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REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE
STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 3756

PRICE 40c PRYS

REGULASIEKOERANT No. 3756

Plus GST/AVB

Registered at the Post Office as a Newspaper

ABROAD 50c BUITELANDS

As 'n Nuisblad by die Poskantoor Geregistreer

POST FREE • POSVRY

Vol. 232

PRETORIA, 12 OCTOBER 1984
OKTOBER

No. 9459

DEPARTMENT OF MANPOWER

No. R. 2219

12 October 1984

WAGE ACT, 1957

WAGE DETERMINATION 439.—SWEET MANUFACTURING 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 Sweet Manufacturing 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 Sweet Manufacturing Industry as defined in subclause (2) in the following areas:

Cape Province.—The municipal areas of King William's Town and Port Elizabeth;

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

Orange Free State.—The Magisterial Districts of Bloemfontein and Welkom and the municipal area of Kroonstad;

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Volksrust and Westonaria and the municipal areas of Pietersburg and Pretoria.

(2) "Sweet Manufacturing Industry" means the industry in which employers and employees are associated in establishments for the purpose of—

(a) manufacturing sweets;

(b) manufacturing any commodity or ingredient used in the manufacture of sweets if carried on by employers and employees engaged in the manufacture of sweets; or

(c) wrapping or packing sweets;

and further includes all operations incidental to or consequent on any of the activities mentioned in paragraphs (a), (b) or (c), but does not include establishments in which any one or more of the said activities are carried on and in respect of which an industrial council agreement in terms of the Labour Relations Act, 1956, applies.

DEPARTEMENT VAN MANNEKRAG

No. R. 2219

12 Oktober 1984

LOONWET, 1957

LOONVASSTELLING 439.—LEKKERGOEDNYWERHEID, 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 Lekkergoednywerheid, sekere Gebiede, maak en die derde Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalinge van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN VASSTELLING

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

Kaapprovinsie.—Die munisipale gebiede King William's Town en Port Elizabeth;

Natal.—Die landdrosdistrikte Durban, Dundee, Inanda, Lower Tugela, Pietermaritzburg, Pinetown en Port Shepstone;

Oranje-Vrystaat.—Die landdrosdistrikte Bloemfontein en Welkom en die munisipale gebied Kroonstad;

Transvaal.—Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Volksrust en Westonaria en die munisipale gebiede Pietersburg en Pretoria.

(2) "Lekkergoednywerheid" beteken die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings vir die doel van—

(a) die vervaardiging van lekkergoed;

(b) die vervaardiging van enige handelsartikel of bestanddeel wat by die vervaardiging van lekkergoed gebruik word deur werkgewers en werknemers wat by die vervaardiging van lekkergoed betrokke is; of

(c) die toedraai of verpakking van lekkergoed;

en omvat verder alle werksaamhede wat met enige van die aktiwiteite in paragraaf (a), (b) of (c) genoem in verband staan of daaruit voortspruit, maar dit sluit nie bedryfsinrigtings in waarin enige een of meer van genoemde aktiwiteite verrig word en ten opsigte waarvan 'n nywerheidsraadooreenkoms kragtens die Wet op Arbeidsverhoudinge, 1956, bindend is nie.

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) "absence", in the definitions of "assistant despatch clerk", "assistant foreman", and "assistant storeman", means absence on annual or sick leave, or on casual leave of not more than three days in any week; (1)

(2) "apprentice" means an employee employed 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 designated or deemed to have been designated in terms of that act for a period prior to the registration of a contract of apprenticeship; (53)

(3) "artisan" means an employee who is engaged in work normally performed by a skilled artisan, and for the purpose of this definition the expression "skilled artisan" means an employee who has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who holds a certificate issued or deemed to have been issued to him by the Registrar of Manpower Training 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; (3)

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

(5) "assistant foreman" means an employee who, under the general supervision of a foreman, performs any of the activities or duties of a foreman, and who may act for him during his absence; (6)

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

(7) "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; (21)

(8) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (30)

(9) "chargehand" means an employee who, under general supervision, is in charge of a group of Grade III employees or general workers, and who may record the work they perform; (40)

(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; (12)

(11) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, 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; (23)

(12) "cloakroom attendant" means an employee who is in charge of a room in which an employee may change or store his clothing, or of lockers in which an employee may store his effects; (22)

(13) "commission work" means any system under which an employee'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; (24)

(14) "day" means the period of 24 hours from midnight to midnight: Provided that in the case of a shift worker it shall mean a period of 24 hours reckoned from the time such an employee commences work; (13)

(15) "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; (54)

(16) "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; (14)

(17) "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;

2. WOORDOMSKRYWING

Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie Vastelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie wet, en by die toepassing van hierdie Vastelling is 'n werknemer in die klas waarin hy uitsluitlik of hoofsaaklik werksaam is; voorts, tensy onbestaanbaar met die samehang, beteken—

(1) "afwesigheid" in die woordomskrivings van "assistent-versendingsklerk", "assistent-voorman" en "assistent-magasyman", afwesigheid met jaarlikse of siekteverlof of met los verlof van hoogstens drie dae in 'n week; (1)

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

(a) Houtkiste met die hand uit voorafgesnyde materiaal inmeekaarsit of klaar vervaardigde karton- of veseldose of soortgelyke houers met die hand opstel;

(b) goedere of artikels met die hand of nie-kragaangedrewe voertuig dra, op lig, op stapel, verskuif, uitpak, laai of aflaai;

(c) persele, masjinerie, gereedskap, voertuie, meubels, werktuie, skottels, bottels, gerei of ander houers of artikels met die hand skoonmaak of was;

(d) panne, sjokoladeketels, tempermasjiene, raffineerapparate, roostermasjiene, uitwasmasjiene, vormmasjiene, of meule leegmaak;

(e) masjiene vul, of van masjiene afneem;

(f) tuinwerk;

(g) op afleweringvoertuie help, uitgesonderd die voertuie dryf of herstelwerk uitvoer;

(h) latrines, buitegeboue of dergelike geboue of bouwerke afwit, kleurkalk of ontsmet;

(i) vure maak of stook;

(j) tee of dergelike drank maak, of tee of dergelike drank aan werknemers of sy werkgewer of sy werkgewer se gaste bedien;

(k) kiste, sakke of ander houers merk, brandmerk, sjabloneer of etiketter deur middel van 'n proses vir die uitvoering waarvan die vermoë om te lees nie 'n vereiste is nie;

(l) deure, vensters, sakke, bale, bottels, kassies, dromme, blikke of ander houers met die hand oop- of toemaak;

(m) nie-kragaangedrewe hystoestelle of goederehysers bedien;

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

(o) voertuie op 'n ander wyse as met behulp van meganiese toestelle stoot of trek;

(p) vreemde stof met die hand uit neute of kakaoboontjies verwyder, maar nie deur dit te was nie;

(q) vuilgoed, as of afval verwyder;

(r) gebreke lekkergoed, lekkergoedbrokkies, afval-materiaal of afsnysels verwyder of bymekaarmaak;

(s) lekkergoed in houers skep voordat die massa daarvan gemeet is;

(t) gekookte of bereide maaltye aan werknemers in 'n bedryfsinrigting bedien;

(u) klaar geadresseerde etikette op kiste, kartonne of ander houers plak;

(v) bestanddele in stoom- of ander panne roer, uitgesonderd die aflees van termometers of die regulering van stoomdruk;

(w) die handvat van 'n handmasjien draai of die pedaal van 'n voetmasjien trap;

(x) rubber- of ander stempels gebruik waar geen seleksie of oordeel vereis word nie;

(y) oorpakke met die hand was, stryk of heelmaak;

(z) met 'n voorafgestelde skaal massameet of met 'n voorafgestelde maat herhaaldelik afmeet; (25)

(3) "ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomskrivings beteken die uitdrukking "geskoolde ambagsman" 'n werknemer wat 'n kontrak van vakleerlingskap voltooi het of wat geag word dit te voltooi het in 'n ambag wat ingevolge die Wet op Mannekragopleiding, 1981, aangewys is of wat geag word ingevolge daarvan aangewys te wees, of wat in besit is van 'n sertifikaat wat deur die Registrateur van Mannekragopleiding aan hom uitgereik is of geag word aan hom uitgereik te wees en wat ingevolge daardie Wet ambagsman-status aan hom verleen, en enige ander werknemer wat werk doen wat 'n ambagsman in die reël verrig, behalwe waar in hierdie Vastelling uitdruklik anders bepaal word; (3)

(4) "assistent-magasyman" 'n werknemer wat, onder die algemene toesig van 'n magasyman, enige van die werksaamhede of pligte van 'n magasyman verrig en wat gedurende sy afwesigheid namens hom kan waarneem; (6)

(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; (39)

(18) "establishment" means any premises or part thereof in or in connection with which one or more employees are employed in this industry; (8)

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

(a) a clerk, a factory clerk or a mobile hoist operator, the total period or periods of employment which an employee has had as a clerk, a factory clerk or a mobile hoist operator, respectively, in any industry or trade, or in the service of a local authority or 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) a grade I employee, a grade II employee or a sweetmaker, the total period or periods of employment which an employee has had in this industry as a grade I employee, a grade II employee or a sweetmaker, respectively: Provided that any period or periods of employment which a grade I employee has had as a grade II employee shall up to a maximum of 12 months be deemed to be experienced as a grade I employee: Provided further that one half of any period or periods of employment which a sweetmaker has had as a grade I employee or a grade II employee shall up to a maximum of 12 months be deemed to be experience as a sweetmaker; (41)

(20) "extra heavy motor vehicle" means a motor vehicle the gross vehicle mass or the gross combination mass of which exceeds 16 000 kg; (15)

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

(a) checking or recording particulars in respect of goods received or issued, or keeping stock registers;

(b) controlling attendance registers or details concerning employees who are present or absent or recording the time spent by employees on various tasks;

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

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

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

(f) issuing tools or engineering stock or equipment against requisition or receiving such tools, stock or equipment when returned;

(g) making lists of production figures;

(h) making out sample slips;

(i) measuring the mass of goods and recording the appropriate particulars;

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

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

(l) recording particulars of annual or sick leave;

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

(n) recording batch numbers, contents or reference number of containers which are filled;

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

(p) stamping or writing tickets or etiquettes;

(q) supervising the unloading of goods;

(r) writing out consignment or delivery notes or packing slips, but not invoices;

(s) writing up stock cards; (16)

(22) "feeding a machine" means the placing of material into a machine or onto a conveyor belt leading onto or into a machine where such placing involves discretion, precision or skill to ensure the efficient intake or processing of the material by such machine, and for the purpose of this definition the expression "placing" shall be deemed to include any moulding, sizing or shaping of such material on the machine that may be necessary for the efficient intake or processing of such material by the machine; (20)

(5) "assistent-versendingsklerk" 'n werknemer wat, onder die algemene toesig van 'n versendingsklerk, enige van die werksaamhede of pligte van 'n versendingsklerk verrig en wat gedurende sy afwesigheid namens hom kan waarneem; (9)

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

(7) "bediener van 'n mobiele hystoestel" 'n werknemer wat werk met 'n kragaaangedrewe mobiele hystoestel of 'n vurk-hyswa wat by die laai, aflaai, versit of opstapel van goedere gebruik word; (41)

(8) "bedryfsinrigting" 'n perseel of gedeelte daarvan, waarin of in verband waarmee een of meer werknemers in hierdie nywerheid in diens is; (18)

(9) "bestuurder" 'n werknemer wat deur sy werkgever belas is met die algemene toesig oor, verantwoordelikheid vir en leiding van die werksaamhede van 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting en die werknemers daarin; (38)

(10) "bruto kombinasie-massa", met betrekking tot 'n motorvoertuig, sy bruto voertuig-massa saam met die massa, met die wag, van 'n sleepwa of leunwa wat getrek word deur sodanige motorvoertuig, soos gespesifiseer deur die vervaardiger of, by gebreke aan sodanige spesifikasie, soos bepaal deur die betrokke registrasie-owerheid; (29)

(11) "bruto voertuig-massa", 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, by gebreke aan sodanige spesifikasie, soos bepaal deur die betrokke registrasie-owerheid; (30)

(12) "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 wat gebruik kan word vir die vervoer van werknemers, dokumente of pak-kette; (10)

(13) "dag" die tydperk van 24 uur van middernag tot middernag: met dien verstande dat dit in die geval van 'n skofwerker 'n tydperk van 24 uur gereken vanaf die tyd wat so 'n werknemer begin werk, beteken; (14)

(14) "drywer" 'n werknemer, uitgesonderd 'n chauffeur of 'n reisende verteenwoordiger se assistent, wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordomskriving omvat "'n motorvoertuig dryf" alle tydperke wat hy dryf, al die 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; (16)

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

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

(a) besonderhede in verband met goedere wat ontvang of uitgereik is, nagaan of aanteken, of voorraadregisters hou;

(b) bywoningsregisters kontroleer of besonderhede in verband met werknemers wat aanwesig of afwesig is, of die tyd deur werknemers aan verskillende take bestee, aanteken;

(c) lotkaarte, werkkaarte, produksiekaarte of ander fabrieksdokumente met die hand kopieer;

(d) fabrieksdokumente, fakture, wag- of afleweringsbriewe, rekwisisies of tyd- of loonkaarte in numeriese of alfabetiese volgorde liasseer, hou of sorteer;

(e) tale wat deur Swart- of Indiërwknemers gepraat word, tolk of vertaal en wat verklarings kan afneem;

(f) gereedskap, ingenieursvoorrade of -uitrusting teen rekwisisie uitreik of sodanige gereedskap, voorrade of uitrusting ontvang wanneer dit terugbesorg word;

(g) lyste maak van produksiesyfers;

(h) monsterstrokies uitmaak;

(i) goedere massameet en besonderhede in verband daarmee aanteken;

(j) 'n optelmasjien bedien in die loop van sy pligte as fabrieksklerk;

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

(l) besonderhede van jaarlikse of siekteverlof aanteken;

(m) besonderhede omtrent die inhoud of die uitkenningsnommers van kartonhouers, houers of pake aanteken;

(n) bondelnommers, inhoud of verwysingsnommers aanteken van houers wat gevul word;

(o) die indiensneming, ontslag of bedanking van werknemers aanteken, insluitende enige nodige inskrywing in die werknemers se persoonlike lêers of dokumente maak, of dienssertifikate voorberei;

(p) kaartjies of etikette stempel of uitskryf;

(23) "filling a machine" means the depositing or dumping of material into the hopper or other intake container of a machine where such depositing or dumping does not involve discretion, precision or skill as to amount or position; (38)

(24) "foreman" means an employee who is in charge of the employees in an establishment or a section of an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (56)

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

(a) Assembling wooden boxes from pre-cut material by hand, or setting up by hand ready-made cardboard or fibre boxes or similar containers;

(b) carrying, lifting, stacking, moving, unpacking, loading or unloading goods or articles by hand or non-power-driven vehicle;

(c) cleaning or washing premises, machinery, tools, vehicles, furniture, implements, bowls, bottles, utensils or other containers or articles by hand;

(d) emptying pans, chocolate kettles, tempering machines, refiners, roasting machines, winnowing machines, moulding machines or mills;

(e) filling a machine or taking off from a machine;

(f) gardening;

(g) helping on delivery vehicles, other than driving or repairing the vehicles;

(h) lime-washing or disinfecting latrines, outbuildings or similar buildings or structures;

(i) making or stoking fires;

(j) making tea or similar beverages or serving such tea or beverages to employees, his employer or his employer's guests;

(k) marking, branding, stencilling or labelling boxes, bags, sacks or other containers by a process in the performance of which the ability to read is not required;

(l) opening or closing doors, windows, bags, bales, bottles, boxes, drums, tins or other containers by hand;

(m) operating a non-power-driven hoist or goods lift;

(n) placing packed articles of uniform size and number into containers specially made to contain them;

(o) pushing or pulling of vehicles other than with the aid of mechanical devices;

(p) removing foreign matter from nuts or cocoa beans by hand, other than by washing;

(q) removing garbage, ash or waste;

(r) removing or recovering broken sweets, sweet fragments, waste material or cut-offs;

(s) scooping sweets into containers before measuring the mass thereof;

(t) serving cooked or prepared meals to employees in an establishment;

(u) sticking addressed etiquettes on boxes, cartons or other containers;

(v) stirring ingredients in steam or other pans, excluding the reading of thermometers or the regulating of steam pressure;

(w) turning the handle of a hand-operated machine or pressing the pedal of a foot-operated machine;

(x) using rubber or other stamps, when no selection or discretion is involved;

(y) washing, ironing or repairing overalls by hand;

(z) mass-measuring to a set-scale or repetition measuring to or with a fixed measure; (2)

(26) "grade I employee" means an employee who is engaged in any one or more of the following activities or operations—

(a) building up, shaping, striping or decorating boiled goods, paste goods or toffees;

(b) hand dipping or hand coating in or with chocolate or fourree;

(c) operating a chocolate enrobing machine;

(d) operating a chocolate neapolitan machine;

(e) operating a chocolate refining machine;

(f) operating a conche machine;

(g) operating a liquorice extruder;

(h) operating a lozenge cutting and stamping machine;

(i) operating a machine which wraps sweets in foil, cellulose film, wax paper or any other material, whether or not such wrapping is done by the machine in combination with any other process;

(j) operating a moulding machine, and for the purpose of this definition "moulding machine" means a machine in which the individual sweet is shaped by the pouring of liquid sweet material into permanent moulds;

(q) toesig hou oor die aflaai van goedere;

(r) versendings- of afleweringsbriewe of verpakkingstrokies uitskryf, maar nie fakture nie;

(s) voorraadkaarte opskrywe; (21)

(17) "faktotum" 'n werknemer, uitgesonderd 'n vakleerling of 'n 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 herstel- of opknappingswerk aan geboue kan doen, maar wat nie werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (32)

(18) "gekwalifiseerd", met betrekking tot 'n werknemer, dat die ondervinding wat die werknemer in sy klas werk opgedoen het, hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf word; en, omgekeerd, beteken "ongekwalifiseerd" dat sy ondervinding in sy geval hom nie op sodanige hoogste loontarief geregtig maak nie; (48)

(19) "groepleier" 'n werknemer wat, onder die algemene toesig van 'n voorman of 'n assistent-voorman in beheer is van en toesig hou oor die werk van 'n groep werknemers graad I of werknemers graad II; (31)

(20) "in 'n masjien voer" om materiaal te plaas in 'n masjien of op 'n vervoerband wat na of in 'n masjien inlei, waar sodanige plasing oordeel, noukeurigheid of vaardigheid vereis om doeltreffende inname of verwerking van die materiaal deur sodanige masjien te verseker, en by die toepassing van hierdie omskrywing word die uitdrukking "plaas" geag te omvat die vorming, toedeling van grootte of fatsoenering van sodanige materiaal op die masjien wat nodig mag wees vir die doeltreffende inname of verwerking van sodanige materiaal deur die masjien; (22)

(21) "ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel mag maak, stook of uithaal; (7)

(22) "kleedkamerbediener" 'n werknemer wat in beheer is van 'n kamer waarin 'n werknemer kan verkleed of sy klere kan bêre, of van sluitkassies waarin 'n werknemer sy besittings kan bêre; (12)

(23) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en dit omvat 'n kassier, telefoonskabelbord-operaatuer of enige kantoormasjienoperaatuer, maar nie 'n fabrieksklerk of enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se werk; (11)

(24) "kommissiewerk" 'n stelsel waarvolgens 'n werknemer se besoldiging bereken word volgens die waarde van verkope wat hy tot stand bring of die getal bestellings wat hy aan sy werkgever voorlê en wat sy werkgever aanvaar; (13)

(25) "korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n slappe in die bedryf, 'n tekort aan grondstowwe of vervoer, wisselvalligheid van die weer, 'n onklaarraking van masjinerie of instal-lasie of 'n onklaarraking of dreigende onklaarraking van geboue; (52)

(26) "kwekeling" 'n werknemer, uitgesonderd 'n vakleerling, vir wie daar in gevolge die Wet op Mannekragopleiding, 1981, voorsiening gemaak word vir opleiding in 'n ambag wat ingevolge daardie Wet aangewys is of wat geag word ingevolge daarvan aangewys te wees; (57)

(27) "lekkergoedmaker" 'n werknemer wat aan die bestuur of 'n voorman verantwoordelik is om toesig te hou oor die werksaamhede en die graad waarin die werksaamhede toegepas word in verband met—

(a) die maak van 'n lekkergoedmassa in enige kookhouer;

(b) die behandeling van lekkergoedmassa, met inbegrip van die kleur, geur, die toevoeging van speserye, die byvoeging van neut, vrugte of ander bestanddele totdat die lekkergoedmassa uiteindelik gereed is om toegedraai, uitgegiet, gesny, gefatsoeneer of andersins verwerk te word;

(c) die rooster, uitwan of kook van kakaoboontjies of neut, of die verwerking van sjokolade (uitgesonderd die smelt van klaargemaakte omhulsel) totdat dit gereed is om vir indoping of vir bestryking gebruik te word of om gevorm, uitgegiet, toegedraai of andersins bewerk te word;

(d) panwerksaamhede;

(e) kondensmelk maak; of

(f) konfyet kook;

en wat alle pligte genoem in enigeen of meer van paragrawe van (a) tot (f) kan verrig; (54)

(28) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa hoogstens 3 500 kg is; (35)

(29) "loon" die bedrag geld wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkeure soos by klousule 5 voorgeskryf: Met dien verstande dat as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkeure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken, maar dit mag nie so uitgelê word 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 so 'n grondslag

- (k) operating a packet making and filling machine;
- (l) operating a power-driven paper or board guillotine;
- (m) operating a power-driven forming machine of the rostoplast or uniplast type or a type similar thereto used for the forming of boiled sweets;
- (n) operating a power-driven scoring machine;
- (o) operating a starch or master mogul machine;
- (p) tube decorating by hand with chocolate, fourree and cream; (60)
- (27) "grade II employee" means an employee who is engaged in any one or more of the following activities or operations—
 - (a) affixing postage stamps on letters, parcels or other articles for posting, or using a manually operated franking machine;
 - (b) assembling orders or marking, branding, stencilling or labelling boxes, bags, sacks, or other containers by a process in the performance of which the ability to read is required;
 - (c) boiling sugar;
 - (d) cleaning or sorting cocoa beans, nuts or other raw materials, other than removing foreign matter as referred to in the definition of "general worker";
 - (e) cooking or otherwise preparing meals for consumption in an establishment;
 - (f) crystallising;
 - (g) cutting to size or crushing fruit or other raw materials;
 - (h) depositing sweets into starch;
 - (i) feeding or pouring ingredients, including syrup, into revolving pans;
 - (j) feeding a machine;
 - (k) filling a mass measuring containers, other than to set scale;
 - (l) finger marking or fork marking or otherwise decorating sweets, but excluding tube decorating;
 - (m) folding or enveloping mail;
 - (n) hand dipping or hand coating, other than that mentioned in the definition of "grade I employee";
 - (o) incorporating or inserting fruits, nuts or other edible materials into sweet preparations other than chocolate or fourree;
 - (p) making cardboard boxes other than by folding of collapsible boxes from the flat;
 - (q) making syrup, under supervision;
 - (r) moulding, shaping, demoulding or pouring sweets or sweet mass, other than as mentioned in item (l) of the definition of "grade III employee";
 - (s) operating any power-driven machine, other than a machine mentioned in the definition of "grade I employee";
 - (t) packing goods for stock, other than the placing of packed articles of uniform size and number into containers specially made to contain them;
 - (u) packing sweets into containers by hand according to number, size, mass, arrangement or type;
 - (v) preparing or mixing, other than in operations mentioned in the definition of "grade III employee";
 - (w) pouring ready-mixed flavours;
 - (x) pulling, running, rolling, cutting or stamping dough, paste or other preparations of sugar or chocolate;
 - (y) roasting or boiling cocoa beans, nuts, fruit or other raw materials, without responsibility for the degree of the roasting or boiling;
 - (z) sealing packets or bags of cellulose film;
 - (aa) shelling, stoning, peeling or drying nuts or fruit;
 - (ab) slab work not elsewhere specifically mentioned in this clause;
 - (ac) sorting sweets, other than the activities mentioned in item (r) of the definition of "general worker";
 - (ad) taking off from the conveyor belt of a chocolate enrober;
 - (ae) using a hand or foot-operated paper or board guillotine;
 - (af) using a hand or foot-operated scoring machine;
 - (ag) mass measuring, other than to set scale, or measuring, other than to or with fixed measure;
 - (ah) winnowing or removing the germ from cocoa beans;
 - (ai) wrapping boxes or parcels;
 - (aj) wrapping sweets by hand; (61)
- (28) "grade III employee" means an employee who is engaged in one or more of the following activities or operations—
 - (a) assisting an artisan or handyman by holding articles or tools or otherwise working with him, other than by the independent use of the tools;

in diens was nie; en "gewone loon" en "weekloon" het 'n ooreenstemmende betekenis; (60)

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

(31) "magasynman" 'n werknemer wat beheer het oor voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n magasyn of pakhuis aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending te lewer; (53)

(32) "masjienfaktotum" 'n werknemer, uitgesonderd 'n vakleerling of kwekeling, wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, maar wat nie die werk doen wat gewoonlik deur 'n ambagsman gedoen word nie; (37)

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

(34) "militêre diens" 'n tydperk van opleiding of diens kragtens die Verdedigingswet, 1957 (Wet 44 van 1957); (40)

(35) "motorvoertuig" enige selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm³ wat gebruik word vir die vervoer van goedere, uitgesonderd 'n reisende verteenwoordiger se monsters, en dit omvat 'n voorhaker, 'n twee- of driewielmotorfiets, bromponie of 'n outofiets en 'n trekker; (42)

(36) "nagskof" enige werktydperk waarvan die grootste deel tussen 18h00 en 07h00 val; (43)

(37) "'n masjien bedien" 'n masjien aansit of stopsit, noodsaaklike lopende verstellings van 'n geringe aard aan die masjien doen en die werk wat deur die masjien gedoen word, nagaan of noukeurig ondersoek; (44)

(38) "'n masjien vul" die besorging of stort van materiaal in die vultregter of ander inlaathouer van 'n masjien, waar sodanige besorging of stort nie oordeel, noukeurigheid of vaardigheid wat die hoeveelheid of posisie betref, insluit nie; (23)

(39) "noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, sabotasie, nywerheidsnorus, diefstal, kragonderbreking, onklaarraking van 'n installasie of masjinerie of 'n onklaarraking of dreigende onklaarraking van geboue sonder versuim gedoen moet word;

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

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

(i) skepe;

(ii) vragmotors of voertuie van die Suid-Afrikaanse Vervoerdienst;

(iii) voertuie gebruik deur 'n karweier in die uitvoering van sy kontrak as sodanig met die Suid-Afrikaanse Vervoerdienst; (17)

(40) "onderbaas" 'n werknemer wat onder algemene toesig aan die hoof staan van 'n groep werknemers graad III of algemene werkers, en wat aantekeninge kan hou van die werk wat hulle verrig; (9)

(41) "ondervinding" met betrekking tot—

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

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

(c) 'n werknemer graad I, 'n werknemer graad II of 'n lekkergoedmaker, die totale tydperk of tydperke wat 'n werknemer as onderskeidelik 'n graad I werknemer, 'n graad II werknemer of 'n lekkergoedmaker in hierdie nywerheid werksaam was: Met dien verstande dat enige tydperk of tydperke wat 'n werknemer graad I as 'n werknemer graad II diens gedoen het, tot 'n maksimum van 12 maande as ondervinding as 'n werknemer graad I geag word, en voorts met dien verstande dat een helfte van enige tydperk of tydperke wat 'n lekkergoedmaker as 'n werknemer graad I of 'n werknemer graad II werksaam was, tot 'n maksimum van 12 maande as ondervinding as 'n lekkergoedmaker geag word; (19)

(42) "oortyd" die gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgever werk en wat langer is as die gewone werkure by klousule 5 (1) vir sodanige werknemer voorgeskryf, maar dit omvat nie 'n tydperk waarin 'n werknemer op 'n Sondag vir sy werkgever werk nie; (45)

(43) "openbare feesdag" Nuwejaarsdag (of die eersvolgende Maandag indien Nuwejaarsdag op 'n Sondag val), Goede Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag; (47)

(b) cutting paper, cellulose film or similar material by hand to set measure;

(c) cutting sweets by hand;

(d) delivering letters, messages or goods on foot or by means of a foot or hand-propelled vehicle;

(e) filling, levelling or emptying by hand trays containing starch, cocoanut, vermicelli or similar materials;

(f) filling or emptying bulk containers or mixing finished sweets in bulk;

(g) hardening by hand;

(h) loosening, breaking or separating sweets (other than chocolates) by hand;

(i) oiling or greasing machinery or vehicles;

(j) putting sweets or materials onto, or removing them from a conveyor belt, other than the belt of a chocolate enrober;

(k) removing starch from sweets by air blower, hand sieve or brush, or sieving starch by hand;

(l) removing sweets from trays in which they were moulded;

(m) sanding by hand; (62)

(29) "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; (10)

(30) "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; (11)

(31) "group leader" means an employee who, under the general supervision of a foreman, or an assistant foreman is in charge of and supervises the work of a group of grade I or grade II employees; (19)

(32) "handyman" means an employee, other than an apprentice 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; (17)

(33) "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; (51)

(34) "law" includes the common law; (63)

(35) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (28)

(36) "local authority" means any borough council, city council, municipal council, village management board, divisional council, or any similar institution or body contemplated in section 84 (1) (f) of the Provincial Government Act, 1961, and includes a town council and a village council established in terms of section 2 of the Black Local Authorities Act, 1982 (Act 102 of 1982); (44)

(37) "machine handyman" means an employee, other than an apprentice or trainee, who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment but who does not perform work normally done by an artisan; (32)

(38) "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; (9)

(39) "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; (33)

(40) "military service" means any period of service or training in terms of the Defence Act, 1957, (Act 44 of 1957); (34)

(41) "mobile hoist operator" means an employee who is engaged in operating a mobile power-driven hoist or fork lift truck used in the loading, unloading, moving or stacking of goods; (7)

(42) "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; (35)

(43) "night shift" means any period of work the major portion of which falls between 18h00 and 07h00; (36)

(44) "plaaslike owerheid" 'n munisipale raad, stadsraad, afdelingsraad, dorpsraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Wet op Provinsiale Bestuur, 1961, en dit sluit in 'n stadsraad en dorpsbestuur ingestel kragtens artikel 2 van die Wet op Swart Plaaslike Bestuur, 1982 (Wet 102 van 1982); (36)

(45) "reisende verteenwoordiger" 'n werknemer wat, as 'n reisende verteenwoordiger van 'n bedryfsinrigting, bestellings vra, werf of opneem namens sodanige bedryfsinrigting; (58)

(46) "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 wat die reisende verteenwoordiger by die uitvoering van sy werk gebruik, kan dryf; (59)

(47) "sekuriteitswag" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) Goedere, voertuie of mense deursoek;

(b) toesig hou oor een of meer wagte of beheer oor hulle uitoefen;

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

en van wie vereis kan word om enige van of al die pligte voorgeskryf vir 'n wag uit te voer; (49)

(48) "skofwerker" 'n werknemer wat skofwerk verrig in 'n werksaamheid in 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag of hoogstens ses dae per week gewerk word; (51)

(49) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie maar ontwerp of aangepas is om deur 'n motorvoertuig getrek te word, en dit omvat 'n leunwa; (56)

(50) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (46)

(51) "swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (33)

(52) "trekker" 'n motorvoertuig, uitgesonderd 'n voorhaker, wat ontwerp of aangepas is hoofsaaklik om ander voertuie te trek en nie om 'n wag te dra nie; (55)

(53) "vakleerling" 'n werknemer wat in diens is ingevolge 'n kontrak van vakleerlingskap wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is of wat geag word ingevolge daarvan geregistreer te wees, en dit omvat 'n werknemer in diens in 'n ambag wat ingevolge daardie Wet aangewys is of wat geag word ingevolge daarvan aangewys te wees vir 'n tydperk voor die registrasie van 'n kontrak van vakleerlingskap; (2)

(54) "versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, massameet, verpakking, merk, adresseer of versending van goedere of pakkette; (15)

(55) "vooraafgestelde massameter" 'n massameter wat vooraaf gestel is, uitgesonderd deur 'n algemene werker vir die herhaaldelike massameet van goedere slegs volgens 'n bepaalde massa maar dit omvat nie 'n trekmassameter nie; (50)

(56) "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; (24)

(57) "wag" 'n werknemer, uitgesonderd 'n sekuriteitswag, wat een of meer van die volgende pligte uitvoer:

(a) 'n Perseel, geboue, strukture of ander vaste of roerende eiendom bewaak, beskerm of patroleer;

(b) honte hanteer of beheer in die uitvoering van een of meer van die pligte in (a) bedoel; (61)

(58) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarin die werkweek van daardie werknemer gewoonlik val; (62)

(59) "welsynsbeampte" 'n werknemer wat ooreenkomstig die Wet op Verpleging, 1957, as 'n verpleër geregistreer is of wat geag word as sodanig ooreenkomstig genoemde Wet geregistreer te wees, of wat in besit is van 'n geldige bekwaamheidsertifikaat in eerste hulp wat uitgereik is deur—

(a) die Suid-Afrikaanse Rooikruisvereniging;

(b) die St John Ambulance Association; of

(c) die Suid-Afrikaanse Noodhulpiga; (63)

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

(a) Gekookte goedere, pastagoedere of toffies opbou, fatsoeneer, strepe daarop trek of dit versier;

(b) met die hand in sjokolade of fourree doop, of met die hand met sjokolade of fourree bestryk;

(c) 'n sjokoladetoedraaimasjien bedien;

(d) 'n "neapolitan"-sjokolademasjien bedien;

(e) 'n sjokoladeraffineermasjien bedien;

(f) 'n conche-masjien bedien;

(g) 'n dropuitdrukmasjien bedien;

(44) "operating a machine" means starting or stopping a machine, making essential minor running adjustments to the machine and checking or scrutinising the work done by the machine; (37)

(45) "overtime" means that portion of any period worked by an employee for his employer during a week or on a day, as the case may be, which is longer than the ordinary working hours prescribed for such employee in clause 5 (1), but does not include a period during which an employee works for his employer on a Sunday; (42)

(46) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (50)

(47) "public holiday" means New Year's Day (or the succeeding Monday whenever New Year's Day falls on a Sunday), Good Friday, Ascension Day, Republic Day, Day of the Vow and Christmas Day; (43)

(48) "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 case does not entitle him to such higher rate; (18)

(49) "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; (47)

(50) "set massmeter" means a massmeter which has been set, other than by a general worker, for the repetition measuring of goods to one mass only but does not include a spring massmeter; (55)

(51) "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; (48)

(52) "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; (25)

(53) "storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch; (31)

(54) "sweetmaker" means an employee who is responsible to the management or a foreman for supervising the operations and the degree to which the operations are applied, involved in—

(a) the making of a sweet mass in any cooking vessel;

(b) the treatment of a sweet mass, including colouring, flavouring, spicing, adding nuts, fruit or other ingredients until the sweet mass is finally ready to be wrapped, poured, cut, shaped or otherwise fabricated;

(c) the roasting, winnowing or boiling of cocoa beans or nuts, or the processing of chocolate (other than the melting of ready-made couverture) until it is ready to be used for dipping or coating or to be formed, poured, wrapped or otherwise fabricated;

(d) panning;

(e) the making of condensed milk; or

(f) the making of jam;

and who may perform any of the duties listed in any one or more of paragraphs (a) to (f); (27)

(55) "tractor" means a motor vehicle, other than a mechanical horse, designed or adapted mainly to pull other vehicles and not to carry any load; (52)

(56) "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; (49)

(57) "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; (26)

(58) "travelling representative" means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (45)

(h) 'n tabletjiesny- en stempelmasjien bedien;

(i) 'n masjien bedien wat lekkergoed in foelie, sellulosefilm, waspapier of enige ander materiaal toedraai, hetsy sodanige toedraai in kombinasie met ander prosesse deur die masjien gedoen word, al dan nie;

(j) 'n vormmasjien bedien, en by die toepassing van hierdie omskrywing beteken "vormmasjien" 'n masjien waarin die afsonderlike stuk lekkergoed gefatsoeneer word deur die giet van vloeibare lekkergoedmateriaal in permanente vorms;

(k) 'n pakkie maak- en vulmasjien bedien;

(l) 'n kragaaangedrewe papier- of kartonvalmes bedien;

(m) 'n kragaaangedrewe vormmasjien van die rostoplast- of uniplast-tipe of 'n tipe soortgelyk daaraan wat vir die vorming van kooklekkers gebruik word, bedien;

(n) 'n kragkerfmasjien bedien;

(o) 'n stysel- of "master mogul"-masjien bedien;

(p) met die hand buisversiering doen met sjokolade, fourree en room; (26)

(61) "werknemer graad II" 'n werknemer wat een of meer van die volgende aktiwiteite of werksaamhede verrig—

(a) Posseëls op briewe, pakkette of ander artikels plak om dit te pos, of 'n handbediende frankeermasjien gebruik;

(b) bestellings opmaak of dose, sakke of ander houers vir versending merk, brandmerk, sjabloneer of etiketteer deur middel van 'n proses vir die uitvoering waarvan die vermoë om te lees 'n vereiste is;

(c) suiker kook;

(d) kakaoboontjies, neute of ander grondstowwe skoonmaak of sorteer, uitgesonderd die verwydering van vreemde stowwe soos in die omskrywing van "algemene werker" vermeld;

(e) maaltye wat in 'n bedryfsinrigting geëet word, kook of andersins berei;

(f) kristalliseerwerk;

(g) vrugte of ander grondstowwe na grootte sny of dit fyn druk;

(h) lekkergoed in stysel plaas;

(i) bestanddele, met inbegrip van stroop in draaipanne voer of giet;

(j) in 'n masjien voer;

(k) houers vul en massameet, uitgesonderd op 'n voorafgestelde massameter;

(l) lekkergoed met die vingers of met 'n vurk merk of andersins versier, uitgesonderd buisversiering;

(m) briewe vou of in koevert plaas;

(n) met die hand indoop of bestryk, uitgesonderd dié wat in die omskrywing van "werknemer graad I" vermeld word;

(o) vrugte, neute of ander eetbare materiale in lekkergoedpreparate, uitgesonderd sjokolade of fourree, meng of insit;

(p) kartondose vervaardig, uitgesonderd opvoubare dose uit plat stukke vou;

(q) onder toesig stroop maak;

(r) lekkergoed met lekkergoedmassa vorm, fatsoeneer, uit vorms haal of ingiet, uitgesonderd op die wyse wat in item (1) van die omskrywing van "werknemer graad III" vermeld word;

(s) enige kragmasjien bedien, uitgesonderd 'n masjien wat in die omskrywing van "werknemer graad I" vermeld word;

(t) goedere vir voorraad verpak, uitgesonderd verpakte artikels van dieselfde grootte en getal plaas in houers wat spesiaal vervaardig is om dit te bevat;

(u) lekkergoed volgens getal, grootte, massa, rangskikking of soort met die hand in houers pak;

(v) voorberei of meng, uitgesonderd by werksaamhede in die omskrywing van "werknemer graad III" genoem;

(w) klaar gemengde geursels ingiet;

(x) deeg, pasta of ander preparate van suiker of sjokolade uittrek, oprol, uitrol, sny of stempel;

(y) kakaoboontjies, neute, vrugte of ander grondstowwe rooster of kook, sonder om verantwoordelikheid vir die graad van die rooster- of kookwerk te neem;

(z) pakkies of sakkies van sellulosefilm verseël;

(aa) neute of vrugte uitdop, ontpit, afskil of uitdroog;

(ab) blokwerk wat nie elders uitdruklik in hierdie klousule vermeld word nie;

(ac) lekkergoed sorteer, uitgesonderd die werksaamhede wat in item (r) van die omskrywing van "algemene werker" vermeld word;

(ad) goedere van die vervoerband van 'n sjokoladetoedraaimasjien afneem;

(ae) 'n hand- of voetbediende papier- of kartonvalmes gebruik;

(af) 'n hand- of voetbediende kerfmasjien gebruik;

(ag) massameet maar nie met 'n voorafgestelde massameter nie, of meetwerk verrig, uitgesonderd volgens of met 'n vaste maat;

(ah) kakaoboontjies uitwan of die kiem daaruit verwyder;

(59) "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; (46)

(60) "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 correspondig meanings; (29)

(61) "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); (57)

(62) "week" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls; (58)

(63) "welfare officer" means an employee who is registered or deemed to be registered as a nurse in terms of the Nursing Act, 1978, or who holds a current certificate of competency in first aid issued by—

(a) the Red Cross Society of South Africa;

(b) the St John Ambulance Association; or

(c) the Suid-Afrikaanse Noodhulp Liga; (59)

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:*

(ai) dose of pakkette toedraai;

(aj) lekkergoed met die hand toedraai; (27)

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

(a) 'n Ambagsman of faktotum bystaan deur artikels of gereedskap vas te hou of op 'n ander wyse met hom saam te werk as om die gereedskap selfstandig te gebruik;

(b) 'n papier, sellulosefilm of soortgelyke materiaal volgens 'n vaste maat met die hand sny;

(c) lekkergoed met die hand sny;

(d) briewe, boodskappe of goedere te voet, of deur middel van 'n voet- of handvoertuig aflewer;

(e) bakke met stysel, klapper, vermicelli of soortgelyke materiaal met die hand vul, gelykmaak of leegmaak;

(f) massahouers vul of leegmaak, of klaargemaakte lekkers in massa meng;

(g) met die hand hardmaak;

(h) lekkergoed (uitgesonderd sjokolade) met die hand losmaak, breek of van mekaar skei;

(i) masjinerie of voertuie olie of smeer;

(j) lekkergoed of materiaal op 'n vervoerband, uitgesonderd die band van 'n sjokoladetoedraaimasjien, plaas of dit daarvan verwyder;

(k) stysel deur middel van 'n lugblaasapparaat, handsif of kwas van lekkergoed verwyder, of stysel met die hand sif;

(l) lekkergoed verwyder uit bakke waarin dit gevorm is;

(m) met die hand skuur; (28)

(63) "wet" ook die gemene reg; (34)

3. BESOLDIGING

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

(a) *Werknemers, uitgesonderd los werknemers:*

	In the Magisterial Districts of Lower Tugela, Port Shepstone and Volksrust and the municipal areas of King William's Town and Pietersburg		In the municipal area of Kroonstad		In the Magisterial Districts of Bloemfontein, Dundee, Inanda, Klerksdorp and Welkom		In all other areas	
	During the first 12 months after the Determination becomes effective	Thereafter	During the first 12 months after the Determination becomes effective	Thereafter	During the first 12 months after the Determination becomes effective	Thereafter	During the first 12 months after the Determination becomes effective	Thereafter
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Artisan.....	108,10	110,86	113,62	116,84	120,06	128,34	129,72	139,84
Assistant despatch clerk.....	44,62	48,76	50,14	54,74	55,20	60,26	60,72	65,32
Assistant foreman.....	93,38	97,52	100,28	109,02	110,86	120,06	121,44	130,64
Assistant storeman.....	44,62	48,76	50,14	54,74	55,20	60,26	60,72	65,32
Boiler attendant.....	35,88	38,64	39,56	43,24	44,16	47,84	48,30	51,98
Chargehand.....	40,02	43,70	44,62	49,20	49,68	53,82	54,28	58,42
Chauffeur.....	46,00	48,76	50,14	52,44	55,20	57,50	60,26	63,02
Clerk, unqualified—								
during the first year of experience.....	40,48	45,08	46,00	51,06	50,60	55,66	55,20	60,72
during the second year of experience.....	52,44	57,04	58,42	64,40	64,40	70,38	70,38	76,36
during the third year of experience.....	63,94	68,54	70,38	77,28	77,74	84,64	85,56	92,46
qualified.....	75,44	80,50	82,80	90,62	91,54	99,36	100,74	108,10
Cloakroom attendant.....	40,02	43,70	44,62	49,22	49,68	53,82	54,28	58,42
Despatch clerk.....	75,44	80,50	82,80	90,62	91,54	99,36	100,74	108,10
Driver of a—								
(i) light motor vehicle.....	46,00	48,76	50,14	52,44	55,20	57,50	60,26	63,02
(ii) medium motor vehicle.....	54,28	56,12	58,88	62,10	64,86	68,08	71,30	74,98
(iii) heavy motor vehicle.....	62,10	64,86	67,16	71,76	74,52	78,66	81,88	86,02
(iv) extra heavy motor vehicle.....	64,40	68,54	70,84	77,28	78,20	84,64	85,56	92,46
Factory clerk, unqualified—								
during the first six months of experience.....	37,26	40,48	41,40	45,08	46,00	49,68	50,14	53,82
qualified.....	41,86	45,54	46,46	51,06	51,52	55,66	56,58	60,72
Foreman.....	112,24	115,00	118,22	120,98	125,58	132,48	133,86	144,44
*General worker.....	30,82	33,58	34,50	37,72	38,18	41,40	41,85	45,07
Grade I employee, unqualified—								
during the first six months of experience.....	35,88	41,86	43,24	46,92	47,84	51,98	52,44	56,58
qualified.....	41,86	45,54	46,46	51,06	51,52	55,66	56,58	60,72

	In the Magisterial Districts of Lower Tugela, Port Shepstone and Volksrust and the municipal areas of King William's Town and Pietersburg		In the municipal area of Kroonstad		In the Magisterial Districts of Bloemfontein, Dundee, Inanda, Klerksdorp and Welkom		In all other areas	
	During the first 12 months after the Determination becomes effective	Thereafter	During the first 12 months after the Determination becomes effective	Thereafter	During the first 12 months after the Determination becomes effective	Thereafter	During the first 12 months after the Determination becomes effective	Thereafter
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Grade II employee, unqualified								
during the first six months of experience	35,88	38,64	39,56	43,24	44,16	47,84	48,30	51,98
during the second six months of experience	38,64	40,48	41,50	45,08	46,00	49,68	50,14	53,82
qualified	39,56	41,86	43,24	46,92	47,84	51,98	52,44	56,58
Grade III employee	35,88	38,64	39,56	43,24	44,16	47,84	48,30	51,98
Group leader	45,08	49,68	51,06	55,66	56,58	61,18	61,64	66,70
Handyman	46,00	50,14	51,52	56,58	57,04	62,10	62,56	67,62
Machine handyman	56,12	59,80	62,10	67,16	68,54	73,60	75,44	80,04
Mobile hoist operator, unqualified—								
during the first three months of experience	37,26	40,48	41,40	45,08	46,00	49,68	50,14	53,82
qualified	40,02	43,70	44,62	49,22	49,68	53,82	54,28	58,42
Security guard	40,48	45,08	46,00	51,06	50,60	55,66	55,20	60,72
Storeman	75,44	80,50	82,80	90,62	91,54	99,36	100,74	108,10
Sweetmaker, unqualified—								
during the first year of experience	40,02	45,08	46,00	51,06	50,60	55,66	55,20	60,72
during the second year of experience	55,20	61,64	62,56	69,46	69,46	75,90	75,90	82,34
during the third year of experience	70,38	77,74	79,58	87,40	88,32	95,68	96,60	104,42
qualified	85,10	94,30	96,60	105,80	106,72	115,92	117,30	126,04
Travelling representative, unqualified—								
during the first year of experience	80,96	82,80	86,02	87,86	90,16	95,22	96,14	103,50
during the second year of experience	91,08	92,92	96,10	98,44	101,66	107,18	108,10	116,38
during the third year of experience	100,74	102,58	106,72	108,56	113,16	118,68	119,60	128,80
qualified	110,86	112,70	116,84	119,14	124,66	130,64	131,56	141,68
Travelling representative's assistant	46,00	48,76	50,14	52,44	55,20	57,50	60,26	63,02
Watchman	35,88	38,64	39,56	43,24	44,16	47,84	48,30	51,98
Welfare office	68,08	70,84	74,52	79,12	80,04	86,94	87,86	94,76
Employee not specifically mentioned elsewhere in this subclause	35,88	38,64	39,56	43,24	44,16	47,84	48,30	51,98

* Provided that the wages of a general worker may be reduced by not more than 10 per cent during the first four weeks at this first entry into the employ of an employer in the Sweet Manufacturing Industry."

	In die landdrosdistrikte Lower Tugela, Port Shepstone en Volksrust en die munisipale gebiede King William's Town en Pietersburg		In die munisipale gebied Kroonstad		In die landdrosdistrikte Bloemfontein, Dundee, Inanda, Klerksdorp en Welkom		In alle ander gebiede	
	Gedurende die eerste 12 maande nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste 12 maande nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste 12 maande nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste 12 maande nadat hierdie Vasstelling bindend word	Daarna
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
*Algemene werker.....	30,82	33,58	34,50	37,72	38,18	41,40	41,85	45,07
Ambagsman	108,10	110,86	113,62	116,84	120,06	128,34	129,72	139,84
Assistent-magasyman.....	44,62	48,76	50,14	54,74	55,20	60,26	60,72	65,32
Assistent-versendingsklerk	44,62	48,76	50,14	54,74	55,20	60,26	60,72	65,32
Assistent-voorman	93,38	97,52	100,28	109,02	110,86	120,06	121,44	130,64
Bediener van 'n mobiele hystoestel, ongekwalifiseerd—								
gedurende die eerste drie maande ondervinding	37,26	40,48	41,40	45,08	46,00	49,68	50,14	53,82
gekwalifiseerd	40,02	43,70	44,62	49,22	49,68	53,82	54,28	58,42
Chauffeur	46,00	48,76	50,14	52,44	55,20	57,50	60,26	63,02
Drywer van 'n—								
(i) ligte motorvoertuig	46,00	48,76	50,14	52,44	55,20	57,50	60,26	63,02
(ii) medium motorvoertuig	54,28	56,12	58,88	62,10	64,86	68,08	71,30	74,98
(iii) swaar motorvoertuig	62,10	64,86	67,16	71,76	74,52	78,66	81,88	86,02
(iv) ekstra swaar motorvoertuig	64,40	68,54	70,84	77,28	78,20	84,64	85,56	92,46
Fabrieksklerk, ongekwalifiseerd—								
gedurende die eerste ses maande ondervinding	37,26	40,48	41,40	45,08	46,00	49,68	50,14	53,82
gekwalifiseerd	41,86	45,54	46,46	51,06	51,52	55,66	56,58	60,72
Faktotum	46,00	50,14	51,52	56,58	57,04	62,10	62,56	67,62
Groepleier	45,08	49,68	51,06	55,66	56,58	61,18	61,64	66,70
Kleedkamerbediener	40,02	43,70	44,62	49,22	49,68	53,82	54,28	58,42
Ketelbediener	35,88	38,64	39,56	43,24	44,16	47,84	48,30	51,98
Klerk, ongekwalifiseerd—								
gedurende die eerste jaar ondervinding	40,48	45,08	46,00	51,06	50,60	55,66	55,20	60,72
gedurende die tweede jaar ondervinding	52,44	57,04	58,42	64,40	64,40	70,38	70,38	76,36
gedurende die derde jaar ondervinding	63,94	68,54	70,38	77,28	77,74	84,64	85,56	92,46
gekwalifiseerd	75,44	80,50	82,80	90,62	91,54	99,36	100,74	108,10

	In die landdrosdistrikte Lower Tugela, Port Shepstone en Volksrust en die munisipale gebiede King William's Town en Pietersburg		In die munisipale gebied Kroonstad		In die landdrosdistrikte Bloemfontein, Dundee, Inanda, Klerksdorp en Welkom		In alle ander gebiede	
	Gedurende die eerste 12 maande nadat hierdie Vastelling bindend word	Daarna	Gedurende die eerste 12 maande nadat hierdie Vastelling bindend word	Daarna	Gedurende die eerste 12 maande nadat hierdie Vastelling bindend word	Daarna	Gedurende die eerste 12 maande nadat hierdie Vastelling bindend word	Daarna
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Lekkergoedmaker, ongekwalifiseerd—								
gedurende die eerste jaar ondervinding	40,02	45,08	46,00	51,06	50,60	55,66	55,20	60,72
gedurende die tweede jaar ondervinding	55,20	61,64	62,56	69,46	69,46	75,90	75,90	82,34
gedurende die derde jaar ondervinding	70,38	77,74	79,58	87,40	88,32	95,68	96,60	104,42
gekwalifiseerd	85,10	94,30	96,60	105,80	106,72	115,92	117,30	126,04
Magasynman	75,44	80,50	82,80	90,62	91,54	99,36	100,74	108,10
Masjienfaktotum	56,12	59,80	62,10	67,16	68,54	73,60	75,44	80,04
Onderbaas	40,02	43,70	44,62	49,20	49,68	53,82	54,28	58,42
Reisende verteenwoordiger, ongekwalifiseerd—								
gedurende die eerste jaar ondervinding	80,96	82,80	86,02	87,86	90,16	95,22	96,14	103,50
gedurende die tweede jaar ondervinding	91,08	92,92	96,10	98,44	101,66	107,18	108,10	116,38
gedurende die derde jaar ondervinding	100,74	102,58	106,72	108,56	113,16	118,68	119,60	128,80
gekwalifiseerd	110,86	112,70	116,84	119,14	124,66	130,64	131,56	141,68
Reisende verteenwoordiger se assistent	46,00	48,76	50,14	52,44	55,20	57,50	60,26	63,02
Sekuriteitswag	40,48	45,08	46,00	51,06	50,60	55,66	55,20	60,72
Versendingsklerk	75,44	80,50	82,80	90,62	91,54	99,36	100,74	108,10
Voorman	112,24	115,00	118,22	120,98	125,58	132,48	133,86	144,44
Wag	35,88	38,64	39,56	43,24	44,16	47,84	48,30	51,98
Welsynsbeampte	68,08	70,84	74,52	79,12	80,04	86,94	87,86	94,76
Werknemer graad I, ongekwalifiseerd—								
gedurende die eerste ses maande ondervinding	35,88	41,86	43,24	46,92	47,84	51,98	52,44	56,58
gekwalifiseerd	41,86	45,54	46,46	51,06	51,52	55,66	56,58	60,72
Werknemer graad II, ongekwalifiseerd—								
gedurende die eerste ses maande ondervinding	35,88	38,64	39,56	43,24	44,16	47,84	48,30	51,98
gedurende die tweede ses maande ondervinding	38,64	40,48	41,50	45,08	46,00	49,68	50,14	53,82
gekwalifiseerd	39,56	41,86	43,24	46,92	47,84	51,98	52,44	56,58
Werknemer graad III	35,88	38,64	39,56	43,24	44,16	47,84	48,30	51,98
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie	35,88	38,64	39,56	43,24	44,16	47,84	48,30	51,98

* Met dien verstande dat die lone van 'n algemene werker met hoogstens 10 persent verminder kan word gedurende die eerste vier weke by sy eerste toetrede tot die diens van 'n werkgewer in die Lekkergoednywerheid.

(b) *Casual employees.*—For each day or part of a day of employment, other than a public holiday as defined or a Sunday, not less than—

(i) One-fifth, if the maximum prescribed ordinary hours of work of such employee are nine;

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

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 an employee of that class who is entitled to the highest wage on the scale;

(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) *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), he shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with the definition of "wage" in clause 2 and with subclause (3), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 5 or less.

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

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

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

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

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

(ii) 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 hourly wage of a casual employee shall be his wage for that day divided by the number of ordinary hours worked by him on such day.

(c) 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.

(d) 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) an employee 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) an employee 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) 23c if the engine capacity of the vehicle in which the employee so travelled does not exceed 1 300 cm³;

(ii) 29c if the engine capacity of such vehicle exceeds 1 300 cm³ but not 2 500 cm³;

(iii) 35c if the engine capacity of such vehicle exceeds 2 500 cm³.

(b) *Los werknemers.*—Vir elke dag of gedeelte van 'n dag diens, uitgesonderd 'n openbare vakansiedag soos omskryf of 'n Sondag, minstens—

(i) een vyfde, indien die maksimum voorgeskrewe gewone werkure van sodanige werknemer nege;

(ii) een sesde, indien sodanige maksimum agt is;

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

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

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

(2) *Kontrakgrondslag.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus, en, behoudens klousule 4 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat by klousule (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 werkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het

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

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

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

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

(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 waar die verskil tussen klasse ingevolge subklousule (1) op ondervinding berus nie;

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

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

(b) Die uurloon van 'n los werknemer is sy loon vir daardie dag gedeel deur die getal gewone werkure wat hy op sodanige dag werk.

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

(d) 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 werknemer wat van sy werkgewer se motorvervoer gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgewer 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 werknemer van wie vereis word om motorvervoer vir die uitvoering van sy pligte te verskaf, moet sy werkgewer hom vir elke kilometer wat hy by die uitvoering van sy pligte afgelê het, 'n vervoertoelae betaal van minstens—

(i) 23c indien die enjinkapasiteit van die voertuig waarin die werknemer aldus gereis het, hoogstens 1 300 cm³ is;

(ii) 29c indien die enjinkapasiteit van sodanige voertuig meer as 1 300 cm³ maar hoogstens 2 500 cm³ is;

(iii) 35c indien die enjinkapasiteit van sodanige voertuig meer as 2 500 cm³ is.

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

(a) an employee, other than an employee referred to in paragraph (b) 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 R23,00 for each night where such absence expense over one or more nights;

(b) a chauffeur, driver, an employee assisting on a vehicle and a travelling representative's assistant who, 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 R11,00 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) *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 employee 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 employee, other than an employee assisting on a vehicle and a travelling representative's assistant, to comply with such a requirement, the employer shall, before any such journey is undertaken by such employee, provide him with a suitable book or forms in or on which to keep the appropriate records.

(8) *Night shift allowance.*—(a) An employer who requires or permits his employee, other than a casual employee or a security guard or a watchman, to work night shift shall pay such employee, in addition to his wage, an allowance at a rate of not less than 15 per cent of his hourly wage for each hour or part of an hour worked by such an employee on night shift within his ordinary hours of work.

(b) Paragraph (a) shall not apply to—

(i) an employee whose attendance is necessary at night in connection with a cooling system or the generation of light or power; or

(ii) an employee who is regularly in receipt of a wage at a rate of not less than the amounts specified in clause 5 (7) (a) (ii).

4. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees.*—Save as provided in clauses 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 during his ordinary hours of work or within 15 minutes thereafter on the usual pay-day of the establishment for such employee (or in the case of a shift worker at a time agreed upon between 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 in that period;

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

(f) the number of hours worked by the employee on a Sunday, or a public holiday, as defined;

(g) the employee's wage;

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

(i) details of any deductions made; and

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

(a) 'n werknemer, uitgesonderd 'n werknemer genoem in paragraaf (b), 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, moet sy werkgever—

(i) 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) hom 'n onderhoudstoelae van minstens R23 vir elke nag betaal as sodanige afwesigheid oor een of meer nagte strek;

(b) 'n chauffeur, 'n drywer, 'n werknemer wat op 'n voertuig help en 'n reisende verteenwoordiger se assistent wat, by die uitvoering van sy pligte, vir 'n langer tydperk as ses agtereenvolgende ure van sy woonplek en sy werkgever se bedryfsinrigting afwesig is, moet sy werkgever—

(i) 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) hom 'n onderhoudstoelae van minstens R11 vir elke nag betaal as sodanige 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.

(7) *Betaling van reis- en verblyfstoelae 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 werknemer vereis om elke eis so op te stel dat dit weergee, in die geval van 'n eis ingevolge—

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

(ii) subklousule (5) (b), die afstand wat hy elke dag afgelê het, die plekke wat besoek is en, uitgesonderd in munisipale gebiede, die roete wat gevolg is;

(iii) subklousule (6), die tyd waarop elke tydperk van afwesigheid begin en geëindig het;

en ten einde sy werknemer, uitgesonderd 'n werknemer wat op 'n voertuig help en 'n reisende verteenwoordiger se assistent, in staat te stel om aan so 'n vereiste te kan voldoen, moet sy werkgever, voordat sodanige reis deur sodanige werknemer onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word.

(8) *Nagsktoelae.*—(a) 'n Werkgever wat van sy werknemer, uitgesonderd 'n los werknemer of 'n sekuriteitswag of 'n wag, vereis of hom toelaat om nagskof te werk, moet aan sodanige werknemer benewens sy loon 'n toelae betaal van minstens 15 persent van sy uurloon vir elke uur of gedeelte van 'n uur wat sodanige werknemer nagskof binne sy gewone werkure gewerk het.

(b) paragraaf (a) is nie van toepassing nie op—

(i) 'n werknemer wie se teenwoordigheid snags nodig is in verband met 'n verkoelingstelsel of die ontwikkeling van lig of krag; of

(ii) 'n werknemer wat gereeld 'n loon ontvang teen 'n skaal van minstens die bedrae in klousule 5 (7) (a) (ii) gespesifiseer.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalingen van klousules 3 (7) en 6 (4), moet 'n bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, tweewekliks of maandeliks gedurende sy gewone werkure of binne 15 minute nadat die werk gestaak is in kontant betaal word op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer (of in die geval van 'n skofwerker, op 'n tydstop waarvoor sodanige werknemer en sy werkgever ooreengekom het en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar nie later nie as 24 uur na die gewone betaaldag) of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n geseëlde koever 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 gedurende daardie tydperk;

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

(f) die getal ure wat die werknemer op 'n Sondag of 'n openbare feesdag, soos omskryf, gewerk het;

(g) die werknemer se loon;

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

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

(j) the net 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 an accompanying notice or in a notice kept posted in some conspicuous place in the establishment, accessible to all employees affected thereby;

(ii) with the consent of the employee the amount due to him may be paid by cheque or at his written request 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 subparagraphs (d), (e) and (f) need not be furnished in respect of an employee referred to in clause 5 (7) (a).

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

(3) *Premiums*.—Subject to the provisions of any other law no payment by or on behalf of an employee 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 and 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) *Deductions*.—An employer shall not levy any fines against his employee nor may he make any deductions from his employee's remuneration other than the following:

(a) With the written consent of the 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 determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence.

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

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

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

(e) Whenever the ordinary hours of work prescribed in clause 5 are reduced because 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 a 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, registered financial institution, local authority 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 a body referred to in paragraph (i).

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

en sodanige koever 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 koever of houer of in sodanige staat aangeteken kan word, welke kode volledig uiteengesit en verduidelik moet word in 'n bygaande kennisgewing of in 'n kennisgewing wat op 'n opsigtelike plek in die bedryfsinrigting opgeplak moet bly en toeganklik moet wees vir alle werknemers wat daardeur geraak word;

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

(iii) die inligting bedoel in subparagrafe (d), (e) en (f) hoef nie verstrekt te word ten opsigte van 'n werknemer bedoel in klousule 5 (7) (a) nie.

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

(3) *Premies*.—Behoudens die bepalings van 'n ander wet mag geen betaling deur of namens 'n werknemer regstreeks of onregstreeks vir die indiensneming of opleiding van daardie 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) *Akkommodasie, etes en rantsoene*.—Behoudens die bepalings van die Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om akkommodasie, etes of rantsoene van enige iemand wat op enige plek deur hom aangewys, aan te neem nie.

(6) *Aftekings*.—'n Werkgever mag sy werknemer geen boetes opleë of enige bedrae van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:

(a) Met die skriftelike toestemming van die werknemer, 'n bedrag vir 'n vakansie-, sieke-, mediese-, versekerings-, spaar-, voorsorg-, of pensioenfondse, of vir ledegede aan '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 werkkure ontvang het.

(c) Enige bedrag wat 'n werkgever regtens of in gevolge 'n bevel van 'n bevoegde hof moet of kan aftrek.

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

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

(e) Wanneer die gewone werkkure 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 werkkure 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 werkkure te verminder;

(iii) geen aftrekking in die geval van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens die wisselvalligheid van die weer, 'n tekort aan vervoer, 'n onklaarraking van masjinerie of installasie of die onklaarraking van of dreigende onklaarraking van geboue, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie.

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

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

(ii) 'n organisasie of liggaam ten opsigte van die huur van 'n woonhuis of huisvesting in 'n hostel wat sodanige werknemer bewoon, as sodanige woonhuis of hostel deur bemiddeling van sodanige organisasie of liggaam verskaf word uitsluitlik of gedeeltelik met fondse vir die doel voorgeskiet deur die Staat of 'n liggaam in paragraaf (i) hiervan bedoel.

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

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

(a) a casual employee in an establishment in which the employees normally work on—

(i) not more than five days in a week, nine on any day;

(ii) more than five days in a week, eight 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 an employee who normally works on—

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

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

(c) a shift worker—

(i) 45 in any week from Monday to Saturday, inclusive; and

(ii) subject to subparagraph (i), eight on any day;

(d) any other employee—

(i) 45 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) not more than five days in a week, nine on any day;

(ab) more than five days in a week, eight on any day; Provided the hours on one day do not exceed five.

(2) *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 not 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 shift 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 law.

(3) *Rest intervals.*—An employer shall grant to his employee 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, the employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the employee's ordinary hours of work.

(4) *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.

(5) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime, otherwise than in accordance with an agreement concluded with the employee and provided that the overtime shall not exceed more than, in the case of—

(a) a casual employee, three 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.

(6) *Payment for overtime.*—An employer shall pay an employee who works overtime not less than—

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

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

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

(a) 'n los werknemer in 'n bedryfsinrigting waarin die werknemers—

(i) hoogstens vyf dae per week werk, nege op 'n dag;

(ii) meer as vyf dae per week werk, agt op 'n dag;

(b) 'n sekuriteitswag of 'n wag—

(i) sestig in 'n week van Maandag tot en met Saterdag, en

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

(aa) hoogstens vyf dae per week werk, 12 op 'n dag;

(ab) meer as vyf dae per week werk, 10 op 'n dag;

(c) 'n skofwerker—

(i) 45 in 'n week van Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i), agt op 'n dag;

(d) enige ander werknemer—

(i) 45 in 'n week van Maandag tot en met Saterdag; en

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

(aa) hoogstens vyf dae per week werk, nege op 'n dag;

(ab) meer as vyf dae per week werk, agt op 'n dag: Met dien verstande dat die ure op een dag hoogstens vyf is.

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

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

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

(iii) as sodanige pouse langer as een uur is, behalwe waar voorbehoudsbepaling (vii) van toepassing is, enige tydperk wat een en 'n kwart uur te bowe gaan, geag word werktid te wees;

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

(v) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op enige 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 of die wag 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 persele skoonmaak, waar sodanige pouse langer as drie uur is, enige tyd wat drie uur te bowe gaan, geag word deel van die gewone werkure uit te maak;

(viii) sodanige pouse nie aan 'n skofwerker 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 sy pos bly, tensy dit ingevolge 'n wet verbied word.

(3) *Ruspouses.*—'n Werkgewer moet aan sy werknemer 'n ruspouse van minstens 10 minute toestaan so na as doenlik aan die middel van elke eerste werktidperk en tweede werktidperk van die dag, en gedurende sodanige pouse mag daar nie van die werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en daar word geag dat sodanige pouse deel van die gewone werkure van die werknemer uitmaak.

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

(5) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie, buiten in ooreenstemming met 'n ooreenkoms wat met die werknemer gesluit is en met dien verstande dat die oortyd nie meer is nie as, in die geval van—

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

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

(c) enige ander werknemer, drie uur op 'n dag en 10 uur in 'n week.

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

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

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

(7) *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 350 per month in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Inanda, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pietermaritzburg, Pinetown, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria and the municipal areas of Bloemfontein, Port Elizabeth, Pretoria and Welkom;

(ab) not less than R1 250 per month in the Magisterial Districts of Delmas, Dundee, Lower Tugela and Port Shepstone and the municipal areas of King William's Town, Kroonstad and Pietersburg;

(ac) not less than R1 150 per month in any other area referred to in clause 1 (1).

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

(c) Subclause (3) shall not apply to a boiler attendant, a chauffeur, a driver or an employee who accompanies such driver, a shift worker, and a general worker maintaining a fire in a boiler.

(d) Subclauses (2) and (3) shall not apply to 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 subclause (1) be regarded as time worked by him.

6. ANNUAL LEAVE

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

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

- (i) not more than five days in a week, 15 consecutive work-days' leave;
- (ii) more than five days in a week, 18 consecutive work-days' leave;

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

- (i) not more than five days in a week, 20 consecutive work-days' leave;
- (ii) more than five days in a week, 24 consecutive work-days' leave;

(c) any other employee who normally works on—

- (i) not more than five days in a week, 15 consecutive work-days' leave;
- (ii) more than five days in a week, 18 consecutive work-days' leave; and the employee shall take such leave and the employer shall pay the 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 the weekly wage at any date of any employee who is employed on piece-work or commission work shall be his average remuneration for the preceding 13 weeks or if a lesser period has been worked, for the number of completed weeks so worked.

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

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

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

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

(ii) any period during which the employee is under notice of termination of employment in terms of clause 13; or

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

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

(7) *Voorbewoudsbepalings.*—(a) Hierdie klousule is nie van toepassing nie op—

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

(ii) enige ander klas werknemer indien en solank sodanige werknemer gereeld 'n loon ontvang van—

(aa) minstens R13 500 per maand in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Inanda, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pietermaritzburg, Pinetown, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria en die munisipale gebiede Bloemfontein, Port Elizabeth, Pretoria en Welkom;

(ab) minstens R1 250 per maand in die landdrosdistrikte Delmas, Dundee, Lower Tugela en Port Shepstone en die munisipale gebiede King William's Town, Kroonstad en Pietersburg;

(ac) minstens R1 150 per maand in enige ander gebied in klousule 1 (1) genoem.

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

(c) Subklousule (3) is nie van toepassing nie op 'n ketelbediener, 'n chauffeur, 'n drywer of 'n werknemer wat sodanige drywer vergesel, 'n skofwerker en 'n algemene werker wat 'n vuur in 'n ketel in stand hou.

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

6. JAARLIKSE VERLOF

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

(a) 'n sekuriteitswag of 'n wag wie se gewone werkure hoogstens 48 uur in 'n week is en wat gewoonlik—

- (i) hoogstens vyf dae per week werk, 15 agtereenvolgende werkdade;
- (ii) meer as vyf dae per week werk, 18 agtereenvolgende werkdade;
- (b) 'n sekuriteitswag of 'n wag, [uitgesonderd 'n sekuriteitswag of 'n wag in paragraaf (a) genoem], 'n reisende verteenwoordiger of 'n reisende verteenwoordiger se assistent, wat gewoonlik—

- (i) hoogstens vyf dae per week werk, 20 agtereenvolgende werkdade;
- (ii) meer as vyf dae per week werk, 24 agtereenvolgende werkdade;
- (c) enige ander werknemer wat gewoonlik—
- (i) hoogstens vyf dae per week werk, 15 agtereenvolgende werkdade;
- (ii) meer as vyf dae per week werk, 18 agtereenvolgende 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) '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 vir die doel van hierdie klousule die weekloon op enige datum van 'n werknemer wat stukwerk of kommissiewerk doen, sy gemiddelde besoldiging is vir die voorafgaande 13 weke, of indien 'n korter periode gewerk is, die aantal voltooië weke wat aldus gewerk is.

(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, die werkgewer 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 verloftydperk nie mag saamval nie met—

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

(ii) 'n tydperk waartydens die werknemer kennis van diensbeëindiging ingevolge klousule 13 uitdien;

(iii) 'n tydperk waartydens die werknemer militêre diens ondergaan;

(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 employment to which the annual 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, at the written request of the employee, not later than the first pay-day after the expiration of the leave.

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued and been taken 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—

(a) an employee referred to in subclause (1) (a) or (c), one fourth, and

(b) in the case of an employee referred to in 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 shall not be entitled to any payment by virtue of this subclause—

(i) if he 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) if he leaves his employment without cause recognised by law as sufficient.

(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 in any leave cycle to not more than 10 weeks in the aggregate, 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; and

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

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

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

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

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

(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 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.

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

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

Met dien verstande dat—

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

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

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

(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 moet op skriftelike versoek van die werknemer uiterlik op die eerste betaaldag na verstryking van die verloftydperk van sodanige werknemer betaal word.

(5) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van daardie termyn opgeloopt het en geneem is, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens, in die geval van—

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

(b) '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 werkgewer 'n eweredige bedrag kan aftrek ten opsigte van 'n tydperk van geleentheidsverlof wat hy met volle betaling aan 'n werknemer op laasgenoemde se skriftelike versoek verleen het: Voorts met dien verstande dat, behoudens klousule 13 (4), 'n werknemer ingevolge hierdie subklousule nie geregtig is nie op 'n betaling—

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

(ii) indien hy sy diens sonder 'n regsgeldige rede verlaat.

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

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

(a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 13 betaal in plaas van kennis te gee;

(b) enige tydperk in 'n verloftydkring tot altesaam hoogstens 10 weke wat 'n werknemer afwesig is—

(i) met verlof ingevolge hierdie klousule;

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

(iii) op las of versoek van sy werkgewer; en

(c) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van sodanige militêre diens in 'n 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 daardie wet op verlof geregtig geword het;

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

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

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

(b) Whenever a public holiday as defined is observed 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 of not less than his daily wage in respect of each such day added.

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

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 in a 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 cycle of 36 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 in a 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, in such first cycle of 36 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid in respect of only such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity at the rate of his wage at the commencement of the incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken;

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

(iv) the wage payable to an employee who is employed on piece-work or commission work for any period of absence on sick leave in terms of this clause shall be his average remuneration for the preceding 13 weeks or if a lesser period has been worked for the number of completed weeks so worked.

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

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

(b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a public holiday as defined;

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) For the purposes of this clause the expression—

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

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

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

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

(b) Wanneer 'n openbare feesdag, soos omskryf, gevier word op 'n dag wat andersins 'n werkdag vir 'n werkgewer sou gewees het en wat binne die geslote tydperk bedoel in paragraaf (a) val, moet nog 'n werkdag by genoemde geslote tydperk gevoeg word as 'n verdere verloftydperk, en die werknemer moet 'n bedrag van minstens sy dagloon betaal word ten opsigte van elke sodanige dag bygevoeg.

(c) 'n Werknemer wat, op die sluitingsdatum van 'n bedryfsinrigting waarin hy werksaam is, nie geregtig is op die volle tydperk van die jaarlikse verlof by klousule (1) voorgeskryf nie moet, ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer aan hom betaal word soos in subklousule (5) uiteengesit, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting aldus sluit.

7. SIEKTEVERLOF

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

(a) 'n werknemer wat normaalweg op meer as vyf dae per week werk, minstens 30 werkdade, en

(b) enige ander werknemer, altesaam minstens 36 werkdade 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 tydkring van 36 maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens, en in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(ii) wanneer 'n werknemer gedurende sodanige eerste tydkring van 36 maande diens by dieselfde werkgewer weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs die siekteverlof wat hom toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde tydkring of by die diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid teen 'n skaal van sy loon by die begin van die ongeskiktheid uitbetaal vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of diensbeëindiging toekom, nog nie geneem is nie;

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

(iv) die loon wat aan 'n werknemer wat stukwerk of kommissiewerk verrig, betaalbaar is vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule, sy gemiddelde besoldiging vir die voorafgaande 13 weke is, of indien 'n korter tydperk gewerk is, vir die aantal voltooide weke tot dus gewerk.

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

(a) vir langer as drie agtereenvolgende werkdade; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of openbare feesdag soos omskryf;

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

(3) By die toepassing van hierdie klousule beteken die uitdrukking—

(a) "diens" ook—

(i) enige tydperk wat in enige tydperk van 12 maande altesaam hoogstens 10 weke beloop, wat 'n werknemer afwesig is—

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgewer;

(ac) met siekteverlof ingevolge subklousule (1);

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

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

(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 an amount of not less than the wage payable in terms of subclause (1);

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

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) *Compensation for work on a public holiday.*—(a) Whenever an employee, other than a casual employee, does not work on 'n public holiday as defined and such day falls on a day which otherwise is an ordinary working day for the employee, his employer shall pay 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) ordinarily worked by him on that day of the week.

(b) Whenever an employee, other than a casual employee, works on a public holiday as defined and such day falls on a day which otherwise is an ordinary working day for the employee his employer shall pay him in respect of that day an amount equal to at least 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) 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) ordinarily worked by him on that day of the week.

(c) Whenever an employee, other than a casual employee, works on a public holiday as defined and such day falls on a day which otherwise is not an ordinary working day for the employee, his employer shall pay 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) 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 equal to at least 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 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.

(d) Whenever an employee, other than a casual employee, works on a public holiday as defined which falls on a Sunday, he shall be remunerated for such work on the basis set out in paragraph (a).

(2) *Compensation for work on a Sunday.*—Subject to subclause (1) (d) whenever an employee, other than a casual employee, works on a Sunday, his employer shall pay him—

(a) 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

(b) 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 at least 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

(c) 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 him 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 that day of the week.

(b) "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte soos omskryf in 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 van die werknemer, betaal aan 'n fonds of organisasie wat deur die werknemer aangewys is, welke fonds of organisasie aan die werknemer die betaling waarborg van, in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteen gesit, die bedrag van minstens die loon betaalbaar ingevolge subklousule (1);

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

8. OPENBARE FEESDAE EN SONDAE

(1) *Vergoeding vir werk op 'n openbare feesdag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, nie op 'n openbare feesdag, soos omskryf, werk nie en sodanige dag op 'n dag val wat andersins 'n gewone werkdag vir die werknemer is, moet sy werkgever hom 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 hy gewoonlik op daardie dag van die week werk.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare feesdag, soos omskryf, werk en sodanige dag op 'n dag val wat andersins 'n gewone werkdag vir die werknemer is, moet sy werkgever hom ten opsigte van daardie dag minstens 'n bedrag betaal wat gelyk is aan die bedrag wat hy hom sou betaal het ingevolge paragraaf (a) indien die werknemer nie op daardie dag gewerk het nie, plus—

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

(ii) 'n bedrag bereken teen 'n skaal van minstens een derde van sy loon ten opsigte van die hele tydperk wat hy op daardie dag werk, en hom binne sewe dae na sodanige dag een dag verlof verleen en hom ten opsigte van sodanige verlof 'n bedrag van minstens die loon betaal wat betaalbaar is 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 'n openbare feesdag, soos omskryf, werk en sodanige dag op 'n dag val wat andersins 'n gewone werkdag vir die werknemer is nie, moet sy werkgever 'n bedrag ten opsigte van daardie dag aan hom betaal van minstens die loon wat betaalbaar is aan hom ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk, plus—

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

(ii) 'n bedrag bereken teen 'n skaal van minstens een derde van sy loon ten opsigte van die hele tydperk wat hy op sodanige dag werk, en hom binne sewe dae na sodanige dag een dag verlof verleen en hom ten opsigte van sodanige verlof 'n bedrag van minstens die loon betaal wat betaalbaar is ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk.

(d) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare feesdag, soos omskryf, werk wat op 'n Sondag val, moet hy vir sodanige werk besoldig word op die basis in paragraaf (a) uiteengesit.

(2) *Vergoeding vir werk op 'n Sondag.*—Behoudens subklousule (1) (d), wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet sy werkgever hom betaal—

(a) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens die loon betaal wat betaalbaar is ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n weekdag werk; of

(b) indien hy aldus vir 'n tydperk van meer as vier uur werk, 'n bedrag betaal van minstens 'n bedrag bereken teen 'n skaal van dubbeld sy loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of 'n bedrag gelyk aan minstens dubbeld die loon betaalbaar aan hom ten opsigte van die tyd (uitgesonderd oortyd) wat hy normaalweg op 'n weekdag werk, en wel die bedrag wat die grootste is; of

(c) teen 'n skaal van minstens een en 'n derde maal sy loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, en hom binne sewe dae na sodanige Sondag een dag verlof verleen en hom ten opsigte van sodanige verlof 'n bedrag van minstens die loon betaal wat betaalbaar is ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk.

(3) *Compensation to a casual employee for work on a public holiday or a Sunday.*—Whenever a casual employee works on a public holiday as defined or on a Sunday, his employer shall pay him in respect of that day an amount calculated at a rate of not less than double his hourly wage for each hour or part of an hour worked by him on that day: Provided that for the purposes of this subclause a casual employee in an establishment in which the employees normally work on—

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

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

(4) *Compensation for work partly on a public holiday or a Sunday.*—Whenever an employee works for a period which falls—

(a) partly on a public holiday as defined or on a Sunday and partly on any other day; or

(b) partly on a public holiday as defined and partly on a Sunday,

the whole period shall for the purpose of calculating the compensation payable to such employee be deemed to have been worked on the day on which the major portion of that work period falls.

(5) 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).

(6) *Savings.*—Subclauses (1) (b) and (d) to (2), inclusive (4) and (5) shall not apply to an employee referred to in clause 5 (7) (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 in the case of—

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

(ii) a casual employee, in respect of each day on which piece-work is performed, the amount which the employer 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 his establishment a schedule of the rates referred to in paragraph (a) or he may in lieu thereof supply the employee with a letter signed by himself, or on his behalf, setting out the said rates.

(c) An employer who intends to cancel or amend any piece-work system in operation or the rates applicable thereunder, shall give his employee 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 shall not be required to give a casual employee notice of his intention to introduce any piece-work system or to cancel or amend it.

(2) *Commission work.*—(a) An employee 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 wage payable to the employee, which shall not be less than the wage prescribed in clause 3 (1) and (4) for an employee of his class and experience, the rate 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 the employee is required or permitted to work; and

(iv) the day of payment of commission earned by the employee 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) Save as provided in clause 4 (6), the employer shall pay his employee remuneration at not less than the rate agreed upon between them. 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 paragraph (a) shall be aside from and in addition to the wage therein stipulated.

(3) *Vergoeding vir 'n los werknemer vir werk op 'n openbare feesdag of 'n Sondag.*—Wanneer 'n los werknemer op 'n openbare feesdag, soos omskryf, of op 'n Sondag werk, moet sy werkgever hom ten opsigte van daardie dag betaal teen 'n skaal van minstens dubbel sy uurloon vir elke uur of gedeelte van 'n uur wat hy op daardie dag werk: Met dien verstande dat vir die toepassing van hierdie subklousule 'n los werknemer in 'n bedryfsinrigting waarin die werknemers gewoonlik werk op—

(a) hoogstens vyf dae in 'n week, geag word minstens nege uur op daardie dag te gewerk het; en

(b) meer as vyf dae in 'n week, geag word minstens agt uur op daardie dag te gewerk het.

(4) *Vergoeding vir werk gedeeltelik op 'n openbare feesdag of 'n Sondag.*—Wanneer 'n werknemer 'n tydperk werk wat—

(a) gedeeltelik op 'n openbare feesdag, soos omskryf, of op 'n Sondag en gedeeltelik op enige ander dag val; of

(b) gedeeltelik op 'n openbare feesdag, soos omskryf, en gedeeltelik op 'n Sondag val,

word die hele tydperk vir die doel van berekening van die vergoeding betaalbaar aan sodanige werknemer geag gewerk te gewees het op die dag waarop die grootste gedeelte van daardie werktydperk val.

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

(6) *Voorbehoudsbepaling.*—Subklousules (1) (b) en (d) tot en met (2), (4) en (5) is nie van toepassing nie op 'n werknemer bedoel in klousule 5 (7) (a).

9. STUKWERK EN KOMMISSIEWERK

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

(i) 'n werknemer, uitgesonderd 'n los werknemer, vir elke week waarin stukwerk verrig word, die bedrag wat die werkgever sodanige werknemer vir daardie week sou moes betaal het as hy hom op die basis van tyd gewerk betaal het;

(ii) 'n los werknemer, vir elke dag waarop stukwerk verrig word, die bedrag wat die werkgever sodanige werknemer vir daardie dag sou moes betaal het as hy hom op 'n basis van tyd gewerk betaal het.

(b) 'n Werkgever moet 'n lys van die tariewe in paragraaf (a) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou of hy kan in plaas daarvan aan die werknemer 'n brief besorg wat deur of namens hom onderteken is en waarin genoemde tariewe uiteengesit word.

(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 moet die werkgever nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie.

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

(2) *Kommissiewerk.*—(a) 'n Werknemer 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 en wat moet insluit—

(i) die loon aan die werknemer betaalbaar, wat minstens die loon voorgeskryf in klousule 3 (1) en (4) moet wees vir 'n werkgever van sy klas en ondervinding, die kommissietarief 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 werknemer vereis word of hy toegelaat word om te werk;

(iv) die dag van betaling van kommissie wat die werknemer voor die beëindiging van die dienskontrak verdien het: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is.

(b) Behoudens klousule 4 (6) moet die werkgever sy werknemer minstens die besoldiging betaal waaroor hulle ooreengekom het. 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om enige werk vir hom slegs op 'n kommissiebasis te doen nie. 'n Bedrag aan 'n werknemer betaalbaar as kommissie kragtens 'n ooreenkoms aangegaan ingevolge paragraaf (a), is afgesien van en bykomend by die loon daarin bepaal.

(c) The employee's remuneration shall be paid on the day stipulated in the agreement referred to in paragraph (a) and the provisions of clause 4 (1) shall not apply in respect of such payment.

(d) 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 assistant foreman, assistant storeman or assistant despatch clerk unless he has in his employ a foreman, storeman or despatch clerk, respectively.

(2) An employer shall not employ a group leader unless he has in his employ a foreman.

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

(4) (a) An employer shall not employ and unqualified grade I employee unless he has in his employ a qualified grade I employee and for each qualified grade I employee in his employ shall not employ more than one unqualified grade I employee.

(b) An employer shall not employ an unqualified grade II employee unless he has in his employ a qualified grade I employee or grade II employee and for each qualified grade I employee or grade II employee in his employ he shall not employ more than one unqualified grade II employee.

(5) Nothing in this clause shall be so construed as to permit of the employment of both an unqualified grade I employee and an unqualified grade II employee for the same qualified grade I employee.

(6) For the purpose of this clause—

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

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

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any cap, uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee, and any such cap, uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash and/or 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 in respect of which such employee is required to wear the protective clothing.

12. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of 15 years or 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 employee who is unable to write 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;

(c) Die werknemer se besoldiging moet betaal word op die dag bepaal in die ooreenkomst in paragraaf (a) genoem en die bepalings van klousule 4 (1) is nie van toepassing op sodanige betaling nie.

(d) 'n Werkgewer of 'n werknemer wat voornemens is om 'n ooreenkomst in verband met kommissiewerk op te se 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 Werkgewer mag nie 'n assistent-voorman, assistent-magasynman of assistent-versendingsklerk in diens neem nie, tensy hy onderskeidelik 'n voorman, 'n masagynman of 'n versendingsklerk in diens het.

(2) 'n Werkgewer mag nie 'n groepleier in diens neem nie, tensy hy 'n voorman in diens het.

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

(4) (a) 'n Werkgewer 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 een ongekwalifiseerde werknemer graad I in diens neem.

(b) 'n Werkgewer mag nie 'n ongekwalifiseerde werknemer graad II in diens neem nie, tensy hy 'n gekwalifiseerde werknemer graad I of werknemer graad II in diens het en vir elke geklassifiseerde werknemer graad I of werknemer graad II in sy diens mag hy hoogstens een ongekwalifiseerde werknemer graad II in diens neem.

(5) Niks in hierdie klousule moet so uitgelê word dat dit die indiensneming van beide 'n ongekwalifiseerde werknemer graad I en 'n ongekwalifiseerde werknemer graad II vir dieselfde gekwalifiseerde werknemer graad I toelaat nie.

(6) By die toepassing van hierdie klousule—

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

(b) kan 'n ongekwalifiseerde werknemer wat 'n loon ontvang van minstens die bedrag voorgeskryf vir 'n gekwalifiseerde werknemer van sy klas en gebied, 'n gekwalifiseerde werknemer in daardie klas geag word.

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle musse, uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige musse, 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 mus, uniform, oorpak of beskermende klere te was en/of te stryk en in so 'n geval moet die werkgewer sodanige werknemer 'n toelae betaal van minstens 90 sent per week vir elke week ten opsigte waarvan daar van sodanige werknemer vereis word om die beskermende klere te dra.

12. VERBOD OP INDIENSNEMING

'n Werkgewer mag niemand onder die ouderdom van 15 jaar in diens neem nie of 'n vroulike werknemer verplig of toelaat om gedurende die tydperk beginnende vier weke voor die verwagte datum van haar bevaling en eindigende agt weke na die datum van haar bevalling 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 weekdag

vooraf kennis van die beëindiging van die dienskontrak gee, wat skriftelik gedoen moet word, uitgesonderd in die geval van 'n werknemer wat nie kan skryf nie 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, in die geval van—

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

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

Provided that this shall not effect—

(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 had no deduction 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 a work-day: Provided that—

(a) the period of notice shall not run concurrently with, neither 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 service, 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 the 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.

CERTIFICATE OF SERVICE

I,
 carrying on trade in the Sweet Manufacturing Industry at
 hereby certify that (Identity number)
 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

(Signature of employer or authorised representative)

Date

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

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

Met dien verstande dat—

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

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

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

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

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

(a) die kennisgewingstermyn nie mag saamval nie met, ook mag die kennisgewing nie geskied gedurende, 'n werknemer se afwesigheid met verlof ingevolge klousule 6 verleen of met siekteverlof ingevolge klousule 7 of weens die ongeskiktheid in die omstandighede in klousule 7 (4) (a) of (b) uiteengesit, waar sodanige afwesigheid altesaam hoogstens 10 weke in 'n tydperk van 12 agtereenvolgende maande diens met dieselfde werkgever: en

(b) 'n kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied gedurende, 'n werknemer se afwesigheid weens militêre opleiding nie, behalwe waar 'n werknemer anders versoek en sy werkgever skriftelik daartoe instem.

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

14. DIENSSERTIFIKAAT

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

DIENSSERTIFIKAAT

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

(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 Werkgewer moet sy drywer voorsien van 'n logboek wat soverdoenlik die volgende vorm het:

DAAGLIKSE LOG

Naam van werkgewer

Naam van drywer

Datum

Tyd waarop begin het

Tyd waarop werk gestaak is

Getal ure gewerk

Etenspouses van..... tot.....

Besonderhede omtrent enige ongeluk of vertraging

.....

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

(Handtekening van drywer)

Datum

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

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

16. PRESENSIEREGISTER

(1) Elke werkgewer moet in sy bedryfsinrigting 'n presensieregister verskaf wat wesenlik onderstaande vorm het en waarin hy met ink of inktlood die naam en klas van elkeen van sy werknemers inskryf, en indien sodanige werknemer nie kan skryf nie, moet sy werkgewer vir elke dag wat hy gewerk het en wel op dié dag namens hom die nodige inskrywings ten opsigte van items (i) tot en met (vi) van subklousule (3) (a) doen en sodanige inskrywings onderteken.

ATTENDANCE REGISTER

..... (Name of employee)										 (Class of employee)									
Year.....		Entries to be made by employee												Remarks (if any)					
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																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			
11																			
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28																			
29																			
30																			
31																			

Note.—Under the headings “Off” and “On” in column “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 whole interval.

BYWONINGSREGISTER

(Naam van werknemer)

(Klas van werknemer)

Jaar		Inskrywings moet deur werknemer gemaak word											Opmerkings (as daar is)				
Maand		Tyd waarop werk be- gin word	Pouses van diens af						Tyd waarop werk be- ëindig word	Oortyd gewerk		Totale getal ure gewerk		Hand- tekening	Deur werk- nemer	Deur werkgewer as werknemer afwesig is; rede daarvoor (moet deur werkgewer onderteken word)	Deur inspekteur
Datum	Dag van week		Af	Aan	Af	Aan	Af	Aan		Aan	Af	Elke dag	Elke week				
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
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31																	

Nota.—Onder opskrif "Aan" en "Af" in kolom "Pouses van diens af", voeg in tyd wanneer pouse begin en tyd wanneer werk hervat word. 'n Werknemer word geag by die werk te wees vir enige pouse in sy werk indien dit die werknemer nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.

(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, an 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 (7) (a);
- (b) a driver and an employee assisting such driver on his vehicle.

(Notice.—In terms of Section 18 of the Wage Act, 1957, The Wage Determination in the above Schedule supersedes Wage Determination 388, published under Government Notice R. 268 of 15 February 1980, as amended by Government Notice R. 991 of 21 May 1982).

(2) 'n Werkgewer kan in plaas van 'n presensieregister 'n halfoutomatiese tydregistreerder verskaf tesame met die nodige kaarte, wat sover doenlik onderstaande vorm moet hê, en hy moet aan elke werknemer so 'n kaart verskaf waarop die naam of nommer van die werknemer en die datum van die einde van die week ten opsigte waar dit gebruik moet word, aangedui word:

No. Naam van werknemer
Klas van werknemer Week eindigende 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 wel op dié dag—

(a) met ink of inktlood die volgende in sodanige presensieregister in subklousule (1) bedoel, aanteken:

- (i) Die dag van die week;
- (ii) die tyd waarop hy begin werk het;
- (iii) die tyd waarop alle etens- of ander pouses begin en geëindig het wat nie as gewone werkure gereken kan word nie;
- (iv) die ophoutyd van werk vir die dag;
- (v) die tyd waarop oortydwerk vir die dag begin en geëindig het;
- (vi) die totale getal ure wat vir die dag gewerk is; en
- (vii) sy handtekening;

(b) in 'n bedryfsinrigting waarin 'n halfoutomatiese tydregistreerder verskaf word, 'n inskrywing deur middel van sodanige registreerder doen op 'n kaart wat ingevolge subklousule (2) verskaf word en wat die volgende aandui:

- (i) Die tyd waarop hy begin werk het;
- (ii) die tyd waarop alle etens- en ander pouses begin en geëindig het wat nie as gewone werkure gereken kan word nie; en
- (iii) die ophoutyd van werk vir die dag.

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

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

- (a) 'n werknemer wat uit hoofde van klousule 5 (7) (a) van die werkbepalings uitgesluit word;
- (b) 'n drywer en 'n werknemer wat sodanige drywer op sy voertuig help.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvaststelling in die bostaande Bylae Loonvaststelling 388, gepubliseer by Goewermenskennisgewing R. 268 van 15 Februarie 1980, soos gewysig by Goewermenskennisgewing R. 991 van 21 Mei 1982.)

Use it.

Don't abuse it.



water is for everybody

Werk mooi daarmee.

Ons leef daarvan.



water is kosbaar

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