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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R.893]

[14 Mei 1982

LOONWET, 1957

LOONVASSTELLING 423

**NYWERHEID VIR DIE VERVAARDIGING VAN
SEEP, KERSE, SUIWERINGSMIDDELS, EETBARE
OLIES OF VETTE, SEKERE GEBIEDE**

In opdrag van die Minister van Mannekrag, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekend gemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Nywerheid vir die Vervaardiging van Seep, Kerse, Suiweringsmiddels, Eetbare Olies of Vette, Sekere Gebiede, 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 DIE VASSTELLING

(1) Hierdie Vasstelling is van toepassing op al die werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Nywerheid vir die Vervaardiging van Seep, Kerse, Suiweringsmiddels, Eetbare Olies of Vette soos in subklousule (2) omskryf, in die volgende gebiede:

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R.893]

[14 May 1982

WAGE ACT, 1957

WAGE DETERMINATION 423

**INDUSTRY FOR THE MANUFACTURE OF SOAP,
CANDLES, DETERGENTS, EDIBLE OILS OR
FATS, CERTAIN AREAS**

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 Industry for the Manufacture of Soap, Candles, Detergents, Edible Oils or Fats, Certain Areas, 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 Industry for the Manufacture of Soap, Candles, Detergents, Edible Oils or Fats as defined in subclause (2), in the following areas:

Kaapprovinsie.—Die landdrosdistrikte Bellville, Die Kaap, Goodwood, King William's Town, Kuilsrivier, Middelburg, Oos-Londen, Paarl, Port Elizabeth, Queenstown, Simonstad, Uitenhage en Wynberg;

Natal.—Die landdrosdistrikte Durban, Inanda, Lower Tugela, Pietermaritzburg, Pinetown en Umvoti;

Oranje-Vrystaat.—Die landdrosdistrikte Bloemfontein, Kroonstad, Viljoenskroon en Welkom;

Transvaal.—Die landdrosdistrikte Alberton, Barberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Hoëveldrif, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria, Witrivier en Wonderboom en die munisipale gebied Pietersburg.

(2) „*Nywerheid vir die Vervaardiging van Seep, Kerse, Suiweringsmiddels, Eetbare Olies of Vette*” beteken die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of aan registrasie onderworpe is, met die doel om een of meer van die volgende werksaamhede te verrig:

- (i) Die uitpersing van olie;
- (ii) die bereiding, vervaardiging, bottel, toedraai of verpakking van bleikpoeier, suiweringsmiddels, seep, wassoda of ander reinigingsmiddels, kers, huishoudelike of kookolies, eetbare olies of vette;

en omvat alle werksaamhede wat met engeen van voornoemde bedrywighede in verband staan of daaruit voortspruit maar omvat nie die werksaamhede nie van werkgewers en werknemers wat ten opsigte van sodanige werksaamhede onderworpe is aan die bepalings van Loonvaststelling 384, Visverwerkingsnywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R.1482 van 6 Julie 1979, en Loonvaststelling 367, Koelkamer-, Spekberediging- en Kleingooiederywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R.1580 van 3 September 1976, of enige vasstelling wat in die plek daarvan gepubliseer word, tensy sodanige werksaamhede bykomend is by dié wat in paragrawe (i) en (ii) hierbo genoem word.

2. WOORDOMSKRYWING

Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie Vastelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet, en vir die doeleindes van hierdie vasstelling word 'n werknemer geag in die klas te wees waarin hy uitsluitlik of hoofsaaklik diens doen; verder tensy onbestaanbaar met die sinsverband, beteken—

(1) „*ambagsman*” 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by 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 'n houër is van 'n sertifikaat deur die Registrateur van Opleiding aan hom uitgereik ingevolge die Wet en waarin verklaar word dat hy sy ambagskursus suksesvol deurloop het; (1)

(2) „*ambagsman se helper*” 'n werknemer, uitgesonderd 'n vakleerling, wat onder die leiding en algemene toesig van 'n ambagsman die ambagsman help met die uitvoering van pligte waarby die bekwaamheid van opleiding as 'n ambagsman nie 'n vereiste is nie; (2)

(3) „*assistent-voorman*” 'n werknemer wat, onder die algemene toesig van 'n voorman, enige van die werksaamhede of pligte van 'n voorman verrig en wat gedurende sy afwesigheid names hom kan waarneem; (3)

(4) „*bedryfsinrigting*” 'n perseel of 'n gedeelte daarvan waarop of in verband waarmee een of meer werknemers in hierdie nywerheid in diens is; (24)

(5) „*bestuurder*” 'n werknemer wat deur sy werkgewer belas is met die algehele:

- (a) toesig oor,
- (b) verantwoordlikheid vir, en
- (c) leiding van,

die werksaamhede van 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting en die werknemers wat daarin werk; (47)

(6) „*bode*” 'n werknemer wat boodskappe, briewe of dokumente aflewer deur middel van 'n twee- of driefwielmotorfiets, bromponie of bromfiets of 'n trapfiets met 'n hulpmotor; (51)

(7) „*bruto kombinasie-massa*” met betrekking tot 'n motorvoertuig, die massa van enige kombinasie van motorvoertuie, sleepwaens of leunwaens, waarvan sodanige motorvoertuig deel kan uitmaak, en die vrag, soos deur die vervaardiger gespesifiseer of, by afwesigheid van sodanige spesifikasie, soos bepaal deur die registrasieowerheid; (35)

(8) „*bruto voertuigmassa*” met betrekking tot 'n motorvoertuig, die maksimum massa van sodanige voertuig en sy vrag soos deur die vervaardiger gespesifiseer of, by afwesigheid van sodanige spesifikasie, soos bepaal deur die registrasieowerheid; (36)

(9) „*chauffeur*” 'n werknemer, uitgesonderd 'n handelsreisiger se assistent, wat 'n motorvoertuig dryf wat vir die vervoer van passasiers

Cape Province.—The Magisterial Districts of Bellville, The Cape, East London, Goodwood, King William's Town, Kuils River, Middelburg, Paarl, Port Elizabeth, Queenstown, Simonstown, Uitenhage and Wynberg;

Natal.—The Magisterial Districts of Durban, Inanda, Lower Tugela, Pietermaritzburg, Pinetown and Umvoti;

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

Transvaal.—The Magisterial Districts of Alberton, Barberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Highveld Ridge, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria, White River and Wonderboom and the municipal area of Pietersburg.

(2) „*Industry for the Manufacture of Soap, Candles, Detergents, Edible Oils or Fats*” means the industry in which employers and employees are associated in establishments which are registered or liable to registration in terms of the Factories, Machinery and Building Work Act, 1941, for the purpose of carrying on any one or more of the following activities:

- (i) The expressing of oil;
- (ii) the preparation, manufacture, bottling, wrapping or packing of bleaching powder, detergents, soap, washing soda or other cleansing agents, candles, household or cooking oils, edible oils or fats;

and includes all operations incidental to or consequent on any of the aforesaid activities but does not include the activities of employers and employees who, in respect of such activities are subject to the provisions of Wage Determination 384, Fish Processing Industry, Certain Areas, published under Government Notice R.1482 of 6 July 1979, and Wage Determination 367, Cold Storage, Bacon Curing and Small Goods Manufacturing Industry, Certain Areas, published under Government Notice R.1580 of 3 September 1976, or any determination published in substitution thereof, unless such activities are incidental to those mentioned in paragraphs (i) and (ii) above.

2. DEFINITIONS

Unless the context otherwise indicates, any expression which is used in this determination and which is defined in the Wage Act, 1957, has the same meaning as in that Act and for the purposes of this determination an employee shall be deemed to be in that class in which he is wholly or mainly engaged; further, unless inconsistent with the context—

(1) „*artisan*” means an employee who is engaged in work normally performed by a skilled artisan, and for the purposes of this definition the expression „skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the 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)

(2) „*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)

(3) „*assistant foreman*” means an employee who, under the general supervision of a foreman, performs any of the activities or duties of a foreman and who may act for him during his absence; (3)

(4) „*boiler attendant*” means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain and draw the fire in such boiler; (25)

(5) „*boiler attendant-in-charge*” means an employee who, under the supervision of a foreman, is in charge of one or more boiler attendants or more than one boiler in an establishment and who is responsible for the maintenance of the water level and steam pressure in such boilers; (61)

(6) „*casual employee*” means an employee who is employed by the same employer on not more than three days in any week; (33)

(7) „*chargehand*” means an employee who is engaged in supervising the work of a group of employees and who in addition performs the work of the highest class of the group supervised by him and for the purposes of this definition the expression „highest class” means that class for which the highest weekly wage is prescribed for the area in which the group works: Provided that if the wages are prescribed on a rising scale the expression „weekly wage” shall mean the weekly wage prescribed for a qualified employee of that class; (46)

(8) „*chauffeur*” means an employee, other than a commercial traveller's assistant, who is engaged in driving a motor vehicle which is intended to carry passengers and used for the conveyance of his employer or of employees, clients or visitors and which may be used for the conveyance of documents or parcels; (9)

(9) „*checker*” means an employee who, under the supervision of a storeman, is in charge of the loading or unloading of goods and

bedoel is en wat gebruik word vir die vervoer van sy werkgewer of van werknemers, klante of besoekers en waarmee ook dokumente of pakkette vervoer mag word; (8)

(10) „chemikus” ’n werknemer wat skeikundige werk verrig en wat die houer van ’n graad in skeikunde is; (12)

(11) „chemitegnikus” ’n werknemer, uitgesonderd ’n chemikus, wat skeikundige werk verrig; (10)

(12) „dag” die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat dit die geval van ’n deurlopendeproseswerker, ’n skofwerker, ’n wag of ’n sekuriteitswag, ’n tydperk van 24 uur beteken, gereken vanaf die tydstop waarop so ’n werknemer begin werk; (20)

(13) „deurlopendeproseswerker” ’n werknemer wat ’n werksaamheid verrig waarin daar deur middel van drie agtereenvolgende skofte per dag op sewe dae van die week deurlopend gewerk moet word; (18)

(14) „drywer” ’n werknemer, uitgesonderd ’n chauffeur of ’n handelsreisiger se assistent, wat ’n motorvoertuig dryf, en by die toepassing van hierdie woordskrywing omvat die uitdrukking „’n motorvoertuig dryf” alle tydperke wat hy dryf en alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf; (22)

(15) „drywer van interne motorvoertuie” ’n werknemer wat in diens is vir die dryf of bedien van ’n kragaangedrewe mobiele hystoel, vorkhefswa, motorvoertuig, rangeerlokomotief of voorlaai wat gebruik word vir die laai, aflaai, versit en opstapel van grondstowwe of goedere uitsluitlik binne ’n bedryfsinrigting, insluitende die regstreekse oorgang van ’n openbare pad, en wat daarbenewens die vlak van die olie, brandstof en water kan nagaan en indien nodig, byvul en sodanige voertuig skoonmaak; (40)

(16) „eerstehulpman” ’n werknemer wat in besit is van ’n geldige bekwaamheidsertifikaat in eerstehulp wat uitgereik is deur:

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

en wat klein wonde of beserings verbind en wat registers kan byhou van die name van werknemers wat behandel is of wat behandeling deur ’n dokter nodig het, die aard van die besering en die behandeling toegepas; (28)

(17) „ekstra swaar motorvoertuig” ’n motorvoertuig waarvan die bruto voertuigmasse meer as 16 000 kg is; (26)

(18) „fabrieksklerk” ’n werknemer wat onder toesig van ’n voorman of ’n gekwalifiseerde klerk, een of meer van die volgende pligte verrig:

- (a) bywoningsregisters nagaan of besonderhede aanteken van werknemers wat werk of afwesig is van werk of die tyd deur werknemers aan verskillende take bestee;
- (b) besonderhede van goedere ontvang of uitgereik, nagaan of opteken, of voorraadregisters byhou;
- (c) lotkaarte, werkkaarte, produksiekaarte of ander fabrieksdokumente met die hand oorskryf;
- (d) fabrieksdokumente lusseer, sorteer, hou of byhou;
- (e) in en uit die tale van Swart of Asiatiese werknemers tolk of vertaal;
- (f) ’n optelmasjien in die loop van sy werksaamhede as ’n fabrieksklerk bedien;
- (g) loon- of tydkaarte voorberei of loon vir stukwerk aanteken vir latere gebruik deur ’n klerk;
- (h) lotnommers, inhoud of verwysingsnommers van houters gevul of versend, aanteken;
- (i) besonderhede van jaarlikse of siekteverlof aanteken;
- (j) die indiensneming, ontslag of uittreding van werknemers opteken, met inbegrip van die maak van die nodige inskrywings in die werknemers se persoonlike lêers of dokumente; of dienssertifikate opstel of passe uitreik;
- (k) lyste van produksiesyfers maak;
- (l) etikette of kaartjies stempel of uitskryf;
- (m) toesig hou oor die laai of aflaai van goedere;
- (n) besonderhede van die inhoud of die onderskeidingsnommers van kartonne, houters of pakkette opskryf of aanteken;
- (o) vragbriewe of aflewingsbriewe of verpakkingstrokie uitskryf;
- (p) voorraadkaarte byhou;

en wat bestellings vir versending onder die toesig van ’n gekwalifiseerde versendingsklerk kan saamstel; (27)

(19) „faktotum” ’n werknemer wat kleinere herstelwerk of verstelings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van ’n bedryfsinrigting gebruik word, en wat ook kleinere herstelwerk of opknappings aan geboue kan doen maar wat geen werk verrig wat gewoonlik deur ’n ambagsman gedoen word nie; (37)

(20) „gekwalfiseerd” ’n werknemer, met betrekking tot ’n werknemer, dat die ondervinding van die werknemer in sy klas hom geregtig maak op die hoogste loon wat vir daardie klas voorgeskryf is, en omgekeerd beteken „on gekwalfiseerd” dat sy ondervinding in sy klas hom nie op sodanige hoogste loon geregtig maak nie; (58)

(21) „handelsreisiger” ’n werknemer wat as ’n reisende verteenwoordiger van ’n bedryfsinrigting namens sodanige inrigting bestellings vra, werf of soek; (15)

receives, checks, issues or stores goods and who may make relevant entries on vouchers and stock cards; (42)

(10) „chemical technician” means an employee, other than a chemist, who is engaged in chemical work; (11)

(11) „chemical work” means the performance of chemical manipulations, the devising of adjusting of the formulae of substances, or the analytical control of the chemical procession of raw materials or semi-manufactured or finished products; (53)

(12) „chemist” means an employee who is engaged in chemical work and who is the holder of a degree in chemistry; (10)

(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; (27)

(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, storeman and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee’s work; (26)

(15) „commercial traveller” means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (21)

(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; (22)

(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; (29)

(18) „continuous process worker” means an employee who is engaged in an activity in which continuous working by means of three consecutive shifts per day on seven days per week is necessary; (13)

(19) „cook” means an employee who is engaged in cooking food or preparing meals in a canteen for employees; (28)

(20) „day” means the period of 24 hours from midnight to midnight: Provided that, in the case of a continuous process worker, 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)

(21) „despatch clerk” means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, mass-measuring, packing, marking, addressing or despatching of goods or packages; (64)

(22) „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 purpose of this definition the expression “driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (14)

(23) „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 Railways and Harbours;
 - (iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours; (43)

(24) „establishment” means any premises or part thereof, in or in connection with which one or more employees are employed in this industry; (4)

(25) „experience” means in relation to—

- (a) a chemical technician, the total period or periods of employment which an employee has had as a chemical technician in any trade or in the service of the State and if such an employee is the holder of a diploma in chemistry obtained through a recognised Techni-

(22) „handelsreisiger se assistent” ’n werknemer wat ’n handelsreisiger vergesel en hom met die inpak, uitpak of vertoon van sy metodes help en wat die motorvoertuig mag dryf wat die handelsreisiger in die uitvoering van sy werk gebruik; (16)

(23) „installasiebediener” ’n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Eetbare olie of vet bleik of reukloos maak;
- (b) eetbare olies of vette meng;
- (c) seep of waspoerier droogmaak deur dit te blaas of dit te spuit;
- (d) seep meganies droogmaak;
- (e) olie of vet splits volgens die Twitchell- of dergelike proses;
- (f) vergruisings- of uitgooimasjiene bedien;
- (g) gliserienherwinningsinstallasie met verdamer bedien;
- (h) ’n installasie bedien wat seep afkoel;
- (i) voorbereiding en uitreiking van vetvullings;
- (j) mengvullings vir poeierskoonmaakmiddels voorberei;
- (k) materiaal sulfoneer of neutraliseer wat nodig is in die vervaardiging van poeier- of vloeibare wasmiddels;
- (l) olies of vette in ’n vakuum bleik vir die maak van seep; (56)

(24) „kelner” ’n werknemer wat in ’n eethuis vir werknemers etes bedien of tafels dek of afdek, en wat teebroodjies mag sny en help met die bereiding van maaltye of drankie, maar nie deur dit te kook nie; (72)

(25) „ketelbediener” ’n werknemer wat onder algemene toesig die waterpeil en stoomdruk in ’n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook of uithaal; (4)

(26) „klerk” ’n werknemer wat skryf-, tik-, lisseer-, rekenmasjiene- of ponskaartmasjienebedienings- of enige ander soort klerklike werk verrig en omvat ook ’n kassier, magasynman, en ’n telefoonskakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so ’n werknemer se werk; (14)

(27) „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 bepaal deur middel van massameting of op ’n ander manier;
- (d) dokumente lisseer volgens ’n skriftelike opdrag of lys in alfabetiese of numerieke volgorde of volgens kleur;
- (e) rekord 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 van voltooide dokumente op koeverte, etikette of omsendbriewe aanbring op ’n ander manier as met ’n tikmasjien;

(i) besonderhede in registers aanbring op ’n ander manier as met ’n tikmasjien;

(ii) en wat oor die algemeen ’n klerk kan help; (13)

(28) „kok” ’n werknemer wat kos kook of maaltye in ’n eethuis vir werknemers voorberei; (19)

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

(30) „korttyd” ’n tydelike vermindering van die getal gewone werkers weens ’n slappe in die bedryf, ’n tekort aan grondstowwe of ’n onklaaraking van masjinerie of installasie, of weens die feit dat geboue onbruikbaar is of dreig om onbruikbaar te word; (62)

(31) „ligte motorvoertuig” ’n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa hoogstens 3 500 kg is; (42)

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

- (i) as ’n werkgever ’n werknemer ten opsigte van sodanige gewone werkure gereeld ’n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;
- (ii) die eerste voorbehoudsbepaling nie so uitgelê mag word 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; (71)

(33) „los werknemer” ’n werknemer wat hoogstens drie dae in ’n week by dieselfde werkgever in diens is; (6)

(34) „magasynman” ’n werknemer wat beheer het oor voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat daarvoor verantwoordelik is om goedere in ’n magasyn of pakhuis te ontvang, op te berg, te verpak of uit te pak of om goedere uit ’n magasyn of pakhuis aan die verbruiksafdelings in ’n bedryfsinrigting of vir versending te lewer; (63)

(35) „masjienebediener” ’n werknemer wat ’n kragmasjiene bedien, dit oppas, dit aan die gang sit of stop, wat die werk wat die masjiene doen, ondersoek of nagaan, wat geringe lopende verstellings aan die masjiene kon maak en wat die masjiene kon voer en goed daarvan kan afhaal, en

cal College or a university such diploma shall be deemed to be the equivalent of two years of employment as a chemical technician;

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

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

(d) any other class of employee, the total period or periods of employment which an employee has had in his class in the Industry for the Manufacture of Soap, Candles, Detergents, Edible Oils or Fats; (47)

(26) “extra heavy motor vehicle” means a motor vehicle the gross vehicle mass of which exceeds 16 000 kg; (17)

(27) “factory clerk” means an employee who, under the supervision of a foreman or a qualified clerk, is engaged in any one or more of the following activities—

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

(e) interpreting or translating languages spoken by Black or Asian employees;

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

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

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

(i) recording particulars of annual or sick leave;

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

(k) scheduling production figures;

(l) stamping or writing tickets or labels;

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

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

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

(p) writing up stock cards;

and who may assemble orders for despatch under the supervision of a qualified despatch clerk; (18)

(28) “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; (16)

(29) “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; (66)

(30) “grade I employee” means an employee who is engaged in any one or more of the following activities or capacities—

(a) assembling barrels for screw presses or similar machinery;

(b) assisting a process worker with the operation of a continuous soap making plant;

(c) attending to soap pans or control-boiling or initiating the grain-ing out process, under the supervision of a foreman or a process worker;

(d) cook;

(e) measuring perfumes;

(f) medical orderly;

(g) messenger;

(h) milk souring for margarine manufacture;

(i) operating a circular saw for cutting woodbox shooks;

(j) receiving, issuing or storing engineering workshop or special tools;

(k) tester; (69)

(31) “grade II employee” means an employee who is engaged in any one or more of the following activities or capacities—

(a) attending to the mechanical movement of oils, fats, soap, detergents, raw materials or by-products or attending to mechanical conveyors or such-like equipment;

(b) attending to valves, cocks or pumps;

die uitdrukking „'n masjien bedien” het 'n ooreenstemmende betekenis; (46)

(36) „*masjienfaktotum*” 'n werknemer wat kleinere herstelwerk of verstellers doen aan masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word maar wat nie werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (44)

(37) „*masjienoppasser*” 'n werknemer wat 'n kragmasjien oppas met die opdrag om aan die masjienbediener te rapporteer as die masjien verkeerd werk of gaan staan het, en wat—

- (a) die toevoer na sodanige masjien aan die gang kan sit en kan stop, met inbegrip van die aansit en stop van 'n onafhanklike kragvoerder;
- (b) so 'n masjien met die hand kan voer en goed met die hand daarvan kan afhaal;
- (c) die masjien kan stop ingeval dit verkeerd werk of as die masjienbediener buite bereik is;

maar wat nie sodanige masjien aan die gang mag sit, weer aan die gang mag sit of enige verstelling daaraan mag maak nie, uitgesonderd regstreeks in opdrag van die masjienbediener, en die uitdrukking „'n masjien oppas” het 'n ooreenstemmende betekenis; (45)

(38) „*mediese ordonnans*” 'n werknemer wat in besit is van 'n geldige bekwaamheidsertifikaat in eerste hulp wat uitgereik is deur—

- (a) die Suid-Afrikaanse Rookkruisvereniging;
- (b) die St. John Ambulance Association; of
- (c) die Suid-Afrikaanse Noodhulpplig;

en wat, onder die toesig van 'n mediese praktisyn of 'n gekwalifiseerde verpleegster, wonde of beserings behandel of verbind, of medisyne toedien en wat raad kan gee aan werknemers betreffende elementêre sake in verband met higiëne en diëet en wat ook aantekeninge kan byhou betreffende werknemers wat hulle vir behandeling aangemeld het en behandeling en medisyne wat toegedien is; (49)

(39) „*medium motorvoertuig*” 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (50)

(40) „*motorvoertuig*” 'n selfgedrewe voertuig met 'n enjinkapasiteit van meer as 50 cm³, en omvat dit 'n voorhaker, 'n motorfiets of motordriewiel en 'n trekker, maar nie 'n mobiele hystoestel nie; (52)

(41) „*nagskop*” enige werkydperk waarvan die grootste gedeelte tussen die ure 20h00 en 06h00 val; (53)

(42) „*nasiener*” 'n werknemer wat, onder die toesig van 'n magasynman, toesig hou oor die laai of aflaai van goedere en goedere ontvang, nasien, uitreik of bêre en wat toepaslike inskrywings op fakture en voorraadkaarte kan maak; (9)

(43) „*noodwerk*”—

- (a) enige werk wat, weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal, of 'n onklaarmaking van installasie of masjinerie of weens die feit dat geboue onbruikbaar is of dreig om onbruikbaar te word, sonder versuim gedoen moet word;
- (b) enige werk in verband met die opknapping of herstel van 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 Spoorweë en Hawens;
 - (iii) voertuie wat deur 'n vervoerkontraakteur gebruik word by die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens; (23)

(44) „*Nywerheid vir die Vervaardiging van Seep, Kerse, Suiveringsmiddels, Eetbare Olies of Vette*”—kyk klousule 1 (2); (39)

(45) „*onbelaste massa*” die massa van 'n interne motorvoertuig of sleepwa wat nie gelisensieer of geregistreer hoef te word nie, soos deur die vervaardiger gespesifiseer; (70)

(46) „*onderbaas*” 'n werknemer wat toesig hou oor die werk van 'n groep werknemers en wat daarbenewens die werk doen van die hoogste klas van die groep oor wie se werk hy toesig hou, en vir die toepassing van hierdie woordskrywing beteken die uitdrukking „hoogste klas” dié klas vir wie die hoogste weekloon voorgeskryf word vir die gebied waarin die groep werk: Met dien verstande dat as die lone op 'n stygende skaal voorgeskryf word, die uitdrukking „weekloon” die weekloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word; (7)

(47) „*ondervinding*” met betrekking tot—

- (a) 'n chemietegnikus, die totale tydperk of tydperke wat 'n werknemer werksaam was as 'n chemietegnikus in enige bedryf of in die diens van die Staat, en indien sodanige werknemer die houër is van 'n diploma in skeikunde wat verkry is van 'n erkende tegniese kollege of 'n universiteit word sodanige diploma geag gelykwaardig te wees aan twee jaar diens as 'n chemietegnikus;
- (b) 'n klerk of 'n versendingsklerk, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n klerk of 'n versendingsklerk in enige bedryf of in die diens van die Staat werksaam was;
- (c) 'n handelsreisiger, of 'n klerklike assistent, die totale tydperk of

- (c) checking or recording particulars of output on warehouse receipts;
- (d) driving a power-driven goods elevator except where the stopping and starting of the elevator is controlled automatically;
- (e) first-aid dresser;
- (f) measuring by dip-stick or mass-measuring (other than to a set measure) ingredients for soap, fats or similar preparations;
- (g) operating a centrifuge;
- (h) operating a glycerine recovery plant without an evaporator;
- (i) operating a power-driven machine used for grinding, sifting, mixing, milling, plodding, cutting, stamping, filling, closing or labelling or for wrapping or cartoning of finished products;
- (j) operating a power-driven machine used for cutting, punching, curling, beading or seaming metal sheets or for sealing metal tins or cans;
- (k) operating a power-driven machine used for printing or wiring woodboxes or corrugated cardboard or fibre board boxes;
- (l) operating a power-driven machine used for repairing or stitching overalls or filter cloths;
- (m) operating a power-driven machine used for making cardboard or paper canisters, cartons or bags;
- (n) operating a power-driven machine used for extruding and drawing candles;
- (o) operating a power-driven but pedestrian controlled vehicle used for lifting or moving goods;
- (p) painting drums by means of a spray gun;
- (q) recovering oil from foods, soap-stock or residues;
- (r) setting wicks or clamps; attending to wicks or removing faulty candles;
- (s) winding up or lowering candle machines; (70)

(32) „*grade III employee*” means an employee who is engaged in any one or more of the following activities or capacities—

- (a) binding, wiring or strapping boxes, cases or other containers by hand or non-power-driven machine;
- (b) branding, marking or stencilling addresses of consignees on boxes, bags, drums or packages for despatch;
- (c) check mass-measuring of filled containers;
- (d) filling tins, casks, boxes, bottles, canisters or other containers by hand or hand-controlled feed to specified volume or mass where the employee exercises control, or mass-measuring containers;
- (e) greasing or oiling plant, machines or vehicles, including motor vehicles, under supervision;
- (f) inspecting filled or empty containers or other articles before wrapping, closing or packing for foreign bodies, torn wrappers, discoloration or other obvious defects;
- (g) leading a stacking gang and placing the outer bags or other articles in order to bind the stack;
- (h) making simple records on prepared forms of reading on dials or from mechanical counters;
- (i) melting soap oils by steam process and pumping such oils to tanks;
- (j) minding any power-driven machine;
- (k) operating a power-driven press, washing machine or hydro extractor;
- (l) operating a power-driven machine used for assembling or nailing wooden boxes;
- (m) operating a power-driven goods elevator where starting and stopping of the elevator is controlled automatically;
- (n) operating a power-driven machine used for cleaning or closing bags;
- (o) operating a power-driven machine used for assembling or closing ready-cut corrugated cardboard or fibre board cartons;
- (p) painting drums by hand;
- (q) preparing moulds for fats by folding wrappers into correct shape and placing in containers;
- (r) repairing trays, crates or boxes by hand;
- (s) soldering;
- (t) sorting or distributing mail or delivering or collecting messages or articles on foot or bicycle;
- (u) stamping soap tablets by non-power-driven machine;
- (v) steam heating drums, tanks or pipes;
- (w) waiter; (71)

(33) „*grade IV 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) assembling or dismantling soap frames, under supervision;
- (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;

tydperke wat 'n werknemer as 'n handelsreisiger of 'n klerklike assistent in enige bedryf werksaam was;

- (d) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Nywerheid vir die Vervaardiging van Seep, Kerse, Suiweringsmiddels, Eetbare Olies of Vette werksaam was; (25)

(48) „oortyd” die gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgegewer werk en wat langer is as die onderskeie gewone werkure by klousule 5 (1) vir sodanige werknemer voorgeskryf, maar omvat nie 'n tydperk waarin 'n werknemer—

- (a) wie se gewone werkure by klousule 5 (1) (a), (b) en (d) voorgeskryf word, op 'n Sondag vir sy werkgegewer werk nie;
- (b) wie se gewone werkure by klousule 5 (1) (c) voorgeskryf word, gedurende sy vry periode vir sy werkgegewer werk nie; (54)

(49) „plaaslike owerheid” 'n munisipale raad, stadsraad, afdelingsraad, dorpsraad, dorpsbestuursraad of 'n soortgelyke instelling of liggaam bedoel in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961), en omvat dit 'n administrasieraad ingestel ingevolge artikel 2 van die Wet op die Administrasie van Swart Sake, 1971 (Wet 45 van 1971); (43)

(50) „proseswerker” 'n werknemer wat verantwoordelik is vir en werksaam is in een of meer van die volgende werksaamhede of proses-

- (a) Bediening van installasie vir waterstofgas;
- (b) 'n spuitdroogtoring bedien in die vervaardiging van poeierwasmiddels;
- (c) 'n koelinstallasie bedien;
- (d) eetbare olie of vet raffineer of hard maak;
- (e) ru-gliserien raffineer;
- (f) katalisator suiwer;
- (g) seep maak, met inbegrip van deurlopende seepmaak;
- (h) olie uit oliesaad of oliekoek uithaal deur middel van 'n oplosproses; (57)

(51) „sekuriteitswag” 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Persone deursoek;
- (b) toesig hou oor wagt of beheer oor hulle uitoefen;
- (c) beheer uitoefen of rapporteer oor die beweging van persone of voertuie deur kontrolepunte of hekke;

en van wie daar in die uitvoering van sy pligte vereis word om ten minste een van die amptelike tale te kan lees, skryf en praat, en van wie daar vereis kan word om enige van of al die werksaamhede wat vir 'n wag voorgeskryf is, te verrig; (59)

(52) „senior bestuurs- of administratiewe werknemer” 'n werknemer wat in opdrag van sy werkgegewer werk verrig wat verantwoordelikheid meebring vir die neem van besluite van 'n administratiewe aard in die uitvoering van die werksaamhede van 'n bedryfsinrigting; (60)

(53) „skeikundige werk” die verrigting van skeikundige werksaamhede, die opstel of aanpassing van die formules van stowwe, of die ontledkundige beheer van die skeikundige verwerking van grondstowwe of halfvervaardigde of klaar produkte; (11)

(54) „skofwerker” 'n werknemer wat skofwerk verrig in 'n werksaamheid in 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag op hoogstens ses dae per week gewerk word; (61)

(55) „sleepwa” 'n voertuig wat nie selfgedrewe is nie maar wat ontwerp of aangepas is om deur 'n motorvoertuig gesleep te word, en omvat dit 'n leunwa; (69)

(56) „spanleier” 'n werknemer wat in beheer is van 'n groep werknemers graad IV en/of werknemers graad V; (65)

(57) „stukwerk” 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (55)

(58) „swaar motorvoertuig” 'n voertuig waarvan die bruto voertuig-massa of bruto kombinasie-massa meer as 9 000 kg maar minder as 16 000 kg is; (38)

(59) „tegniese of professionele werknemer” 'n werknemer wat in opdrag van sy werknemer werk van 'n tegniese of professionele aard verrig; (66)

(60) „toesighouer” 'n werknemer wat, onder die toesig van 'n voorman, in beheer is van 'n groep werknemers graad I, werknemers graad II of werknemers graad III of 'n kombinasie van enige van hierdie grade en wat daarbenewens in beheer kan wees van werknemers graad IV en werknemers graad V; (64)

(61) „toesighoudende ketelbediener” 'n werknemer wat, onder die toesig van 'n voorman, toesig hou oor een of meer ketelbedieners of meer as een stoomketel in 'n bedryfsinrigting en wat verantwoordelik is vir die handhawing van die waterpeil en stoomdruk in sodanige stoomketels; (5)

(62) „toetser” 'n werknemer wat, onder die toesig van 'n chemikus, chemitegnikus, proseswerker of voorman, skeikundige toetse van roetine-aard uitvoer; (67)

(63) „trekker” 'n ander motorvoertuig as 'n voorhaker, wat ontwerp of aangepas is hoofsaaklik om ander voertuie te trek en nie om vrag te dra nie; (68)

(64) „versendingsklerk” 'n werknemer wat verantwoordelik is vir die

- (e) branding, marking or stencilling boxes, bags, drums or packages, other than as in item (c) of the definition of “grade III employee”;
- (f) cleaning by means of an industrial vacuum cleaner;
- (g) cleaning, opening or closing filter presses or removing or replacing frames or filter cloths;
- (h) cutting bar or toilet soap by hand;
- (i) filling tins, casks, bags, bottles or other containers by hand or non-power-driven machine; filling to a set volume or mass where control is exercised automatically;
- (j) inserting liners, printed matter, discs or rings into lids or tins or other containers or glueing printed matter, other than labels, on containers;
- (k) lime-washing, colour-washing or disinfecting compounds, latrines, outbuildings or similar buildings or structures;
- (l) mending bags by hand or sewing bags by hand after they have been filled;
- (m) opening or closing cocks or valves, under supervision;
- (n) packing articles of a uniform size and number into containers specially made to contain such articles; putting containers into cases, cartons or bags not for despatch;
- (o) padding or crutching soap during the boiling or cooling process;
- (p) pouring candle material into machines, cutting wicks, removing candles from machines or removing surplus material from top of machine;
- (q) removing, emptying, cleaning or replacing sanitary pails;
- (r) sorting empty bags for damage or dirt;
- (s) straightening bent flanges of containers by hand;
- (t) tightening or loosening nuts, bolts or screws by hand tools, under the supervision of an artisan, handyman or machine handyman;
- (u) wrapping soap, fats or candles in plain or printed wrappers by hand; (72)

(34) “grade V employee” means an employee who is engaged in any one or more of the following activities—

- (a) assisting on delivery vehicles, other than driving or effecting repairs; minding vehicles;
- (b) breaking down washing soda, sandstone or similar materials by hand or sieving materials by hand;
- (c) cleaning, sweeping or washing premises or vehicles, plant, implements, machinery, tools, utensils, containers, furniture, overalls, aprons or other articles;
- (d) closing wooden, corrugated cardboard or fibre board boxes or cartons, tins, tubes or similar containers by hand;
- (e) cooking rations, making tea or similar beverages or serving tea or other refreshments to employees, his employer or visitors, except as referred to in the definition “cook” or “waiter”;
- (f) discharging salt from glycerine evaporator boxes;
- (g) emptying tins, casks, bags, bottles or other containers by hand; or shaking out bags;
- (h) feeding materials by hand into elevators, conveyancers or process vats, tanks or other vessels;
- (i) folding containers or paper, other than as in item (r) of the definition “grade III employee”;
- (j) gardening work; sweeping roads or paths; cutting down, destroying or removing trees or vegetation or trimming hedges;
- (k) guarding road or rail crossings;
- (l) lifting, carrying, unpacking, moving or stacking goods or articles of any description by hand, excluding the duties referred to in item (h) of the definition “grade III employee”;
- (m) loading or unloading trucks or vehicles;
- (n) making, maintaining or drawing fires other than in steam boilers, or removing refuse or ashes; sorting clinkers;
- (o) opening or closing boxes, bales, bags, drums or packages other than by soldering;
- (p) operating a pump or hoist by hand;
- (q) pushing or pulling any vehicle or truck, other than by power-driven device;
- (r) rubber-stamping where no discretion is involved;
- (s) setting up by hand ready-made cardboard of fibre board boxes or similar containers or dismantling such boxes or containers for re-use;
- (t) skimming off soap from settled lyes; skimming fats or oils from settling tanks or traps;
- (u) stirring ingredients in vats or pans by hand;
- (v) turning over soap powder stock by hand;
- (w) unpacking or opening corrugated fibre board or similar containers by hand; setting-up ready-made containers;
- (x) washing, ironing uniforms, overalls or other protective clothing; (73)

(35) “gross combination mass” in relation to a motor vehicle means the mass of any combination of motor vehicles, trailers or semi-trailers,

versending of verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, massameting, verpakking, merk, adresseer of versending van goedere of pakkette; (21)

(65) „*voorhaker*” ’n motorvoertuig wat ontwerp of aangepas is om ander voertuie te trek en nie om wag, uitgesonderd ’n sleepwa, ’n leunwa of ballas wat daarop rus, te dra nie, en omvat dit nie ’n trekker nie; (48)

(66) „*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 pligte doeltreffend verrig; (29)

(67) „*wag*” ’n werknemer wat persele, geboue, stukture of vaste of roerende eiendom bewaak, beskerm of patrolleer en honde kan hanteer in die uitvoering van sy pligte; (73)

(68) „*week*” met betrekking tot ’n werknemer, die tydperk van sewe dae waarin die werknemer gewoonlik val; (74)

(69) „*werknemer graad I*” ’n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede in diens is:

- (a) Lope inmekaar sit vir skroefperse of dergelike masjinerie;
- (b) ’n proseswerker help met die bediening van ’n deurlopende seepmaakinstallasie;
- (c) oor seeppanne toesig hou of kontrolekookwerk doen of die uitklontproses aan die gang sit, onder die toesig van ’n voorman of ’n proseswerker;
- (d) kok;
- (e) parfuim afmeet;
- (f) mediese ordonnans;
- (g) bode;
- (h) melk suurmaak vir die maak van kunsbotter;
- (i) ’n sirkelsaag bedien om duie vir houtkiste te saag;
- (j) gereedskap vir ingenieurswerkwinkel of spesiale gereedskap ontvang, uitreik of bère;
- (k) toetsers; (30)

(70) „*werknemer graad II*” ’n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede in diens is:

- (a) Sorg vir die meganiese beweging van olie, vet, seep, suiweringmiddels, grondstowwe of nwepeprodukte of meganiese vervoerders of dergelike uitrusting bedien;
- (b) kleppe, krane of pompe bedien;
- (c) besonderhede van opbrengs op pakhuiswitansies nagaan of aanteken;
- (d) ’n kraggoederehyser dryf, behalwe waar die stop en aansit van die hyser outomaties beheer word;
- (e) eerste hulpman;
- (f) bestanddele vir seep, vet of dergelike preparate deur middel van ’n peilstok afmeet, of massameet (maar nie volgens ’n gestelde skaal nie);
- (g) ’n sentrifugeermasjien bedien;
- (h) ’n gliserienhervininstallasie sonder verdamper bedien;
- (i) ’n kragmasjien bedien vir maal, sif, meng, vergruis, seep in koeke druk, sny, stamp, vul, sluit of etiketteer of klaar produkte toedraai of in kartonne verpak;
- (j) ’n kragmasjien bedien om metaalplate te sny, te pons, te krul, te omkraal of te naat of om metaalblieke of -kanne te verseël;
- (k) ’n kragmasjien bedien om houtkissie of riefelkarton- of veselborddose te bedruk of te bedraad;
- (l) ’n kragmasjien bedien om oorpakke of filterdoeke te herstel of te stik;
- (m) ’n kragmasjien bedien om karton- of papierhouers, kartonne of sakke te maak;
- (n) ’n kragmasjien bedien om kerse uit te druk en te draai;
- (o) ’n voertuig wat kragaangedrewe is maar deur ’n voetganger beheer word, bedien om goedere te hys of te verskuif;
- (p) konkas deur middel van spuittoestel verf;
- (q) olie uit besinksel, rouseep of oorblyfsels herwin;
- (r) kerpitte of klampe regsit; oor pitte toesig hou of defekte kerse verwyder;
- (s) kersmajiene ophys of laat sak; (31)

(71) „*werknemer graad II*” ’n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede in diens is:

- (a) Kiste, dose of ander houers met die hand of nie-kragmasjiene vasbind, bedraad of bande daarom sit;
- (b) adresse van ontvangers op kiste, sakke, konkas of pakkies vir versending brandmerk, merk of sjabloneer;
- (c) vol houers vir kontrole massameet;
- (d) blikke, vate, kiste, bottels, trommels of ander houers met die hand of met handbeheerde voertoestelle volgens vasgestelde volume of massa volmaak waar die werknemer beheer uitoefen; of houers massameet;
- (e) installasie, masjiene of voertuie, met inbegrip van motorvoertuie, onder toesig smear of olie;

of which such motor vehicles can form part, and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority; (7)

(36) „*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; (8)

(37) „*handyman*” means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment used directly in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan; (19)

(38) „*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; (58)

(39) „*Industry for the Manufacture of Soap, Candles, Detergents, Edible Oils or Fats*”—vide clause 1 (2); (44)

(40) „*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; (15)

(41) „*law*” includes the common law; (74)

(42) „*light motor vehicle*” means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (31)

(43) „*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); (49)

(44) „*machine handyman*” means an employee who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment but who does not do work normally performed by an artisan; (36)

(45) „*machine minder*” means an employee who is engaged in watching a power-driven machine with the duty to report any malfunctioning or stopping of such machine to the machine operator and who may—

- (a) start and stop the feed into such machine, including the starting and stopping of an independent power-driven feeder;
- (b) feed into and take off from such machine by hand;
- (c) stop the machine in the event of its malfunctioning if the machine operator is beyond reach;

but who may not start, re-start or make any adjustments to such machine except under the direct instruction of the machine operator, and the expression “minding a machine” has a corresponding meaning; (37)

(46) „*machine operator*” means an employee who operates, attends, starts or stops a power-driven machine, who scrutinises or checks the work done by the machine, who may make minor running adjustments to the machine and who may feed into or take off from such machine, and the expression “operating a machine” has a corresponding meaning; (35)

(47) „*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; (5)

(48) „*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 resting on it, and does not include a tractor; (65)

(49) „*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 Noodhulppliga;

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; (38)

(50) „*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; (39)

(51) „*messenger*” means an employee who is engaged in delivering 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; (6)

- (f) vol of leë houers of ander artikels nagaan vir vreemde stowwe, geskeurde omslae, vlekke of ander sigbare defekte voordat dit toegedraai, toegemaak of verpak word;
- (g) 'n opstapelspan lei en die buitekantse sakke of ander artikels reg plaas ten einde die stapel vas te bind;
- (h) eenvoudige aantekeninge maak op opgestelde vorms van aflesings op wyserplate of van meganiese tellers;
- (i) seepolie met 'n stoomproses smelt en dié olie na tenks toe pomp;
- (j) enige kragmasjien oppas;
- (k) 'n kragpers, wasmasjien of ontwatertoestel bedien;
- (l) 'n kragmasjien bedien wat gebruik word om houtkiste aanmekeer te sit of te spyker;
- (m) 'n kraggoederehyser bedien waar aansit en stop van die hyser outomaties beheer word;
- (n) 'n kragmasjien bedien wat gebruik word om sakke skoon of toe te maak;
- (o) 'n kragmasjien bedien wat gebruik word om klaargesnyde riffelkarton of veselbordkartonne aanmekeer te sit of toe te maak;
- (p) konkas met die hand verf;
- (q) gietvorms vir vet voorberei deur omslae in die regte fatsoen te vou en dit in houers te plaas;
- (r) platkiste, kratte of kiste met die hand heelmaak;
- (s) soldeer;
- (t) pos sorteer of uitdeel van boodskappe of artikels te voet of per trapfiets aflewer of bymekeer maak;
- (u) seepsteentjies met 'n nie-kragmasjien stempel;
- (v) konkas, tenks of pype met stoom verhit;
- (w) kelner; (32)
- (72) "*werknemer graad IV*" 'n werknemer wat een of meer van die volgende werksaamhede verrig:
- (a) Gedrukte of klaar geadresseerde etikette met die hand aan toedraaimateriaal, houers of pakkies aanbring;
- (b) kiste of kratte van duic of voorbereide materiaal met die hand aanmekeer sit;
- (c) seeprame, onder toesig, aanmekeer sit of uitmekeerhaal;
- (d) 'n ambagsman, faktotum of masjienfaktotum help deur artikels of gereedskap vas te hou of andersins met hom saam te werk, uitgesonderd deur die selfstandige gebruik van gereedskap;
- (e) kiste, sakke, konkas of pakkette, uitgesonderd item (c) van werknemer graad III, brandmerk, merk of sjabloneer;
- (f) deur middel van 'n nywerheidstofsuijer skoonmaak;
- (g) filterperse skoon-, oop- of toemaak, of rame of filterdooke verwyder of terugsit;
- (h) steen- of toiletseep met die hand sny;
- (i) blikke, vate, sakke, bottels of ander houers met die hand of nie-kragmasjien volmaak; volgens 'n gestelde volume of massa volmaak waar kontrole outomaties uitgeoefen word;
- (j) voerings, drukwerk, skywe of ringe in deksels of blikke of ander houers insit of drukwerk, uitgesonderd etikette, ophouers vaslym;
- (k) kampongs, latrines, buitegeboue of dergelike geboue of strukture afwit, met kleurkalk afwit of ontsmet;
- (l) sakke met die hand heelmaak of sakke met die hand toewerk nadat hulle gevul is;
- (m) krane of kleppe onder toesig oop- of toemaak;
- (n) artikels van eenvormige grootte en getal verpak in houers wat spesiaal gemaak is om sulke artikels te bevat; houers in dose kartonne of sakke insit, maar nie vir versending nie;
- (o) seep gedurende die kook- of afkoelproses met spane of kruisspane omroer;
- (p) kersmateriaal in masjiene giet, pitte sny, kerse uit masjiene verwyder of oorskietmateriaal van die bokant van die masjiene afhaal;
- (q) nagemmers verwyder, leegmaak, skoonmaak of omruil;
- (r) leë sakke met die oog op beskadiging of vuilheid sorteer;
- (s) gebuigde flense van houers met die hand reguit maak;
- (t) moere, boutes of skroewe met handgereedskap onder die toesig van 'n ambagsman, faktotum of masjienfaktotum vas- of losdraai;
- (u) seep, vet of kerse in onbedrukte of bedrukte omslae met die hand toedraai; (33)
- (73) "*werknemer graad V*" 'n werknemer wat een of meer van die volgende werksaamhede verrig:
- (a) Op afleweringvoertuie help, uitgesonderd bestuur of herstelwerk doen; voertuie oppas;
- (b) wassoda, sandklip of dergelike materiaal met die hand opbreek of materiaal met die hand sif;
- (c) persele of voertuie, installasie, implemente, masjinerie, gereedskap, gerei, houers, meubels, oorpakke, voorskote of ander artikels skoonmaak, uitvee of was;
- (d) hout-, riffelkarton- of veselbordkiste of kartonne, blikke, buise of dergelike houers met die hand toemaak;
- (e) rantsoene kook, tee of dergelike drankke maak of tee of ander

(52) "*motor vehicle*" means any self-propelled vehicle with an engine capacity exceeding 50 cm³ and includes a mechanical horse, a motor cycle or a motor tricycle and a tractor, but does not include a mobile hoist; (40)

(53) "*night shift*" means any period of work the major portion of which falls between the hours of 20h00 and 06h00; (41)

(54) "*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—

- (i) whose ordinary hours of work are prescribed in clause 5 (1) (a), (b) and (d), works for his employer on a Sunday; or
- (ii) whose ordinary hours of work are prescribed in clause 5 (1) (c), works for his employer during his free period; (48)

(55) "*piece-work*" means any system under which an employee's remuneration is based on the quantity of work done; (57)

(56) "*plant operator*" means an employee who is engaged in any one or more of the following activities—

- (a) bleaching or deodorising edible oils or fats;
- (b) blending of edible oils or fats;
- (c) blowing or spray drying soap or detergent powder;
- (d) mechanical drying of soaps;
- (e) oil or fat splitting by Twitchell or similar process;
- (f) operating crushing or expelling machines;
- (g) operating a glycerine recovery plant with an evaporator;
- (h) operating a soap cooling plant;
- (i) preparing or issuing fat charges;
- (j) preparing crutcher charges for powder detergents;
- (k) sulphonating or neutralizing materials required in the manufacture of powder or liquid detergents;
- (l) vacuum bleaching of oils or fats for soap making; (23)

(57) "*process worker*" means an employee who is responsible for and engaged in any one or more of the following activities or processes—

- (a) hydrogen gas plant operation;
- (b) operating a spray drying tower in the manufacture of powder detergent;
- (c) operating a refrigeration plant;
- (d) refining or hardening of edible oils or fats;
- (e) refining of crude glycerine;
- (f) revivifying catalyst;
- (g) soap making, including continuous soap making;
- (h) solvent extraction of oil from oilseeds or oilcake; (50)

(58) "*qualified*" in relation to an employee, means that the experience of the employee in his class entitled him to the highest wage rate prescribed for such class, and, conversely, "*unqualified*" means that his experience does not entitle him to such higher rate; (20)

(59) "*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; (51)

(60) "*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; (52)

(61) "*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 not more than six days per week are worked; (54)

(62) "*short-time*" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (30)

(63) "*storeman*" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch; (34)

(64) "*supervisor*" means an employee who, under the supervision of a foreman, is in charge of a group of grade I employees, grade II employees or grade III employees or a combination of any of these grades and who additionally may be in charge of grade IV employees and grade V employees; (60)

(65) "*team leader*" means an employee who is in charge of a group of grade IV employees and/or grade V employees; (56)

verversings aan werknemers, sy werkgewer of besoekers bedien, uitgesonderd soos vermeld in die woordskrywing van „kok” of „keiner”;

- (f) sout uit gliserienverdampkiste haal;
 - (g) blikke, vate, sakke, bottels of ander houers met die hand leegmaak; of sakke uitskud;
 - (h) materiaal met die hand in elevators, vervoerders of prosesvate, tenks of ander vate voer;
 - (i) houers of papier vou, uitgesonderd soos in item (r) van die woordskrywing van „werknemer graad III”;
 - (j) tuinwerk; paai of voetpaai vee; bone of plantegroei afkap, vernietig of verwyder, of heinings snoei;
 - (k) pad- of spooroorgange bewaak;
 - (l) goedere of artikels van enige beskrywing met die hand oplaag, dra, uitpak, verskuif of opstapel, uitgesonderd die pligte genoem in item (h) van die woordskrywing van „werknemer graad III”;
 - (m) trokke of voertuie laai of aflaai;
 - (n) vuurmaak, vure in stand hou of uithaal maar nie in stoomketels nie, of afval of as verwyder; klinkers sorteer;
 - (o) kiste, bale, sakke, konkas of pakkies oopmaak of toemaak maar nie deur dit te soldeer nie;
 - (p) ’n pomp of hyser met die hand bedien;
 - (q) enige voertuig of trok, uitgesonderd deur middel van ’n kragttoestel, stoot of trek;
 - (r) rubberstempelwerk, waarby geen oordeel betrokke is nie;
 - (s) klaargemaakte karton- of veselborddose of soortgelyke houers met die hand opstel of sodanige dose of houers vir hergebruik uitmekaarhaal;
 - (t) seep van afgesakte loog afskep; vet of olie van afsaktenks of vanginrigtings afskep;
 - (u) bestanddele met die hand in vate of panne roer;
 - (v) seepoeiervoorrade met die hand omdraai;
 - (w) riefvelselbord of dergelyke houers met die hand uitpak of oopmaak; klaargemaakte houers opstel;
 - (x) uniforms, oorpakke of ander beskermende klere was en stryk;
- (34)
- (74) „wet” ook die gemeneereg; (41)

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—*

(66) “*technical or professional employee*” means an employee who is charged by his employer with the performance of work of a technical or professional character; (59)

(67) “*tester*” means an employee who, under the supervision of a chemist, chemical technician, process worker or a foreman, is engaged in routine chemical tests; (62)

(68) “*tractor*” means a motor vehicle, other than a mechanical horse, designed or adapted mainly to pull other vehicles and not to carry any load; (63)

(69) “*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; (55)

(70) “*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; (45)

(71) “*wage*” means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount and this 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; (32)

(72) “*waiter*” means an employee who in a canteen for employees is engaged in serving meals or setting or clearing tables, and who may cut sandwiches and assist with the preparation of meals or beverages other than by cooking; (24)

(73) “*watchman*” means an employee who is engaged in guarding, protecting or patrolling premises, buildings, structures or fixed or movable property and who may handle dogs in the performance of his duties; (67)

(74) “*week*” means, in relation to any employee, the period of seven days within which the working week of that employee ordinarily falls. (68)

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—*

In die landroosdistrikte Barberton, Lower Tugela, Middelburg (Kaap), Umvoti en Witvliet	In die landroosdistrikte Viljoenskroon						In die landroosdistrikte King William's Town en Queenstown en die munisipale gebied Pietersburg						In die landroosdistrikte Bloemfontein, Hoëveldrif, Kroonstad, Oos-Londen, Pietmaritzburg en Welkom						In alle ander gebiede					
	(aa)	(ab)	(ac)	(ad)	(ae)	(af)	(aa)	(ab)	(ac)	(ad)	(ae)	(af)	(aa)	(ab)	(ac)	(ad)	(ae)	(af)	(aa)	(ab)	(ac)	(ad)	(ae)	(af)
	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	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	R	R	R	R	R	R	R	R	R	R	R	R	R
56,00	65,00	74,00	84,00	86,00	88,00	90,00	90,00	90,00	90,00	90,00	90,00	90,00	90,00	90,00	90,00	90,00	90,00	90,00	90,00	90,00	90,00	90,00	90,00	90,00
25,00	29,00	33,60	38,00	32,00	36,40	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00
27,00	31,50	36,00	40,50	34,50	39,00	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50
28,80	33,60	38,40	43,20	36,80	41,60	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40
47,00	55,00	62,00	70,00	79,00	81,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00
23,00	27,00	31,00	35,00	39,00	41,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00
Ambagsman																								
Ambagsman se helper—																								
gedurende die eerste ses maande ondervinding	25,00	29,00	33,60	38,00	32,00	36,40	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00
gedurende die tweede ses maande ondervinding	27,00	31,50	36,00	40,50	34,50	39,00	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50
daarna	28,80	33,60	38,40	43,20	36,80	41,60	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40	46,40
Assistent-voorman	47,00	55,00	62,00	70,00	79,00	81,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00
Chaufeur	23,00	27,00	31,00	35,00	39,00	41,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00
Chemitegnikus—																								
man—																								
gedurende die eerste jaar ondervinding	24,00	28,00	32,00	36,00	36,00	38,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00
gedurende die tweede jaar ondervinding	29,00	34,00	39,00	44,00	45,00	47,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00
gedurende die derde jaar ondervinding	34,00	40,00	46,00	52,00	54,00	56,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00
gedurende die vierde jaar ondervinding	40,00	47,00	53,00	60,00	64,00	66,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00
gedurende die vyfde jaar ondervinding	45,00	53,00	60,00	68,00	73,00	75,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00
daarna	50,00	59,00	67,00	76,00	82,00	84,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00
vrou—																								
gedurende die eerste jaar ondervinding	24,00	28,00	32,00	36,00	32,00	34,00	37,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00	40,00
gedurende die tweede jaar ondervinding	29,00	34,00	39,00	44,00	40,00	42,00	46,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00
gedurende die derde jaar ondervinding	34,00	40,00	46,00	52,00	47,00	50,00	54,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00
gedurende die vierde jaar ondervinding	40,00	47,00	53,00	60,00	55,00	59,00	63,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00	68,00
gedurende die vyfde jaar ondervinding	45,00	53,00	60,00	68,00	62,00	67,00	71,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00	77,00
daarna	50,00	59,00	67,00	76,00	70,00	75,00	80,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00	86,00
Drywer van 'n—																								
(i) ligte motorvoertuig	22,50	26,30	30,00	33,80	38,00	40,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00
(ii) medium motorvoertuig	29,00	34,00	38,00	43,00	45,00	47,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00
(iii) swaar motorvoertuig	34,00	40,00	45,00	51,00	53,00	55,00	57,00	57,00	57,00	57,00	57,00	57,00	57,00	57,00	57,00	57,00	57,00	57,00	57,00	57,00	57,00	57,00	57,00	57,00
(iv) ekstra swaar motorvoertuig	38,00	45,00	51,00	58,00	60,00	62,00	64,00	64,00	64,00	64,00	64,00	64,00	64,00	64,00	64,00	64,00	64,00	64,00	64,00	64,00	64,00	64,00	64,00	64,00
Drywer van 'n interne motorvoertuig	22,50	26,30	30,00	33,80	38,00	40,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00	42,00
Fabriekslêr—																								
gedurende die eerste ses maande ondervinding	22,00	25,60	29,20	33,00	31,40	33,40	35,40	35,40	35,40	35,40	35,40	35,40	35,40	35,40	35,40	35,40	35,40	35,40	35,40	35,40	35,40	35,40	35,40	35,40
gedurende die tweede ses maande ondervinding	23,20	27,00	30,80	34,80	33,20	35,20	37,20	37,20	37,20	37,20	37,20	37,20	37,20	37,20	37,20	37,20	37,20	37,20	37,20	37,20	37,20	37,20	37,20	37,20
gedurende die derde ses maande ondervinding	24,40	28,40	32,40	36,60	35,00	37,00	39,00	39,00	39,00	39,00	39,00	39,00	39,00	39,00	39,00	39,00	39,00	39,00	39,00	39,00	39,00	39,00	39,00	39,00
daarna	25,60	30,00	34,00	38,40	37,00	39,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00	41,00
Faktootum	27,00	31,50	36,00	40,50	37,00	40,00	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50	43,50
Handelsreisiger—																								
gedurende die eerste jaar ondervinding	41,31	48,23	55,15	62,08	69,69	72,00	74,31	74,31	74,31	74,31	74,31	74,31	74,31	74,31	74,31	74,31	74,31	74,31	74,31	74,31	74,31	74,31	74,31	74,31
gedurende die tweede jaar ondervinding	45,23	52,62	60,23	67,85	75,92	78,23	80,54	80,54	80,54	80,54	80,54	80,54	80,54	80,54	80,54	80,54	80,54	80,54	80,54	80,54	80,54	80,54	80,54	80,54
gedurende die derde jaar ondervinding	49,15	57,00	65,31	73,62	82,15	84,46	86,77	86,77	86,77	86,77	86,77	86,77	86,77	86,77	86,77	86,77	86,77	86,77	86,77	86,77	86,77	86,77	86,77	86,77
gedurende die vierde jaar ondervinding	53,08	61,38	70,38	79,38	88,38	90,69	93,00	93,00	93,00	93,00	93,00	93,00	93,00	93,00	93,00	93,00	93,00	93,00	93,00	93,00	93,00	93,00	93,00	93,00
daarna	56,77	66,23	75,69	85,15	94,85	97,15	99,46	99,46	99,46	99,46	99,46	99,46	99,46	99,46	99,46	99,46	99,46	99,46	99,46	99,46	99,46	99,46	99,46	99,46
Handelsreisiger se assistent	23,00	27,00	31,00	35,00	39,00	41,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00
Installasiebediener—																								
gedurende die eerste jaar ondervinding	23,40	27,30	31,30	35,30	33,00	35,50	38,00	38,00	38,00	38,00	38,00	38,00	38,00	38,00	38,00	38,00	38,00	38,00	38,00	38,00	38,00	38,00	38,00	38,00
gedurende die tweede jaar ondervinding	26,10	30,40	34,80	39,30	38,00	40,50	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00	43,00
gedurende die derde jaar ondervinding	28,80	33,50	38,30	43,30	43,00	45,50	48,00	48,00	48,00	48,00	48,00	48,00	48,00	48,00	48,00	48,00	48,00	48,00	48,00	48,00	48,00	48,0		

	In the Magisterial districts of Barberton, Lower Tugela, Middelburg (Cape), Umvoti and White River						In the Magisterial District of Viljoenskroon						In the Magisterial districts of King William's Town and Queenstown and the municipal area of Pietersburg						In the Magisterial Districts of Bloemfontein, East London, Highveld Ridge, Kroonstad, Pietermaritzburg and Welkom						In all other areas							
	(aa)		(ab)		(ac)		(ad)		(aa)		(ab)		(ac)		(ad)		(aa)		(ab)		(ac)		(ad)		(aa)		(ab)		(ac)		(ad)	
	Per week	R	Per week	R	Per week	R	Per week	R	Per week	R	Per week	R	Per week	R	Per week	R	Per week	R	Per week	R	Per week	R	Per week	R	Per week	R	Per week	R	Per week	R		
Artisan	56,00	65,00	74,00	84,00	86,00	88,00	90,00	90,00	90,00	96,00	102,00	102,00	102,00	106,00	117,00	117,00	100,00	116,00	132,00	132,00	132,00	132,00	132,00	132,00	132,00	132,00	132,00	132,00	132,00	132,00	132,00	
Artisan's aide— during the first six months of experience	25,00	29,00	33,60	38,00	32,00	36,40	41,00	41,00	41,00	42,00	46,00	46,00	46,00	48,30	53,00	53,00	47,60	54,00	60,00	60,00	60,00	60,00	60,00	60,00	60,00	60,00	60,00	60,00	60,00	60,00		
during the second six months of experience	27,00	31,50	36,00	40,50	34,50	39,00	43,50	43,50	43,50	45,00	49,50	49,50	49,50	51,80	57,00	57,00	51,00	57,80	64,50	64,50	64,50	64,50	64,50	64,50	64,50	64,50	64,50	64,50	64,50	64,50		
thereafter	28,80	33,60	38,40	43,20	36,80	41,60	46,40	46,40	46,40	48,00	53,00	53,00	53,00	55,00	61,00	61,00	54,40	61,60	69,00	69,00	69,00	69,00	69,00	69,00	69,00	69,00	69,00	69,00	69,00	69,00		
Assistant foreman	47,00	55,00	62,00	70,00	81,00	89,00	83,00	83,00	83,00	85,00	87,00	87,00	87,00	93,00	99,00	99,00	90,00	101,00	112,00	112,00	112,00	112,00	112,00	112,00	112,00	112,00	112,00	112,00	112,00	112,00		
Boiler attendant	20,00	23,60	27,20	31,00	25,00	29,20	33,00	33,00	33,00	34,00	38,00	38,00	38,00	39,00	44,00	44,00	44,00	44,00	44,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00	49,00		
Boiler attendant-in-charge	43,00	50,00	58,00	65,00	71,00	73,00	75,00	75,00	75,00	77,00	80,00	80,00	80,00	85,00	91,00	91,00	81,00	92,00	103,00	103,00	103,00	103,00	103,00	103,00	103,00	103,00	103,00	103,00	103,00	103,00		
Chauffeur	23,00	27,00	31,00	35,00	39,00	41,00	43,00	43,00	43,00	44,00	46,00	46,00	46,00	47,00	50,00	50,00	46,00	51,00	56,00	56,00	56,00	56,00	56,00	56,00	56,00	56,00	56,00	56,00	56,00	56,00		
Checker— during the first year of experience	24,00	28,00	32,00	36,00	36,00	38,00	40,00	40,00	40,00	42,00	45,00	45,00	45,00	47,50	51,00	51,00	46,00	52,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00		
during the second year of experience	26,00	30,00	34,00	38,00	39,00	41,00	43,00	43,00	43,00	45,00	48,00	48,00	48,00	50,70	55,00	55,00	49,00	55,50	62,00	62,00	62,00	62,00	62,00	62,00	62,00	62,00	62,00	62,00	62,00	62,00		
thereafter	28,00	32,00	36,00	40,00	42,00	44,00	46,00	46,00	46,00	48,00	51,00	51,00	51,00	54,00	59,00	59,00	52,00	59,00	66,00	66,00	66,00	66,00	66,00	66,00	66,00	66,00	66,00	66,00	66,00	66,00		
Chemical technician— female— during the first year of experience	24,00	28,00	32,00	36,00	32,00	34,00	37,00	40,00	40,00	38,00	41,00	45,00	45,00	43,00	47,00	51,00	44,00	47,00	52,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00		
during the second year of experience	29,00	34,00	39,00	44,00	40,00	42,00	46,00	49,00	49,00	46,00	50,00	54,00	54,00	52,00	57,00	62,00	56,00	57,00	63,00	70,00	70,00	70,00	70,00	70,00	70,00	70,00	70,00	70,00	70,00	70,00		
during the third year of experience	34,00	40,00	46,00	52,00	47,00	50,00	54,00	58,00	58,00	54,00	59,00	64,00	64,00	61,00	67,00	73,00	64,00	67,00	74,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00		
during the fourth year of experience	40,00	47,00	53,00	60,00	55,00	59,00	63,00	68,00	68,00	63,00	67,00	73,00	73,00	71,00	77,00	83,00	73,00	77,00	86,00	95,00	95,00	95,00	95,00	95,00	95,00	95,00	95,00	95,00	95,00	95,00		
during the fifth year of experience	45,00	53,00	60,00	68,00	62,00	67,00	71,00	77,00	77,00	71,00	76,00	83,00	83,00	80,00	87,00	95,00	84,00	89,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00		
thereafter	50,00	59,00	67,00	76,00	70,00	75,00	80,00	86,00	86,00	80,00	85,00	92,00	92,00	88,00	96,00	106,00	93,00	99,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00		
male— during the first year of experience	24,00	28,00	32,00	36,00	36,00	38,00	40,00	40,00	40,00	42,00	45,00	45,00	45,00	47,00	51,00	51,00	46,00	52,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00	58,00		
during the second year of experience	29,00	34,00	39,00	44,00	45,00	47,00	49,00	49,00	49,00	51,00	54,00	54,00	54,00	57,00	62,00	62,00	56,00	63,00	70,00	70,00	70,00	70,00	70,00	70,00	70,00	70,00	70,00	70,00	70,00	70,00		
during the third year of experience	34,00	40,00	46,00	52,00	52,00	54,00	56,00	58,00	58,00	56,00	60,00	64,00	64,00	63,00	68,00	73,00	64,00	68,00	74,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00	83,00		
during the fourth year of experience	40,00	47,00	53,00	60,00	64,00	66,00	68,00	68,00	68,00	70,00	73,00	73,00	73,00	78,00	84,00	84,00	75,00	86,00	95,00	95,00	95,00	95,00	95,00	95,00	95,00	95,00	95,00	95,00	95,00	95,00		
during the fifth year of experience	45,00	53,00	60,00	68,00	73,00	75,00	77,00	77,00	77,00	79,00	83,00	83,00	83,00	89,00	95,00	95,00	85,00	97,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00		
thereafter	50,00	59,00	67,00	76,00	82,00	84,00	86,00	86,00	86,00	88,00	92,00	92,00	92,00	99,00	106,00	106,00	93,00	99,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00	108,00		
Clerical assistant— during the first six months of experience	22,00	25,60	29,20	33,00	31,40	33,40	35,40	35,40	35,40	36,00	40,20	40,20	40,20	42,90	46,40	46,40	41,00	46,70	52,50	52,50	52,50	52,50	52,50	52,50	52,50	52,50	52,50	52,50	52,50	52,50		
during the second six months of experience	23,20	27,00	30,80	34,80	33,20	35,20	37,20	37,20	37,20	38,30	42,40	42,40	42,40	45,40	48,90	48,90	43,30	49,30	55,30	55,30	55,30	55,30	55,30	55,30	55,30	55,30	55,30	55,30	55,30	55,30		
during the third six months of experience	24,40	28,40	32,40	36,60	35,00	37,00	39,00	39,00	39,00	40,60	44,60	44,60	44,60	47,90	51,40	51,40	45,60	51,90	58,10	58,10	58,10	58,10	58,10	58,10	58,10	58,10	58,10	58,10	58,10	58,10		
thereafter	25,60	30,00	34,00	38,40	37,00	39,00	41,00	41,00	41,00	43,00	46,00	46,00	46,00	50,50	54,00	54,00	48,00	54,50	61,00	61,00	61,00	61,00	61,00	61,00	61,00	61,00	61,00	61,00	61,00	61,00		
Clerk— female— during the first year of experience	24,23	28,15	32,08	36,46	31,15	33,69	36,23	36,23	36,23	38,54	41,54	41,54	41,54	43,85	47,54	47,54	40,85	46,62	52,38	52,38	52,38	52,38	52,38	52,38	52,38	52,38	52,38	52,38	52,38	52,38		
during the second year of experience	29,54	34,62	39,92	45,69	36,92	40,85	44,77	44,77	44,77	46,62	50,08	50,08	50,08	51,92	58,15	58,15	49,30	55,38	61,15	61,15	61,15	61,15	61,15	61,15	61,15	61,15	61,15	61,15	61,15	61,15		
during the third year of experience	34,85	41,08	47,77	54,92	42,69	48,00	53,31	53,31	53,31	54,69	60,92	60,92	60,92	60,00	68,77	68,77	62,00	70,81	<													

In die landroosdistrikte Barberton, Lower Tugela, Middelburg (Kaa), Umvoti en Witvliet	In die landroosdistrikte Viljoenskroon						In die landroosdistrikte King William's Town en Queenstown en die munisipale gebied Pietersburg						In die landroosdistrikte Bloemfontein, Hoëveldrnf, Kroonstad, Oos-Londen, Pietmaritzburg en Welkom						In alle ander gebiede					
	(aa)	(ab)	(ac)	(ad)	(ae)	(af)	(aa)	(ab)	(ac)	(ad)	(ae)	(af)	(aa)	(ab)	(ac)	(ad)	(ae)	(af)	(aa)	(ab)	(ac)	(ad)	(ae)	(af)
	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	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	R	R	R	R	R	R	R	R	R	R	R	R	R
25,38 31,15 36,92 42,69	29,08 36,23 43,38 50,54	32,77 40,85 48,92 57,00	36,46 45,69 54,92 64,15	39,23 49,38 59,54 69,69	42,92 53,54 64,15 74,38	46,61 57,23 67,85 78,47	32,31 42,92 53,54 64,15	35,77 46,38 57,00 67,62	39,23 49,38 59,54 69,69	42,92 53,54 64,15 74,38	46,61 57,23 67,85 78,47	50,30 60,92 71,54 82,16	41,54 52,15 62,77 73,38	46,38 57,00 67,62 78,24	51,23 61,85 72,47 83,09	55,92 66,54 77,16 87,78	59,61 70,23 80,85 91,47	63,30 73,92 84,54 95,16	44,54 55,16 65,78 76,40	50,31 60,93 71,55 82,17	55,10 65,72 76,34 86,96	58,79 69,41 80,03 90,65	62,48 73,10 83,72 94,34	
24,23 29,54 34,85 40,15 30,60	28,15 34,62 41,08 48,00 35,70	32,08 39,92 47,77 55,85 41,00	36,46 45,69 54,92 64,15 46,00	39,23 49,38 59,54 69,69 50,00	42,92 53,54 64,15 74,38 47,50	46,61 57,23 67,85 78,47 51,50	31,15 36,92 42,69 48,46 45,00	37,15 42,92 48,69 54,92 47,00	39,23 49,38 59,54 69,69 50,00	42,92 53,54 64,15 74,38 47,00	46,61 57,23 67,85 78,47 51,50	50,30 60,92 71,54 82,16 56,00	41,54 52,15 62,77 73,38 45,00	46,38 57,00 67,62 78,24 44,00	51,23 61,85 72,47 83,09 48,00	55,92 66,54 77,16 87,78 45,00	59,61 70,23 80,85 91,47 48,00	63,30 73,92 84,54 95,16 51,00	44,54 55,16 65,78 76,40 48,00	50,31 60,93 71,55 82,17 45,00	55,10 65,72 76,34 86,96 51,00	58,79 69,41 80,03 90,65 48,00	62,48 73,10 83,72 94,34 51,00	
26,00 28,00	30,00 32,00	34,00 36,00	38,00 40,00	42,00 46,00	46,00 50,00	50,00 54,00	36,00 39,00 42,00	38,00 41,00 44,00	40,00 43,00 46,00	42,00 45,00 48,00	44,00 47,00 50,00	46,00 49,00 52,00	48,00 51,00 54,00	50,00 53,00 56,00	52,00 55,00 58,00	54,00 57,00 60,00	56,00 59,00 62,00	58,00 61,00 64,00	60,00 63,00 66,00	62,00 65,00 68,00	64,00 67,00 70,00	66,00 69,00 72,00	68,00 71,00 74,00	
38,00 40,00 42,00 44,00 46,00 27,00 20,00 27,00 43,00	45,00 47,00 49,00 51,00 53,00 31,50 23,60 50,00	51,00 53,00 55,00 57,00 59,00 34,00 26,20 56,00	57,00 60,00 63,00 66,00 69,00 40,50 31,00 65,00	62,00 66,00 70,00 74,00 78,00 44,00 33,00 75,00	66,00 70,00 74,00 78,00 82,00 46,00 35,00 79,00	70,00 74,00 78,00 82,00 86,00 48,00 37,00 80,00	64,00 67,00 70,00 73,00 76,00 40,00 29,00 71,00	67,00 70,00 73,00 76,00 79,00 42,00 31,00 74,00	70,00 73,00 76,00 79,00 82,00 44,00 33,00 77,00	73,00 76,00 79,00 82,00 85,00 46,00 35,00 80,00	76,00 79,00 82,00 85,00 88,00 48,00 37,00 80,00	79,00 82,00 85,00 88,00 91,00 50,00 39,00 83,00	81,00 84,00 87,00 90,00 93,00 52,00 41,00 85,00	84,00 87,00 90,00 93,00 96,00 54,00 43,00 87,00	87,00 90,00 93,00 96,00 99,00 56,00 45,00 89,00	90,00 93,00 96,00 99,00 102,00 58,00 47,00 91,00	93,00 96,00 99,00 102,00 105,00 60,00 49,00 93,00	96,00 99,00 102,00 105,00 108,00 62,00 51,00 95,00	99,00 102,00 105,00 108,00 111,00 64,00 53,00 97,00	102,00 105,00 108,00 111,00 114,00 66,00 55,00 99,00	105,00 108,00 111,00 114,00 117,00 68,00 57,00 101,00	108,00 111,00 114,00 117,00 120,00 70,00 59,00 103,00		
24,50 29,20 34,00 58,00 20,00	28,50 33,50 40,00 67,00 23,60	32,50 38,50 45,60 77,00 27,20	36,50 43,50 51,00 86,00 31,00	40,00 47,50 55,00 90,00 33,00	43,50 51,00 58,00 94,00 35,00	47,00 54,00 61,00 98,00 37,00	36,00 43,50 51,00 86,00 25,50	38,00 45,50 53,00 90,00 29,20	40,00 47,50 55,00 94,00 33,00	43,00 50,50 58,00 96,00 35,00	45,00 52,50 60,00 98,00 37,00	48,00 55,50 63,00 100,00 39,00	43,00 50,50 58,00 95,00 34,20	45,00 52,50 60,00 97,00 36,00	48,00 55,50 63,00 100,00 38,00	50,00 57,50 65,00 102,00 40,00	52,00 60,00 68,00 104,00 42,00	54,00 62,00 70,00 106,00 44,00	45,00 52,50 60,00 95,00 34,00	47,00 54,50 62,00 97,00 36,00	50,00 57,50 65,00 100,00 38,00	52,00 60,00 68,00 102,00 40,00	54,00 62,00 70,00 104,00 42,00	
22,00 23,70 25,50	25,60 27,80 30,00	29,30 31,60 34,00	33,00 35,70 38,40	35,40 38,20 41,00	38,20 41,00 43,80	41,00 43,80 46,60	28,50 31,20 34,00	31,90 34,70 37,50	35,40 38,20 41,00	38,20 41,00 43,80	41,00 43,80 46,60	43,80 46,60 49,40	37,50 40,30 43,10	40,30 43,10 45,90	43,10 45,90 48,70	45,90 48,70 51,50	48,70 51,50 54,30	51,50 54,30 57,10	34,20 37,00 39,80	37,00 39,80 42,60	39,80 42,60 45,40	42,60 45,40 48,20	45,40 48,20 51,00	
19,80 20,50 21,20 22,00	23,00 23,80 24,70 25,60	26,40 27,30 28,30 29,30	30,00 31,00 32,00 33,00	32,00 33,10 34,20 35,40	33,10 34,20 35,40 36,70	34,20 35,40 36,70 38,00	25,50 26,50 27,50 28,50	28,70 29,70 30,80 31,90	32,00 33,10 34,20 35,40	33,10 34,20 35,40 36,70	34,20 35,40 36,70 38,00	35,40 36,70 38,00 39,30	30,00 31,00 32,00 33,00	32,00 33,10 34,20 35,40	33,10 34,20 35,40 36,70	34,20 35,40 36,70 38,00	35,40 36,70 38,00 39,30	36,70 38,00 39,30 40,60	30,00 31,00 32,00 33,00	32,00 33,10 34,20 35,40	33,10 34,20 35,40 36,70	34,20 35,40 36,70 38,00	35,40 36,70 38,00 39,30	
18,60 19,20 19,80 18,60	21,40 22,20 23,00 21,40	24,20 25,30 26,40 24,20	27,00 28,50 30,00 27,00	29,00 30,50 32,00 29,00	30,50 32,00 33,50 30,50	32,00 33,50 35,00 32,00	24,00 24,70 25,50 24,00	26,50 27,60 28,70 26,50	29,00 30,50 32,00 29,00	30,50 32,00 33,50 30,50	32,00 33,50 35,00 32,00	33,50 35,00 36,50 33,50	32,00 33,00 34,00 32,00	33,00 34,00 35,00 33,00	34,00 35,00 36,00 34,00	35,00 36,00 37,00 35,00	36,00 37,00 38,00 36,00	37,00 38,00 39,00 37,00	32,00 33,00 34,00 32,00	33,00 34,00 35,00 33,00	34,00 35,00 36,00 34,00	35,00 36,00 37,00 35,00	36,00 37,00 38,00 36,00	
16,00 18,00	19,00 21,00	22,50 24,00	27,00 27,00	26,00 29,00	26,00 29,00	26,00 29,00	20,00 23,00	23,00 26,00	26,00 29,00	26,00 29,00	26,00 29,00	25,50 30,00	26,00 31,00	26,00 31,00	26,00 31,00	25,50 30,00	26,00 31,00	26,00 31,00	26,00 31,00	26,00 31,00	26,00 31,00	26,00 31,00	26,00 31,00	26,00 31,00
20,00	23,60	27,20	31,00	33,00	35,00	37,00	25,50	29,20	33,00	36,00	39,00	42,00	34,20	38,00	41,00	44,00	47,00	50,00	38,00	42,00	46,00	50,00	54,00	

(aa) Gedurende die eerste agt maande nadat hierdie Vastelling van krag geword het.
 (ab) Gedurende die tweede agt maande nadat hierdie Vastelling van krag geword het.
 (ac) Gedurende die derde agt maande nadat hierdie Vastelling van krag geword het.
 (ad) Daarna.

	In the Magisterial districts of Barberton, Lower Tugela, Middelburg (Cape), Umvoti and White River				In the Magisterial District of Viljoenskroon				In the Magisterial districts of King William's Town and Queenstown and the municipal area of Pietersburg				In the Magisterial Districts of Bloomfontein, East London, Highveld Ridge, Kroonstad, Pietermaritzburg and Welkom				In all other areas												
	(aa)	(ab)	(ac)	(ad)	(aa)	(ab)	(ac)	(ad)	(aa)	(ab)	(ac)	(ad)	(aa)	(ab)	(ac)	(ad)	(aa)	(ab)	(ac)	(ad)	(aa)	(ab)	(ac)	(ad)	(aa)	(ab)	(ac)	(ad)	
	Per week	Per week	Per week	R	Per week	Per week	Per week	R	Per week	Per week	Per week	R	Per week	Per week	Per week	R	Per week	Per week	Per week	R	Per week	Per week	Per week	R	Per week	Per week	Per week	R	
Despatch clerk— during the first year of experience	24,50	28,50	32,50	36,50	36,00	38,00	40,00	40,00	40,00	38,00	41,50	45,00	45,00	43,00	47,50	52,00	46,00	52,00	58,00	52,50	46,70	52,00	58,00	58,00	52,00	46,00	52,00	58,00	58,00
during the second year of experience	29,20	33,50	38,50	43,50	43,50	45,50	47,50	47,50	47,50	45,50	49,50	54,00	54,00	51,00	56,50	62,00	54,50	62,00	70,00	62,00	62,00	62,00	70,00	70,00	62,00	54,50	62,00	70,00	70,00
thereafter	34,00	40,00	45,60	51,30	51,00	53,00	55,00	55,00	55,00	53,00	58,00	63,00	63,00	59,00	65,50	72,00	63,00	72,00	82,00	72,00	72,00	72,00	82,00	82,00	73,00	63,00	72,00	82,00	82,00
Driver of a— (i) light motor vehicle	22,50	26,30	30,00	33,80	38,00	40,00	42,00	42,00	42,00	41,00	43,00	45,00	45,00	44,00	46,00	48,00	46,00	48,00	54,00	50,00	50,00	54,00	54,00	54,00	50,00	46,00	50,00	54,00	54,00
(ii) medium motor vehicle	29,00	34,00	38,00	43,00	45,00	47,00	49,00	49,00	49,00	48,00	51,00	54,00	54,00	52,00	57,00	62,00	55,00	62,00	69,00	62,00	62,00	62,00	69,00	69,00	63,00	55,00	62,00	69,00	69,00
(iii) heavy motor vehicle	34,00	40,00	45,50	51,00	53,00	55,00	57,00	57,00	57,00	56,00	59,50	63,00	63,00	60,00	66,00	72,00	64,00	72,00	82,00	72,00	72,00	72,00	82,00	82,00	73,00	63,00	72,00	82,00	82,00
(iv) extra-heavy motor vehicle	38,00	45,00	51,00	58,00	60,00	62,00	64,00	64,00	64,00	58,00	64,50	71,00	71,00	67,00	74,50	82,00	73,00	82,00	92,00	83,00	83,00	82,00	92,00	92,00	83,00	73,00	83,00	92,00	92,00
Driver of an internal motor vehicle	22,50	26,30	30,00	33,80	38,00	40,00	42,00	42,00	42,00	41,00	43,00	45,00	45,00	44,00	46,00	48,00	46,00	48,00	54,00	50,00	50,00	54,00	54,00	54,00	50,00	46,00	50,00	54,00	54,00
Factory clerk— during the first six months of experience	22,00	25,60	29,20	33,00	31,40	33,40	35,40	35,40	35,40	36,00	38,00	40,20	40,20	39,50	42,90	46,40	41,00	46,40	52,50	46,70	46,70	46,40	52,50	52,50	41,00	46,70	52,50	52,50	52,50
during the second six months of experience	23,20	27,00	30,80	34,60	33,20	35,20	37,20	37,20	37,20	38,30	40,30	42,40	42,40	42,00	45,40	48,90	43,30	48,90	55,30	49,30	49,30	48,90	55,30	55,30	43,30	49,30	55,30	55,30	55,30
during the third six months of experience	24,40	28,40	32,40	36,40	35,00	37,00	39,00	39,00	39,00	40,60	42,60	44,60	44,60	44,50	47,90	51,40	45,60	51,40	58,10	51,90	51,90	51,40	58,10	58,10	45,60	51,90	58,10	58,10	58,10
thereafter	25,60	30,00	34,00	38,40	37,00	39,00	41,00	41,00	41,00	43,00	45,00	47,00	47,00	47,00	50,50	54,00	48,00	54,00	61,00	54,50	54,50	54,00	61,00	61,00	48,00	54,50	61,00	61,00	61,00
Foreman	58,00	67,00	77,00	86,00	90,00	92,00	94,00	94,00	94,00	94,00	100,00	106,00	106,00	100,00	111,00	122,00	105,00	122,00	138,00	121,00	121,00	122,00	138,00	138,00	105,00	121,00	138,00	138,00	138,00
Grade I employee— during the first year of experience	22,00	25,60	29,30	33,00	28,50	31,90	35,40	35,40	35,40	33,20	36,70	40,20	40,20	37,50	41,90	46,40	41,00	46,40	52,50	46,70	46,70	46,40	52,50	52,50	41,00	46,70	52,50	52,50	52,50
during the second year of experience	23,70	27,80	31,60	35,70	31,20	34,70	38,20	38,20	38,20	36,10	39,80	43,30	43,30	40,60	45,30	50,20	44,30	50,20	56,70	56,70	56,70	56,70	56,70	56,70	44,30	50,20	56,70	56,70	56,70
thereafter	25,50	30,00	34,00	38,40	34,00	37,50	41,00	41,00	41,00	39,00	42,50	46,00	46,00	43,70	48,80	54,00	47,60	54,00	61,00	54,30	54,30	54,00	61,00	61,00	47,60	54,30	61,00	61,00	61,00
Grade II employee— during the first six months of experience	19,80	23,00	26,40	30,00	25,50	28,70	32,00	32,00	32,00	29,80	33,00	36,40	36,40	34,00	38,30	42,00	35,00	42,00	47,00	42,50	42,50	42,00	47,00	47,00	35,00	42,50	47,00	47,00	47,00
during the second six months of experience	20,50	23,80	27,30	31,00	26,50	29,70	33,10	33,10	33,10	30,90	34,20	37,60	37,60	35,10	39,30	43,40	37,50	43,40	48,80	43,90	43,90	43,40	48,80	48,80	37,50	43,90	48,80	48,80	48,80
during the third six months of experience	21,20	24,70	28,30	32,00	27,50	30,80	34,20	34,20	34,20	32,00	35,40	40,20	40,20	36,30	40,60	44,80	39,70	44,80	50,60	45,30	45,30	44,80	50,60	50,60	39,70	45,30	50,60	50,60	50,60
thereafter	22,00	25,60	29,30	33,00	28,50	31,90	35,40	35,40	35,40	33,20	36,70	40,20	40,20	37,50	41,90	46,40	41,00	46,40	52,50	46,70	46,70	46,40	52,50	52,50	41,00	46,70	52,50	52,50	52,50
Grade III employee— during the first six months of experience	18,60	21,40	24,20	27,00	24,00	26,50	29,00	29,00	29,00	28,00	30,50	33,00	33,00	32,00	35,00	39,00	35,00	39,00	43,00	39,00	39,00	38,00	43,00	43,00	35,00	39,00	43,00	43,00	43,00
during the second six months of experience	19,20	22,20	25,30	28,50	24,70	27,60	30,50	30,50	30,50	28,90	31,70	34,70	34,70	33,00	36,50	40,00	36,20	40,00	45,00	40,70	40,70	40,00	45,00	45,00	36,20	40,70	45,00	45,00	45,00
thereafter	19,80	23,00	26,40	30,00	25,50	28,70	32,00	32,00	32,00	29,80	33,00	36,40	36,40	34,00	38,30	42,00	37,50	42,00	47,00	42,50	42,50	42,00	47,00	47,00	37,50	42,50	47,00	47,00	47,00
Grade IV employee	18,60	21,40	24,20	27,00	24,00	26,50	29,00	29,00	29,00	28,00	30,50	33,00	33,00	32,00	35,00	39,00	35,00	39,00	43,00	39,00	39,00	38,00	43,00	43,00	35,00	39,00	43,00	43,00	43,00
Grade V employee— female	16,00	19,00	22,50	27,00	20,00	23,00	26,00	26,00	26,00	22,00	25,50	29,00	29,00	26,00	30,00	34,00	28,00	34,00	38,00	33,00	33,00	32,00	38,00	38,00	28,00	33,00	38,00	38,00	38,00
male	18,00	21,00	24,00	27,00	23,00	26,00	29,00	29,00	29,00	27,00	30,00	33,00	33,00	31,00	34,50	38,00	34,00	38,00	43,00	38,50	38,50	38,00	43,00	43,00	34,00	38,50	43,00	43,00	43,00
Handyman	27,00	31,50	36,00	40,50	37,00	41,00	45,00	44,00	44,00	42,00	46,00	50,00	50,00	44,50	52,00	60,00	51,00	57,00	64,50	58,00	58,00	57,00	64,50	64,50	51,00	58,00	64,50	64,50	64,50
Machine handyman	30,60	35,70	41,00	46,00	45,00	50,00	55,00	50,00	50,00	47,00	51,50	56,00	56,00	52,00	58,50	65,00	60,00	65,00	73,00	64,00	64,00	63,00	73,00	73,00	55,00	64,00	73,00	73,00	73,00
Plant operator— during the first year of experience	23,40	27,30	31,30	35,30	33,00	35,50	38,00	38,00	38,00	35,00	39,00	43,00	43,00	40,00	44,50	49,00	43,50	49,00	56,00	49,70	49,70	49,00	56,00	56,00	43,50	49,70	56,00	56,00	56,00
during the second year of experience	26,10	30,40	34,80	39,30	38,00	40,50	43,00	43,00	43,00	40,00	44,00	48,00	48,00	45,30	50,10	55,00	49,00	55,00	62,30	55,60	55,60	55,00	62,30	62,30	49,00	55,60	62,30	62,30	62,30
during the																													

- (b) *Onderbaas*.—Vir elke week diens, die weekloon voorskryf vir die hoogste klas werknemer oor wie hy toesig hou, plus 10 persent: Met dien verstande dat as lone op 'n stygende skaal vir sodanige klas werknemer voorgeskryf word die uitdrukking „weekloon” die weekloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word.
- (c) *Los werknemer*.—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een-vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat—
- waar die werkgever van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking „weekloon” beteken die weekloon wat vir 'n werknemer van daardie klas voorgeskryf word en wat geregtig is op die hoogste loon op grond van ondervinding;
 - 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 verminderd kan word ten opsigte van daardie dag;
- (2) *Kontrakgrondslag*.—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus, en behoudens die bepaling van klousule 4 (6) moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word, afgesien daarvan of hy in so 'n week, die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.
- (3) *Differensiële loon*.—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor—
- 'n hoër loon as dié van sy eie klas, of
 - 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas,
- by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer betaal—
- in die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër tarief; en
 - in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op dié kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het:
- Met dien verstande dat—
- hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ondervinding berus;
 - tensy daar in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling só 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, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat vir so 'n werknemer in enige week voorgeskryf is.
- (b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—
- vyf, in die geval van 'n werknemer normaalweg vyf dae per week werk;
 - 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 sodanige werknemer, benewens sy loon, 'n toelae betaal van nie minder nie as 10 persent van sy uurlikse loon vir elke uur of gedeelte van 'n uur wat sodanige werknemer gedurende sy gewone werkure nagskof werk.
- (b) Paragraaf (a) in nie van toepassing nie op 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkurebepalings uitgesluit is.
- (6) *Vervoertoelae en -uitgawes*.—Benewens die betaling van enige ander besoldiging verskuldig aan—
- 'n handelsreisiger wat van sy werkgever se motorvoertuig gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgever hom vergoed vir alle redelike uitgawes wat hy in die uitvoering van sy pligte in verband met sodanige vervoer aangegaan het, en by die toepassing van hierdie subklousule word die koste verbonde aan die stalling van 'n motorvoertuig oornag, geag 'n vervoeruitgawe te wees;
 - 'n handelsreisiger van wie vereis word om 'n motorvoertuig 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 betaal van minstens—
- (b) *Chargehand*.—For every week of employment, the weekly wage prescribed for the highest class of employee which he supervises plus 10 per cent: Provided that if the wage of such class is prescribed on a rising scale the expression “weekly wage” shall mean the weekly wage prescribed for a qualified employee of that class.
- (c) *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—
- 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;
 - 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—
- wage higher than that of his own class; or
 - a rising scale of wages terminating in a wage higher than that of his own class
- is prescribed in subclause (1), shall pay to such employee in respect of that day—
- in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate; and
 - in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:
- Provided that—
- this subclause shall not apply where the difference between classes in terms of subclause (1) is based on experience;
 - 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—
- five, in the case of an employee who normally works a five-day week;
 - 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 (9) (a).
- (6) *Transport allowance and expenses*.—In addition to paying any other remuneration due to—
- 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;
 - 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) 15 sent, waar die enjinkapasiteit van die voertuig waarmee die werknemer aldus gereis het, hoogstens 1 300 cm³ is;
- (ii) 19 sent, waar die enjinkapasiteit van sodanige voertuig meer as 1 300 cm³ maar hoogstens 2 500 cm³ is;
- (iii) 22 sent, waar 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 in elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangegaan het;
 - (ii) moet sy werkgever hom 'n onderhoudstoelae van minstens R16,00 vir elke nag betaal as so 'n 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 in elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangegaan het;
 - (ii) moet sy werkgever hom 'n onderhoudstoelae van minstens R7,00 vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;

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

- (8) (a) 'n Werkgever moet alle 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 elke sodanige eis binne een maand vanaf die tydperk waarop hy daarop geregtig geword het, moet indien maar dat hy nie meer as een eis in 'n week mag indien nie.
- (b) 'n Werknemer kan van sy handelsreisiger vereis om elke eis so op te stel dat dit weergee—
 - (i) in die geval van 'n eis ingevolge subklousule (6) (a), die soort vervoer en die vervoerkoste of die aard van alle ander uitgawes waarvoor hy vergoeding eis;
 - (ii) in die geval van 'n eis ingevolge subklousule (6) (b), die afstand wat hy elke dag afgelê het, die plekke wat besoek is en, uitgesonderd in munisipale gebiede, die roete wat gevolg is;
 - (iii) in die geval van 'n eis ingevolge subklousule (7), die tyd waarop elke tydperk van afwesigheid begin en geëindig het; en ten einde aan so 'n vereiste te kan voldoen, moet sy werkgever, voordat sodanige reis deur sodanige handelsreisiger onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word: Met die verstande dat indien 'n werknemer nie kan lees of skryf nie, sy werkgever moet toesien dat hy gehelp word om sy eis op te stel.

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers*—Behoudens klousules 3 (8) en 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer (of in die geval van 'n skofwerker of 'n deurlopendeproseswerker, op 'n tydperk waarvoor sodanige werknemer en sy werkgever ooreengekom het en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar nie later nie as 24 uur na die gewone betaaldag) of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëlde kovert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

- (a) die werkgever se naam;
- (b) die werknemer se naam of sy nommer op die betaalstaat en sy klas;
- (c) die getal gewone werkure wat die werknemer gewerk het;
- (d) die getal ure wat die werknemer oortyd gewerk het;
- (e) die getal ure wat die werknemer op 'n Sondag, 'n openbare feesdag in klousule 8 (1) bedoel, of gedurende sy vry periode gewerk het;
- (f) die werknemer se loon;
- (g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (h) besonderhede van enige bedrag wat afgetrek is;

- (i) 15 cents if the engine capacity of the vehicle, in which the employee so travelled, does not exceed 1 300 cm³;
- (ii) 19 cents if the engine capacity of such vehicle exceeds 1 300 cm³ but not 2 500 cm³;
- (iii) 22 cents 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 R16,00 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 R7,00 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 employee is unable to read and write, his employer shall cause him to be assisted in the framing of his claim.

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 or a continuous process worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded, or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or his number on the pay-roll and his class;
- (c) the number of ordinary hours of work by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the number of hours worked by the employee on a Sunday, a public holiday referred to in clause 8 (1), or during his free period;
- (f) the employee's wage;
- (g) the details of any other remuneration arising out of the employee's employment;
- (h) the details of any deductions made;

(i) die werklide bedrag wat aan die werknemer betaal word; en
(j) die tydperk waarvoor die betaling geskied;
en sodanige koevert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat—

(i) op die skriftelike versoek van die werknemer, die bedrag aan hom verskuldig gestort kan word in sy bouvereniging- of bankrekening deur die werkgever wat die betrokke kwitansie tesame met voornoemde staat, aan hom moet oorhandig;
(ii) voornoemde inligting betreffende tyd gewerk nie verstrek hoef te word aan 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkurebepalings uitgesluit is nie.

(2) *Los werknemer*.—'n Werknemer moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens, maar minstens een keer per week, in kontant aan hom betaal.

(3) *Premies*.—Geen bedrag mag registreerks of onregistreerks 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 van enige winkel, plek of persoon deur hom aangewys, te koop nie.

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

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, sieke-, mediese-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledegeld van vakverenigings of vir ledegeld van 'n werknemer se ontspannings- of sosiale klub, indien sodanige klub op die werkgever se perseel geleë is;

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

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

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

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

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

- (i) sodanige aftrekking hoogstens een derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;
- (ii) geen aftrekking ten opsigte van korttyd wat deur 'n slapte in die bedryf of 'n tekort aan grondstowwe of verpakkingsmateriaal ontstaan, geskied nie tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorname om die gewone werkure te verminder;
- (iii) geen aftrekking ten opsigte van korttyd weens enige ander oorsaak geskied nie vir die eerste uur waarin daar nie gewerk word nie, 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 'n 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 woonplek te bekom;
- (ii) enige ander organisasie of liggaam ten opsigte van 'n woning of huisvesting in 'n tehuus wat sodanige werknemer bewoon, indien sodanige woning of tehuus verskaf word deur bemiddeling van sodanige organisasie of liggaam in geheel of gedeeltelik van fondse wat vir daardie doel voorgeskiet is deur die Staat, 'n bouvereniging of 'n plaaslike owerheid.

(i) the actual amount paid to the employee; and
(j) the period in respect of which payment is made;
and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee: Provided that—

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

(ii) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a).

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

(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 provided by him or 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 any holiday, sick, medical, insurance, savings, provident or pension fund, or subscriptions to a trade union or subscriptions to an employee's recreational or social club if such club is on the employer's premises;

(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 Blacks (Urban Areas) Consolidation Act, 1945, or agrees to accept food or accommodation or food and accommodation from his employer, a deduction not exceeding the amounts 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 (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided that—

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

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

(iii) no deductions shall be made in the case of short-time owing to any other cause, 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 or body 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 organisation or body 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—
- (a) van 'n *los werknemer* vereis of hom toelaat om meer gewone werkure op 'n dag te werk nie as—
- (i) nege en 'n kwart uur in 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting waarin daar vyf dae per week gewerk word;
- (ii) agt en 'n half in 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting waarin daar ses dae per week gewerk word;
- (b) van 'n *sekuriteitswag of 'n wag* vereis of hom toelaat om meer gewone werkure te werk nie as—
- (i) indien hy vyf dae per week werk—
- (aa) 72 in 'n week van Maandag tot en met Saterdag; en
- (ab) behoudens subparagraaf (aa) hiervan, 14½ op vier dae en 14 of een dag;
- (ii) indien hy ses dae per week werk—
- (aa) 72 in 'n week van Maandag tot en met Saterdag; en
- (ab) behoudens subparagraaf (aa) hiervan, 12 op 'n dag;
- (c) van 'n *deurlopendeproseswerker* vereis of hom toelaat om meer te werk nie as—
- (i) (aa) 48 ure in enige week: Met dien verstande dat 'n deurlopendeproseswerker vir elke gewone werkuur wat hy bo en behalwe 46 in 'n week werk, betaal moet word teen 'n skaal van minstens een en 'n derde maal sy gewone loon, maar hierdie voorbehoudsbepaling is nie van toepassing op 'n deurlopendeproseswerker wat gewoonlik 'n werkweek van vyf dae het nie;
- (ab) agt gewone ure in enige skof;
- (ii) ses skofte in enige week: Met dien verstande—
- (aa) dat alle skofte wat gewerk word, normaalweg deur minstens agt ure onderbreek word;
- (ab) dat 'n werkgewer van sy deurlopendeproseswerker kan vereis of hom toelaat om hoogstens sewe skofte in enige week gedurende enige tydperk van drie agtereenvolgende weke te werk; en
- (ac) dat die gewone werkure van 'n deurlopendeproseswerker hoogstens 144 in enige sodanige tydperk van drie agtereenvolgende weke mag wees;
- (d) van enige *ander werknemer* vereis of hom toelaat om meer gewone werkure te werk nie as—
- (i) in die geval van 'n werknemer wat vyf dae per week werk—
- (aa) 46 in 'n week van Maandag tot en met Saterdag; en
- (ab) behoudens subparagraaf (aa) hiervan, nege en 'n kwart op 'n dag;
- (ii) in die geval van 'n werknemer wat ses dae per week werk—
- (aa) 46 in 'n week van Maandag tot en met Vrydag; en
- (ab) behoudens subparagraaf (aa) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigeen van die ander dae tot agt en 'n half verleng kan word.
- (2) *Vry periodes*.—(a) 'n Werkgewer moet elke week aan elkeen van sy deurlopendeproseswerkers een vry periode van minstens 24 agtereenvolgende ure toestaan, maar indien 'n werkgewer van sodanige werker vereis of hom toelaat om gedurende sy vry periode te werk, maak die ure wat gewerk is, nie deel uit van die gewone werkure by subklousule (1) (c) voorgeskryf nie.
- (b) elke werkgewer wat deurlopendeproseswerkers in diens het, moet voor die aanvang van elke skofsiklus, op 'n opvallende plek op sy perseel wat hy self bepaal, 'n kennisgewing of rooster vertoon waarin die skofte wat elke sodanige werker gedurende die daaropvolgende skofsiklus sal moet werk en die vry periodes van elke sodanige werker gemeld word. Die werkgewer moet sodanige kennisgewing of rooster vir 'n tydperk van minstens drie jaar na die datum daarvan bewaar. Indien geen sodanige kennisgewing of rooster vertoon word nie, word daar geag dat die vry periode van elke sodanige werker om middernag op Saterdag begin.
- (3) *Vroulike werknemers*.—Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgewer nie van 'n vroulike werknemer vereis of haar toelaat om—
- (a) tussen 18h00 en 06h00 te werk nie;
- (b) op meer as vyf dae in 'n week na 13h00 te werk nie;
- (4) *Etenspouse*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—
- (i) 'n werkgewer met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Mannekrag, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;
- (ii) werktydperke wat onderbreek word deur pouses van minder as

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) a *continuous process worker* to work more than—
- (i) (aa) 48 hours in any week: Provided that any hours of work worked by a continuous process worker in any week in excess of 46 hours shall be paid for at a rate of not less than one and one third times his ordinary wage, but this proviso shall not apply to a continuous process worker who normally works a five day week;
- (ab) eight ordinary hours on any shift;
- (ii) six shifts in any week: Provided that—
- (aa) all shifts worked shall normally be interrupted by not less than eight hours;
- (ab) an employer may require or permit his continuous process worker to work not more than seven shifts in any one week during any period of three consecutive weeks; and
- (ac) the ordinary hours of work of a continuous process worker shall not exceed 144 hours in any such period of three consecutive weeks;
- (d) 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 of the other days may be extended to eight and a half.
- (2) *Free periods*.—(a) An employer shall grant to each of his continuous process workers one free period of not less than 24 consecutive hours in every week, but, if an employer requires or permits such an employee to work during his free period, the hours of work shall not form part of the ordinary hours of work prescribed in subclause (1) (c).
- (b) Every employer who employs continuous process workers shall, prior to the commencement of each shift cycle, display in a conspicuous place upon his premises to be determined by him, a notice or time-table indicating the shifts which each such worker will be required to work during the ensuing shift cycle and the free periods of each such worker. The employer shall retain such notice or time-table for a period of not less than three years subsequent to the date thereof. If no such notice or time-table is displayed, the free period of each such worker shall be deemed to commence at midnight on Saturday.
- (3) *Female employees*.—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work—
- (a) between 18h00 and 06h00; or
- (b) after 13h00 on more than five days a week.
- (4) *Meal intervals*.—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—
- (i) an employer may agree with his employee to reduce the period of such interval to not less than half an hour, and in that event, and after the employer has informed the Divisional Inspector, Department of Manpower, for his area, in writing of such agreement, the interval may be so reduced;
- (ii) periods of work interrupted by intervals of less than one hour,

- een uur, uitgesonderd waar voorbehoudsbepaling (i) of (vi) van toepassing is, geag word aaneenlopend te wees;
- (iii) as sodanige pouse langer as een uur is behalwe in gevalle waar voorbehoudsbepaling (iv) van toepassing is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktid te wees;
 - (iv) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik persele skoonmaak, as sodanige pouse langer as drie ure is, enige tyd wat drie ure te bowe gaan, geag word deel uit te maak van die gewone werkure;
 - (v) alleenlik een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag nie deel van die gewone werkure mag uitmaak nie;
 - (vi) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op 'n dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word;
 - (vii) 'n drywer van 'n motorvoertuig wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;
 - (viii) sodanige pouse nie aan 'n deurlopendeproseswerker toegestaan hoef te word gedurende sy werkure op enige skof nie indien aan hom gedurende sodanige ure die geleentheid verskaf word om 'n ete te nuttig terwyl hy op sy pos bly, tensy dit verbied word ooreenkomstig 'n kennisgewing wat ingevolge artikel 27 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gepubliseer is.

(5) *Ruspouses*.—'n Werkgewer moet, so na as doenlik aan die middel van elke werktidperk in die voor- en namiddag, aan elkeen van sy werknemers, uitgesonderd 'n deurlopendeproseswerker of skofwerker 'n ruspouse van minstens 10 minute of 'n ruspouse van minstens 20 minute so na as doenlik aan die middel van elke oggendwerktidperk, toestaan waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en daar word geag dat so 'n pouse deel van die gewone werkure van so 'n werknemer uitmaak: Met dien verstande dat 'n werkgewer wat die gewone werkure van die werktidperk in die namiddag met minstens 10 minute verkort, nie aan sy werknemer gedurende sodanige tydperk 'n ruspouse hoef toe te staan nie.

(6) *Werkure moet agtereenvolgend wees*.—Behoudens subklousules (4) en (5), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

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

- (i) in die geval van 'n los werknemer, twee uur op 'n dag;
 - (ii) in die geval van 'n sekuriteitswag en 'n wag, 12 uur in 'n week;
 - (iii) in die geval van enige ander klas werknemer, 10 uur in 'n week;
- Met dien verstande dat in die geval van 'n vroulike werknemer, 'n werkgewer nie van haar mag vereis of haar mag toelaat om—
- (aa) meer as twee uur op 'n dag oortyd te werk nie, behalwe dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk, maar dan só dat die oortydwerk hoogstens 10 uur in enige week is;
 - (ab) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;
 - (ac) op meer as 60 dae in 'n jaar oortyd te werk nie;
 - (ad) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd te werk nie, tensy hy haar voor die middag kennis daarvan gegee het; of haar van 'n toereikende ete voorsien het wat minstens 90 sent kos en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of haar minstens 90 sent betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

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

- (a) in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op enige dag gewerk;
 - (b) in die geval van 'n ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in enige week gewerk.
- (9) *Voorbehoudsbepalings*.—(a) Dié klousule is nie van toepassing nie op—
- (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 gereeld 'n loon ontvang van minstens—

(aa) *R850 per maand in die volgende gebiede*:

- (i) Die landdrostrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Delmas, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Oos-Londen, Paarl, Pietermaritzburg, Randfontein, Roodepoort, Simonstad, Springs,

except when proviso (i) of (vi) applies, shall be deemed to be continuous;

- (iii) if such interval be longer than one hour, except when proviso (iv) applies, any period in excess of one and a quarter hours shall be deemed to be time worked;
- (iv) in the case of an employee who is wholly or mainly engaged in cleaning premises, if such interval be longer than three hours, any period in excess of three hours shall be deemed to form part of the ordinary hours of work;
- (v) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;
- (vi) when on any day by reason of overtime worked an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;
- (vii) a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this subclause not to have worked during such interval;
- (viii) such interval need not be granted to a continuous process worker during his working hours on any shift if he is given the opportunity during such hours of having a meal while at his post, unless this is prohibited by virtue of any notice published in terms of section 27 of the Factories, Machinery and Building Work Act, 1941.

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

(6) *Hours of work to be consecutive*.—Save as provided in subclauses (4) and (5), all hours of work of an employee on any day shall be consecutive.

(7) *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;

Provided that in the case of a female employee an employer shall not require or permit her to work—

- (aa) for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday, but so that ten hours are not exceeded in any week;
- (ab) on more than three consecutive days in any week;
- (ac) on more than 60 days in any year;
- (ad) after completion of her ordinary hours of work for more than one hour on any day unless he has before midday given notice thereof to her; or provided her with a meal costing not less than 90 cents and allowed her sufficient time to have it before she has to commence overtime; or paid her not less than 90 cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

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

(9) *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 following areas*:

- (i) The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Delmas, Durban, East London, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Paarl, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstown,

Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg;

(ii) Die munisipale gebiede Bloemfontein en Welkom;

(ab) R775 per maand in die volgende gebiede:

(i) die landdrosdistrikte Hoëveldrif, Kroonstad en Lower Tugela;

(ii) die munisipale gebiede King William's Town, Pietersburg en Queenstown;

(ac) R700 per maand in die res van die gebiede in klousule 1

(1) genoem en wat nie by (aa) en (ab) hierbo ingesluit is nie.

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

(c) Subklousule (4) en (5) is nie van toepassing op 'n sekuriteitswag of 'n wag nie.

(d) Subklousule (5) is nie van toepassing nie op 'n drywer, 'n werknemer graad V wat op 'n afleweringvoertuig help, 'n eerstehulpman, 'n mediese ordonnans, 'n kok of 'n kelner.

6. JAARLIKSE VERLOF

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

(a) In die geval van 'n handelsreisiger, 'n handelsreisiger se assistent, 'n sekuriteitswag of 'n wag wat in die reël op nie meer as—

(i) vyf dae in 'n week werk nie, 20 agtereenvolgende werkdag;

(ii) ses dae in 'n week werk nie, 24 agtereenvolgende werkdag;

(b) in die geval van enige ander werknemer wat in die reël op nie meer as—

(i) vyf dae in 'n week werk nie, 15 agtereenvolgende werkdag

(ii) ses dae in 'n week werk nie, 18 agtereenvolgende werkdag;

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

(i) in die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag van minstens 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, by die toepassing van hierdie klousule:

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

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

(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 subklousule (3), so verleen moet word dat begin dit binne vier maande 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 tydperk van verlof nie mag saamval nie met—

(i) siekteverlof wat ingevolge klousule 7 verleen is of met afwesigheid van die werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) en wat altesaam hoogstens 10 weke in enige tydperk van 12 maande beloop;

(ii) enige tydperk van kennisgewing van diensbeëindiging deur die werknemer kragtens klousule 12;

(iii) enige tydperk waartydens die werknemer militêre opleiding ondergaan of 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 verlof tydperk betrekking het, van sodanige verloftydperk kan aftrek.

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

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

Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg;

(ii) The municipal areas of Bloemfontein and Welkom;

(ab) R775 per month in the following areas:

(i) The Magisterial Districts of Highveld Ridge, Kroonstad and Lower Tugela;

(ii) The municipal areas of King William's Town, Pietersburg and Queenstown;

(ac) R700 per month in the remaining areas mentioned in clause 1 (1) and not included in (aa) and (ab) above.

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

(c) Subclauses (4) and (5) shall not apply to a security guard or a watchman.

(d) Subclause (5) shall not apply to a driver, a grade V employee assisting on a delivery vehicle, a first-aid dresser, a medical orderly, a cook or a waiter.

6. ANNUAL LEAVE

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

(a) In the case of a commercial traveller, commercial traveller's assistant, security guard or watchman who normally works on not more than—

(i) five days in a week, 20 consecutive work-days' leave;

(ii) six days in a week, 24 consecutive work-days' leave;

(b) in the case of any other employee who normally works on not more than—

(i) five days in a week, 15 consecutive work-days' leave;

(ii) six days in a week, 18 consecutive work-days' leave;

and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), an amount of not less than 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 not, if he has had less than 12 months of such employment, by dividing the total remuneration so payable to him during his period of such employment by the number of completed weeks in such period—

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

(2) The leave prescribed in subclause (1) shall be granted 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 as 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) dat die werkgever die datum van ontvangs sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.
- (b) Subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.
- (4) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.
- (5) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van daardie termyn opgeloopt het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooiende maand van sodanige dienstermyn 'n bedrag betaal word van minstens—
- (a) in die geval van 'n werknemer in subklousule (1) (a) bedoel, een derde van die weekloon; en
- (b) in die geval van 'n werknemer in subklousule (1) (b) bedoel, een kwart van die weekloon,
- wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever ten opsigte van 'n tydperk van geleentheidsverlof wat hy op die skriftelike versoek van 'n werknemer aan 'n werknemer verleen het, 'n eweredige bedrag kan aftrek; voorts met dien verstande dat, behoudens klousule 12 (4), 'n werknemer—
- (i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgever betaal het in plaas daarvan om aldus kennis te gee; of
- (ii) wat sy diens sonder 'n regsgeldige rede verlaat; of
- (iii) wat sonder kennisgewing deur sy werkgever ontslaan word om 'n rede wat vir sodanige ontslag kennisgewing regsgeldig is;
- op geen betaling uit hoofde van hierdie subklousule geregtig is nie.
- (6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof verleen is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom verleen was.
- (7) By die toepassing van hierdie klousule word die uitdrukking „diens” geag te omvat—
- (a) enige tydperk ten opsigte waarvan 'n werkgever 'n werknemer ingevolge klousule 12 betaal in plaas van kennis te gee;
- (b) enige tydperk wat 'n werknemer afwesig is—
- (i) met verlof ingevolge hierdie klousule;
- (ii) met siekteverlof ingevolge klousule 7 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 'n totaal, in enige tydperk van 12 maande, van hoogstens 10 weke; en
- (c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige opleidings- of dienstydsperk as diens te eis nie.
- en word diens geag te begin—
- (i) in die geval van 'n werknemer wat, voordat hierdie Vasstelling bindend geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op sodanige verlof geregtig geword het;
- (ii) in die geval van 'n werknemer wat, voordat hierdie Vasstelling bindend geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgever in diens getree het of op die datum waarop hierdie Vasstelling bindend geword het, en wel op die jongste van die twee datums.
- (8) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgever vir die doel van jaarlikse verlof, te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting of 'n deel van sy bedryfsinrigting sluit vir 21 agtereenvolgende dae plus 'n addisionele dag vir elke dag in klousule 8 (1) bedoel wat in sodanige tydperk waarin die bedryfsinrigting gesluit is, val: Met dien verstande dat sodanige dag val op 'n dag wat in die reël 'n werkdag is.
- (b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting of deel van 'n bedryfsinrigting waarin hy werksaam is, nie geregtig is nie op die volle tydperk van die jaarlikse verlof by subklousule (1) voorgeskryf moet, ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgever betaal word op die grond-

- (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) 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 his employer; amounting in the aggregate in any period of 12 months to not more than 10 weeks; and
- (c) any period during which an employee is absent 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

slag in subklousule (5) vermeld, en vir die doel van jaarlikse verlof daarná word sy diens geag te begin op die datum waarop die bedryfsinrigting of deel van die bedryfsinrigting, na gelang van die geval, aldus sluit.

7. SIEKTEVERLOF

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

- (a) in die geval van 'n werknemer wat normaalweg vyf dae per week werk, altesaam minstens 20 werkdae, en
- (b) in die geval van enige ander werknemer, altesaam minstens 24 werkdae,

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

- (i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;
- (ii) wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgewer weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat ten tyde van sodanige ongeskiktheid opgeleë het, hy geregtig is op betaling vir slegs dié siekteverlof wat aldus opgeleë het, maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde tydkring diens of by diensbeëindiging voor sodanige verstryking hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat ten tyde van sodanige verstryking of beëindiging opgeleë het, nog nie geneem is nie;
- (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 van 'n werknemer wat stuk- of kommissiewerk verrig, vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule, bereken word op die grondslag van minstens die besoldiging wat aan sodanige werknemer betaal is op die laaste betaaldag onmiddellik voor sodanige afwesigheid;
- (v) vir die doel van hierdie klousule 'n deurlopendeproseswerker wie se werke gedurende 'n skofsiklus van vier weke hoogstens 40 uur per week gedurende drie weke in daardie siklus en hoogstens 48 uur gedurende een week is, geag word 'n werknemer te wees wat vyf dae per week werk.

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

- (a) vir langer as drie agtereenvolgende werkdae;
 - (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag 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 geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) By die toepassing van hierdie klousule—

- (a) word die uitdrukking „diens” geag te omvat—
 - (i) enige tydperk wat 'n werknemer afwesig is—
 - (aa) met verlof ingevolge klousule 6;
 - (ab) op las of versoek van sy werkgewer;
 - (ac) met siekteverlof ingevolge subklousule (1);
 en wat in enige tydperk van 12 maande altesaam hoogstens 10 weke beloop, en
 - (ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige opleidings- of dienstydkerke as diens te eis nie, en word enige tydperk van diens by dieselfde werkgewer onmiddellik voordat hierdie Vastelling bindend geword het, by die toepassing van hierdie klousule geag diens ingevolge hierdie

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 his employee, other than a casual employee, who is absent from work through incapacity—

- (a) in the case of an employee who normally works a five-day week, not less than 20 work-days, and
 - (b) in the case of any other employee, not less than 24 work-days,
- sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

- (i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;
- (ii) 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) 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;
- (v) for the purposes of this clause a continuous process worker whose hours of work during a shift cycle of four weeks, do not exceed 40 hours per week during three weeks in that cycle and 48 hours during one week, shall be deemed to be an employee who works a five-day week.

(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, the 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,

Vasstelling te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Vasstelling verleen te wees;

- (b) beteken „ongeskiktheid” onvermoë om te werk weens siekte of 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, as ongeskiktheid beskou word slegs gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetalings ingevolge daardie Wet betaalbaar is nie.
- (4) *Voorbehoudsbepalings.*—Hierdie klousule is nie van toepassing nie—
- (a) op 'n werknemer, op wie se skriftelike versoek 'n werkgever bydraes betaal wat minstens gelyk is aan dié wat die werknemer self betaal, tot 'n fonds of organisasie wat deur die werknemer aangewys is en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdade, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat, gedurende die eerste 24 maande wat die werknemer bydraes betaal, die gewaarborgde koers verlaag kan word maar nie tot minder nie as die aanwaskoers vermeld in die eerste voorbehoudsbepaling van hierdie subklousule;
- (b) indien daar ten opsigte van 'n tydperk van ongeskiktheid wat deur hierdie klousule gedek word, van 'n werkgever ingevolge 'n ander wet vereis word om aan 'n werknemer sy volle loon te betaal.

8. OPENBARE FEESDAE, SONDAE EN VRY PERIODES

- (1) *Vergoeding vir werk op 'n openbare feesdag.*—
- (a) Behoudens klousule 4 (6) moet 'n werkgever aan 'n werknemer wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag of Kersdag werk nie, of wanneer Nuwejaarsdag op 'n Sondag val en die werknemer nie op die Maandag onmiddellik na sodanige Sondag werk nie minstens sy weekloon betaal vir die week waarin sodanige dag val.
- (b) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag of Kersdag werk of wanneer Nuwejaarsdag op 'n Sondag val en die werknemer op die Maandag onmiddellik na sodanige Sondag werk, moet sy werkgever hom, behoudens 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 werknemer vereis word of hy toegelaat word om minder as vier uur op sodanige dag te werk, hy geag word vier uur te gewerk het.
- (2) *Vergoeding vir werk op 'n Sondag.*—
- (a) Wanneer 'n werknemer, uitgesonderd 'n deurlopendeproseswerker, op 'n Sondag werk, moet sy werkgever of—
- (i) die werknemer—
- (aa) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;
- (ab) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen minstens dubbel sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon betaal, en wel die bedrag wat die grootste is; of
- (ii) die werknemer teen minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne sewe dae vanaf sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat, waar daar van sodanige werknemer vereis of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, daar geag moet word dat hy vier uur gewerk het.
- (b) Wanneer 'n deurlopendeproseswerker op 'n Sondag werk, moet sy werkgever hom, behoudens subklousule (3), minstens een en 'n halwe maal sy gewone loon betaal ten opsigte van die totale tydperk wat hy op sodanige Sondag werk: Met dien verstande dat werk op 'n Sondag nie betaling vir oortyd moet meebring wat die besoldiging in hierdie subklousule voorgeskryf, te bowe gaan nie.
- (3) *Vergoeding vir werk gedurende 'n vry periode.*—Wanneer 'n deurlopendeproseswerker gedurende sy vry periode werk, moet sy werkgever hom minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk wat hy gedurende sodanige vry periode werk: Met dien verstande dat hy minstens dubbel sy dagloon betaal moet word.
- (4) Wanneer 'n deurlopendeproseswerker of 'n skofwerker 'n skof werk wat gedeeltelik op 'n openbare feesdag, in subklousule (1) (b) 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 gedeelte van sodanige skof val.

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

- (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) 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.*—
- (a) Whenever an employee, other than a continuous process worker, works on a Sunday, his employer shall either—
- (i) pay the employee—
- (aa) if he so works for a period not exceeding four hours, not less than his daily wage;
- (ab) 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
- (ii) pay the employee 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.
- (b) Whenever a continuous process worker works on a Sunday his employer shall, subject to subclause (3) pay him at a rate of not less than one and a half times his ordinary wage in respect of the total period worked by him on such Sunday: Provided that work on a Sunday shall not attract payment for overtime over and above the rate of remuneration prescribed in this subclause.
- (3) *Compensation for work on a free period.*—Whenever a continuous process worker works during his free period, his employer shall pay him at a rate of not less than double his ordinary wage in respect of the total period worked by him during such free period: Provided that he shall be paid not less than double his daily wage.
- (4) Whenever a continuous process worker or a shift-worker works a shift which falls partly on any public holiday referred to in subclause (1) (b) 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.

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

- (a) op 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkbepalings uitgesluit is;
- (b) op 'n los werknemer.

9. STUKWERK EN KOMMISSIEWERK

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

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

(2) 'n Werkgewer moet 'n lys van die besoldiging in subklousule (1) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou of hy kan in plaas daarvan aan elke werknemer wat stukwerk verrig, 'n brief gee deur homself of namens hom onderteken, waarin genoemde tariewe uiteengesit word.

(3) 'n Werkgewer 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 werkgewer en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom en in so 'n geval mag die werkgewer nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie.

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

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

- (a) Die week- of maandloon aan sodanige handelsreisiger betaalbaar, asook die kommissietarief of -tariewe en die voorwaardes waarop hy die reg daarop verkry;
- (b) die dag van die week of maand waarop die verdiende kommissie verskuldig en betaalbaar is;
- (c) die gebied waarin daar van sodanige handelsreisiger vereis word of hy toegelaat word om te werk;
- (d) die tipe, beskrywing, getal, hoeveelheid of waarde van die bestellings (individueel, weekliks, maandeliks of hoe ook al) wat die werkgewer van tyd tot tyd bereid is om te aanvaar; en
- (e) die betaaldag van kommissie ten opsigte van bestellings wat die werkgewer voor die beëindiging van die dienskontrak aanvaar het: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is.

(6) Behoudens klousule 4 (6), moet 'n werkgewer sy handelsreisiger wat kommissiewerk onderneem, minstens die bedrag van die kommissie betaal volgens die tarief of tariewe waarvoor hulle ooreengekom het.

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

(8) 'n Werkgewer mag nie van sy handelsreisiger vereis of hom toelaat om werk vir hom te onderneem op die grondslag van kommissie alleen nie. Kommissie betaalbaar aan 'n handelsreisiger volgens 'n ooreenkoms wat deur hulle aangegaan is kragtens subklousule (5), is benewens en bykomend by die loon voorgeskryf in klousule 3 (1) of die loon waaroor ooreengekom is kragtens subklousule (5), 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 sê of oor 'n wysiging daarvan te onderhandel, moet van sodanige voorneme skriftelik kennis gee en die termyn van sodanige kennisgewing mag nie korter wees nie as en ook nie saamval nie met dié wat by klousule 12 vir die beëindiging van die dienskontrak van sodanige handelsreisiger vereis word.

10. GETALVERHOUDING

(1) 'n Werkgewer mag nie 'n ongekwalfiseerde nasiener, chemitegnikus, werknemer graad I, werknemer graad II, installasiewerk of proses-

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

- (a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a);
- (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 or his assistant, introduce any piece-work system and, save as provided in clause 4 (6), such employer shall pay his employee, who is employed on such piece-work system, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than—

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

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in subclause (1) or he may in lieu thereof supply every employee engaged on piece-work with a letter signed by himself, or on his behalf, setting out the said rates.

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

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

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

(6) 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. RATIO

(1) An employer shall not employ an unqualified checker, chemical technician, grade I employee, grade II employee, plant operator or pro-

werker in sy diens neem nie, tensy hy onderskeidelik 'n gekwalifiseerde nasiener, chemitegnikus, werknemer graad I, werknemer graad II, installasiewerker of proseswerker in sy diens het, en vir elke gekwalifiseerde nasiener, chemitegnikus, werknemer graad I, werknemer graad II, installasiewerker of proseswerker in sy diens mag hy onderskeidelik hoogstens twee ongekwalifiseerde nasieners, chemitegnikusse, werknemers graad I, werknemers graad II, installasiewerkers of proseswerkers in sy diens hê.

(2) 'n Werkgewer of 'n bestuurder wat hoofsaaklik of uitsluitlik in sy bedryfsinrigting die pligte van 'n voorman nakom, kan as 'n voorman gereken word.

(3) 'n Werkgewer of 'n bestuurder kan as 'n chemikus gereken word.

(4) Vir die toepassing van hierdie klousule—

(a) kan 'n werkgewer of 'n bestuurder wat hoofsaaklik of uitsluitlik die werk verrig van enige klas werknemer in subklousule (1) bedoel, as 'n gekwalifiseerde werknemer van daardie klas gereken word;

(b) kan 'n ongekwalifiseerde werknemer wat minstens die loon ontvang wat in klousule 3 (1) voorgeskryf word vir 'n gekwalifiseerde werknemer van sy klas in die gebied waarin hy werk as 'n gekwalifiseerde werknemer in daardie klas gereken word.

(5) Hierdie klousule is op iedere bedryfsinrigting afsonderlik van toepassing.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle pette, uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou, en alle sodanige pette, uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige pet, uniform, oorpak of beskermende klere te was of te was en te stryk, en in so 'n geval moet die werkgewer so 'n werknemer 'n toelae van minstens 60 sent per week betaal.

12. BEÏNDIGING VAN DIENSKONTRAK

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

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

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

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

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

Met dien verstande dat—

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

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

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

nie hierdeur geraak word nie:

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

(2) Indien daar 'n ooreenkoms ingevolge voorbehoudsbepaling (ab) 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, kan op enige werkdag geskied: Met dien verstande dat—

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

(aa) met verlof ingevolge klousule 6;

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

(ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 of afwesigheid weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b) kennis gegee mag word nie

cess worker unless he has in his employ a qualified checker, chemical technician, grade I employee, grade II employee, plant operator or process worker, respectively, and for each qualified checker, chemical technician, grade I employee, grade II employee, plant operator or process worker in his employ he shall not employ more than two unqualified checkers, chemical technicians, grade I employees, grade II employees, plant operators or process workers, respectively.

(2) An employer or a manager who is wholly or mainly engaged in his establishment in performing the duties of a foreman may be deemed to be a foreman.

(3) An employer or a manager may be deemed to be a chemist.

(4) For the purposes of this clause—

(a) an employer or a manager who is wholly or mainly engaged in his establishment in performing the work of any class of employee mentioned in subclause (1) may be deemed to be a qualified employee of that class;

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

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer 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

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 short-time, the expression “is receiving at the time of such termination” shall, when an employer pays an employee in lieu of notice, be deemed to mean “would have received at the time of such termination if no deduction had been made in respect of short-time”.

(2) Where there is an agreement in terms of proviso (ab) of 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),

wat ten opsigte van die afwesighede in paragrawe (i) (aa) en (ii) genoem, altesaam hoogstens 10 weke in 'n tydperk van 12 maande be-loop.

(4) Ondanks andersluidende bepalings in hierdie Vasstelling kan 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om die vereiste kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van van hierdie Vasstelling skuld, hom '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 aldus toegeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (5) geag word dat die werknemer die werkgewer betaal het in plaas van kennis te gee het.

13. DIENSSERTIFIKAAT

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

DIENSSERTIFIKAAT

Ek/ons (a)
wat sake doen in die Nywerheid vir die Vervaardiging van Seep, Kerse, Suiweringsmiddels, Eetbare Olies of Vette te

verklaar hierby dat
in my/ons (a) diens was van die dag
van 19 tot die dag
van 19 as (b)
By diensbeëindiging was sy/haar (a) loon R
per week/maand (a)

(Handtekening van werkgewer
of gemagtigde verteenwoordiger)
Datum 19

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

14. LOGBOEK

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

DAAGLIKSE LOG

Naam van werkgewer
Naam van drywer
Datum Tyd waarop werk begin het
Tyd waarop werk opgehou het
Getal ure gewerk
Etenspouse van tot
Besonderhede omtrent enige ongeluk of vertraging

Naam(name) van werknemer(s) wat drywer vergesel

(Handtekening van drywer)
Datum 19

(2) Elke drywer moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse log in duplo 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 INDIENSNEMING

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

amounting in the aggregate, in respect of absence 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 Industry for the Manufacture of Soap, Candles, Detergents, Edible Oils or Fats 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 19

- (a) Delete whichever is inapplicable.
(b) State class in which employee was wholly or mainly engaged, e.g. clerk, grade V employee.

14. LOG-BOOK

(1) An employer shall provide the 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 19

(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. BYWONINGSREGISTER

(1) Elke werkgewer moet, behoudens subparagraaf (5), in sy bedryfsinrigting 'n bywoningsregister verskaf in die volgende vorm, 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:

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 the necessary entries in respect of items 2 (a) to (f) inclusive, and sign such entries:

BYWONINGSREGISTER

(Naam van werknemer)

(Klas van werknemer)

Datum en dag van week		Besonderhede wat deur werknemer ingeskryf moet word								Totale getal ure gewerk		Opmerkings (as dit nodig is)			
Jaar	Maand	Hand-tekening	Tyd waarop werk 'n aanvang neem	Dienspouses				Tyd waarop werk gestaak word	Oortyd gewerk		Elke dag	Elke week	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		Vanaf	Tot					
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
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26															
27															
28															
29															
30															
31															

Opmerking—Onder die opskrifte „Van diens af” en „Op diens” in die kolom „Dienspouses”, skryf die tyd in waarop 'n pouse begin en dié 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)				(Occupation of employee)										
Date and day of week		Entries to be made by employee										Remarks (if any)		
Year	Month	Signature	Time of commencing work	Intervals off work				Time of finishing work	Overtime worked		Total number of hours		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														
3														
4														
5														
6														
7														
8														
9														
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31														

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 subklousule (1) bedoel, die volgende aantekeninge:

- Die dag van die week;
 - die tydstop waarop hy begin werk het;
 - die aanvangstyd en ophoutyd van elke etens- of ander pouse, wat nie as gewone werkkure gereken kan word nie;
 - die tydstop waarop hy vir die dag ophou werk het;
 - die aanvangstyd en ophoutyd van oortyd wat hy op dié dag gewerk het;
 - die totale getal ure wat hy op dié dag gewerk het; en
 - sy handtekening.
- (3) Waar 'n werkgewer 'n halfoutomatiese tydregistreerder verskaf het, moet hy aan elke werknemer 'n kaart verskaf waarop aangedui word die naam van die werknemer 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 van toepassing nie op 'n werknemer in klousule 5 (9) (a) bedoel en 'n drywer.

(KENNISGEWING.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvaststelling in die bostaande Bylae Vastelling 351, gepubliseer by Goewermentskennisgewing R.517 van 5 April 1973, soos gewysig by Goewermentskennisgewing R.11 van 6 Januarie 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 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 (9) (a) and a driver.

(NOTE.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supercedes Wage Determination 351, published under Government Notice R.517 of 5 April 1973, as amended by Government Notice R.11 of 6 January 1978.)

R.894]

[14 Mei 1982

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941****NYWERHEID VIR DIE VERVAARDIGING VAN
SEEP, KERSE, SUIWERINGSMIDDELS,
EETBARE OLIES OF VETTE, SEKERE GEBIEDE**

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 Nywerheid vir die Vervaardiging van Seep, Kerse, Suiweringsmiddels, Eetbare Olies of Vette, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R.893 van 14 Mei 1982, oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA
Minister van Mannekrag

R.894]

[14 May 1982

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941****INDUSTRY FOR THE MANUFACTURE OF SOAP,
CANDLES, DETERGENTS, EDIBLE OILS OR
FATS, CERTAIN AREAS**

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 Industry for the Manufacture of Soap, Candles, Detergents, Edible Oils or Fats, Certain Areas, published under Government Notice R.893 of 14 May 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

INHOUD**Departement van Mannekrag****GOEWERMENTSKENNISGEWINGS**

No.		BLADSY
R.893	Loonwet, 1957: Loonvasstelling 423: Nywerheid vir die Vervaardiging van Seep, Kerse, Suiweringsmiddels, Eetbare Olies of Vette, Sekere Gebiede	1
R.894	Wet op Fabrieke, Masjinerie en Bouwerk, 1941: Nywerheid vir die Vervaardiging van Seep, Kerse, Suiweringsmiddels, Eetbare Olies of Vette, Sekere Gebiede	28

CONTENTS**Department of Manpower****GOVERNMENT NOTICES**

No.		PAGE
R.893	Wage Act, 1957: Wage Determination 423: Industry for the Manufacture of Soap, Candles, Detergents, Edible Oils or Fats, Certain Areas	1
R.894	Factories, Machinery and Building Work Act, 1941: Industry for the Manufacture of Soap, Candles, Detergents, Edible Oils or Fats, Certain Areas	28