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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 549

23 Maart 1984

LOONWET, 1957

LOONVASSTELLING 432.—LAAGHOUTNYWERHEID, SEKERE GEBIEDE

In opdrag van die Minister van Mannekrag, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Laaghoutnywerheid, Sekere Gebiede, gemaak en die derde Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

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

Kaapprovinsie.—Die landdrostdistrikte Bellville, Die Kaap, Goodwood, Knysna, Port Elizabeth, Simonstad, Stellenbosch en Wynberg;

Natal.—Die landdrostdistrikte Camperdown, Durban, Pietermaritzburg en Pinetown;

Oranje-Vrystaat.—Die landdrostdistrik Sasolburg;

Transvaal.—Die landdrostdistrikte Alberton, Barberton, Benoni, Boksburg, Brakpan, Delmas, Ermelo, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Piet Retief, Pelgrimsrus, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria, Witrivier en Wonderboom.

(2) "Laaghoutnywerheid" beteken die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om een of meer van die volgende produkte te vervaardig, naamlik laaghout, finceerhout, gefineerde bord, gelamelleerde bord, blokkiesbord, spaanderbord of enige soortgelyke produk waarvan hout of bagasse die hoofbestanddeel vorm, en dit omvat alle werksaamhede wat met enigeen van voornoemde bedrywighede in verband staan of daaruit voortspuit.

950—A

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 549

23 March 1984

WAGE ACT, 1957

WAGE DETERMINATION 432.—PLYWOOD INDUSTRY, CERTAIN AREAS

By direction of the Minister of Manpower it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Plywood Industry, Certain Areas, and has fixed the third Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

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

Cape Province.—the Magisterial Districts of Bellville, Goodwood, Knysna, Port Elizabeth, Simon's Town, Stellenbosch, the Cape and Wynberg;

Natal.—the Magisterial Districts of Camperdown, Durban, Pietermaritzburg and Pinetown;

Orange Free State.—the Magisterial District of Sasolburg;

Transvaal.—the Magisterial Districts of Alberton, Barberton, Benoni, Boksburg, Brakpan, Delmas, Ermelo, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Piet Retief, Pilgrim's Rest, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria, White River and Wonderboom.

(2) "Plywood Industry" means the industry in which employers and employees are associated for the purpose of manufacturing any one or more of the following products, namely, plywood, veneers, veneered boards, laminated boards, block boards, chip boards or any similar product of which wood or bagasse forms the main component, and includes all operations incidental to or consequent on any of the aforesaid activities.

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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 doeleindes van hierdie vasstelling is 'n werknemer in die klas waarin hy uitsluitlik of hoofsaaklik werksaam is; voorts, tensy onbestaanbaar met die sinsverband, beteken—

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

- (a) Lym met 'n handkwas aanwend;
- (b) klaar geadresseerde etikette aan kassies, kartonne of ander houers aanbring;
- (c) op afleweringsvoertuie hulp verleen, uitgesonderd dryf of herstelwerk doen;
- (d) persele, masjinerie, gereedskap, gerei, implemente, voertuie of ander artikels skoonmaak;
- (e) fineerhout bymekaarmaak;
- (f) rantsoene gaarmaak of tee of soortgelyke drank maak of tee of ander verversings aan sy werkgewer of besoekers bedien (uitgesonderd soos vermeld in die omskrywings van eethuiskok en eethuistafelbediende);
- (g) tuinwerk;
- (h) goedere of artikels optel, dra, versit, opstapel of uitpak;
- (i) geboue of ander strukture afwit of met kleurkalk verf;
- (j) laai of aflaai;
- (k) vure maak, aan die gang hou of uitkrap of vullis of as verwyder;
- (l) beton met die hand meng;
- (m) krane of kleppe onder toesig oop- of toemaak;
- (n) sakke, kratte, kassies, bale, dromme, of pakkette oop- of toemaak;
- (o) 'n goederehysbak of handhystoestel of handpomp bedien of grepe aan stompe vasklamp om dit op te hys of te versit;
- (p) artikels van dieselfde grootte of getal in houers pak wat spesiaal ontwerp is om hulle te bevat;
- (q) 'n handvoertuig stoot of trek of 'n voetgangerbeheerde batteryvoertuig bedien;
- (r) fineerhout met die hand op- of afrol;
- (s) bande van laag- of fineerhout afhaal;
- (t) kratte of kassies met die hand heelmaak;
- (u) planke, bord of fineerhout volgens grootte sorteer;
- (v) bestanddele roer vir die maak van lym;
- (w) met die hand of 'n breekyster bas van stompe afstroop; (29)

(2) "ambagsman" 'n werknemer wat—

(a) 'n kontrak van vakleerlingskap voltooi het of geag word te voltooi het in 'n ambag wat ingevolge die Wet op Mannekragopleiding, 1981, aangewys is of geag word aangewys te wees, of wat die houer is van 'n sertifikaat wat deur die Registrateur van Mannekragopleiding aan hom uitgereik is of geag word uitgereik te wees en wat ambagsmanstatus ingevolge daardie Wet aan hom verleen, en enige ander werknemer wat werk doen wat normaalweg deur 'n ambagsman gedoen word, behalwe waar spesifiek anders bepaal word in hierdie vasstelling;

(b) 'n kragangedrewe saagslyp- of messlypmasjien opstel; (2)

(3) "ambagsmanshulp" 'n werknemer, uitgesonderd 'n vakleerling of 'n kwekeling, wat onder die leiding en algemene toesig van 'n ambagsman, laasgenoemde help met die uitvoering van take waarvoor opleiding as of die vaardigheid van 'n ambagsman nie vereis word nie; (3)

(4) "assistent-voorman" 'n werknemer wat onder die algemene toesig van 'n bestuurder of 'n voorman enige van die pligte van 'n voorman verrig en wat namens laasgenoemde in sy afwesigheid kan optree; (4)

(5) "bediener" 'n werknemer wat 'n kragmasjien bedien, daaroor toesig hou, dit aan- of afskakel, wat die werk wat die masjien doen noukeurig ondersoek of nagaan en wat die masjien kan stel, en het die uitdrukking "bedien" 'n ooreenstemmende betekenis; (49)

(6) "bediener van 'n hoofprospaneel" 'n werknemer in 'n spaanderboordfabriek wat onder algemene toesig die voer van materiaal deur produksiestadiums van 'n beheerpaneel af monitor en besonderhede van die materiaalvloei aanteken; (42)

(7) "bediener van 'n kragpers, klas I" 'n werknemer wat die oop- en toemaak, die temperatuur, druk en tydsiklusse van 'n kraggloeipers met meerdrukplate beheer en wat besonderhede van gedrukte artikels kan aanteken; (50)

(8) "bediener van 'n kragpers, klas II" 'n werknemer wat die oop- en toemaak, die temperatuur, druk en tydsiklusse van 'n kraggloeipers met enkelbo- en onderdrukplate beheer en wat besonderhede van gedrukte artikels kan aanteken; (51)

(9) "bediener van 'n kragpers, klas III" 'n werknemer wat die oop- en toemaak, druk en tydsiklusse van 'n kragpers beheer, uitgesonderd 'n kraggloeipers, en wat besonderhede van gedrukte artikels kan aanteken; (52)

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 in that class in which he is wholly or mainly engaged; further, unless inconsistent with the context—

(1) "apprentice" means an employee engaged in terms of a contract of apprenticeship registered or deemed to have been registered in terms of the Manpower Training Act, 1981, and includes an employee employed in a trade designate or deemed to have been designated in terms of that Act for a period prior to the registration of a contract of apprenticeship; (61)

(2) "artisan" means an employee who—

(a) has completed or is deemed to have complete 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 and 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 in this determination;

(b) is engaged in the setting up of a power-driven saw sharpening or knife grinding machine; (2)

(3) "artisan's aide" means an employee, other than an apprentice or a trainee, who under the direction and general supervision of an artisan, assists the latter in the performance of tasks which do not require the training as or skill of an artisan; (3)

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

(5) "boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler; (31)

(6) "canteen cook" means an employee who is engaged in cooking food or preparing meals in a canteen for employees; (23)

(7) "canteen waiter" means an employee who is engaged in setting table or serving employees in a canteen; (24)

(8) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (38)

(9) "chargehand" means an employee who, under the supervision of a foreman, assistant foreman, or supervisor, is in charge of a group of general workers and who may keep records of the work performed by them; (47)

(10) "chauffeur" means an employee other than a driver or a travelling representative's assistant, who is engaged in driving a motor vehicle which is intended for the conveyance of his employer, clients or visitors and which may be used for the conveyance of employees, documents or parcels; (17)

(11) "checker" means an employee who is engaged in any one or more of the following duties:

(a) Counting or measuring finished or partly finished products or recording particulars thereof;

(b) issuing tools, equipment or stores against written requisitions or receiving tools, equipment or stores, all under the supervision of a storeman;

(c) issuing petrol, oil or grease against written requisition and recording such issues; (45)

(12) "chip drier operator" means an employee who, under general supervision, controls the input, output and moisture levels through the drier, controls the level of material in storage silos and records particulars of temperature, moisture content, storage silo levels and feed rates; (11)

(13) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, despatch clerk, storeman, telephone switchboard operator or any office machine operator but does not include a factory clerk or any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a part of such employee's work; (32)

(14) "commission work" means any system under which a travelling representative's remuneration is calculated on the value of the sales effected by him or on the number of orders submitted by him to and accepted by his employer; (33)

(15) "continuous process worker" means an employee who is engaged in the performance of a duty in respect of an activity in which continuous working by means of three consecutive shifts per day on seven days per week is necessary; (19)

(10) "bediener van 'n meerkoppige breëbandskuurmasjien" 'n werknemer wat die finale afwerking en gradering van spaanderbordpaneel doen, die masjien vir skuurdiktes stel, skuurbande vervang en besonderhede van die klaar produk en produkte gehalte aanteken; (48)

(11) "bediener van 'n spaanderdroër" 'n werknemer wat, onder algemene toesig, die inset-, produksie- en vogpeile in die droogmasjien kontroleer, wat die materiaalpeil in die opgaarkuile kontroleer en besonderhede omtrent die temperatuur, voginhoud, voorraadkuilpeil en voertempo aanteken; (12)

(12) "bediener van 'n vormstasie" 'n werknemer wat onder algemene toesig die gehalte van die spaanderspreiding en die deurlopendheid van die materiaalvloei deur die vormstasie nagaan en vooraf bepaalde regstellings aan die masjien maak; (28)

(13) "bedryfsinrigting" 'n perseel of gedeelte daarvan waarop of in verband waarmee een of meer werknemers in dié nywerheid in diens is; (20)

(14) "bestuurder" 'n werknemer wat deur sy werkgever belas is met die algehele toesig oor, verantwoordelikheid vir en leiding van die werksaamhede van 'n bedryfsinrigting of afdeling van 'n bedryfsinrigting en die werknemers wat daarin werk; (43)

(15) "bruto kombinasie-massa", met betrekking tot 'n motorvoertuig, sy bruto voertuigmasse tesame met die massa, met wag, van 'n sleepwa of leunwa wat deur sodanige motorvoertuig getrek word, soos gespesifiseer deur die vervaardiger of, indien daar nie so 'n spesifikasie is nie, soos bepaal deur die betrokke registrasie-owerheid; (34)

(16) "bruto voertuigmasse", met betrekking tot 'n motorvoertuig of 'n sleepwa, die maksimum massa van sodanige voertuig of sleepwa en sy wag soos gespesifiseer deur die vervaardiger of, indien daar nie so 'n spesifikasie is nie, soos bepaal deur die betrokke registrasie-owerheid; (35)

(17) "chauffeur" 'n werknemer (uitgesonderd 'n drywer of 'n reisende verteenwoordiger se assistent) wat 'n motorvoertuig dryf wat vir die vervoer van sy werkgever, klante of besoekers bedoel is en waarmee ook werknemers, dokumente of pakkette vervoer kan word; (10)

(18) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat, in die geval van 'n deurlopendeproseswerker of 'n skofwerker, dit beteken 'n tydperk van 24 uur gereken vanaf die tydstop waarop so 'n werknemer begin werk; (16)

(19) "deurlopendeproseswerker" 'n werknemer wat 'n plig verrig, ten opsigte van 'n aktiwiteit waarin daar deur middel van drie opeenvolgende skofte per dag op sewe dae van die week deurlopend gewerk moet word; (15)

(20) "drywer" 'n werknemer, uitgesonderd 'n chauffeur of 'n reisende verteenwoordiger se assistent, wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordomskriving omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die wag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf; (18)

(21) "eerstehulpbediener" 'n werknemer wat 'n eerstehulpbediener help met die uitvoering van sy pligte, wat namens laasgenoemde kan optree in sy afwesigheid en wat die houër is van 'n geldige sertifikaat van bevoegdheid in eerstehulp, uitgereik deur—

(a) die Rooikruisvereniging van Suid-Afrika;

(b) die St John Ambulance Association; of

(c) die Suid-Afrikaanse Noodhulpplig; (25)

(22) "eerstehulpbediener" 'n werknemer wat in beheer is van 'n eerstehulpkamer of siekeboeg en wat die houër is van 'n geldige sertifikaat van bevoegdheid in eerstehulp, uitgereik deur—

(a) die Rooikruisvereniging van Suid-Afrika;

(b) die St John Ambulance Association; of

(c) die Suid-Afrikaanse Noodhulpplig;

en wat minder ernstige wonde of beserings verbind en wat rekord kan hou van die name van werknemers wat behandel is of deur 'n mediese praktisyen behandel moet word, die aard van die besering en die behandeling wat gegee is; (26)

(23) "eethuiskok" 'n werknemer wat in 'n eethuis vir werknemers kos kook of etes voorberei; (6)

(24) "eethuistafelbediende" 'n werknemer wat in 'n eethuis die tafels dek of werknemers bedien; (7)

(25) "ekstra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmasse of die bruto kombinasie-masse meer as 16 000 kg is; (22)

(16) "day" means the period of 24 hours from midnight to midnight: Provided that in the case of a continuous process worker or as shift worker it shall mean a period of 24 hours reckoned from the time such an employee commences work; (18)

(17) "despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, mass-measuring, packing marking, addressing or despatching of goods or packages; (63)

(18) "driver" means an employee, other than a chauffeur or a travelling representative's assistant, who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent on work connected with the vehicle or the load and all periods during which such employee is obliged to remain at his post in readiness to drive; (20)

(19) "emergency work" means—

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

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

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

(i) ships;

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

(iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Transport Services; (46)

(20) "establishment" means any premises or part thereof in or in connection with which one or more employees are employed in this industry; (13)

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

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

(b) a travelling representative, the total period or periods of employment which an employee has had as a travelling representative, in any industry or trade;

(c) any other class of employee, the total period or periods of employment which an employee has had in his class in this industry; (48)

(22) "extra heavy motor vehicle" means a motor vehicle the gross vehicle mass or the gross combination mass of which exceeds 16 000 kg; (25)

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

(a) Assembling orders for despatch under the supervision of a despatch clerk;

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

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

(d) copying factory documents by hand;

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

(f) interpreting or translating languages spoken by Black or Asian employees and who may record statements;

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

(h) operating an adding machine in the course of his duties;

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

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

(k) recording particulars of annual or sick leave;

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

(m) scheduling production figures;

(26) "fabrieksdrywer" 'n werknemer wat 'n mobiele kragvoertuig of hystoestel (uitgesonderd 'n voetgangerbeheerde batteryvoertuig) dryf of bedien wat by die laai, aflaai, versit of opstapel van goedere in 'n bedryfsinrigting gebruik word, met inbegrip van 'n spoorlyn kruis; (24)

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

(a) Bestellings vir versending bymekaarmaak onder toesig van 'n versendingsklerk;

(b) aanwesighedsrekords nagaan of besonderhede aanteken van werknemers wat by die werk of afwesig is of van die tyd wat werknemers aan ander take bestee;

(c) besonderhede van goedere wat ontvang of uitgereik word, nagaan of aanteken of voorraadrekords hou;

(d) fabrieksdokumente met die hand kopieer;

(e) fabrieksdokumente liasseer, sorteer of anders hanteer;

(f) tale wat deur Swart of Asiërwerknemers gepraat word, tolk of vertaal en verklarings kan afneem;

(g) goedere massameet en besonderhede daarvan aanteken;

(h) 'n optelmasjien in die loop van sy pligte bedien;

(i) loon- of tydkaarte opstel of stukwerkverdiensies aanteken vir latere gebruik deur 'n klerk;

(j) lotnommers, inhoud of verwysingsnommers van houers wat gevul of versend is, aanteken;

(k) besonderhede van jaarlikse of siekteverlof aanteken;

(l) die indiensneming, ontslag of bedanking van werknemers aanteken, met inbegrip van die maak van die nodige inskrywings in die werknemers se persoonlike lêers of dokumente, of dienssertifikate opstel of passe uitreik;

(m) produksiesyfers skeduleer;

(n) kaartjies of etikette stempel of uitskryf;

(o) toesig hou oor die laai of aflaai van goedere;

(p) besendings- of afleweringnotas of verpakkingstrokies uitskryf; (23)

(28) "faktotum" 'n werknemer, uitgesonderd 'n vakleerling, ambagsmanshulp of kwekeling, wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, en wat ook kleinere herstelwerk of opknappings aan geboue kan doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (36)

(29) "fineerpas" 'n werknemer wat fineerhout met die hand volgens spesiale ontwerpe sny en pas; (70)

(30) "gekwalfiseer", met betrekking tot 'n werknemer, dat die ondervinding van 'n werknemer van sy klas hom geregtig maak op die hoogste loonkoers wat vir daardie klas voorgeskryf word, en omgekeerd, beteken "ongekwalfiseer" dat sy ondervinding in sy klas hom nie op sodanige hoogste loonkoers geregtig maak nie; (57)

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

(32) "klerk" 'n werknemer wat skryf-, tik- of liasseerwerk of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, versendingsklerk, magasynman, telefoonskakelbordoperateur of enige kantoorbediener maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se werk; (13)

(33) "kommissiewerk" enige stelsel waarvolgens 'n reisende verteenwoordiger se besoldiging bereken word volgens die waarde van sy verkope of volgens die aantal bestellings wat deur hom ingedien en deur sy werkgewer aanvaar is; (14)

(34) "korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n slappe in die bedryf, 'n tekort aan grondstowwe of vervoer, die wisselvallighede van die weer, 'n onklaarraking van installasie of masjinerie of omdat die geboue onbruikbaar is of dreig om dit te word; (62)

(35) "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 ingevolge daardie Wet; (67)

(36) "Laaghoutnywerheid"—kyk klousule 1 (2); (56)

(n) stamping or writing tickets or labels;

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

(p) writing out consignment or delivery notes or packing slips; (27)

(24) "factory driver" means an employee who is engaged in driving or operating a power-driven vehicle or mobile hoist (other than a pedestrian controlled battery-driven vehicle) used in the loading, unloading, moving or stacking of goods within an establishment, including the crossing of a railway track; (26)

(25) "first-aid assistant" means an employee who assists a first-aid attendant in the performance of his duties, who may act for the latter during his absence and who holds a current certificate of competency in first-aid issued by—

(a) the South African Red Cross Society;

(b) the St John Ambulance Association; or

(c) the Suid-Afrikaanse Noodhulpiga; (21)

(26) "first-aid attendant" means an employee who is in charge of a first-aid room or sick bay, and who holds a current certificate of competency in first-aid issued by—

(a) the South African Red Cross Society;

(b) the St John Ambulance Association; or

(c) the Suid-Afrikaanse Noodhulpiga;

and who is engaged in dressing minor wounds or injuries and who may keep records to show the names of employees treated or requiring treatment by a medical practitioner, the nature of the injury and the treatment given; (22)

(27) "foreman" means an employee, who is in charge of the employees in an establishment or a department of an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (66)

(28) "forming station operator" means an employee who, under general supervision, checks the quality of the spreading of chips, the continuity of material flow through the forming station and makes pre-selected adjustments to the machine; (12)

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

(a) Applying glue by hand brush;

(b) affixing ready addressed labels to boxes, cartons or other containers;

(c) assisting on delivery vehicles other than driving or effecting repairs;

(d) cleaning premises, machinery, tools, utensils, implements, vehicles or other articles;

(e) collecting veneers;

(f) cooking rations or making tea or similar beverages or serving tea or other refreshments to his employer or visitors (except as referred to in the definitions of canteen cook and canteen waiter);

(g) gardening work;

(h) lifting, carrying, moving, stacking or unpacking goods or articles;

(i) lime-washing or colour-washing buildings or other structures;

(j) loading or unloading;

(k) making, maintaining or drawing fires or removing refuse or ashes;

(l) mixing concrete by hand;

(m) opening or closing cocks or valves under supervision;

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

(o) operating a goods lift or hand hoist or hand pump or putting grips on logs for hoisting or moving them;

(p) packing articles of uniform size or number into receptacles specially made to contain them;

(q) pushing or pulling any manually propelled vehicle, or operating a pedestrian controlled battery-driven vehicle;

(r) reeling or unreeling veneers by hand;

(s) removing tape from plywood or veneers;

(t) repairing crates or boxes by hand;

(u) sorting planks, boards or veneers according to size;

(37) "loon" die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken, maar hierdie voorbehoudsbepaling mag nie so uitgelê word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; en het "gewone loon" en "weekloon" ooreenstemmende betekenisse; (71)

(38) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (8)

(39) "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 of oop voorraadwerf te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n magasyn of pakhuis of oop voorraadwerf aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending te lewer; (63)

(40) "masjienoppasser" 'n werknemer wat 'n kragmasjien dophou en versorg en dit by die masjienbediener aanmeld wanneer sodanige masjien foutief funksioneer of gaan staan, en wat—

(a) die invoer in sodanige masjien kan aanskakel of stop, insluitende die aanskakel of stop van 'n selfstandige kragvoerder;

(b) met die hand in sodanige masjien kan voer of daarvan kan afhaal;

(c) die masjien kan stop as dit foutief funksioneer wanneer die masjienbediener buite bereik is;

maar wat die masjien nie mag aanskakel, heraanakel of verstel nie, (uitgesonderd vooraf bepaalde verstellings wat deel uitmaak van die werking van die masjien), behalwe in regstreekse opdrag van die masjienbediener; (41)

(41) "massa-aantekenaar" 'n werknemer wat artikels massameet en die massa van sulke artikels aanteken; (44)

(42) "medium motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa meer as 3 500 kg is maar nie meer as 9 000 kg is nie; (45)

(43) "militêre opleiding" enige tydperk van opleiding of diens ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957); (46)

(44) "motorvoertuig" enige selfaangedrewe voertuig met 'n silinderinhoud van meer as 100 cm³ wat gebruik word vir die vervoer van goedere, uitgesonderd 'n reisende verteenwoordiger se monsters, en sluit dit in 'n voorhaker, 'n twee- of driewiel-motorfiets, bromponie of gemotoriseerde fiets en 'n trekker, maar sluit dit nie 'n voertuig of hystoel wat deur 'n fabrieksdrywer gedryf of bedien word, in nie; (47)

(45) "nasiener" 'n werknemer wat een of meer van die volgende pligte verrig:

(a) Voltooië of gedeeltelik voltooië produkte tel of meet of besonderhede in verband daarmee aanteken;

(b) onder toesig van 'n magasynman gereedskap, uitrusting of voorrade uitreik wanneer dit skriftelik aangevra word, of gereedskap, uitrusting of voorrade in ontvangs neem;

(c) petrol, olie of ghries uitreik wanneer dit skriftelik aangevra word, en sodanige uitreikings aanteken; (11)

(46) "noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, sabotasie, nywerheidsnors, diefstal, onderbreking in kragtoevoer, 'n onklaarraking van installasie of masjinerie of geboue wat onbruikbaar is of dreig om dit te word, sonder versuim gedoen moet word;

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

(c) enige werk in verband met die laai of aflaai van—

(i) skepe;

(ii) spoorwaens of voertuie van die Suid-Afrikaanse vervoerdienste;

(iii) voertuie wat deur 'n vervoerkontraakteur gebruik word by die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Vervoerdienste; (19)

(47) "onderbaas" 'n werknemer wat, onder die toesig van 'n voorman, assistent-voorman of toesighouer, aan die hoof staan van 'n groep algemene werkers en wat rekord kan hou van die werk wat hulle doen; (9)

(v) stirring ingredients in the making of glue;

(w) stripping bark off logs by hand or jemmy; (1)

(30) "grade I employee" means an employee engaged in any one or more of the following capacities:

(a) Chip drier operator;

(b) crane driver;

(c) multi-head widebelt sander operator;

(d) operator of a power-driven press, class I;

(e) saw sharpener;

(f) veneer matcher;

(g) operator of any one or more of the following machines:

(i) Double or triple drum sander;

(ii) knife grinder;

(iii) router;

(iv) scraper;

(v) spindle;

(vi) veneer lathe;

(vii) veneer slicer; (69)

(31) "grade II employee" means an employee engaged in any one or more of the following capacities:

(a) Factory driver;

(b) first-aid attendant;

(c) operator of a power-driven press, class II;

(d) operator of any one or both of the following machines:

(i) Jig saw;

(ii) widebelt sander (other than a multi-head widebelt sander); (70)

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

(a) Belt or bobbin sanding;

(b) boiler attendant;

(c) checker;

(d) first-aid assistant;

(e) forming station operator;

(f) knife grinding attendant;

(g) machine minder;

(h) operator of a power-driven press, class III;

(i) painting machines, fittings or traffic lines or warning signs;

(j) saw sharpening attendant;

(k) operator of any one or more of the following machines:

(i) Brusher or buffer;

(ii) chain saw;

(iii) horizontal log band saw;

(iv) mat former;

(v) squaring saw;

(vi) thicknesser, planer or moulder; (71)

(33) "grade IV employee" means an employee who is engaged in any one or more of the following capacities or duties:

(a) Applying tapes by hand;

(b) assembling frames and cores for hollow type block panels;

(c) assembling or wiring boxes by hand;

(d) assisting an artisan or an artisan's aide by holding articles or tools or otherwise working with him other than by the independent use of tools;

(e) canteen cook;

(f) canteen waiter;

(g) changing, removing or replacing wheels, tyres, tubes of motor vehicles, wheel barrows or other vehicles or inflating or repairing tubes;

(h) clamping presses by hand or compressed air;

(i) collecting or delivering letters, messages or goods on foot or by means of a bicycle, tricycle or manually propelled vehicle or by means of a two- or three-wheeled motor cycle, motorscooter or auto-cycle with an engine capacity of not more than 100 cm³;

(j) cutting ends of lippings or strips by handtools;

(k) cutting to length and joining together ends of sanding machine belts;

(48) "ondervinding", met betrekking tot—

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

(b) 'n reisende verteenwoordiger, die totale tydperk of tydperke wat 'n werknemer as 'n reisende verteenwoordiger in enige nywerheid of bedryf werksaam was;

(c) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in dié nywerheid werksaam was; (21)

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

(a) 'n deurlopende proseswerker gedurende sy vrye tyd in klousule 5 (2) voorgeskryf, vir sy werk-gewer werk nie;

(b) enige werknemer op 'n Sondag vir sy werk-gewer werk nie; (53)

(50) 'n "plaaslike owerheid" enige dorpsraad, stadsraad, munisipale raad, dorpsbestuursraad, afdelingsraad of enige soortgelyke instelling of liggaam bedoel in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961); (40)

(51) "reisende verteenwoordiger" 'n werknemer wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting namens sodanige inrigting bestellings vra, werf of opneem; (68)

(52) "reisende verteenwoordiger se assistent" 'n werknemer wat 'n reisende verteenwoordiger vergesel en hom met die inpak, uitpak of vertoon van sy monsters help en wat die motorvoertuig kan dryf wat die reisende verteenwoordiger by die uitvoering van sy pligte gebruik; (69)

(53) "saagslyper" 'n werknemer wat sae sweissoldeer, uithol, slyp of aftop; (58)

(54) "sekuriteitswag" 'n werknemer wat vir een of meer van die volgende pligte in diens is:

(a) Goedere, voertuie of persone deursoek;

(b) oor wagte toesig hou of hulle beheer;

(c) die beweging van persone of voertuie deur kontrolepunte of hekke kontroleer of daarvoor verslag doen;

en van wie verlang kan word om enigeen van of al die pligte wat vir 'n wag voorgeskryf word, te verrig; (60)

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

(56) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie maar wat ontwerp of aangepas is om deur 'n motorvoertuig gesleep te word, en ook 'n leunwa; (66)

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

(58) "swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 9 000 kg is maar nie meer as 16 000 kg is nie; (37)

(59) "toesighouer" 'n werknemer wat in toesighoudende beheer is van 'n groep werknemers in 'n bedryfsinrigting of afdeling daarvan en wat daarvoor verantwoordelik is dat hulle hulle pligte doeltreffend verrig; (64)

(60) "trekker" 'n motorvoertuig, uitgesonderd 'n voorhaker, wat ontwerp of aangepas is hoofsaaklik om ander voertuie te sleep en nie om vrag te dra nie; (65)

(61) "vakleerling" 'n werknemer in diens kragtens 'n kontrak van vakleerlingskap wat geregistreer is of geag word geregistreer te wees ingevolge die Wet op Mannekragopleiding, 1981, en sluit dit 'n werknemer in wat in diens is in 'n ambag wat ingevolge daardie Wet aangewys is of geag word aangewys te wees vir 'n tydperk voor die registrasie van die kontrak van vakleerlingskap; (1)

(62) "verpakker" 'n werknemer, uitgesonderd 'n algemene werker, wat onder algemene toesig artikels in kratte of ander houers verpak vir vervoer of aflewering en wat sulke artikels kan massameet en kratte of ander houers kan opmaak; (54)

(63) "versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die byeenbring, nagaan, massameting, verpakking, merk, adresseer of versending van goedere of pakkette; (17)

(l) dipping or feeding timber or other articles into dyes, paints, preservations or other liquid solutions or removing such articles by hand or non-power driven devices;

(m) drilling holes by hand or machine;

(n) edge-planing veneers;

(o) examining or repairing by hand or machine, laminated or block board, plywood, veneers, cores or chipboard or recording particulars thereof;

(p) feeding a log shaver;

(q) feeding any automatic or semi-automatic machine, including stopping such machine;

(r) filling holes by hand or machine in laminated or block board, plywood, veneers or chip board;

(s) flushing down door lippings by machine;

(t) laying or stacking together glued or dry material ready for feeding into a press;

(u) laying out or marking veneers;

(v) marking, stencilling or bundling;

(w) mass-measuring, measuring or mixing ingredients for making glue;

(x) mass recorder;

(y) oiling or greasing machines, (other than motor vehicles);

(z) opening, closing, loading or unloading presses;

(aa) operating a chip mass-measurer;

(ab) packer;

(ac) sandpapering, (other than by double or triple sanding machine or belt or bobbin sanding or widebelt sanding);

(ad) stapling by compressed air;

(ae) veneer clipping;

(af) washing, ironing or mending overalls or other protective clothing;

(ag) operator of any one or more of the following machines:

(i) Automatic or semi-automatic veneer reeler;

(ii) cardboard cutter;

(iii) circular veneer-trimming saw;

(iv) continuous edger lipper;

(v) debarker;

(vi) disc sander;

(vii) duplicator;

(viii) electric hoist;

(ix) glue or chip mixer;

(x) log shaver;

(xi) lumber core composer;

(xii) radio frequency and clamping jig;

(xiii) rip saw;

(xiv) rough cross-cut saw;

(xv) stencil cutter;

(xvi) tapeless splicer;

(xvii) taper or gluer;

(xviii) trenching or grooving saw;

(xix) veneer bundler;

(xx) veneer edge gluer;

(xxi) veneer matching saw; (72)

(34) "gross combination mass", in relation to a motor vehicle, means its gross vehicle mass together with the mass, with load, of any trailer or semi-trailer, drawn by such motor vehicle, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (15)

(35) "gross vehicle mass", in relation to a motor vehicle or a trailer, means the maximum mass of such vehicle or trailer and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (16)

(36) "handyman" means an employee, other than an apprentice, artisan's aide or a trainee, who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings but who does not perform work normally done by an artisan; (28)

(64) "versorger van 'n messlypmasjien" 'n werknemer wat 'n outomatiese messlypmasjien versorg, aan- of afskakel en wat onder toesig van 'n ambagsman of bediener van 'n messlypmasjien die fynheidsgraaf kan stel of verstel; (38)

(65) "versorger van 'n saagslypmasjien" 'n werknemer wat toesig hou oor 'n outomatiese saagslypmasjien, dit aan- of afskakel en onder toesig van 'n ambagsman of 'n saagslyper die saag stel deur middel van 'n diktemeter; (59)

(66) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (27)

(67) "wag" 'n werknemer, uitgesonderd 'n sekuriteitswag, wat vir een of meer van die volgende pligte in diens is:

(a) Persele, geboue, strukture of ander roerende of onroerende eiendom bewaak, beskerm of patroleer;

(b) honde hanteer of beheer by die verrigting van enigeen of meer van die pligte in (a) bedoel; (72)

(68) "week", met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van daardie werknemer normaalweg val; (73)

(69) "werknemer graad I" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is:

(a) Bediener van 'n spaanderdroër;

(b) bediener van 'n hyskraan;

(c) bediener van 'n meerkoppige breëbandskuurmasjien;

(d) bediener van 'n kragpers, klas I;

(e) saagslyper;

(f) fineerpasjer;

(g) bediener van een of meer van die volgende masjiene:

(i) Twee- of drietromskuurder;

(ii) messlypmasjien;

(iii) verdieper;

(iv) skraeper;

(v) spil;

(vi) fineerdraaibank;

(vii) fineerskilmasjien; (30)

(70) "werknemer graad II" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is:

(a) Fabrieksdrywer;

(b) eerstehulpbediener;

(c) bediener van 'n kragpers, klas II;

(d) bediener van een of meer van die volgende masjiene:

(i) Uitsnysaag;

(ii) breëbandskuurmasjien (uitgesonderd 'n meerkoppige breëbandskuurmasjien); (31)

(71) "werknemer graad III" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende pligte verrig:

(a) Met 'n band of tol skuur;

(b) ketelbediener;

(c) bediener van 'n vormstasie;

(d) eerstehulpassistent;

(e) nasiener;

(f) versorger van 'n messlypmasjien;

(g) masjienoppasjer;

(h) bediener van 'n kragpers, klas III;

(i) masjiene, toebehore, verkeerslyne of waarskuwingstekens verf;

(j) versorger van 'n saagslypmasjien;

(k) bediener van enigeen of meer van die volgende masjiene:

(i) 'n Borsel- of poleermasjien;

(ii) 'n kettingsaag;

(iii) 'n horisontale blokbandsaag;

(iv) 'n matvormmasjien;

(v) 'n haaksnysaag;

(vi) 'n dikteskaaf-, skaaf- of lysmasjien; (32)

(72) "werknemer graad IV" 'n werknemer wat in een of meer van die volgende hoedanighede in diens is of een of meer van die volgende pligte verrig:

(a) Bande met die hand aansit;

(37) "heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 9 000 kg but not 16 000 kg; (58)

(38) "knife grinding attendant" means an employee who attends, starts or stops an automatic knife grinding machine and who, under the supervision of an artisan or operator of a knife grinding machine, may set or counter the gauge; (64)

(39) "law" includes the common law; (73)

(40) "local authority" means any borough council, city council, municipal council, village council, village management board, divisional council, 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); (50)

(41) "machine minder" means an employee who is engaged in watching and minding a power-driven machine and reports any malfunctioning or stopping of such machine to the machine operator, and who may—

(a) start or stop the feed into such machine, including the starting or stopping of an independent power-driven feeder;

(b) feed into or take off from such machine by hand;

(c) stop the machine in the event of its malfunctioning if the machine operator is beyond reach;

but who may not start, re-start or make any adjustment (other than preselected adjustments which form part of the functioning of the machine) except under the direct instruction of the machine operator; (40)

(42) "main process panel operator" means an employee in a chipboard factory who, under general supervision, monitors from a control panel the feed of material through stages of production and records particulars of the material flow; (6)

(43) "manager" means an employee who is charged by his employer with the overall supervision over, responsibility for and direction of the activities of an establishment or a department of an establishment and the employees engaged therein; (14)

(44) "mass-recorder" means an employee who is engaged in mass-measuring articles and recording the mass of such articles; (41)

(45) "medium motor vehicle" means a motor vehicle the gross vehicle mass or the gross combination mass of which exceeds 3 500 kg but not 9 000 kg; (42)

(46) "military training" means any period of training or service in terms of the Defence Act, 1957, (Act 44 of 1957); (43)

(47) "motor vehicle" means any self-propelled vehicle with an engine capacity exceeding 100 cm³, used for conveying goods, other than a travelling representative's samples, and includes a mechanical horse, a two- or three-wheeled motor cycle, motor scooter or autocycle and a tractor, but does not include any vehicle or hoist driven or operated by a factory driver; (44)

(48) "multi-head widebelt sander operator" means an employee who is engaged in the final finishing and grading of chipboard panels, adjusts the machine for sanding thicknesses, changes sanding belts and records particulars of the finished product and product quality; (10)

(49) "operator" means an employee who operates, attends, starts or stops a power-driven machine, who scrutinizes or checks the work done by the machine and who may make adjustments to the machine, and the expression "operating" has a corresponding meaning; (5)

(50) "operator of a power-driven press, class I" means an employee who is engaged in controlling the opening and closing, the temperature, pressures and time cycles of a hot processing power-driven press incorporating multi-plattens and who may record particulars of articles pressed; (7)

(51) "operator of a power-driven press, class II" means an employee who is engaged in controlling the opening and closing, the temperature, pressures and time cycles of a hot processing power-driven press with single top and bottom plattens and who may record particulars of articles pressed;

(52) "operator of a power-driven press, class III" means an employee who is engaged in controlling the opening and closing, pressures and time cycles of a power-driven press, (other than a hot processing power-driven press), and who may record particulars of articles pressed;

(53) "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—

(a) a continuous process worker works for his employer during his free period prescribed in clause 5 (2) (a);

- (b) rame en kerns vir holtipe blokpaneel monter;
- (c) kassies met die hand in mekaar sit of met draad vasmaak;
- (d) 'n ambagsman of 'n ambagsmanshulp help deur artikels of gereedskap vas te hou of op 'n ander manier met hom saam te werk, uitgesonderd deur die selfstandige gebruik van gereedskap;
- (e) eethuiskok;
- (f) eethuistafelbedienende;
- (g) wiele, buitebande en binnebande van motorvoertuie, kruitwaaers of ander voertuie omruil, verwyder of vervang of binnebande opblaas of regmaak;
- (h) perse met die hand of druklug vasklamp;
- (i) briewe, boodskappe of goedere te voet of met 'n fiets, driewiel of handvoertuig of deur middel van 'n twee- of driewiel-motorfiets, bromponie of gemotoriseerde fiets met 'n silinderinhoud van hoogstens 100 cm³ gaan haal of aflewer;
- (j) punte van inkepings of stroke met handgereedskap sny;
- (k) skuurmasjienbande volgens lengte sny en die punte daarvan las;
- (l) hout of ander artikels in kleurstof, verf, verduursamingsmiddels of ander vloeistofoplossings indompel of invoer of sulke artikels met die hand of handtoestel daaruit verwyder;
- (m) gate met die hand of 'n masjien boor;
- (n) fineerhoutrande skaaf;
- (o) lamel- of blokplanke, laaghout, fineerhout, kerns of spaanderbord ondersoek of met die hand of 'n masjien herstel of besonderhede daarvan aanteken;
- (p) 'n blokskaafmasjien voer;
- (q) enige outomatiese of halfoutomatiese masjien voer, en ook so 'n masjien afskakel;
- (r) gate in lamel- of blokplanke, laaghout, fineerhout of spaanderbord met die hand of 'n masjien vul;
- (s) deurinkepings met 'n masjien gelyk maak;
- (t) gelymde en droë materiaal saampak of opmekearstapel gereed om in 'n pers gevoer te word;
- (u) fineerhout regpak of merk;
- (v) merk, sjabloneer of in bondels opmaak;
- (w) bestanddele vir die maak van lym massameet, afmeet of meng;
- (x) massa-aantekenaar;
- (y) masjiene olie of smeer (uitgesonderd motorvoertuie);
- (z) perse oopmaak, toemaak, laai of ontlai;
- (aa) 'n spaandermassameter bedien;
- (ab) verpakker;
- (ac) met skuurpapier skuur, uitgesonderd met 'n twee- of drietrommskuurmasjien of 'n band- of tolskuurmasjien of 'n breëbandskuurmasjien;
- (ad) met druklug vaskram;
- (ae) fineerhout afknip;
- (af) oorpakke of ander beskermende klere was, stryk of heelmaak;
- (ag) bediener van een of meer van die volgende masjiene:
- (i) Outomatiese of halfoutomatiese fineerrolmasjien;
- (ii) kartonsnyer;
- (iii) sirkelsaag vir die afwerk van fineerhout;
- (iv) aaneenlopende kantineepmasjien;
- (v) ontbasmasjien;
- (vi) skryfskuurmasjien;
- (vii) afrolmasjien;
- (viii) elektriese hystoestel;
- (ix) lym- of spaandermengmasjien;
- (x) blokskaafmasjien;
- (xi) masjien vir die samestelling van timmerhoutkern;
- (xii) radiofrekwensie- en klampsetmaat;
- (xiii) kloofsaag;
- (xiv) ru-dwarssaagmasjien;
- (xv) sjabloonsnymasjien;
- (xvi) bandlose spalkmasjien;
- (xvii) band- of lymmasjien;
- (xviii) sloot- of groefsaag;
- (xix) fineersaambindmasjien;
- (xx) fineerrandlymmasjien;
- (xxi) fineerpassaag; (33)
- (73) "wet" ook die gemene reg; (39)

- (b) any employee works for his employer on a Sunday; (49)
- (54) "packer" means an employee, other than a general worker, who, under general supervision, is engaged in packing articles into crates or other receptacles for transport or delivery and who may mass-measure such articles and make up crates or other containers; (62)
- (55) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (55)
- (56) "Plywood Industry" — vide clause 1 (2); (36)
- (57) "qualified" in relation to an employee, means that the experience of an employee of his class entitles him to the highest wage rate prescribed for that class, and, conversely, "unqualified" means that his experience in his class does not entitle him to such highest rate; (30)
- (58) "saw sharpener" means an employee who is engaged in brazing, gulletting, sharpening or topping saws; (53)
- (59) "saw sharpening attendant" means an employee who attends, starts or stops an automatic saw sharpening machine and who, under the supervision of an artisan or a saw sharpener, trues the saw by means of a gauge; (65)
- (60) "security guard" means an employee who is engaged in any one or more of the following duties:
 - (a) Searching goods, vehicles or persons;
 - (b) supervising or controlling 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 one or all of the duties prescribed for a watchman; (54)
- (61) "shift worker" means an employee who is engaged on shift work in an activity in an establishment in which two or three consecutive shifts per day are worked on not more than six days per week; (55)
- (62) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials or transport, vagaries of the weather, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (34)
- (63) "storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or open stock yard or delivering goods from a store or warehouse or open stock yard to the consuming departments in an establishment or for despatch; (39)
- (64) "supervisor" means an employee who is in supervisory control of a group of employees in an establishment or section thereof and who is responsible for the efficient performance by them of their duties; (59)
- (65) "tractor" means a motor vehicle, other than a mechanical horse, designed or adapted mainly to pull other vehicles and not to carry any load; (60)
- (66) "trailer" means a vehicle which is not self-propelled but designed or adapted to be pulled by a motor vehicle, and includes a semi-trailer; (56)
- (67) "trainee" means an employee, other than an apprentice, to whom training is being provided in terms of the Manpower Training Act, 1981, in a trade designated or deemed to have been designated in terms of that Act; (35)
- (68) "travelling representative" means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits order on behalf of such establishment; (51)
- (69) "travelling representative's assistant" means an employee who accompanies a travelling representative and assists him in packing, unpacking or displaying his samples and who may drive the motor vehicle used by the travelling representative in the performance of his duties; (52)
- (70) "veneer matcher" means an employee who is engaged in cutting and fitting veneers by hand to special designs; (29)
- (71) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount, but this shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received had he not been employed on such a basis; and "ordinary wage" and "weekly wage" have corresponding meanings; (37)
- (72) "watchman" means an employee, other than a security guard, who is engaged in one or more of the following duties:
 - (a) Guarding, protecting or patrolling premises, buildings, structures or other fixed or movable property;
 - (b) handling or controlling dogs in the performance of any one or more of the duties referred to in (a); (67)
- (73) "week" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls. (68)

3. BESOLDIGING

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

(a) *Werknemers, uitgesonderd los werknemers.*—

3. REMUNERATION

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

(a) *Employees, other than casual employees.*—

	In die landdrosdistrikte Barberton, Ermelo, Piet Retief, Pelgrimsrus en Witrivier		In die landdrosdistrikte Camperdown en Knysna		In alle ander gebiede	
	(i)	(ii)	(i)	(ii)	(i)	(ii)
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Algemene werker	26,68	29,44	35,42	39,10	51,98	56,58
Ambagsman	82,80	91,54	109,94	121,44	161,00	175,26
Ambagsmanshulp—						
gedurende die eerste jaar ondervinding	35,88	39,56	47,84	52,90	70,38	76,36
daarna	41,40	45,54	54,74	60,72	80,50	87,40
Assistent-voorman	69,46	76,36	92,00	101,66	135,24	147,20
Bediener van 'n hoofprospaneel—						
gedurende die eerste jaar ondervinding	34,96	38,64	46,00	51,06	68,08	73,60
gedurende die tweede jaar ondervinding	49,68	54,74	65,32	72,68	96,14	104,88
daarna	64,40	70,84	84,64	93,84	124,66	135,70
Chauffeur	33,12	36,80	44,16	48,76	64,86	70,84
Drywer van 'n ligte motorvoertuig	33,12	36,80	44,16	48,76	64,86	70,84
Drywer van 'n medium motorvoertuig	42,78	46,92	56,58	62,56	83,26	90,62
Drywer van 'n swaar motorvoertuig	50,60	56,12	67,16	74,06	98,44	107,18
Drywer van 'n ekstra swaar motorvoertuig	56,12	61,64	74,06	82,34	109,02	118,68
Fabrieksklerk—						
gedurende die eerste jaar ondervinding	30,82	34,04	40,94	45,08	59,80	64,86
daarna	35,88	39,56	47,84	52,90	70,38	76,36
Faktotum	40,02	44,16	53,13	58,42	78,20	85,10
Klerk—						
gedurende die eerste jaar ondervinding	34,96	38,64	46,00	51,06	68,08	73,60
gedurende die tweede jaar ondervinding	44,62	49,22	58,88	65,32	86,94	94,30
gedurende die derde jaar ondervinding	54,74	60,26	71,76	79,58	105,80	115,00
daarna	64,40	70,84	84,64	93,84	124,66	135,70
Onderbaas	29,44	32,66	38,64	43,24	57,04	62,56
Reisende verteenwoordiger—						
gedurende die eerste jaar ondervinding	80,96	82,80	91,08	93,38	119,60	130,18
gedurende die tweede jaar ondervinding	88,32	90,16	100,74	102,58	129,72	141,68
gedurende die derde jaar ondervinding	95,68	97,52	109,94	112,24	140,30	152,72
gedurende die vierde jaar ondervinding	102,58	104,42	119,60	121,44	150,42	163,76
daarna	109,94	111,78	128,80	130,64	161,00	175,26
Reisende verteenwoordiger se assistent	40,48	42,48	44,16	48,76	64,86	70,84
Sekuriteitswag	35,88	39,56	47,84	52,90	70,38	76,36
Toesighouer—die hoogste loon voorgeskryf in hierdie subklousule vir die hoogste klas werknemer onder sy toesig, plus 10%						
Voorman	85,10	94,30	113,62	125,12	166,52	181,24
	30,82	34,04	40,94	45,08	59,80	64,86
Werknemer graad I—						
gedurende die eerste jaar ondervinding	35,42	39,10	46,92	51,98	69,00	75,44
daarna	40,48	44,16	53,82	58,42	79,12	85,10
Werknemer graad II—						
gedurende die eerste jaar ondervinding	32,20	35,42	42,78	46,92	62,56	68,08
daarna	35,42	39,10	46,92	51,98	69,00	75,44
Werknemer graad III—						
gedurende die eerste jaar ondervinding	29,44	32,66	38,64	43,24	57,04	62,56
daarna	32,20	35,42	42,78	46,92	62,56	68,08
Werknemer graad IV—						
Gedurende die eerste jaar ondervinding	28,06	30,82	37,26	40,94	54,74	59,34
daarna	29,44	32,66	38,64	43,24	57,04	62,56
Werknemer nie elders in hierdie subklousule spesifiek genoem nie	30,82	34,04	40,94	45,08	59,80	64,86

(i) Gedurende die eerste jaar nadat hierdie vasstelling bindend word.

(ii) Daarna.

	In the Magisterial Districts of Barberton, Ermelo, Piet Retief, Pilgrim's Rest and White River		In the Magisterial District of Camperdown and Knysna		In all other areas	
	(i)	(ii)	(i)	(ii)	(i)	(ii)
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Artisan.....	82,80	91,54	109,94	121,44	161,00	175,26
Artisan's aide—						
during the first year of experience	35,88	39,56	47,84	52,90	70,38	76,36
thereafter	41,40	45,54	54,74	60,72	80,50	87,40
Assistant foreman	69,46	76,36	92,00	101,66	135,24	147,20
Chargehand	29,44	32,66	38,64	43,24	57,04	62,56
Chauffeur	33,12	36,80	44,16	48,76	64,86	70,84
Clerk—						
during the first year of experience	34,96	38,64	46,00	51,06	68,08	73,60
during the second year of experience	44,62	49,22	58,88	65,32	86,94	94,30
during the third year of experience	54,74	60,26	71,76	79,58	105,80	115,00
thereafter	64,40	70,84	84,64	93,84	124,66	135,70
Driver of a light motor vehicle	33,12	36,80	44,16	48,76	64,86	70,84
Driver of a medium motor vehicle	42,78	46,92	56,58	62,56	83,26	90,62
Driver of a heavy motor vehicle	50,60	56,12	67,16	74,06	98,44	107,18
Driver of an extra-heavy motor vehicle	56,12	61,64	74,06	82,34	109,02	118,68
Factory clerk—						
during the first year of experience	30,82	34,04	40,94	45,08	59,80	64,86
thereafter	35,88	39,56	47,84	52,90	70,38	76,36
Foreman	85,10	94,30	113,62	125,12	166,52	181,24
General worker	26,68	29,44	35,42	39,10	51,98	56,58
Grade I employee—						
during the first year of experience	35,42	39,10	46,92	51,98	69,00	75,44
thereafter	40,48	44,16	53,82	58,42	79,12	85,10
Grade II employee—						
during the first year of experience	32,20	35,42	42,78	46,92	62,56	68,08
thereafter	35,42	39,10	46,92	51,98	69,00	75,44
Grade III employee—						
during the first year of experience	29,44	32,66	38,64	43,24	57,04	62,56
thereafter	32,20	35,42	42,78	46,92	62,56	68,08
Grade IV employee—						
during the first 6 months of experience	28,06	30,82	37,26	40,94	54,74	59,34
thereafter	29,44	32,66	38,64	43,24	57,04	62,56
Handyman	40,02	44,16	53,13	58,42	78,20	85,10
Main process panel operator—						
during the first year of experience	34,96	38,64	46,00	51,06	68,08	73,60
during the second year of experience	49,68	54,74	65,32	72,68	96,14	104,88
thereafter	64,40	70,84	84,64	93,84	124,66	135,70
Security guard	35,88	39,56	47,84	52,90	70,38	76,36
Supervisor—the highest wage prescribed in this subclause for the highest class of employee under his supervision plus 10 %						
Travelling representative—						
during the first year of experience	80,96	82,80	91,08	93,38	119,60	130,18
during the second year of experience	88,32	90,16	100,74	102,58	129,72	141,68
during the third year of experience	95,68	97,52	109,94	112,24	140,30	152,72
during the fourth year of experience	102,58	104,42	119,60	121,44	150,42	163,76
thereafter	109,94	111,78	128,80	130,64	161,00	175,26
Travelling representative's assistant	40,48	42,48	44,16	48,76	64,86	70,84
Watchman	30,82	34,04	40,94	45,08	59,80	64,86
Employee not elsewhere in this subclause specifically mentioned	30,82	34,04	40,94	45,08	59,80	64,86

(i) During the first year after this determination becomes binding.

(ii) Thereafter.

(b) *Los werknemers.*—Vir elke dag of deel van 'n dag diens, uitgesonderd 'n openbare vakansiedag of 'n Sondag in klousule 8 bedoel, minstens—

(i) een vyfde, indien die maksimum voorgeskrewe gewone werkdag vir sodanige werknemer nege en 'n kwart is;

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

van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied wat dieselfde klas werk doen as wat die los werknemer moet doen, plus 10 persent: Met dien verstande dat—

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

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

(b) *Casual employees.*—For each day or part of a day of employment, other than a public holiday or a Sunday referred to in clause 8, not less than—

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

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

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, plus 10 per cent; Provided that—

(aa) 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;

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

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

(3) *Differensiële loon.*—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as 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—

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

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

Met dien verstande dat—

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

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

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat sodanige werknemer in enige week werk, wat nie meer mag wees nie as die getal gewone werkure in klousule 5 voorgeskryf vir 'n werknemer van sy klas.

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

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

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

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

(b) 'n reisende verteenwoordiger van wie vereis word om motorvervoer vir die uitvoering van sy pligte te verskaf, moet sy werkgever hom vir elke kilometer wat hy by die uitvoering van sy pligte afgelê het, 'n vervoertoelae betaal van minstens—

(i) waar die enjinkapasiteit van die voertuig waarmee die werknemer aldus gereis het, hoogstens 1 300 cm³ is: 19c;

(ii) waar die enjinkapasiteit van sodanige voertuig meer as 1 300 cm³ maar hoogstens 2 500 cm³ is: 25c;

(iii) waar die enjinkapasiteit van sodanige voertuig meer as 2 500 cm³ is: 29c.

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

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

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

(ii) moet sy werkgever hom 'n onderhoudstoelae van minstens R20 vir elke nag betaal as sodanige afwesigheid oor een of meer nagte strek;

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

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

(ii) moet sy werkgever hom 'n onderhoudstoelae van minstens R9 vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;

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

(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 on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

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

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

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

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

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

Provided that—

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

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

(4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of ordinary hours of work normally worked by such employee in any week, which shall not be in excess of the ordinary hours of work prescribed in clause 5 for an employee in his class.

(b) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of days normally worked by him in a week.

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

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

(a) a travelling representative who uses his employer's motor transport or who is required to travel by train or by means of any conveyance other than his own, his employer shall reimburse him all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purposes of this subclause the cost of overnight garaging a motor vehicle shall be deemed to be a transport expense;

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

(i) 19 cents if the engine capacity of the vehicle in which the employee so travelled does not exceed 1 300 cm³;

(ii) 25 cents if the engine capacity of such vehicle exceeds 1 300 cm³ but not 2 500 cm³;

(iii) 29 cents if the engine capacity of such vehicle exceeds 2 500 cm³.

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

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

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

(ii) pay him a subsistence allowance of not less than R20 for each night where such absence extends over one or more nights;

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

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

(ii) pay him a subsistence allowance of not less than R9 for each night where such absence extends over one or more nights;

Provided that for the purposes of this subclause the expression "night" means the period between 23h00 and 04h00.

(7) *Betaling van vervoer- en onderhoudstoelae en -uitgawes.*—(a) 'n Werkgever moet alle toelae en uitgawes wat ingevolge subklousules (5) en (6) aan 'n werknemer betaalbaar is, binne sewe dae nadat die werknemer dit skriftelik geëis het, aan hom betaal: Met dien verstande dat 'n werknemer elke sodanige eis binne een maand vanaf die tydstop waarop hy daarop geregtig geword het, moet indien maar dat hy nie meer as een eis in 'n week mag indien nie.

(b) 'n Werkgever kan van sy reisende verteenwoordiger vereis om elke eis so op te stel dat dit weergee—

(i) in die geval van 'n eis ingevolge subklousule (5) (a), die soort vervoer en die vervoerkoste of die aard van alle ander uitgawes waarvoor hy vergoeding eis;

(ii) in die geval van 'n eis ingevolge subklousule (5) (b), die afstand wat hy elke dag afgeleë het, die plekke wat besoek is en, uitgesonderd in munisipale gebiede, die roete wat gevolg is;

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

en ten einde aan so 'n vereiste te kan voldoen, moet sy werkgever, voordat sodanige reis deur sodanige reisende verteenwoordiger onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousules 3 (7) en 6 (4) moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, tweewekliks 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 in die geval van 'n deurlopendeproseswerker of 'n skofwerker, op 'n tydstop waarvoor sodanige werkgever en sy werknemer ooreengekom het, en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar hoogstens 24 uur na die gewone betaaldag) of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde koevert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

(a) die werkgever se naam;

(b) die werknemer se naam of sy nommer op die betaalstaat en sy klas;

(c) die tydperk waarvoor die betaling geskied;

(d) die getal gewone werkure wat die werknemer gewerk het;

(e) die getal ure wat die werknemer oortyd gewerk het;

(f) die getal ure wat die werknemer op 'n Sondag, 'n openbare vaksiedag in klousule 8 (1) (b) en (c) bedoel, of gedurende sy vry periode gewerk het;

(g) die werknemer se loon;

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

(i) besonderhede van enige bedrag wat afgetrek is; en

(j) die werklike bedrag wat aan die werknemer betaal word;

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

(i) die besonderhede hierbo voorgeskryf, in 'n kode op sodanige koevert of houer of in sodanige staat aangedui kan word, welke kode volledig uitgeengesit en verduidelik moet word in kennisgewing wat opgeplak gehou moet word op 'n opvallende plek in die bedryfsinrigting wat toeganklik is vir alle werknemers wat daardeur geraak word;

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

(iii) die inligting betreffende subparagrafe (d), (e) en (f) nie verstrek hoef te word nie ten opsigte van 'n werknemer bedoel in klousule 5 (8) (a).

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

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

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

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

(7) *Payment of transport and subsistence allowances and expenses.*—(a) An employer shall pay any allowances and expenses payable to an employee in terms of subclauses (5) and (6) within seven days of the employee's written claim therefor: Provided that an employee shall submit any such claims within one month of the time at which he has become entitled thereto but shall not submit more than one claim in any one week.

(b) An employer may require his travelling representative to frame any claim so that it shall reflect in the case of any claim in terms of—

(i) subclause (5) (a), the mode of transport employed and the transport expenses incurred or the nature of any other expenses for which reimbursement is claimed;

(ii) subclause (5) (b), the distance travelled each day, the points of call and, except in municipal areas, the route followed;

(iii) subclause (6), the time of commencement and ending of each period of absence;

and to enable his travelling representative to comply with such a requirement, such employer shall, before any such journey is undertaken by such travelling representative, provide him with a suitable book or forms in or on which to keep the appropriate records.

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clause 3 (7) and 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly, fortnightly 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 in the case of a continuous process worker or a shift worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

(a) the employer's name;

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

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

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

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

(f) the number of hours worked by the employee on a Sunday, a public holiday referred to in clause 8 (1) (b) and (c) or during his free period;

(g) the employee's wage;

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

(i) the details of any deductions made; and

(j) the actual amount paid to the employee;

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

(i) the particulars prescribed above may be recorded on such envelope or container or in such statement in code which code shall be fully set out and explained in a notice kept posted in some conspicuous place in the establishment, accessible to all employees affected thereby;

(ii) 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;

(iii) the information relating to subparagraph (d), (e) and (f) need not be furnished in respect of an employee referred to in clause 5 (8) (a).

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

(3) *Premiums.*—No payment by an employee or made 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, place or person nominated by him.

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

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, sieke-, mediese-, versekerings-, spaar-, voorsorgs- of pensioen-fonds, of vir ledegelde 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 het;

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

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

	Per week	Per maand
	R	R
(i) Etes of rantsoene	3,00	13,00
(ii) Huisvesting	1,50	6,50
(iii) Huisvesting, etes en rantsoene	4,50	19,50;

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

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

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

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

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

(i) 'n bankinstelling, bougenootskap, versekeringsonderneming, plaaslike owerheid, geregistreerde finansiële instelling of die Staat ten opsigte van 'n betaling vir 'n lening wat aan sodanige werknemer toegestaan is om 'n woning aan te skaf;

(ii) enige organisasie of liggaam ten opsigte van die huur van 'n woning of huisvesting in 'n hostel wat deur sodanige werknemer geokkupeer word, indien sodanige woning of hostel deur bemiddeling van sodanige organisasie of liggaam verskaf is geheel of gedeeltelik uit fondse wat vir dié doel voorgeskiet is deur die Staat of 'n organisasie liggaam in paragraaf (i) hiervan bedoel.

5. WERKURE, GEWONE EN OORTYE-, 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 in 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting waarin—

(i) meer as vyf dae per week gewerk word—agt en 'n half op 'n dag;

(ii) nie meer as vyf dae per week gewerk word nie—nege en 'n kwart op 'n dag;

(b) 'n sekuriteitswag of 'n wag.—(i) 60 in enige week van Maandag tot en met Saterdag; en

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

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

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

(c) 'n skofwerker.—(i) 46 in 'n week van Maandag tot en met Saterdag; en

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

(aa) meer as vyf dae in 'n week werk, agt op 'n dag;

(ab) hoogstens vyf dae in 'n week werk, nege en 'n kwart op 'n dag;

(d) 'n deurlopendeproseswerker.—(i) 46 in 'n week van Sondag tot en met Saterdag; en

(ii) behoudens subparagraaf (i), agt in 'n skof: Met dien verstande dat—

(aa) alle skofte wat gewerk word, deur minstens agt uur onderbreek word;

(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 a holiday, sick, medical, insurance, savings, provident or pension fund, or subscriptions to a trade union;

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

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

(d) whenever an employee is required in terms of the Blacks (Urban Areas) Consolidation Act, 1945, or agrees to accept accommodation, meals or rations from his employer, a deduction not exceeding the amounts specified hereunder—

	Per week	Per month
	R	R
(i) Meals or rations	3,00	13,00
(ii) Accommodation	1,50	6,50
(iii) Accommodation, meals and rations	4,50	19,50;

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

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

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

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

(f) with the written consent of an employee, a deduction of any amount which an 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 or body in respect of the rent of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such organisation or body wholly or partially from funds advanced for that purpose by the State or an organisation or body referred to in paragraph (i) hereof.

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 ordinary hours of work than, in the case of—

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

(i) more than five days per week are worked—eight and a half on any day;

(ii) not more than five days per week are worked—nine and a quarter on any day;

(b) a security guard or a watchman.—(i) 60 in any week from Monday to Saturday, inclusive; and

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

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

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

(c) a shift worker.—(i) 46 in any week from Monday to Saturday, inclusive; and

(ii) subject to subparagraph (i), in the case of a shift worker who normally works on—

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

(ab) not more than five days in a week—nine and a quarter on any day;

(d) a continuous process worker.—(i) 46 in any week from Sunday to Saturday, inclusive; and

(ii) subject to subparagraph (i), eight on any shift: Provided that—

(aa) all shifts worked shall be interrupted by not less than eight hours;

(ab) daar nie van 'n deurlopendeproseswerker vereis mag word en hy nie toegelaat mag word om meer as ses skofte in 'n week of meer as sewe skofte in 'n week gedurende 'n tydperk van drie opeenvolgende weke te werk nie;

(e) 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) meer as vyf dae in 'n week werk—agt op 'n dag, tensy die ure op een dag nie meer as vyf is nie, in welke geval die ure op enige van die ander dae tot agt en 'n half verleng kan word;

(ab) hoogstens vyf dae in 'n week werk—nege en 'n kwart op 'n dag.

(2) *Vry periodes*.—(a) Behoudens subklousule (1) (d) moet 'n werkgever aan elkeen van sy deurlopendeproseswerkers een vry periode van minstens 24 agtereenvolgende ure in elke week toestaan, maar indien 'n werkgever van so 'n werknemer vereis of hom toelaat om gedurende sy vry periode te werk, maak die ure gewerk nie deel uit van die gewone ure in daardie subklousule voorgeskryf nie.

(b) Elke werkgever wat deurlopendeproseswerkers in diens neem, moet voor die aanvang van elke skofsiklus op 'n opvallende plek op sy perseel wat hy moet bepaal, 'n kennisgewing of 'n diensrooster opplak waarin die skofte wat elke sodanige werknemer gedurende die daaropvolgende skofsiklus sal moet werk en die vry periodes van elke sodanige werknemer aangedui word. Die werkgever moet sodanige kennisgewing of diensrooster vir 'n tydperk van drie jaar na die datum daarvan bewaar. Indien so 'n kennisgewing of diensrooster nie vertoon word nie, word die vry periode van elke sodanige werknemer geag te begin om middernag op Saterdag.

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

(i) 'n werkgever 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 werkgever die Afdelingsinspekteur, Departement van Mannekrag, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

(ii) werktydperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoudbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;

(iii) as sodanige pouse langer as een uur is, uitgesonderd wanneer voorbehoudbepaling (vii) van toepassing is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;

(iv) alleenlik een sodanige pouse gedurende die gewone werkure van 'n werknemer op enige dag nie deel van die gewone werkure mag uitmaak nie;

(v) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgever vereis word om op 'n dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word;

(vi) 'n drywer wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig en sy vrag te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;

(vii) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik vir die skoonmaak van persele in diens is, indien sodanige pouse langer as drie uur is, enige tydperk wat drie uur te bowe gaan, geag word deel van die gewone werkure te wees;

(viii) sodanige pouse nie aan 'n deurlopendeproseswerker toegestaan hoef te word gedurende sy gewone werkure op enige skof nie indien aan hom gedurende sodanige ure die geleentheid verskaf word om 'n ete te nuttig terwyl hy op hy pos bly, tensy dit verbied word ingevolge enige wetgewing, met dien verstande dat indien 'n etenspouse aan so 'n werknemer toegestaan word, die tyd wat deur sodanige pouse in beslag geneem word, vir doeleindes van subklousule (1) geag word tyd gewerk te wees.

(4) *Ruspouses*.—'n Werkgever moet, so na as doenlik aan die middel van elke eerste en tweede werktydperk van die dag, aan elkeen van sy werknemers, '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.

(5) *Werkure moet agtereenvolgend wees*.—Behoudens subklousule (3) moet alle werkure van 'n werknemer op enige dag agtereenvolgend wees.

(6) *Beperking van oortydwerk*.—'n Werkgever 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 enige dag;

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

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

(ab) a continuous process worker shall not be required or permitted to work more than six shifts in any week or more than seven shifts in any one week during a period of three consecutive weeks;

(e) 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 on—

(aa) more than five days in a week—eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and a half;

(ab) not more than five days in a week—nine and a quarter on any day;

(2) *Free periods*.—(a) Subject to subclause (1) (d), an employer shall grant to each of his continuous process workers one free period of not less than 24 consecutive hours in every week, but, if an employer requires or permits such an employee to work during his free period, the hours worked shall not form part of the ordinary hours of work prescribed in that subclause.

(b) Every employer who employs continuous process workers shall, prior to the commencement of each shift cycle, display in a conspicuous place upon his premises to be determined by him, a notice or time-table indicating the shifts which each such worker will be required to work during the ensuing shift cycle and the free periods of each such worker. The employer shall retain such notice or time-table for a period of not less than three years subsequent to the date thereof. If no such notice or time-table is displayed, the free period of each such worker shall be deemed to commence at midnight on Saturday.

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

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

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

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

(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 work an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;

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

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

(viii) such interval need not be granted to a continuous process worker during his ordinary hours of work on any shift if he is given the opportunity during such hours of having a meal while at his post, unless this is prohibited in terms of any legislation, provided that if such an employee is allowed a meal interval, the time taken up by such interval shall for the purposes of subclause (1) be regarded as time worked.

(4) *Rest intervals*.—An employer shall grant to each of his employees, a rest interval of not less than 10 minutes as nearly as practicable in the middle of each first work period and second work period of the day, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

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

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

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

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

(c) any other employee—three hours on any day and 10 hours in any week.

(7) *Betaling vir oortydwerk.*—'n Werkgewer moet aan 'n werknemer wat oortyd werk, 'n bedrag betaal wat bereken word teen minstens een en 'n derde maal sy loon ten opsigte van die totale tydperk wat hy aldus oortyd gewerk het.

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

(i) 'n reisende verteenwoordiger of 'n reisende verteenwoordiger se assistent;

(ii) enige ander klas werknemer indien en vir so lank as wat sodanige werknemer gereeld 'n loon ontvang van—

(aa) minstens R1 000 per maand in die landdrosdistrikte Barberton, Ermelo, Piet Retief en Pelgrimsrus;

(ab) minstens R1 100 per maand in die landdrosdistrikte Camperdown, Delmas, Knysna en Witrivier;

(ac) minstens R1 200 per maand in enige ander gebied in klousule 1 (1) bedoel.

(b) Subklousules (3), (4), (5) en (6) is nie van toepassing nie op 'n werknemer wanneer hy noodwerk verrig.

(c) Subklousule (4) is nie van toepassing nie op 'n ketelbediener, 'n deurlopendeproseswerker, 'n drywer of 'n werknemer wat sodanige drywer vergesel.

(d) Subklousules (3) en (4) is nie van toepassing nie op 'n chauffeur, 'n sekuriteitswag of 'n wag: Met dien verstande dat indien aan so 'n werknemer 'n etenspouse toegestaan is, die tyd wat deur sodanige pouse in beslag geneem is, vir doeleindes van subklousules (1) en (2) beskou word as tyd waarin hy gewerk het.

6. JAARLIKSE VERLOF

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

(a) 'n sekuriteitswag of 'n wag wie se normale werkure hoogstens 48 is en wat normaalweg op—

(i) hoogstens vyf dae per week werk—15 opeenvolgende werkdade verlof verleen;

(ii) meer as vyf dae per week werk—18 opeenvolgende werkdade verlof verleen;

(b) 'n reisende verteenwoordiger, 'n reisende verteenwoordiger se assistent, 'n sekuriteitswag of 'n wag [uitgesonderd 'n sekuriteitswag of 'n wag in paragraaf (a) bedoel] wat normaalweg op—

(i) hoogstens vyf dae per week werk—20 opeenvolgende werkdade verlof verleen;

(ii) meer as vyf dae per week werk—24 opeenvolgende werkdade verlof verleen;

(c) enige ander werknemer wat normaalweg op—

(i) hoogstens vyf dae per week werk—15 opeenvolgende werkdade verlof verleen;

(ii) meer as vyf dae per week werk—18 opeenvolgende werkdade verlof verleen;

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

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

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

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

(i) die weekloon van 'n reisende verteenwoordiger wat kommissiewerk doen, bereken word deur die besoldiging wat uit hoofde van sy ooreenkoms ingevolge klousule 9 (2) 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 dien tydperk aan hom betaalbaar is, deur die getal voltooide weke in sodanige tydperk te deel;

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

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

(a) as sodanige verlof nie eerder verleen is nie, dit, behoudens subklousule (3), so verleen en geneem moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het,

(7) *Payment for overtime.*—An employer shall pay to an employee who works overtime an amount calculated at a rate of not less than one and one-third times his wage in respect of the total period of overtime so worked by him.

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

(i) a travelling representative or a travelling representative's assistant;

(ii) any other class of employee if and for so long as such an employee is in receipt of a regular wage at a rate of—

(aa) not less than R1 000 per month in the Magisterial Districts of Barberton, Ermelo, Piet Retief and Pilgrim's Rest;

(ab) not less than R1 100 per month in the Magisterial Districts of Camperdown, Delmas, Knysna and White River;

(ac) not less than R1 200 per month in any other area referred to in clause 1 (1).

(b) Subclauses (3), (4), (5) and (6) shall not apply to an employee while he is engaged on emergency work.

(c) Subclause (4) shall not apply to a boiler attendant, a continuous process worker, a driver or an employee who accompanies such driver.

(d) Subclauses (3) and (4) shall not apply to a chauffeur, a security guard, or a watchman: Provided that if such an employee is allowed a meal interval, the time taken up by such interval shall, for the purposes of subclauses (1) and (2), be regarded as time worked by him.

6. ANNUAL LEAVE

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

(a) a security guard or a watchman whose normal hours of work do not exceed 48 and who normally works on—

(i) not more than five days per week—15 consecutive workdays' leave;

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

(b) a travelling representative, a travelling representative's assistant, a security guard or a watchman [other than a security guard or a watchman referred to in paragraph (a)], who normally works on—

(i) not more than five days per week—20 consecutive workdays' leave;

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

(c) any other employee who normally works on—

(i) not more than five days per week—15 consecutive workdays' 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—

(aa) in the case of 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;

(ab) in the case of 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;

Provided that for the purposes of this clause—

(i) the weekly wage of a travelling 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 (2) 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 piecework 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

die werkgever sodanige verlof aan die werknemer moet verleen en die werknemer sodanige verlof moet neem met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

(b) die tydperk van verlof nie mag saamval nie met—

(i) siekteverlof wat ingevolge klousule 7 toegestaan is of met afwesigheid van werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b) en wel tot 'n totaal, in enige tydperk van 12 maande, van hoogstens 10 weke;

(ii) enige tydperk waarin die werknemer kennisgewing van diensbeëindiging ingevolge klousule 13 uitdien; of

(iii) enige tydperk waartydens die werknemer militêre opleiding ondergaan;

(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 oploop: Met dien verstande—

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

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

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

(4) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (3) en met subklousule (8), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word of, op skriftelike versoek van die werknemer, uiterlik op die eerste betaal-dag na verstryking van die verloftydperk van sodanige werknemer.

(5) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van so 'n termyn opgeloopt het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens, in die geval van 'n werknemer in subklousule (1) (a) of (c) bedoel, een vierde van die weekloon, en in die geval van 'n werknemer in subklousule (1) (b) bedoel, een derde van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever ten opsigte van 'n tydperk van geleentheidsverlof met volle besoldiging wat hy op skriftelike versoek aan 'n werknemer verleen het, 'n eweredige bedrag kan aftrek: Voorts met dien verstande dat, behoudens klousule 13 (4), 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 13 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgever betaal het in plaas daarvan om aldus kennis te gee; of

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

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

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof verleen 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 was en deur hom geneem was.

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

(a) enige tydperk ten opsigte waarvan 'n werkgever 'n werknemer ingevolge klousule 13 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 (4) (a) of (b); of

(iii) op las of versoek van sy werkgever;

en wel tot 'n totaal, in enige tydperk van 12 maande, van hoogstens 10 weke; en

(c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidingstydperk in enige tydperk van 12 maande diens as diens te eis nie;

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

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

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 13; or

(iii) any period during which the employee is on military training;

(c) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 12 months of employment to which the period of leave relates.

(3) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided that—

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

(ii) the date of 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 in the case of an employee referred to in subclause (1) (a) or (c), one fourth, and subclause (1) (b), one third 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 13 (4), an employee—

(i) who leaves his employment without having given and served the period of notice prescribed in clause 13, 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; or

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice;

shall not be entitled to any payment by virtue of this subclause.

(6) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (3), and whose employment terminates before such leave has been granted 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 13, 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 training: 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 training;

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) 'n werknemer wat, voordat hierdie vasstelling bindend geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragens 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 werkgever in diens getree het of op die datum waarop hierdie vasstelling bindend geword het, en wel op die jongste van die twee datums.

(8) (a) Ondanks andersluidende bepalings in hierdie klousule kan 'n werkgever vir die doel van jaarlikse verlof te eniger tyd maar hoogstens een maal in 'n tydperk van 12 maande sy bedryfsinrigting of 'n deel van sy bedryfsinrigting vir 21 opeenvolgende dae sluit, en in so 'n geval moet hy sy werknemers besoldig ingevolge subklousule (1) of ingevolge paragraaf (c) hiervan, na gelang van die geval.

(b) Wanneer Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag gevier word op 'n dag wat andersins 'n werkdag vir 'n werknemer sou wees en binne die geslote tydperk bedoel in paragraaf (a) val, word nog 'n werkdag as 'n verdere tydperk van verlof by genoemde geslote tydperk gevoeg en word die werknemer 'n bedrag van minstens sy dagloon betaal ten opsigte van elke sodanige dag wat bygevoeg word.

(c) 'n Werknemer wat, op die datum van die sluiting van 'n bedryfsinrigting of die deel daarvan waarin hy in diens is, nie op die volle tydperk jaarlikse verlof in subklousule (1) (a), (b) of (c) voorgeskryf geregtig is nie, moet ten opsigte van die verlof wat aan hom verskuldig is, deur sy werkgever betaal word op die grondslag in subklousule (5) uiteengesit, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum van sodanige sluiting van die bedryfsinrigting of deel van die bedryfsinrigting, na gelang van die geval.

(9) Gedurende 'n werknemer se verlof in subklousule (1) (a) (b) of (c) bedoel, mag geen werkgever van daardie werknemer vereis of hom toelaat om enige werk as sy werknemer te doen nie, en hy mag ook nie met 'n werknemer ooreenkom om die plek hom enige bedrag te betaal in die plek van verlof waarop hy geregtig is of so 'n bedrag aan hom betaal nie.

7. SIEKTEVERLOF

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

(a) in die geval van 'n werknemer wat normaalweg hoogstens vyf dae per week werk, altesaam minstens 30 werkdag; en

(b) in die geval van enige ander werknemer, altesaam minstens 36 werkdag;

gedurende elke tydkring van 36 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 12 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van hoogstens vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

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

(iii) die loon betaalbaar aan 'n werknemer wat stuk- of kommissie-werk doen vir 'n tydperk van afwesigheid met siekteverlof kragtens hierdie klousule bereken word op die basis van minstens die besoldiging van sodanige werknemer op sy laaste betaaldag wat sodanige afwesigheid onmiddellik voorafgaan.

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

(a) vir langer as twee agtereenvolgende werkdag;

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

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

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word. Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid nie gebind is om genoemde bedrag ten opsigte van afwesigheid van werk aan die werknemer te betaal nie tensy hy so 'n sertifikaat voorlê.

(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.

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

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

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

(9) No employer shall during an employee's leave referred in subclause (1) (a), (b) or (c), require or permit that employee to perform any work as his employee nor shall he agree with an employee to pay him any amount in lieu of leave to which he is entitled or pay any such amount to him.

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 on not more than five days per week, not less than 30 work-days; and

(b) any other employee, not less than 36 work-days;

sick leave in the aggregate during each cycle of 36 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 12 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 on not more than five days per week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;

(ii) where 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 or commission work for any period of absence on sick leave in terms of this clause shall be calculated on the basis of not less than the remuneration paid to such employee on his last pay-day immediately preceding such absence.

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

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

(b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or New Year's Day, Good Friday, Ascension Day, Republic Day, Day of the Vow or Christmas Day; or

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

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that, when an employee has, during any period of up to eight weeks, received payment in terms of this clause on two or more occasions without producing such a certificate, his employer shall during the period of eight weeks immediately succeeding the last such occasion not be bound to pay the said amount to the employee in respect of any absence from work, unless he produces such a certificate.

(3) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1);

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

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

(iii) enige tydperk van diens by dieselfde werkgever onmiddellik voordat hierdie vasstelling bindend geword het: Met dien verstande dat alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag word ingevolge hierdie vasstelling verleen te wees;

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering behalwe siekte of besering wat deur 'n werknemer se eie wan-gedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte soos omskryf in artikel 2 van die Ongevalwet, 1941 (Wet 30 van 1941), as ongeskiktheid beskou word slegs gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

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

(a) op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer aanwys en wat aan die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir enige tydperk van siekteverlof kragtens subklousule (1) aan hom betaal sal word;

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

8. OPENBARE VAKANSIEDAE, SONDAE EN VRY PERIODES(1) *Vergoeding vir werk op 'n openbare vakansiedag.*—(a) Behoudens klousule 4 (6) moet 'n werkgever aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op Nuwejaarsdag of die daaropvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val, of op Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag werk nie en sodanige dag val op 'n dag wat andersins 'n gewone werkdag vir hom is, ten opsigte van daardie dag 'n bedrag betaal wat minstens die loon is wat aan hom betaalbaar is ten opsigte van die tyd (uitgesonderd oortyd) wat gewoonlik deur hom gewerk word op daardie dag van die week.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag of die daaropvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val, of op Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag werk en sodanige dag val op 'n dag wat andersins 'n gewone werkdag vir hom is, moet sy werkgever behoudens klousule 4 (6) ten opsigte van daardie dag 'n bedrag aan hom betaal minstens gelyk aan die bedrag wat hy hom sou moes betaal het kragtens paragraaf (a) indien die werknemer nie op daardie dag gewerk het nie, plus—

(i) of 'n bedrag van minstens sy loon ten opsigte van die hele tyd wat hy gewerk het op daardie dag of 'n bedrag gelyk aan minstens die loon betaalbaar aan hom ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik werk op daardie dag van die week, en wel die bedrag wat die grootste is; of

(ii) 'n bedrag van minstens een-derde van sy loon ten opsigte van die hele tyd wat hy gewerk het op daardie dag, en binne sewe dae vanaf sodanige dag aan hom een dag se verlof verleen en hom ten opsigte van sodanige verlof 'n bedrag betaal van minstens die loon betaalbaar aan hom ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk.

(c) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag of die daaropvolgende Maandag indien Nuwejaarsdag op 'n Sondag val, of op Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag werk en sodanige dag val op 'n dag wat andersins nie 'n gewone werkdag vir hom is nie, moet sy werkgever, behoudens klousule 4 (6), hom ten opsigte van daardie dag 'n bedrag betaal wat nie minder is nie as die loon wat aan hom betaalbaar is ten opsigte van die tyd (uitgesonderd oortyd) wat gewoonlik deur hom gewerk word op 'n werkdag, plus—

(i) 'n bedrag van minstens sy loon ten opsigte van die hele tydperk wat hy gewerk het op sodanige dag of 'n bedrag ten minste gelyk aan die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk, en wel die bedrag wat die grootste is; of

(ii) 'n bedrag van minstens een-derde van sy loon ten opsigte van die hele tyd wat hy gewerk het op daardie dag, en aan hom binne sewe dae vanaf sodanige dag een dag se verlof verleen en hom ten opsigte van

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

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

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

(aa) on leave in terms of clause 6;

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

(ac) on sick leave in terms of subclause (1);

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

(ii) any period during which an employee is absent undergoing military training: 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 training;

(iii) any period of employment which an employee has had with the same employer immediately before the date on which this determination became binding: Provided that any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this determination;

(b) "incapacity" means inability to work owing to any sickness or injury, other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease as defined in section 2 of the Workmen's Compensation Act 1941 (Act 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

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

(a) to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee, in the event of his incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for any period of sick leave in terms of subclause (1);

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

8. PUBLIC HOLIDAYS, SUNDAYS AND FREE PERIODS(1) *Compensation for work on a public holiday.*—(a) Subject to clause 4 (6), if an employee, other than a casual employee, does not work on New Year's Day or the succeeding Monday whenever New Year's Day falls on a Sunday, or on Good Friday, Ascension Day, Republic Day, Day of the Vow or Christmas Day and such day falls on a day which otherwise is an ordinary working day for him, his employer shall pay to him in respect of that day an amount which shall not be less than the wage payable to him in respect of the time (excluding overtime) which is ordinarily worked by him on that day of the week.

(b) Whenever an employee, other than a casual employee, works on New Year's Day or the succeeding Monday whenever New Year's Day falls on a Sunday, or on Good Friday, Ascension Day, Republic Day, Day of the Vow or Christmas Day and such day falls on a day which otherwise is an ordinary working day for him, his employer shall, subject to clause 4 (6), pay to him in respect of that day an amount at least equal to the amount which he would have had to pay to him in terms of paragraph (a) had the employee not worked on that day, plus—

(i) either an amount calculated at a rate of not less than his wage rate in respect of the whole time worked by him on that day or an amount equal to at least the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on that day of the week, whichever amount is the greater; or

(ii) an amount calculated at a rate of not less than one-third of his wage rate in respect of the whole time worked by him on that day and grant to him, within seven days of such day, one day's leave and pay him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) which is ordinarily worked by him on that day of the week.

(c) Whenever an employee, other than a casual employee, works on New Year's Day or the succeeding Monday whenever New Year's Day falls on a Sunday, or on Good Friday, Ascension Day, Republic Day, Day of the Vow or Christmas Day and such day falls on a day which otherwise is not an ordinary working day for him, his employer shall, subject to clause 4 (6), pay to him in respect of that day an amount which shall not be less than the wage payable to him in respect of the time (excluding overtime) which is ordinarily worked by him on a working day, plus—

(i) an amount calculated at a rate of not less than his wage rate in respect of the whole time worked by him on such day or an amount at least equal to the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a working day, whichever amount is the greater; or

(ii) an amount calculated at a rate of not less than one-third of his wage rate in respect of the whole time worked by him on such day, and grant to him, within seven days of such day, one day's leave and pay to him

sodanige verlof 'n bedrag betaal van minstens die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk.

(2) *Vergoeding vir werk op 'n Sondag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n deurlopendeproseswerker of 'n los werknemer, op 'n Sondag werk, moet sy werkgever hom betaal—

(i) indien hy hoogstens vier uur aldus werk, 'n bedrag van minstens die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk; of

(ii) indien hy meer as vier uur aldus werk, of 'n bedrag van minstens dubbel sy loon ten opsigte van die hele tyd wat hy op sodanige Sondag gewerk het of 'n bedrag gelyk aan dubbel die loon betaalbaar aan hom ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk, en wel die bedrag wat die grootste is; of

(iii) 'n bedrag van minstens een en een derde keer sy loon ten opsigte van die hele tyd wat hy op sodanige Sondag gewerk het, en binne sewe dae vanaf sodanige Sondag aan hom een dag se verlof verleen en hom ten opsigte van sodanige verlof 'n bedrag betaal van minstens die loon betaalbaar aan hom ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk.

(b) Wanneer 'n deurlopendeproseswerker op 'n Sondag werk, moet sy werkgever hom, behoudens subklousule (3), minstens een en 'n half maal sy gewone loon betaal ten opsigte van die totale tydperk wat hy op sodanige Sondag werk: Met dien verstande dat werk op 'n Sondag nie betaling vir oortyd meebreng wat die besoldiging in hierdie paragraaf voorgeskryf, te bowe gaan nie.

(3) *Vergoeding vir werk gedurende 'n vry periode.*—Wanneer 'n deurlopendeproseswerker gedurende sy vry periode werk, moet sy werkgever hom minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk wat hy gedurende sodanige vry periode werk: Met dien verstande dat, waar daar van so 'n werker vereis word of hy toegelaat word om minder as vier uur gedurende sodanige periode te werk, hy geag word vier uur te gewerk het.

(4) *Vergoeding aan 'n los werknemer vir werk op 'n openbare vakansiedag of 'n Sondag.*—Wanneer 'n los werknemer op Nuwejaarsdag of die daaropvolgende Maandag indien Nuwejaarsdag op 'n Sondag val, of op Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag of op 'n Sondag werk, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag betaal van minstens dubbel sy dagloon voorgeskryf in klousule 3 (1) (b) ten opsigte van die hele tyd wat hy op daardie dag gewerk het: Met dien verstande dat, vir die doel van hierdie subklousule, 'n los werknemer in 'n bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting waarin—

(a) nie meer as vyf dae per week gewerk word nie, geag moet word minstens nege en 'n kwart uur op daardie dag te gewerk het; en

(b) meer as vyf dae per week gewerk word, geag moet word ten minste agt en 'n half uur op daardie dag te gewerk het.

(5) Wanneer 'n werknemer 'n tydperk werk wat gedeeltelik op 'n dag wat in subklousule (1) (b) en (c) genoem word of op 'n Sondag of in sy vry periode en gedeeltelik op enige ander dag val, word die hele tydperk geag gewerk te wees op die dag waarop die grootste gedeelte van daardie werktydperk val.

(6) Besoldiging betaalbaar aan 'n werknemer, uitgesonderd 'n los werknemer, ingevolge hierdie klousule, moet aan hom betaal word nie later nie as die eerste betaaldag wat volg op die dag ten opsigte waarvan sodanige besoldiging betaalbaar is. 'n Los werknemer word besoldig soos uiteengesit in klousule 4 (2).

(7) *Voorbehoudsbepalings.*—Subklousules (1) (b) tot en met (3), (5) en (6) is nie op 'n werknemer in klousule 5 (8) (a) bedoel, van toepassing nie.

9. STUKWERK EN KOMMISSIEWERK

(1) *Stukwerk.*—(a) 'n Werkgever kan, wanneer hy 'n werknemer in diens neem of na minstens een week kennis indien die werknemer reeds in sy diens is, '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—

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

(ii) in die geval van 'n los werknemer, vir elke dag waarop stukwerk verrig word, die bedrag wat hy sodanige werknemer vir daardie dag sou moes betaal het as hy hom 'n tydloon betaal het.

(b) 'n Werkgever moet 'n lys van die besoldiging in paragraaf (a) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou, of kan in plaas daarvan elke werknemer wat stukwerk doen, voorsien van 'n brief wat deur homself of namens hom geteken is, waarin genoemde besoldiging uiteengesit is.

in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a working day.

(2) *Compensation for work on a Sunday.*—(a) Whenever an employee, other than a continuous process worker, or a casual employee, works on a Sunday, his employer shall pay him—

(i) if he so works for not more than four hours, an amount of not less than the wage payable in respect of the time (excluding overtime) ordinarily worked by him on a week-day; or

(ii) if he so works for longer than four hours, an amount which shall not be less than either an amount calculated at a rate of double his wage rate in respect of the whole time worked by him on such Sunday, or an amount equal to double the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a week-day, whichever amount is the greater; or

(iii) an amount calculated at a rate of not less than one and one-third times his wage rate in respect of the whole time worked by him on such Sunday and grant him, within seven days of such Sunday, one day's leave and pay to him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) which is ordinarily worked by him on that day of the week.

(b) Whenever a continuous process worker works on a Sunday, his employer shall, subject to subclause (3), pay him at a rate of not less than one and a half times his ordinary wage in respect of the total period worked by him on such Sunday: Provided that work on a Sunday shall not attract payment for overtime over and above the rate of remuneration prescribed in this paragraph.

(3) *Compensation for work during a free period.*—Whenever a continuous process worker works during his free period, his employer shall pay him at a rate of not less than double his ordinary wage in respect of the total period worked by him during such free period: Provided that, where such an employee is required or permitted to work for less than four hours during such period, he shall be deemed to have worked for four hours.

(4) *Compensation to a casual employee for work on a public holiday or a Sunday.*—Whenever a casual employee works on New Year's Day or the succeeding Monday whenever New Year's Day falls on a Sunday, or on Good Friday, Ascension Day, Republic Day, Day of the Vow, Christmas Day, or on a Sunday, his employer shall pay to him in respect of that day an amount calculated at a rate of not less than double the daily rate prescribed in clause 3 (1) (b) in respect of the whole time worked by him on that day: Provided that for the purposes of this subclause a casual employee in an establishment or portion of an establishment in which—

(a) not more than five days per week are worked, shall be deemed to have worked at least nine and a quarter hours on that day; and

(b) more than five days per week are worked, shall be deemed to have worked at least eight and a half hours on that day.

(5) Whenever an employee works for a period which falls partly on any day mentioned in subclause (1) (b) and (c) or on a Sunday or in his free period and partly on any other day, the whole period shall be deemed to have been worked on the day on which the major portion of that work period falls.

(6) Remuneration payable in terms of this clause to an employee, other than a casual employee, shall be paid to him not later than the pay-day next succeeding the day in respect of which such remuneration is payable. A casual employee shall be remunerated as set out in clause 4 (2).

(7) *Savings.*—Subclauses (1) (b) to (3), inclusive, (5) and (6) shall not apply to an employee referred to in clause 5 (8) (a).

9. PIECE-WORK AND COMMISSION WORK

(1) *Piece-work.*—(a) An employer may, when engaging an employee or after at least one week's notice if the employee is already in his employ, 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—

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

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

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

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

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

(2) *Kommissiewerk.*—(a) 'n Reisende verteenwoordiger wat volgens 'n ooreenkoms met sy werkgever kommissiewerk onderneem, moet voordat sodanige werk begin, deur sy werkgever voorsien word van 'n juiste kopie van die ooreenkoms of 'n verklaring wat die bepalings van die ooreenkoms bevat, wat moet insluit—

(i) die week- of maandloon aan sodanige reisende verteenwoordiger betaalbaar, indien sodanige loon hoër is as dié wat by klousule 3 (1) vir sodanige reisende verteenwoordiger voorgeskryf word, asook die kommissietarief of -tariewe en die voorwaardes waarop hy die reg daarop verkry;

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

(iii) die gebied waarin daar van die reisende verteenwoordiger vereis word of hy toegelaat word om te werk;

(iv) 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

(v) 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.

(b) Die bepalings van die ooreenkoms in paragraaf (a) bedoel, mag vir die reisende verteenwoordiger geldelik nie minder voordelig wees nie as die betrokke bepalings van hierdie vasstelling: Met dien verstande dat die besoldiging van so 'n reisende verteenwoordiger wat kommissiewerk verrig, betaalbaar is op die dag wat in die ooreenkoms bepaal word, en in hierdie opsig is klousule 4 (1) nie op sodanige betaling van toepassing nie.

(c) Behoudens klousule 4 (6) moet 'n werkgever sy reisende verteenwoordiger wat kommissiewerk onderneem, minstens die besoldiging betaal waarvoor hulle ooreengekom het: Met dien verstande dat, ongeag die getal of waarde van die bestellings wat die werkgever aanvaar, die besoldiging van so 'n reisende verteenwoordiger vir elke tydperk nie minder mag wees nie as dié wat ingevolge klousule 3 (1) vir daardie tydperk aan hom verskuldig sou wees.

(d) 'n Werkgever kan met sy werknemer, uitgesonderd 'n reisende verteenwoordiger, ooreenkom om sodanige werknemer kommissie op verkope wat sodanige werknemer bewerkstellig, te betaal: Met dien verstande dat die werkgever voor die ooreenkoms in werking tree, die werknemer van 'n afskrif van die ooreenkoms voorsien, welke ooreenkoms die besonderhede in paragraaf (a) bedoel, bevat.

(e) 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om enige werk vir hom slegs op kommissiebasis te onderneem nie. Enige bedrag wat as kommissie aan 'n werknemer betaalbaar is ingevolge 'n ooreenkoms wat aangegaan is ingevolge paragraaf (a) of (d), is apart van en bykomend by die loon wat voorgeskryf is in klousule 3 (1), gelees met die omskrywing van "loon" in klousule 2 vir 'n werknemer van sy klas en ondervinding of, in die geval van 'n reisende verteenwoordiger, bykomend by die loon wat voorgeskryf word in klousule 3 (1) of by die loon waarvoor ooreengekom is ingevolge paragraaf (a) waar sodanige loon hoër is as die loon wat voorgeskryf word in klousule 3 (1).

(f) 'n Werkgever of 'n werknemer wat voornemens is om 'n ooreenkoms in verband met die kommissiewerk op te sê of oor 'n wysiging daarvan te onderhandel, moet van sodanige voorneme skriftelik kennis gee en die termyn van sodanige kennisgewing mag nie korter wees nie as dié wat by klousule 13 vir die beëindiging van die dienskontrak van sodanige werknemer vereis word.

10. GETALSVERHOUDING

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

(2) By die toepassing van hierdie klousule kan 'n werkgever of bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n werknemer graad I verrig, geag word 'n gekwalifiseerde werknemer in sodanige klas te wees, en 'n ongekwalifiseerde werknemer graad I wat minstens die loon vir 'n gekwalifiseerde werknemer graad I ontvang, kan geag word 'n gekwalifiseerde werknemer in sy gebied te wees.

(3) Ondanks andersluidende bepalings in hierdie klousule is subklousule (1) afsonderlik van toepassing op elke skof in 'n bedryfsinrigting waarin meer as een skof gewerk word in 'n periode van 24 agtereenvolgende ure.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgever moet alle pette, uniforms, oorpakke, rubberstewels of ander beskermende kleren wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis

(c) 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.

(d) 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.

(2) *Commission work.*—(a) A travelling 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—

(i) the weekly or monthly wage payable to such travelling representative where such wage is higher than that prescribed in clause 3 (1) for such travelling representative, and the rate or rates of the commission and the conditions of entitlement thereto;

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

(iii) the area in which such travelling representative is required or permitted to work;

(iv) 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

(v) 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.

(b) The terms of the agreement referred to in paragraph (a) shall be financially not less favourable to the travelling representative than the relative terms of this determination: Provided that the remuneration of such a travelling representative on commission work shall be payable on the day stipulated in the agreement, and in this respect the provisions of clause 4 (1) shall not apply to such payment.

(c) Save as provided in clause 4 (6), an employer shall pay to his travelling representative who is employed on commission work remuneration at not less than the rate agreed upon between them: Provided that, irrespective of the number or value of orders accepted by the employer, the remuneration of such a travelling representative in respect of any period shall be not less than that which would be due to him for that period in terms of clause 3 (1).

(d) An employer may agree with his employee, other than a travelling 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 paragraph (a).

(e) 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 paragraphs (a) or (d) 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 travelling representative, in addition to the wage prescribed in clause 3 (1) or to the wage agreed upon in terms of paragraph (a) where such wage is higher than that prescribed in clause 3 (1).

(f) An employer or an employee who intends to cancel or to negotiate for an alteration of an agreement in regard to commission work, shall give written notice of such intention, and the period of such notice shall not be less than that required to terminate the contract of employment of such employee in terms of clause 13.

10. PROPORTION OR RATIO

(1) An employer shall not employ an unqualified grade I employee unless he has in his employ a qualified grade I employee and for each qualified grade I employee employed by him not more than three unqualified grade I employees may be employed by him.

(2) For the purposes of this clause an employer or manager who is wholly or mainly engaged in performing the work of a grade I employee may be deemed to be a qualified employee in such class and an unqualified grade I employee who is receiving not less than the wage for a qualified grade I employee may be deemed to be a qualified employee in his area.

(3) Notwithstanding anything to the contrary in this clause contained, subclause (1) shall apply to each shift separately in an establishment in which more than one shift is worked in any period of 24 consecutive hours.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any cap, uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any

verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige pette, uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige pet, uniform, oorpak of beskermende klere te was of te was en te stryk, en in so 'n geval moet die werkgewer sodanige werknemer 'n toelae van minstens 90c vir elke week waarin sodanige werknemer gewerk het, betaal.

12. VERBOD OP INDIENSNEMING

'n Werkgewer mag nie—

- (a) 'n persoon onder die ouderdom van 15 jaar in diens neem nie;
- (b) van 'n vroulike werknemer vereis of haar toelaat om gedurende die tydperk vanaf vier weke voor die verwagte datum van haar bevaling tot agt weke na haar bevaling te werk nie.

13. BEÏNDIGING VAN DIENSKONTRAK

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

- (a) gedurende die eerste vier weke diens, minstens een werkdag;
- (b) na die eerste vier weke diens, minstens een week;

vooral kennis van die beëindiging van die kontrak gee, wat skriftelik gedoen moet word behalwe in die geval van 'n ongeletterde werknemer, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, te betaal—

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

Met dien verstande dat—

- (aa) die reg van 'n werkgewer of sy werknemer om die kontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;
- (ab) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;
- (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 werkgewer hom betaal in plaas van kennis te gee, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

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

(3) Die kennisgewing by subklousule (1) voorgeskryf, moet op 'n werkdag geskied: Met dien verstande dat—

- (a) die kennisgewingstermyn nie mag saamval nie met en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7
- (4) (a) of (b) waar sodanige afwesighede in totaal hoogstens 10 weke in enige tydperk van 12 opeenvolgende maande diens by dieselfde werkgewer beloop; en
- (b) 'n kennisgewingstermyn nie mag saamval nie met en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid vir militêre opleiding, behalwe waar 'n werknemer anders versoek en sy werkgewer skriftelik daartoe instem.

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

14. DIENSSERTIFIKAAT

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

law he is compelled to provide for his employee, and any such cap, uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash or wash and iron any such cap, uniform, overall or protective clothing in which event the employer shall pay such employee an allowance of not less than 90c for each week during which such employee has worked.

12. PROHIBITION OF EMPLOYMENT

An employer shall not—

- (a) employ any person under the age of 15 years;
- (b) require or permit any female employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement.

13. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

notice of termination of contract, which shall be in writing except when given by an illiterate employee, 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) 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 deductions 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) shall be given on any work-day: Provided that—

- (a) the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or on sick leave granted in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) where such absences amount in the aggregate to not more than 10 weeks in any period of 12 consecutive months' employment with the same employer; and
- (b) a period of notice shall not run concurrently with, and notice shall not be given during an employee's absence on military training, except where an employee otherwise requests and his employer agrees thereto in writing.

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

14. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the ground of desertion or where the employee is a casual employee, the employer shall, upon termination of any contract of employment, furnish the employee with a certificate of service substantially in the following form, showing the full names of the employer and of the employee, the class of the employee, the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination.

DIENSSERTIFIKAAT

Ek,
 wat die Laaghoutnywerheid beoefen te
 verklaar hierby dat
 in my diens was van die dag van
 19..... tot die dag van
 19..... as (*)
 By diensbeëindiging was hierdie werknemer se loon R..... per week.

(Handtekening van werkgever of gemagtigde
 verteenwoordiger)

Datum

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

15. LOGBOEK

(1) 'n Werkgever moet sy drywer van 'n logboek, so ver prakties moontlik in die volgende vorm, voorsien:

DAAGLIKSE LOGBOEKINSKRYWINGS

Naam van werkgever
 Naam van drywer
 Datum
 Tyd wat werk 'n aanvang geneem het
 Tyd wat werk voltooi is
 Getal ure gewerk
 Etenspouse vanaf tot
 Besonderhede van 'n ongeluk of vertraging
 Naam (name) van drywer wat werknemer(s) vergesel
 Datum
 (Handtekening van drywer)

(2) Elke drywer moet, in die logboek in subklousule (1) bedoel, 'n log in duplo hou van elke dag se werk en moet binne 24 uur na voltooiing van die dag se werk waarmee dit in verband staan, 'n afskrif daarvan aan sy werkgever voorsien.

(3) Elke werkgever moet 'n afskrif van die daaglikse log wat ingevolge subklousule (2) aan hom gelewer is, vir 'n tydperk van minstens drie jaar na sodanige lewering hou.

16. BYWONINGSREGISTER

(1) Elke werkgever moet in sy bedryfsinrigting 'n bywoningsregister wesenlik in die volgende vorm hou, waarin hy met ink of inktlood die naam en klas van elk van sy werknemers opteken, en indien sodanige werknemer nie kan lees of skryf nie, moet sy werkgever namens hom vir elke dag wat hy gewerk het en vir daardie dag die nodige inskrywing maak ten opsigte van items (i) tot en met (vi) van subklousule (3) (a) en sodanige inskrywings onderteken.

CERTIFICATE OF SERVICE

I,
 carrying on trade in the Plywood Industry at
 hereby certify that
 was employed by me from the day
 of 19..... to the day
 of 19..... as (*)
 At the termination of employment this employee's wage was R
 per week.

(Signature of employer or authorised representative) Date

(*) State class in which employee was wholly or mainly engaged, e.g. clerk, general worker.

15. LOG-BOOK

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

DAILY LOG

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

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

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

16. ATTENDANCE REGISTER

(1) Every employer shall provide in his establishment an attendance register substantially in the following form, wherein he shall record in ink or indelible pencil the name and class of each of his employees and if such employee is unable to read and write, his employer shall on his behalf for each day worked and for that day make the necessary entries in respect of items (i) to (vi) inclusive of subclause (3) (a) and sign such entries.

BYWONINGSREGISTER

(Naam van werknemer)										(Klas van werknemer)									
Datum en dag van week		Inskrywings wat deur die werknemer gemaak word										Opmerkings (as daar is)							
Jaar.....	Maand.....	Tyd wat werk 'n aanvang neem	Pouses						Tyd wat werk voltooi is	Oortyd gewerk		Totale getal ure		Handtekening	Deur werknemer	Deur werkgever indien werknemer afwesig was. Redes vir sy afwesigheid (moet deur werkgever onderteken word)	Deur inspekteur		
Datum	Dag van week		Af	Op	Af	Op	Af	Op		Op	Af	Elke dag	Elke week						
1																			
2																			
3																			
4																			
5																			
6																			
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31																			

Opmerking.—Onder die opskrifte "Af" en "Op" in die kolom waar daar na ruspouse verwys word, vul in tyd wat ruspouse 'n aanvang neem en tyd wanneer werk hervat word. 'n Werknemer word geag by die werk te wees vir 'n ruspouse in sy werk indien die werknemer vir die volle duur van die ruspouse nie vry is om die bedryfsinrigting 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	Off	On		On	Off	Each day	Each week						
1																			
2																			
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Note.—Under heading "Off" and "On" in column referring to "intervals off work" 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 Werkgewer kan, in plaas van 'n bywoningsregister, 'n semi-outomatiese tydopnemer verskaf, tesame met die nodige kaarte, sover moontlik in die volgende vorm, en aan elke werknemer so 'n kaart verskaf wat die naam of nommer van die werknemer aandui asook die datum waarop die week eindig ten opsigte waarvan dit gebruik moet word:

No.	Naam van werknemer				
Klas van werknemer	Week geëindig 19				
Dag	In	Uit	In	Uit	Totaal
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 wat hy gewerk het en op daardie dag—

(a) met ink of inktlood in sodanige bywoningsregister in subklousule (1) bedoel, aanteken—

(i) die dag van die week;

(ii) die tyd wat hy begin werk het;

(iii) die tyd wat alle etens- en ander pouses wat nie as gewone werkure beskou kan word nie, begin en eindig;

(iv) die tyd wat die werk vir die dag voltooi is;

(v) die tyd wat oortyd op die dag gewerk is, 'n aanvang geneem het en voltooi is;

(vi) die totale aantal ure gewerk vir die dag; en

(vii) sy handtekening;

(b) in 'n bedryfsinrigting waar 'n semi-outomatiese tydopnemer verskaf is, 'n inskrywing maak deur middel van sodanige opnemer op 'n kaart wat voorsien is ingevolge subklousule (2) en wat die volgende aandui:

(i) Die tyd wat hy begin werk het;

(ii) die tyd wat alle etens- en ander pouses wat nie as gewone werkure beskou kan word nie, begin en eindig;

(iii) die tyd wat die werk vir die dag voltooi is.

(4) 'n Werkgewer moet die bywoningsregister in subklousule (1) bedoel of die kaarte in subklousule (2) bedoel, na gelang van die geval, hou vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop.

(5) Hierdie klousule is nie van toepassing nie op—

(a) 'n werknemer wat uitgesluit is van die werkurebehalings kragtens klousule 5 (8) (a);

(b) 'n drywer en 'n werknemer wat sodanige drywer vergesel.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 376, gepubliseer by Goewermenskennisgewing R. 2178 van 3 November 1978, soos gewysig by Goewermenskennisgewing R. 1740 van 21 Augustus 1981.)

(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 of employee				
Class of employee	Week ending 19				
Day	In	Out	In	Out	Total
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 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 such attendance register referred to in 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; and

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

(b) a driver and an employee accompanying such driver.

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 376, published under Government Notice R. 2178 of 3 November 1978, as amended by Government Notice R. 1740 of 21 August 1981.)

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—oOo—

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