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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 1265

2 Julie 1982

LOONWET, 1957

LOONVASSTELLING 425.—TOU- EN MATWERK- NYWERHEID, 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 Tou- en Matwerknywerheid, 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 alle werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Tou- en Matwerknywerheid soos in subklousule (2) omskryf, in die landdrosdistrikte Durban, Lower Tugela en Port Elizabeth.

(2) "Tou- en Matwerknywerheid" beteken die nywerheid waarin werkgewers en werknemers in bedryfsinrigtings met mekaar geassosieer is vir die vervaardiging van tou, lyn, koord, mat of matwerk wat hoofsaaklik bestaan uit manilla, sisal, hennep, klapperhaar, jute, katoen, nylon of enige samestelling van sodanige stowwe of uit stowwe wat in plaas van enige van die voornoemde stowwe gebruik kan word sonder om die aard van die eindproduk wesenlik te verander en omvat alle werksaamhede wat met enigeen van voornoemde bedrywighede in verband staan of daaruit voortspruit, maar sluit nie die vervaardiging van draadtu of draadmatte, of tou, lyn of koord bedoel vir gebruik as vislyn of vir die vervaardiging of heelmaak van visnette, of wat in die vervaardiging van bande gebruik word, in nie.

2. WOORDOMSKRYWING

Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet, en by die toepassing van hierdie vasstelling word 'n werknemer geag in die klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is; voorts, tensy dit strydig met die sinsverband is, beteken—

(1) "ambagsman" 'n werknemer wat 'n kontrak van vakleerlingskap voltooi of geag word te voltooi het in 'n ambag wat aangewys is of geag word aangewys te wees kragtens die Wet op Mannekragopleiding, 1981, of wat die houër is van 'n sertifikaat wat ambagsmanstatus aan hom verleen en uitgereik is of geag word uitgereik te gewees het deur die Registrateur van Mannekragopleiding ingevolge bedoelde wet, en enige ander werknemer wat werk doen wat in die reël deur 'n ambagsman verrig word behalwe waar uitdruklik andersins bepaal word; (2)

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 1265

2 July 1982

WAGE ACT, 1957

WAGE DETERMINATION 425.—CORDAGE AND MATTING INDUSTRY, 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 Cordage and Matting Industry, 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 all their employees, other than managers, in the Cordage and Matting Industry, as defined in subclause (2), in the Magisterial Districts of Durban, Lower Tugela and Port Elizabeth.

(2) "Cordage and Matting Industry" means the industry in which employers and employees are associated in establishments for the manufacture of rope, twine, cord, mats or matting consisting wholly or mainly of manilla, sisal, hemp, coir, jute, cotton, nylon or any combination of such materials or of materials capable of being substituted for any of the aforementioned materials without substantially altering the characteristics of the finished products, and includes all operations incidental to or consequent on any of the aforesaid activities, but does not include the manufacture of wire ropes or wire mats or rope, twine or cord intended for use as fishing line or for the making or repairing of fishing nets or in the manufacture of tyres.

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 purpose 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) "apprentice" means an employee employed in terms of a contract of apprenticeship registered or deemed to be registered in terms of the Manpower Training Act, 1981, and includes an employee employed in a trade designated or deemed to have been designated under that Act for not more than four months pending the registration of a contract of apprenticeship; (43)

(2) "ambagsmanshulp" 'n werknemer, uitgesonderd 'n vakleerling of 'n kwekeling, wat onder die leiding en toesig van 'n ambagsman laasgenoemde bystaan in die uitvoering van take wat nie die bedrewenheid van of opleiding as 'n ambagsman vereis nie; (3)

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

(a) Op afleweringsvoertuie help maar nie dryf of herstelwerk doen nie;
(b) 'n ambagsman of 'n ambagsmanshulp behulpsaam wees deur artikels of gereedskap vas te hou of andersins met hom saam te werk, maar nie die gereedskap van 'n ambagsman selfstandig gebruik nie;

(c) artikels dra, verskuif, oplug of opstapel;

(d) 'n goederehyser of 'n handhystoestel bedien;

(e) 'n handvoertuig stoot of trek;

(f) laai of aflaai;

(g) met die hand pluus;

(h) persele, deure, vensters, toerusting, gereedskap, implemente, installasies, masjinerie, meubels, voertuie, houters of ander artikels skoonmaak of was;

(i) rantsoene gaarmaak of tee of soortgelyke drankte vir werknemers maak of aan hulle bedien of tee of ander verversings vir die werkgewer of sy gaste maak of aan hulle bedien;

(j) sakke, dose, bale, kratte of pakke oop- of toemaak;

(k) tou of lyn teer, uitgesonderd pomppakwerk;

(l) tuinwerk;

(m) uniforms, oorpakke of ander beskermende kleredrag was of stryk;

(n) vesel stukkend sny of aangee;

(o) vure maak of in stand hou of afval of as verwyder; (24)

(4) "assistent-voorman" 'n werknemer wat onder die toesig van 'n bestuurder of 'n voorman enige van die werksaamhede of pligte van 'n voorman verrig en wat gedurende sy afwesigheid namens hom kan waarneem; (4)

(5) "bediener van 'n mobiele hystoestel" 'n werknemer wat 'n mobiele kragaaangedrewe hystoestel of vorkhefswa bedien, wat by die laai, aflaai, versit of opstapel van goedere in 'n bedryfsinrigting gebruik word; (39)

(6) "bedryfsinrigting" 'n perseel of gedeelte daarvan waarop of in verband waarmee een of meer werknemers in hierdie nywerheid in diens is; (15)

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

(a) toesig oor;

(b) verantwoordelikheid vir; en

(c) leiding van;

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk; (34)

(8) "bruto kombinasie-massa", met betrekking tot 'n motorvoertuig, die maksimum massa van enige kombinasie van motorvoertuie, leunwaens of sleepwaens waarvan sodanige motorvoertuig 'n deel kan uitmaak en die vrag, soos deur die vervaardiger gespesifiseer of, in die afwesigheid van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (25)

(9) "bruto voertuig-massa", met betrekking tot 'n motorvoertuig, die maksimum massa van sodanige voertuig en sy vrag soos deur die vervaardiger gespesifiseer of, in die afwesigheid van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (26)

(10) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat dit in die geval van 'n skofwerker beteken 'n tydperk van 24 uur gereken vanaf die tyd wat so 'n werknemer begin werk; (9)

(11) "drywer" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking "'n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf; (12)

(12) "ekstra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuig-massa of bruto kombinasie-massa meer as 16 000 kg is; (17)

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

(a) Afskrifte van lotkaarte, werkkaarte, produksiekaarte of ander fabrieksdokumente met die hand maak;

(b) besonderhede van goedere ontvang of uitgereik, kontroleer of aantekene, of voorraadregisters byhou;

(c) besonderhede van die inhoud of die onderskeidingsnommers van kartondose, houters of pakke aantekene of neerskryf;

(d) besonderhede van jaarlikse of siekteverlof aantekene;

(e) bestellings volgens fakture of bestelvorms vir versending byeenbring;

(f) bywoningsregisters kontroleer of besonderhede aantekene van werknemers teenwoordig of afwesig of van die tyd wat deur werknemers aan verskillende take bestee word;

(2) "artisan" means an employee who has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who holds a certificate issued or deemed to have been issued to him by the Registrar of Manpower. Training conferring artisan status on him in terms of that act, and any other employee engaged in work normally performed by an artisan, except where specifically otherwise provided; (1)

(3) "artisan's aide" means an employee, other than an apprentice or a trainee, who, under the direction and 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)

(4) "assistant foreman" means an employee who, under the supervision of a manager or foreman, performs any of the activities or duties of a foreman and who may act for him during his absence; (4)

(5) "boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler; (17)

(6) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (24)

(7) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work, and includes a storeman, despatch clerk and telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form part of such employee's work; (18)

(8) "Cordage and Matting Industry"—see clause 1 (2); (42)

(9) "day" means the period of 24 hours from midnight to midnight: Provided that, in the case of a shift worker, it shall mean a period of 24 hours reckoned from the time such an employee commences work; (10)

(10) "designer" means an employee who designs patterns for mats or matting; (33)

(11) "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; (44)

(12) "driver" means an employee 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; (7)

(13) "dyer" means an employee who is engaged in blending dye-stuffs and who decides which dyes or combination of dye-stuffs or other chemicals are to be used to obtain the shade or colour required; (19)

(14) "emergency work" means—

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

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

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

(i) ships;

(ii) trucks or vehicles of the South African Transport Services; (31)

(15) "establishment" means any premises or portion thereof in or in connection with which one or more employees are employed in this industry; (6)

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

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

(b) any other class of employee, the total period or periods of employment which an employee has had in his class in this industry; (32)

(17) "extra heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 16 000 kg; (12)

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

(a) Copying batch cards, job cards, production cards or other factory documents by hand;

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

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

(d) recording particulars of annual or sick leave;

(e) assembling orders for despatch according to invoices or order forms;

(f) checking attendance records or recording particulars of employees present or absent or of the time spent by employees on different tasks;

(g) fakture, vragbriewe of afleveringsbriewe, rekvisities of tyd- of loonkaarte in numeriese of alfabetiese volgorde liasseer, hou of sorteer;

(h) gereedskap, onderdele of ingenieursvoorraad of uitrusting teenoor rekvisities uitreik, of gereedskap of sodanige voorraad of uitrusting ontvang en rekvisities wat gehou is, terugbesorg;

(i) die indiensneming, ontslag of bedanking van werknemers aanteken, waarby die inskrywe daarvan in die werknemers se persoonsleër of -dokumente ingesluit is; dienssertifikate opstel of passe uitreik;

(j) in en uit tale van Swart werknemers tolk of vertaal;

(k) kaartjies of etikette stempel of uitskryf;

(l) 'n kantoorafrol-, dupliseer-, frankeer-, adresseer-, fotostaat- of kopiëeringsmasjiën bedien;

(m) lysie opstel van produksiesyfers;

(n) tel, nagaan, massameet, afmeet of aanteken; (18)

(14) "faktotum" 'n werknemer wat kleinere herstelwerk of verstellers doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks gebruik word by die vervaardiging van die produkte van 'n bedryfsinrigting, en wat ook kleinere herstelwerk of opknappings aan geboue kan doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (28)

(15) "gekwalifiseerd", met betrekking tot 'n werknemer, dat die onderverdeling van 'n werknemer in sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; omgekeerd beteken "ongekwalifiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (42)

(16) "groepleier" 'n werknemer wat aan die hoof van 'n groep arbeiders staan; (27)

(17) "ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel mag maak, stook of uithaal; (5)

(18) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n magasynman, versendingsklerk en 'n telefoonskakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (7)

(19) "kleurder" 'n werknemer wat kleurstowwe meng en wat besluit watter kleurstowwe of samestelling van kleurstowwe of ander chemikalieë gebruik moet word om die verlangde skakering of kleur te verkry; (13)

(20) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n slappe in die nywerheid, 'n tekort aan grondstowwe of 'n onklaar-raking van masjinerie of installasie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (45)

(21) "kwekeling" 'n werknemer, uitgesonderd 'n vakleerling, aan wie opleiding verskaf word ingevolge die Wet op Mannekragopleiding, 1981, in 'n ambag wat aangewys is of geag word aangewys te wees kragtens daardie wet; (49)

(22) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa hoogstens 3 500 kg is; (31)

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

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

(ii) dat die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; (50)

(24) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (6)

(25) "magasynman" 'n werknemer wat beheer het oor die voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n magasyn of pakhuis aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending te lewer; (46)

(26) "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 geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (33)

(27) "medium motorvoertuig" 'n motorvoertuig waaraan die bruto voertuigmassa of die bruto kombinasie-massa meer as 3 500 kg is maar minder as 9 000 kg; (35)

(28) "militêre diens" enige opleiding of diens ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957); (36)

(29) "motorvoertuig" enige selfgedrewe voertuig met 'n enjinkapasiteit wat groter as 50 cm³ is, wat gebruik word vir die vervoer van goedere, en omvat dit ook 'n voorhaker, 'n motorfiets of 'n motordriewiel en 'n trek-ker, maar nie 'n mobiele hystoel nie; (37)

(g) filing, keeping or sorting invoices, consignment or delivery notes, requisitions or time or wage cards in numerical or alphabetical order;

(h) issuing tools, components or engineering stock or equipment against requisitions or receiving tools or such stock or equipment and returning requisitions held;

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

(j) interpreting or translating languages spoken by Black employees;

(k) stamping or writing tickets or labels;

(l) operating an office roneo, duplicating, franking, addressograph, photostat or copying machine;

(m) scheduling production figures;

(n) counting, checking, mass measuring, measuring or recording; (13)

(19) "foreman" means an employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (45)

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

(a) Frame mat making (letters and fancy);

(b) grooving mats (letters and fancy);

(c) mat printing;

(d) mat trimming;

(e) operating a house machine with a capacity to manufacture rope with a circumference of 76 mm or more;

(f) power loom matting weaving;

(g) testing yarn; (47)

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

(a) Mending belts;

(b) operating a rope walk clutch;

(c) operating a spinning frame;

(d) operating a house machine with the capacity to manufacture rope with a circumference of less than 76 mm;

(e) operating or feeding a No. 1 goods machine;

(f) operating a rope walk traveller;

(g) mass measuring yarn and recording particulars thereof; (48)

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

(a) Balling or reeling;

(b) ball shaping;

(c) beaming;

(d) cord laying;

(e) cord or line hanking;

(f) drum polishing or sizing or polishing in the walk;

(g) frame mat making (plain);

(h) hackle setting;

(i) loom mat making;

(j) maintaining the supply of yarn at power looms;

(k) mat edging;

(l) operating the back of a spinning frame and doffing;

(m) operating a finishing carding machine;

(n) oiling and greasing machines when not in motion, including a motor vehicle;

(o) operating or feeding a goods machine, other than a No. 1 goods machine;

(p) operating a pump packing machine;

(q) plaiting or braiding;

(r) shuttle repairing;

(s) twisting or doubling;

(t) mass measuring for despatch, transport or delivery or packing articles in bags, bales, boxes, crates or other containers;

(u) delivering or collecting letters, messages, documents or goods on foot or by bicycle or with any other non power driven vehicle or with a two or three wheeled motor cycle, motor scooter or autocycle, the engine capacity of which is less than 50 cm³; (49)

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

(a) Making fend-offs or coir sun-blinds;

(b) finishing or labelling twine;

(30) "nagskof" enige werktydperk waarvan die grootste deel tussen 20h00 en 06h00 val; (38)

(31) "noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal, of 'n onklaarmaking van installasie of masjinerie 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) spoorwaens of voertuie van die Suid-Afrikaanse Vervoerdienste;

(iii) voertuie wat deur 'n vervoerkontraakteur gebruik word in die nakoming van sy kontak as sodanig met die Suid-Afrikaanse Vervoerdienste; (14)

(32) "ondervinding", met betrekking tot—

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

(b) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in hierdie nywerheid werksaam was; (16)

(33) "ontwerper" 'n werknemer wat patrone vir matte of matwerk ontwerp; (10)

(34) "oortyd" daardie 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 dit nie 'n tydperk waarin 'n werknemer wie se gewone werkure by klousule 5 (1) voorgeskryf word, op 'n Sondag vir sy werkgegewer werk nie; (40)

(35) "plaaslike owerheid" enige stadsraad, afdelingsraad, dorpsraad, dorpsbestuur of enige soortgelyke instelling of liggaam wat in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961), beoog word; (32)

(36) "sekuriteitswag" 'n werknemer wat in staat moet wees om een van of albei die ampelike tale van die Republiek te kan lees, skryf en praat en wat by een of meer van die volgende aktiwiteite betrokke is:

(a) Mense deursoek;

(b) toesig en beheer uitoefen oor 'n wag of wagte;

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

en van wie daar vereis kan word om enige van of al die aktiwiteite wat vir 'n wag voorgeskryf is, te verrig; (43)

(37) "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; (44)

(38) "sleepwa" 'n voertuig wat nie selfgedrewe is nie en wat ontwerp of aangepas is om deur 'n motorvoertuig getrek te word en omvat dit 'n leunwa; (48)

(39) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (41)

(40) "swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 9 000 kg, maar minder as 16 000 kg is; (29)

(41) "toesighouer" 'n werknemer, uitgesonderd 'n groepleier, wat oor 'n groep werknemers graad I, II, III of IV toesig het en ook oor arbeiders toesig mag hou; (47)

(42) "Tou- en Matwerknwyerheid"—kyk klousule 1 (2); (8)

(43) "vakleerling" 'n werknemer wat in diens is ingevolge 'n kontrak van vakleerlingskap wat geregistreer is of geag word geregistreer te wees ingevolge die Wet op Mannekragopleiding, 1981, en omvat dit 'n werknemer wat in 'n ambag wat aangewys is of geag word aangewys te wees kragtens daardie wet in diens is vir hoogstens vier maande in afwagting van die registrasie van 'n kontrak van vakleerlingskap; (1)

(44) "versendingsklerk" 'n werknemer wat belas is met die versending of verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, massameet, verpakking, merk, adresseer of versending van goedere of pakkette; (11)

(45) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (19)

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

(a) 'n Perseel, gebou, struktuur, vaste of roerende eiendom bewaak, beskerm of patrolleer;

(b) honde hanteer in die uitvoering van einge van of al die werksaamhede in (a) hierbo gespesifiseer; (51)

(c) operating or feeding a breaker (carding) machine;

(d) whipping;

(e) feeding or taking off from a drying machine;

(f) loading or unloading a dyevat;

(g) mass measuring to a pre-set mass meter;

(h) removing material from an automatic machine;

(i) binding, cutting or stitching by hand;

(j) singeing, stencilling, steaming or squaring mats;

(k) rolling matting;

(l) making up samples;

(m) eyeletting matting;

(n) following up on a rope walk;

(o) cross wound spooling;

(p) marking or stencilling packages;

(q) operating a teasing machine;

(r) softening;

(s) warping or winding, including hank to cheese winding;

(t) cutting or clipping;

(u) hank twisting;

(v) maintaining the supply of yarn at a house machine, lifting and moving strand bobbins;

(w) cutting rope or twine into lengths;

(x) operating or feeding a tow drawing machine;

(y) operating or feeding a drawing frame machine;

(z) hank to bobbin winding;

(aa) stitching packing materials by machine;

(ab) preparing fibre for dyeing;

(ac) fibre blending; (50)

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

(a) Assisting on delivery vehicles but not driving or doing repair work;

(b) assisting an artisan or artisan's aide by holding articles or tools or otherwise working with him, but not using the tools of an artisan independently;

(c) carrying, shifting, lifting or stacking articles;

(d) operating a goods hoist or manually operated hoist;

(e) pushing or pulling a manually propelled vehicle;

(f) loading or unloading;

(g) teasing by hand;

(h) cleaning or washing premises, doors, windows, equipment, tools, implements, plant, machinery, furniture, vehicles, containers or other articles;

(i) cooking rations or making or serving tea or similar beverages for or to employees or making or serving tea or other refreshments for or to the employer or his guests;

(j) opening or closing bags, boxes, bales, crates or packages;

(k) tarring rope or twine, other than pump packing;

(l) gardening;

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

(n) cutting up or handing fibre;

(o) making or maintaining fires or removing refuse or ash; (3)

(25) "gross combination mass", in relation to a motor vehicle, means the maximum mass of any combination of motor vehicles, semi-trailers or trailers of which such motor vehicle can form part, and the load, as specified by the manufacturer, or, in the absence of such specification, as determined by the registering authority; (8)

(26) "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; (9)

(27) "group leader" means an employee who is in charge of a group of labourers; (16)

(28) "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, and who can effect minor repairs or renovations to buildings, but who does not do work normally performed by an artisan; (14)

(29) "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; (40)

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

- (a) Garing toets;
- (b) matafwerking;
- (c) matdrukwerk;
- (d) matte uitgroef (letters en sierwerk);
- (e) matwerk met 'n kragweefmasjien;
- (f) raamatwerk (letters en sierwerk);
- (g) 'n toumasjien bedien wat die vermoë het om tou met 'n omtrek van 76 mm of meer te vervaardig; (20)

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

- (a) Dryfrieme herstel;
- (b) garing massameet en besonderhede daarvan aanteken;
- (c) 'n No. 1-kammasjien bedien of voer;
- (d) 'n spinraam bedien;
- (e) 'n toumasjien bedien wat die vermoë het om tou met 'n omtrek van minder as 76 mm te vervaardig;
- (f) 'n touspankoppelaar bedien;
- (g) 'n touspanspinogje bedien; (21)

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

- (a) 'n Afwerkingskaartmasjien bedien;
- (b) agterkant van spinraam bedien en afneemwerk;
- (c) bolle fatsoeneer;
- (d) bolle of stringe draai;
- (e) briewe, boodskappe, dokumente of goedere te voet of per fiets of met 'n ander nie-kragaaangedrewe voertuig of met behulp van 'n twee- of driewielmotorfiets, bromponie of kragfiets waarvan die enjin kapasiteit minder as 50 cm³ is, aflewer of afhaal;

- (f) draai- of verdubbelingswerk;
- (g) kamme stel;
- (h) 'n kammasjien, uitgesonderd 'n No. 1-kammasjien, bedien of voer;
- (i) koordlêwerk;
- (j) koord of lyn in stringe draai;
- (k) masjiene, 'n motorvoertuig ingesluit, olie en smeer wanneer dit nie in beweging is nie;

- (l) matrandwerk;
- (m) matwerk met weefmasjien;
- (n) opvolwerk;
- (o) 'n pomppakmasjien bedien;
- (p) raamatwerk (effe);
- (q) skietspoel herstel;
- (r) sorg vir toevoer van garing by kragweefmasjien;
- (s) trommelpoleerwerk of inpap en in touspan poleer;
- (t) vir versending, vervoer of aflewering, massameet of artikels in sakke, bale, dose, kratte of ander houers verpak;
- (u) vleg- of omboorwerk; (22)

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

- (a) Beskittings of sonblindings van klapperhaar maak;
- (b) bindgaring afwerk of van etikette voorsien;
- (c) breker (kaardmasjien) bedien of voer;
- (d) ekstra skering;
- (e) goedere in 'n droogmasjien voer of daarvan verwyder;
- (f) kleurpot laai of ontlai;
- (g) massameet op 'n voorafgestelde massameter;
- (h) materiaal van 'n outomatiese masjien afneem;
- (i) met die hand bind, sny of stik;
- (j) matte skroei, sjabloneer, stoom of vierkantig maak;
- (k) matwerk opvol;
- (l) monsters opmaak;
- (m) ogies in matte aanbring;
- (n) op 'n touspan opvol;
- (o) kruiswindoptolwerk;
- (p) pakke merk of sjabloneer;
- (q) 'n pluismasjien bedien;
- (r) sagmaakwerk;
- (s) skeringbereiding of optolling, met inbegrip van optolling van string na kaastol;
- (t) sny- of knipwerk;
- (u) stringdraaiwerk;

(30) "law" includes the common law; (51)

(31) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (22)

(32) "local authority" means any city council, divisional council, town council, town 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); (35)

(33) "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; (26)

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

- (a) supervision over;
- (b) responsibility for; and
- (c) direction of;

the activities of an establishment and the employees engaged therein; (7)

(35) "medium motor vehicle" means a motor vehicle the gross vehicle mass a gross combination mass of which exceeds 3 500 kg but does not exceed 9 000 kg; (27)

(36) "military service" means any training or service in terms of the Defence Act, 1957 (Act 44 of 1957); (28)

(37) "motor vehicle" means any self propelled vehicle with an engine capacity exceeding 50 cm³, used for conveying goods, and includes a mechanical horse, a motor cycle or a motor tricycle and a tractor, but does not include a mobile hoist; (29)

(38) "night shift" means any period of work, the major portion of which falls between 20h00 and 06h00; (30)

(39) "operator of a mobile hoist" means an employee who operates a mobile power-driven hoist or fork lift truck that is used in the loading, unloading, shifting or stacking of goods in an establishment; (5)

(40) "overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 5 (1), but does not include any period during which an employee whose ordinary hours of work are prescribed in clause 5 (1) works for his employer on a Sunday; (34)

(41) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (39)

(42) "qualified", in relation to an employee, means that the experience of an employee of his class entitles him to the highest wage rate prescribed for that class, and, conversely, "unqualified" means that his experience in his class does not entitle him to such highest wage rate; (15)

(43) "security guard" means an employee who must be capable of reading, writing and speaking one or both of the official languages of the Republic and who is engaged in any one or more of the following activities:

- (a) Searching people;
- (b) supervising and controlling a watchman or watchmen;
- (c) controlling or reporting on the movement of persons or vehicles through check-points or gates;

and who may be required to perform any or all of the activities prescribed for a watchman; (36)

(44) "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 are worked on not more than six days per week; (37)

(45) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness in the industry, a shortage of raw materials or a breakdown of machinery or plant, or because the buildings are unfit for use, or are in danger of becoming unfit for use; (20)

(46) "storeman" means an employee who is in charge of stocks of incoming goods or finishing 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; (25)

(47) "supervisor" means an employee, other than a group leader, who supervises a group of Grade I, II, III or IV employees and who may also supervise labourers; (41)

(48) "trailer" means a vehicle which is not self-propelled and which is designed or adapted to be pulled by a motor vehicle, and includes a semi-trailer; (38)

(49) "trainee" means an employee, other than an apprentice, to whom training is provided in terms of the Manpower Training Act, 1981, in a trade designated or deemed to have been designated under that Act; (21)

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

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

(v) toevoer van lyn by toumasjien in stand hou, stringspoel, oplaag en skuif;

(w) tou of lyn in lengtes sny;

(x) toutrekmasjien voer of bedien;

(y) trekmasjien (afdunder) bedien of voer;

(z) van string na tol opdraai;

(aa) verpakkingsmateriaal met masjien stik;

(ab) vesel vir kleurwerk voorberei;

(ac) veselmenging; (23)

(51) "wet" ook die gemene reg. (30)

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:*

(ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received if he had not been employed on such basis; (23)

(51) "watchman" means an employee who is engaged in any one or more of the following activities:

(a) Guarding, protecting or patrolling premises, buildings, structures or fixed or movable property;

(b) handling dogs in the performance of any or all of the activities specified in (a) above. (46)

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:

	In die landrostdistrik Lower Tugela			In die landrostdistrikte Durban en Port Elizabeth	
	Gedurende die eerste ses maande na die inwerkingtreding van hierdie vasstelling	Gedurende die tweede ses maande na die inwerkingtreding van hierdie vasstelling	Daarna	Gedurende die eerste 12 maande na die inwerkingtreding van hierdie vasstelling	Daarna
	Per week	Per week	Per week	Per week	Per week
	R	R	R	R	R
Ambagsman	102,00	110,00	118,00	134,00	141,00
Ambagsmanshulp	42,50	46,50	50,50	56,50	61,00
Arbeider	34,00	36,50	39,00	44,00	46,50
Assistent-voorman	85,00	93,00	101,00	114,00	120,00
Drywer van—					
(i) 'n ligte motorvoertuig	45,00	47,00	49,00	56,00	59,00
(ii) 'n medium motorvoertuig	54,50	58,50	62,50	71,00	75,00
(iii) 'n swaar motorvoertuig	64,50	69,50	74,00	82,00	88,00
(iv) 'n ekstra swaar motorvoertuig	71,50	76,50	82,00	92,00	98,00
Fabrieksklerk—					
gedurende die eerste ses maande ondervinding	40,00	43,50	47,00	51,50	56,00
gedurende die tweede ses maande ondervinding	42,50	46,00	49,50	55,00	59,00
daarna	45,00	48,50	52,00	58,50	62,00
Faktotum	52,50	55,50	58,50	67,00	70,00
Groepelier	45,00	48,50	52,00	58,50	62,00
Ketelbediener	37,50	41,00	45,00	48,50	53,50
Klerk—					
gedurende die eerste jaar ondervinding	42,46	46,62	50,77	55,38	60,46
gedurende die tweede jaar ondervinding	55,62	60,23	65,08	72,23	77,54
gedurende die derde jaar ondervinding	68,77	73,85	79,38	89,08	94,62
daarna	81,92	87,46	93,69	105,92	111,69
Kleurder—					
gedurende die eerste ses maande ondervinding	48,00	51,50	55,00	62,50	65,50
gedurende die tweede ses maande ondervinding	56,50	60,50	64,50	73,50	77,00
gedurende die derde ses maande ondervinding	65,00	69,50	74,00	84,50	88,50
daarna	73,50	78,50	83,50	95,50	100,00
Masjienfaktotum	68,00	73,00	78,00	88,00	93,00
Sekuriteitswag	42,50	46,50	50,50	56,50	61,00
Toesighouer	62,00	66,50	71,50	80,00	85,00
Voorman	107,00	116,00	125,00	141,00	149,00
Wag	37,50	41,00	45,00	48,50	53,50
Werknemer graad I—					
gedurende die eerste ses maande ondervinding	40,00	43,50	47,00	51,50	56,00
gedurende die tweede ses maande ondervinding	41,50	45,00	48,50	54,00	58,50
daarna	43,50	47,00	50,50	56,50	61,00
Werknemer graad II—					
gedurende die eerste drie maande ondervinding	36,50	39,50	43,00	47,50	51,00
gedurende die tweede drie maande ondervinding	38,00	41,50	45,00	49,50	53,50
daarna	40,00	43,50	47,00	51,50	56,00
Werknemer graad III—					
gedurende die eerste drie maande ondervinding	35,50	38,00	41,00	46,00	48,50
daarna	36,50	39,50	43,00	47,50	51,00
Werknemer graad IV	35,50	38,00	41,00	46,00	48,50
Werknemer nie elders in hierdie subklousule spesifiek gemeld nie	37,50	41,00	45,00	48,50	53,50

(a) *Employees other than casual employees:*

	In the Magisterial District - Lower Tugela			In the Magisterial Districts Durban and Port Elizabeth	
	During the first six months after this determination becomes binding	During the second six months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter
	Per week	Per week	Per week	Per week	Per week
	R	R	R	R	R
Artisan.....	102,00	110,00	118,00	134,00	141,00
Artisan's aide.....	42,50	46,50	50,50	56,50	61,00
Assistant foreman.....	85,00	93,00	101,00	114,00	120,00
Boiler attendant.....	37,50	41,00	45,00	48,50	53,50
Clerk—					
during the first year of experience.....	42,46	46,62	50,77	55,38	60,46
during the second year of experience.....	55,62	60,23	65,08	72,23	77,54
during the third year of experience.....	68,77	73,85	79,38	89,08	94,62
thereafter.....	81,92	87,46	93,69	105,92	111,69
Driver of—					
(i) a light motor vehicle.....	45,00	47,00	49,00	56,00	59,00
(ii) a medium motor vehicle.....	54,50	58,50	62,50	71,00	75,00
(iii) a heavy motor vehicle.....	64,50	69,50	74,00	82,00	88,00
(iv) an extra heavy motor vehicle.....	71,50	76,50	82,00	92,00	98,00
Dyer—					
during the first six months of experience.....	48,00	51,50	55,00	62,50	65,50
during the second six months of experience.....	56,50	60,50	64,50	73,50	77,00
during the third six months of experience.....	65,00	69,50	74,00	84,50	88,50
thereafter.....	73,50	78,50	83,50	95,50	100,00
Factory clerk—					
during the first six months of experience.....	40,00	43,50	47,00	51,50	56,00
during the second six months of experience.....	42,50	46,00	49,50	55,00	59,00
thereafter.....	45,00	48,50	52,00	58,50	62,00
Foreman.....	107,00	116,00	125,00	141,00	149,00
Grade I employee—					
during the first six months of experience.....	40,00	43,50	47,00	51,50	56,00
during the second six months of experience.....	41,50	45,00	48,50	54,00	58,50
thereafter.....	43,50	47,00	50,50	56,50	61,00
Grade II employee—					
during the first three months of experience.....	36,50	39,50	43,00	47,50	51,00
during the second three months of experience.....	38,00	41,50	45,00	49,50	53,50
thereafter.....	40,00	43,50	47,00	51,50	56,00
Grade III employee—					
during the first three months of experience.....	35,50	38,00	41,00	46,00	48,50
thereafter.....	36,50	39,50	43,00	47,50	51,00
Grade IV employee.....	35,50	38,00	41,00	46,00	48,50
Group leader.....	45,00	48,50	52,00	58,50	62,00
Handyman.....	52,50	55,50	58,50	67,00	70,00
Labourer.....	34,00	36,50	39,00	44,00	46,50
Machine handyman.....	68,00	73,00	78,00	88,00	93,00
Security guard.....	42,50	46,50	50,50	56,50	61,00
Supervisor.....	62,00	66,50	71,50	80,00	85,00
Watchman.....	37,50	41,00	45,00	48,50	53,50
Employee not specifically mentioned elsewhere in this subclause.....	37,50	41,00	45,00	48,50	53,50

(b) *Los werknemers.*—'n Werkgever moet sy los werknemer vir elke dag of gedeelte van 'n dag diens minstens die volgende loon betaal:

(i) Indien die maksimum voorgeskrywe daaglikse gewone werkure van so 'n werknemer nege en 'n kwart is, een vyfde;

(ii) indien sodanige maksimum agt en 'n half is, een sesde;

van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word, plus 10 persent: Met dien verstande dat—

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

(ii) 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 verminder kan word ten opsigte van daardie dag.

(b) *Casual employees.*—An employer shall pay his casual employee in respect of every day or part of a day of employment not less than the following wage:

(i) If the maximum prescribed daily ordinary hours of work of such employee is nine and a quarter, one-fifth;

(ii) if such maximum is eight and a half, one-sixth;

of the weekly wage prescribed for an employee in the same area and who performs the same class of work as the casual employee is required to do, plus 10 per cent: Provided that—

(i) where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" prescribed for a qualified employee of that class;

(ii) where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent in respect of that day.

(2) *Kontrakgrondslag.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en behoudens klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met die omskrywing van "loon" in klousule 2 en 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 of—

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

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

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

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

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

Met dien verstande dat—

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

(ii) 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 voorgeskryfde loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

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

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

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

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

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

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 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, op 'n tydstop waarvoor sodanige werkgever en sy werknemer ooreengekom het en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar nie later nie as 24 uur na die gewone betaaldag) of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde 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 of 'n openbare feesdag in klousule 8 (1) (b) bedoel, gewerk het;

(f) die werknemer se loon;

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

(h) besonderhede van enige bedrag wat afgetrek is;

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

(j) die tydperk waarvoor die betaling geskied;

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

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

(ii) voornoemde inligting betreffende tyd gewerk nie verstrekkend hoeft te word aan 'n werknemer wat ingevolge klousule 5 (7) (a) van die werkurebepalings uitgesluit is nie.

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

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

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

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

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

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

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

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

Provided that—

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

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

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

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

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

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

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

4. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees.*—Save as provided in clause 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 after work has terminated on the usual pay-day of the establishment for such employee (or, the case of a shift worker, at a time agreed on by such employer and his employee which shall be during the usual office hours of the establishment but which shall not be later than 24 hours after the usual pay-day) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

(a) the employer's name;

(b) the employee's name or his number on the pay-roll and his class;

(c) the number of ordinary hours of work worked by the employee;

(d) the number of overtime hours worked by the employee;

(e) the number of hours worked by the employee on a Sunday or a public holiday referred to in clause 8 (1);

(f) the employee's wage;

(g) details of any other remuneration arising out of the employee's employment;

(h) details of any deductions made;

(i) the actual amount paid to the employee; and

(j) the period in respect of which payment is made;

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

(i) at the written request of the employee, the amount due to him may be deposited into his building society or bank account by the employer, who shall hand over to him the receipt concerned together with the said statement;

(ii) the above-mentioned information concerning time worked need not be furnished to an employee excluded from the hours of work, provisions by virtue of clause 5 (7) (a).

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

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

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

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

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siekte-, versekerings-, mediese hulp-, spaar-, voorsorgs- of pensioenfonds, of vir ledegelde van 'n vakvereniging;

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

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

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

	Per week	Per maand
	R	R
(i) Voedsel.....	3,00	13,00
(ii) Huisvesting.....	1,50	6,50
(iii) Voedsel 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 geskied nie ten opsigte van korttyd wat deur 'n slapte in die Nywerheid of 'n tekort aan grondstowwe ontstaan, tensy die werkgever sy werknemer op die vorige werkdag kennis gee het van sy voorneme om die gewone werkure te verminder;

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

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

(i) enige bankinstelling, bougenootskap, versekeringsbesigheid, plaaslike owerheid of geregistreerde finansiële instelling ten opsigte van 'n paaiement op 'n lening wat aan sodanige werknemer toegestaan is om 'n woning te bekom;

(ii) enige organisasie of liggaam ten opsigte van die huur van 'n woning of huisvesting in 'n hostel wat sodanige werknemer bewoon indien die woning of hostel voorsien is deur bemiddeling van sodanige organisasie of liggaam uitsluitlik of gedeeltelik uit fondse wat vir daardie doel deur die Staat, of 'n instansie genoem in paragraaf (i) voorgeskiet is.

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

(1) *Gewone werkure.*—'n Werkgever mag nie van 'n werknemer vereis om hom toelaat om meer gewone werkure te werk nie as, in die geval van—

(a) 'n los werknemer in 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting waarin daar—

(i) op ses dae per week gewerk word—agt en 'n half op enige dag;

(ii) op minder as ses dae per week gewerk word—nege en 'n kwart op enige dag;

(b) 'n sekuriteitswag of 'n wag—

(i) 60 in enige week vanaf Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i), in die geval van 'n sekuriteitswag of wag wat normaalweg—

(aa) op meer as vyf dae in 'n week werk—10 op enige dag;

(ab) op hoogstens vyf dae in 'n week werk—12 op enige dag;

(c) enige ander werknemer—

(i) 46 in enige week vanaf Maandag tot en met Saterdag; en

(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 with him or with any person or at any place nominated by him.

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

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

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

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

(d) whenever an employee agrees or is required in terms of the Blacks (Urban Areas) Consolidation Act, 1945, to accept food or accommodation or food or accommodation with 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 in the industry or shortage of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;

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

(f) with the written consent of an employee an amount which an 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 obtain a dwelling;

(ii) any organisation or body in respect of the rent of a dwelling or accommodation in a hostel occupied by such employee if the dwelling or hostel is provided through such organisation or body exclusively or partly from funds advanced for that purpose by the State or a body referred to in paragraph (i).

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

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

(a) a casual employee in an establishment or part of an establishment in which—

(i) a six-day week is worked, eight and a half on any day;

(ii) less than a six-day week is worked, nine and a quarter on any day;

(b) a security guard or a watchman—

(i) 60 in any week from Monday to Saturday, inclusive; and

(ii) subject to subparagraph (i), in the case of a security guard or a watchman who normally—

(aa) works more than five days in a week, 10 on any day;

(ab) works not more than five days in a week, 12 on any day;

(c) any other employee—

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

(ii) behoudens subparagraaf (i), in die geval van 'n werknemer wat normaalweg—

(aa) op hoogstens vyf dae in 'n week werk—nege en 'n kwart op enige dag;

(ab) op meer as vyf dae in 'n week werk—agt op enige dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op enige van die ander dae na agt en 'n half verleng mag word.

(2) *Etenspouse*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneenlopend te werk sonder 'n etenspouse van minstens een uur nie waartydens van sodanige werknemer nie vereis of hy nie toegelaat mag 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 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 wanneer voorbehoudsbepaling (iv) geld, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;

(iv) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik die perseel skoonmaak, indien sodanige pouse langer as drie ure is, enige tydperk 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 word, 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 die 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.

(3) *Ruspouse*.—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan so na as doenlik—

(a) aan die middel van elke eerste werktydperk op 'n dag; en

(b) aan die middel van elke tweede werktydperk op 'n dag waar sodanige tydperk langer as drie ure is;

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 daar word geag dat so 'n pouse deel van die gewone werkure van so 'n werknemer uitmaak.

(4) *Werkure moet agtereenvolgend wees*.—Behoudens die bepalings van subklousule (2) moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

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

(a) 'n los werknemer, twee uur op 'n dag;

(b) 'n sekuriteitswag en 'n wag, 12 uur in 'n week;

(c) enige ander werknemer, 10 uur in 'n week.

(6) *Betaling vir oortydwerk*.—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen minstens, in die geval van—

(a) '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) '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.

(7) *Voorbehoudsbepalings*.—(a) Hierdie klousule is nie van toepassing nie op 'n werknemer indien en solank as wat sodanige werknemer 'n gereelde loon ontvang van—

(i) minstens R775 per maand in die landdrostdistrik Lower Tugela; en

(ii) minstens R850 per maand in die landdrostdistrikte Durban en Port Elizabeth.

(b) Subklousules (2), (3), (4) en (5) is nie op 'n werknemer van toepassing wanneer hy noodwerk verrig nie.

6. JAARLIKSE VERLOF

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

(a) 'n sekuriteitswag of 'n wag wat normaalweg op—

(i) ses dae in 'n week werk, 24 agtereenvolgende werkdae;

(ii) minder as ses dae in 'n week werk, 20 agtereenvolgende werkdae;

(ii) subject to subparagraph (i), in the case of an employee who normally—

(aa) works on not more than five days in a week, nine and a quarter on any day;

(ab) works on more than five days in a week, 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) *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 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, except when proviso (i) or (vi) applies, shall be deemed to be continuous;

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

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

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

(vi) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such meal 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 for the purposes of this subclause be deemed not to have worked during such interval.

(3) *Rest intervals*.—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable—

(a) in the middle of each first work period of the day; and

(b) in the middle of each second work period of the day where such period is longer than three hours;

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.

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

(5) *Limitation of overtime*.—An employer shall not require or permit an employee to work overtime for more than, in the case of—

(a) a casual employee, two hours on any day;

(b) a security guard and a watchman, 12 hours in any week;

(c) any other employee, 10 hours in any week.

(6) *Payment for overtime*.—An employer shall pay an employee who works overtime at a rate of not less than, in the case of—

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

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

(7) *Savings*.—(a) This clause shall not apply to an employee if and for so long as such employee is in receipt of a regular wage at a rate of—

(i) not less than R775 per month in the Magisterial District of Lower Tugela; and

(ii) not less than R850 per month in the Magisterial Districts of Durban and Port Elizabeth.

(b) Subclauses (2), (3), (4) and (5) shall not apply to an employee while he is engaged on emergency work.

6. ANNUAL LEAVE

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

(a) a security guard or a watchman who normally—

(i) works a six-day week, 24 consecutive work days;

(ii) works less than a six-day week, 20 consecutive work days;

(b) enige ander werknemer wat normaalweg op—

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

(ii) minder as ses dae in 'n week werk, 15 agtereenvolgende werkdag;

en die werknemer moet sodanige verlof neem, en moet die werkgever sodanige werknemer ten opsigte van sodanige verlof betaal—

(aa) 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;

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

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

(a) as sodanige verlof nie eerder verleen is nie, dit behoudens die bepalinge van subklousule (3), so verleen en geneem moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het; of, as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet verleen en die werknemer die verlof moet neem 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 vanaf werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), en wat hoogstens 10 weke in 'n tydperk van 12 maande beloop;

(ii) enige tydperk waartydens die werknemer onder kennisgewing van diensbeëindiging ingevolge klousule 12 is;

(iii) enige tydperk waartydens die werknemer militêre diens verrig;

(c) 'n werkgever al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

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

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

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

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

(4) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (3), en by subklousule (8), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof of, op die skriftelike versoek van die werknemer uiterlik op die eerste betaaldag van sodanige werknemer na verstryking van die verloftydperk, 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 voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens, in die geval van—

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

(b) 'n werknemer in subklousule (1) (b) bedoel, een vierde van die weekloon,

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever ten opsigte van geleentheidsverlof wat hy op 'n werknemer se skriftelike versoek aan hom 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 voor of tydens sy diensbeëindiging betaal het in plaas daarvan om aldus kennis te gee; of

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

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 en geneem 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 en deur hom geneem was.

(b) any other employee who normally—

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

(ii) works less than a six-day week, 15 consecutive work days;

and the employee shall take such leave, and the employer shall pay such employee in respect of such leave—

(aa) 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;

(ab) 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, in the application of this clause, the weekly wage of an employee engaged on piece-work shall on any date be deemed to be the average weekly wage for the preceding 13 weeks, or, if a shorter period has been worked, for the number of completed weeks so worked.

(2) The leave prescribed in subclause (1) shall be granted and 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 and taken so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee and the employee shall take the leave 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) or (b) amounting to not more than 10 weeks in a 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 service;

(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—

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

(ii) that the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request at least until after the expiry 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), and in subclause (8) shall be paid not later than the last work day before the date of commencement of the leave or, at the written request of the employee, not later than the first pay-day after the expiration of the period of leave of such employee.

(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 month of such period of employment an amount of not less than, in the case of—

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

(b) 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 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, prior to or upon termination of service, paid the employer in lieu of notice; or

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

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 and taken shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to and taken by him as at the date of the termination.

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

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

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

(i) met verlof ingevolge hierdie klousule;

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

(iii) op las of versoek van sy werkgewer;

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 diens: Met dien verstande dat 'n werknemer nie geregtig is om in enige tydperk van 12 maande diens, meer as vier maande van sodanige dienstydsperk as diens te eis nie.

en word diens geag te begin, in die geval van—

(i) '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 verlof geregtig geword het;

(ii) '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) enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer 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 werkgewer vir die doel van jaarlikse verlof, te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting of 'n deel van sy bedryfsinrigting vir 21 agtereenvolgende dae sluit en moet hy in daardie geval sy werknemer beloon soos aangedui in klousule 6 (1) of in paragraaf (c) hiervan, na gelang van die geval.

(b) As Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Gelofte van Kersdag op 'n dag gevier word wat andersins vir die werknemer 'n werkdag sou gewees het, en binne die sluitingstydperk in paragraaf (a) genoem, val, moet daar vir elke sodanige dag nog 'n werkdag by gemelde sluitingstydperk gevoeg word as 'n verdere verloftyd en moet die werknemer vir elke sodanige bygevoegde dag 'n bedrag van minstens sy dagloon betaal word.

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

7. SIEKTEVERLOF

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

(a) 'n werknemer wat normaalweg op ses dae per week werk, altesaam minstens 24 werkdae; en

(b) enige ander werknemer, altesaam minstens 20 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 los 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, in die eerste tydkring van 24 maande diens by dieselfde werkgewer, 'n werknemer weens ongeskiktheid afwesig is vir 'n langer tydperk as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, hy geregtig is op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgewer moet, indien hy dit nie reeds gedoen het nie, by die verstryking van gemelde tydkring of by diensbeëindiging vóór sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hom by sodanige verstryking of diensbeëindiging toekom, 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.

(7) For the purpose of this clause the expressions "employment" and "period of 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 undergoing military service: Provided that an employee shall not be entitled to claim as employment in any period of 12 months of employment more than four months of such period of employment,

and employment shall be deemed to commence, in the case of—

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

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

(iii) any other employee, on the date on which such employee entered his employer's service or on the date of the coming into force of this determination, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of 12 months, close his establishment or part of his establishment for 21 consecutive days and shall in that case remunerate his employee as indicated in clause 6 (1) or paragraph (c) hereof, as the case may be.

(b) If New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Vow or Christmas Day is celebrated on a day which would otherwise have been a work day for the employee, and which falls within the period of closure referred to in paragraph (a), another work day shall, for each such day, be added to the said period of closure as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added.

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

(a) an employee who normally works a six-day week, not less than 24 work days; and

(b) every other employee, not less than 20 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 expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry 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.

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

(a) vir langer as drie agtereenvolgende werkdag;

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

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

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

(3) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1),

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

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige dienstydsperk as diens te eis nie,

en word enige tydperk van diens by dieselfde werkgever onmiddellik voordat hierdie vasstelling bindend geword het, by die toepassing van hierdie klousule geag diens ingevolge hierdie vasstelling te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie vasstelling 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 ongeval of vergoedingspligtige siekte waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is, as ongeskiktheid beskou word slegs gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

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

(a) op 'n werknemer op wie se skriftelike versoek sy werkgever ten minste dieselfde bedrag as dié van die werknemer bydra aan enige fonds of organisasie, deur die werknemer benoem, wat in geval van ongeskiktheid in omstandighede uiteengesit in dié klousule, die werknemer verseker van 'n betaling van 'n totale bedrag gelykstaande aan sy loon vir 20 of 24 werkdag, wat ook al die geval is, in elke tydkring van 24 maande diens, behalwe dat gedurende die eerste 24 maande van betaling van bydraes deur die werknemer die gewaarborgde tarief verminder kan word tot minstens die tarief wat 'n werknemer toekom soos uiteengesit in die eerste voorbehoudsbepaling by subklousule (1);

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

8. OPENBARE FEESDAE EN SONDAG

(1) Vergoeding vir werk op 'n openbare feesdag.—(a) Behoudens klousules 4 (6) en 6 (2) moet 'n werkgever aan 'n werknemer wat nie op Nuwejaarsdag of die Maandag onmiddellik na Nuwejaarsdag as dit op 'n Sondag val, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin sodanige Maandag of ander openbare feesdag val;

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

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

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

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

(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 purpose of this clause the expression—

(a) "employment" shall be deemed to include—

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

(aa) on leave in terms of clause 6;

(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 service: Provided that an employee shall not be entitled to claim as employment in any period of 12 months of employment more than four months of such period of employment, and any period of employment which an employee has had with the same employer immediately before the coming into force of this determination shall for the purpose of this clause be deemed to be employment under this determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this determination;

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

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

(a) to an employee at whose written request his employer makes contributions, at least equal to those made by the employee, 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 to not less than the rate of accrual set out in the first proviso to subclause (1);

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

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) Compensation for work on a public holiday.—(a) Subject to clauses 4 (6) and 6 (2), if an employee does not work on New Year's Day, or the Monday immediately succeeding New Year's Day if it falls on a Sunday, Good Friday, Ascension Day, Republic Day, the Day of the Vow or Christmas Day, his employer shall pay him for the week in which such Monday or other public holiday falls not less than his weekly wage;

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

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

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

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

(iii) hom teen minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne sewe dae vanaf sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat, waar 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: Met dien verstande verder dat wanneer 'n skof-werker 'n skof werk wat gedeeltelik op 'n openbare vakansiedag in subklousule (1) bedoel of op 'n Sondag en gedeeltelik op enige ander dag val, word daar geag dat die hele skof gewerk is op die dag waarop die grootste deel van sodanige skof val.

(3) Voorbehoedsbepalings.—Subklousules (1) (b) en (2) is nie van toepassing nie op—

(a) 'n los werknemer;

(b) 'n werknemer wat ingevolge klousule 5 (7) (a) van die werkerebepalings uitgesluit is: Met dien verstande dat wanneer so 'n werknemer nie op 'n in subklousule (1) (b) genoemde feesdag werk nie, moet sy werkgever hom minstens sy werkdag betaal vir die week waarin so 'n dag val.

9. STUKWERK

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

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

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

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

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

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

10. GETALVERHOUDING

(1) 'n Werkgever mag nie 'n ongekwalifiseerde graad I-werknemer, graad II-werknemer of graad III-werknemer in diens neem nie tensy hy onderskeidelik 'n gekwalifiseerde graad I-werknemer, graad II-werknemer of graad III-werknemer in sy diens het, en vir elke sodanige gekwalifiseerde graad I-werknemer, graad II-werknemer of graad III-werknemer wat in sy diens is, mag hy nie meer as onderskeidelik een ongekwalifiseerde graad I-werknemer, graad II-werknemer of graad III-werknemer, na gelang van die geval, in sy diens hê nie.

(2) By die toepassing van hierdie klousule—

(a) mag 'n werkgever of 'n bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n bepaalde klas werknemer verrig, geag word 'n gekwalifiseerde werknemer in sodanige klas te wees;

(b) mag 'n ongekwalifiseerde werknemer wat minstens die loon ontvang wat vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf word, geag word 'n gekwalifiseerde werknemer in daardie klas te wees.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

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

12. BEÏNDIGING VAN DIENSKONTRAK

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

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

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

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

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

(iii) at a rate not less than one and one third times his ordinary wage in respect of the total period worked by him on such Sunday and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that, when such an employee is required or permitted to work for less than four hours on such Sunday, he shall be deemed to have worked for four hours: Provided further that whenever a shift-worker works a shift which falls partly on any public holiday referred to in subclause (1) or on a Sunday and partly on any other day, the whole shift shall be deemed to have been worked on the day on which the major portion of such shift falls.

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

(a) a casual employee;

(b) an employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a): Provided that whenever such an employee does not work on a holiday referred to in subclause (1) (b), his employer shall pay him not less than his weekly wage for the week in which such day falls.

9. PIECE-WORK

(1) An employer may, after at least one week's notice to his employee, 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, in the case of—

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

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

(3) An employer who intends to cancel or amend any piecework 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.

10. RATIO

(1) An employer shall not employ an unqualified Grade I employee, Grade II employee or Grade III employee unless he has in his employ a qualified Grade I employee, Grade II employee or Grade III employee, respectively, and for each such qualified Grade I employee, Grade II employee or Grade III employee in his employ, he shall not employ more than one unqualified Grade I employee, Grade II employee or Grade III employee, as the case may be.

(2) For the purpose of this clause—

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

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is required to provide for his employee and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

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

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

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

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

Met dien verstande dat—

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

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

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

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

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

(3) 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) weens militêre diens;

(ii) daar nie kennis gegee mag word 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);

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

(4) Ondanks andersluidende bepalings in hierdie vasstelling mag 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer 'n werkgewer 'n bedrag aldus aan homself toeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (5) geag word dat die werknemer die werkgewer betaal het in plaas van kennis te gee.

13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgewer by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wesenlik in onderstaande vorm, waarin 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,,
wat die Tou- en Matwerknemery beoefen te,
verklaar hierby dat,
in my diens was van die dag
van 19.... tot die dag
van 19.... as (*).
By diensbeëindiging was die werknemer se loon rand
..... sent per week.

(Handtekening van werkgewer of
gemagtigde verteenwoordiger)

Datum 19....

* Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv., klerk, werknemer graad IV, arbeider.

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

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

Provided that this shall not affect—

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

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

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

Provided further that, where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression "is receiving at the time of such termination" shall, when an employer pays an employee in lieu of notice, be deemed to mean "would have received at the time of such termination if no deduction had been made in respect of short-time".

(2) Where there is an agreement in terms of the second proviso to subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

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

(i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence—

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

(ab) owing to military service;

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

amounting in the aggregate, in respect of the absences referred to in paragraphs (i) (aa) and (ii), to not more than 10 weeks in any period of 12 months.

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

13. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the ground of desertion or where the employee is a casual employee, the employer shall upon termination of any contract of employment furnish the employee with a certificate of service substantially in the 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,,
carrying on trade in the Cordage and Matting Industry at,
hereby certify that,
was employed by me from the day of 19.... to the day of 19.... as (*).
At the termination of employment the employee's wage was rand
..... cents per week.

(Signature of employer or authorised
representative)

Date 19....

* State class in which employee was wholly or mainly engaged, e.g. clerk, Grade IV employee, labourer.

14. LOG-BOOK

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

DAILY LOG

Name of employer
Name of driver
Date
Time of starting work
Time of finishing work

Getal ure gewerk
 Etenstye 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 werkgever indien.

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

15. BYWONINGSREGISTER

(1) Elke werkgever moet, in sy bedryfsinrigting 'n bywoningsregister so na as doenlik in die onderstaande vorm verksaf, waarin hy met ink of inktlood die naam en klas van elke werknemer moet opteken, en indien 'n werknemer nie kan lees en skryf nie, namens sodanige werknemer vir elke dag waarop hy gewerk het en op dié dag die nodige inskrywings maak wat ingevolge subklousule 2 (a) of (f) van die werknemer vereis word, en dit onderteken:

Number of hours worked.....
 Meal hours from..... to.....
 Particulars of any accident or delay.....

Name/Names of employer(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 has been delivered to him in terms of subclause (2), for a period of three years subsequent to such delivery.

15. ATTENDANCE REGISTER

(1) Every employer shall provide in his establishment an attendance register substantially in the following form, in which he shall record in ink or indelible pencil the name and class of each of his employees, and if an employee cannot read and write, his employer shall on his behalf for each day worked and on that day make the necessary entries required in terms of subclause 2 (a) to (f), and sign such entries:

BYWONINGSREGISTER

(Naam van werknemer)

(Klas van werknemer)

Datum en dag van week		Besonderhede wat deur werknemer ingeskryf moet word										Opmerkings (as dit nodig is)		
Jaar..... Maand.....		Ruspouses				Tyd waarop werk gestaak word	Oortyd gewerk		Totale getal ure gewerk		Handtekening	Deur werknemer	Deur werk- gewer as werknemer afwesig was. Redes vir sy afwesigheid (moet deur werkgever geteken word)	Deur inspekteur
Datum	Dag van week	Tyd waarop werk 'n aanvang neem	Van diens af	Op diens	Van diens af		Vanaf	Tot	Elke dag	Elke week				
1.														
2.														
3.														
4.														
5.														
6.														
7.														
8.														
9.														
10.														
11.														
12.														
13.														
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18.														
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22.														
23.														
24.														
25.														
26.														
27.														
28.														
29.														
30.														
31.														

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

ATTENDANCE REGISTER

(Name of employee)												(Class of employee)		
Date and day of week		Entries to be made by employee										Remarks (if any)		
Year	Month	Time of commencing work	Intervals off work				Time of finishing work	Overtime worked		Total number of hours		Signature	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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30														
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 waarop hy gewerk het en op dié dag, met ink of inktlood inskryf in die bywoningsregister waarna in subklousule (1) verwys word—

- Die dag van die week;
- die tydstop waarop hy begin werk het;
- die aanvangs- en aflooptyd van elke etens- of ander pouse wat nie as gewone werkure gereken kan word nie;
- die aflooptyd van sy werk vir dié dag;
- die aanvangs- en aflooptyd van oortyd op dié dag gewerk;
- die totale getal ure gewerk op dié dag;

(3) Indien 'n werkgever 'n half-outomatiese inklokmassien verskaf het, moet hy elke werknemer voorsien van 'n kaart waarop met ink of inktlood die naam en nommer van die werknemer en die einddatum van die week of maand ten opsigte waarvan dit gebruik moet word aangedui is en waarop die werknemer deur middel van sodanige masjien inskrywings moet maak wat aantoon—

- die tydstop waarop hy begin werk het;
- die aanvangs- en aflooptyd van elke etens- of ander pouse wat nie as gewone werkure gereken kan word nie;
- die aflooptyd van sy werk vir die dag.

(4) 'n Werkgever moet die bywoningsregister waarna in subklousule (1) verwys word of die kaart waarna in subklousule (3) verwys word, 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 wat kragtens klousule 5 (7) (a) van die werkurebepalings uitgesluit word;
- drywer en 'n werknemer wat 'n drywer vergesel.

16. VERBOD OP INDIENSNEMING

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

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

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

(3) If an employer has provided a semi-automatic time recorder, he shall supply every employee with a card indicating in ink or indelible pencil the name and number of the employee and the date of termination of the week or month in respect of which it is to be used, and on such card the employee shall, by means of such recorder, make entries indicating—

- the time he commenced work;
- the time of commencement and termination of all meal or other intervals that are not reckonable as ordinary hours of work;
- the time at which he finished work for that day.

(4) An employer shall retain the attendance register referred to in subclause (1) or the card referred to in subclause (3), 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 a—

- employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a);
- driver and an employee accompanying a driver.

16. PROHIBITION ON EMPLOYMENT

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

(*Kennisgewing.*—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 292, gepubliseer by Goewermentskennisgewing R. 1747 van 3 November 1967, soos gewysig by Goewermentskennisgewings R. 978 van 14 Junie 1974 en R. 77 van 6 Januarie 1978.)

No. R. 1266

2 Julie 1982

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

TOU- EN MATWERKNYWERHEID, 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 Tou- en Matwerknwyerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R. 1265 van 2 Julie 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.

(*Note.*—In terms of section 18 of the Wage Act, 1975, the Wage Determination in the above Schedule supersedes Wage Determination 292, published under Government Notice R. 1747 of 3 November 1967, as amended by Government Notices R. 978 of 14 June 1974 and R. 77 of 6 January 1978.)

No. R. 1266

2 July 1982

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

CORDAGE AND MATTING INDUSTRY, 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 Cordage and Matting Industry, Certain Areas, published under Government Notice R. 1265 of 2 July 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.

DIE BLOMPLANTE VAN AFRIKA

Hierdie publikasie word uitgegee as 'n geïllustreerde reeks, baie na die aard van Curtis se "Botanical Magazine". Die doel van die werk is om die skoonheid en variasie van vorm van die flora van Afrika aan die leser bekend te stel, om belangstelling in die studie en kweek van die inheemse plante op te wek, en om plantkunde in die algemeen te bevorder.

Die meeste van die illustrasies word deur kunstenaars van die Navorsingsinstituut vir Plantkunde gemaak, dog die redakteur verwelkom geskikte bydraes van 'n wetenskaplike en kunsstandaard afkomstig van verwante inrigtings.

Onder huidige omstandighede word twee dele van die werk gelyktydig gepubliseer, maar met onreëlmatige tussenpose; elke deel bevat tien kleurplate. Intekengeld bedra R5 per deel (buitelands R5,25 per deel): Vier dele per band. Vanaf band 27 is die prys per band in linne gebind R30; in moroccoleer gebind R35. (Buitelands, linne gebind R31; moroccoleer R36).

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THE FLOWERING PLANTS OF AFRICA

This publication is issued as an illustrated serial, much on the same lines as Curtis's Botanical Magazine, and for imitating which no apology need be tendered.

The desire and object of the promoters of the publication will be achieved if it stimulates further interest in the study and cultivation of our indigenous plants.

The illustrations are prepared mainly by the artists at the Botanical Research Institute, but the Editor welcomes contributions of suitable artistic and scientific merit from kindred institutions.

Each part contains 10 plates and costs R5 per part (other countries R5,25 per part). Two, three or four parts may be published annually, depending on the availability of illustrations. A volume consists of four parts. From Volume 27, the price per volume is: Cloth binding, R30; morocco binding, R35 (other countries, cloth binding R31; morocco binding R36).

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