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DEPARTMENT OF MANPOWER

No. R. 2109

20 September 1985

WAGE ACT, 1957

WAGE DETERMINATION 445.—WOOL, MOHAIR, HIDES AND SKINS TRADE, 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 Wool, Mohair, Hides and Skins Trade, 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 Wool, Mohair, Hides and Skins Trade as defined in subclause (2) in the following areas:

Cape Province—The Magisterial Districts of Bellville, East London, Goodwood, Kimberley, Paarl, Port Elizabeth, Simon's Town, The Cape, Uitenhage, Worcester and Wynberg and the municipal area of Upington;

Natal—The Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Pietermaritzburg and Pinetown and the municipal area of Lady-smith;

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

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

(2) "Wool, Mohair, Hides and Skins Trade" means the trade in which employers and employees are associated in establishments in or in connection with the activities carried on by wool brokers, wool buyers, wool shippers or dealers in hides and skins, and includes any one or more of the following activities:

Receiving, sorting, grading, mass measuring, cataloguing, marketing, closing, pressing, storing or shipping of wool, hides, skins or mohair; curing or preserving of hides or skins; shearing or pulling off wool, hair or mohair from hides or skins;

and further includes all operations incidental to or consequent on any of the aforesaid activities.

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DEPARTEMENT VAN MANNEKRAG

No. R. 2109

20 September 1985

LOONWET, 1957

LOONVASSTELLING 445.—WOL-, ANGORAHAAR-, HUID- EN VELBEDRYF, SEKERE GEBIEDE

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

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

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

Kaapprovinsie—Die landdrosdistrikte Bellville, Die Kaap, Goodwood, Kimberley, Oos-Londen, Paarl, Port Elizabeth, Simonstad, Uitenhage, Worcester en Wynberg en die munisipale gebied Upington;

Natal—Die landdrosdistrikte Camperdown, Chatsworth, Durban, Inanda, Pietermaritzburg en Pinetown en die munisipale gebied Lady-smith;

Oranje-Vrystaat—Die landdrosdistrikte Bloemfontein, Kroonstad en Sasolburg en die munisipale gebiede Bethlehem en Harri-smith;

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

(2) "Wol-, Angorahaar-, Huid- en Velbedryf" beteken die bedryf waar-in werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings in of in verband met die werksaamhede verrig deur wolmakelaars, wolkopers, wolverskepers of handelaars in huide en velle, en dit omvat ook een of meer van die volgende werksaamhede:

Die ontvangs, sortering, gradering, massameet, katalogisering, bemarking, toemaak, pers, berging of verskeping van wol, huide, velle of angorahaar; die droogmaak of preservering van huide of velle; die skeer of aftrek van wol, hare of angorahaar van huide en velle;

en dit omvat verder alle bedrywighede wat met enige van voorgenoemde werksaamhede in verband staan of daaruit voortspruit.

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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) "beamsman" means an employee who removes wool, mohair or hair by means of a scudding knife from skins placed or stretched over a beam or frame; (2)

(2) "boiler attendant" means an employee who, under supervision, maintains the water level and steam pressure in a boiler and who may make, maintain and draw the fire in such boiler; (14)

(3) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (19)

(4) "chargehand" means an employee who is in charge of a group of general workers; (28)

(5) "chauffeur" means an employee, other than a driver, who is engaged in driving a motor vehicle which is intended for the conveyance of his employer, employees, clients or visitors, and which may be used for the conveyance of books, documents, wool samples or parcels; (10)

(6) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, a telephone switchboard operator or any office machine operator but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form part of such employee's duties, and who may supervise stores clerks; (15)

(7) "coring device operator" means an employee who is engaged in operating a machine, other than a grab machine, used to remove samples of wool from bales; (3)

(8) "driver" means an employee other than a chauffeur or a messenger, who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" included all periods of driving, 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; (11)

(9) "emergency work" means—

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

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

(c) any work in connection with the guarding of premises or property for security reasons during building operations or structural alterations;

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

(i) trucks or vehicles of the South African Transport Services, or with the shipping of wool, mohair, hides or skins, and any work necessitated by, incidental to, or consequent upon, such loading, unloading or shipping, including receiving, checking, invoicing, marking, pressing, mass measuring or despatching of wool, mohair, hides or skins and the preparation of sales documents and consignment or shipping documents containing instructions for the consignment or shipping of wool, mohair, hides or skins;

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

(e) any work connected with the preserving of green hides or skins received at or from abattoirs at times of abnormally heavy slaughtering; (27)

(10) "establishment" means any premises or part thereof in or in connection with which one or more employees are employed in this trade; (5)

(11) "experience" means in relation to—

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

(b) any other class of employee, the total period or periods of employment which an employee has had in his class in the Wool, Mohair, Hides and Skins Trade; (29)

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

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

2. WOORDOMSKRYWING

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

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

(a) Bale, sakke of ander houers vul;

(b) bondels huide of velle vasbind of losmaak;

(c) draad of hoepels om wol- of angorahaarbale plaas en vasmaak met die doel om sodanige bale in geperste staat te hou;

(d) gevlekte stukkie of stukkie vol saad, misklosse of ander vreemde stof uit wol of angorahaar verwyder of penswol, merkstof of loks uit vagwol pluk;

(e) huide of velle met die hand of met 'n skopgraaf insout;

(f) huide of velle met giftige chemikalieë spuit;

(g) huide of velle in vate, bakke, droërs of southaddens plaas of daaruit haal;

(h) kampongs, latrines, stalle, buitegeboue of dergelike geboue of bouwerke afwit;

(i) laai of aflaai, uitgesonderd met 'n kragaangedrewe toestel;

(j) met 'n nie-kragaangedrewe masjien draad op vasgestelde lengte afknip of ogies daarin draai;

(k) op afleweringervoertuie help, uitgesonderd om dit te bestuur of herstelwerk daaraan te doen;

(l) 'n persversorger help;

(m) persele, voertuie of meubels, masjinerie, 'n installasie, gereedskap, werktuie of ander artikels skoonmaak;

(n) rantsoene gaarmaak of tee of soortgelyke drank maak of tee of soortlike drank aan werknemers of sy werkgewer of sy werkgewer se gaste bedien;

(o) sakke, bale, kiste, dromme, pakkette of ander houers oop- of toemaak;

(p) sakke of wolsakke met die hand heelmaak;

(q) sakke of wolsakke sorteer of uitskud;

(r) tuinwerk;

(s) verskillende klasse velle soos merino-, karakoel-, persie-, angora-bok- of boerbokvelle saamgroepeer;

(t) vet of vleis van vars of nat velle met 'n mes verwyder;

(u) vure maak, onderhou, stook of uithaal, of as verwyder;

(v) wol- of angorahaarbale oopsny, 'n monster uit elke baal trek en dit langs die baal plaas;

(w) wol- of angorahaarbale hervul en toewerk;

(x) wol- of angorahaarbale, wolsakke, huide, velle of ander artikels met nie-kragaangedrewe voertuie vervoer;

(y) wol- of angorahaarbale, wolsakke, huide, velle of ander artikels dra, optel, verplaas, verskuif of opstapel, uitgesonderd met 'n kragaangedrewe toestel;

(z) wol, angorahaar of haar met die hand van velle aftrek of verwyder; (14)

(2) "balkman" 'n werknemer wat wol, angorahaar of haar van velle wat oor 'n balk of raam geplaas of gespan is, met 'n nerfmes verwyder; (1)

(3) "bediener van 'n Kernmonsterneemtoestel" beteken 'n werknemer wat 'n toestel, uitgesonderd 'n grypmasjien, bedien wat gebruik word om monsters wol uit balle te verwyder; (7)

(4) "bediener van 'n mobiele hystoestel" 'n werknemer wat 'n kragaangedrewe mobiele hystoestel of 'n vurkshyswa bedien wat by die laai, aflaai, versit of opstapel van goedere gebruik word, en omvat dit 'n werknemer wat 'n trekker in 'n bedryfsinrigting dryf; (29)

(5) "bedryfsinrigting" 'n perseel, of gedeelte daarvan, waarin of in verband waarmee een of meer werknemers in hierdie bedryf in diens is; (10)

(6) "bestuurder" 'n werknemer wat deur sy werkgewer belas is met die algemene toesig oor, verantwoordelikheid vir en leiding van die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werksaam is, maar omvat dit nie 'n werknemer wat 'n bestuurder aflos of vir hom ageer tydens sy afwesigheid nie; (23)

(7) "bode" 'n werknemer wat boodskappe, briewe of goedere te voet of deur middel van 'n trapfiets, driewieler of handvoertuig of deur middel van 'n twee- of driewielmotorfiets, bromponie of outofiets met 'n enjinkapasiteit van hoogstens 100 cm³, aflaai of aflewer en wat skryfwerk in verband met sodanige afhaling of aflewering kan verrig; (27)

(8) "bruto kombinasieemassa"; met betrekking tot 'n motorvoertuig, sy bruto voertuigemassa saam met die massa, met die wag, van enige sleepwaens of leunwaens wat getrek word deur sodanige motorvoertuig, soos gespesifiseer deur die vervaardiger of, by gebreke aan sodanige spesifikasie, soos bepaal deur die betrokke registrasie-owerheid; (17)

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

- (a) Assisting a press attendant;
- (b) assisting on delivery vehicles other than by driving or effecting repairs;
- (c) carrying, lifting, moving, shifting or stacking wool or mohair bales, woolpacks, hides, skins or other articles, other than by power-driven device;
- (d) cleaning premises, vehicles or furniture, machinery, plant, tools, implements or other articles;
- (e) conveying wool or mohair bales, woolpacks, hides, skins or other articles by means of non-power driven vehicles;
- (f) cooking rations or making tea or similar beverages or serving tea or similar beverages to employees, or his employer or employer's visitors;
- (g) cutting open wool or mohair bales, extracting a sample from each bale and placing it next to the bale;
- (h) cutting to set length or twisting loops in wire by means of a non-power-driven machine;
- (i) filling bales, bags or other containers;
- (j) gardening work;
- (k) grouping together various classes of skins such as merino, karakul, persian, angora goat or boer-goat skins;
- (l) lime-washing compounds, latrines, stables, outbuildings or similar buildings or structures;
- (m) loading or unloading other than by power-driven device;
- (n) making, maintaining, stoking or drawing fires, or removing ashes;
- (o) mending sacks or woolpacks by hand;
- (p) opening or closing bags, bales, boxes, drums, packages or other containers;
- (q) placing and fastening wire or hoops around wool or mohair bales in order to retain such bales in a compressed state;
- (r) placing hides or skins in or removing hides or skins from vats, tanks, driers or salting pits;
- (s) pulling or removing wool, mohair or hair from skins by hand;
- (t) removing fat or meat from green or wet skins by means of a knife;
- (u) removing from wool or mohair stained or seedy particles, dags or other foreign matter or picking bellies, brands or locks from fleece wool;
- (v) salting hides or skins by hand or shovel;
- (w) sorting or shaking out sacks or woolpacks;
- (x) spraying hides or skins with poisonous chemicals;
- (y) stitching up bales after replacing wool or mohair into such bales;
- (z) tying or untying bundles of hides or skins; (1)

(15) "grab machine operator" means an employee who is engaged in operating a grab machine, other than a coring device, used to remove samples of wool from bales; (13)

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

- (a) Beamsman;
- (b) boiler attendant;
- (c) chargehand;
- (d) coring device operator;
- (e) counting wool or mohair bales, woolpacks, hides or skins or recording the numbers thereof;
- (f) grab machine operator;
- (g) marker;
- (h) marking hides or skins by means of a marking pencil on the instructions of a hides or skins grader;
- (i) mobile hoist operator;
- (j) messenger;
- (k) press attendant;
- (l) reading the mass on a scale or calling out the mass or numbers;
- (m) trimmer;
- (n) watchman; (49)

(17) "gross combination mass" in relation to a motor vehicle means its gross vehicle mass together with the mass, with load, of any trailers or semitrailers, drawn by such motor vehicle, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (8)

(18) "gross vehicle mass" in relation to a motor vehicle means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (9)

(19) "heavy motor vehicle" means a motor vehicle the gross vehicle mass or the gross combination mass of which exceeds 9 000 kg but not 16 000 kg; (43)

(20) "law" includes the common law; (50)

(9) "bruto voertuigmassa", met betrekking tot 'n motorvoertuig, die maksimum massa van sodanige voertuig en sy vrag soos gespesifiseer deur die vervaardiger of, by gebreke, aan sodanige spesifikasie, soos bepaal deur die betrokke registrasiewerheid; (18)

(10) "chauffeur" 'n werknemer, uitgesonderd 'n drywer, wat 'n motorvoertuig dryf wat vir die vervoer van sy werkgewer of van werknemers, klante of besoekers bedoel is en vir die vervoer van boeke, dokumente, wolmonsters of pakkette gebruik kan word; (5)

(11) "drywer" 'n werknemer, uitgesonderd 'n chauffeur of 'n bode, wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordomskriving omvat die uitdrukking " 'n motorvoertuig dryf" alle tydperke wat hy dryf, al die tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf; (8)

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

(13) "grypmasjienbediener" 'n werknemer wat 'n grypmasjien, uitgesonderd 'n kermmonsternee-toestel bedien wat gebruik word om monsters wol uit bale te verwyder; (15)

(14) "ketelbediener" 'n werknemer wat onder toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige ketel kan maak, stook en uithaal; (2)

(15) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en wat toesig oor magasynklerke kan hou, en omvat dit 'n kassier, telefoonskakelbordoperateur of enige kantoormasjienoperateur, maar nie ook enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se pligte; (6)

(16) "korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n slapte in die bedryf, 'n tekort aan spoorwegtrokke of grondstowwe, ongunstige weersgesteldheid, 'n onklaarraking van 'n installasie of masjinerie, of weens die feit dat die geboue onbruikbaar is of dreig om onbruikbaar te word; (40)

(17) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa hoogstens 3 500 kg is; (21)

(18) "loon" die bedrag 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 werkgewer 'n werknemer ten opsigte van sodanige gewone werkeure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dié sodanige hoër bedrag beteken, maar dié voorbehoudsbepaling mag nie so uitgeleë word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op in grondslag waarvoor daar by klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op so 'n grondslag in diens was nie; en het "gewone loon" en "weekloon" 'n ooreenstemmende betekenis; (48)

(19) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (3)

(20) "magasynklerk" 'n werknemer wat onder toesig van 'n klerk of magasynman wat minstens een jaar ondervinding het, een of meer van die volgende pligte uitvoer:

(a) Tydkaarte nagaan, liasseer of sorteer of die tye waarop werknemers by 'n bedryfsinrigting inkom of dit verlaat, kontroleer of aanteken;

(b) grade, nommers of massa van pakhuisdokumente af vir kantoor-doeleindes afskryf;

(c) aan vervoerkontraakteurs of kopers lewer;

(d) vrag-, afleverings- of seevragbriewe uitskryf;

(e) toesig hou oor die tel van wol- of angorahaarbale, wolsakke, huide of velle of oor die aantekening van die getalle; (44)

(21) "magasynman" 'n werknemer wat wol, angorahaar, huide of velle in ontvangs neem of die massa daarvan meet of wat toesig het oor magasynklerke of werknemers wat wol, angorahaar, huide of velle vir versending merk of dit pers, stapel, uitstal of versend; (43)

(22) "medium motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (26)

(23) "merker" 'n werknemer wat wol- of angorahaarbale of wolsakke of bondels huide of velle merk of sjabloneer; (24)

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

(25) "monsterversorger" 'n werknemer wat monsters wol of angorahaar by wol- of angorahaarpakhuisse aphaal en sodanige monsters afsonderlik en volgens verkoopskatalogusnommers in houters plaas; (37)

(26) "motorvoertuig" enige selfgedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm³ wat gebruik word vir die vervoer van goedere, en omvat dit 'n voorhaker, 'n twee- of driewielmotorfiets en 'n trekker, maar nie ook 'n mobiele hystoestel of 'n trekker wat net in 'n bedryfsinrigting gebruik word nie; (30)

(21) "light motor vehicle" means a motor vehicle the gross vehicle mass or the gross combination mass of which does not exceed 3 500 kg; (17)

(22) "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 or village council established in terms of section 2 of the Black Local Authorities Act, 1982 (Act 102 of 1982); (34)

(23) "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 and the employees engaged therein, but does not include an employee who relieves or acts for a manager during his absence; (6)

(24) "marker" means an employee who is engaged in marking or stencilling wool or mohair bales or woolpacks or bundles of hides or skins; (23)

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

(26) "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; (22)

(27) "messenger" means an employee who is engaged in collecting or delivering messages, letters or goods on foot, or by means of a bicycle, tricycle or a manually propelled vehicle or by means of a two- or three-wheeled motor cycle, motor scooter or autocycle with an engine capacity of not more than 100 cm³ and who may perform any writing in connection with such collecting or delivering; (7)

(28) "military service" means any period of service or training in terms of the Defence Act, 1957 (Act 44 of 1957); (24)

(29) "mobile hoist operator" means an employee who is engaged in operating a power-driven mobile hoist or fork lift truck for the loading, unloading, moving or stacking of goods and includes an employee who drives a tractor within an establishment; (4)

(30) "motor vehicle" means any self-propelled vehicle with an engine capacity exceeding 100 cm³, used for conveying goods and includes a mechanical horse, a two- or three-wheeled motor cycle, and a tractor, but does not include a mobile hoist or a tractor used only within an establishment; (26)

(31) "overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 5 (1) but does not include any period during which any employee works for his employer on a Sunday or a public holiday as defined; (30)

(32) "peak period" any period or periods not exceeding in total 20 weeks in any year commencing on 1 July, notification of the commencing date of each of such period to be given in writing by an employer to the Divisional Inspector, Department of Manpower, for his area not later than seven days after the commencement of each such period; (41)

(33) "pelt or skin sorter" means an employee in a pullery who is engaged in sorting pickled pelts according to quality, or sorting skins according to quality, length or type of wool or mohair; (32)

(34) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (42)

(35) "press attendant" means an employee who is engaged in supervising the correct positioning of wool or mohair bales or of bundles of hides or skins in a power-driven press and who starts and stops such press; (33)

(36) "public holiday" means New Year's Day (or the succeeding Monday if New Year's Day falls on a Sunday), Good Friday, Ascension Day, Republic Day, Day of the Vow or Christmas Day; (31)

(37) "sample attendant" means an employee who is engaged in collecting wool or mohair samples from wool or mohair stores and who places such samples separately, and in accordance with sale catalogue numbers, in containers; (25)

(38) "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 one or more 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; (36)

(39) "seeker" means an employee engaged in locating and marking bales (without using a stencil) according to a compiled list; (39)

(40) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, a shortage of railway trucks, or raw materials, adverse weather conditions, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (16)

(27) "noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal, sabotasie, nywerheids-onrus of in onklaarraking van 'n installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om onbruikbaar te word, sonder versuim gedoen moet word;

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

(c) enige werk in verband met die bewaking van 'n perseel of eiendom om sekuriteitsredes gedurende bouwerksaamhede of struktuurverandering;

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

(i) spoorwaens of voertuie van die Suid-Afrikaanse Vervoerdienste of in verband met die verskeping van wol, angorahaar, huide of velle, en enige werk genoodsaak deur, gepaard gaande met of voortvloeiend uit sodanige laai, aflaai of verskeping, asook die ontvangs, nagaan, fakturerer, merk, pers, massameet of versending van wol, angorahaar, huide of velle en die voorbereiding van verkoopsdokumente en versendings- of verskepingdokumente wat instruksies vir die versending of verskeping van wol, angorahaar, huide of velle bevat;

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

(e) enige werk in verband met die preservering van vars huide of velle wat in tye van abnormale druk slagwerk by of van slagpale ontvang word; (9)

(28) "onderbaas" 'n werknemer wat aan die hoof staan van 'n groep algemene werkers; (4)

(29) "ondervinding", met betrekking tot—

(a) 'n klerk, die totale tydperk of tydperke wat 'n werknemer in enige bedryf of in diens van 'n plaaslike owerheid of die Staat as klerk werk-saam was;

(b) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Wol-, Angorahaar-, Huid- en Velbedryf werk-saam was; (11)

(30) "oortyd" die gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werk-gewer werk en wat langer is as die onderskeie gewone werkeure by klousule 5 (1) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk wat 'n werknemer op 'n Sondag of 'n openbare feesdag, soos omskryf, vir sy werk-gewer werk nie; (31)

(31) "openbare feesdag" Nuwejaarsdag (of die eersvolgende Maan-dag indien Nuwejaarsdag op 'n Sondag val), Goede Vrydag, Hemel-vaartdag, Republiekdag, Geloftedag of Kersdag; (36)

(32) "pels- of velsorteerder" 'n werknemer in 'n velblotery wat gepekelde pelse na kwaliteit sorteer, of velle na kwaliteit, lengte of tipe wol of angorahaar sorteer; (33)

(33) "persversorger" 'n werknemer wat oor die korrekte plasing van wol- of angorahaarbale of van bondels huide of velle in 'n kragange-drewe pers toesig hou en wat sodanige pers aan- en afskakeel; (35)

(34) "plaaslike owerheid" 'n stadsraad, munisipale raad, dorpsbe-stuur, afdelingsraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Wet op Provinsiale Bestuur, 1961, en omvat dit 'n stadsraad of dorpsbestuur ingestel kragtens artikel 2 van die Wet op Swart Plaaslike Bestuur, 1982 (Wet 102 van 1982); (22)

(35) "regsnyer" 'n werknemer in 'n velblotery wat gepekelde pelse regsny; (47)

(36) "sekuriteitswag" 'n werknemer wat een of meer van die vol-gende 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 eenigeen van of al die pligte voorgeskryf vir 'n wag uit te voer; (38)

(37) "sjabloonmasjienbediener" 'n werknemer wat 'n sjabloonmasjien bedien wat gebruik word om sjablone uit te sny; (42)

(38) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie maar ontwerp of aangepas is om deur 'n motorvoertuig getrek te word, en omvat dit 'n leunwa; (46)

(39) "soeker" 'n werknemer wat bale opspoor en merk (sonder die gebruik van 'n sjabloon) volgens 'n opgestelde lys; (39)

(40) "sorteerder" 'n werknemer wat wol na lengte of kleur sorteer of wat growwe wol verwyder; (41)

(41) "sorter" means an employee who is engaged in sorting wool according to length or colour or who removes coarse wool; (40)

(42) "stencil machine operator" means an employee engaged in operating a stencil machine which is used to cut out stencils; (37)

(43) "storeman" means an employee who is engaged in receiving or mass measuring wool, mohair, hides or skins or who supervises stores clerks or employees engaged in the marking for despatch, pressing, stacking, exhibiting or despatch of wool, mohair, hides or skins; (21)

(44) "stores clerk" means an employee who, under the supervision of a clerk or storeman having not less than one year's experience, is engaged in any one or more of the following duties:

(a) Checking, filing or sorting time cards or checking or recording times employees enter or leave an establishment;

(b) copying grades, numbers or masses from stores documents for office purposes;

(c) giving delivery to cartage contractors or buyers;

(d) making out consignment or delivery notes or marine bills of lading;

(e) supervising the counting of wool or mohair bales, woolpacks, hides or skins or the recording of the numbers; (20)

(45) "tractor" means a motor vehicle, other than a mechanical horse, designed or adapted mainly to pull other vehicles and not to carry any load; (44)

(46) "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; (38)

(47) "trimmer" means an employee in a pullery who is engaged in trimming pickled pelts; (35)

(48) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount, but this shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received had he not been employed on such a basis; and "ordinary wage" and "weekly wage" have corresponding meanings; (18)

(49) "watchman" means an employee, other than a security guard, who is engaged in any 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 or all of the duties referred to in (a); (47)

(50) "week" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls; (48)

(51) "Wool, Mohair, Hides and Skins Trade"—see clause 1 (2). (51)

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:*

(41) "spitstydperk" 'n tydperk of tydperke wat in die geheel hoogstens 20 weke in 'n jaar beloop, ingaande op 1 Julie, en waarvan 'n werkgewer die aanvangsdatum binne sewe dae na die aanvang van elke sodanige tydperk skriftelik moet bekendmaak aan die Afdelingsinspekteur, Departement van Mannekrag, vir sy gebied; (32)

(42) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (34)

(43) "swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (19)

(44) "trekker" 'n motorvoertuig, uitgesonderd 'n voorhaker, wat ontwerp of aangepas is hoofsaaklik om ander voertuie te trek en nie om 'n vrag te dra nie; (45)

(45) "voorhaker" 'n motorvoertuig wat ontwerp of aangepas is om ander voertuie te trek, maar nie om 'n vrag, uitgesonderd 'n sleepwa of ballas wat daarop rus, te dra nie, maar omvat dit nie 'n trekker nie; (25)

(46) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat aan die bestuurder verantwoordelik is daarvoor dat hulle hul pligte doeltreffend uitvoer; (13)

(47) "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 patrolleer;

(b) honde hanteer of beheer in die uitvoering van enige van of al die pligte in (a) bedoel; (49)

(48) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarin die werkweek van daardie werknemer gewoonlik val; (50)

(49) "werknemer graad I" 'n werknemer wat in een of meer van die volgende hoedanighede in diens is of een of meer van die volgende pligte uitvoer:

(a) Balkman;

(b) bediener van 'n kernmonsterneemtoestel;

(c) bediener van 'n mobiele hystoestel;

(d) bode;

(e) grypmasjienbediener;

(f) huide of velle in opdrag van 'n huid- of velgradeerder met 'n merkpotlood merk;

(g) ketelbediener;

(h) die massa van 'n massameter aflees of die massa of getalle uitroep;

(i) merker;

(j) onderbaas;

(k) persversorger;

(l) regsnyer;

(m) wag;

(n) wol- of angorahaarbale, wolsakke, huide of velle tel of die getalle daarvan aanteken; (16)

(50) "wet" ook die gemene reg; (20)

(51) "Wol-, Angorahaar-, Huid- en Velbedryf"—kyk klousule 1 (2). (51)

3. BESOLDIGING

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

(a) *Werknemers, uitgesonderd los werknemers:*

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Camperdown, The Cape, Chatsworth, Delmas, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg		In the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Pietermaritzburg and Witbank		In the Magisterial Districts of Kroonstad and Worcester		In the municipal areas of Bethlehem, Harrismith, Ladysmith, Pietersburg, Rustenburg and Upington	
	During the first 12 months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Chauffeur	75,00	80,00	70,50	75,00	64,00	68,00	61,50	65,00
Clerk—								
during the first year of experience	68,00	75,00	63,00	68,00	57,00	61,50	55,00	59,00
during the second year of experience	85,50	94,50	79,50	85,50	71,50	77,50	69,50	73,50
during the third year of experience	103,50	113,50	96,00	103,50	86,00	93,00	83,50	87,50
thereafter	121,00	133,00	112,00	121,00	100,50	109,00	98,00	102,00
Driver of a—								
(i) light motor vehicle	75,00	80,00	70,50	75,00	64,00	68,00	61,50	65,00
(ii) medium motor vehicle	89,50	94,50	81,50	86,50	74,50	78,50	72,50	76,00
(iii) heavy motor vehicle	102,00	107,00	93,50	98,00	86,50	90,50	84,00	87,00
(iv) extra heavy motor vehicle	108,00	116,00	98,50	106,00	91,50	98,00	88,50	94,50
Foreman	161,50	177,50	147,00	161,50	133,00	145,00	120,00	131,50
General Worker	50,50	55,50	46,00	50,50	41,50	45,50	37,50	41,00
Grade I employee	58,00	64,00	53,00	58,00	47,50	52,50	43,00	47,00
Pelt sorter or skin sorter—								
during the first six months of experience	60,50	66,50	55,00	60,50	50,00	54,50	45,00	49,00
during the second six months of experience	66,50	73,00	60,00	66,50	54,50	59,50	49,00	53,50
during the third six months of experience	72,00	79,00	65,50	72,00	59,00	65,00	53,50	58,50
during the fourth six months of experience	78,00	85,50	70,50	78,00	68,50	75,50	62,00	68,00
thereafter	84,00	92,00	76,00	84,00	68,50	75,50	62,00	68,00
Sample attendant	63,00	69,50	57,50	63,00	52,00	57,00	47,00	51,00
Security guard	68,00	75,00	62,00	68,00	56,00	61,50	50,50	55,50

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Camperdown, The Cape, Chatsworth, Delmas, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstown, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg		In the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Pietermaritzburg and Witbank		In the Magisterial Districts of Kroonstad and Worcester		In the municipal areas of Bethlehem, Harrismith, Ladysmith, Pietersburg, Rustenburg and Upington	
	During the first 12 months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Seeker—								
during the first six months of experience	58,00	64,00	53,00	58,00	47,50	52,50	43,00	47,00
thereafter	63,00	69,50	57,50	63,00	52,00	57,00	47,00	51,00
Sorter—								
during the first six months of experience	58,00	64,00	53,00	58,00	47,50	52,50	43,00	47,00
during the second six months of experience	61,50	67,50	56,00	61,50	50,00	55,50	45,50	49,50
during the third six months of experience	65,00	71,50	59,00	65,00	53,00	58,50	48,00	52,50
during the fourth six months of experience	68,50	75,00	62,00	68,50	56,00	62,00	50,50	55,50
thereafter	72,00	79,00	65,50	72,00	59,00	65,00	53,50	58,50
Stencil machine operator—								
during the first six months of experience	58,00	64,00	53,00	58,00	47,50	52,50	43,00	47,00
thereafter	66,50	73,50	60,50	66,50	54,50	60,00	49,50	54,00
Storeman—								
during the first year of experience	68,00	75,00	63,00	68,00	57,00	61,50	55,00	59,00
during the second year of experience	85,50	94,50	79,50	85,50	71,50	77,50	69,50	73,50
during the third year of experience	103,50	113,50	96,00	103,50	86,00	93,00	83,50	87,50
thereafter	121,00	133,00	112,00	121,00	100,50	109,00	98,00	102,00
Stores clerk—								
during the first six months of experience	60,50	66,50	55,00	60,50	50,00	54,50	45,00	49,00
during the second six months of experience	66,50	73,50	60,50	66,50	55,00	60,00	49,50	54,00
thereafter	73,00	80,50	66,50	73,00	60,00	66,00	54,50	59,50
Watchman	59,00	66,0	54,00	60,00	48,50	54,00	44,00	49,00
Employee not elsewhere specifically mentioned in this subclause	58,00	64,00	53,00	58,00	47,50	52,50	43,00	47,00

	In die landdrostrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Camper- down, Chatsworth, Delmas, Durban, Germiston, Goodwood, Inanda, Johannesburg, Die Kaap, Kempton Park, Krugersdorp, Nigel, Oberholzer, Paarl, Pine- town, Port Elizabeth, Pretoria, Randburg, Randfontein, Roode- poort, Sasolburg, Simonstad, Springs, Uitenhage, Vanderbijl- park, Vereeniging, Westonaria, Wonderboom en Wynberg		In die landdrostrikte Bloemfon- tein, Kimberley, Klerksdorp, Oos- Londen, Pietermaritzburg en Wit- bank		In die landdrostrikte Kroonstad en Worcester		In die munisipale gebiede van Bethlehem, Harrismith, Lady- smith, Pietersburg, Rustenburg en Upington	
	Gedurende die eerste 12 maande nadat hierdie vasstel- ling bindend word	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstel- ling bindend word	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstel- ling bindend word	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstel- ling 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	50,50	55,50	46,00	50,50	41,50	45,50	37,50	41,00
Chauffeur	75,00	80,00	70,50	75,00	64,00	68,00	61,50	65,00
Drywer van 'n—								
(i) ligte motorvoertuig	75,00	80,00	70,50	75,00	64,00	68,00	61,50	65,00
(ii) medium motorvoertuig	89,50	94,50	81,50	86,50	74,50	78,50	72,50	76,00
(iii) swaar motorvoertuig	102,00	107,00	93,50	98,50	86,50	90,50	84,00	87,00
(iv) ekstra swaar motorvoertuig	108,00	116,00	98,50	106,00	91,50	98,00	88,50	94,50
Klerk—								
gedurende die eerste jaar ondervinding	68,00	75,00	63,00	68,00	57,00	61,50	55,00	59,00
gedurende die tweede jaar ondervinding	85,50	94,50	79,50	85,50	71,50	77,50	69,50	73,50
gedurende die derde jaar ondervinding	103,50	113,50	96,00	103,50	86,00	93,00	83,50	87,50
daarna	121,00	133,50	112,00	121,00	100,50	109,00	98,00	102,00
Magasynklerk—								
gedurende die eerste ses maande ondervinding	60,50	66,50	55,00	60,50	50,00	54,50	45,00	49,00
gedurende die tweede ses maande ondervinding	66,50	73,50	60,50	66,50	55,00	60,00	49,50	54,00
daarna	73,00	80,50	66,50	73,00	60,00	66,00	54,50	59,50
Magasynman—								
gedurende die eerste jaar ondervinding	68,00	75,00	63,00	68,00	57,00	61,50	55,00	59,00
gedurende die tweede jaar ondervinding	85,50	94,50	79,50	85,50	71,50	77,50	69,50	73,50
gedurende die derde jaar ondervinding	103,50	113,50	96,00	103,50	86,00	93,00	83,50	87,50
daarna	121,00	133,00	112,00	121,00	100,50	109,00	98,00	102,00
Monsterversorger	63,00	69,50	57,50	63,00	52,00	57,00	47,00	51,00

	In die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Camper- down, Chatsworth, Delmas, Durban, Germiston, Goodwood, Inanda, Johannesburg, Die Kaap, Kempton Park, Krugersdorp, Nigel, Oberholzer, Paarl, Pine- town, Port Elizabeth, Pretoria, Randburg, Randfontein, Roode- poort, Sasolburg, Simonstad, Springs, Uitenhage, Vanderbijl- park, Vereeniging, Westonaria, Wonderboom en Wynberg		In die landdrosdistrikte Bloemfontein, Kimberley, Klerksdorp, Oos-Londen, Pietermaritzburg en Witbank		In die landdrosdistrikte Kroonstad en Worcester		In die munisipale gebiede van Bethlehem, Harrismith, Lady-smith, Pietersburg, Rustenburg en Uppington	
	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
Pelsorteerder of velsorteerder—								
gedurende die eerste ses maande ondervinding	60,50	66,50	55,00	60,50	50,00	54,50	45,00	49,00
gedurende die tweede ses maande ondervinding	66,50	73,00	60,00	66,50	54,50	59,50	49,00	53,50
gedurende die derde ses maande ondervinding	72,00	79,00	65,50	72,00	59,00	65,00	53,50	58,50
gedurende die vierde ses maande ondervinding	78,00	85,50	70,50	78,00	64,00	70,00	57,50	63,00
daarna	84,00	92,00	76,00	84,00	68,50	75,50	62,00	68,00
Sekuriteitswag	68,00	75,00	62,00	68,00	56,00	61,50	50,50	55,50
Sjabloonmasjienbediener—								
gedurende die eerste ses maande ondervinding	58,00	64,00	53,00	58,00	47,50	52,50	43,00	47,00
daarna	66,50	73,50	60,50	66,50	54,50	60,00	49,50	54,00
Soeker—								
gedurende die eerste ses maande ondervinding	58,00	64,00	53,00	58,00	47,50	52,50	43,00	47,00
daarna	63,00	69,50	57,50	63,00	52,00	57,00	47,00	51,00
Sorteerder—								
gedurende die eerste ses maande ondervinding	58,00	64,00	53,00	58,00	47,50	52,50	43,00	47,00
gedurende die tweede ses maande ondervinding	61,50	67,50	56,00	61,50	50,00	55,50	45,50	49,50
gedurende die derde ses maande ondervinding	65,00	71,50	59,00	65,00	53,00	58,50	48,00	52,50
gedurende die vierde ses maande ondervinding	68,50	75,00	62,00	68,50	56,00	62,00	50,50	55,50
daarna	72,00	79,00	65,50	72,00	59,00	65,00	53,50	58,50
Voorman	161,50	177,50	147,00	161,50	133,00	145,00	120,00	131,50
Wag	59,00	66,00	54,00	60,00	48,50	54,00	44,00	49,00
Werknemer graad I	58,00	64,00	53,00	58,00	47,50	52,50	43,00	47,00
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie	58,00	64,00	53,00	58,00	47,50	52,50	43,00	47,00

Provided that—

(i) an employer shall pay his clerk, storeman or stores clerk, during a peak period, not less than the wage prescribed for his class and area, plus 7,5 per cent;

(ii) a messenger, who is required or permitted to use a two- or three-wheeled motor cycle, motor scooter or autocycle with an engine capacity of not more than 100 cm³ in the performance of his duties shall be paid not less than R2 per week more than the wage prescribed for a Grade I employee in his area.

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

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

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

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

(aa) where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for 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 less than the full weekly wage prescribed in subclause (1), as 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 for an employee of his class in clause 5.

(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.

4. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid weekly, fortnightly or monthly in cash or, with the consent of the employee, by cheque during his ordinary hours of work, or within 15 minutes thereafter on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

(a) the employer's name;

Met dien verstande dat—

(i) 'n werkgewer sy klerk, magasynman of magasynklerk gedurende 'n spitstydperk minstens die loon wat vir sy klas en gebied voorgeskryf is, plus 7,5 persent, moet betaal;

(ii) 'n bode, van wie vereis of wat toegelaat word om in die uitvoering van sy pligte 'n twee- of driewielmotorfiets, 'n bromponie of 'n outofiets met 'n enjinkapasiteit van hoogstens 100 cm³ te gebruik, minstens R2 per week meer betaal moet word as die loon wat vir 'n werknemer graad I in sy gebied voorgeskryf is.

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

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

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

van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied wat dieselfde klas werk verrig as wat van die los werknemer vereis word om te doen, 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" die weekloon beteken wat voorgeskryf is vir 'n werknemer van daardie klas geregtig is op die hoogste loon van 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 ten opsigte van daardie dag verminder kan word.

(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 hy ten opsigte van 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met die omskrywing van "loon" in klousule 2 en met subklousule (3), voorgeskryf word vir 'n werknemer van sy klas in die gebied waarin hy werk, afgesien daarvan of hy in daardie week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

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

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

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

by subklousule (1) voorgeskryf word, moet sodanige werknemer ten opsigte van daardie dag soos volg betaal:

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

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

Met dien verstande dat—

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

(ab) tensy daar in 'n skriftelike kontrak tussen 'n 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 so 'n werknemer voorgeskryf word.

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure normaalweg deur so 'n werknemer in 'n week gewerk, wat nie die gewone werkure wat vir 'n werknemer van sy klas by klousule 5 voorgeskryf word, mag oorskryf nie.

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

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

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

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 6 (4) moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, tweeweekliks of maandeliks in kontant of, as die werknemer daartoe instem, per tjek betaal word gedurende sy gewone werkure, of binne 15 minute daarna, op die bedryfsinrigting se gewone betaaldag vir sodanige werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop die volgende gemeld word:

(a) Die werkgewer se naam;

- (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
- (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) at the employee's written request the amount due to him may be paid into his building society or bank account by his employer, who shall hand to him the relevant receipt together with the aforementioned statement;
- (iii) the information relating to paragraphs (d), (e) and (f) need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a).

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

(3) *Premiums.*—Subject to the provisions of any other act 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 him or 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 any holiday, sick, medical, insurance, savings, provident or pension fund, or in respect of 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 following amounts:

	Per week	Per month
	R	R
(i) Accommodation.....	1,50	6,50
(ii) Meals and/or rations	3,00	13,00
(iii) Accommodation and meals and/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 slackness of trade or shortage of railway trucks or 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;

- (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 gedurende daardie tydperk gewerk het;
- (e) die getal ure wat die werknemer gedurende daardie tydperk oortyd gewerk het;
- (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) die netto bedrag wat aan die werknemer betaal word;

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

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

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

(iii) die inligting met betrekking tot paragrawe (d), (e) en (f) nie verstrek hoef te word nie ten opsigte van 'n werknemer wat ingevolge klousule 5 (7) (a) van die werkurebepalings uitgesluit is.

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

(3) *Premies.*—Behoudens die bepalinge van enige ander wet mag geen bedrag regstreeks of onregstreeks deur 'n werkgever van of ten behoeve van 'n werknemer aangeneem word ten opsigte van die indiensneming of opleiding van daardie werknemer nie.

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

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

(6) *Aftrekkings.*—'n Werkgever mag sy werknemer geen boetes ophê 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 pensioen-fonds of vir ledegeld aan 'n vakvereniging;

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

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

(d) wanneer daar ingevolge die Swartes (Stadsgebiede) Konsolidasiewet, 1945, van 'n werknemer vereis word of wanneer hy daartoe instem om huisvesting, etes of rantsoene van sy werkgever aan te neem, 'n bedrag wat nie onderstaande bedrae te bowe gaan nie:

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

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

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

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

(iii) no deduction shall be made in the case of short-time owing to adverse weather conditions, or 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 the employer has paid or has undertaken to pay to—

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

(ii) any organisation 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 partly from funds advanced for that purpose by the State or a body referred to in subparagraph (i);

(g) with the written consent of the employee, a deduction in one or more instalments of any amount loaned or advanced to him by the employer: Provided that such deduction shall not exceed one third of the total remuneration due to the employee on the pay-day concerned: Provided further that no such deduction shall be made in respect of any period during which the employee's wage is reduced in terms of paragraph (e).

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 and a quarter on any day;

(ii) more than five days in a week, eight and a half on any day;

(b) a security guard and 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) any other employee—

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

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

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

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

Provided that the ordinary hours of work of a clerk, a storeman or a store's clerk in any year commencing on the first day of July during which a peak period occurs, shall not exceed in any week from Monday to Saturday, inclusive, 60 during a peak period and for the same number of weeks so worked the hours shall not exceed 33 in a week: Provided further that any such employee whose employment terminates for any reason (other than desertion or upon a conviction by a competent court for an offence by the employee involving dishonesty as regards the employer) within such year, notwithstanding anything to the contrary in this Determination, be paid by his employer on such termination for each hour worked within such year in excess of the number of hours within such year calculated at the rate of 46 per week from Monday to Saturday, inclusive, at a rate of not less than one and a third times the hourly wage he was receiving at the time of such termination.

(2) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour, during which 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 a quarter hours shall be deemed to be time worked;

(iii) geen aftrekking in die geval van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens ongunstige weersgesteldheid of 'n onklaarraking van 'n installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om onbruikbaar te word, tensy die werkgewer 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 die werkgewer betaal het onderneem het of om te betaal aan—

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

(ii) 'n organisasie of liggaam ten opsigte van die huur van 'n woning of huisvesting in 'n hostel deur sodanige werknemer bewoon as sodanige woning of hostel deur bemiddeling van sodanige organisasie of liggaam voorsien is geheel of gedeeltelik uit fondse voorgesket vir daardie doel deur die Staat of 'n liggaam bedoel in subparagraaf (i);

(g) met die skriftelike toestemming van die werknemer, 'n aftrekking, in een of meer paaiemente, van enige bedrag wat die werkgewer aan hom geleen of voorgesket het: Met dien verstande dat sodanige aftrekking hoogstens een derde van die totale besoldiging is wat op die betrokke betaaldag aan die werknemer verskuldig is: Met dien verstande voorts dat geen sodanige aftrekking gemaak mag word, ten opsigte van enige tydperk waartydens die werknemer se loon ingevolge paragraaf (e) verminder word nie.

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 normaalweg op—

(i) nie meer as vyf dae per week werk nie, nege en 'n kwart op 'n dag;

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

(b) 'n sekuriteitswag en 'n wag—

(i) 60 per week van Maandag tot en met Saterdag; en

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

(aa) nie meer as vyf dae per week werk nie, 12 op 'n dag;

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

(c) enige ander werknemer—

(i) 46 per week van Maandag tot en met Saterdag; en

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

(aa) nie meer as vyf dae per week werk nie, nege en 'n kwart op 'n dag;

(ab) meer as vyf dae per week werk, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op enige van die ander dae tot agt en 'n half verleng kan word:

Met dien verstande dat die gewone werkure van 'n klerk, 'n magasynman of 'n magasynklerk in 'n jaar wat op die eerste dag van Julie begin en waarin 'n spitstydperk voorkom, gedurende so 'n spitstydperk nie 60 per week van Maandag tot en met Saterdag, te bowe mag gaan nie en vir dieselfde getal weke aldus gewerk, die ure nie 33 per week te bowe mag gaan nie: Voorts met dien verstande dat enige sodanige werknemer wie se diens gedurende sodanige jaar om enige rede eindig (uitgesonderd as 'n werknemer dros of deur 'n bevoegde hof skuldig bevind word aan 'n misdryf wat oneerlikheid teenoor sy werkgewer inhou, ondanks andersluidende bepalings in hierdie vasstelling, deur sy werkgewer by sodanige diensbeëindiging vir elke uur wat sodanige werknemer gedurende sodanige jaar gewerk het bo en behalwe die getal ure binne sodanige jaar bereken teen 'n tarief van 46 per week van Maandag tot en met Saterdag, betaal moet word teen 'n tarief van minstens een en 'n derde maal die uurloon wat hy ten tyde van sodanige diensbeëindiging ontvang het.

(2) *Etenspouse.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om onafgebroke meer as vyf uur 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 so 'n geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Mannekrag, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, die pouse aldus verkort kan word;

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

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

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

(v) when on any day by reason of overtime-work an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;

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

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

(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 ordinary hours of work of such employee.

(4) *Hours of work to be consecutive.*—Save as provided in subclauses (2) and (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 does not exceed, 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;

(c) a clerk, a storeman or a stores clerk, two hours in any week during a peak period;

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

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

(a) on any day in the case of a casual employee;

(b) in any week, fortnight or month, in the case of any other employee, depending on whether his wage is paid weekly, fortnightly or monthly, respectively;

Provided that an employer shall pay his clerk, storeman or stores clerk who works overtime during a peak period at a rate of not less than double his hourly rate in respect of the total period so worked by such employee in any week.

(7) *Savings.*—(a) This clause shall not apply to—(i) an employee who receives a regular wage at a rate of—

(aa) not less than R1 320 per month in the Magisterial Districts (excluding municipal areas) of Bloemfontein, Kimberley, Kroonstad, Sasolburg and Witbank;

(ab) not less than R1 430 per month in the Magisterial District of Worcester and the municipal areas of Bethlehem, Harrismith, Kroonstad, Ladysmith, Pietersburg, Rustenburg and Upington;

(ac) not less than R1 550 per month in any area mentioned in clause 1 (1) and not included in paragraphs (aa) and (ab) hereof.

(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 driver or an employee who accompanies a driver.

(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 leave as follows 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 ordinary hours of work do not exceed 48 hours in a week and who normally works on—

(i) not more than five days in a week, 15 consecutive work days;

(ii) more than five days in a week, 18 consecutive work days;

(b) any other security guard or a watchman who normally works on—

(i) not more than five days in a week, 20 consecutive work days;

(ii) more than five days in a week, 24 consecutive work days;

(c) a clerk, a storeman or a stores clerk in respect of a year commencing on 1 July in which such employee worked a peak period—

(i) 20 consecutive work days, if the employee normally works on not more than five days in a week;

(iv) slegs 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 word, van 'n werkgewer vereis word om op 'n dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word;

(vi) 'n drywer wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig en die vrag daarvan 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 betrokke is by die skoonmaak van persele indien sodanige pouse langer as drie uur duur enige tydperk wat drie uur te bowe gaan, geag word deel van die gewone werkure uit te maak.

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

(4) *Werkure moet agtereenvolgend wees.*—Behoudens subklousules (2) en (3), moet alle werkure van 'n werknemer op 'n dag agtereenvolgend wees.

(5) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie behalwe ingevolge 'n ooreenkoms wat hy met die werknemer aangegaan het en mits die oortyd, in die geval van—

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

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

(c) 'n klerk, 'n magasynman of 'n magasynklerk, hoogstens twee uur in 'n week is gedurende 'n spitsydperk;

(d) enige ander werknemer, hoogstens 10 uur in 'n week is.

(6) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen 'n tarief van minstens een en 'n derde maal sy uurloon ten opsigte van die totale tydperk aldus deur sodanige werknemer gewerk—

(a) op 'n dag, in die geval van 'n los werknemer;

(b) in 'n week, twee weke of 'n maand, in die geval van enige ander werknemer, afhangende daarvan of hy onderskeidelik weekliks, twee-weekliks of maandeliks betaal word;

Met dien verstande dat 'n werkgewer sy klerk, magasynman of magasynklerk wat gedurende 'n spitsydperk oortyd werk, moet betaal teen 'n tarief van minstens dubbel sy uurloon ten opsigte van die totale tydperk wat sodanige werknemer in 'n week aldus gewerk het.

(7) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing nie op 'n werknemer wat gereeld 'n loon ontvang van—

(aa) minstens R1 320 per maand in die landdrosdistrikte (uitgesonderd die munisipale gebiede) Bloemfontein, Kimberley, Kroonstad, Sasolburg en Witbank;

(ab) minstens R1 430 per maand in die landdrosdistrik Worcester en die munisipale gebiede van Bethlehem, Harrismith, Kroonstad, Ladysmith, Pietersburg, Rustenburg en Upington;

(ac) minstens R1 550 per maand in enige gebied genoem in klousule 1 (1) en nie ingesluit in paragrawe (aa) en (ab) hierbo nie.

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

(c) Subklousule (3) is nie van toepassing op 'n ketelbediener, 'n drywer of 'n werknemer wat 'n drywer vergesel nie.

(d) Subklousules (2) en (3) is nie van toepassing op 'n sekuriteitswag of a wag nie: Met dien verstande dat indien 'n etenspouse aan so 'n werknemer toegestaan word, die tydskuur van sodanige pouse by die toepassing van subklousule (1), beskou moet word as tyd 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 voltooide tydperk van 12 maande diens by hom, verlof verleen van, in die geval van—

(a) 'n sekuriteitswag of 'n wag wie se gewone werkure nie 48 in 'n week oorskry nie en wat gewoonlik—

(i) nie meer as vyf dae per week werk nie, 15 agtereenvolgende werkdade;

(ii) meer as vyf dae per week werk, 18 agtereenvolgende werkdade;

(b) enige ander sekuriteitswag of 'n wag wat gewoonlik—

(i) nie meer as vyf dae per week werk nie, 20 agtereenvolgende werkdade;

(ii) meer as vyf dae per week werk, 24 agtereenvolgende werkdade;

(c) 'n klerk, 'n magasynman of 'n magasynklerk ten opsigte van 'n jaar ingaande op 1 Julie waarin sodanige werknemer 'n spitsydperk gewerk het—

(i) 20 agtereenvolgende werkdade, indien die werknemer gewoonlik nie meer as vyf dae per week werk nie;

(ii) 24 consecutive work days, if the employee normally works on more than five days in a week;

(d) any other employee who normally works on—

(i) not more than five days in a week, 15 consecutive work days;

(ii) more than five days in a week, 18 consecutive work days;

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

(aa) an employee referred to in paragraph (a) or (d), an amount of not less than three times;

(ab) an employee referred to in paragraph (b) or (c), 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 engaged on piece-work shall be deemed to be the 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 shall 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 15 weeks;

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

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

(c) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 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 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 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 an employee referred to in—

(a) subclause (1) (a) or (d), one fourth, and

(b) subclause (1) (b) or (c), 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 12 (4), an employee shall not be entitled to any payment by virtue of the subclause if—

(i) he leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice or the employee has paid the employer upon termination or prior to termination of service in lieu of notice; or

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

(ii) 24 agtereenvolgende werkdade, indien die werknemer gewoonlik meer as vyf dae per week werk;

(d) enige ander werknemer wat gewoonlik—

(i) nie meer as vyf dae per week werk nie, 15 agtereenvolgende werkdade;

(ii) meer as vyf dae per week werk, 18 agtereenvolgende werkdade;

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

(aa) 'n werknemer in paragraaf (a) of (d) bedoel, 'n bedrag van minstens drie maal;

(ab) 'n werknemer in paragraaf (b) of (c) bedoel, 'n bedrag van minstens vier maal,

die weekloon wat die werknemer onmiddellik voor die aanvangsdatum van die verlof ontvang het: Met dien verstande dat by die toepassing van hierdie klousule die weekloon, op enige datum, van 'n werknemer wat stukwerk verrig, geag word die gemiddelde besoldiging te wees vir die voorafgaande 13 weke of, indien 'n korter tydperk gewerk is, vir die getal voltooië weke wat aldus gewerk is.

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

(a) as sodanige verlof nie eerder toegestaan is nie, dit, behoudens subklousule (3), so toegestaan en geneem moet word dat dit begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet toestaan 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 15 weke in 'n tydperk van 12 maande behoort;

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

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

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

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

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

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

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

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

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

(a) subklousule (1) (a) of (d), een kwart, en

(b) subklousule (1) (b) of (c), een derde,

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever 'n eweredige bedrag kan aftrek ten opsigte van enige tydperk van geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is: Met dien verstande voorts dat, behoudens klousule 12 (4), 'n werknemer nie op enige besoldiging uit hoofde van hierdie klousule geregtig is nie indien—

(i) hy sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afsien of tensy die werknemer die werkgever by diensbeëindiging of voor diensbeëindiging betaal in plaas daarvan om aldus kennis te gee; of

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

(6) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (3), and whose employment terminates before such leave has been granted and been taken, shall upon such termination be paid the amount he would have received, in respect of the leave, had the leave been granted to him and taken by him as at the date of the termination.

(7) For the purposes of this clause the expressions "employment" and "period of employment" shall be deemed to include—

- (a) any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice;
- (b) any period amounting in the aggregate in any period of 12 months, to not more than 15 weeks, during which an employee is absent on—
 - (i) leave in terms of this clause;
 - (ii) sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b);
 - (iii) 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 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 or suspend an activity for 21 consecutive days and in that case shall remunerate his employee in terms of subclause (1) or paragraph (c) hereof, as the case may be.

(b) Whenever a public holiday as defined falls on a day which would otherwise be a work day for an employee and such public holiday falls within the closed or suspension period referred to in paragraph (a), another work day shall be added to the said closed or suspension 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 or the suspension of an activity 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 or suspension of the activity.

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 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 wage rate to which he was entitled at the commencement of the incapacity to the extent to which sick leave, due to him at the time of such expiration or termination, has not been taken;

(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 toegestaan en geneem is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan en deur hom geneem was.

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

- (a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 12 betaal in plaas van kennis te gee;
- (b) enige tydperk van altesaam hoogstens 15 weke in 'n tydperk van 12 maande wat 'n werknemer afwesig is—
 - (i) met verlof ingevolge hierdie klousule;
 - (ii) met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b);
 - (iii) op las of versoek van sy werkgewer; en
- (c) enige tydperk wat 'n werknemer van die werk afwesig is vanweë militêre diens: Met dien verstande dat 'n werknemer nie daarop geregtig is om in 'n tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid 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 hy laas kragtens daardie wet op verlof geregtig geword het;
- (ii) 'n werknemer wat in diens was voordat hierdie vasstelling bindend geword het, 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 vervat, 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 of 'n bedrywigheid vir 21 agtereenvolgende dae staak, en in daardie geval moet hy sy werknemer ingevolge subklousule (1) of ingevolge paragraaf (c) hiervan, na gelang van die geval, besoldig.

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

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

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 nie meer as vyf dae per week werk nie, altesaam minstens 30 werksdae, en
- (b) enige ander werknemer, altesaam minstens 36 werksdae,

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 besoldiging geregtig is nie as, in die geval van 'n werknemer wat nie meer as vyf dae per week werk nie, een werkdag ten opsigte van elke voltooië tydperk van vyf weke diens, en in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooië maand diens;
- (ii) wanneer 'n werknemer gedurende sodanige eerste dienstydkring by dieselfde werkgewer weens ongeskiktheid langer afwesig is as 'n siekteverloftydperk wat hom ten tyde van sodanige ongeskiktheid toekom, hy geregtig is op besoldiging vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde dienstydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal teen die loon waarop die werknemer by die aanvang van die ongeskiktheid geregtig was, vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie;

(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) payment for any period of absence on sick leave in terms of this clause to an employee who is employed on piece-work shall be at the rate of the employee's average remuneration for the 13 weeks preceding the commencement of the sick leave 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 two 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 may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence from work.

(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 36 months, to not more than 30 weeks, during which an employee is absent on—

(aa) leave in terms of clause 6;

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

(ac) sick leave in terms of subclause (1) or owing to incapacity in the circumstances set out in subclause (4);

(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 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) "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 a public holiday as defined and such day falls on a day which otherwise is an ordinary work 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 work 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

(iii) wanneer 'n werkgewer ingevolge enige 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 besoldiging wat aan 'n werknemer wat stukwerk verrig, betaal moet word vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule, bereken moet word teen die tarief van sy gemiddelde besoldiging vir die 13 weke wat die aanvang van sy siekteverlof voorafgaan of, indien 'n korter tydperk gewerk is, vir die aantal voltooide weke wat aldus gewerk is.

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

(a) vir langer as twee agtereenvolgende werkdade, of

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

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregestreerde 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 'n tydperk van hoogstens agt weke by twee of meer geleenthede besoldiging ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid van sy werk voor te lê.

(3) By die toepassing van hierdie klousule—

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

(i) enige tydperk van altesaam hoogstens 30 weke in 'n tydkring van 36 maande 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) of weens ongeskiktheid in die omstandighede uiteengesit in subklousule (4);

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

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

(b) beteken die uitdrukking "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 enige sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeval of 'n vergoedingspligtige siekte soos omskryf in artikel 2 van die Ongevalwet, 1941 (Wet 30 van 1941), as ongeskiktheid beskou word slegs gedurende enige tydperk ten opsigte waarvan geen betaling vir arbeidsongeskiktheid 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 werkgewer 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 in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, aan die werknemer die betaling waarborg van 'n bedrag wat nie minder is nie as die loon betaalbaar ingevolge subklousule (1);

(b) ten opsigte van 'n tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan daar by 'n ander wet van die werkgewer vereis word om die werknemer minstens sy volle loon te 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 vir hom andersins 'n gewone werkdag is, moet sy werkgewer hom ten opsigte van daardie dag 'n bedrag betaal wat nie minder is nie as die loon aan hom betaalbaar 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 vir hom andersins 'n gewone werkdag is, moet sy werkgewer hom ten opsigte van daardie dag 'n bedrag betaal minstens gelyk aan die bedrag wat hy ingevolge paragraaf (a) aan die werknemer sou moes betaal het as die werknemer nie op daardie dag gewerk het nie, plus—

(i) 'n bedrag bereken teen minstens sy loonskaal ten opsigte van die volle tyd 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 op daardie dag van die week werk, watter bedrag ook al die grootste is; of

(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 work 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 work 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 work 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 work day.

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

(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 a 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.

(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 in respect of 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 employee normally works on—

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

(b) more than five days in a week, shall be deemed to have worked at least eight and a half 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 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 purposes 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) to (d), (2), (4) and (5) shall not apply to an employee referred to in clause 5 (7) (a).

9. PIECE-WORK

(1) 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

(ii) 'n bedrag bereken teen minstens een derde van sy loonskaal ten opsigte van die volle tyd wat hy op daardie dag werk en aan hom, binne sewe dae na daardie dag, een dag verlot toestaan en ten opsigte van sodanige verlot 'n bedrag aan hom betaal wat nie minder is nie as die loon aan hom betaalbaar 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 nie vir hom andersins 'n gewone werkdag is nie, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk, plus—

(i) 'n bedrag bereken teen minstens sy loonskaal ten opsigte van die volle tyd 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 op 'n werkdag werk, watter bedrag ook al die grootste is; of

(ii) 'n bedrag bereken teen minstens een derde van sy loonskaal ten opsigte van die volle tyd wat hy op daardie dag werk en aan hom, binne sewe dae na daardie dag, een dag verlot toestaan en ten opsigte van sodanige verlot 'n bedrag aan hom betaal wat nie minder is nie as die loon aan hom betaalbaar 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 en sodanige dag op 'n Sondag val, moet hy vir sodanige werk vergoed word op die basis in paragraaf (c) uiteengesit.

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

(a) Indien hy hoogstens vier uur aldus werk, 'n bedrag wat nie minder is nie as die loon betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n weekdag werk; of

(b) indien hy langer as vier uur aldus werk, 'n bedrag wat nie minder is nie as of 'n bedrag bereken teen dubbel sy loonskaal ten opsigte van die volle tyd wat hy op daardie Sondag werk, of 'n bedrag gelyk aan minstens dubbel die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n weekdag werk, watter bedrag ook al die grootste is; of

(c) 'n bedrag bereken teen minstens een en een derde maal sy loonskaal ten opsigte van die volle tyd wat hy op daardie Sondag werk en aan hom, binne sewe dae na daardie Sondag, een dag verlot toestaan en ten opsigte van sodanige verlot hom 'n bedrag betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk.

(3) *Vergoeding aan '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 'n bedrag betaal, bereken teen 'n koers van minstens dubbel sy uurloon ten opsigte van elke uur of gedeelte van 'n uur wat hy op daardie dag gewerk het: Met dien verstande dat by die toepassing van hierdie subklousule 'n los werknemer in 'n bedryfsinrigting waarin die werknemer gewoonlik—

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

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

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

(a) gedeeltelik op 'n openbare feesdag, soos omskryf, of '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 daar vir die doel van die berekening van die vergoeding betaalbaar aan sodanige werknemer geag dat die hele tydperk wat hy gewerk het, op die dag val waarop die grootste gedeelte van daardie werkdag val.

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

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

9. STUKWERK

(1) 'n Werkgever kan wanneer hy 'n werknemer in diens neem of, indien die werknemer reeds in sy diens is, nadat hy hom minstens een week vooraf kennis gegee het, 'n stukwerkstelsel invoer en, behoudens klousule 4 (6), moet sodanige werkgever sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die tariewe wat kragtens sodanige

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.

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

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

(4) Notwithstanding anything to the contrary in this clause, an employer 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.

10. 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.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee, and any such 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 uniform, overall or protective clothing, in which event the employer shall pay such employee an allowance of not less than R1,00 for each week in respect of which such employee is required to wear the protective clothing.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

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

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

Provided that this shall not affect—

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

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

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

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

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

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

(a) the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or on sick leave granted in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) where

stelsel van toepassing is: Met dien verstande dat die werkgewer, ongeag die hoeveelheid werk wat verrig is, sodanige werknemer soos volg moet betaal:

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

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

(2) 'n Werkgewer moet 'n lys van die tariewe in subklousule (1) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou of hy kan in plaas daarvan die werknemer voorsien van 'n brief wat deur of namens hom onderteken is en waarin genoemde tariewe uiteengesit is.

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

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

10. VERBOD OP INDIENSNEMING

'n Werkgewer mag nie iemand onder die leeftyd van 15 jaar in diens neem nie of van 'n vroulike werknemer vereis of haar toelaat om gedurende die tydperk wat vier weke voor die verwagte datum van haar bevaling begin en agt weke na die bevallingsdatum eindig, te werk nie.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet enige uniform, oorpak, rubberstewels of ander beskermende kleres 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 enige sodanige uniform, oorpak, rubberstewels of ander beskermende kleres bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om enige sodanige uniform, oorpak of beskermende kleres te was en/of te stryk, in welke geval die werkgewer sodanige werknemer 'n toelae moet betaal van minstens R1,00 vir elke week ten opsigte waarvan daar van sodanige werknemer vereis word om die beskermende kleres te dra.

12. BEÏNDIGING VAN DIENSKONTRAK

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

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

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

kennis van die beëindiging van die kontrak 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 die werknemer of die werkgewer, na gelang van die geval, in plaas van sodanige kennisgewing soos volg te betaal:

(i) In die geval van een werkdag kennisgewing, minstens die dagloon;

(ii) in die geval van een week kennisgewing, minstens die weekloon, wat die werknemer ten tyde van sodanige beëindiging ontvang: Met dien verstande dat—

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

(ab) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat by 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: Met dien verstande voorts dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur afrekkings ten opsigte van korttyd en 'n werkgewer hom betaal in plaas van kennis te gee, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag ten opsigte van 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 waaroor daar ooreengekom is.

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

(a) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende, 'n werknemer, se afwesigheid met verlof toegestaan ingevolge klousule 6 of met siekteverlof toegestaan ingevolge klousule 7 of sy afwesigheid weens ongeskiktheid in die

such absences amount in the aggregate to not more than 15 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.

13. CERTIFICATE OF SERVICE

Except where an employee deserts 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 wage of the employee on the date of such termination.

CERTIFICATE OF SERVICE

I,
 carrying on trade in the Wool, Mohair, Hides and Skins Trade at
 hereby certify that Identity No.
 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, grade I employee, general worker.

14. LOG-BOOK

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

DAILY LOG

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

Signature of driver

Date

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

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

15. ATTENDANCE REGISTER

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

omstandighede uiteengesit in kousule 7 (4) (a) of (b), waar sodanige afwesighede altesaam hoogstens 15 weke beloop in 'n tydperk van 12 agtereenvolgende maande diens by dieselfde werkgewer; en

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

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

13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer dros of waar die werknemer 'n los werknemer is, moet die werkgewer by beëindiging van 'n dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik onderstaande vorm het en waarin die volle name van die werkgewer en van die werknemer, die klas van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die loon van die werknemer op die datum van sodanige beëindiging vermeld word.

DIENSSERTIFIKAAT

Ek,
 wat sake doen in die Wol-, Angorahaar-, Huid- en Velbedryf 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 werkgewer of
 gemagtigde verteenwoordiger*

Datum

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

14. LOGBOEK

(1) 'n Werkgewer moet sy drywer voorsien van 'n logboek wat so na moontlik die volgende vorm het:

DAAGLIKSE LOG

Naam van werkgewer
 Naam van drywer
 Datum
 Tyd waarop werk begin word
 Tyd waarop werk beëindig word
 Getal ure gewerk
 Etenspouses van tot
 Besonderhede van 'n ongeluk of vertraging
 Naam(name) van werknemer(s) wat drywer vergesel

Handtekening van drywer

Datum

(2) Elke drywer moet in die logboek bedoel in subkousule (1), 'n daaglikse log in tweevoud hou ten opsigte van elke dag se werk en moet binne 24 uur na voltooiing van die werk waarop dit betrekking het, 'n kopie daarvan aan sy werkgewer lewer.

(3) Die werkgewer moet die kopie van die daaglikse log wat ingevolge subkousule (2) aan hom gelewer is, vir 'n tydperk van minstens drie jaar na sodanige lewering bewaar.

15. PRESENSIEREGISTER

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

(Name of employee)										ATTENDANCE REGISTER				(Class of employee)			
Date and day of week		Entries to be made by employee											Remarks (if any)				
Year.....	Month.....	Time of commencing work	Intervals off work						Time of finishing work	Overtime worked		Total number of hours		Signature	By employee	By employer, if employee was absent. Reasons for his absence (to be signed by employer)	By inspector
Date	Day of week		Off	On	Off	On	Off	On		On	Off	Each day	Each week				
1																	
2																	
3																	
4																	
5																	
6																	
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31																	

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

PRESENSIEREGISTER

(Naam van werknemer)

(Klas van werknemer)

Datum en dag van week		Inskrywings moet deur werknemer gedoen word												Opmerkings (as daar is)			
Jaar.....	Maand.....	Tyd waarop werk begin word	Werkpouses						Tyd waarop werk beëindig word	Oortyd gewerk		Totale getal ure		Handtekening	Deur werknemer	Deur werkgever as werknemer afwesig was. Redes vir sy afwesigheid (moet deur werkgever onderteken word)	Deur inspekteur
Datum	Dag van week		Pouse begin	Hervat werk	Pouse begin	Hervat werk	Pouse begin	Hervat werk		Van	Tot	Elke dag	Elke week				
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3																	
4																	
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Opmerking.—Onder die opskrifte "Pouse begin" en "Hervat werk" in die kolom "Werkpouses", voeg in hoe laat die pouse begin en hoe laat 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 and class of employee
Week ended 19

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

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

(a) record in ink or indelible pencil in such attendance register referred to in subclause (1)—

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

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

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

(4) An employer shall retain such 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 accompanying such driver.

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 401, published under Government Notice R. 1652 of 15 August 1980, as amended by Government Notices R. 1140 of 29 May 1981 and R. 291 of 11 February 1983.)

(2) 'n Werkgewer kan in plaas van 'n presensieregister 'n halfoutomatiese tydregistreerder tesame met die nodige kaarte, wat sover doenlik onderstaande vorm moet hê, beskikbaar stel en elkeen van sy werknemers voorsien van so 'n kaart met die naam en nommer van die werknemer daarop asook die datum van die einde van die week waarvoor die kaart gebruik moet word:

No. Naam en klas van werknemer
Week geëindig 19

Dag	In	Uit	In	Uit	Totaal
Sondag	..h..	..h..	..h..	..h..	..h..
Maandag	..h..	..h..	..h..	..h..	..h..
Dinsdag	..h..	..h..	..h..	..h..	..h..
Woensdag	..h..	..h..	..h..	..h..	..h..
Donderdag	..h..	..h..	..h..	..h..	..h..
Vrydag	..h..	..h..	..h..	..h..	..h..
Saterdag	..h..	..h..	..h..	..h..	..h..

(3) Tensy hy deur 'n onvermydelike oorsaak verhinder word om dit te doen, moet elke werknemer ten opsigte van elke dag wat hy gewerk het en wel op dié dag—

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

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

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

- (i) Die tyd waarop hy begin werk het;
- (ii) die tyd waarop alle etens- of ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het; 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, bewaar vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop.

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

- (a) 'n werknemer wat uit hoofde van klousule 5 (7) (a) van die werk-urebepalings uitgesluit word;
- (b) 'n drywer en 'n werknemer wat sodanige drywer vergesel.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 401, gepubliseer by Goewermentskennisgewing R. 1652 van 15 Augustus 1980, soos gewysig by Goewermentskennisgewings R. 1140 van 29 Mei 1981 en R. 291 van 11 Februarie 1983.)

Drinking and driving is a criminal offence
Drink en bestuur is 'n kriminele oortreding

Please keep our country, South
Africa, clean!



Help om ons land, Suid-Afrika,
skoon te hou!

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