulmasjien bedien en wat dit daarbenewens kan aansit, stopsit en geringe verstellings daaraan kan doen; (60)

(5) "bediener van 'n pakkietoedraaimasjien" 'n werknemer wat 'n krag-aangedrewe pakkietoedraaimasjien bedien en wat dit daarbenewens kan aansit, stopsit en geringe verstellings daaraan kan doen; (61)

(6) "bedryfsinrigting" 'n perseel of gedeelte daarvan, waarin of in verband waarmee een of meer werknemers in die Maalnywerheid in diens is; (27)

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

(a) toesig oor;

(b) verantwoordelikheid vir; en

(c) leiding van;

die werksaamhede van 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting en die werknemers wat daarin werk; (50)

(8) "bode" 'n werknemer wat boodskappe, briewe of dokumente deur middel van 'n twee- of driewielmotorfiets, bromponie of bromfiets of 'n trapfiets met hulpmotor, aflewer of afhaal en wat skryfwerk in verband met sodanige afhaal of aflewering kan verrig; (54)

(9) "bruto kombinasie-massa" met betrekking tot 'n motorvoertuig, die massa van enige kombinasie van motorvoertuie, sleepwaens of leunwaens waarvan sodanige motorvoertuig deel kan uitmaak, asook die vrag, soos gespesifiseer deur die vervaardiger of, by gebreke aan sodanige spesifikasie, soos bepaal deur die registrasie-owerheid; (39)

(10) "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-owerheid; (40)

(11) "chauffeur" 'n werknemer, uitgesonderd 'n handelsreisiger se assistent, wat 'n motorvoertuig dryf wat vir die vervoer van passasiers bedoel is en gebruik word vir die vervoer van sy werkgewer of van personeel, klante of besoekers en waarmee ook dokumente of pakkette vervoer mag word; (12)

(v) the production by mixing, preparing or processing of foodstuffs for livestock if carried on by employers and employees engaged in any one or more of the businesses specified in (i) or (ii) in the same establishment; and includes all operations incidental to or consequent on any of the aforesaid activities, but does not include the following:

(a) The operations specified in (i) to (v) above if carried on by a farmer for farmers for domestic use by the latter only; or

(b) the activities of a gristing miller who operates his mill on the basis of not more than one shift per day and who holds a current certificate of registration as a gristing miller issued to him by the Maize Board;

(c) the activities of a miller in respect of a mill operated by him on the basis of not more than one shift per day and for which mill he holds a current certificate of registration issued to him by the Wheat Board and which certificate gives the milling capacity of the mill as not more than 1 180 kg per hour.

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) "Area A" means the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel (except for the municipal area of Devon), Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randfontein, Randburg, Roodepoort, Simonstown, Somerset West, Springs, Stellenbosch, Strand, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg; and the municipal area of Sasolburg; (23)

(2) "Area B" means the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Kroonstad, Pietermaritzburg, Potchefstroom, Odendaalsrus, Sasolburg (except for the municipal area of Sasolburg), Virginia and Welkom; and the municipal area of Witbank; (24)

(3) "Area C" means the Magisterial Districts of Cullinan, Highveld Ridge and Witbank (except for the municipal area of Witbank); and the municipal areas of Bethal, Bethlehem, Brits, Bronkhorstspuit, Delmas, Devon, Ermelo, Estcourt, George, Grahamstown, Harrismith, Heidelberg (Tvl), Hermanus, Knysna, Ladysmith, Lichtenburg, Malmesbury, Middelburg (Tvl), Mossel Bay, Nelspruit, Newcastle, Nylstroom, Oudtshoorn, Parys, Pietersburg, Potgietersrus, Port Shepstone, Rustenburg, Tzaneen, Upington, Warmbaths, Wellington and Worcester; (25)

(4) "Area D" means all the areas not included in the definitions of "Area A", "Area B" and "Area C"; (26)

(5) "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 Manpower Training Act, 1981, or who holds a certificate conferring artisan status and issued to him by the Registrar of Training in terms of that Act; (1)

(6) "artisan's aide" means an employee, other than an apprentice, who under the direction and general supervision of an artisan, assists the latter in the performance of tasks which do not require the skill of or training as an artisan; (2)

(7) "batch mixer" means an employee in the Animal Feed Section of the Milling Industry who, under the supervision of a feed miller, screensman, shift miller, storeman-grader or a storeman, is responsible for preparing a batch according to a prescribed recipe, mass-measuring the ingredients thereof, operating mass-measuring equipment and keeping a record of the production and who may supervise chargehands and Grade I employees and start and stop machinery; (3)

(8) "boiler attendant" means an employee who, under general supervision, is responsible for maintaining the water level and steam pressure in a boiler and who may make, maintain and draw the fire in such boiler; (34)

(9) "carton cutter" means an employee who is engaged in operating a carton cutting machine; (33)

(10) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (42)

(11) "chargehand" means an employee who, under the supervision of a feed miller, shift miller, screensman, storeman, storeman-grader, siloman, siloman-grader or a batch mixer, is in charge of a group of Grade I employees and who may lime-wash internal walls of an establishment; (52)

(12) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat in die geval van 'n skofwerker, 'n wag of 'n sekuriteitswag, dit 'n tydperk van 24 uur beteken, gereken vanaf die tydstop waarop sodanige werknemer begin werk; (18)

(13) "Distrik A" die landdrostdistrikte Alberton, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Die Kaap, Durban, Germiston, Heidelberg (Tvl.), Inanda, Johannesburg, Kempton Park, Kimberley, Klerksdorp, Nigel (uitgesonderd die munisipale gebied van Devon), Oberholzer, Oos-Londen, Pietermaritzburg, Pinetown, Port Elizabeth, Potchefstroom, Pretoria, Randfontein, Roodepoort, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Welkom, Westonaria, Wonderboom en Wynberg; en die munisipale gebiede van Krugersdorp en Sasolburg; (19)

(14) "Distrik B" die landdrostdistrikte Albany, Bethal, Brits, Bronkhorstspuit, Cullinan, Dannhauser, Delmas, Dundee, Estcourt, Glencoe, Kliprivier, Kroonstad, Krugersdorp (uitgesonderd die munisipale gebied van Krugersdorp), Malmesbury, Mooirivier, Newcastle, Odendaalsrus, Paarl, Pietersburg, Queenstown, Rustenburg, Somerset-Wes, Standerton, Stellenbosch, Strand, Virginia, Vryheid, Wellington, Witbank en Worcester; en die munisipale gebied van Devon; (20)

(15) "Distrik C" die landdrostdistrikte Alberton, Aliwal-Noord, Barberton, Beaufort-Wes, Bethlehem, Clocolan, Coligny, Cradock, De Aar, Ermelo, Ficksburg, Frankfort, George, Graaff-Reinet, Harrismith, Heilbron, Hennenman, King William's Town, Knysna, Kuruman, Ladybrand, Lichtenburg, Lindley, Lydenburg, Marico, Middelburg (Kaap), Middelburg (Tvl.), Molteno, Mosselbaai, Nelspruit, Oudtshoorn, Parys, Port Shepstone, Potgietersrus, Senekal, Sasolburg (uitgesonderd die munisipale gebied van Sasolburg), Thaba Nchu, Theunissen, Ventersburg, Ventersdorp, Volksrust, Vrede, Vryburg, Wepener en Winburg; en die munisipale gebied van Upington; (21)

(16) "Distrik D" al die gebiede wat nie in die omskrywings van "Distrik A", "Distrik B" en "Distrik C" ingesluit is nie; (22)

(17) "drywer" 'n werknemer, uitgesonderd 'n chauffeur of 'n handelsreisiger se assistent, wat 'n motorvoertuig dryf, en vir die toepassing van hierdie woordomskrywing omvat die uitdrukking " 'n motorvoertuig dryf" alle tydperke waartydens hy verplig is om op sy pos te bly gereed om te dryf; (23)

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

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

en wat geringe wonde of beserings verbind en 'n register byhou met die name van werknemers wat deur 'n mediese praktisyn behandel is of behandeling vereis, die aard van die besering en die behandeling toegedien; (33)

(19) "ekstra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa meer as 16 000 kg is; (29)

(20) "enjinbediener" 'n werknemer wat 'n staande stoomenjin aansit, stopsit en versorg, wat verantwoordelik is vir die instandhouding van die waterpeil en stoomdruk in die stoomketel van sodanige enjin, wat geringe herstelwerk en verstellings aan sodanige enjin doen en wat oor masjienkamerwerkers en werknemers graad I toetsig kan hou; (25)

(21) "fabrieksklerk" 'n werknemer, uitgesonderd 'n bakselmenger, wat onder die toesig van 'n voermeulenaar, skofmeulenaar, pakhuisman-gradeerder, pakhuisman of 'n klerk een of meer van die volgende werksaamhede of pligte uitoefen:

- (a) Bywoningsregister nagaan of besonderhede van werknemers wat by die werk afwesig is of die tyd wat werknemers aan verskillende take bestee, aanteken;
- (b) besonderhede van goedere wat ontvang of uitgereik is, nagaan of aantekene van aantekening hou van voorrade;
- (c) lotkaarte, werkaarte, produksiekaarte of ander fabrieksdokumente met die hand uitskryf;
- (d) tel of afmeet (uitgesonderd die kontrolering van die getal sakke of herhaaldelik volgens 'n gestelde maat meet);
- (e) fabrieksdokumente lisseer, sorteer, hou of oordra;
- (f) tale wat Swart of Asiëerwerknemers praat, tolk of vertaal;
- (g) vogtoetse doen;
- (h) in die loop van sy pligte as fabrieksklerk 'n optelmasjien bedien;
- (i) loon- of tydkaarte voorberei of stukwerkbepalings vir gebruik daarna deur 'n klerk aanteken;
- (j) lotnommers, inhoud of verwysingsnommers van houters wat gevul of versend is, aanteken;
- (k) besonderhede van jaarlikse of siekteverlof aanteken;
- (l) die indiensneming, ontslag of bedanking van werknemers aanteken asook die nodige inskrywings in die werknemers se persoonlike lêer of dokumente doen; of dienssertifikate voorberei of passe uitreik;
- (m) state van produksiesyfers opstel;

(12) "chauffeur" means an employee, other than a commercial traveller's assistant, who is engaged in driving a motor vehicle intended to carry passengers and used for the conveyance of his employer or of staff, clients or visitors and which may be used for the conveyance of documents or parcels; (11)

(13) "clerical assistant" means an employee who, under the supervision of a clerk, performs any one or more of the following activities:

- (a) Adding or subtracting, with or without a machine;
- (b) calculating wages;
- (c) determining correct postage by means of mass-measuring or otherwise;
- (d) filing documents according to written instructions or a list in alphabetical or numerical order or according to colour;
- (e) maintaining records of outgoing and incoming mail;
- (f) operating a duplicating, addressing, photostat, copying or lithographic machine other than a typewriter;
- (g) setting or operating a franking machine;
- (h) transferring names and addresses from completed documents to envelopes, labels or circulars in another manner than on a typewriter;
- (i) transferring particulars into registers in another manner than on a typewriter;

and who may generally assist a clerk; (36)

(14) "clerk" means an employee who is engaged in writing, typing, filing, operating a calculating or punch card machine or in any other form of clerical work and includes a cashier and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work; (35)

(15) "commercial traveller" means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (29)

(16) "commercial traveller's assistant" means an employee who accompanies a commercial traveller and assists him in packing, unpacking or displaying his samples and who may drive the motor vehicle used by the commercial traveller in the performance of his duties; (30)

(17) "commission work" means any system under which a commercial traveller's remuneration is calculated on the value or number of orders submitted by him to and accepted by his employer; (37)

(18) "day" means the period of 24 hours from midnight to midnight: Provided that, in the case of a shift worker, a watchman or a security guard, it shall mean a period of 24 hours reckoned from the time such an employee commences work; (12)

(19) "District A" means the Magisterial Districts of Alberton, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Durban, East London, Germiston, Heidelberg (Tvl.), Inanda, Johannesburg, Kempton Park, Kimberley, Klerksdorp, Nigel (except for the municipal area of Devon), Oberholzer, Pietermaritzburg, Pinetown, Port Elizabeth, Potchefstroom, Pretoria, Randfontein, Roodepoort, Simonstown, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Welkom, Westonaria, Wonderboom and Wynberg; and the municipal area of Krugersdorp and Sasolburg; (13)

(20) "District B" means the Magisterial Districts of Albany, Bethal, Brits, Bronkhorstspuit, Cullinan, Dannhauser, Delmas, Dundee, Estcourt, Glencoe, Klip River, Kroonstad, Krugersdorp (except for the municipal area of Krugersdorp), Malmesbury, Mooi River, Newcastle, Odendaalsrus, Paarl, Pietersburg, Queenstown, Rustenburg, Somerset West, Standerton, Stellenbosch, Strand, Virginia, Vryheid, Wellington, Witbank and Worcester; and the municipal area of Devon; (14)

(21) "District C" means the Magisterial Districts of Alberton, Aliwal North, Barberton, Beaufort West, Bethlehem, Clocolan, Coligny, Cradock, De Aar, Ermelo, Ficksburg, Frankfort, George, Graaff-Reinet, Harrismith, Heilbron, Hennenman, King William's Town, Knysna, Kuruman, Ladybrand, Lichtenburg, Lindley, Lydenburg, Marico, Middelburg (Cape), Middelburg (Tvl.), Molteno, Mossel Bay, Nelspruit, Oudtshoorn, Parys, Port Shepstone, Potgietersrus, Senekal, Sasolburg (except for the municipal area of Sasolburg), Thaba Nchu, Theunissen, Ventersburg, Ventersdorp, Volksrust, Vrede, Vryburg, Wepener and Winburg; and the municipal area of Upington; (15)

(22) "District D" means all the areas not included in the definitions of "District A", "District B" and "District C"; (16)

(23) "driver" means an employee, other than a chauffeur or a commercial traveller's assistant, who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods during which he is obliged to remain at his post in readiness to drive; (17)

- (n) kaartjies of etikette stempel of uitskryf;
- (o) toesig hou oor die laai of aflaai van goedere;
- (p) besonderhede oor die inhoud of die onderskeie nommers van kar-
tonne, houers of pakkette neerskryf of aanteken;
- (q) vrag- of afleweringbriewe of verpakkingsstrookies uitskryf;
- (r) voorraadkaarte bygewerk hou; (30)

(22) "faktotum" 'n werknemer, uitgesonderd 'n enjinbediener, wat geringe herstelwerk of verstellings aan masjinerie, installasies of ander uitrusting doen, uitgesonderd masjinerie, installasies of uitrusting wat regstreeks by die vervaardiging van produkte van 'n bedryfsinrigting ge-
bruik word, en wat ook geringe herstelwerk of opknappings aan geboue
mag doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman
gedoen word nie; (41)

(23) "Gebied A" die landdrostrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel (uitgeson-
derd die munisipale gebied van Devon), Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randfontein, Randburg, Roodepoort, Simonstad, Som-
merset-Wes, Springs, Stellenbosch, Strand, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg; en die munisipale
gebied van Sasolburg; (1)

(24) "Gebied B" die landdrostrikte Bloemfontein, Kimberley, Klerksdorp, Kroonstad, Odendaalsrus, Oos-Londen, Pietermaritzburg, Potchefstroom, Sasolburg (uitgesonderd die munisipale gebied van Sasol-
burg), Virginia en Welkom; en die munisipale gebied van Witbank; (2)

(25) "Gebied C" die landdrostrikte Cullinan, Hoëveldrif en Witbank (uitgesonderd die munisipale gebied van Witbank); en die munisipale
gebiede van Bethal, Bethlehem, Brits, Bronkhorstspuit, Delmas, Devon, Ermelo, Estcourt, George, Grahamstad, Harrismith, Heidelberg (Tvl.), Hermanus, Knysna, Ladysmith, Lichtenburg, Malmesbury, Middelburg (Tvl.), Mosselbaai, Nelspruit, Newcastle, Nylstroom, Oudtshoorn, Parys, Pietersburg, Potgietersrus, Port Shepstone, Rustenburg, Tzaneen, Uping-
ton, Warmbad, Wellington en Worcester; (3)

(26) "Gebied D" al die gebiede wat nie in die omskrywing van "Gebied A", "Gebied B" en "Gebied C" ingesluit is nie; (4)

(27) "gekwalifiseerd", met betrekking tot 'n werknemer, dat die onder-
vinding van 'n werknemer van sy klas hom geregtig maak op die hoogste
loon wat vir daardie klas voorgeskryf word, en omgekeerd beteken "on-
gekwalifiseerd" dat sy ondervinding in sy klas hom nie op sodanige
hoogste loon geregtig maak nie; (63)

(28) "graangradeersertifikaat" 'n sertifikaat wat deur 'n landboukol-
lege toegeken is en deur of namens die Direkteur-generaal van Landbou en
Visserye mede-onderteken is of 'n sertifikaat uitgereik deur 'n fakulteit van
landbou van enige van die bekende universiteite in die Republiek van
Suid-Afrika en waarin gesertifiseer word dat die houer daarvan gekwalifi-
seerd is om graan te gradeer; (38)

(29) "handelsreisiger" 'n werknemer wat as 'n reisende verteenwor-
diger van 'n bedryfsinrigting namens sodanige inrigting bestellings vra,
werf of soek; (15)

(30) "handelsreisiger se assistent" 'n werknemer wat 'n handelsreisiger
vergesel en hom met die inpak, uitpak of vertoon van sy monsters help en
wat die motorvoertuig mag dryf wat die handelsreisiger in die uitvoering
van sy werk gebruik; (16)

(31) "hawermeelmeulenaar" 'n werknemer in die Hawermeelafdeling
van hierdie Nywerheid wat toesig hou oor die werknemers in diens op
dieselfde skof waarop hy werksaam is en wat daarvoor verantwoordelik is
dat hulle hul pligte doeltreffend verrig en wat daarbenewens masjinerie kan
aan- en stopsit en geringe herstelwerk en verstellings daarop kan doen; (58)

(32) "interne motorvoertuigdrywer" 'n werknemer wat 'n kragange-
drewe mobiele hystoestel, vrachtwagen, motorvoertuig, rangeerder of voor-
laaier dryf wat gebruik word om grondstowwe of goedere slegs binne 'n
bedryfsinrigting te laai, af te laai, te beweeg of op te stapel en regstreeks 'n
openbare pad mag oorsteek en wat ook die olie-, brandstof- en waterpeil
van sodanige voertuig mag nagaan en as dit nodig is sodanige peile byvul
en sodanige voertuig skoonmaak; (43)

(33) "kartonsnyer" 'n werknemer wat 'n kartonsnymasjien bedien; (9)

(34) "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; (8)

(35) "klerk" 'n werknemer wat skryf, tik en liasseer, 'n reken-
opponskartmasjien bedien of enige ander soort klerklike werk verrig en
omvat dit ook 'n kassier en 'n 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; (14)

(36) "klerklike assistent" 'n werknemer wat onder die toesig van 'n
klerk een of meer van die volgende werksaamhede verrig:

- (a) Optel of aftrek met of sonder 'n masjien;
- (b) lone bereken;
- (c) die korrekte posgeld met behulp van massameting of andersins
bepaal;

(24) "emergency work" means—

(a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, 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 Transport Services;

(iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Transport Services; (50)

(25) "engine driver" means an employee who starts, stops and tends a stationary steam engine, is responsible for maintaining the water level and steam pressure in the boiler of such engine, makes minor repairs and adjustments to such engine and who may supervise engine room attendants and Grade I employees; (20)

(26) "engine room attendant" means an employee, other than a feed miller's assistant, a shift miller's assistant or a screensroom attendant, who under the supervision of an engine driver or a competent person appointed in terms of the Factories, Machinery and Building Work Act, 1941, is responsible for maintaining the oil levels in an engine, oiling, greasing and cleaning such engine and who may ship and unship belts; (44)

(27) "establishment" means any premises or portion thereof in or in connection with which one or more employees are employed in the Milling Industry; (6)

(28) "experience" means, in relation to—

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

(b) any other class of employee, the total period or periods of employ-
ment which an employee has had in his class in the Milling Industry; (53)

(29) "extra heavy motor vehicle" means a motor vehicle the gross
vehicle mass of which exceeds 16 000 kg; (19)

(30) "factory clerk" means an employee, other than a batch mixer, who, under the supervision of a feed miller, shift miller, storeman-grader, storeman or a clerk is engaged in any one or more of the following activities or duties:

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

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

(c) copying batch cards, job cards, production cards or other factory documents by hand;

(d) counting or measuring (other than keeping tally of number of bags or repetitive measuring to a set gauge);

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

(f) interpreting or translating languages spoken by Black or Asian em-
ployees;

(g) making moisture tests;

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

(i) preparing wage or time cards or recording piece-work earnings for subsequent use by a clerk;

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

(k) recording particulars of annual or sick leave;

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

(m) scheduling production figures;

(n) stamping or writing tickets or labels;

(o) supervising the loading or off-loading of goods;

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

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

(r) writing up stock cards; (21)

(31) "feed miller" means an employee in the Animal Feed Section of this Industry who is responsible for the screening, grinding, gristing, crushing, rolling, blending, processing, cubing or elevating of cereals, cereal products or animal feed products and the testing of products from time to time to ensure the correct standard of quality, who is in charge of the employees employed on the same shift as that on which he is employed and responsible for the efficient performance by them of their duties and who may start, stop and make repairs and adjustments to machinery; (77)

(d) dokumente volgens skriftelike opdragte of 'n lys in alfabetiese of numerieke volgorde of volgens kleur lisseer;

(e) aantekening hou van uitgaande en inkomende pos;

(f) 'n dupliseer-, adresseer-, fotostaat-, kopieer- of litografiese masjien, uitgesonderd 'n tikmasjien, bedien;

(g) 'n frankeermasjien stel of bedien;

(h) name en adresse vanaf voltooid dokumente op enige ander wyse as met 'n tikmasjien op koeverte, etikette of omsendbriewe plaas;

(i) besonderhede op enige ander wyse as met 'n tikmasjien in registers plaas;

en wat 'n klerk oor die algemeen bystaan; (13)

(37) "kommissiewerk" 'n stelsel waarvolgens 'n handelsreisiger se besoldiging bereken word volgens die getal of waarde van die bestellings wat hy aan sy werkgever voorlê en laasgenoemde aanvaar; (17)

(38) "korttyd" 'n tydelike vermindering van die gewone getal werkure weens 'n slappe in die bedryf, 'n tekort aan grondstowwe, 'n onklaarraking van installasies of masjinerie of weens die feit dat geboue onbruikbaar is of dreig om onbruikbaar te word; (73)

(39) "laboratorium-assistent" 'n werknemer wat roetine-toetse van graansoorte maak, met inbegrip van die astoets, wat die stabiliteit van deeg toets en wat brood vir die doel van sodanige toetse kan bak; (45)

(40) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa hoogstens 3 500 kg is; (47)

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

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

(ii) die eerste voorbehoudsbepalings 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; (84)

(42) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is; (10)

(43) "masjienfaktotum" 'n werknemer, uitgesonderd 'n voormeulenaar, sifwerker of skofmeulenaar, wat geringe herstelwerk of verstellings aan masjinerie, installasies of ander uitrusting doen wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (49)

(44) "masjienkamerwerker" 'n werknemer, uitgesonderd 'n voormeulenaar se assistent, 'n skofmeulenaar se assistent of 'n sifkamerwerker, wat onder toesig van 'n enjinbediener of 'n bevoegde persoon wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, aangestel is, verantwoordelik is vir die instandhouding van die oliepeile in 'n enjin, die olie, smeer en skoonmaak van sodanige enjin, en wat dryfbande kan opsit en afhaal; (26)

(45) "mediese ordonnans" 'n werknemer wat in besit is van 'n geldige bekwaamheidsertifikaat in eerste hulp, uitgereik deur—

(a) die Suid-Afrikaanse Rooikruisvereniging;

(b) die St John Ambulance Association; of

(c) die Suid-Afrikaanse Noodhulppliga;

en wat, onder die toesig van 'n mediese praktisyn of 'n gekwalifiseerde verpleegster, wonde of beserings behandel of verbind of geneesmiddels toedien en wat advies aan werknemers kan gee oor elementêre higiëne en dieetsake en wat ook aantekening hou van die bywoning van werknemers vir behandeling, die behandeling self en die geneesmiddels wat toegedien is; (52)

(46) "medium motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (53)

(47) "meulwerker" 'n werknemer wat onder toesig van 'n voormeulenaar of 'n skofmeulenaar toetsing hou oor sodanige werknemers graad III, werknemers graad II en werknemers graad I in diens op dieselfde skof as dié waarop hy werksaam is, en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig en wat daarbenewens masjinerie kan aan- en stopsit en geringe herstelwerk en verstellings daaraan kan doen; (55)

(48) "motorvoertuig" enige selfgedrewe voertuig met 'n enjinkapasiteit van meer as 50 cm³ wat vir die vervoer van goedere gebruik word, en omvat dit ook 'n voorhaker, 'n motorfiets of 'n motordriewiel en 'n trekker maar nie 'n mobiele hystoestel nie; (56)

(49) "nagskof" 'n skof waarvan enige gedeelte van langer as een uur tussen 24h00 en 06h00 gewerk word; (57)

(32) "feed miller's assistant" means an employee in the Animal Feed Section of this Industry who, under the supervision of a feed miller, is engaged in any one or more of the activities or duties referred to in the definition "shift miller's assistant"; (78)

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

(a) the South African Red Cross Society;

(b) the St John Ambulance Association; or

(c) die Suid-Afrikaanse Noodhulppliga;

and who is engaged in dressing minor wounds or injuries and who may keep records to show the names of employees treated or requiring treatment by a medical practitioner, the nature of the injury and the treatment given; (18)

(34) "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; (80)

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

(a) Affixing printed or ready-addressed labels to wrapping materials, containers or packages by hand;

(b) assembling boxes or crates from shooks or ready prepared materials by hand;

(c) attending to engine room;

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

(e) assisting on delivery vehicles, other than driving or effecting repairs; minding vehicles;

(f) branding, marking or stencilling boxes, bags, sacks or packages;

(g) cleaning by means of an industrial vacuum cleaner;

(h) cleaning, sweeping or washing premises or vehicles, plant, implements, machinery, tools, utensils, containers, furniture, bags, crockery, aprons or other articles;

(i) closing wooden, corrugated cardboard or fibre-board boxes or cartons, tins, tubes, bags or similar containers by hand;

(j) cooking rations, making tea or similar beverages or serving tea or other refreshments to employees, his employer or visitors;

(k) cutting bags;

(l) emptying tins, casks, bags, bottles or other containers by hand; sorting or shaking out bags;

(m) feeding into or taking of materials by hand from elevators, conveyors or machines;

(n) filling on emptying bags, sacks or other containers by hand or non-power-driven machine; filling to a set volume or mass where control is exercised automatically;

(o) folding containers or paper by hand;

(p) gardening; sweeping roads or paths; cutting down, destroying or removing trees or vegetation or trimming hedges;

(q) guarding road or rail crossings;

(r) guiding belts or stationary pulleys;

(s) keeping tally of number of bags;

(t) lifting, carrying, unpacking, moving or stacking goods or articles of any description by hand;

(u) lime-washing, colour-washing or disinfecting compounds, latrines, outbuildings or similar buildings or structures;

(v) loading or unloading trucks or vehicles;

(w) making, maintaining or drawing fires or removing refuse or ashes; sorting clinkers;

(x) mending or sewing bags by hand after they have been filled;

(y) oiling or greasing machinery when not in motion, or oiling or greasing vehicles;

(z) opening or closing boxes, bales, bags, sacks or packages; or glueing by hand;

(aa) operating a pump or hoist by hand;

(ab) operating a sack hoist or a bag mending machine;

(ac) packing articles of a uniform size and number into containers specially made to contain such articles;

(ad) pushing or pulling any vehicle or truck; other than by power-driven device;

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

(af) repetitive mass-measuring to a predetermined mass or repetitive measuring to a set gauge;

(50) "noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, haelstorm, ongeluk, epidemie, gewelddaad, diefstal of 'n onklaarraking van 'n installasie of masjinerie, of weens die feit dat 'n gebou 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) trokke of voertuie van die Suid-Afrikaanse Vervoerdienste;

(iii) voertuie wat deur 'n vervoerkontraakteur gebruik word in die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Vervoerdienste; (24)

(51) "onbelaste massa" die massa van 'n interne motorvoertuig of sleepwa wat nie gelisensieer of geregistreer hoef te word nie en is die massa van sodanige voertuig of sleepwa dié soos deur die vervaardiger gespesifiseer; (83)

(52) "onderbaas" 'n werknemer wat onder die toesig van 'n voormeulenaar, skofmeulenaar, sifwerker, pakhuisman, pakhuisman-gradeerder, silowerker, silowerker-gradeerder, of bakselmenger, in beheer is van 'n groep werknemers graad I en wat die binnemure van 'n bedryfsinrigting kan afwit; (11)

(53) "ondervinding", met betrekking tot—

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

(b) enige ander klas werknemer, die totale tydperk of tydperke diens wat sodanige werknemer in sy klas in die Maalnywerheid gehad het; (28)

(54) "oondbediener" 'n werknemer wat onder algemene toesig die temperatuur in 'n oond in stand hou en wat die vuur in sodanige oond mag maak, stook of uithaal; (44)

(55) "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 gewone werkure by kousule 5 (1) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk waarin 'n werknemer wie se gewone werkure by kousule 5 (1) (a), (b) en (c) voorgeskryf word, op 'n Sondag vir sy werkgever werk nie; (59)

(56) "pakhuisman" 'n werknemer wat in beheer is oor voorrade, wat verantwoordelik is vir die ontvang, opberging, verpakking, uitpak, bymekaarmaak, nagaan, merk, adresseer, aflewering of versending van goedere en wat toesig kan hou oor bakselmengers, onderbase, fabrieksklerke en werknemers graad I en graansoorte kan gradeer, maar wat nie in besit is van 'n graangradeersertifikaat nie; (77)

(57) "pakhuisman-gradeerder" 'n werknemer wat in besit is van 'n graangradeersertifikaat en wat graansoorte gradeer en die pligte van 'n pakhuisman uitvoer; (78)

(58) "plaaslike owerheid" 'n stadsraad, afdelingsraad, munisipale raad, dorpsraad, dorpsbestuur of 'n soortgelyke instelling in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961) beoog, en omvat dit 'n administrasieraad ingestel kragtens artikel 2 van die Wet op die Administrasie van Swart Sake, 1971 (Wet 45 van 1971); (48)

(59) "sakdrukter" 'n werknemer wat onder die algemene toesig van 'n voormeulenaar, skofmeulenaar, sifwerker of 'n pakhuisman 'n sakdrukmasjien bedien en wat oor werknemers graad I toesig kan hou; (64)

(60) "sekuriteitswag" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) mense deursoek;

(b) toesig hou of beheer uitoefen oor wagte;

(c) die beweging van mense of voertuie deur kontrolepunte of hekke kontroleer of verslag daaroor doen;

en wat in die uitvoering van sy pligte minstens een van die amptelike tale moet kan lees, skryf en praat en van wie vereis kan word om enige van of al die werksaamhede wat vir 'n wag voorgeskryf word, te verrig; (67)

(61) "senior bestuurs- of administratiewe werknemer" 'n werknemer wat in opdrag van sy werkgever werk verrig wat die verantwoordelikheid meebring om in die uitvoering van die bedryfsinrigting se werksaamhede besluite van 'n administratiewe aard te neem; (68)

(62) "sifwerker" 'n werknemer wat in beheer is van die graanskoonmaak-en-kondisioneringsinstallasie of -masjinerie in 'n bedryfsinrigting, daarvoor verantwoordelik is dat sodanige installasie of masjinerie en die skoonmaakhuis in goeie werkende toestand gehou word en wat die masjinerie in 'n sifkamer kan aansit, stopsit en verstellings daaraan kan doen en wat oor sifkamerwerkers en werknemers graad I toesig kan hou; (65)

(63) "sifkamerwerker" 'n werknemer wat onder die toesig van 'n skofmeulenaar of 'n sifwerker eenige of meer van die werksaamhede of pligte verrig wat in die woordomskriving van "skofmeulenaar se assistent" genoem word; (66)

(ag) rubber stamping where no discretion is involved;

(ah) setting up by hand ready-made cardboard or fibreboard boxes or similar containers or dismantling such boxes or containers for re-use;

(ai) sorting or distributing mail or delivering or collecting messages or articles on foot or bicycle;

(aj) sorting empty bags for damage or dirt;

(ak) sifting by hand;

(al) spreading malt or cereals;

(am) sweeping malt yards;

(an) teasing wheat sorghum;

(ao) washing, ironing uniforms, overalls or other protective clothing; (82)

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

(a) Boiler attendant;

(b) carton lining machine attendant;

(c) chargehand;

(d) feeding cartons into a filling machine;

(e) feeding wrappers into a wrapping machine;

(f) folding cartons by machine;

(g) glueing cardboard containers by machine;

(h) kiln attendant;

(i) mass-measuring other than repetitive measuring to a predetermined measure;

(j) sack printer;

(k) stacker; (83)

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

(a) Feed miller's assistant;

(b) first aid dresser;

(c) messenger;

(d) packet filling machine attendant;

(e) screensroom attendant;

(f) shift miller's assistant; (84)

(38) "grain grader's certificate" means a certificate granted by an agricultural college and countersigned by or on behalf of the Director General of Agriculture and Fisheries or a certificate issued by a Faculty of Agriculture from any recognised University in the Republic of South Africa certifying that the holder thereof is qualified and competent to grade grain; (28)

(39) "gross combination mass" in relation to a motor vehicle means the mass of any combination of motor vehicles, trailers or semi-trailers, of which such motor vehicle can form part, and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority; (9)

(40) "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; (10)

(41) "handyman" means an employee, other than an engine driver, who is engaged in making minor repairs or adjustments to machinery, plant or other equipment, other than machinery, plant or equipment directly used in the manufacture of the products of an establishment, and who may effect minor repairs or renovations on buildings but who does not do work normally performed by an artisan; (22)

(42) "heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 9 000 kg but does not exceed 16 000 kg; (73)

(43) "internal motor vehicle driver" means an employee engaged in driving or operating a power driven mobile hoist, fork lift truck, motor vehicle, shunter or front-end loader used for loading, unloading, moving, stacking of raw materials or goods exclusively within an establishment including the direct crossing of a public road and who may, in addition, check oil, fuel and water levels and if necessary, top up such levels and clean such vehicle; (32)

(44) "kiln attendant" means an employee who, under general supervision, maintains the temperature in a kiln and who may make, maintain or draw the fire in such kiln; (54)

(45) "laboratory assistant" means an employee who is engaged in making routine tests of cereals, including the ash test, testing the stability of dough and who may make bread for the purpose of such tests; (39)

(46) "law" includes the common law; (85)

(47) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (40)

(48) "local authority" means any borough council, city council, divisional council, municipal council, village council, village management board or any similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961), and includes any administration board established in terms of section 2 of the Black Affairs Administration Act, 1971 (Act 45 of 1971); (58)

(64) "silowerker" 'n werknemer, uitgesonderd 'n voormeulenaar, skofmeulenaar, sifwerker of 'n pakhuisman, wat in beheer is van 'n ontvangsinstallasie en een of meer silo's, wat graan van werwe, trokke of voertuie ontvang, elevators, vervoerbande of siwwe bedien en wat lesings op 'n outomatiese massameter kan neem en dit kan aanteken, graansoorte kan gradeer en van silovoorrade aantekening kan maak en hou, maar wat nie in besit is van 'n graangradeersertifikaat nie; (74)

(65) "silowerker-gradeerder" 'n werknemer wat in besit is van 'n graangradeersertifikaat en wat graansoorte gradeer en die pligte van 'n silowerker uitvoer; (75)

(66) "skof" 'n werktidperk van hoogstens nege en 'n kwart gewone werkure; (69)

(67) "skofmeulenaar" 'n werknemer wat verantwoordelik is vir die sif, maal, vergruis, breek, rol, verwerking of elevatorvoer van graansoorte of graanmaalprodukte, en die toets van die produkte van tyd tot tyd om te verseker dat die korrekte maalstandaard gehandhaaf word, wat in beheer is van die werknemers wat in diens is op dieselfde skof as dié waarop hy werksaam is en wat daarvoor verantwoordelik is dat hulle pligte doeltreffend verrig word en wat masjinerie kan aansit, stopsit en herstelwerk en verstellings daaraan kan doen; en beteken 'n "gekwalfiseerde skofmeulenaar" 'n werknemer wat minstens vier jaar ondervinding in die Maalnywerheid gehad het en omgekeer beteken 'n "ongekwalfiseerde meulenaar" 'n werknemer wat minder as vier jaar ondervinding gehad het; (70)

(68) "skofmeulenaar se assistent" 'n werknemer wat onder die toesig van 'n skofmeulenaar enigene of meer van die volgende werksaamhede of pligte uitvoer:

(a) Masjiene bedien terwyl hulle in werking is, maar nie verstellings of herstelwerk aan sodanige masjiene doen nie;

(b) masjiene, uitgesonderd bedekte masjiene, skoonmaak;

(c) monsters uit tuite of masjiene neem;

(d) dryfbande heelmaak;

(e) masjinerie olie of smeer terwyl dit in werking is;

(f) dryfbande opsit of afhaal; (71)

(69) "skofwerker" 'n werknemer wat skofwerk doen in 'n werksaamheid in 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag op vyf of ses dae per week gewerk word; (72)

(70) "sleepwa" 'n voertuig wat nie selfgedrewe is nie maar ontwerp of aangepas is om deur 'n motorvoertuig getrek te word, en omvat dit 'n leunwa; (82)

(71) "stapel" 'n werknemer wat onder die algemene toesig van 'n voormeulenaar, skofmeulenaar, sifwerker, pakhuisman-gradeerder of 'n pakhuisman aanwysings gee aan of toesig hou oor 'n groep werknemers graad I wat produkte verpak in graansakke of ander houers stapel; (76)

(72) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig word; (62)

(73) "swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (42)

(74) "tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgever werk van 'n tegniese of professionele aard verrig; (80)

(75) "toesighouende verpakker" 'n werknemer wat toesig hou oor die werk van die werknemers betrokke by die verskillende verpakkingswerksaamhede in 'n bedryfsinrigting in die Hawermeelafdeling van hierdie Nywerheid; (79)

(76) "trekker" 'n motorvoertuig, uitgesonderd 'n voorhaker, wat ontwerp of aangepas is hoofsaaklik om ander voertuie te trek en nie om vrag te dra nie; (81)

(77) "voormeulenaar" 'n werknemer in die Dierevoedingsafdeling van hierdie Nywerheid wat verantwoordelik is vir die sif, maal, vergruising, breek, rol, meng, verwerking, kubering of elevatorvoer van graan, graanprodukte of dierevoedingsprodukte en vir die toets van produkte van tyd tot tyd om te verseker dat die korrekte gehaltestandaard gehandhaaf word, wat in beheer is van die werknemers wat in diens is op dieselfde skof as dié waarop hy werksaam is en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig en wat masjinerie kan aansit en stopsit en herstelwerk en verstellings daaraan kan doen; (31)

(78) "voormeulenaar se assistent" 'n werknemer in die Dierevoedingsafdeling van hierdie Nywerheid wat onder die toesig van 'n voormeulenaar enigene of meer van die werksaamhede of pligte uitvoer waarvan in die omskrywing van "skofmeulenaar se assistent" melding gemaak word; (32)

(79) "voorhaker" 'n motorvoertuig ontwerp of aangepas om ander voertuie te trek en nie om vrag te dra nie, uitgesonderd 'n sleepwa, leunwa of ballas wat daarop rus, en omvat dit nie 'n trekker nie; (51)

(80) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (34)

(49) "machine handyman" means an employee, other than a feed miller, screensman or a shift miller, who is engaged in making repairs or adjustments to machinery, plant or other equipment used directly in the manufacture of the products of an establishment but who does not do work normally performed by an artisan; (43)

(50) "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 or a department of an establishment and the employees engaged therein; (7)

(51) "mechanical horse" means a motor vehicle designed or adapted to pull other vehicles and not to carry any load other than a trailer, semi-trailer or ballast and does not include a tractor; (79)

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

(a) The South African Red Cross Society;

(b) The St John Ambulance Association; or

(c) die Suid-Afrikaanse Noodhulpiga;

and who, under the supervision of a medical practitioner or a qualified nurse, is engaged in treating or dressing wounds or injuries or in administering medicines and who may give advice to employees concerning elementary hygiene and dietary matters and who may also maintain records concerning employee attendances for treatment and treatment and medicines administered; (45)

(53) "medium motor vehicle" means a motor vehicle the gross vehicle mass or the gross combination mass of which exceeds 3 500 kg but does not exceed 9 000 kg; (46)

(54) "messenger" means an employee who is engaged in delivering or collecting messages, letters or documents by means of a two- or three-wheeled motor cycle, motor scooter or autocycle or a cycle fitted with an auxiliary engine and who may do writing connected with such collecting or delivering; (8)

(55) "mill attendant" means an employee who, under the supervision of a feed miller or a shift miller, is in charge of such Grade III employees, Grade II employees and Grade I employees as are employed on the same shift as that on which he is employed and who is responsible for the efficient performance by them of their duties and who may additionally start, stop and make minor repairs and adjustments to machinery; (47)

(56) "motor vehicle" means any self-propelled vehicle with an engine capacity exceeding 50 cm³, used for conveying goods, and includes a mechanical horse, a motor cycle or a motor tricycle and a tractor, but does not include a mobile hoist; (48)

(57) "night-shift" means a shift any portion of which exceeding one hour is worked between 24h00 and 06h00; (49)

(58) "oatmeal miller" means an employee in the Oatmeal Section of this industry who is in charge of the employees employed on the same shift as that on which he is employed and who is responsible for the efficient performance by them of their duties and who may additionally start, stop and make minor repairs and adjustments to machinery; (31)

(59) "overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 5 (1), but does not include any period during which an employee whose ordinary hours of work are prescribed in clause 5 (1) (a), (b) and (c), works for his employer on a Sunday; (55)

(60) "packet filling machine attendant" means an employee who attends to a power-driven packet filling machine and who additionally may start, stop and make minor adjustments to it; (4)

(61) "packet wrapping machine attendant" means an employee who attends to a power-driven packet wrapping machine and who additionally may start, stop and make minor adjustments to it; (5)

(62) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (72)

(63) "qualified" in relation to an employee, means that the experience of an employee of his class entitles him to the highest wage rate prescribed for that class, and, conversely, "unqualified" means that his experience in his class does not entitle him to such highest rate; (27)

(64) "sack printer" means an employee who, under the general supervision of a feed miller, shift miller, screensman or a storeman, is engaged in operating a sack printing machine and who may supervise Grade I employees; (59)

(65) "screensman" means an employee who is in charge of the grain cleaning and conditioning plant or machinery in an establishment, responsible for keeping such plant or machinery and the cleaning house in good working condition and who may start, stop and make adjustments to the machinery in a screensroom and supervise screensroom attendants and Grade I employees; (62)

(81) "wag" 'n werknemer wat persele, geboue, bouwerke of vaste of roerende eiendom bewaak of patrolleer en honde in die uitvoering van sy pligte hanteer. (85)

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

(a) Gedrukte of klaargedresseerde etikette op omhulsels, houers of pakkette met die hand aanbring;

(b) met kisplanke of klaarbereide materiaal kratte of dose met die hand aanmekeer sit;

(c) in die masjienkamer werk;

(d) 'n ambagsman, faktotum of masjienfaktotum help deur artikels of gereedskap vir hom vas te hou of andersins saam met hom te werk, maar nie self gereedskap te gebruik nie;

(e) met afleweringsvoertuie help maar hulle nie ry of herstel nie; na voertuie omsien;

(f) dose, sakke of pakkette brandmerk, merk of sjabloneer;

(g) deur middel van 'n industriële stofsuier skoonmaak;

(h) persele of voertuie, installasies, werktuie, masjinerie, gereedskap, gerei, houers, meubels, sakke, breekware, voorskote op ander artikels skoonmaak, was of uitvee;

(i) dose of kiste van riefelkarton of veselbord of hout, blikke, buise, sakke of soortgelyke houers met die hand toemaak;

(j) rantsoene gaarmaak of tee of dergelyke drank maak, of tee of soortgelyke drank aan werknemers of sy werkgever of besoekers bedien;

(k) sakke sny;

(l) blikke, vate, sakke, bottels of ander houers met die hand leegmaak; sakke sorteer of uitskud;

(m) materiaal met die hand in elevators of masjiene plaas of daaruit neem of op vervoerbande plaas of daarvan verwyder;

(n) sakke of ander houers met die hand of met 'n nie-kragaangedrewe masjien vul of leegmaak of hulle volgens 'n vasgestelde volume of massa waarvoor beheer outomaties uitgeoefen word, vul;

(o) houers of papier met die hand vou;

(p) tuinwerk verrig; paai of paadjies vee; bome of plante afsny, vernietig of verwyder of heinings snoei;

(q) kruisings of spooroorgange bewaak;

(r) dryfbande op stilstande katrolle opsit;

(s) aantekening van getal sakke hou;

(t) met die hand goedere of artikels oplaag, dra, uitpak, skuif of opstapel;

(u) kampongs, latrines, buitegeboue of soortgelyke geboue of bouwerke afwit, met kleurkalk verf of ontsmet;

(v) vragmotors of voertuie laai of aflaai;

(w) vuur maak of stook of uithaal of afval of as verwyder; sintels sorteer;

(x) sakke met die hand heelmaak of hulle toenaai nadat hulle gevul is;

(y) masjinerie olie of smeer wanneer dit nie in beweging is nie of voertuie olie of smeer;

(z) dose, bale, sakke of pakkette oop- of toemaak; of lymwerk met die hand verrig;

(aa) 'n pomp of hystoestel met die hand bedien;

(ab) 'n sakhyser of sakheelmaakmasjiene bedien;

(ac) voorwerpe van eenvormige grootte en getal in houers verpak wat spesiaal vervaardig is om dit te bevat;

(ad) enige voertuig of vragmotor stoot of trek, uitgesonderd deur van 'n kragaangedrewe toestel gebruik te maak;

(ae) nagemmers verwyder, leegmaak, skoonmaak of vervang;

(af) herhaaldelik die massa volgens 'n voorafbepaalde massastuk meet of herhaaldelik volgens 'n gestelde maat meet;

(ag) waar geen oordeel geveer word nie met 'n rubbertjap stempel;

(ah) klaargemaakte karton- of veselborddose of soortgelyke houers inmekeer sit of vir herverbruik uitmekeerhaal;

(ai) pos sorteer of uitdeel of boodskappe gee of neem of artikels per voet of per fiets aflewer of afhaal;

(aj) leë sakke wat beskadig of vuil is, sorteer;

(ak) met die hand sif;

(al) mout of graansoorte spreid;

(am) moutwerwe vee;

(an) kafferkring uitpluis;

(ao) uniforms, oorjasse of ander beskermende kleredrag was en stryk;

(35)

(66) "screensroom attendant" means an employee who, under the supervision of a shift miller or a screensman, is engaged in any one or more of the activities or duties referred to in the definition "shift miller's assistant"; (63)

(67) "security guard" means an employee who is engaged in any 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 must be able to read, write and speak at least one of the official languages and who may be required to perform any or all of the activities prescribed for a watchman; (60)

(68) "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; (61)

(69) "shift" means a period of work not in excess of nine and a quarter ordinary hours of work; (66)

(70) "shift miller" means an employee who is responsible for the screening, grinding, gristing, crushing, rolling, processing or elevating of cereals or products of cereal milling and the testing of the products from time to time to ensure the correct standard of grinding, who is in charge of the employees employed on the same shift as that on which he is employed and responsible for the efficient performance by them of their duties and who may start, stop and make repairs and adjustments to machinery; and a "qualified shift miller" means an employee who has had not less than four years' experience in the Milling Industry and, conversely, an "unqualified shift miller" means an employee who has had less than four years' experience; (67)

(71) "shift miller's assistant" means an employee who under the supervision of a shift miller, is engaged in any one or more of the following activities:

(a) attending to machines while in operation, but excluding the making of adjustments or repairs to such machines;

(b) cleaning machines, other than closed machines;

(c) drawing samples from spouts or machines;

(d) mending belts;

(e) oiling or greasing machinery while in motion;

(f) shipping or unshipping belts; (68)

(72) "shift worker" means an employee who is engaged on shift work in an activity in an establishment in which two or three consecutive shifts per day on five or six days per week are worked; (69)

(73) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of structures; (38)

(74) "siloman" means an employee, other than a feed miller, shift miller, screensman or a storeman, who is in charge of an intake plant and one or more silos, receives cereals from wharfs, trucks or vehicles, attends to elevators, conveyors or screens and who may take readings on an automatic mass-measurer and record such readings, grade cereals and take and keep records of silo stacks, but who does not hold a grain grader's certificate; (64)

(75) "siloman-grader" means an employee who holds a grain grader's certificate and who is engaged in grading cereals and in the duties of a siloman; (65)

(76) "stacker" means an employee who, under the general supervision of a feed miller, shift miller, screensman, storeman-grader or a storeman, directs or supervises a group of Grade I employees engaged in building stacks of commodities contained in grain bags or other containers; (71)

(77) "storeman" means an employee who is in charge of stores, who is responsible for receiving, storing, packing, unpacking, assembling, checking, marking, addressing, delivering or despatching goods and who may supervise batch mixers, chargehands, factory clerks and Grade I employees, and who may grade cereals but who does not hold a grain grader's certificate; (56)

(78) "storeman-grader" means an employee who holds a grain grader's certificate and who is engaged in grading cereals and in the duties of a storeman; (57)

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

- (a) Stoomketelbediener;
- (b) bediener van 'n masjien wat kartonhouers van voerings voorsien;
- (c) onderbaas;
- (d) kartonhouers in 'n vulmasjien voer;
- (e) omslae in 'n toedraaimasjien voer;
- (f) kartonhouers met 'n masjien vou;
- (g) kartonhouers met 'n masjien vaslym;
- (h) oondwerker;
- (i) massa meet, uitgesonderd herhaaldelik die massa volgens 'n vooraf bepaalde maat meet;
- (j) sakdrukker;
- (k) stapelaar; (36)

(84) "werknemer graad III" 'n werknemer wat in enigeen of meer van die volgende werksaamhede of hoedanighede in diens is:

- (a) Voermeulenaar se assistent;
- (b) eerste hulpbediener;
- (c) bode;
- (d) bediener van 'n pakkievulmasjien;
- (e) sifkamerwerker;
- (f) skofmeulenaar se assistent; (37)
- (85) "wet" ook die gemene reg; (46)

3. BESOLDIGING

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

- (a) Werknemers, uitgesonderd los werknemers—
- (i) in alle seksies van die Maalnywerheid:

(79) "supervisor packer" means an employee who supervises the work of the employees engaged in the various packing operations in an establishment in the Oatmeal Section of this industry; (75)

(80) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character; (74)

(81) "tractor" means a motor vehicle, other than a mechanical horse, designed or adapted mainly to pull other vehicles and not to carry any load; (76)

(82) "trailer" means a vehicle which is not self-propelled but designed or adapted to be pulled by a motor vehicle, and includes a semi-trailer; (70)

(83) "unladen mass" the mass of an internal motor vehicle or trailer which is not required to be licenced or registered shall be the mass of such vehicle or trailer as specified by the maker; (51)

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

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

(ii) the first proviso shall not be so construed as to refer to or include any remuneration which an employee, who is employed on any basis provided for in clause 9, receives over and above the amount which he would have received if he had not been employed on such a basis; (41)

(85) "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. (81)

3. REMUNERATION

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

- (a) Employees, other than casual employees—
- (i) in all sections of the Milling Industry:

	In Distrik A	In Distrik B	In Distrik C	In Distrik D
	Per week	Per week	Per week	Per week
	R	R	R	R
Pakhuisman—				
gedurende die eerste jaar ondervinding	64,00	59,00	55,00	47,00
gedurende die tweede jaar ondervinding	92,00	85,00	77,00	65,00
gedurende die derde jaar ondervinding	121,00	110,00	99,00	82,00
daarna	157,00	143,00	126,00	105,00
Pakhuisman, gradeerder	170,00	156,00	137,00	126,00
Sifwerker—				
gedurende die eerste jaar ondervinding	73,00	69,00	61,00	53,00
gedurende die tweede jaar ondervinding	97,00	92,00	80,00	68,00
gedurende die derde jaar ondervinding	121,00	115,00	99,00	84,00
gedurende die vierde jaar ondervinding	145,00	137,00	118,00	100,00
daarna	183,00	167,00	141,00	119,00
Silowerker	106,00	98,00	84,00	82,00
Silowerker, gradeerder	170,00	156,00	137,00	126,00
Skofmeulenaar—				
gedurende die eerste jaar ondervinding	83,00	78,00	72,00	60,00
gedurende die tweede jaar ondervinding	114,00	106,00	96,00	79,00
gedurende die derde jaar ondervinding	145,00	134,00	120,00	98,00
gedurende die vierde jaar ondervinding	176,00	162,00	144,00	117,00
daarna	207,00	190,00	166,00	135,00
Voermeulenaar—				
gedurende die eerste jaar ondervinding	75,00	70,00	65,00	54,00
gedurende die tweede jaar ondervinding	97,00	92,00	85,00	69,00
gedurende die derde jaar ondervinding	119,00	114,00	105,00	84,00
gedurende die vierde jaar ondervinding	140,00	136,00	125,00	99,00
daarna	165,00	157,00	145,00	114,00

Met dien verstande dat die minimum loon betaalbaar aan 'n werknemer nie minder sal wees nie as die loon waarop hy ingevolge Loonvaststelling 315, soos gewysig, geregtig is op die datum wat die datum waarop hierdie vaststelling bindend word, onmiddellik voorafgaan.

	In District A	In District B	In District C	In District D
	Per week	Per week	Per week	Per week
	R	R	R	R
Feed miller—				
during the first year of experience	75,00	70,00	65,00	54,00
during the second year of experience	97,00	92,00	85,00	69,00
during the third year of experience	119,00	114,00	105,00	84,00
during the fourth year of experience	140,00	136,00	125,00	99,00
thereafter	165,00	157,00	145,00	114,00

	In District A	In District B	In District C	In District D
	Per week	Per week	Per week	Per week
Screensman—	R	R	R	R
during the first year of experience	73,00	69,00	61,00	53,00
during the second year of experience	97,00	92,00	80,00	68,00
during the third year of experience	121,00	115,00	99,00	84,00
during the fourth year of experience	145,00	137,00	118,00	100,00
thereafter	183,00	167,00	141,00	119,00
Shift miller—				
during the first year of experience	83,00	78,00	72,00	60,00
during the second year of experience	114,00	106,00	96,00	79,00
during the third year of experience	145,00	134,00	120,00	98,00
during the fourth year of experience	176,00	162,00	144,00	117,00
thereafter	207,00	190,00	166,00	135,00
Siloman	106,00	98,00	84,00	82,00
Siloman-grader	170,00	156,00	137,00	126,00
Storeman—				
during the first year of experience	64,00	59,00	55,00	47,00
during the second year of experience	92,00	85,00	77,00	65,00
during the third year of experience	121,00	110,00	99,00	82,00
thereafter	157,00	143,00	126,00	105,00
Storeman-grader	170,00	156,00	137,00	126,00

Provided that the minimum wage payable to an employee shall be not less than the wage to which he is entitled in terms of Determination 315 as amended, on the date immediately preceding the date on which this determination becomes binding.

(ii) in alle seksies van die Maalwyerheid:

	In Gebied A			In Gebied B			In Gebied C			In Gebied D		
	(aa)	(ab)	(ac)	(aa)	(ab)	(ac)	(aa)	(ab)	(ac)	(aa)	(ab)	(ac)
	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week
	R	R	R	R	R	R	R	R	R	R	R	R
Ambagsman	119,00	133,00	133,00	115,00	120,00	120,00	110,00	115,00	115,00	105,00	110,00	110,00
Ambagsmanshulp—												
gedurende die eerste ses maande ondervinding	54,50	60,00	60,00	47,50	53,00	53,00	42,00	46,00	46,00	36,50	40,50	40,50
gedurende die tweede ses maande ondervinding	58,50	64,50	64,50	51,00	57,00	57,00	45,00	49,50	49,50	39,00	43,50	43,50
daarna	62,50	69,00	69,00	54,50	61,00	61,00	48,00	53,00	53,00	41,50	46,50	46,50
Baksmenger—												
gedurende die eerste drie maande ondervinding	43,00	47,50	47,50	41,00	43,00	43,00	39,50	41,50	41,50	36,00	38,00	38,00
gedurende die tweede drie maande ondervinding	54,00	60,00	60,00	51,50	54,00	54,00	50,00	51,50	51,50	47,00	49,00	49,00
daarna	65,00	73,00	73,00	62,00	65,00	65,00	60,00	62,00	62,00	58,00	60,00	60,00
Chauffeur	52,50	54,50	54,50	51,50	53,00	53,00	50,50	52,00	52,00	45,00	47,00	47,00
Drywer van 'n—												
(i) ligte motorvoertuig	52,50	54,50	54,50	51,50	53,00	53,00	50,50	52,00	52,00	45,00	47,00	47,00
(ii) medium motorvoertuig	63,00	69,00	69,00	62,00	65,00	65,00	61,00	63,00	63,00	53,00	55,00	55,00
(iii) swaar motorvoertuig	73,50	82,00	82,00	72,00	75,00	75,00	71,00	73,00	73,00	62,00	64,00	64,00
(iv) ekstra swaar motorvoertuig	80,00	91,00	91,00	78,00	81,00	81,00	77,00	79,00	79,00	67,00	69,00	69,00
Drywer van 'n interne motorvoertuig	52,50	54,50	54,50	51,50	53,00	53,00	50,50	52,00	52,00	45,00	47,00	47,00
Fabrieksklerk—												
gedurende die eerste ses maande ondervinding	43,50	49,50	49,50	41,50	44,00	44,00	39,50	41,50	41,50	36,00	38,00	38,00
daarna	50,50	58,00	58,00	48,50	51,50	51,50	46,50	48,50	48,50	41,50	43,50	43,50
Faktotum	58,00	64,50	64,50	56,00	60,00	60,00	54,00	57,00	57,00	48,00	50,00	50,00
Handelsreisiger—												
gedurende die eerste jaar ondervinding	87,46	98,77	98,77	84,23	87,46	87,46	81,23	83,54	83,54	78,46	80,77	80,77
gedurende die tweede jaar ondervinding	95,54	108,00	108,00	91,85	95,77	95,77	88,62	90,92	90,92	85,62	87,92	87,92
gedurende die derde jaar ondervinding	103,38	117,23	117,23	99,46	103,85	103,85	96,00	98,31	98,31	92,77	95,08	95,08
gedurende die vierde jaar ondervinding	111,23	126,46	126,46	107,08	111,92	111,92	103,38	105,69	105,69	99,92	102,23	102,23
daarna	119,31	135,69	135,69	114,69	120,00	120,00	110,77	113,08	113,08	107,08	109,38	109,38
Handelsreisiger se assistent	52,50	54,50	54,50	51,50	53,00	53,00	50,50	52,00	52,00	45,00	47,00	47,00
Hawermeelmeulenaar—												
gedurende die eerste ses maande ondervinding	43,00	47,50	47,50	41,00	43,00	43,00	39,50	41,50	41,50	36,00	38,00	38,00
gedurende die tweede ses maande ondervinding	54,00	60,00	60,00	51,50	54,00	54,00	50,00	51,50	51,50	47,00	49,00	49,00
daarna	65,00	73,00	73,00	62,00	65,00	65,00	60,00	62,00	62,00	58,00	60,00	60,00
Kartonsnyer—												
gedurende die eerste drie maande ondervinding	41,00	47,00	47,00	36,00	42,00	42,00	31,50	36,00	36,00	27,50	30,50	30,50
gedurende die tweede drie maande ondervinding	44,50	50,50	50,50	39,00	45,00	45,00	34,00	38,50	38,50	30,00	33,00	33,00
gedurende die derde drie maande ondervinding	48,00	53,50	53,50	41,50	47,50	47,50	36,59	41,00	41,00	32,00	35,50	35,50
gedurende die vierde drie maande ondervinding	51,00	57,00	57,00	44,50	50,00	50,00	39,50	43,50	43,50	34,00	38,00	38,00
daarna	54,50	60,00	60,00	47,50	53,00	53,00	42,00	46,00	46,00	36,50	40,50	40,50
Klerk—												
man—												
gedurende die eerste jaar ondervinding	48,92	58,15	58,15	46,62	51,23	51,23	45,23	47,54	47,54	40,15	42,46	42,46
gedurende die tweede jaar ondervinding	63,92	73,15	73,15	61,15	65,08	65,08	59,31	61,62	61,62	53,08	55,38	55,38
gedurende die derde jaar ondervinding	78,92	88,15	88,15	75,69	78,92	78,92	73,38	75,69	75,69	66,00	68,31	68,31
daarna	93,92	103,15	103,15	90,23	92,77	92,77	87,46	89,77	89,77	78,92	81,23	81,23
vrou—												
gedurende die eerste jaar ondervinding	44,77	51,46	51,46	43,85	47,54	47,54	41,54	44,54	44,54	39,23	40,85	40,85
gedurende die tweede jaar ondervinding	51,92	62,54	62,54	49,85	57,46	57,46	47,54	54,46	54,46	44,54	49,85	49,85
gedurende die derde jaar ondervinding	59,08	73,62	73,62	55,85	67,38	67,38	53,54	64,38	64,38	49,85	58,85	58,85
daarna	66,23	84,69	84,69	61,85	77,31	77,31	59,54	74,54	74,54	55,15	67,85	67,85

	In Gebied A			In Gebied B			In Gebied C			In Gebied D		
	(aa)	(ab)	(ac)	(aa)	(ab)	(ac)	(aa)	(ab)	(ac)	(aa)	(ab)	(ac)
	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week
Klerklike assistent—	R	R	R	R	R	R	R	R	R	R	R	R
gedurende die eerste ses maande ondervinding	43,50	49,50	49,50	41,50	44,00	44,00	39,50	41,50	41,50	36,00	38,00	38,00
daarna	50,50	58,00	58,00	48,50	51,50	51,50	46,50	48,50	48,50	41,50	43,50	43,50
Laboratoriumassistent—												
gedurende die eerste ses maande ondervinding	43,00	49,00	49,00	41,00	43,50	43,50	39,00	41,00	41,00	34,00	36,00	36,00
gedurende die tweede ses maande ondervinding	50,50	56,50	56,50	48,50	52,00	52,00	46,50	49,00	49,00	41,00	43,00	43,00
daarna	58,00	64,50	64,50	56,00	60,00	60,00	54,00	57,00	57,00	48,00	50,00	50,00
Lokomotiefdrywer	59,00	64,50	64,50	57,00	60,00	60,00	55,00	57,00	57,00	48,00	50,00	50,00
Masjienfaktotum	65,00	73,00	73,00	62,00	65,00	65,00	60,00	62,00	62,00	58,00	60,00	60,00
Mediese ordonnans—												
gedurende die eerste jaar ondervinding	74,00	52,00	52,00	41,00	45,50	45,50	36,00	39,50	39,50	31,00	34,50	34,50
gedurende die tweede jaar ondervinding	50,50	56,00	56,00	44,00	49,50	49,50	39,00	43,00	43,00	34,00	37,50	37,50
daarna	54,00	60,00	60,00	47,50	53,00	53,00	42,00	46,00	46,00	36,50	40,50	40,50
Meulversorger—												
gedurende die eerste ses maande ondervinding	43,00	47,50	47,50	41,00	43,00	43,00	39,50	41,50	41,50	36,00	38,00	38,00
gedurende die tweede ses maande ondervinding	54,00	60,00	60,00	51,50	54,00	54,00	50,00	51,50	51,50	47,00	49,00	49,00
daarna	65,00	73,00	73,00	62,00	65,00	65,00	60,00	62,00	62,00	58,00	60,00	60,00
Sekuriteitswag	49,00	58,00	58,00	46,50	51,00	51,00	45,00	47,50	47,50	40,00	42,50	42,50
Toesighoudende verpakker	52,50	58,00	58,00	46,50	51,50	51,50	41,00	45,00	45,00	35,50	39,00	39,00
Versorger van 'n pakkietoedraaimasjien—												
gedurende die eerste drie maande ondervinding	40,00	45,00	45,00	35,00	40,00	40,00	31,00	34,50	34,50	27,00	30,50	30,50
gedurende die tweede drie maande ondervinding	41,50	46,50	46,50	36,00	41,00	41,00	32,00	35,50	35,50	28,00	31,50	31,50
gedurende die derde drie maande ondervinding	43,00	48,00	48,00	37,00	42,00	42,00	33,00	36,50	36,50	29,00	32,50	32,50
daarna	44,50	50,00	50,00	38,50	44,00	44,00	34,00	38,00	38,00	30,00	33,50	33,50
Wag	45,00	49,50	49,50	39,00	43,50	43,50	34,50	38,00	38,00	30,00	33,50	33,50
Werknemer, graad I—												
man	39,00	43,00	43,00	34,00	38,00	38,00	30,00	33,00	33,00	26,00	29,00	29,00
vrou	31,00	37,00	43,00	27,00	32,50	38,00	24,00	28,50	33,00	21,00	25,00	29,00
Werknemer, graad II—												
gedurende die eerste drie maande ondervinding	40,00	45,00	45,00	35,00	40,00	40,00	31,00	34,50	34,50	27,00	30,50	30,50
daarna	43,00	48,00	48,00	37,00	43,00	43,00	33,00	37,00	37,00	28,50	32,50	32,50
Werknemer, graad III—												
gedurende die eerste drie maande ondervinding	40,00	45,00	45,00	35,00	40,00	40,00	31,00	34,50	34,50	27,00	30,50	30,50
gedurende die tweede drie maande ondervinding	41,50	47,00	47,00	36,00	41,50	41,50	32,50	36,00	36,00	28,00	32,00	32,00
gedurende die derde drie maande ondervinding	43,50	49,00	49,00	37,50	43,50	43,50	34,00	37,50	37,50	29,00	33,50	33,50
daarna	45,50	51,50	51,50	40,00	45,50	45,50	35,50	39,50	39,50	30,50	35,00	35,00
Werknemer nie uitdruklik in hierdie subklousule vermeld nie	45,00	49,50	49,50	39,00	43,50	43,50	34,50	38,00	38,00	30,00	33,50	33,50

(aa) Gedurende die eerste ses maande nadat hierdie Vasstelling van krag geword het.

(ab) Gedurende die tweede ses maande nadat hierdie Vasstelling van krag geword het.

(ac) Daarna.

(ii) in all sections of the Milling Industry:

	In Area A			In Area B			In Area C			In Area D		
	(aa)	(ab)	(ac)	(aa)	(ab)	(ac)	(aa)	(ab)	(ac)	(aa)	(ab)	(ac)
	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week
Artisan.....	R 119,00	R 133,00	R 133,00	R 115,00	R 120,00	R 120,00	R 110,00	R 115,00	R 115,00	R 105,00	R 110,00	R 110,00
Artisan's aide—												
during the first six months of experience	54,50	60,00	60,00	47,50	53,00	53,00	42,00	46,00	46,00	36,50	40,50	40,50
during the second six months of experience	58,50	64,50	64,50	51,00	57,00	57,00	45,00	49,50	49,50	39,00	43,50	43,50
thereafter	62,50	69,00	69,00	54,50	61,00	61,00	48,00	53,00	53,00	41,50	46,50	46,50
Batch mixer—												
during the first three months of experience	43,00	47,50	47,50	41,00	43,00	43,00	39,50	41,50	41,50	36,00	38,00	38,00
during the second three months of experience	54,00	60,00	60,00	51,50	54,00	54,00	50,00	51,50	51,50	47,00	49,00	49,00
thereafter	65,00	73,00	73,00	62,00	65,00	65,00	60,00	62,00	62,00	58,00	60,00	60,00
Carton cutter												
during the first three months of experience	41,00	47,00	47,00	36,00	42,00	42,00	31,50	36,00	36,00	27,50	30,50	30,50
during the second three months of experience	44,50	50,50	50,50	39,00	45,00	45,00	34,00	38,50	38,50	30,00	33,00	33,00
during the third three months of experience	48,00	53,50	53,50	41,50	47,50	47,50	36,50	41,00	41,00	32,00	35,50	35,50
during the fourth three months of experience	51,00	57,00	57,00	44,50	50,00	50,00	39,50	43,50	43,50	34,00	38,00	38,00
thereafter	54,50	60,00	60,00	47,50	53,00	53,00	42,00	46,00	46,00	36,50	40,50	40,50
Chauffeur	52,50	54,50	54,50	51,50	53,00	53,00	50,50	52,00	52,00	45,00	47,00	47,00
Clerical assistant—												
during the first six months of experience	43,50	49,50	49,50	41,50	44,00	44,00	39,50	41,50	41,50	36,00	38,00	38,00
thereafter	50,50	58,00	58,00	48,50	51,50	51,50	46,50	48,50	48,50	41,50	43,50	43,50
Clerk—												
female—												
during the first year of experience	44,77	51,46	58,15	43,85	47,54	51,23	41,54	44,54	47,54	39,23	40,85	42,46
during the second year of experience	51,92	62,54	73,15	49,85	57,46	65,08	47,54	54,46	61,62	44,54	49,85	55,38
during the third year of experience	59,08	73,62	88,15	55,85	67,38	78,92	53,54	64,38	75,69	49,85	58,85	68,31
thereafter	66,23	84,69	103,15	61,85	77,31	92,77	59,54	74,54	89,77	55,15	67,85	81,23
male—												
during the first year of experience	48,92	58,15	58,15	46,62	51,23	51,23	45,23	47,54	47,54	40,15	42,46	42,46
during the second year of experience	63,92	73,15	73,15	61,15	65,08	65,08	59,31	61,62	61,62	53,08	55,38	55,38
during the third year of experience	78,92	88,15	88,15	75,69	78,92	78,92	73,38	75,69	75,69	66,00	68,31	68,31
thereafter	93,92	103,15	103,15	90,23	92,77	92,77	87,46	89,77	89,77	78,92	81,23	81,23
Commercial traveller—												
during the first year of experience	87,46	98,77	98,77	84,23	87,46	87,46	81,23	83,54	83,54	78,46	80,77	80,77
during the second year of experience	95,54	108,00	108,00	91,85	95,77	95,77	88,62	90,92	90,92	85,62	87,92	87,92
during the third year of experience	103,38	117,23	117,23	99,46	103,85	103,85	96,00	98,31	98,31	92,77	95,08	95,08
during the fourth year of experience	111,23	126,46	126,46	107,08	111,92	111,92	103,38	105,69	105,69	99,92	102,23	102,23
thereafter	119,31	135,69	135,69	114,69	120,00	120,00	110,77	113,08	113,08	107,08	109,38	109,38
Commercial traveller's assistant	52,50	54,50	54,50	51,50	53,00	53,00	50,50	52,00	52,00	45,00	47,00	47,00
Driver of a—												
(i) light motor vehicle	52,50	54,50	54,50	51,50	53,00	53,00	50,50	52,00	52,00	45,00	47,00	47,00
(ii) medium motor vehicle	63,00	69,00	69,00	62,00	65,00	65,00	61,00	63,00	63,00	53,00	55,00	55,00
(iii) heavy motor vehicle	73,50	82,00	82,00	72,00	75,00	75,00	71,00	73,00	73,00	62,00	64,00	64,00
(iv) extra heavy motor vehicle	80,00	91,00	91,00	78,00	81,00	81,00	77,00	79,00	79,00	67,00	69,00	69,00
Driver of an internal motor vehicle	52,50	54,50	54,50	51,50	53,00	53,00	50,50	52,00	52,00	45,00	47,00	47,00
Engine driver	59,00	64,50	64,50	57,00	60,00	60,00	55,00	57,00	57,00	48,00	50,00	50,00

	In Area A			In Area B			In Area C			In Area D		
	(aa)	(ab)	(ac)	(aa)	(ab)	(ac)	(aa)	(ab)	(ac)	(aa)	(ab)	(ac)
	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week
Factory clerk—	R	R	R	R	R	R	R	R	R	R	R	R
during the first six months of experience	43,50	49,50	49,50	41,50	44,00	44,00	39,50	41,50	41,50	36,00	38,00	38,00
thereafter	50,50	58,00	58,00	48,50	51,50	51,50	46,50	48,50	48,50	41,50	43,50	43,50
Grade I employee—												
female	31,00	37,00	43,00	27,00	32,50	38,00	24,00	28,50	33,00	21,00	25,00	29,00
male	39,00	43,00	43,00	34,00	38,00	38,00	30,00	33,00	33,00	26,00	29,00	29,00
Grade II employee—												
during the first three months of experience	40,00	45,00	45,00	35,00	40,00	40,00	31,00	34,50	34,50	27,00	30,50	30,50
thereafter	43,00	48,00	48,00	37,00	43,00	43,00	33,00	37,00	37,00	28,50	32,50	32,50
Grade III employee—												
during the first three months of experience	40,00	45,00	45,00	35,00	40,00	40,00	31,00	34,50	34,50	27,00	30,50	30,50
during the second three months of experience	41,50	47,00	47,00	36,00	41,50	41,50	32,50	36,00	36,00	28,00	32,00	32,00
during the third three months of experience	43,50	49,00	49,00	37,50	43,50	43,50	34,00	37,50	37,50	29,00	33,50	33,50
thereafter	45,50	51,50	51,50	40,00	45,50	45,50	35,50	39,50	39,50	30,50	35,00	35,00
Handyman	58,00	64,50	64,50	56,00	60,00	60,00	54,00	57,00	57,00	48,00	50,00	50,00
Laboratory assistant—												
during the first six months of experience	43,00	49,00	49,00	41,00	43,50	43,50	39,00	41,00	41,00	34,00	36,00	36,00
during the second six months of experience	50,50	56,50	56,50	48,50	52,00	52,00	46,50	49,00	49,00	41,00	43,00	43,00
thereafter	58,00	64,50	64,50	56,00	60,00	60,00	54,00	57,00	57,00	48,00	50,00	50,00
Machine handyman	65,00	73,00	73,00	62,00	65,00	65,00	60,00	62,00	62,00	58,00	60,00	60,00
Medical orderly—												
during the first year of experience	47,00	52,00	52,00	41,00	45,50	45,50	36,00	39,50	39,50	31,00	34,50	34,50
during the second year of experience	50,50	56,00	56,00	44,00	49,50	49,50	39,00	43,00	43,00	34,00	37,50	37,50
thereafter	54,00	60,00	60,00	47,50	53,00	53,00	42,00	46,00	46,00	36,50	40,50	40,50
Mill attendant—												
during the first six months of experience	43,00	47,50	47,50	41,00	43,00	43,00	39,50	41,50	41,50	36,00	38,00	38,00
during the second six months of experience	54,00	60,00	60,00	51,50	54,00	54,00	50,00	51,50	51,50	47,00	49,00	49,00
thereafter	65,00	73,00	73,00	62,00	65,00	65,00	60,00	62,00	62,00	58,00	60,00	60,00
Oatmeal miller—												
during the first six months of experience	43,00	47,50	47,50	41,00	43,00	43,00	39,50	41,50	41,50	36,00	38,00	38,00
during the second six months of experience	54,00	60,00	60,00	51,50	54,00	54,00	50,00	51,50	51,50	47,00	49,00	49,00
thereafter	65,00	73,00	73,00	62,00	65,00	65,00	60,00	62,00	62,00	58,00	60,00	60,00
Packet wrapping machine attendant—												
during the first three months of experience	40,00	45,00	45,00	35,00	40,00	40,00	31,00	34,50	34,50	27,00	30,50	30,50
during the second three months of experience	41,50	46,50	46,50	36,00	41,00	41,00	32,00	35,50	35,50	28,00	31,50	31,50
during the third three months of experience	43,00	48,00	48,00	37,00	42,00	42,00	33,00	36,50	36,50	29,00	32,50	32,50
thereafter	44,50	50,00	50,00	38,50	44,00	44,00	34,00	38,00	38,00	30,00	33,50	33,50
Security guard	49,00	58,00	58,00	46,50	51,00	51,00	45,00	47,50	47,50	40,00	42,50	42,50
Supervisor packer	52,50	58,00	58,00	46,50	51,50	51,50	41,00	45,00	45,00	35,50	39,00	39,00
Watchman	45,00	49,50	49,50	39,00	43,50	43,50	34,50	38,00	38,00	30,00	33,50	33,50
Employee not in this subclause specifically mentioned	45,00	49,50	49,50	39,00	43,50	43,50	34,50	38,00	38,00	30,00	33,50	33,50

(aa) During the first six months after this Determination becomes effective.

(ab) During the second six months after this Determination becomes effective.

(ac) Thereafter.

(b) *Los werknemers.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde van die weekloon betaal word wat vir 'n werknemer in dieselfde gebied voorgeskryf word en wat dieselfde klas werk verrig as dié wat van die los werknemers vereis word: Met dien verstande dat—

(i) waar die werkgever van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" die weekloon beteken wat voorgeskryf word vir 'n werknemer van daardie klas, wat geregtig is op die hoogste loontarief op grond van ondervinding en geslag;

(ii) waar die werkgever 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 verminderd mag word.

(2) *Kontrakgrondslag.*—Vir die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, buiten 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens die bepalinge van klousule 4 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees 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 Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor—

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

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

by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag sodanige werknemer soos volg betaal:

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

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

Met dien verstande dat—

(i) hierdie subklousule nie vir 'n werknemer geld wat vir die doel van sy opleiding vir 'n tydperk van hoogstens vier agtereenvolgende weke gedurende 'n tydperk van 12 maande, werk van 'n ander klas waarvoor 'n hoër loon as dié van sy eie klas voorgeskryf is, verrig nie;

(ii) hierdie subklousule nie geld wanneer die verskil tussen die klasse ingevolge subklousule (1) op ondervinding berus nie;

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

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

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

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

(ii) ses, in die geval van enige ander werknemer.

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

(5) *Nagskoftoelae.*—(a) 'n Werkgever wat van sy werknemer, uitgesonderd 'n los werknemer, 'n sekuriteitswag of 'n wag, vereis of hom toelaat om nagskof te werk, moet so 'n werknemer benewens sy loon 'n toelae teen 'n skaal van minstens 10 persent van sy uurloon vir elke uur of deel van 'n uur wat so 'n werknemer in sy gewone werkure nagskof werk, betaal.

(b) Paragraaf (a) geld nie vir 'n werknemer wat van die werkurebepalinge ooreenkomstig klousule 5 (8) (a) uitgesluit is nie.

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

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

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

(i) 15c indien die enjinkapasiteit van die voertuig waarmee die werknemer aldus gereis het, hoogstens 1 300 cm³ is;

(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 who performs the same class of work as the casual employee is required to do: Provided that—

(i) where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for an employee of that class who is entitled to the highest wage tariff on the grounds of experience and sex;

(ii) where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent in respect of 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), read with subclause (3), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 5 or less.

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

(a) a wage higher than that of his own class; or

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

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

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

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

Provided that—

(i) this subclause shall not apply to an employee who for the purposes of his training performs for a period not exceeding four consecutive weeks during any period of 12 months, work of another class for which a wage higher than that of his own class is prescribed;

(ii) this subclause shall not apply where the difference between classes in terms of subclause (1) is based on experience;

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

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

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

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

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

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

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

(b) Paragraph (a) shall not apply to an employee who is excluded from the hours of work provisions by virtue of clause 5 (8) (a).

6. *Transport allowance and expenses.*—In addition to paying any other remuneration due to—

(a) a commercial 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;

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

(i) 15c if the engine capacity of the vehicle, in which the employee so travelled, does not exceed 1 300 cm³;

(ii) 19c indien die enjinkapasiteit van sodanige voertuig meer as 1 300 cm³ maar hoogstens 2 500 cm³ is;

(iii) 22c indien die enjinkapasiteit van sodanige voertuig meer as 2 500 cm³ is.

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

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

(i) moet sy werkgever hom alle redelike uitgawes vergoed wat hy gedurende elke 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 elke nag betaal as sodanige afwesigheid oor een of meer nagte strek;

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

(i) moet sy werkgever hom alle redelike uitgawes vergoed wat hy gedurende elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangegaan het;

(ii) moet die werkgever hom 'n onderhoudstoelae van minstens R7 vir elke nag betaal as sodanige afwesigheid oor een of meer nagte strek;

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

(8) (a) 'n Werkgever moet enige toelae en uitgawes wat ingevolge subklousules (6) en (7) 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 so op te stel dat dit die volgende weergee:

(i) In die geval van 'n eis ingevolge subklousule (6) (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) in die geval van 'n eis ingevolge subklousule (6) (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) in die geval van 'n eis ingevolge subklousule (7), die tyd waarop elke tydperk van afwesigheid begin en geëindig het;

en ten einde sy handelsreisiger in staat te stel om aan sodanige vereistes te voldoen, moet sodanige werkgever, voordat sodanige handelsreisiger so 'n reis onderneem, hom van 'n geskikte boek of vorms voorsien waarin of waarop gepaste aantekeninge gehou kan word: Met dien verstande as 'n werknemer nie kan lees en skryf nie, sy werkgever moet sorg dat hy gehelp word om sy eis op te stel.

(9) *Fietstoelae.*—'n Werkgever wat van 'n werknemer vereis om in die uitvoering van sy pligte sy eie fiets te gebruik, moet hom, benewens enige ander besoldiging aan hom verskuldig, 'n toelae van minstens R1,50 per week of, as hy 'n los werknemer is, minstens 30 sent per dag betaal.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalinge van klousules 3 (8) en 6 (4) moet enige bedrag verskuldig aan 'n werknemer, buiten 'n los werknemer, weekliks in kontant betaal word, of as die werknemer daartoe instem, maandeliks in kontant of per tjek, 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 skofwerker, op 'n tydstop waarvoor sodanige werknemer en sy werkgever ooreengekom het en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar nie later as 24 uur na die gewone betaaldag nie) of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëlde koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop die volgende vermeld word:

- Die werkgever se naam;
- die werknemer se naam of sy nommer op die betaalstaat en sy klas;
- die getal gewone werkure wat die werknemer gewerk het;
- die getal ure wat die werknemer oortyd gewerk het;
- die getal ure wat die werknemer op 'n Sondag of openbare vakansiedag gewerk het;
- die werknemer se loon;
- die besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- die besonderhede van enige bedrae wat afgetrek is;
- die werklike bedrag wat aan die werknemer betaal word; en
- die tydperk waarvoor die betaling geskied;

(ii) 19c if the engine capacity of such vehicle exceeds 1 300 cm³ but not 2 500 cm³;

(iii) 22c if the engine capacity of such vehicle exceeds 2 500 cm³.

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

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

(i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;

(ii) pay him a subsistence allowance of not less than R16 for each night where such absence extends over one or more nights;

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

(i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;

(ii) pay him a subsistence allowance of not less than R7 for each night if 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.

(8) (a) Any allowances and expenses payable to an employee in terms of subclauses (6) and (7), 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 a commercial traveller to frame any claim so that it shall reflect—

(i) in respect of any claim in terms of subclause (6) (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 (6) (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 (7), the times of commencement and ending of each period of absence;

and to enable his traveller to comply with such a requirement, such employer shall, before any such journey is undertaken by such traveller, provide him with a suitable book or forms in or on which to keep suitable records: Provided that if an employer is unable to read and write, his employer shall cause him to be assisted in the framing of his claim.

(9) *Bicycle allowance.*—An employer who requires an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any other remuneration due to him, an allowance of not less than R1,50 per week or, if he is a casual employee, not less than 30 cents per day.

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clauses 3 (8) and 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee in cash or by cheque monthly during the hours of work, or within 15 minutes of ceasing work on the usual pay-day of the establishment for such employee (or in the case of a shift worker at a time agreed upon between each 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—

- the employer's name;
- the employee's name or his number on the pay roll and his class;
- the number of ordinary hours of work worked by the employee;
- the number of overtime hours worked by the employee;
- the number of hours worked by the employee on a Sunday or a public holiday;
- the employee's wage;
- the details of any other remuneration arising out of the employee's employment;
- the details of any deductions made;
- the actual amount paid to the employee; and
- the period in respect of which payment is made;

en sodanige koevert of houer waarop hierdie besonderhede aangeteken word of sodanige staat word die eiendom van die werknemer. Met dien verstande dat die besonderhede hierbo voorgeskryf op sodanige koevert of houer of in sodanige staat in kode aangeteken mag word en die kode volledig uiteengesit en verduidelik moet word in 'n kennisgewing wat op 'n opvallende plek in die bedryfsinrigting uitgestal moet bly en toeganklik vir alle werknemer wat daardeur geraak word, moet wees: Voorts met dien verstande dat—

(i) op die skriftelike versoek van 'n werknemer die bedrag aan hom verskuldig in sy bouvereniging- of bankrekening deur sy werkgever gestort kan word wat dan die betrokke kwitansie, tesame met voor-noemde staat, aan hom moet oorhandig;

(ii) voornoemde inligting betreffende tyd gewerk, nie ten opsigte van 'n werknemer wat ingevolge klousule 5 (8) (a) van die werkurebepalings uitgesluit is, verstrekkend moet word nie.

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

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

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

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

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siekte-, mediese-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledegeld aan 'n vakvereniging en in die geval van 'n Swart werknemer aftrekking vir belasting verskuldig aan die Regering van die Republiek;

(b) behoudens andersluidende bepalinge in hierdie vasstelling, 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;

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

(d) wanneer daar van 'n werknemer ingevolge die Swartes (Stadsgebiede) Konsolidasiewet, 1945, vereis word of hy daartoe instem om kos en inwoning of kos of inwoning van sy werkgever aan te neem, 'n bedrag van hoogstens—

	Per week	Per maand
	R	R
(i) Kos.....	3,00	13,00
(ii) Inwoning.....	1,50	6,50
(iii) Kos en inwoning.....	4,50	19,50;

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

(i) hierdie subklousule nie vir 'n los werknemer geld nie;

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

(iii) geen aftrekking in die geval van korttyd wat deur 'n slappe in die bedryf of 'n tekort aan grondstowwe ontstaan, geskied nie, tensy die werkgever sy werknemer op die vorige dag kennis gegee het van sy voorneme om die gewone werkure te verminder;

(iv) geen aftrekking 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;

(f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat die werkgever betaal het of onderneem het om te betaal aan—

(i) 'n bankinstelling, bouvereniging, versekeringsonderneming, plaaslike owerheid of geregistreerde finansiële instelling ten opsigte van 'n betaling op 'n lening wat aan sodanige werknemer toegestaan is om 'n woonhuis aan te koop;

(ii) enige ander organisasie ten opsigte van 'n woonhuis of huisvesting in 'n tehuis wat sodanige werknemer bewoon, as sodanige woonhuis of tehuis deur bemiddeling van sodanige ander organisasie verskaf word uitsluitlik of gedeeltelik met fondse wat vir die doel voorgeskiet word deur die Staat, 'n bougenootskap of 'n plaaslike owerheid.

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee: Provided that the particulars prescribed above may be recorded on such envelope or container or in such statement in code with code shall be fully set out and explained in a notice kept posted in some conspicuous place in the establishment accessible to all employees affected thereby; and provided further that—

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

(ii) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (8) (a).

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

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

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

(5) *Food and accommodation.*—Save as provided in the Blacks (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to accept food or accommodation or food and accommodation from him or from any other person or at any place nominated by him.

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

(a) With the written consent of his employee, a deduction for holiday, sick, medical aid, insurance, savings, provident or pension funds, or subscriptions to a trade union and in the case of a Black employee a deduction for taxes due to the Government of the Republic;

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

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

(d) whenever an employee is required in terms of the Black (Urban Areas) Consolidation Act, 1945, or agrees to accept food and accommodation or food or accommodation from his employer, a deduction not exceeding the amount specified hereunder:

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

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

(i) this subclause shall not apply to a casual employee;

(ii) 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;

(iii) 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 workday of his intention to reduce the ordinary hours of work;

(iv) 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 structures, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

(f) with the written consent of an employee, a deduction of any amount which the employer has paid or has undertaken to pay to—

(i) 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;

(ii) any other organisation in respect of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such other organisation wholly or partially from funds advanced for that purpose by the State, a building society or a local authority.

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

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

(a) Los werknemer, per dag—

(i) nege en 'n kwart in 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting met 'n vyfdaagse werkweek;

(ii) agt en 'n half in 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting met 'n sesdaagse werkweek;

(b) sekuriteitswag en wag, as sy werkweek—

(i) vyf dae is—

(aa) 72 per week van Maandag tot en met Saterdag; en

(ab) behoudens subparagraaf (aa) hiervan, 14½ per dag vir vier dae en 14 vir een dag;

(ii) ses dae is—

(aa) 72 per week van Maandag tot en met Saterdag; en

(ab) behoudens subparagraaf (aa) hiervan, 12 per dag;

(c) enige ander werknemer, as sy werkweek—

(i) vyf dae is—

(aa) 46 per week van Maandag tot en met Saterdag; en

(ab) behoudens subparagraaf (aa) hiervan, nege en 'n kwart per dag;

(ii) ses dae is—

(aa) 46 per week van Maandag tot en met Saterdag; en

(ab) behoudens subparagraaf (aa) hiervan, agt per dag, tensy die ure per dag nie vyf te bowe gaan nie, in welke geval die ure per dag van die ander dae tot agt en 'n half verleng mag word:

Met dien verstande dat in die geval van 'n skofwerker die gewone werkure in enige twee uit drie agtereenvolgende weke tot 48 uur per week vermeerder mag word, en dan mag die gewone werkure in die oorblywende week nie 42 uur te bowe gaan nie.

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

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

(ii) in die geval van 'n motorvoertuigbestuurder of 'n werknemer graad I wat op sodanige voertuig help, die etenspouse tot minstens 'n halfuur verkort kan word;

(iii) werkydperke wat deur pouses van minder as een uur onderbreek word, behalwe waar voorbehoudbepaling (i), (ii) of (vii) van toepassing is, geag word aaneenlopend te wees;

(iv) as sodanige pouse langer as een uur duur, behalwe wanneer voorbehoudbepaling (vii) van toepassing is, enige tydperk wat een en 'n kwart uur te bowe gaan, geag word werkyd te wees;

(v) 'n motorvoertuigbestuurder wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, vir die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;

(vi) in die geval van 'n voermeulenaar, skofmeulenaar, sifwerker, silowerker, silowerker-gradeerder, pakhuisman of 'n pakhuisman-gradeerder wat volgens skofte werk, of 'n stoomketelbediener, sodanige pouse nie gedurende sy gewone werkure op enige skof toegestaan hoef te word nie indien aan hom gedurende sodanige ure die geleentheid gegee word om 'n ete te nuttig terwyl hy op sy pos is, tensy dit uit hoofde van 'n kennisgewing gepubliseer kragtens artikel 27 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verbied word;

(vii) hierdie subklousule nie op 'n skofwerker van toepassing is nie, uitgesonderd 'n werknemer wat in voorbehoudbepaling (vi) gemeld word, indien en vir solank as wat aan sodanige werknemer 'n etenspouse van minstens 20 minute toegestaan word so na as doenlik in die middel van elke skof wat hy werk en sodanige pouse word geag deel van sy gewone werkure of oortydure, na gelang van die geval, uit te maak en gedurende sodanige pouse mag daar nie van hom vereis word of mag hy nie toegelaat word om te werk nie;

(viii) slegs een sodanige pouse gedurende die gewone werkure van 'n werknemer op enige dag geag word nie deel van die gewone werkure uit te maak nie;

(ix) wanneer 'n werkgewer op enige dag as gevolg van oortydwerk aan 'n werknemer 'n tweede etenspouse moet toestaan, sodanige pouse op versoek van die werknemer tot minstens 15 minute verkort kan word;

(x) in die geval van 'n werknemer wat uitsluitlik goedere aflewer of versend, die etenspouse toegestaan moet word nadat hy hoogstens ses uur aaneen gewerk het.

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

(1) *Ordinary hours of work.*—An employer shall not require or permit—

(a) a casual employee to work more ordinary hours of work on any day than—

(i) nine and a quarter in an establishment or portion of an establishment in which a five-day week is worked;

(ii) eight and a half in an establishment or portion of an establishment in which a six-day week is worked;

(b) a security guard and a watchman to work more ordinary hours of work than—

(i) if he works a five-day week—

(aa) 72 in any week from Monday to Saturday, inclusive; and

(ab) subject to subparagraph (aa) hereof, 14½ on four days and 14 on one day;

(ii) if he works a six-day week—

(aa) 72 in any week from Monday to Saturday, inclusive; and

(ab) subject to subparagraph (aa) hereof, 12 on any day;

(c) any other employee to work more ordinary hours of work—

(i) if he works a five-day week—

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

(ab) subject to subparagraph (aa) hereof, nine and a quarter on any day;

(ii) if he works a six-day week—

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

(ab) subject to subparagraph (aa) 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 a half:

Provided that in the case of a shift worker the ordinary hours of work in any two out of three consecutive weeks may be increased to 48 a week in which event the ordinary hours of work in the remaining week shall not exceed 42 hours.

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

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

(ii) in the case of a driver of a motor vehicle or a Grade I employee assisting on such vehicle, the interval may be reduced to not less than half an hour;

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

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

(v) 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;

(vi) in the case of a feed miller, shift miller, screensman, siloman, siloman-grader, storeman or a storeman-grader, who is a shift worker, or a boiler attendant, such interval need not be granted during his ordinary hours of work on any shift if he is given the opportunity during such hours of having a meal while at his post, unless this is prohibited by virtue of any notice published in terms of section 27 of the Factories, Machinery and Building Work Act, 1941;

(vii) this subclause shall not apply to a shift worker, other than an employee mentioned in proviso (vi) if and for so long as such an employee is granted a meal interval of not less than 20 minutes as nearly as practicable in the middle of each shift worked by him, which interval shall be deemed to be part of his ordinary hours of work or overtime, as the case may be, and during which interval he shall not be required or permitted to work;

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

(ix) 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 not less than 15 minutes;

(x) in the case of an employee who is solely engaged in the delivery or despatch of goods, the interval may be given after not more than six hours of continuous work;

(xi) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik betrokke is by die skoonmaak van 'n perseel, indien sodanige pouse langer as drie uur duur, enige tydperk wat drie uur te bowe gaan, geag word deel van die gewone werkure uit te maak.

(3) *Ruspouses.*—'n Werkgewer moet aan elk van sy werknemers, buiten 'n skofwerker, 'n ruspouse van minstens 10 minute so na aan as doenlik in die middel van elke oggend- en middagwerktydperk toestaan of 'n ruspouse van minstens 20 minute so na aan as doenlik in die middel van elke oggendwerktydperk, 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 word sodanige pouse geag deel van die gewone werkure van sodanige werknemer te wees. Met dien verstande dat 'n werkgewer wat die gewone werkure van die middagwerktydperk met minstens 10 minute verminder nie aan sy werknemer gedurende sodanige tydperk 'n ruspouse hoef toe te staan nie.

(4) *Nagskofwerk.*—(a) 'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om langer as drie weke aaneenlopend nagskofwerk te verrig nie.

(b) 'n Werkgewer mag nie van 'n werknemer wat 'n aaneenlopende tydperk van langer as 'n week nagskofwerk verrig het, na voltooiing daarvan vereis of hom toelaat om weer nagskofwerk te verrig nie alvorens hy vir 'n tydperk wat nie korter is as die tydperk waartydens hy soos hierbo genoem nagskofwerk verrig het 'n ander skof as nagskof gewerk het nie.

(5) *Werkure moet agtereenvolgend wees.*—Behoudens die bepaling van subklousules (2) en (3) moet alle werkure op enige dag agtereenvolgend wees.

(6) *Beperking van oortyd.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd as die volgende te werk nie:

- (i) In die geval van 'n los werknemer langer as twee uur per dag;
- (ii) in die geval van 'n sekuriteitswag en 'n wag langer as 12 uur per week;
- (iii) in die geval van enige ander klas werknemer langer as tien uur per week.

(7) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk minstens die volgende betaal:

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

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

(8) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie op die volgende van toepassing nie:

- (i) 'n Handelsreisiger of 'n handelsreisiger se assistent;
- (ii) 'n voorman, 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en solank so 'n werknemer 'n gereelde loon ontvang teen 'n tarief van minstens—

(aa) R850 per maand in die landroosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaap, Delmas, Durban, Germiston, Goodwood, Heidelberg (Tvl.), Inanda, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Oos-Londen, Paarl, Pietermaritzburg, Pinetown, Port Elizabeth, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg; en die *munisipale gebiede* van Bloemfontein, Kimberley, Odendaalsrus, Sasolburg, Virginia, Welkom en Witbank;

(ab) R750 per maand in die landroosdistrikte Camperdown, Dannhauser, Dundee, Eshowe, Estcourt, Glencoe, George, Kliprivier, Knysna, Lionsrivier, Lower Tugela, Lower Umfolozi, Mosselbaai, Mtunzini, Newcastle, Oudtshoorn, Port Shepstone, Somerset West, Stellenbosch, Strand, Umzinto, Vredenburg, Wellington en Worcester; en die *munisipale gebiede* van Bethlehem, Harrismith, Kroonstad, Middelburg, Nelspruit, Pietersburg, Rustenburg en Secunda;

(ac) R700 per maand in enige gebied wat nie in paragrawe (aa) en (ab) hiervan ingesluit is nie;

(b) Subklousules (2), (3), (5) en (6) is nie op 'n werknemer terwyl hy noodwerk verrig, van toepassing nie;

(c) Subklousules (2), (3) en (5) is nie op 'n chauffeur van toepassing nie.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (2) moet 'n werkgewer aan sy werknemer, buiten 'n los werknemer, soos volg verlof verleen wat die werknemer ten opsigte van elke voltooië tydperk van 12 maande diens by sy werknemer moet neem:

(a) In die geval van 'n handelsreisiger, handelsreisiger se assistent, voormeulenaar, sekuriteitswag, sifwerker, skofmeulenaar, silowerker, silowerker-gradeerder, pakhuisman, pakhuisman-gradeerder of wag—

- (i) wat ses dae per week werk, 24 agtereenvolgende werkdade;
- (ii) wat vyf dae per week werk, 20 agtereenvolgende werkdade;

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

(3) *Rest intervals.*—An employer shall grant to each of his employees, other than a shift worker, a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning and afternoon work period or a rest interval of not less than 20 minutes as nearly as practicable in the middle of each morning work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee: 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.

(4) *Night shift work.*—(a) An employer shall not require or permit his employee to work on night shift for more than three weeks consecutively.

(b) An employee who has worked a consecutive period of longer than one week on night shift shall not, after completion thereof, be required or permitted to work on night shift again until he shall have worked on a shift other than a night shift for a period not less than the period during which he was employed on night shift as aforesaid.

(5) *Hours of work to be consecutive.*—Save as provided in subclauses (2) and (3), all hours of work of an employee on any day shall be consecutive.

(6) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime—

- (i) in the case of a casual employee for more than two hours on any day;
- (ii) in the case of a security guard and a watchman for more than 12 hours in any week;
- (iii) in the case of any other class of employee for more than ten hours in any week.

(7) *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 a third times his ordinary wage in respect of the total period so worked by such employee on any day;

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

(8) *Savings.*—(a) This clause shall not apply to—

- (i) a commercial traveller or a commercial traveller's assistant;
- (ii) a foreman, a senior managerial or administrative employee or a technical or professional employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than—

(aa) R850 per month in the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Delmas, Durban, East London, Germiston, Goodwood, Heidelberg (Tvl.), Inanda, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Kuils River, Nigel, Oberholzer, Paarl, Pietermaritzburg, Pinetown, Port Elizabeth, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Simonstown, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg; and the *municipal areas* of Bloemfontein, Kimberley, Odendaalsrus, Sasolburg, Virginia, Welkom and Witbank;

(ab) R750 per month in the Magisterial Districts of Camperdown, Dannhauser, Dundee, Eshowe, Estcourt, Glencoe, George, Klip River, Knysna, Lions River, Lower Tugela, Lower Umfolozi, Mossel Bay, Mtunzini, Newcastle, Oudtshoorn, Port Shepstone, Somerset West, Stellenbosch, Strand, Umzinto, Vredenburg, Wellington and Worcester; and the *municipal areas* of Bethlehem, Harrismith, Kroonstad, Middelburg, Nelspruit, Pietersburg, Rustenburg and Secunda;

(ac) R700 per month in any area not included in paragraphs (aa) and (ab) hereof.

(b) Subclauses (2), (3), (5) and (6) shall not apply to an employee while he is engaged on emergency work;

(c) Subclauses (2), (3) and (5) shall not apply to 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 leave in respect of each completed period of 12 months of employment with him—

(a) in the case of a commercial traveller, commercial traveller's assistant, feed miller, security guard, screensman, shift miller, siloman, siloman-grader, storeman, storeman-grader or watchman—

- (i) who works a six-day week, 24 consecutive work-days;
- (ii) who works a five-day week, 20 consecutive work-days;

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

- (i) wat ses dae per week werk, 18 agtereenvolgende werkdag;
- (ii) wat vyf dae per week werk, 15 agtereenvolgende werkdag;

en moet hy sodanige werknemer ten opsigte van sodanige verlof die volgende betaal:

(i) In die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag van minstens vier maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het;

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het:

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

(i) die weekloon van 'n handelsreisiger wat kommissiewerk doen, bereken word deur die besoldiging wat uit hoofde van sy ooreenkomstige klousule 9 (5) aan hom betaalbaar is ten opsigte van die 12 maande onmiddellik voor die datum waarop die opgeloopte verlof hom toekom, deur 52 te deel of, indien hy minder as 12 maande aldus gewerk het, deur die totale besoldiging wat aldus vir sodanige dienstydperk aan hom betaalbaar is, deur die getal voltooide weke in sodanige tydperk te deel;

(ii) die weekloon op enige datum van 'n werknemer wat stukwerk verrig, geag word die gemiddelde loon vir die voorafgaande 13 weke te wees of, indien 'n korter tydperk gewerk is, vir die getal voltooide weke aldus gewerk.

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

(a) as sodanige verlof nie eerder verleen is nie, dit, behoudens die bepalings van subklousule (3), so verleen word dat dit binne 4 maande begin na voltooiing van die 12 maande diens waarop dit betrekking het, of, as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet verleen met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

(b) die verloftydperk nie met die volgende mag saamval nie:

(i) Siekteverlof ingevolge klousule 7 of met afwesigheid van die werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) en (b) en wat altesaam hoogstens 10 weke in 'n tydperk van 12 maande beloop;

(ii) 'n tydperk waartydens die werknemer kennisgewing van diensbeëindiging ingevolge klousule 12 uitdien;

(iii) 'n tydperk waartydens die werknemer militêre opleiding ondergaan of militêre diens doen ingevolge die Verdedigingswet, 1957;

(c) '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 skriftelike versoek van sy werknemer kan 'n werkgever toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens 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 ontvangsdatum van die versoek daarop aanbring en dit onderteken en die versoek minstens tot na verstryking van die verloftydperk bewaar.

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

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

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

(a) In die geval van 'n werknemer in subklousule (1) (a) bedoel, 'n derde; en

(b) in die geval van 'n werknemer in subklousule (1) (b) bedoel, 'n vierde;

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 aan 'n werknemer op laasgenoemde se skriftelike versoek verleen het: Met dien verstande voorts dat, behoudens klousule 12 (4), 'n werknemer—

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

(b) in the case of any other employee—

(i) who works a six-day week, 18 consecutive work-days;

(ii) who works a five-day week, 15 consecutive work-days;

and shall pay such employee in respect of such leave—

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

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

Provided that for the purposes of this clause—

(i) the weekly wage of a commercial 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 (5) 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 this period of such employment by the number of completed weeks in such period;

(ii) the weekly wage at any date of any employee who is engaged on piece-work shall be deemed to be the average wage for the preceding 13 weeks or, if a lesser period has been worked, for the number of completed weeks so worked.

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

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

(b) the period of leave shall not be concurrent with—

(i) sick leave granted in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (4) (a) and (b) amounting in the aggregate to not more than 10 weeks in any period of 12 months;

(ii) any period during which the employee is under notice of termination of employment in terms of clause 12;

(iii) any period during which the employee is doing military training or service under the Defence Act, 1957;

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

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

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

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

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

(b) in the case of an employee referred to in subclause (1) (b), 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 at his written request: Provided further that, subject to clause 12 (4), an employee—

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

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

(iii) sonder kennisgewing deur sy werkgever ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is; op geen betaling uit hoofde van hierdie subklousule geregtig is nie.

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

(7) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag die volgende te omvat:

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

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

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede in klousule 7 (4) (a) of (b) uiteengesit;

(iii) op las of versoek van sy werkgever;

en wel tot altesaam hoogstens 10 weke in enige tydperk van 12 maande; en

(c) enige tydperk wat 'n werknemer afwesig is terwyl hy ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan of militêre diens doen: Met dien verstande dat 'n werknemer nie geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige opleidings- of dienstydperk as diens te eis nie;

en word die diens geag op die volgende datums te begin:

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

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

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

(8) (a) Ondanks andersluidende bepalings in hierdie klousule kan 'n werkgever vir die doel van jaarlikse verlof te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting of 'n deel van sy bedryfsinrigting vir 21 agtereenvolgende dae sluit plus 'n bykomende dag vir elke dag in klousule 8 (1) bedoel wat binne sodanige sluitingstydperk val, mits sodanige dag op 'n dag val wat normaalweg 'n werkdag is.

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting of die deel daarvan waarin hy werksaam is, nie op die volle tydperk van die jaarlikse verlof voorgeskryf by klousule (1), geregtig is nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgever op die grondslag in subklousule (5) vermeld, betaal word en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting of deel van die bedryfsinrigting, na gelang van die geval, aldus sluit.

7. SIEKTEVERLOF

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

(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;

siekteverlof gedurende elke tydkring van 24 agtereenvolgende maande diens by hom verleen, 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) gedurende die eerste 24 agtereenvolgende maande diens, 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer wat vyf dae per week werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

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

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

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice; shall not be entitled to any payment by virtue of this subclause.

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

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

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

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

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b);

(iii) on the instructions or at the request of this 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 for military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment in any one period of 12 months employment more than four months of such period of training or service;

and employment shall be deemed to commence—

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

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

(iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date on which this determination became binding, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of 12 months, close his establishment or a portion of his establishment for 21 consecutive days plus an additional day for each day referred to in clause 8 (1) falling within such closed period; provided such day falls on a day which is normally a work-day.

(b) An employee who, at the date of the closing of an establishment or the portion thereof in which he is employed is not entitled to the full period of annual leave prescribed in subclause (1) 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 the portion of the establishment, as the case may be.

7. SICK LEAVE

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

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

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

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

(i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;

(ii) 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;

(iii) 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;

(iv) die loon wat aan 'n werknemer wat stukwerk of kommissiewerk verrig, betaalbaar is vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule, bereken moet word op die grondslag van minstens die besoldiging wat aan sodanige werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

(2) 'n Werkgewer kan, as 'n opskortende voorwaarde vir 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;

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

(c) op die werkdag onmiddellik na die Maandag wat op Nuwejaarsdag volg wanneer laasgenoemde op 'n Sondag val;

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregi-streerde mediese praktisyn onderteken is en 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 werkgewer 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) Vir die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag die volgende te omvat:

(i) 'n Tydperk wat 'n werknemer afwesig is—

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgewer;

(ac) met siekteverlof ingevolge subklousule (1);

en wat altesaam hoogstens 10 weke in 'n tydperk van 12 maande beloop; en

(ii) 'n 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 daarop geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige opleidings- of dienstydperk as diens te eis nie,

en word enige tydperk van diens wat 'n werknemer by dieselfde werkgewer gelewer het onmiddellik voor die datum waarop hierdie vasstelling bindend geword het, vir 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 siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

(4) Voorbehoudsbepalings.—Hierdie klousule is nie van toepassing nie—

(a) op 'n werknemer op wie se skriftelike versoek sy werkgewer bydraes lewer wat minstens gelyk is aan dié wat die werknemer lewer, tot 'n fonds of organisasie deur die werknemer aangewys, welke fonds of organisasie aan die werknemer in die geval van sy ongeskiktheid in die omstandighede uiteengesit in hierdie klousule, die betaling aan hom waarborg van minstens altesaam die ekwivalent van sy loon vir 20 of 24 werkdag, na gelang van die geval, in elke tydkring van 24 maande diens, behalwe dat die gewaarborgde koers verminder kan word gedurende die eerste 24 maande van die betaling van bydraes deur die werknemer, maar tot minstens die oplopiingskoers uiteengesit in die eerste voorbehoudsbepaling van subklousule (1);

(b) indien ten opsigte van enige tydperk van ongeskiktheid gedek deur hierdie klousule van die werkgewer ingevolge enige ander wet vereis word om aan die werknemer sy volle loon te betaal.

8. OPENBARE VAKANSIEDAE EN SONDAE

(1) Vergoeding vir werk op 'n openbare vakansiedag.—(a) Behoudens klousule 4 (6) moet 'n werkgewer aan sy werknemer, indien hy nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Gelofte-dag of Kersdag werk nie of wanneer Nuwejaarsdag op 'n Sondag val en 'n werknemer nie op die Maandag onmiddellik na sodanige Sondag werk nie, vir die week waarin sodanige dag val, minstens sy weekloon betaal;

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

(iv) the wage payable to an employee who is employed on piece-work or commission work for any period of absence on sick leave in terms of this clause shall be calculated on the basis of not less than the remuneration paid to such employee on his last pay day immediately preceding such absence;

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

(a) for more than three consecutive work-days;

(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, Day of the Vow or Christmas Day; or

(c) on the work-day immediately succeeding the Monday following New Year's Day, whenever the latter falls on a Sunday;

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) 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 undergoing military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment in any one period of 12 months employment more than four months of such period of training or service,

and any 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.

(4) Savings.—This clause shall not apply—

(a) to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause, the payment to him of not less than 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 not less than the rate of accrual set out in the first proviso to this subclause;

(b) if, in respect of any period of incapacity covered by this clause, an employer is required by any other law to pay to an employee his full wage.

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) Compensation for work on a public holiday.—(a) Subject to clause 4 (6), if an employee does not work on New Year's Day, Good Friday, Ascension Day, Republic Day, Day of the Vow or Christmas Day or whenever New Year's Day falls on a Sunday and an employee does not work on the Monday immediately following such Sunday, his employer shall pay him for the week in which such day falls not less than his weekly wage;

(b) wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Gelofte-dag of Kersdag werk of wanneer Nuwejaarsdag op 'n Sondag val en 'n werknemer op die Maandag onmiddellik na sodanige Sondag werk, moet sy werkgever hom, behoudens die bepalings 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 moet word vier uur te gewerk het.

(2) *Vergoeding vir werk op 'n Sondag.*—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever die werknemer—

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

(b) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen 'n tarief van minstens dubbel sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon, en wel die bedrag wat die grootste is; of

(c) teen 'n tarief 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 moet word vier uur te gewerk het:

Met dien verstande verder dat wanneer 'n skofwerker 'n skof werk wat gedeeltelik op 'n openbare vakansiedag in subklousule (1) bedoel of op 'n Sondag en gedeeltelik op enige ander dag val, word daar geag dat die hele skof gewerk is op die dag waarop die grootste deel van sodanige skof val.

(3) *Voorbehoudsbepalings.*—Subklousules (1) (b) en (2) is nie van toepassing nie—

(a) op 'n werknemer wat uit hoofde van klousule 5 (8) (a) van die werkerebepalings uitgesluit word;

(b) op 'n los werknemer.

9. STUKWERK EN KOMMISSIEWERK

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

(a) In die geval van 'n werknemer, buiten 'n los werknemer, vir elke week waarin stukwerk verrig word, minstens die bedrag wat hy sodanige werknemer vir daardie week sou moes betaal 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 as hy hom 'n tydloon betaal het.

(2) 'n Werkgever moet 'n lys van die tariewe in subklousule (1) bedoel, op 'n opsigtelike plek in sy bedryfsinrigting opgeplak hou of hy kan in die plek daarvan elke werknemer wat stukwerk verrig van 'n brief voorsien wat hyself geteken het of wat namens hom geteken is wat genoemde tariewe uiteensit.

(3) 'n Werkgever wat voornemens is om 'n bestaande stukwerkstelsel of die tariewe 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 moet die werkgever vir 'n termyn kennis gee wat nie korter is as dié waaroor daar ooreengekom is 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 die werkgever kommissiewerk onderneem, moet voordat sodanige werk begin, deur sy werkgever voorsien word van 'n juiste afskrif van die ooreenkoms of 'n verklaring wat die bepalings van die ooreenkoms uiteensit en wat die volgende moet insluit:

(a) Die week- of maandloon wat aan die handelsreisiger betaalbaar is, en 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 gebiede waarin daar van die handelsreisiger vereis word of waarin hy toegelaat word om te werk;

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

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

(2) *Compensation for work on a Sunday.*—Whenever an employee works on a Sunday, his employer shall either pay the employee—

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

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

(c) at a rate not less than one and a 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:

Provided further that whenever a shiftworker works a shift which falls partly on any public holiday referred to in subclause (1) or on a Sunday and partly on any other day, the whole shift shall be deemed to have been worked on the day on which the major portion of such shift falls.

(3) *Savings.*—Subclause (1) (b) and (2), shall not apply to—

(a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (8) (a);

(b) a casual employee.

9. PIECE-WORK AND COMMISSION WORK

(1) An employer may, after at least one week's notice to his employee, other than a commercial 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 employee 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 piecework 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 commercial 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 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 such traveller is required or permitted to work;

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

(e) 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 dag moet wees van die maand wat volg op die maand waarin die diens beëindiging is.

(6) Behoudens die bepalinge van klousule 4 (6) moet die kommissiebedrag wat die werkgewer aan sy handelsreisiger wat kommissiewerk onderneem, betaal minstens die tarief of tariewe wees waarvoor hulle ooreengekom het.

(7) Klousule 4 (1) is nie op kommissie wat kragtens hierdie klousule verskuldig is, van toepassing nie. Die betaling van sodanige kommissie moet gedoen word op die dag bepaal in die ooreenkoms wat kragtens subklousule (5) aangegaan is.

(8) 'n Werkgewer mag nie van sy handelsreisiger vereis of hom toelaat om werk vir hom slegs op 'n kommissiegrondslag te onderneem nie. 'n Bedrag betaalbaar aan sodanige handelsreisiger as kommissie kragtens 'n ooreenkoms aangegaan ingevolge subklousule (5), is afsonderlik van en bykomend by die loon voorgeskryf in klousule 3 (1) of die loon waarvoor ingevolge subklousule (5) ooreengekom is, waar sodanige loon hoër is as dié voorgeskryf in klousule 3 (1).

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

10. GETALSVIRHOUDING

(1) 'n Werkgewer mag nie 'n skofmeulenaar se assistent of 'n sifkamerwerker in diens neem nie tensy hy 'n gekwalifiseerde skofmeulenaar in sy diens het en vir elke gekwalifiseerde skofmeulenaar in sy diens mag hy hoogstens twee skofmeulenaars se assistente een sifkamerwerker in diens hê.

(2) 'n Werkgewer mag hoogstens een skofmeulenaar se assistent en een sifkamerwerker in diens neem vir elke gekwalifiseerde sifwerker in sy diens: Met dien verstande dat waar 'n werkgewer 'n gekwalifiseerde sifwerker benewens 'n gekwalifiseerde skofmeulenaar in diens het, die getal skofmeulenaar se assistente en sifkamerwerkers wat vir elke gekwalifiseerde sifwerker in diens geneem mag word bykomend by dié moet wees wat kragtens subklousule (1) in diens geneem mag word.

(3) 'n Werkgewer mag nie 'n ongekwalifiseerde skofmeulenaar of sifwerker in diens neem nie tensy hy onderskeidelik 'n gekwalifiseerde skofmeulenaar of sifwerker in sy diens het, en vir elke gekwalifiseerde skofmeulenaar of sifwerker in sy diens mag hy onderskeidelik hoogstens een ongekwalifiseerde skofmeulenaar of sifwerker in diens neem.

(4) 'n Werkgewer mag nie 'n voormeulenaar se assistent in diens neem nie tensy hy 'n gekwalifiseerde voormeulenaar in sy diens het en vir elke gekwalifiseerde voormeulenaar in sy diens mag hy hoogstens drie voormeulenaar se assistente in diens neem.

(5) 'n Werkgewer mag nie 'n ongekwalifiseerde voormeulenaar in diens neem nie tensy hy 'n gekwalifiseerde voormeulenaar in sy diens het, en vir elke gekwalifiseerde voormeulenaar in sy diens mag hy hoogstens een ongekwalifiseerde voormeulenaar in diens neem.

(6) Ondanks andersluidende bepalinge vervat in hierdie klousule is subklousules (1), (2), (3), (4) en (5) op elke skof afsonderlik van toepassing in 'n bedryfsinrigting waarin daar in 'n tydperk van 24 agtereenvolgende ure meer as een skof gewerk word.

(7) Vir die toepassing van hierdie klousule—

(a) mag 'n werkgewer of bestuurder wat uitsluitlik of hoofsaaklik werk van 'n besondere klas werknemer verrig, as 'n gekwalifiseerde werknemer in sodanige klas geag word;

(b) mag 'n ongekwalifiseerde werknemer wat 'n loon ontvang gelyk aan minstens die loon wat vir 'n gekwalifiseerde werknemer van sy klas en gebied voorgeskryf is, as gekwalifiseerde werknemer geag word.

(8) Hierdie klousule is op elke bedryfsinrigting afsonderlik van toepassing.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet enige pet, uniform, oorpak, rubberstewels of ander beskermende klere wat hy van 'n werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis voorsien en in 'n bruikbare en skoon toestand hou, en enige sodanige pet, 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 pet, uniform, oorpak of beskermende klere te was of te was en te stryk, in welke geval die werkgewer sodanige werknemer 'n toelae van minstens 60 sent elke week moet betaal.

12. BEÏNDIGING VAN DIENSKONTRAK

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

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

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

(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 workday of the month succeeding the month during which employment was terminated.

(6) Save as provided in clause 4 (6), the amount of the commission which an employer shall pay to his commercial traveller who is employed on commission work shall be not less than at the rate or rates agreed between them.

(7) Clause 4 (1) shall not apply to commission due in terms of this clause. The payment of such commission shall be made on the day stipulated in the agreement entered into in terms of subclause (5).

(8) An employer shall not require or permit his commercial traveller to undertake any work for him on the basis of commission only. Any amount payable to such traveller as commission under an agreement entered into in terms of subclause (5) shall be aside from and in addition to the wage prescribed in clause 3 (1) or the wage agreed upon in terms of subclause (5) where such wage is higher than that prescribed in clause 3 (1).

(9) An employer or a commercial 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 nor run concurrently with that required to terminate the contract of employment of such traveller in terms of clause 12.

10. PROPORTION OR RATIO

(1) An employer shall not employ a shift miller's assistant or a screensroom attendant unless he has in his employ a qualified shift miller and for each qualified shift miller in his employ he shall not employ more than two shift miller's assistants and one screensroom attendant.

(2) An employer shall not employ more than one shift miller's assistant and one screensroom attendant for each qualified screensman in his employ: Provided that where an employer employs a qualified screensman in addition to a qualified shift miller, the number of shift miller's assistants and screensroom attendants who may be employed for each qualified screensman shall be in addition to those who may be employed in terms of subclause (1).

(3) An employer shall not employ an unqualified shift miller or screensman unless he has in his employ a qualified shift miller or screensman, respectively, and for each qualified shift miller or screensman in his employ he shall not employ more than one unqualified shift miller or screensman, respectively.

(4) An employer shall not employ a feed miller's assistant unless he has in his employ a qualified feed miller and for each qualified feed miller in his employ he shall not employ more than three feed miller's assistants.

(5) An employer shall not employ an unqualified feed miller unless he has in his employ a qualified feed miller and for each qualified feed miller in his employ he shall not employ more than one unqualified feed miller.

(6) Notwithstanding anything to the contrary in this clause contained, subclauses (1), (2), (3), (4) and (5) shall apply to each shift separately in an establishment in which more than one shift is worked in a period of 24 consecutive hours.

(7) For the purposes of this clause—

(a) an employer or manager who is wholly or mainly engaged in the work of a particular class of employee may be deemed to be a qualified employee in such class;

(b) an unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his class and area may be deemed to be a qualified employee.

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employee shall supply and maintain in serviceable and clean condition, free of charge, any cap, 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 cap, uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash or wash and iron any such cap, uniform, overall or protective clothing in which event the employer shall pay such employee an allowance of not less than 60 cents every week.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

(b) after the first four weeks of employment, not less than one week's;

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

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

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

Met dien verstande dat—

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

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

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

nie hierdeur geraak word nie:

Met dien verstande voorts dat, indien die loon van 'n werknemer op die datum van 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) Die kennisgewing by subklousule (1) voorgeskryf, mag op enige werkdag geskied: Met dien verstande dat—

(i) die kennisgewingstermyn nie mag saamval met en die kennisgewing nie mag geskied gedurende 'n werknemer se afwesigheid—

(aa) met verlof ingevolge klousule 6 nie;

(ab) met militêre opleiding of diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan nie;

(ii) kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof verleen ingevolge klousule 7 of vanweë ongeskiktheid in die omstandighede in klousule 7 (4) (a) of (b) uiteengesit;

wat altesaam hoogstens 10 weke in 'n tydperk van 12 maande ten opsigte van afwesigheid in paragrawe (i) (aa) en (ii) bedoel, beloop.

(4) Ondanks andersluidende bepalings in hierdie vasstelling kan 'n werkgewer 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 werkgewer te betaal in plaas van kennis te gee, uit enige gelde wat hy sodanige werknemer uit hoofde van enige bepalings 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 wanneer 'n werkgewer hom 'n bedrag in plaas van kennisgewing aldus toeëien het, daar vir die toepassing van klousule 6 (5) geag word dat die werknemer die werkgewer betaal het in plaas van kennis te gee.

13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak beëindig word op grond daarvan dat hy gedros het of waar die werknemer 'n los werknemer is, moet die werkgewer by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik onderstaande vorm het en waarin die volle name van die werkgewer en die werknemer, die klas 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 in die Maalnywerheid handel dryf te
sertifiseer hierby dat
by my/ons in diens was (a) vanaf die dag van
19..... tot die dag van
19..... as (b)
By diensbeëindiging was sy/haar (a) loon R..... per week/per maand (a).

(Handtekening van werkgewer of
gemagtigde verteenwoordiger)

Datum

(a) Skrap wat nie van toepassing is nie.

(b) Meld klas waarin werknemer hoofsaaklik of uitsluitlik in diens was, byvoorbeeld klerk, werknemer graad I.

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

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

(ii) 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—

(aa) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;

(ab) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

(ac) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts:

Provided further that where the wage of an employee at the date of termination has been reduced by deductions in respect of shorttime, 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.

(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—

(aa) on leave granted in terms of clause 6;

(ab) on military training or service which an employee is undergoing in pursuance of the Defence Act, 1957;

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b);

amounting in the aggregate, in respect of absences referred to in paragraphs (i) (aa) and (ii), 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 provisions of this determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, the employee shall for the purposes of clause 6 (5) be deemed to have paid the employer in lieu of notice.

13. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the grounds 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 Milling 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/month (a).

(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, Grade I employee.

14. LOGBOEK

(1) 'n Werkgewer moet sy drywer van 'n logboek wat sover doenlik die volgende vorm het, voorsien:

DAAGLIKSE LOG

Naam van werkgewer
 Naam van drywer
 Datum
 Tyd waarop werk begin het
 Tyd waarop werk opgehou het
 Getal ure gewerk tot
 Etenspouses van tot
 Besonderhede omtrent enige ongeluk of vertraging
 Naam/name van werknemer(s) wat drywer begelei

(Handtekening van drywer)

Datum

(2) Elke drywer moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse logboek in tweevoud hou en binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan by sy werkgewer indien.

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

15. VERBOD OP INDIENSNEEMING

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

16. BYWONINGSREGISTER

(1) Elke werkgewer moet, behoudens subparagraaf (5), in sy bedryfsinrigting 'n bywoningsregister verskaf wat wesenlik in die volgende vorm is en waarin hy met ink of met 'n inktlood die naam en klas van elkeen van sy werknemers moet aanteken, en indien sodanige werknemer nie kan lees en skryf nie, moet sy werkgewer namens hom die nodige inskrywings ten opsigte van items 2 (a) tot en met (f) maak en onderteken:

BYWONINGSREGISTER

14. LOG-BOOK

(1) An employer shall provide his driver with a log-book as nearly as practicable in the following form:

DAILY LOG

Name of employer
 Name of driver
 Date
 Time of starting work
 Time of finishing work
 Number of hours worked
 Meal intervals from to
 Particulars of any accident or delay
 Name(s) of employee(s) accompanying driver

(Signature of driver)

Date

(2) Every driver shall, in the log-book referred to in subclause (1), keep a daily log in duplicate in respect of each day's work and shall within 24 hours of the completion of the day's work to which it relates deliver a copy thereof to his employer.

(3) Every employer shall retain the copy of the daily log, which in terms of subclause (2) has been delivered to him, for a period of at least three years subsequent to such delivery.

15. PROHIBITION OF EMPLOYMENT

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

16. ATTENDANCE REGISTER

(1) Every employer shall, subject to subparagraph (5), provide in his establishment an attendance register substantially in the following form, wherein he shall record in ink or indelible pencil the name and class of each of his employees and if such employee is unable to read and write, his employer shall on his behalf make and sign the necessary entries in respect of items 2 (a) to (f) inclusive.

(Naam van werknemer)										(Klas van werknemer)					
Datum en dag van week		Besonderhede wat deur werknemer ingeskryf moet word										Opmerkings (as dit nodig is)			
Jaar..... Maand.....		Tyd waarop werk 'n aanvang neem	Ruspouses				Tyd waarop werk gestaak word	Oortyd gewerk		Totale getal ure gewerk		Handtekening	Deur werknemer	Deur werkgewer as werknemer afwesig was. Redes vir sy afwesigheid (moet deur werkgewer geteken word)	Deur inspekteur
Datum	Dag van week		Van diens af	Op diens	Van diens af	Op diens		Van af	Tot	Elke dag	Elke week				
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2															
3															
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31															

Opmerking.—Onder die opskrifte "Van diens af" en "Op diens" in die kolom "Dienspouses", skryf die tyd in waarop 'n pouse begin en die tyd waarop die werk hervat word. 'n Werknemer word geag gedurende 'n werkpouse op diens te wees as dit hom nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.

ATTENDANCE REGISTER

(Name of employee)										(Class of employee)					
Date and day of week		Entries to be made by employee										Remarks (if any)			
Year.....	Month.....	Time of commencing work	Intervals off work				Time of finishing work	Over-time worked		Total number of hours		Signature	By employee	By employer, if employee was absent. Reasons for his absence (to be signed by employer)	By inspector
Date	Day of week		Off	On	Off	On		On	Off	Each day	Each week				
1															
2															
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Note.—Under headings "Off" and "On" in column referring to "intervals" insert time when interval commences and time when work is resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

(2) Tensy hy deur 'n onvermydelike oorsaak verhinder word om dit te doen, moet elke werknemer ten opsigte van elke dag wat hy gewerk het en op dié dag met ink of met 'n inktlood in sodanige bywoningsregister in klousule (1) bedoel, die volgende aanteken:

- Die dag van die week;
- die tydstop waarop hy begin werk het;
- die aanvangstyd en afsluiting van elke etens- of ander pouse, wat nie as gewone werksure gereken kan word nie;
- die tydstop waarop hy vir die dag ophou werk het;
- die aanvangs- en afsluiting van oortydwerk wat hy op dié dag verrig het;
- die totale getal ure wat hy op dié dag gewerk het; en
- sy handtekening.

(3) Waar 'n werkgewer 'n half-outomatiese tydregistreerder verskaf het, moet hy aan elke werknemer 'n kaart verskaf waarop aangedui word wat die naam van die werknemer is en die datum waarop die week ten opsigte waarvan dit gebruik moet word, eindig en die werknemer moet deur middel van sodanige registreerder inskrywings ten opsigte van items (b), (c) en (d) van subklousule (2) maak.

(4) 'n Werkgewer moet sodanige bywoningsregister of kaarte, na gelang van die geval, vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop bewaar.

(5) Hierdie klousule is nie op 'n werknemer in klousule 5 (8) (a) bedoel, 'n drywer en 'n werknemer graad I wat op 'n afleweringsvoertuig help van toepassing nie.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvastelling in die bostaande Bylae Loonvastelling 315, gepubliseer by Goewermentskennisgewing R. 3554 van 17 Oktober 1969, soos gewysig by Goewermentskennisgewings R. 2114 van 26 November 1971, R. 2306 van 6 Desember 1974 en R. 724 van 14 April 1978.)

(2) Unless prevented from doing so by unavoidable cause, every employee shall in respect of each day worked by him and on that day record in ink or indelible pencil in such attendance register referred to in subclause (1)—

- the day of the week;
- the time he commenced work;
- the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;
- the time of finishing work for the day;
- the time of commencement and termination of overtime worked for the day;
- the total number of hours worked for the day; and
- his signature.

(3) When an employer has provided a semi-automatic time recorder, he shall provide each of his employees with a card indicating the name of the employee and the date of the termination of the week in respect of which it is to be used and the employee shall make entries by means of such recorder in respect of items (b), (c) and (d) of subclause (2).

(4) An employer shall retain such attendance register or cards, as the case may be, for a period of not less than three years after the date of the last entry therein or thereon.

(5) This clause shall not apply to an employee referred to in clause 5 (8) (a), a driver and a Grade I employee assisting on a delivery vehicle.

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 315, published under Government Notice R. 3554 of 17 October 1969, as amended by Government Notices R. 2114 of 26 November 1971, R. 2306 of 6 December 1974 and R. 724 of 14 April 1974.)

No. R. 890

7 Mei 1982

**WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941****MAALNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA**

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Loonvasstelling vir die Maalnywerheid, Republiek van Suid-Afrika, gepubliseer by Goewermentskennisgewing R. 889 van 1982, oor die algemeen vir die werknemers wie se werke 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 Mannekrag.

No. R. 890

7 May 1982

**FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941****MILLING INDUSTRY, REPUBLIC OF
SOUTH AFRICA**

I, Stephanus Petrus Botha, Minister of Manpower, 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 Milling Industry, Republic of South Africa, published under Government Notice R. 889 of 1982 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.

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