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GOEWERMENSKENNISGEWINGS

GOVERNMENT NOTICES

DEPARTEMENT VAN MANNEKRAG

DEPARTMENT OF MANPOWER

No. R. 1745

20 Augustus 1982

No. R. 1745

20 August 1982

LOONWET, 1957

WAGE ACT, 1957

LOONVASSTELLING 426.—MELKVERSPREIDINGSBEDRYF, SEKERE GEBIEDE

WAGE DETERMINATION 426.—MILK DISTRIBUTION TRADE, CERTAIN AREAS

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 Melkverspreidingsbedryf, Sekere Gebiede, gemaak en bepaal 1 September 1982 as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

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 Milk Distribution Trade, Certain Areas, and fix 1 September 1982 as the date from which the provisions of the said Wage Determination shall be binding.

BYLAE

SCHEDULE

1. OMVANG EN GEBIED VAN VASSTELLING

1. AREA AND SCOPE OF DETERMINATION

(1) Hierdie vasstelling is van toepassing op al die werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Melkverspreidingsbedryf soos in subklousule (2) omskryf, in die volgende gebiede:

(1) This determination shall apply to all the employers and all their employees, other than managers, in the Milk Distribution Trade as defined in subclause (2) in the following areas:

Kaaprovinsie.—Die landdrostrikte Bellville, die Kaap, George, Goodwood, Kimberley, Knysna, Kuilsrivier, Mosselbaai, Oos-Londen, Oudtshoorn, Paarl, Port Elizabeth, Simonstad, Uitenhage en Wynberg.

Cape Province.—The Magisterial Districts of Bellville, the Cape, George, Goodwood, Kimberley, Knysna, Kuils River, Mossel Bay, East London, Oudtshoorn, Paarl, Port Elizabeth, Simonstown, Uitenhage and Wynberg.

Natal.—Die landdrostrikte Durban, Pietermaritzburg en Pinetown en die munisipale gebiede van Ladysmith en Newcastle.

Natal.—The Magisterial Districts of Durban, Pietermaritzburg and Pinetown and the municipal areas of Ladysmith and Newcastle.

Oranje-Vrystaat.—Die landdrostrikte Bloemfontein, Odendaalsrus, Virginia en Welkom en die munisipale gebiede van Bethlehem, Harri-smith, Kroonstad en Sasolburg.

Orange Free State.—The Magisterial Districts of Bloemfontein, Odendaalsrus, Virginia and Welkom and the municipal areas of Bethlehem, Harri-smith, Kroonstad and Sasolburg.

Transvaal.—Die landdrostrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Hoëveldrif, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roo-depoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonder-boom en die munisipale gebiede van Middelburg, Pietersburg, Potchef-stroom, Rustenburg en Witbank.

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Highveld Ridge, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom and the municipal areas of Middelburg, Pietersburg, Potchefstroom, Rustenburg and Witbank.

(2) By die toepassing van hierdie klousule beteken "Melkverspreidingsbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die verkoop of verspreiding of verkoop en verspreiding van—

(2) In the application of this clause "Milk Distribution Trade" means the trade in which employers and employees are associated for the sale or distribution or the sale and distribution of—

(i) volmelk [met inbegrip van gesteriliseerde melk en ultrahoëtemperatuurmelk (UHT-melk)]; of

(i) whole milk [including sterilised milk and ultra high temperature milk (UHT milk)]; or

(ii) *suiwelprodukte*, dit is, sonder om die gewone betekenis van die uitdrukking te beperk, room, botter, kaas, karringmelk, afgeroomde melk, afgeskeide melk, plantjiemelk (met inbegrip van joghurt), suurmilk, eiers, heuning, roomys en vrugtesappe, indien die verkoop of verspreiding van verkoop en verspreiding daarvan saam met die verkoop of verspreiding van volmelk geskied;

(ii) *dairy produce*, that is, without limiting the ordinary meaning of the expression, cream, butter, cheese, buttermilk, skimmed milk, separated milk, cultured milk (including yoghurt), sour milk, eggs, honey, ice-cream and fruit juices, sold or distributed or sold and distributed in association with the sale or distribution or the sale and distribution of whole milk;

en omvat dit verder alle aktiwiteite wat daarmee in verband staan maar omvat dit nie die verkoop van oortollige melk, karringmelk, afgeroomde melk of afgeskeide melk aan melkverspreiders deur fabriek wat suiwel-produkte vervaardig maar nie gewoonlik volmelk verkoop nie, en ook nie boerderybedrywighede 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 vir 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) "afleweringswerknemer" 'n werknemer wat goedere of boodskappe te voet of met 'n fiets, driewieler, handvoertuig of elektries aangedrewe afleweringsvoertuig wat deur 'n voetganger beheer word, by huise aflewer, hetsy vanuit sy werkgever se bedryfsinrigting of vanaf 'n motorvoertuig wat hy nie self dryf nie, en wat, terwyl hy aldus werksaam is, ook—

- (a) bestellings mag neem;
- (b) kontant mag ontvang in die geval van k.b.a.-bestellings;
- (c) goedere vir kontant, op krediet of vir koepons of skyfies mag verkoop;
- (d) koepons of skyfies vir kontant mag verkoop;

en wat verantwoordelik is vir goedere, koepons of skyfies aan hom verskaf en vir kontant, koepons of skyfies deur hom ontvang; maar omvat dit nie 'n drywer nie. (13)

(2) "algemene werker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Aanbring, plak of heg van gedrukte of klaargeadresseerde etikette aan kassies, pakkies, kratte of enige ander houers;
- (b) afhaal of aflewer van boodskappe, briewe of goedere te voet, per fiets, driewiel of ander nie-kragaangedrewe voertuig;
- (c) bedien van 'n adresseer-, dupliseer-, nie-kragaangedrewe kram-, vloerpoolemasjien, draagbare pomp, goederehyser, handhystoestel, stof-saier of grassnyer;
- (d) brandmerk, sjabloneer of merk van houers, kiste, kratte of ander artikels;
- (e) dra, verskuif, versit, toedraai, stapel, verpak, sorteer, uitpak, oop- of toemaak van houers, gereedskap, gerei, bottels of enige ander artikel;
- (f) gebruik van rubber- of ander stempels waar daar geen onderskeidingsvermoë nodig is nie;

(g) heelmaak, toespyker of oopbreek van kiste of kratte;

(h) inmeekaarsit of uitmeekaarhaal van karton-, riefel- of veselborddose of soortgelyke houers;

(i) kook van maaltye vir werknemers;

(j) laai of aflaai van voertuie;

(k) maak of bedien van tee of soortgelyke drankie vir die werkgever, sy gaste of werknemers;

(l) massameet op 'n voorafgestelde massameter;

(m) meet volgens 'n voorafgestelde maat;

(n) met die hand bottels of ander houers van doppies, proppe of etikette voorsien;

(o) olie of smeer van voertuie (uitgesonderd motorvoertuie);

(p) omruil van wiele;

(q) oop- of toedraai, onder toesig, van krane of kleppe;

(r) oop- of toemaak van deure of vensters;

(s) plak van posseëls op briewe of pakkies;

(t) regmaak van lekke;

(u) skoonmaak of was van persele, installasies, masjinerie, gerei, houers, meubels of ander artikels;

(v) vashou van artikels of gereedskap, of op 'n ander wyse saam werk met 'n ambagsman, ambagsmanshulp, vakleerling of kwekeling, uitgesonderd die selfstandige gebruik van gereedskap;

(w) vaslym van kartonhouers of pakpapier;

(x) verpak van artikels van dieselfde grootte en getal in houers wat spesiaal ontwerp is om dié artikels te bevat;

(y) verrig van tuinwerk;

(z) verwydering van afval, vullis of as;

(aa) voer of afneem van masjiene;

(ab) voer, versorg, oppas, in- of uitspan van diere;

(ac) vul met die hand of met 'n handbediende vulmasjien van bottels of ander houers;

(ad) vuurmaak of vure aan die brand hou, uitgesonderd in verband met 'n stoomketel;

(ae) was, stryk of heelmaak van uniforms, oorpakke of beskermende klere; (22)

and further includes all activities incidental thereto, but does not include the sale of surplus milk, buttermilk, skimmed milk or separated milk to milk distributors by factories at which dairy produce is manufactured and from which whole milk is not ordinarily sold, and neither does it include farming operations.

2. DEFINITIONS

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

(1) "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 in terms of that Act for not more than four months pending the registration of a contract of apprenticeship; (41)

(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; (2)

(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; (4)

(4) "assistant foreman" means an employee who, under the general supervision of a foreman, performs any of the duties of a foreman and who may act for the latter during his absence; (5)

(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 worker" means an employee who is employed by the same employer on not more than three days in any week; (25)

(7) "chauffeur" means an employee other than a driver who is engaged in driving a power-driven motor vehicle which is intended to carry passengers and which is used for the conveyance of his employer or of employees, clients or visitors and which may be used for the conveyance of documents or parcels; (10)

(8) "checker" means an employee, other than a security guard, who examines goods, produce, containers or other items on vehicles on departure from or on return to an establishment or who inspects and reports on consignment notes or other documents; (31)

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

- (a) Calculating wages;
- (b) keeping stock-cards, time-sheets, work study records or records of outgoing or incoming post;
- (c) filling in time or wage cards;
- (d) rewriting letters or documents;
- (e) compiling production figure statements;
- (f) recording the employment, dismissal or resignation of employees;
- (g) adding or subtracting with or without a machine;
- (h) sorting or filing documents;
- (i) interpreting or translating from the languages of Black employees;
- (j) issuing or receiving stocks or equipment according to written requisition;
- (k) issuing, stamping, writing out or checking passes, registration documents, service certificates or time-cards;

(l) writing out consignment notes, delivery notes or railway consignment notes; (19)

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

(11) "commission work" means any system under which a sales representative remuneration is calculated on the number or value of orders submitted by him to and accepted by his employer; (20)

(3) "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 houer 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)

(4) "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 bedreweheid van opleiding as 'n ambagsman vereis nie; (3)

(5) "assistent-voorman" 'n werknemer wat onder algemene toesig van 'n voorman enige van die bedrywighede of pligte van 'n voorman uitvoer en wat gedurende sy afwesigheid namens hom kan waarneem; (4)

(6) "bedryfsinrigting" 'n perseel of gedeelte daarvan waarop of in verband waarmee een of meer werknemers in die Melkverspreidingsbedryf in diens is en omvat dit ook 'n melkwinkel; (18)

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

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

die aktiwiteite van 'n bedryfsinrigting en die werknemers wat daarin werk; (32)

(8) "bruto kombinasie-massa", met betrekking tot 'n motorvoertuig, die massa van enige kombinasie van motorvoertuie, sleepwaens of leunwaens, waarvan sodanige motorvoertuig deel kan uitmaak, asook die vrag, soos gespesifiseer deur die vervaardiger of, by gebreke aan sodanige spesifikasie, soos bepaal deur die registrasie-owerheid; (24)

(9) "bruto voertuigmassa", met betrekking tot 'n motorvoertuig, die maksimum massa van sodanige voertuig en sy vrag soos gespesifiseer deur die vervaardiger of, by gebreke aan sodanige spesifikasie, soos bepaal deur die registrasie-owerheid; (25)

(10) "chauffeur" 'n werknemer uitgesonderd 'n drywer wat 'n krag-aangedrewe motorvoertuig dryf wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgever of van werknemers, klante of besoekers en wat gebruik kan word vir die vervoer van dokumente of pakkette; (7)

(11) "deeltydse werknemer" 'n klerk, 'n klerklike assistent, 'n winkel-assistent of 'n algemene werker wat as sodanig by die week of maand vir hoogstens 25 gewone werkeure in 'n week in diens is; (38)

(12) "drywer" 'n werknemer uitgesonderd 'n chauffeur wat in beheer is van 'n motorvoertuig of 'n elektriese voertuig of sodanige voertuig dryf en wat, terwyl hy aldus in beheer of werksaam is, ook—

- (a) goedere of boodskappe mag aflewer;
- (b) goedere vir kontant, op krediet of vir koepens of skyfies mag verkoop;
- (c) kontant mag ontvang in die geval van k.b.a.-bestellings;
- (d) bestellings mag neem;
- (e) koepens of skyfies vir kontant mag verkoop;

en wat verantwoordelik is vir goedere, kontant, koepens of skyfies aan hom verskaf of deur hom ontvang en wat gegewens in verband met sy werk mag aanteken en by die toepassing van hierdie omskrywing omvat " 'n motorvoertuig dryf" alle tydperke waartydens daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag en alle tydperke waartydens hy verplig is om op sy pos te bly gereed om te dryf; (15)

(13) "ekstra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 16 000 kg is; (20)

(14) "elektriese voertuig" 'n elektriese selfaangedrewe voertuig wat gebruik word vir die vervoer van goedere maar omvat dit nie 'n elektriese aangedrewe afleweringsvoertuig wat deur 'n voetganger beheer word nie; (16)

(15) "faktotum" 'n werknemer wat kleinere herstelwerk of verstelings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, en wat ook kleinere herstelwerk of opknappings aan geboue mag doen maar wat nie werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (27)

(16) "groepleier" 'n werknemer wat in bevel is van 'n groep algemene werkers; (26)

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

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

(12) "dairy shop" means any premises on which or from which milk that is processed elsewhere, including dairy produce, is sold or distributed or sold and distributed; (28)

(13) "delivery worker" means a worker who delivers goods or messages to houses on foot or with a bicycle, tricycle, hand vehicle or electrically propelled delivery vehicle that is controlled by a pedestrian, either from his employer's establishment or from a motor vehicle that he does not drive himself, and who may, while he is thus engaged—

- (a) take orders;
- (b) receive cash in the case of c.o.d. orders;
- (c) sell goods for cash, on credit or for coupons or discs;
- (d) sell coupons or discs for cash;

and who is responsible for goods, coupons or discs supplied to him and for cash, coupons or discs received by him; but does not include a driver; (1)

(14) "dispatch clerk" means an employee who is responsible for the dispatch or the packing of goods for transport or delivery and who supervises and is responsible for the assembling, checking, mass-measuring, packing, marking, addressing, dispatching or receipt of goods, packages, bottles, containers, coupons or discs; (44)

(15) "driver" means an employee other than a chauffeur who is in charge of a motor vehicle or an electrical vehicle or who drives such vehicle and who, while he is thus in charge or engaged, may also—

- (a) deliver goods or messages;
- (b) sell goods for cash, on credit or for coupons or discs;
- (c) receive cash in the case of c.o.d. orders;
- (d) take orders;
- (e) sell coupons or discs for cash;

and who is responsible for goods, cash, coupons or discs supplied to or received by him and who may record particulars regarding his work, and for the purposes of this definition "drives 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; (12)

(16) "electrical vehicle" means an electrical self-propelled vehicle that is used to transport goods, but does not include an electrically driven delivery vehicle that is operated by a pedestrian; (14)

(17) "emergency work" means—

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

(b) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours; (32)

(18) "establishment" means any premises or part thereof in or in connection with which one or more employees are employed in the Milk Distribution Trade, and includes a dairy shop; (6)

(19) "experience" means, in regard to an artisan's aide, a clerk, clerical assistant, or shop assistant, the total period or periods of full-time employment which an employee has had as an artisan's aide, a clerk, clerical assistant or shop assistant, respectively, in any trade or in the service of the State: Provided that only one half of an employee's period or periods of service as a part-time employee shall be calculated as service as an artisan's aide, a clerk, clerical assistant or shop assistant, as the case may be; (33)

(20) "extra heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 16 000 kg; (13)

(21) "foreman" means an employee who is in charge of the employees in an establishment, or a department of an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (46)

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

- (a) Attaching, pasting or affixing printed or ready-addressed labels to boxes, packages, crates or any other containers;
- (b) collecting or delivering messages, letters or goods on foot, by bicycle, tricycle or any non-power-driven vehicle;
- (c) operating an addressograph, duplicating machine, non-power-driven stapling machine, floor polishing machine, portable pump, goods lift, hand-operated hoist, vacuum cleaner or lawn-mower;
- (d) branding stencilling or marking containers, boxes, crates or other items;
- (e) carrying, shifting, moving, wrapping up, stacking, packing, sorting, unpacking and opening or closing containers, equipment, instruments, bottles or any other items;

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

- (a) Berekening van lone;
- (b) byhou van voorraadkaarte, tydstate, werkstudierekords of rekords van uitgaande of inkomende pos;
- (c) invul van tyd- of loonkaarte;
- (d) oorskryf van briewe of dokumente;
- (e) opstel van produksiesyferstate;
- (f) opteken van die indiensneming, ontslag of bedanking van werknemers;
- (g) optel of aftrek met of sonder 'n masjien;
- (h) sorteer of lisseer van dokumente;
- (i) tolk of vertaal uit die tale van Swart werknemers;
- (j) uitreik of ontvang van voorrade, of gereedskap volgens skriftelike rekwisisie;
- (k) uitreik, stempel, uitskryf of nagaan van passe, registrasiedokumente, dienssertifikate of tydkaarte;
- (l) uitskryf van vrag-, aflewerings- of spoorwegvragbriewe; (9)

(20) "kommissiewerk" 'n stelsel waarvolgens 'n verkoopsverteenvoorder se besoldiging bereken word volgens die getal of waarde van die bestellings wat hy aan sy werkgewer voorlê en wat laasgenoemde aanvaar. (11)

(21) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n slapte in die bedryf, 'n tekort aan grondstowwe of spoorweg-trokke, wisselvalligheid van die weer of die onklaarraking van installasie of masjinerie, of weens die feit dat die geboue onbruikbaar is of dreig om onbruikbaar te word; (44)

(22) "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; (48)

(23) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa hoogstens 3 500 kg is; (30)

(24) "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 dat as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as die by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken, en hierdie voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar by klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op so 'n grondslag in diens was nie; (49)

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

(26) "magasynman" 'n werknemer wat beheer het oor voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n magasyn of pakhuis aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending te lewer; (45)

(27) "medium motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (34)

(28) "melkwinkel" enige perseel waarop of waaruit melk wat elders verwerk is, insluitende suiwelprodukte, verkoop of versprei of verkoop en versprei word; (12)

(29) "militêre diens" enige opleiding of diens ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957); (35)

(30) "motorvoertuig" 'n selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm³, wat gebruik word vir die vervoer van goedere en omvat dit 'n elektriese voertuig, motorfiets, voorhaker en 'n trekker, maar nie 'n elektriese aangedrewe afleweringsvoertuig wat deur 'n voetganger beheer word nie; (36)

(31) "nasioner" 'n werknemer, uitgesonderd 'n veiligheidswag, wat goedere, produkte, houers of ander artikels op voertuie by vertrek vanaf, of terugkoms by 'n bedryfsinrigting nagaan of vragbriewe of ander dokumente kontroleer en verslag daaroor doen; (8)

(32) "noodwerk" (a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, burgerlike onluste, diefstal, of die onklaarraking van installasie of masjinerie sonder versuim gedoen moet word; of

(b) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie; (17)

(33) "ondervinding" met betrekking tot 'n ambagsmanshulp, 'n klerk, klerklike assistent of 'n winklassistent, die totale tydperk of tydperke wat 'n werknemer voltyds as 'n ambagsmanshulp, 'n klerk, klerklike assistent

- (f) using rubber or other stamps where no discretion is required;
 - (g) repairing, nailing up or breaking open of boxes and crates;
 - (h) setting up or dismantling cardboard, corrugated cardboard or fibre-board boxes or similar containers;
 - (i) cooking meals for employees;
 - (j) loading or unloading vehicles;
 - (k) making or serving tea or similar beverages for the employer, his guests or employees;
 - (l) mass-measuring on a pre-set mass meter;
 - (m) measuring to a pre-set measure;
 - (n) applying tops, stoppers or labels to bottles or other containers by hand;
 - (o) oiling or greasing vehicles (other than motor vehicles);
 - (p) changing wheels;
 - (q) opening or closing, under supervision, of taps or valves;
 - (r) opening or closing doors or windows;
 - (s) affixing stamps to letters or parcels;
 - (t) repairing leaks;
 - (u) cleaning or washing premises, installations, machinery, plant, containers, furniture or other items;
 - (v) holding items or tools, or in any other way assisting an artisan, artisan's aide, apprentice or trainee, other than using tools independently;
 - (w) glueing cardboard containers or packing paper;
 - (x) packing items of the same size and number in containers specially designed to hold such items;
 - (y) gardening work;
 - (z) removing refuse, rubbish or ash;
 - (aa) feeding or removing from machines;
 - (ab) feeding, caring for, tending, inspanning or outspanning animals;
 - (ac) filling bottles or other containers by hand or using a hand-operated filling machine;
 - (ad) making or maintaining fires, except with regard to a boiler;
 - (ae) washing, ironing or repairing uniforms, overalls or protective clothing; (2)
- (23) "Grade I employee" means an employee who is engaged in any one or more of the following activities:
- (a) Noting measured masses;
 - (b) collecting or delivering messages, letters, documents or goods by means of a two- or three-wheeled motor cycle, motor scooter or auto cycle with an engine capacity not exceeding 100 cm³;
 - (c) operating a power-driven mobile hoist that is used in the loading, off-loading, shifting or stacking of goods or articles;
 - (d) operating, including switching on and off, a bottle machine, crate-washing machine, sealing machine, filling machine, packaging machine, separating machine pasturising machine, or battery-charging machine;
 - (e) servicing and removing from, placing in and connecting to a motor vehicle of batteries;
 - (f) mass measuring, other than on a pre-set mass meter;
 - (g) taking milk or cream samples;
 - (h) oiling, greasing or servicing motor vehicles or machinery;
 - (i) sorting or placing receipts in cans;
 - (j) testing milk for acidity by means of a chemical solution; (48)
- (24) "gross combination mass", in relation to a motor vehicle, means the mass of any combination of motor vehicles, trailers or semi-trailers, of which such motor vehicle can form part, and the load, as specified by the manufacturer, or, in the absence of such specification, as determined by the registering authority; (8)
- (25) "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)
- (26) "group leader" means an employee who is in charge of a group of general workers; (16)
- (27) "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment used directly in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan; (15)
- (28) "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; (39)

of 'n winklassistent onderskeidelik in enige bedryf of in diens van die Staat werksaam was: Met dien verstande dat slegs een helfte van 'n werknemer se dienstydperk of -tydperke as deelytse werknemer gereken word as diens as 'n ambagsmanshulp, 'n klerk, klerklike assistent of 'n winkel-assistent na gelang van die geval; (19)

(34) "oortyd" die gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgever werk en wat langer is as die onderskeie gewone werkure by klousule 5 (1) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk waartydens sodanige werknemer op 'n Sondag vir sy werkgever werk nie; (37)

(35) "plaaslike owerheid" 'n stadsraad, afdelingsraad, munisipale raad, dorpsraad, dorpsbestuur, of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961); (31)

(36) "roetebeheerder" 'n werknemer wat—

(a) die werk van alle werknemers wat op aflewingsroetes werk, inspekteer en beheer, ten einde stiptheid, sindelikeit, goeie gedrag en die doeltreffende uitvoering van hulle pligte te verseker;

(b) klagtes ondersoek wat klante, werknemers of enige ander persone in verband met die aflewings aanmeld, daaraan aandag gee en daarvoor verslag doen aan sy werkgevers;

en wat oor die werk van 'n groepleier toesig hou; (40)

(37) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie maar ontwerp of aangepas is om deur 'n motorvoertuig getrek te word, en omvat dit 'n leunwa; (47)

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

(39) "swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (28)

(40) "trekker" 'n motorvoertuig, uitgesonderd 'n voorhaker, wat ontwerp of aangepas is hoofsaaklik om ander voertuie te trek en nie om vrag te dra nie; (46)

(41) "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)

(42) "veiligheidswag" 'n werknemer, uitgesonderd 'n nasiener, wat in staat moet wees om een van of albei die amptelike tale te kan lees, skryf en praat en wat een of meer van die volgende werksaamhede verrig:

(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 daarvoor doen;

en van wie daar vereis kan word om enige van of al die aktiwiteite wat vir 'n wag voorgeskryf is, te verrig; (42)

(43) "verkoopsvetewoordiger" 'n werknemer uitgesonderd 'n drywer wat ten behoeve van en namens sy werkgever bestellings werf vir volmelk of suiwelprodukte, of die verkoop daarvan andersins bevorder en handelskontak met klante handhaaf en wat werk wat daarmee in verband staan, verrig; (41)

(44) "versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of die verpakking van goedere vir vervoer of aflewering en wat toesig hou oor en verantwoordelik is vir die byeenbring, nagaan, massameting, verpakking, merk, adresseer, versending en ontvangs van goedere, pakkette, bottels, houers, koepone of skyfies; (14)

(45) "voorhaker" 'n motorvoertuig ontwerp of aangepas om ander voertuie te trek en nie om vrag te dra nie uitgesonderd 'n sleepwa, leunwa of ballas wat daarop rus, maar omvat dit nie 'n trekker nie; (33)

(46) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend vervul; (21)

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

(a) Persele, geboue, strukture, vaste of roerende eiendom bewaak, beskerm of patrolleer;

(b) honde hanteer in die uitvoering van enige van of al die werksaamhede in (a) hierbo gespesifiseer; (50)

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

(a) Aantekeninge maak van gemete massas;

(b) afhaal of aflewer van boodskappe, briewe, dokumente of goedere met behulp van 'n twee- of driewielmotorfiets, bromponie of kragfiets waarvan die enjinkapasiteit nie 100 cm³ oorskry nie;

(29) "law" includes the common law; (49)

(30) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (23)

(31) "local authority" means any city council, town council, divisional council, municipal council, borough 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)

(32) "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)

(33) "mechanical horse" means a motor vehicle designed or adapted to pull other vehicles and not to carry any load other than a trailer, semi-trailer or ballast resting on it, and does not include a tractor; (45)

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

(35) "military service" means any training or service in terms of the Defence Act, 1957 (Act 44 of 1957); (29)

(36) "motor vehicle" means any selfpropelled vehicle with an engine capacity exceeding 50 cm³, used for conveying goods, and includes an electrical vehicle, a motorcycle, a mechanical horse and a tractor, but does not include an electrically propelled delivery vehicle that is operated by a pedestrian; (30)

(37) "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 works for his employer on a Sunday; (34)

(38) "part-time employee" means a clerk, clerical assistant, shop assistant or general worker who is employed as such by the week or month for not more than 25 ordinary hours of work in any week; (11)

(39) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (38)

(40) "route controller" means an employee who—

(a) inspects and controls the work of all employees who work on delivery routes in order to ensure punctuality, cleanliness, good conduct and the efficient discharge of their duties;

(b) investigates complaints made by customers, employees or any other persons regarding deliveries, attends to such complaints and reports thereon to his employer;

and who supervises the work of a group leader; (36)

(41) "sales representative" means an employee, other than a driver, who canvasses orders for whole milk or dairy produce for or on behalf of his employer, or who otherwise promotes the sale thereof and who maintains trade contact with customers and performs related work; (43)

(42) "security guard" means an employee, other than a checker, who must be capable of reading, writing and talking one or both of the official languages and who performs 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; (42)

(43) "shop assistant" means an employee who serves customers in an establishment, who is responsible for goods (including coupons or discs) supplied to him to sell and for cash received in respect thereof, and who may take orders, who is in charge of a dairy shop and the employees therein and who may record particulars regarding his work; (50)

(44) "short-time" means a temporary reduction in the number of ordinary hours or work owing to slackness of trade, a shortage of raw materials or railway trucks, vagaries of the weather a breakdown of plant or machinery or because the buildings are unfit for use or are in danger of becoming unfit for use; (21)

(45) "storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for dispatch; (26)

(46) "tractor" means a motor vehicle, other than a mechanical horse, designed or adapted mainly to pull other vehicles and not to carry any load; (40)

(c) bedien van 'n kragaangedrewe mobiele hystoestel wat by die laai, aflaai, versit of opstapel van goedere of artikels gebruik word;

(d) bedien, insluitende die aan- en afsit van 'n bottel-, kratwas-, seël-, vul-, verpakings-, afskei-, pasteuriseer- of batterylaaimasjien;

(e) diens, uithaal uit, insit in of koppel aan 'n motorvoertuig van batterye;

(f) massameet, uitgesonderd op 'n voorafgestelde massameter;

(g) neem van melk- of roommonsters;

(h) olie, smeer of diens van motorvoertuie of masjinerie;

(i) sorteer of plaas in kanne van ontvangsbewyse;

(j) toets van melk vir suurheid deur middel van 'n chemiese oplossing; (23)

(49) "wet" ook die gemene reg; (29)

(50) "winkelassistent" 'n werknemer wat klante in 'n bedryfsinrigting bedien, wat verantwoordelik is vir goedere (met inbegrip van koepons of skyfies) aan hom verskaf om te verkoop en vir kontant ten opsigte daarvan ontvang en wat bestellings mag neem, in beheer is van 'n melkwinkel en die werknemers daarin en gegewens in verband met sy werk mag aanteken. (43)

3. BESOLDIGING

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

(a) *Werknemers, uitgesonderd werknemers in paragrawe (b) en (c) genoem:*

(47) "trailer" means a vehicle which is not self-propelled but which is designed or adapted to be pulled by a motorvehicle, and includes a semi-trailer; (37)

(48) "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 in terms of that Act; (22)

(49) "wage" or "weekly wage" means the amount payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount, and that this 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 he would have received if he had not been employed on such a basis; (24)

(50) "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; (47)

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 below:

(a) *Employees other than employees mentioned in paragraphs (b) and (c):*

	In die landdrosdistrikte George, Knysna, Mosselbaai en Oudtshoorn en die munisipale gebiede van Bethlehem, Harrismith, Ladysmith, Middelburg (Tvl.), Newcastle, Pietersburg en Rustenburg		In die munisipale gebied van Kroonstad		In die landdrosdistrikte Bloemfontein, Hoëveldrif, Kimberley, Klerksdorp, Odendaalsrus, Oos-Londen, Pietermaritzburg, Virginia en Welkom en die munisipale gebiede van Potchefstroom en Witbank		In die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaap, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg en die munisipale gebied van Sasolburg	
	Gedurende die eerste jaar nadat hierdie vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie vasstelling bindend word	Daarna
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Afleweringswerkner	34,50	34,50	36,60	36,60	40,50	40,50	44,50	44,50
Algemene werker—								
man	31,00	31,00	33,00	33,00	36,50	36,50	40,00	40,00
vrou	28,00	31,00	30,00	33,00	33,00	36,50	36,00	40,00
Ambagsman	96,00	96,00	102,00	102,00	113,00	113,00	124,00	124,00
Ambagsmanshulp—								
gedurende die eerste ses maande ondervinding	45,00	45,00	48,00	48,00	53,00	53,00	58,00	58,00
gedurende die tweede ses maande ondervinding	48,00	48,00	51,50	51,50	56,50	56,50	62,00	62,00
daarna	51,00	51,00	55,00	55,00	60,00	60,00	66,00	66,00
Assistent-voorman	84,00	84,00	89,00	89,00	99,00	99,00	108,00	108,00
Chauffeur	43,00	43,00	45,00	45,00	50,00	50,00	55,00	55,00
Drywer van—								
'n ligte motorvoertuig	43,00	43,00	45,00	45,00	50,00	50,00	55,00	55,00
'n medium motorvoertuig	52,00	52,00	55,00	55,00	61,00	61,00	67,00	67,00
'n swaar motorvoertuig	61,00	61,00	65,00	65,00	72,00	72,00	79,00	79,00
'n ekstra swaar motorvoertuig	67,00	67,00	71,00	71,00	78,00	78,00	86,00	86,00
Faktotum	51,00	51,00	55,00	55,00	60,00	60,00	66,00	66,00
Groepleier	36,50	36,50	39,00	39,00	43,00	43,00	47,00	47,00
Ketelbediener	35,50	35,50	38,00	38,00	42,00	42,00	46,00	46,00
Klerk en winklassistent—								
man—								
gedurende die eerste jaar ondervinding	43,15	43,15	45,92	45,92	50,77	50,77	55,62	55,62
gedurende die tweede jaar ondervinding	53,54	53,54	57,00	57,00	63,00	63,00	69,00	69,00
gedurende die derde jaar ondervinding	63,92	63,92	68,08	68,08	75,23	75,23	82,38	82,38
daarna	74,31	74,31	79,15	79,15	87,46	87,46	95,77	95,77
vrou—								
gedurende die eerste jaar ondervinding	42,00	43,15	44,77	45,92	49,62	50,77	54,23	55,62
gedurende die tweede jaar ondervinding	49,62	53,54	52,62	57,00	58,38	63,00	63,92	69,00
gedurende die derde jaar ondervinding	57,23	63,92	60,46	68,08	67,15	75,23	73,62	82,38
daarna	64,85	74,31	68,31	79,15	75,92	87,46	83,31	95,77

	In die landdrosdistrikte George, Knysna, Mosselbaai en Oudtshoorn en die munisipale gebiede van Bethlehem, Harrismith, Ladysmith, Middelburg (Tvl.), Newcastle, Pietersburg en Rustenburg		In die munisipale gebied van Kroonstad		In die landdrosdistrikte Bloemfontein, Hoëveldrif, Kimberley, Klerksdorp, Odendaalsrus, Oos-Londen, Pietermaritzburg, Virginia en Welkom en die munisipale gebiede van Potchefstroom en Witbank		In die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaap, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg en die munisipale gebied van Sasolburg	
	Gedurende die eerste jaar nadat hierdie vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie vasstelling bindend word	Daarna
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Klerklike assistent—gedurende die eerste ses maande ondervinding	35,50	35,50	38,00	38,00	42,00	42,00	46,00	46,00
gedurende die tweede ses maande ondervinding.....	38,50	38,50	41,50	41,50	45,50	45,50	50,00	50,00
daarna.....	42,00	42,00	44,50	44,50	49,00	49,00	54,00	54,00
Nasiener.....	53,00	58,00	62,00	62,00	69,00	69,00	76,00	76,00
Roetebeheerder.....	79,00	79,00	84,00	84,00	93,00	93,00	102,00	102,00
Veiligheidswag.....	42,00	42,00	44,50	44,50	49,00	49,00	54,00	54,00
Verkoopsverteenvoordiger.....	74,31	74,31	79,15	79,15	87,46	87,46	95,77	95,77
Voorman	99,00	99,00	106,00	106,00	117,00	117,00	128,00	128,00
Wag.....	35,50	35,50	38,00	38,00	42,00	42,00	46,00	46,00
Werknemer graad I	35,50	35,50	38,00	38,00	42,00	42,00	46,00	46,00
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie	35,50	35,50	38,00	38,00	42,00	42,00	46,00	46,00

Nota—Kyk subklousule (4) vir die berekening van lone wat op 'n ander wyse as weekliks betaal word.

	In the Magisterial Districts of George, Knysna, Mossel Bay and Oudtshoorn and the municipal areas of Bethlehem, Harrismith, Ladysmith, Middelburg (Tvl), Newcastle, Pietersburg and Rustenburg		In the municipal area of Kroonstad		In the Magisterial Districts of Bloemfontein, East London, Highveld Ridge, Kimberley, Klerksdorp, Odendaalsrus, Pietermaritzburg, Virginia and Welkom and the municipal areas of Potchefstroom and Witbank		In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstown, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg and the municipal area of Sasolburg	
	During the first six months after this determination becomes binding	Thereafter	During the first six months after this determination becomes binding	Thereafter	During the first six months after this determination becomes binding	Thereafter	During the first six months after this determination becomes binding	Thereafter
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Artisan.....	96,00	96,00	102,00	102,00	113,00	113,00	124,00	124,00
Artisan's aid—								
during the first six months of experience	45,00	45,00	48,00	48,00	53,00	53,00	58,00	58,00
during the second six months of experience	48,00	48,00	51,50	51,50	56,50	56,50	62,00	62,00
thereafter.....	51,00	51,00	55,00	55,00	60,00	60,00	66,00	66,00
Assistant foreman.....	84,00	84,00	89,00	89,00	99,00	99,00	108,00	108,00
Boiler attendant.....	35,50	35,50	38,00	38,00	42,00	42,00	46,00	46,00
Checker.....	58,00	58,00	62,00	62,00	69,00	69,00	76,00	76,00
Clerical assistant—								
during the first six months of experience	35,50	35,50	38,00	38,00	42,00	42,00	46,00	46,00
during the second six months of experience	38,50	38,50	41,50	41,50	45,50	45,50	50,00	50,00
thereafter.....	42,00	42,00	44,50	44,50	49,00	49,00	54,00	54,00
Clerk and shop assistant—								
female—								
during the first year of experience	42,00	43,15	44,77	45,92	49,62	50,77	54,23	55,62
during the second year of experience	49,62	53,54	52,62	57,00	58,38	63,00	63,92	69,00
during the third year of experience	57,23	63,92	60,46	68,08	67,15	75,23	73,62	82,38
thereafter.....	64,85	74,31	68,31	79,15	75,92	87,46	83,31	95,77
male—								
during the first year of experience	43,15	43,15	45,92	45,92	50,77	50,77	55,62	55,62
during the second year of experience	53,54	53,54	57,00	57,00	63,00	63,00	69,00	69,00
during the third year of experience	63,92	63,92	68,08	68,08	75,23	75,23	82,38	82,38
thereafter.....	74,31	74,31	79,15	79,15	87,46	87,46	95,77	95,77
Chauffeur.....	43,00	43,00	45,00	45,00	50,00	50,00	55,00	55,00
Delivery worker.....	34,50	34,50	36,60	36,60	40,50	40,50	44,50	44,50
Driver of—								
a light motor vehicle.....	43,00	43,00	45,00	45,00	50,00	50,00	55,00	55,00
a medium motor vehicle.....	52,00	52,00	55,00	55,00	61,00	61,00	67,00	67,00
a heavy motor vehicle.....	61,00	61,00	65,00	65,00	72,00	72,00	79,00	79,00
an extra heavy motor vehicle.....	67,00	67,00	71,00	71,00	78,00	78,00	86,00	86,00
Foreman.....	99,00	99,00	106,00	106,00	117,00	117,00	128,00	128,00

	In the Magisterial Districts of George, Knysna, Mossel Bay and Oudtshoorn and the municipal areas of Bethlehem, Harrismith, Ladysmith, Middelburg (Tvl), Newcastle, Pietersburg and Rustenburg		In the municipal area of Kroonstad		In the Magisterial Districts of Bloemfontein, East London, Highveld Ridge, Kimberley, Klerksdorp, Odendaalsrus, Pietermaritzburg, Virginia and Welkom and the municipal areas of Potchefstroom and Witbank		In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstown, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg and the municipal area of Sasolburg	
	During the first six months after this determination becomes binding	Thereafter	During the first six months after this determination becomes binding	Thereafter	During the first six months after this determination becomes binding	Thereafter	During the first six months after this determination becomes binding	Thereafter
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
General worker—								
female	28,00	31,00	30,00	33,00	33,00	36,50	36,00	40,00
male	31,00	31,00	33,00	33,00	36,50	36,50	40,00	40,00
Grade I employee	35,50	35,50	38,00	38,00	42,00	42,00	46,00	46,00
Group leader	36,50	36,50	39,00	39,00	43,00	43,00	47,00	47,00
Handyman	51,00	51,00	55,00	55,00	60,00	60,00	66,00	66,00
Route controller	79,00	79,00	84,00	84,00	93,00	93,00	102,00	102,00
Sales representative	74,31	74,31	79,15	79,15	87,46	87,46	95,77	95,77
Security guard	42,00	42,00	44,50	44,50	49,00	49,00	54,00	54,00
Watchman	35,50	35,50	38,00	38,00	42,00	42,00	46,00	46,00
Employee not elsewhere specifically mentioned in this subclause	35,50	35,50	38,00	38,00	42,00	42,00	46,00	46,00

Note—See subclause (4) for the calculation of wages paid on a basis other than weekly.

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

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

(ii) waar die werkgewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent ten opsigte van daardie dag verminder mag word.

(c) *Deeltydse werknemers.*—'n Deeltydse werknemer moet minstens 66 $\frac{2}{3}$ persent betaal word van die loon voorgeskryf vir 'n werknemer in dieselfde gebied, van dieselfde klas en met dieselfde ondervinding.

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

(3) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor 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 die kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het;

Met dien verstande dat—

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

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

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

(b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal dae waarop hy normaalweg per week werk.

(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 enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks of maandeliks in kontant of, as die werknemer daartoe instem, per tjek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëlde koefert of houër wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

(a) die werkgewer 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) die besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspuit;

(h) die besonderhede van enige bedrae wat afgetrek is;

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

(j) die tydperk waarvoor die betaling geskied;

(b) *Casual employees.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one fifth of the weekly wage prescribed for an employee in the same area who performs the same class of work as the casual employee is required to do: Provided that—

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

(c) *Part-time employees.*—A part-time employee shall be paid not less than 66 $\frac{2}{3}$ per cent of the wage prescribed for an employee in the same area, of the same class and with the same experience.

(2) *Basis of contract.*—For the purposes of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1) read with 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—

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

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

Provided that—

(i) this subclause shall not apply where the difference between classes in terms of subclause (1) is based on 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 the number of days per week normally worked by him.

(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 monthly or, with the consent of the employee, by cheque during the hours of work, or within 15 minutes of ceasing work on the usual pay-day of the establishment for such employee 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 payroll 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) (b);

(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;

en sodanige koevert of houer waarop hierdie besonderhede 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 sy werkgever, wat die betrokke kwitansie tesame met voornoemde staat, aan hom moet oorhandig;

(ii) voornoemde inligting betreffende tyd gewerk, nie verstrek hoef te word nie ten opsigte van 'n werknemer in die voorbehoudsbepaling van klousule 5 (1) (d) genoem.

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

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

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

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

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

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

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

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

(d) 'n bedrag vir melk of suiwelprodukte wat aan 'n werknemer op sy versoek verkoop word;

(e) wanneer van 'n werknemer kragtens die Swartes (Stadsgebiede) Konsolidasiewet, 1945, vereis word of wanneer hy instem om voedsel of huisvesting of voedsel en huisvesting te aanvaar van sy werkgever, 'n aftrekking wat die volgende bedrae nie oorskry nie:

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

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

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

(ii) geen aftrekking geskied ten opsigte van korttyd wat voortspruit uit 'n tydelike handelslapse of 'n tekort aan grondstowwe of spoorweg-trokke, tensy die werkgever sy werknemers minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure te verminder;

(iii) ten opsigte van die eerste uur gewerk, geen aftrekking gemaak word nie in die geval van korttyd wat toe te skryf is aan die wisselvalligheid van die weer of aan die onklaarmaking van installasie of masjinerie of aan die feit dat geboue onbruikbaar is of dreig om onbruikbaar te word, tensy die werkgever sy werknemer die vorige dag kennis gegee het dat daar geen werk beskikbaar sal wees nie;

(g) 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, assuransiëbesigheid, plaaslike owerheid, geregistreerde finansiële instelling of die Staat ten opsigte van 'n paaiement op 'n lening wat aan sodanige werknemer toegestaan is om 'n woning te verkry;

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

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

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

(ii) the aforementioned information relating to time worked need not be furnished in respect of an employee referred to in the proviso in clause 5 (1) (d).

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

(3) *Premiums.*—No payment by an employee or paid on his behalf shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that employee.

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

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

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

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

(b) except where otherwise provided in this determination, whenever an employee is absent from work, other than on the instruction 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 is by law or order of any competent court required or permitted to make;

(d) an amount for milk or dairy produce sold to an employee at his request;

(e) whenever an employee is required in terms of the Blacks (Urban Areas) Consolidation Act, 1945, or agrees to accept food or accommodation or food and accommodation from his employer, a deduction not exceeding the following amounts:

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

(f) 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 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 a temporary slackness of trade or a shortage of raw materials or railway trucks, unless the employer has given his employees at least 24 hours' notice of his intention to reduce the ordinary hours of work;

(iii) no deduction shall be made in the case of short-time in respect of the first hour worked owing to the vagaries of the weather or a breakdown of plant or machinery or because the buildings are unfit for use or are in danger of becoming unfit for use, unless the employer has given his employee notice on the previous day that no work will be available;

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

(i) any banking institution, building society, insurance business, local authority, registered financial institution or the State in respect of a payment on a loan granted to such employee to acquire a dwelling;

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

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

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

- (a) 'n los werknemer, nege op 'n dag;
- (b) 'n deeltydse werknemer—
 - (i) 25 in 'n week van Maandag tot en met Saterdag; en
 - (ii) behoudens subparagraaf (i), vyf op 'n dag;
- (c) 'n veiligheidswag of 'n wag—
 - (i) 60 in 'n week van Maandag tot en met Saterdag; en
 - (ii) behoudens subparagraaf (i), 12 op 'n dag;
- (d) enige ander werknemer—
 - (i) 46 in 'n week van Maandag tot en met Saterdag; en
 - (ii) behoudens subparagraaf (i), in die geval van 'n werknemer wat normaalweg op—
 - (aa) hoogstens vyf dae in 'n week werk, nege en 'n kwart op 'n dag;
 - (ab) meer as vyf dae in 'n week werk, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op die ander dae hoogstens agt en 'n half op 'n dag mag wees:

Met dien verstande dat die gewone werkure in hierdie paragraaf genoem, verleng mag word met hoogstens drie uur op 'n dag en 15 uur in 'n week in die geval van 'n werknemer wat gereeld 'n loon ontvang van minstens R1 100 per maand in die landdrosdistrikte George, Hoëveldrif, Knysna, Mosselbaai en Oudtshoorn en die munisipale gebiede van Bethlehem, Harrismith, Kroonstad, Ladysmith, Middelburg, Newcastle, Pietersburg en Rustenburg en minstens R1 200 per maand in die oorblywende gebiede in klousule 1 (1) genoem.

(2) *Etenspouse.*—'n Werkgewer mag nie van 'n werknemer, uitgesonderd 'n werknemer genoem in die voorbehoudsbepaling van subklousule (1) (d), vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van, die gewone werkure of oortydure uit nie: Met dien verstande dat—

- (i) 'n werkgewer met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Mannekrag, vir sy gebied, skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;
- (ii) as sodanige pouse langer as een uur is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werkyd te wees;
- (iii) werkydperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoudsbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;
- (iv) alleenlik een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag nie deel van die gewone werkure mag uitmaak nie;
- (v) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op 'n dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word of dat daar met die bestaan van die tweede etenspouse weggedoen mag word indien die totale tydperk wat die werknemer ná die eerste etenspouse werk, hoogstens ses uur behoort;
- (vi) 'n drywer wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie.

(3) *Ruspouse.*—'n Werkgewer moet, so na as doenlik aan die middel van elke eerste en elke tweede werkydperk van die dag, aan elkeen van sy werknemers, uitgesonderd 'n werknemer genoem in die voorbehoudsbepaling van subklousule 1 (d), 'n ruspouse van minstens 10 minute toestaan waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en daar word geag dat so 'n pouse deel van die gewone werkure van so 'n werknemer uitmaak.

(4) *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 veiligheidswag en 'n wag, 12 uur in 'n week;
- (c) 'n ander werknemer, 10 uur in 'n week.

(5) *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 'n 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 'n week gewerk.

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, nine on any day;
- (b) a part-time employee—
 - (i) 25 in any week from Monday to Saturday, inclusive; and
 - (ii) subject to subparagraph (i), five in any day;
- (c) a security guard and a watchman—
 - (i) 60 in any week from Monday to Saturday, inclusive; and
 - (ii) subject to subparagraph (i), 12 on any day;
- (d) any other employee—
 - (i) 46 in any week from Monday to Saturday, inclusive; and
 - (ii) subject to subparagraph (i), in the case of an employee who normally works—
 - (aa) on not more than five days in a week, nine and a quarter on any day;
 - (ab) 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 the other days that may not exceed eight and a half on any day:

Provided that the ordinary hours of work referred to in paragraph (d) may be extended by not more than three hours on any day and 15 hours in any week in the case of an employee who is in receipt of a regular wage at a rate of not less than R1 100 per month in the Magisterial Districts of George, Highveld Ridge, Knysna, Mossel Bay and Oudtshoorn and the municipal areas of Bethlehem, Harrismith, Kroonstad, Ladysmith, Middelburg, Newcastle, Pietersburg and Rustenburg and R1 200 per month in the remaining areas mentioned in clause 1 (1).

(2) *Meal intervals.*—An employer shall not require or permit an employee, other than an employee referred to in the proviso to subclause (1) (d), to work continuously for more than five hours without a meal interval of not less than one hour, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

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

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

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

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

(v) when on any day by reason of overtime worked an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes or the second meal interval may be disposed of if the total period that the employee has worked after the first meal interval does not exceed six hours;

(vi) a driver who during such interval does no work other than being or remaining in charge of a vehicle shall be deemed for the purposes of this subclause not to have worked during such interval.

(3) *Rest intervals.*—An employer shall grant to each of his employees, other than an employee referred to in the proviso to subclause (1) (d), a rest interval of not less than 10 minutes as nearly as practicable in the middle of each first and each second work period of each day, during which 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) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime, in the case of—

- (a) a casual employee, for more than two hours on any day;
- (b) a security guard and a watchman, for more than 12 hours in any week;
- (c) any other employee, for not more than 10 hours in any week.

(5) *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 a 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 a third times his ordinary wage in respect of the total period so worked by such employee in any week.

(6) *Voorbehoudsbepalings.*—(a) Subklousules (2), (3) en (4) is nie op 'n werknemer van toepassing terwyl hy besig is met noodwerk nie.

(b) Subklousules (2) en (3) is nie van toepassing nie op 'n winkellasiestent of 'n algemene werker, uitgesonderd 'n deeltydse werknemer, wat in 'n bedryfsinrigting in diens is wat gewoonlik vir langer as twee uur toe is vir sake tussen 12h00 en 16h00: Met dien verstande dat alle gewone werkeure en enige oortyd op 'n dag gewerk word gedurende 'n periode van hoogstens 12 uur vandat sodanige werknemer met sy werk vir daardie dag begin het.

(c) Subklousules (2) en (3) is nie van toepassing nie op 'n drywer, 'n afleweringswerknemer, 'n algemene werker wat 'n drywer of 'n afleweringswerknemer vergesel, 'n veiligheids wag, 'n wag, 'n nasiener, 'n versendingsklerk, of 'n werknemer graad I wat meld toets of monsters neem.

6. JAARLIKSE VERLOF

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

(a) 'n veiligheids wag of 'n wag wie se gewone werkeure nie dié in klousule 5 (1) (d) genoem, oorskry nie en wat normaalweg op—

(i) hoogstens vyf dae in 'n week werk, 15 agtereenvolgende werksdae;

(ii) meer as vyf dae in 'n week werk, 18 agtereenvolgende werksdae;

(b) 'n veiligheids wag of 'n wag, uitgesonderd 'n veiligheids wag of 'n wag in paragraaf (a) bedoel, wat normaalweg op—

(i) hoogstens vyf dae in 'n week werk, 20 agtereenvolgende werksdae;

(ii) meer as vyf dae in 'n week werk, 24 agtereenvolgende werksdae;

(c) enige ander werknemer wat normaalweg op—

(i) hoogstens vyf dae in 'n week werk, 15 agtereenvolgende werksdae;

(ii) meer as vyf dae in 'n week werk, 18 agtereenvolgende werksdae;

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

(aa) 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens vier maal die weekloon wat die werknemer onmiddellik voor die aanvangsdatum van die verlof ontvang het;

(ab) 'n werknemer in paragraaf (a) of (c) bedoel, 'n bedrag van minstens drie maal die weekloon wat die werknemer onmiddellik voor die aanvangsdatum van die verlof ontvang het:

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

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

(ii) 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 subklousule (3), só verleen en geneem moet word dat dit begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet verleen 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 verloftydperk nie mag saamval nie met—

(i) siekteverlof wat ingevolge klousule 7 verleen is of met afwesigheid van die werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b), en wat hoogstens 10 weke in enige tydperk van 12 maande beloop;

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

(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 ooploop:

Met dien verstande—

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

(6) *Savings.*—(a) Subclauses (2), (3) and (4) shall not apply to an employee while he is engaged on emergency work.

(b) Subclauses (2) and (3) shall not apply to a shop assistant or a general worker, other than a part-time employee, who is employed in an establishment that is normally closed for business for longer than two hours between 12h00 and 16h00: Provided that all ordinary hours of work and any overtime on any day shall be worked during a period of not more than 12 hours from the time when such employee commences work for that day.

(c) Subclauses (2) and (3) shall not apply to a driver, a delivery worker, a general worker accompanying a driver or a delivery worker, a security guard, a watchman, a checker, a dispatch clerk or a Grade I employee engaged in testing milk or taking samples.

6. ANNUAL LEAVE

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

(a) a security guard or a watchman whose normal hours of work do not exceed those laid down in clause 5 (1) (d) and who normally works—

(i) not more than five days per week, 15 consecutive work-days' leave;

(ii) more than five days per week, 18 consecutive work-days' leave;

(b) a security guard or a watchman, other than a security guard or watchman referred to in paragraph (a), who normally works—

(i) not more than five days per week, 20 consecutive work-days' leave;

(ii) more than five days per week, 24 consecutive work-days' leave;

(c) any other employee who normally works—

(i) not more than five days per week, 15 consecutive work-days' leave;

(ii) more than five days per week 18 consecutive work-days' leave;

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

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

Provided that for the purposes of this clause—

(i) the weekly wage of a sales representative who is employed on commission work shall be calculated by dividing the remuneration payable to him by virtue of his agreement in accordance with clause 9 (5) in respect of the 12 months immediately preceding the date of the accrual of his leave by 52 or, if he has had less than 12 months of such employment, by dividing the total remuneration so payable to him during the period of his employment by the number of completed weeks in such period;

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

(2) The leave prescribed in subclause (1) shall be granted and be taken, as the case may be, 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 be 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 must take such 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 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 in the aggregate in any period of 12 months to not more than 10 weeks;

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

(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 that—

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

(ii) dat die werkgewer die datum van ontvangs van die 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 vóór 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 is, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens, in die geval van—

(a) 'n werknemer in subklousule (1) (b) bedoel, een derde;

(b) 'n werknemer in subklousule (1) (a) of (c) bedoel, een kwart;

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het. Met dien verstande dat 'n werkgewer 'n eweredige bedrag kan aftrek ten opsigte van 'n tydperk van geleentheidsverlof met volle betaling wat aan 'n werknemer op sy skriftelike versoek verleen is. 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 werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer voor of tydens 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.

(7) Vir 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 die omstandighede uiteengesit in klousule 7 (5) (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 vir enige tydperk van 12 maande diens, meer as vier maande van sodanige dienstydperk 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 sodanige 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 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.

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 meer as vyf 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 meer op siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van meer as vyf dae, een

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

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

(4) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3), and with subclause (8) shall be paid not later than the last work-day before the date of commencement of the leave or, on the written request of the employee, be paid 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 completed month of such period of employment an amount of not less than—

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

(b) in the case of an employee referred to in subclause (1) (a) or (c), one-fourth,

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of occasional leave granted to an employee on full pay at his written request: Provided further that, subject to clause 12 (4), an employee—

(i) who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice or the employee has paid the employer upon termination or prior to termination of service 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 been taken, shall upon such termination be paid the amount he would have received, in respect of the leave, had the leave been granted to him and taken by him as at the date of the termination.

(7) For the purposes 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); or

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

amounting in the aggregate in any period of 12 months, to not more than 10 weeks; and

(c) any period during which an employee is absent from work while undergoing military service: Provided that an employee shall not be entitled to claim as employment, in any one period of 12 months employment, more than four months of such service;

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

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

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

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

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 more than five days per week, not less than 24 work days; and

(b) any 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 more than five day per week, one work

werkdag ten opsigte van elke voltooide maand diens en, in die geval van iedere ander werknemer, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens;

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

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

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

(a) vir langer as twee agtereenvolgende werkdag; of

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

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

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

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

(4) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgewer;

(ac) met siekteverlof ingevolge subklousule (1);

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

(ii) enige tydperk wat 'n werknemer 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 dienstydkring as diens te eis nie,

en word een dienstydkring van 'n werknemer by dieselfde werkgewer onmiddellik voor die datum waarop hierdie vasstelling bindend geword het, vir die toepassing van hierdie klousule geag diens ingevolge hierdie vasstelling te wees, en word enige siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie vasstelling verleen te wees;

(b) beteken die uitdrukking "ongeskiktheid" onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk, wat veroorsaak is deur 'n ongeval of vergoedingspligtige siekte soos omskryf in artikel 2 van die Ongevalwet, 1941, slegs as ongeskiktheid beskou word gedurende enige tydperk ten opsigte waarvan geen betaling vir arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie.

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

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

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

day in respect of each completed month of employment and, in the case of every other employee, one work day in respect of each completed period of five weeks' service;

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

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

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

(a) for more than two consecutive work days; or

(b) on the work day immediately preceding or the work day immediately succeeding a Sunday or New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the 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) Where, during the first cycle of 24 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid in respect of only such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken.

(4) For the purposes of this clause the expression—

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

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

(aa) on leave in terms of clause 6;

(ab) on the instruction or at the request of his employers;

(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 owing to military service: Provided that an employee shall not be entitled in any period of 12 months' service to claim as employment more than four months of such period of service,

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

(b) "incapacity" shall mean inability to work owing to any sickness or injury, other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or scheduled disease as defined in section 2 of the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

(5) 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, but to not less than the rate of accrual set out in the first proviso to subclause (1);

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

8. OPENBARE FEESDAE EN SONDAE

(1) *Openbare feesdae*.—(a) 'n Werknemer is geregtig op en moet verlof met volle besoldiging verleen word op Nuwejaarsdag, of die Maandag onmiddellik na Nuwejaarsdag as dit op 'n Sondag val, Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag en Kersdag: Met dien verstande dat van 'n werknemer vereis mag word om op enige van dié dae te werk.

(b) Wanneer 'n werknemer op Nuwejaarsdag, of die Maandag onmiddellik na Nuwejaarsdag as dit op 'n Sondag val, Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag of Kersdag werk, moet die werkgever in die geval van—

(i) 'n werknemer, uitgesonderd 'n los werknemer, hom vir elke sodanige dag waarop hy gewerk het minstens sy dagloon betaal plus sy uurloon vir elke uur of gedeelte van 'n uur aldus gewerk;

(ii) 'n los werknemer, hom vir elke sodanige dag waarop hy gewerk het minstens die dagloon betaal wat in klousule 3 (1) (b) vir 'n los werknemer voorgeskryf word, plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, daardie loon gedeel deur nege.

(2) *Sondae*.—Van 'n werknemer kan vereis word om op 'n Sondag te werk, en wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever hom, in die geval van—

(a) 'n werknemer, uitgesonderd 'n los werknemer—

(i) 'n bedrag betaal van minstens twee maal die urekwalivalent van sy gewone loon vir elke uur aldus gewerk: Met dien verstande egter dat die minimum betaling aan 'n werknemer minstens twee maal die besoldiging moet wees wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of

(ii) teen minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag gewerk het en hom binne sewe dae vanaf sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan besoldiging betaal teen 'n skaal van minstens sy gewone skaal van besoldiging asof hy op dié dag sy gemiddelde gewone werkkure vir daardie dag van die week gewerk het;

(b) 'n los werknemer, minstens twee maal die loon betaal wat in klousule 3 (1) vir 'n los werknemer voorgeskryf word.

(3) Hierdie klousule is nie van toepassing nie op 'n werknemer in die voorbehoudbepaling van klousule 5 (1) (d) genoem: Met dien verstande dat wanneer so 'n werknemer op 'n in subklousule (1) (b) genoemde dag werk, sy werkgever hom minstens sy dagloon vir daardie dag moet betaal.

9. STUKWERK, KOMMISSIEWERK EN KOMMISSIE OP VERKOPE

(1) 'n Werkgever kan nadat hy minstens een week vooraf kennis aan sy werknemer, uitgesonderd 'n verkoopsverteenvoerder, 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 of elke maand, na gelang van die geval, waarin stukwerk verrig word, minstens die bedrag wat hy so 'n werknemer vir daardie week of maand, na gelang van die geval, 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 waarvoor daar ooreengekom is, kennis gee nie.

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

(5) 'n Verkoopsverteenvoerder wat volgens 'n ooreenkoms met sy werkgever kommissiewerk onderneem, moet voordat sodanige werk begin, deur sy werkgever voorsien word van 'n juiste kopie van die ooreenkoms of 'n verklaring wat die bepalinge van die ooreenkoms bevat en wat moet insluit—

(a) die week- of maandloon aan die verkoopsverteenvoerder betaalbaar, asook die kommissietarief of -tariewe en die voorwaardes waarop hy die reg daarop verkry;

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

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

8. PUBLIC HOLIDAYS AND SUNDAYS

(i) *Public holidays*.—(a) An employee is entitled to and shall be granted leave with full pay on New Year's Day, or the Monday immediately succeeding New Year's Day if the latter falls on a Sunday, Good Friday, Ascension Day, Republic Day, the Day of the Vow and Christmas Day: Provided that an employee may be required to work on any of these days.

(b) Whenever an employee works on New Year's Day, or the Monday immediately succeeding New Year's Day when the latter falls on a Sunday, Good Friday, Ascension Day, Republic Day, the Day of the Vow or Christmas Day, the employer shall, in the case of—

(i) an employee, other than a casual employee, pay him in respect of each such day not less than his daily wage plus, in respect of each hour or part of an hour thus worked, his hourly wage;

(ii) a casual employee, pay him for each such day worked not less than the daily wage prescribed for a casual employee in clause 3 (1) (b) plus, in respect of each hour or part of an hour thus worked, that wage divided by nine.

(2) *Sundays*.—An employee may be required to work on a Sunday, and when an employee works on a Sunday his employer shall, in the case of—

(a) an employee, other than a casual employee—

(i) pay him an amount of not less than twice the hour equivalent of his ordinary wage for each hour thus worked: Provided that the minimum payment to an employee shall be not less than twice the remuneration payable to him in respect of the period that he normally works on a weekday; or

(ii) pay him at a rate of not less than one and one third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within seven days of such Sunday one day's leave and pay him in respect thereof at a rate of not less than his ordinary scale of remuneration as though he had worked his average ordinary hours of work for that day of the week on that day;

(b) a casual employee, pay him not less than twice the wage prescribed for a casual employee in clause 3 (1).

(3) This clause shall not apply to an employee referred to in the proviso to clause 5 (1) (d): Provided that whenever such an employee works on a day referred to in subclause (1) (b), his employer shall pay him not less than his daily wage for such day.

9. PIECE-WORK, COMMISSION WORK AND COMMISSION ON SALES

(1) An employer may, after at least one week's notice to his employee, other than a sales representative, 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 or month, as the case may be, in which piece-work is performed, the amount which he would have been required to pay such employee for that week or month, as the case may be, had the employee 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 the employee been remunerated on the basis of time worked.

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

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

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

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

(a) the weekly or monthly wage payable to such sales representative and the rate or rates of the commission and the conditions of entitlement thereto;

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

(c) the area in which such sales representative is required or permitted to work;

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

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

(6) Behoudens klousule 4 (6) mag die bedrag van die kommissie wat 'n werkgever moet betaal aan sy verkoopsvertegenwoordiger wat kommissiewerk onderneem, nie minder wees nie as die tarief of tariewe waarvoor hulle ooreengekom het.

(7) 'n Werkgever kan met sy werknemer, uitgesonderd 'n verkoopsvertegenwoordiger, ooreenkom om sodanige werknemer kommissie te betaal op verkope deur sodanige werknemer gedoen: Met dien verstande dat die werkgever die werknemer, voordat die ooreenkoms in werking tree, moet voorsien van 'n kopie van die ooreenkoms, wat die besonderhede in subklousule (5) bedoel moet insluit.

(8) Klousule 4 (1) is nie van toepassing nie op kommissie verskuldig ingevolge hierdie klousule. Sodanige Kommissie word betaal op die dag bepaal in die ooreenkoms aangegaan volgens subklousule (5) of (7), na gelang van die geval.

(9) 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om werk vir hom uitsluitlik op 'n kommissiegrondslag te onderneem nie. Elke bedrag betaalbaar aan 'n werknemer as kommissie ingevolge 'n ooreenkoms aangegaan ingevolge subklousule (5) of (7) is apart van en bykomend by die loon voorgeskryf in klousule 3 (1) gelees met die woordomschrywing van "loon" in klousule 2, vir 'n werknemer van sy klas en ondervinding of, in die geval van 'n verkoopsvertegenwoordiger, bykomend by die loon voorgeskryf by klousule 3 (1), of by die loon waarop ingevolge subklousule (5) (a) ooreengekom is, indien sodanige loon hoër is as die loon by klousule 3 (1) voorgeskryf.

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

10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgever moet alle uniforms, oorpakke, rubberstewels of ander beskermende oorklere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n goeie toestand hou, en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende oorklere bly die eiendom van die werkgever.

(2) 'n Werkgever moet in nat weer aan sy werknemer wat afleweringdienste verrig, 'n waterdige mantel of ander vorm van beskerming verskaf, wat die eiendom van die werkgever bly.

11. VERBOD OP INDIENSNEMING

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

12. BEËINDIGING 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;

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

Met dien verstande dat—

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

(ab) 'n skriftelike ooreenkoms tussen 'n werkgever 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;

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

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

(6) Save as provided in clause 4 (6), an employer shall pay to his sales representative who is engaged on commission work remuneration at not less than the rate or rates agreed upon between them.

(7) An employer may agree with his employee, other than a sales representative to pay such employee commission on sales effected by such employee: Provided that the employer shall, before the agreement comes into operation, supply the employee with a copy of the agreement, which agreement shall include the particulars referred to in subclause (5).

(8) Clause 4 (1) shall not apply to commission owing in terms of this clause. Such commission shall be paid on the day determined in the agreement entered into in terms of subclause (5) or (7), as the case may be.

(9) An employer shall not require or permit an employee to undertake any work for him on the basis of commission only. Any amount payable to an employee as commission under an agreement entered into in terms of subclause (5) or (7) shall be aside from and in addition to the wage prescribed in clause 3 (1) read with the definition of "wage" in clause 2, for an employee of his class and experience or, in the case of a sales representative, in addition to the wage prescribed in clause 3 (1), or to the wage agreed upon in terms of subclause (5) (a) where such wage is higher than that prescribed in clause 3 (1).

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

10. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall supply and maintain in good condition, free of charge, any uniform, overall, gumboots or other protective overclothing 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 overclothing shall remain the property of the employer.

(2) An employer shall in wet weather supply to his employee engaged in delivery services a water-proof cape or other form of protection, which shall remain the property of the employer.

11. PROHIBITION OF EMPLOYMENT

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

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

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

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

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

Provided that this shall not affect—

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

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

(ac) 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 werkgever hom betaal in plaas van kennis te gee, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

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

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

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

(aa) verlof ooreenkomstig klousule 6;

(ab) militêre diens;

(ii) daar nie kennis gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 of afwesigheid as gevolg van ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b);

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

13. LOGBOEK

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

LOGBOEK

Naam van werkgever
 Naam van drywer
 Datum Registrasienommer van die voertuig
 Tyd waarop werk begin het h
 Tyd waarop werk opgehou het h
 Getal ure gewerk
 Etenspouse van h tot h
 Besonderhede van enige ongeluk of vertraging
 Naam/name van werknemer(s) wat drywer vergesel het

Handtekening van drywer

Datum 19.....

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

(3) Elke werkgever hou die kopie van die log wat ingevolge subklousule (2) by hom ingedien is, vir 'n tydperk van minstens drie jaar ná sodanige indiening.

(4) Subklousules (1), (2) en (3) is nie van toepassing nie ten opsigte van 'n voertuig wat toegerus is met 'n meganiese toestel wat die begin- en stilhouste vir die hele tydperk waartydens die voertuig gedryf word, asook die getal kilometers afgelê, outomaties aanteken: Met dien verstande dat—

(i) die werkgever 'n register hou wat, volledig deurlopend, die name van die drywers van sodanige voertuig en die tye waartydens elke drywer in beheer van die voertuig was, toon;

(ii) genoemde register die registrasienommer van die voertuig toon; en

(iii) genoemde register deur elke drywer geteken word om die tyd waarop hy beheer oor die voertuig neem en die tyd waarop hy ophou om in beheer van die voertuig te wees, te bevestig.

(5) 'n Werkgever hou die register bedoel in subklousule (4) vir 'n tydperk van minstens drie jaar ná die datum van die laaste inskrywing daarin of daarop.

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

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

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

(aa) leave granted in terms of clause 6;

(ab) 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 (5) (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 provision of this determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, the employee shall for the purposes of clause (6) (5) be deemed to have paid the employer in lieu of notice.

13. LOG-BOOK

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

LOG-BOOK

Name of employer
 Name of driver
 Date Registration number of vehicle
 Time of starting work h
 Time of finishing work h
 Number of hours worked
 Meal intervals from h to h
 Particulars of any accident or delay

 Name(s) of employee(s) who accompanied 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 log which has, in terms of subclause (2), been delivered to him, for a period of at least three years subsequent to such delivery.

(4) Subclauses (1), (2) and (3) shall not apply in respect of a vehicle that is equipped with a mechanical device which automatically records the starting and stopping times for the total period during which the vehicle is driven, as well as the number of kilometres covered: Provided that—

(i) the employer keeps a register in which is recorded, fully and continuously, the names of the drivers of such vehicle and the times during which each driver was in charge of the vehicle;

(ii) the said register shows the registration number of the vehicle; and

(iii) the said register is signed by each driver so as to confirm the time at which he takes charge of the vehicle and the time at which he ceases to be in charge of the vehicle.

(5) An employer shall retain the register referred to in subclause (4) for a period of not less than three years after the date of the last entry therein or thereon.

14. BYWONINGSREGISTER

(1) Elke wergever moet in sy bedryfsinrigting 'n bywoningsregister so na as doenlik in die onderstaande vorm verskaf, 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 (3) (a) (i) tot (vi) van die werknemer vereis word, en dit onderteken:

14. 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 is unable to read and write, his employer shall on his behalf for each day worked and for that day make the necessary entries required in terms of subclause 3 (a) (i) to (vi), 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.....		Tyd waarop werk 'n aanvang neem	Ruspouses				Tyd waarop werk gestaak word	Oortyd gewerk		Totale getal ure gewerk		Handtekening	Deur werknemer	Deur werkgewer as werknemer afwesig was. Redes vir sy afwesigheid (moet deur werkgewer geteken word)	Deur inspekteur
Datum	Dag van week		Van diens af	Op diens	Van diens af	Op diens		Van af	Tot	Elke dag	Elke week				
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
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22															
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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 employee	By employer, if employee was absent. Reasons for his absence (to be signed by employer)	By inspector
Date	Day of week		Off	On	Off	On		From	To	Each day	Each week				
1															
2															
3															
4															
5															
6															
7															
8															
9															
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31															

Note.—Under headings "Off" and "On" in column referring to "Intervals" insert time when interval commences and time when work is resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

(2) 'n Werkgever kan in plaas van 'n bywoningsregister 'n semi-outomatiese tydtoestel tesame met die nodige kaarte verskaf, wat so na as doenlik in die onderstaande vorm is en aan elke werknemer so 'n kaart verskaf wat die naam of nommer van die werknemer en die datum waarop die week eindig ten opsigte waarvan dit gebruik word, toon:

No. Naam
Week geëindig op 19.....

(2) An employer may, instead of an attendance register, provide a semi-automatic time recorder together with the necessary cards, which shall be as nearly as practicable in the following form, and supply to each employee such a card indicating the name or number of the employee and the date of termination of the week in respect of which it is to be used:

No. Name
Week ended 19.....

Dag	In	Uit	In	Uit	Totale getal ure
Sondag.....	..h..	..h..	..h..	..h..	..h..
Maandag.....	..h..	..h..	..h..	..h..	..h..
Dinsdag.....	..h..	..h..	..h..	..h..	..h..
Woensdag.....	..h..	..h..	..h..	..h..	..h..
Donderdag.....	..h..	..h..	..h..	..h..	..h..
Vrydag.....	..h..	..h..	..h..	..h..	..h..
Saterdag.....	..h..	..h..	..h..	..h..	..h..

(3) 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—

(a) in die bywoningsregister wat ingevolge subklousule (1) verskaf word, met ink of inktlood inskryf:

- (i) Die dag van die week;
- (ii) die tydstop waarop hy begin werk het;
- (iii) die aanvangs- en aflooptyd van elke etens- of ander pouse wat nie as gewone werkure gereken kan word nie;
- (iv) die aflooptyd van sy werk vir dié dag;
- (v) die aanvangs- en aflooptyd van oortyd op dié dag gewerk;
- (vi) die totale getal ure gewerk op dié dag;
- (vii) sy handtekening;

(b) in 'n bedryfsinrigting waarin 'n semi-outomatiese tydoestel verskaf word, inskrywings deur middel van sodanige toestel op 'n kaart maak wat ingevolge subklousule (2) verskaf word om aan te toon:

- (i) Die tydstop waarop hy begin werk het;
- (ii) die tydstop waarop elke etens- of ander pouse wat nie as gewone werkure gereken kan word nie, 'n aanvang neem en eindig; en
- (iii) die aflooptyd van sy werk vir die dag.

(4) 'n Werkgewer moet die bywoningsregister waarna in subklousule (1) verwys word, of kaarte waarna in subklousule (2) 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—

- (a) 'n werknemer in die voorbehoudbepaling van klousule 5 (1) (d) genoem;
- (b) 'n drywer.

15. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgewer by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenslik in die volgende vorm is en 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 week- of maandloon van die werknemer op die datum van sodanige beëindiging vermeld word:

DIENSSERTIFIKAAT

Ek
 wat die Melkverspreidingsbedryf beoefen te
 verklaar hierby dat
 in my diens was van die dag van 19.....
 tot die dag van 19.....
 in die hoedanigheid van (*)
 By diensbeëindiging was die werknemer se loon rand
 sent per week/maand.

Handtekening van werkgewer of
 gemagtigde verteenwoordiger

Datum

(*) Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. afleweringswerknemer, algemene werker, klerk.

Day	In	Out	In	Out	Total number of hours
Sunday.....	..h..	..h..	..h..	..h..	..h..
Monday.....	..h..	..h..	..h..	..h..	..h..
Tuesday.....	..h..	..h..	..h..	..h..	..h..
Wednesday.....	..h..	..h..	..h..	..h..	..h..
Thursday.....	..h..	..h..	..h..	..h..	..h..
Friday.....	..h..	..h..	..h..	..h..	..h..
Saturday.....	..h..	..h..	..h..	..h..	..h..

(3) Unless prevented from doing so by an unavoidable cause, every employee shall in respect of each day worked by him and on that day—

(a) record in ink or indelible pencil in the attendance register provided in terms of subclause (1):

- (i) The day of the week;
- (ii) the time he commenced work;
- (iii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;
- (iv) the time of finishing work for the day;
- (v) the time of commencement and termination of overtime worked for the day;
- (vi) the total number of hours worked for the day;
- (vii) his signature;

(b) in an establishment where a semi-automatic time recorder is provided, make an entry by means of such recorder on a card supplied in terms of subclause (2) to show the following:

- (i) The time he commenced work;
- (ii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work; and
- (iii) the time of finishing work for the day.

(4) An employer shall retain the attendance register referred to in subclause (1) or the cards referred to in subclause (2), 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) an employee referred to in the proviso to clause 5 (1) (d);
- (b) a driver.

15. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the grounds of desertion or where the employee is a casual employee, the employee 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 the employee, the class of the employee, the date of commencement and the date of termination of the contract and the weekly or monthly wage of the employee on the date of such termination:

CERTIFICATE OF SERVICE

I
 carrying on the Milk Distribution Trade at
 hereby certify that
 was employed by me from the day of 19.....
 to the day of 19.....
 in the capacity of (*)
 At the termination of employment the employee's wage was
 rand cents per week/month.

Signature of employer or authorised
 representative

Date

(*) State the class in which the employee was exclusively or mainly employed, e.g. delivery worker, general worker, clerk.

No. R. 1746

20 Augustus 1982

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

MELKVERSPREIDINGSBEDRYF, 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 Melkverspreidingsbedryf, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R. 1745 van 20 Augustus 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.

No. R. 1747

20 Augustus 1982

LOONWET, 1957

WYSIGING VAN LOONVASSTELLING 379.—ONGESKOOLDE ARBEID, SEKERE NATALSE GEBIEDE

Ek, Stephanus Petrus Botha, Minister van Mannekrag, wysig hierby kragtens artikel 15 (6) van die Loonwet, 1957, Loonvasstelling 379, Ongeskoolde Arbeid, Sekere Natalse Gebiede, gepubliseer by Goewermentskennisgewing R. 411 van 9 Maart 1979, soos gewysig by Goewermentskennisgewings R. 2218 van 23 Oktober 1981 en R. 653 van 8 April 1982, ooreenkomstig die Bylae hiervan en bepaal 1 September 1982 as die datum waarop genoemde wysiging bindend word.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

Skrap klousule 1 (2).

No. R. 1748

20 Augustus 1982

LOONWET, 1957

WYSIGING VAN LOONVASSTELLING 380.—ONGESKOOLDE ARBEID, SEKERE GEBIEDE IN OOS-KAAPLAND

Ek, Stephanus Petrus Botha, Minister van Mannekrag, wysig hierby kragtens artikel 15 (6) van die Loonwet, 1957, Loonvasstelling 380, Ongeskoolde Arbeid, Sekere Gebiede in Oos-Kaapland, gepubliseer by Goewermentskennisgewing R. 413 van 9 Maart 1979, soos gewysig by Goewermentskennisgewings R. 2219 van 23 Oktober 1981 en R. 654 van 8 April 1982, ooreenkomstig die Bylae hiervan en bepaal 1 September 1982 as die datum waarop genoemde wysiging bindend word.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

Skrap klousule 1 (1).

No. R. 1746

20 August 1982

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

MILK DISTRIBUTION TRADE, 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 Milk Distribution Trade, Certain Areas, published under Government Notice R. 1745 of 20 August 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.

No. R. 1747

20 August 1982

WAGE ACT, 1957

AMENDMENT OF WAGE DETERMINATION 379.—
UNSKILLED LABOUR, CERTAIN NATAL AREAS

I, Stephanus Petrus Botha, Minister of Manpower, hereby, in terms of section 15 (6) of the Wage Act, 1957, amend Wage Determination 379, Unskilled Labour, Certain Natal Areas, published under Government Notice R. 411 of 9 March 1979, as amended by Government Notices R. 2218 of 23 October 1981 and R. 653 of 8 April 1982, in accordance with the Schedule hereto and fix 1 September 1982 as the date from which the said amendment shall be binding.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

Delete clause 1 (6).

No. R. 1748

20 August 1982

WAGE ACT, 1957

AMENDMENT OF WAGE DETERMINATION 380.—
UNSKILLED LABOUR, CERTAIN AREAS IN THE
EASTERN CAPE

I, Stephanus Petrus Botha, Minister of Manpower, hereby, in terms of section 15 (6) of the Wage Act, 1957, amend Wage Determination 380, Unskilled Labour, Certain Areas in the Eastern Cape, published under Government Notice R. 413 of 9 March 1979, as amended by Government Notices R. 2219 of 23 October 1981 and R. 654 of 8 April 1982, in accordance with the Schedule hereto and fix 1 September 1982 as the date from which the said amendment shall be binding.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

Delete clause 1 (4).

No. R. 1749

20 Augustus 1982

LOONWET, 1957

WYSIGING VAN LOONVASSTELLING 381.—ONGESKOOLDE ARBEID, SEKERE ORANJE-VRYSTAATSE GEBIEDE EN KIMBERLEY

Ek, Stephanus Petrus Botha, Minister van Mannekrag, wysig hierby kragtens artikel 15 (6) van die Loonwet, 1957, Loonvasstelling 381, Ongeskoolde Arbeid, Sekere Oranje-Vrystaatse Gebiede en Kimberley, gepubliseer by Goewermentskennisgewing R. 415 van 9 Maart 1979, soos gewysig by Goewermentskennisgewings R. 2220 van 23 Oktober 1981 en R. 655 van 8 April 1982, ooreenkomstig die Bylae hiervan en bepaal 1 September 1982 as die datum waarop genoemde wysiging bindend word.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

Skrap klousule 1 (2).

No. R. 1750

20 Augustus 1982

LOONWET, 1957

WYSIGING VAN LOONVASSTELLING 382.—ONGESKOOLDE ARBEID, SEKERE TRANSVAALSE GEBIEDE EN SASOLBURG

Ek, Stephanus Petrus Botha, Minister van Mannekrag, wysig hierby kragtens artikel 15 (6) van die Loonwet, 1957, Loonvasstelling 382, Ongeskoolde Arbeid, Sekere Transvaalse Gebiede en Sasolburg, gepubliseer by Goewermentskennisgewing R. 417 van 9 Maart 1979, soos gewysig by Goewermentskennisgewings R. 2221 van 23 Oktober 1981 en R. 656 van 8 April 1982, ooreenkomstig die Bylae hiervan en bepaal 1 September 1982 as die datum waarop genoemde wysiging bindend word.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

Skrap klousule 1 (1).

No. R. 1749

20 August 1982

WAGE ACT, 1957

AMENDMENT OF WAGE DETERMINATION 381.—UNSKILLED LABOUR, CERTAIN ORANGE FREE STATE AREAS AND KIMBERLEY

I, Stephanus Petrus Botha, Minister of Manpower, hereby, in terms of section 15 (6) of the Wage Act, 1957, amend Wage Determination 381, Unskilled Labour, Certain Orange Free State Areas and Kimberley, published under Government Notice R. 415 of 9 March 1979, as amended by Government Notices R. 2220 of 23 October 1981 and R. 655 of 8 April 1982, in accordance with the Schedule hereto and fix 1 September 1982 as the date from which the said amendment shall be binding.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

Delete clause 1 (6).

No. R. 1750

20 August 1982

WAGE ACT, 1957

AMENDMENT OF WAGE DETERMINATION 382.—UNSKILLED LABOUR, CERTAIN TRANSVAAL AREAS AND SASOLBURG

I, Stephanus Petrus Botha, Minister of Manpower, hereby, in terms of section 15 (6) of the Wage Act, 1957, amend Wage Determination 382, Unskilled Labour, Certain Transvaal Areas and Sasolburg, published under Government Notice R. 417 of 9 March 1979, as amended by Government Notices R. 2221 of 23 October 1981 and R. 656 of 8 April 1982, in accordance with the Schedule hereto and fix 1 September 1982 as the date from which the said amendment shall be binding.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

Delete clause 1 (2).

INHOUD

No.		Bladsy No.	Staats- koerant No.
Mannekrag, Departement van			
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