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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 2616

27 November 1987

LOONWET, 1957

LOONVESSTELLING 450.—WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF, SEKERE GEBIED

In opdrag van die Minister van Mannekrag, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Wassery-, Droogskoonmaak- en Kleurbedryf, 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 elke werkgewer, uitgesonderd 'n klein werkgewer soos in klousule (3) omskryf, nadat hy altesaam 12 maande lank by die Wassery-, Droogskoonmaak- en Kleurbedryf, soos in subklousule (2) omskryf, betrokke was, en op al sy werknemers, uitgesonderd bestuurders soos in subklousule (4) omskryf, in die volgende gebiede:

Kaapprovinsie.—Die landdrostdistrikte Kimberley, Port Elizabeth, Uitenhage en Worcester en die munisipale gebiede Beacon Bay en Oos-Londen.

Natal.—Die landdrostdistrikte Durban, Chatsworth, Inanda, Pinetown (uitgesonderd die gedeeltes van genoemde drie distrikte wat binne 'n straal van 24,14 km vanaf die Hoofposkantoor, Durban, val) en Pietermaritzburg en Port Shepstone en die munisipale gebiede van Empangeni, Ladysmith, Newcastle en Richardsbaai.

Oranje-Vrystaat.—Die landdrostdistrikte Bloemfontein, Odendaalsrus, Sasolburg, Virginia en Welkom en die munisipale gebiede van Bethlehem, Harrismith.

Transvaal.—Die landdrostdistrikte Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom en die munisipale gebiede van Middelburg, Pietersburg, Rustenburg en Witbank.

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 2616

27 November 1987

WAGE ACT, 1957

WAGE DETERMINATION 450.—LAUNDRY, DRY-CLEANING AND DYEING 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 Laundry, Dry-Cleaning and Dyeing 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 every employer, other than a small employer as defined in subclause (3), after he has been engaged for 12 months in the aggregate in the Laundry, Dry-Cleaning and Dyeing Trade as defined in subclause (2), and to all his employees, other than managers as defined in subclause (4), in the following areas:

Cape Province.—The Magisterial Districts of Kimberley, Port Elizabeth, Uitenhage and Worcester and the municipal areas of Beacon Bay and East London.

Natal.—The Magisterial Districts of Chatsworth, Inanda, Pinetown (excluding those portions of the said four Districts which fall within a radius of 24,14 km from the General Post Office, Durban) and Pietermaritzburg and Port Shepstone and the municipal areas of Empangeni, Ladysmith, Newcastle and Richards Bay.

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

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

(2) "Wassery-, Droogskoonmaak- en Kleurbedryf" of "Bedryf" beteken die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om een of meer van die volgende werksaamhede te verrig:

- Die was, droog, stryk, pers, skoonmaak, kleur of heelmaak van artikels volgens die bestelling van klante in bedryfsinrigtings;
- die beskikbaarstel in bedryfsinrigtings van munt- of selfbedieningsmasjiene of enige soortgelyke was-, droog-, stryk-, pers-, droogskoonmaak- of kleurnasjiene vir gebruik deur klante;
- die gebruik van voertuie of die bestuur van depots, afgesien daarvan of sodanige voertuie in verband staan met of sodanige depots deel uitmaak van of in verband staan met bedryfsinrigtings waar die werksaamhede in (a) en (b) genoem, uitgeoefen word, met die doel om bestellings vir die was, droog, stryk, pers, skoonmaak, kleur of heelmaak van artikels te werf, aan te vra of op te neem, en omvat die ophaal, ontvangs of aflewering van sodanige artikels;

en omvat verder alle bedrywighede wat met enigiene van voornoemde werksaamhede in verband staan of daaruit voortspruit, maar omvat nie—

- 'n wassery wat deur 'n opvoedkundige inrigting ten behoeve van inwonende leerlinge of studente aangehou word nie;
- 'n bedryfsinrigting wat deur 'n hotel of hospitaal of dergelyke inrigting vir sy huishoudelike behoeftes of dié van sy gaste of pasiënte aangehou word nie.

(3) "Klein werkgewer" beteken—

- 'n werkgewer wat op die datum van publikasie van hierdie vasstelling slegs by hierdie Bedryf betrokke is in enige van die gebiede waarin hierdie vasstelling bindend is en wat minder as vyf werknemers in of in verband met sy besigheid in diens het, vir solank as wat hy voortgaan om te alle tye minder as vyf werknemers aldus in diens te hê; of
- 'n werkgewer wat na die datum van publikasie van hierdie vasstelling tot die Bedryf toetree en wat slegs by hierdie Bedryf betrokke is hoogstens een besigheid in enige van die gebiede waarin hierdie vasstelling bindend is en wat te alle tye minder as vyf werknemers in of in verband met sy besigheid in diens het.

(4) "Bestuurder" 'n werknemer wat deur sy werkgewer belas is met die algehele toesig oor, verantwoordelikheid vir en bestuur van die werksaamhede van 'n bedryfsinrigting of gedeelte van 'n inrigting uitgesonderd 'n depot en die werknemers wat daarin werk, maar sluit nie 'n werknemer in wat 'n bestuurder aflos of tydens sy afwesigheid namens hom optree nie.

2. WOORDOMSKRYWING

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

- "afwerker—droogskoonmaak" (werknemer graad I), 'n werknemer wat artikels ná die skoonmaakproses na fatsoen stryk, pers of stoom en kleiner verstellings mag aanbring aan 'n masjien waarmee hy werk; (30)
- "afwerker—wassery of kleurafdeling" (werknemer graad II) 'n werknemer, uitgesonderd 'n kalendermasjienbediener, wat artikels ná die skoonmaakproses na fatsoen stryk, pers of stoom en kleiner verstellings mag aanbring aan 'n masjien waarmee hy werk; (31)
- "algemene werker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:
 - Artikels met 'n droë borsel voor die skoonmaakproses borsel;
 - artikels toedraai, uitgesonderd die pligte van 'n pakker soos voorgeskryf in subklousule (60);
 - artikels uitskud;
 - artikels volgens kategorieë sorteer maar nie volgens kode-merke, fakture of uitkenningsmerke nie;
 - dra, lig, opstapel, laai of aflaai, uitgesonderd deur die gebruik van kragtoerusting;
 - etikette met die hand vasheg;
 - 'n kleuroplossing gedurende die kleurproses roer;
 - massameting volgens 'n gestelde skaal of verbruikbare voorrade of onderdele tel;

(2) "Laundry, Dry-Cleaning and Dyeing Trade" or "Trade" means the trade in which employers and employees are associated for the purpose of carrying on one or more of the following activities:

- Washing, drying, ironing, pressing, cleaning, dyeing or mending articles to the order of customers in establishments;
- making available in establishments of coin or any self-operated machines or any similar washing, drying, ironing, pressing, dry-cleaning or dyeing machines for use by customers;
- using vehicles or conduction depots, whether or not such vehicles are connected with or such depots from part of, or are connected with an establishment in which the activities specified in (a) and (b) are performed, for the purpose of canvassing, inviting or taking orders for articles to be washed, dried, ironed, pressed, cleaned, dyed or mended and includes the collecting, receiving or delivering of such articles;

and further includes all operations incidental to or consequent on any of the aforesaid activities, but does not include—

- a laundry which is operated by an educational institution on behalf of resident pupils or students;
- an establishment which is operated by a hotel or hospital or similar institution for its domestic requirements or those of its guests or patients.

(3) "Small employer" means—

- an employer who on the date of publication of this determination is engaged in this Trade only, in any of the areas in which this determination is binding, and who is employing less than five employees in or in connection with his business, for so long as he continues thus to employ less than five employees at all times; or
- an employer who enters the Trade after the date of publication of this determination and is engaged in this Trade only, in any of the areas in which this determination is binding, and who at all times employs less than five employees in or in connection with his business.

(4) "Manager" means an employee who is charged by his employer with the overall supervision over, responsibility for and direction of the activities of an establishment or part of an establishment other than a depot and the employees engaged therein, but does not include an employee in the same establishment who relieves or acts for a manager during the latter's absence.

2. DEFINITIONS

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

- "artisan" means an employee who has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who holds a certificate issued or deemed to have been issued to him by the Registrar of Manpower Training and conferring artisan status on him in terms of that act, and any other employee engaged in work normally performed by an artisan except where specifically otherwise provided in this determination; (4)
- "artisan's assistant" (Grade II employee) means an employee who assists an artisan or a handyman by holding articles or tools or otherwise working with him, other than by the independent use of tools, and who may oil or grease power-driven machines or vehicles; (5)
- "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; (27)
- "bulk sorter" (Grade II employee) means an employee who sorts processed and finished articles according to the code mark of the depot, agent or canvasser, but not according to the customer's identification marks; (38)
- "calender machine or mangle operator" (Grade II employee) means an employee who feeds articles into or takes articles from a calender machine or mangle or folds such articles and who may start or stop the machine; (26)
- "canvasser" means an employee who invites, solicits or canvasses orders for goods to be laundered, dry-cleaned or dyed and who may collect goods for laundering, dry cleaning or dyeing, may quote prices and issue invoices, and may deliver goods to customers and accept payment therefor and issue receipts; (69)

- (i) 'n masjienbediener help deur artikels aan 'n masjien te voer of daarvan af te neem;
- (j) 'n nie-kraagaangedrewe hyser bedien;
- (k) op aflewingsvoertuie help;
- (l) persele of voertuie, meubels, gerei, masjinerie of implemente skoonmaak of poleer;
- (m) sakke, bale, kiste of ander houers oop- of toemaak;
- (n) sakke omkeer;
- (o) steenkool skep of vervoer;
- (p) 'n stofsuiwer of tapytklopper bedien;
- (q) tee of dergelike drankte vir werknemers of vir die werkgewer of sy gaste maak of hulle daarmee bedien;
- (r) tuinmaak;
- (s) 'n voertuig stoot of trek, uitgesonderd met kragtoerusting;
- (t) vullis of as verwyder; (34)
- (4) "ambagsman" 'n werknemer wat 'n kontrak van vakleerlingskap voltooi het of geag word te voltooi het in 'n ambag wat aangewys is of geag word aangewys te wees ingevolge die Wet op Mannekragopleiding, 1981, of wat die houer is van 'n sertifikaat aan hom uitgereik of geag word uitgereik te wees deur die Registrateur van Mannekragopleiding wat ambagsmanstatus aan hom verleen ingevolge daardie wet, en alle ander werknemers wat werk doen wat gewoonlik deur 'n ambagsman verrig word, behalwe waar spesifiek anders in hierdie vasstelling bepaal word; (1)
- (5) "ambagsmanshulp" (werknemer graaf II) 'n werknemer wat 'n ambagsman of 'n faktotum bystaan deur artikels of gereedskap vas te hou of met hom saam te werk sonder om gereedskap op sy eie te hanteer, en wat kraagaangedrewe masjinerie of voertuie olie of smeer; (2)
- (6) "bedryfsinrigting met munt- of skyfie-outomate" 'n perseel wat gebruik word ten einde een of meer van die volgende fasiliteite aan kliente beskikbaar te stel deur middel van munt- of skyfie-outomate:
- Was;
 - droogskoonmaak;
 - pars;
 - stryk;
 - stoom;
 - artikels volgens fatsoen afwerk;
 - water uithaal;
 - droogmaak;
 - tuimel; (15)
- (7) "bruto kombinasie-massa", met betrekking tot 'n motorvoertuig, die maksimum massa van enige kombinasie van voertuie, met inbegrip van die trekvoertuig en vrag, soos deur die vervaardiger daarvan gespesifiseer of, in die afwesigheid van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (37)
- (8) "bruto voertuigmassa", met betrekking tot 'n motorvoertuig, die maksimum massa van sodanige voertuig en sy vrag, soos deur die vervaardiger gespesifiseer of, in die afwesigheid van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (38)
- (9) "bode" (werknemer graad II) 'n werknemer wat betrokke is by die afhaal, sorteer, verspreiding of aflewering van briewe, boodskappe of pakkies te voet of deur middel van 'n trapfiets, driewiel of handvoertuig of deur middel van 'n twee- of driewielmotorfiets of bromponie met 'n enjinkapasiteit van hoogstens 100 cm³, wat dokumente van hulle in koeverte plaas, koeverte toeplak, rubberstempelwerk verrig, korrespondensie of pakkies op die pos doen; (50)
- (10) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat, in die geval van 'n sekuriteitswag of wag, dit beteken 'n tydperk van 24 uur gereken vanaf die tydstop waarop so 'n werknemer begin werk; (20)
- (11) "deeltydse werknemer" 'n werknemer wat op 'n weeklikse of maandelikse grondslag in diens is vir hoogstens 24 gewone werkbare uren per week en vir wie lone in klousule 3 (1) (c) voorgeskryf word; (56)
- (12) "depot" 'n perseel wat deur die werkgewer aangehou word om artikels wat gewas, gestryk, droogskoongemaak of gekleur moet word, te ontvang en sulke artikels na behandeling aan kliente terug te besorg; (21)
- (7) "canvasser, Grade A", means a canvasser who operates from a motor vehicle the gross vehicle mass of which exceeds 3 500 kg; (70)
- (8) "canvasser, Grade B", means a canvasser who operates from a motor vehicle the gross vehicle mass of which does not exceed 3 500 kg; (71)
- (9) "canvasser, Grade C", means a canvasser who operates from any other kind of vehicle; (72)
- (10) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (36)
- (11) "chargehand" means an employee who, under the supervision of a foreman, supervisor or dyer, is in charge of a group of Grade I or Grade II employees or general workers or any combination of these classes; (47)
- (12) "checker" means an employee who verifies articles before or after the cleaning process with customers' lists or the establishment's invoices and who may—
- under the supervision of an invoice clerk, complete invoices and enter prices;
 - make copies of the customer's list or the establishment's invoices;
 - compile despatch sheets;
 - determine and record the mass and quantity of processed articles; (43)
- (13) "checker's assistant" (Grade II employee) means an employee who opens up parcels or bundles or articles received and counts out or calls over the pieces for the checker; (44)
- (14) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee's duties; (28)
- (15) "coin or slug-operated establishment" means any premises used for the purpose of making one or more of the following facilities available to customers by means of coin or slug-operated machines:
- Dry-cleaning;
 - drying;
 - finishing to shape of articles;
 - ironing;
 - laundering;
 - pressing;
 - steaming;
 - tumbling;
 - water extracting; (6)
- (16) "coin or slug-operated establishment attendant, Grade I", means an employee who is in attendance in a coin or slug-operated establishment and who is engaged in any one or more of the following duties:
- Keeping registers relating to the establishment;
 - removing money or slugs from coin or slug slots attached to the machines and accounting for same;
 - supervising one or more general workers;
- and who may also be required to perform any of the duties prescribed for a "coin or slug-operated establishment attendant, Grade II"; (50)
- (17) "coin or slug-operated establishment attendant, Grade II", means an employee who is in attendance in a coin or slug-operated establishment and who is engaged in any one or more of the following duties:
- Cleaning the establishment or machines;
 - attending to or assisting persons who make use of any of the facilities available in a coin or slug-operated establishment;
 - accepting money and issuing change or slugs;
- (18) "collector (Grade II employee) means an employee who is required to collect or deliver goods on foot, by pedal cycle or push cart, or who may accompany a canvasser or a driver to collect or deliver goods, and who in respect thereof may issue dockets and accept payment, but who may not drive the vehicle or invite, solicit or canvass orders; (30)

- (13) "depotassistent" 'n werknemer wat, in 'n depot, een of meer van die volgende werksaamhede verrig:
- Artikels wat gewas, gestryk, droogskoongemaak of gekleur moet word van klante ontvang en sodanige artikels na die behandeling daarvan aan klante terugbesorg;
 - boeke van die depot byhou;
 - geld van klante aanneem;
 - geld in die bank deponeer;
 - toesig hou oor kollekteerders; (22)
- (14) "drywer" 'n werknemer, uitgesonderd 'n werwer, wat 'n motorvoertuig dryf om personeel of goedere te vervoer en wat by die aflewering van goedere betaal daarvoor mag ontvang, en by die toepassing van hierdie woordskrywing omvat die uitdrukking " 'n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf; (23)
- (15) "eerste ondersoeker" (werknemer graad II) 'n werknemer wat artikels voor of na die skoonmaakproses met die oog op merke of vlekke ondersoek en wat merke of vlekke met 'n droë borsel of met 'n borsel en water mag verwyder; (32)
- (16) "ekstra swaart motorvoertuig" 'n motorvoertuig waarvan die bruto kombinasie massa meer as 16 000 kg is; (27)
- (17) "fabrieksklerk" 'n werknemer wat een of meer van die volgende pligte verrig:
- Van uitgaande pakkette boekhou of vorms vir kosteberekening of ter boekstaving invul;
 - hoeveelhede se massa meet of tel of opteken;
 - besonderhede in verband met rekvisities vir of uitreiking van voorraad of uitrusting aanteken;
 - werktidperke en ander besonderhede betreffende produksie aanteken;
 - die vordering van werk in die fabriek aanteken; (28)
- (18) "faktotum" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting en wat ook kleinere herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (39)
- (19) "faktuurklerk" 'n werknemer, uitgesonderd 'n werwer, nasiener of depotassistent, wat op faktuurvorms besonderhede van artikels inskryf en pryse aanteken; (42)
- (20) "finale ondersoeker" (werknemer graad I) 'n werknemer wat artikels wat klaar gewas en gestryk, skoongemaak of gekleur is, na voltooiing van al die betrokke prosesse, met die oog op foute en vlekke ondersoek; (29)
- (21) "fynstopper" 'n werknemer wat artikels stop of heelmaak deur metodes aan te wend wat daarop bereken is om die oorspronlike stof- en kleurpatroon te herstel of te behou; (41)
- (22) "gekwalfiseerd", met betrekking tot 'n werknemer, dat die ondervinding van 'n werknemer in sy klas hom geregtig maak op die hoogste loonskaal wat vir dié klas voorgeskryf word; omgekeerd beteken "ongekwalfiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loonskaal geregtig maak nie; (60)
- (23) "gewone naaldwerker" (werknemer graad II) 'n werknemer, uitgesonderd 'n heelmaker wat een of meer van die volgende werksaamhede verrig:
- Broekomslae vaswerk;
 - hoedbande en voerings, gordels, gespes, knope of ander vasmakers aanwerk;
 - kouse of sokkies stop;
 - lengtes materiaal aannekaar werk ter voorbereiding vir die kleurproses; (58)
- (24) "gewone werkure" die werkure by klousule 5 (1) voorgeskryf of, indien volgens ooreenkoms tussen 'n werkgever en sy werknemer laasgenoemde korter ure werk, daardie korter ure; (53)
- (25) "heelmaker" (werknemer graad I) 'n werknemer, uitgesonderd 'n fynstopper, wat geweefde of gebreide artikels verander of heelmaak; (49)
- (26) "kalandermasjien- of mangelbediener" (werknemer graad II) 'n werknemer wat artikels in 'n kalandermasjien of mangel voer of daarvan afhaal of sodanige artikels vou en wat die masjien mag aan- of afskakel; (5)
- (19) "commission work" means any system under which an employee's remuneration is calculated on the value of or number of orders submitted by him to and accepted by his employer; (31)
- (20) "day" means the period of 24 hours from midnight to midnight: Provided that in the case of a security guard of a watchman, it shall mean a period of 24 hours reckoned from the time such an employee commences work; (10)
- (21) "depot" means premises used by the employer for the purpose of receiving articles to be laundered, dry-cleaned or dyed and, after processing, for the purpose of re-issuing such articles to customers; (12)
- (22) "depot assistant" means an employee who, in a depot, is engaged in any one or more of the following duties:
- Receiving from customers articles to be laundered, dry-cleaned or dyed and re-issuing such articles to customers after processing;
 - accepting money and issuing receipts;
 - banking of moneys;
 - keeping of records of the depot;
 - supervising collectors; (13)
- (23) "driver" means an employee, other than a canvasser, who is engaged in driving a motor vehicle for the purpose of transporting staff or goods and who on delivering goods may accept payment in respect of such goods, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive; (14)
- (24) "dyer" means an employee who is engaged in or who supervises the dyeing and bleaching process and who decides on the nature, type, blending and application of the dyes or other chemicals to be used; (29)
- (25) "emergency work" means—
- any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, sabotage, industrial unrest, theft or a breakdown of plant or machinery or a threatened breakdown of buildings, must be done without delay, and includes work to be done for ships;
 - any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary hours of work; (46)
- (26) "experience" means, in relation to—
- a clerk, a factory clerk or an invoice clerk, the total period or periods of employment which an employee has had as a clerk, a factory clerk or an invoice clerk, respectively, in any trade or industry or in the service of a local authority or the State;
 - any other class of employee, the total period or periods of employment which an employee has had in his class in this trade; (48)
- (27) "extra heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 16 000 kg; (16)
- (28) "factory clerk" means an employee who is engaged in any one or more of the following duties:
- Booking out parcels or completing forms for costing or record purposes;
 - mass measuring or counting or recording quantities;
 - recording particulars in regard to requisitions for or issued of supplies or equipment;
 - recording performance times and other particulars relating to production;
 - recording the progress of work in the factory; (17)
- (29) "final examiner" (Grade I employee) means an employee who examines laundered, cleaned or dyed articles for faults or blemishes after the completion of all the processes involved; (20)
- (30) "finishing hand—dry cleaning" (Grade I employee) means an employee who irons, presses or steams articles to shape after processing, and who may carry out minor adjustments to the machine which he operates; (1)

- (27) "ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook of uithaal; (3)
- (28) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier en 'n telefoonskakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (14)
- (29) "kleurder" 'n werknemer wat werksaam is by, of toesig hou oor kleur- en bleikwerk en wat besluit oor die aard, soort, meng en aanwending van die kleur- of ander chemiese stowwe en wat gebruik moet word; (24)
- (30) "kollekteerder" (werknemer graad II) 'n werknemer van wie vereis word om goedere te voet, per trapfiets of met 'n stootkar te haal of af te lewer, of wat 'n werwer of 'n motorvoertuigbestuurder mag vergesel om goedere te haal of af te lewer, en wat ten opsigte daarvan ontvangsbewyse mag uitreik en geld ontvang maar wat nie die voertuig mag bestuur of bestellings mag soek, aanvra of werf nie; (18)
- (31) "kommissiewerk" enige stelsel waarvolgens 'n werknemer se besoldiging bereken word volgens die getal of waarde van die bestellings wat hy aan sy werkgewer voorlê en wat laasgenoemde aanvaar; (19)
- (32) "korttyd" 'n tydelike vermindering van die getal gewone werkers weens 'n slapte in die bedryf, 'n tekort aan gronstowwe of 'n onklaarraking van installasie of masjinerie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (63)
- (33) "leunwa" 'n sleepwa wat geen vooras het nie en so ontwerp of ingerig is om op 'n voorspanmotor te rus en deur hom getrek word; (62)
- (34) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa hoogstens 3 500 kg is; (43)
- (35) "loon" die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure: Met dien verstande dat—as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken; maar hierdie eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; (69)
- (36) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (10)
- (37) "masjienbediener" (werknemer graad I) 'n werknemer wat een of meer van die volgende masjiene bedien, versorg, aanskakel of stopsit, met inbegrip van enige masjiene wat die werk van twee of meer sodanige masjiene verrig:
- (a) In die wassery- en droogskoonmaakafdelings—
 - ekstraktors;
 - tapytskuimwasmasjiene;
 - tuimelaars;
 - wasmasjiene;
 - (b) In die kleurafdeling—
 - alle masjiene, uitgesonderd persmasjiene;
- en van wie vereis mag word om—
- (i) sy masjiene of masjiene te olie en te smeer, dryfbande te herstel en kleiner verstellings aan te bring;
 - (ii) die lengte en massa van behandelde artikels vas te stel en aan te teken;
 - (iii) kleurstowwe of ander chemikalieë of bestanddele se massa te bepaal of af te meet;
 - (iv) artikels vir behandeling te klassifiseer; (46)
- (38) "massasorteerder" (werknemer graad II) 'n werknemer wat behandelde en afgewerkte artikels sorteer volgens die kodemerk van die depot, agent of werwer, maar nie volgens die uitkenningmerk van die klant nie; (4)
- (39) "medium motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa meer as 3 500 kg maar hoogstens 9 000 kg is; (48)
- (31) "finishing hand—laundry or dyeing" (Grade II employee) means an employee, other than a calender machine operator, who irons, presses or steams articles to shape after processing and who may carry out minor adjustments to the machine which he operates; (2)
- (32) "first examiner" (Grade II employee) means an employee who examines articles for marks or stains either before or after the cleaning process and who may remove marks or stains with a dry brush or with brush and water; (15)
- (33) "foreman" means an employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (62)
- (34) "general worker" means an employee who is engaged in any one or more of the following duties:
- (a) Assisting on delivery vehicles;
 - (b) assisting a machine operator by feeding articles into or taking them from a machine;
 - (c) attaching labels by hand;
 - (d) brushing articles with a dry brush prior to the cleaning process;
 - (e) carrying, lifting, stacking, loading or unloading, other than by power-driven device;
 - (f) cleaning or polishing premises or vehicles, furniture, utensils, machinery or implements;
 - (g) gardening work;
 - (h) making tea or similar beverages or serving tea or similar beverages to employees or his employer or his employer's guests;
 - (i) mass measuring or measuring to a set scale or counting consumable supplies or spares;
 - (j) opening or closing bags, bales, boxes or other containers;
 - (k) operating a non-power-driven hoist;
 - (l) operating a vacuum cleaner or a carpet beater;
 - (m) pushing or pulling a vehicle, other than by power-driven device;
 - (n) removing refuse or ashes;
 - (o) shaking out articles;
 - (p) shovelling or carting coal;
 - (q) sorting articles into categories but not according to code marks, invoices or identification marks;
 - (r) stirring a dye solution during the process of dyeing;
 - (s) turning pockets out;
 - (t) wrapping articles other than the duties of a packer prescribed in subclause (55); (3)
- (35) "Grade I employee" means an employee who is engaged in one or more of the following capacities:
- (a) Final examiner;
 - (b) finishing hand-dry cleaning;
 - (c) machine operator;
 - (d) marker;
 - (e) mender;
 - (f) packer;
 - (g) sorter;
 - (h) spotter;
 - (i) water brusher; (67)
- (36) "Grade II employee" means an employee who is engaged in one or more of the following capacities:
- (a) Artisan's assistant;
 - (b) bulk sorter;
 - (c) calender machine or mangle operator;
 - (d) checker's assistant;
 - (e) collector;
 - (f) finishing hand—laundry or dyeing;
 - (g) first examiner;
 - (h) messenger;
 - (i) plain sewer;
 - (j) wet cleaner; (68)

- (40) "merker" (werknemer graad I) 'n werknemer wat een of meer van die volgende werksaamhede verrig:
- Artikels ondersoek en die toestand daarvan op die bedryfsinrigting se faktuur of die klant se lys aanteken, en wat artikels vir behandeling mag klassifiseer en artikels by die grootmaat mag tel en die groototaal daarvan mag aanteken;
 - klante se uitkenningmerke of op die materiaal self of op bandjies of lussies bedoel vir aanhegting aan die artikel, met die hand of met 'n masjien aanbring;
 - sodanige uitkenningmerke op die bedryfsinrigting se faktuur of die klant se lys aanteken of dit daarmee vergelyk; (47)
- (41) "militêre diens" 'n tydperk van diens of opleiding kragtens die Verdedigingswet, 1957 (Wet 44 van 1957); (51)
- (42) "motorvoertuig" 'n selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm³ wat gebruik word vir die vervoer van goedere, uitgesonderd 'n reisende verteenwoordiger se monsters, en omvat dit 'n voorspanmotor, 'n motorfiets of 'n motordriewiel; (52)
- (43) "nasiener" 'n werknemer wat artikels voor of na die skoonmaakproses vergelyk met die klante se lys of die bedryfsinrigting se fakture en wat—
- fakture onder toesig van 'n gekwalifiseerde faktuurklerk mag invul en pryse opteken;
 - afskrifte van die klant se lys of die bedryfsinrigting se fakture maak;
 - versendingslyste mag opstel;
 - die massa en hoeveelheid van behandelde artikels mag vasstel en opteken; (12)
- (44) "nasiener se assistent" (werknemer graad II) 'n werknemer wat pakkies of bondels ingekome artikels oopmaak en die stukke vir die nasiener uittel of afroep; (13)
- (45) "natskoonmaker" (werknemer graad II) 'n werknemer wat artikels met water en seep, 'n seepoeier of seepoplossing deur die gebruik van 'n borsel, lap of spons afwas; (72)
- (46) "noodwerk"—
- enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, sabotasie, Nywerheidsnors, diefstal of 'n onklaarraking van installasie of masjinerie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, sonder versuim gedoen moet word en omvat dit werk wat vir skepe gedoen moet word,
 - enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie; (25)
- (47) "onderbaas" 'n werknemer wat onder toesig van 'n voorman, toesighouer of kleurder aan die hoof staan van 'n groep werknemers graad I, graad II of 'n groep algemene werkers of enige kombinasie van hierdie klasse werknemers; (11)
- (48) "ondervinding", met betrekking tot—
- 'n klerk, 'n fabrieksklerk of 'n faktuurklerk, die totale tydperk of tydperke wat 'n werknemer as onderskeidelik 'n klerk, 'n fabrieksklerk of 'n faktuurklerk in enige bedryf of in die diens van 'n plaaslike owerheid of die Staat werksaam was;
 - alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Wasery-, Droogskoonmaak- en Kleurbedryf werksaam was; (26)
- (49) "openbare vakansiedag", met betrekking tot—
- 'n werknemer werksaam in of in verband met 'n depot—
 - 'n dag geag 'n openbare feesdag ingevolge artikel 1 van die Wet op Openbare Feesdae, 1952 (Wet 5 van 1952), of 'n dag as sodanig kragtens artikel 2 van genoemde wet verklaar;
 - die Maandag onmiddellik volgende op 'n dag in paragraaf (i) vermeld indien sodanige dag op 'n Sondag val;
 - enige ander werknemer—
 - Nuwejaardag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag of Kersdag;
 - die Maandag onmiddellik volgende op Nuwejaarsdag, Republiekdag, Geloftedag of Kersdag wanneer enige van hierdie dae op 'n Sondag val; (59)
- (37) "gross combination mass" in relation to a motor vehicle means the maximum mass of the combination of vehicles, including that of the drawing motor vehicle and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (7)
- (38) "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; (8)
- (39) "handyman" means an employee who makes minor repairs or adjustments to machinery or equipment and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan; (18)
- (40) "heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 9 000 kg but not 16 000 kg; (58)
- (41) "invisible mender" means an employee who darns or mends articles by applying methods designed to restore or retain the original fabric and colour pattern; (21)
- (42) "invoice clerk" means an employee, other than a canvasser, checker or depot assistant, who enters or prices articles on invoices; (19)
- (43) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (34)
- (44) "law" includes the common law; (73)
- (45) "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, or in any other parliamentary legislation; (53)
- (46) "machine operator" (Grade I employee) means an employee who operates, attends, starts or stops one or more of the following machines, including any machine which combines the functions of two or more of such machines:
- In the laundry and dry-cleaning sections—
 - carpet shampooing machines;
 - extractors;
 - tumblers;
 - washers;
 - In the dyeing section—
 - all machines other than pressing machines;
- and who may be required—
- to oil and grease his machine or machines, to repair belts and carry out minor adjustments;
 - to determine and record the length and mass of processed articles;
 - to mass measure or measure out dye-stuffs or other chemicals or ingredients;
 - to classify articles for processing; (37)
- (47) "marker" (Grade I employee) means an employee who is engaged in one or more of the following duties:
- Marking articles by hand or machine with customer's identification marks either on the material itself or on tapes or tabs for attachment to the articles;
 - entering such marking on or verifying them with the establishment's invoice or the customer's list;
 - examining the articles and recording the conditions thereof on the establishment's invoice or the customer's list, and who may classify articles for processing and count articles in bulk and record the total thereof; (40)
- (48) "medium motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 3 500 kg but not 9 000 kg; (39)
- (49) "mender" (Grade I employee) means an employee, other than an invisible mender, who is engaged in altering or mending woven or knitted articles; (25)

- (50) "opsigter graad I van 'n bedryfsinrigting met munt- of skyfie-outomate" 'n werknemer wat as opsigter diens doen in 'n bedryfsinrigting met munt- of skyfieoutomate en wat een of meer van die volgende werksaamhede verrig:
- (a) Register byhou in verband met die bedryfsinrigting;
 - (b) geld of skyfies verwyder uit slotte van munt- of skyfie-outomate en daarvan rekenskap gee;
 - (c) toesig hou oor een of meer algemene werkers;
- en dat van hierdie klas werknemer vereis is dat hy toegelaat kan word om ook enige werksaamheid wat vir 'n "opsigter graad II van 'n bedryfsinrigting met munt- of skyfie outomate" voorgeskryf is, te verrig; (16)
- (51) "opsigter graad II van 'n bedryfsinrigting met munt- of skyfie-outomate" 'n werknemer wat as opsigter diens doen in 'n bedryfsinrigting met munt- of skyfie-outomate en wat een of meer van die volgende werksaamhede verrig:
- (a) Die bedryfsinrigting en/of masjiene skoonmaak;
 - (b) persone bedien of bystaan wat gebruik maak van een of meer van die fasiliteite wat in 'n bedryfsinrigting met munt- of skyfie-outomate beskikbaar gestel word;
 - (c) geld ontvang en kleingeld of skyfies uitreik; (17)
- (52) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer in 'n week of op 'n dag werk, wat langer is as sy weeklikse of daaglikse gewone werkure, na gelang van die geval, maar dit omvat nie 'n tydperk waarin 'n werknemer op 'n Sondag of 'n openbare vakansiedag, soos omskryf in subklousule (59), werk nie; (54)
- (53) "plaaslike owerheid" 'n munisipale raad, stadsraad, afdelingsraad, dorpsbestuursraad, afdelingsraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Wet op Provinsiale Bestuur, 1961, of in enige ander parlementêre wetgewing; (45)
- (54) "sekuriteitswag" 'n werknemer wat een of meer van die volgende werksaamhede verrig:
- (a) Goedere, voertuie of persone deursoek;
 - (b) oor wagte toesig hou of hulle beheer;
 - (c) die gang van persone of voertuie deur kontrolepunte of hekke kontroleer of daarvoor verslag doen;
- en van wie ook vereis kan word om enige van of al die pligte wat vir 'n wag voorgeskryf is, uit te voer; (61)
- (55) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie en wat ontwerp of ingerig is om deur 'n motorvoertuig getrek te word; (67)
- (56) "sorteerder" (werknemer graad I) 'n werknemer wat artikels ooreenkomstig uitkenningmerke, klante se lysste of die bedryfsinrigting se fakture sorteer of byeenbring en sodanige merke, lysste of fakture mag kontroleer en fakture sorteer; (64)
- (57) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (57)
- (58) "swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa meer as 9 000 kg maar hoogstens 16 000 kg is; (40)
- (59) "toesighouer" 'n werknemer wat in die droogskoonmaakafdeling van 'n bedryfsinrigting—
- (a) beheer of toesig hou oor die werk van die werknemers wat in die droogskoonmaak- of natskoonmaakproses werksaam is;
 - (b) self werksaam mag wees in die werk waaroor hy toesig en beheer het;
 - (c) standaardoplossings mag aanmaak of vlekuithaalmiddels mag uitreik;
 - (d) verantwoordelik is vir die behandeling wat toegepas word om kolle of vlekke te verwyder; (66)
- (60) "verpakker" (werknemer graad I) 'n werknemer wat artikels, met die oog op versending, byeenbring, toedraai en in pakke opmaak; (55)
- (61) "vlekuihtaler" (werknemer graad I) 'n werknemer wat kolle of vlekke van artikels verwyder deur middel van standaardoplossings, uitgesonderd seep, seepoplossing of seepoeier, maar wat ook die pligte van 'n "waterborselaar" mag nakom en sy uitrusting mag gebruik; (65)
- (62) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (33)
- (50) "messenger" (Grade II employee) means an employee who is engaged in collecting, sorting, distributing or delivering letters, messages or parcels on foot or by means of a bicycle, tricycle or manually propelled vehicle or by means of a two- or three-wheeled motorcycle or motor scooter with an engine capacity of not more than 100 cm³, folding documents or inserting them into envelopes, sealing envelopes, rubber stamping, mailing correspondence or parcels; (9)
- (51) "military service" means any service or training in terms of the Defence Act, 1957 (Act 44 of 1957); (41)
- (52) "motor vehicle" means a self-propelled vehicle with an engine capacity exceeding 100 cm³, used for conveying goods and includes a truck-tractor, a motor tricycle; (42)
- (53) "ordinary hours of work" means hours of work prescribed in clause 5 (1) or if by agreement between an employer and his employee the latter works a lesser number of ordinary hours, such shorter hours; (24)
- (54) "overtime" means that portion of any period worked by an employee in any week or on any day which is longer than his weekly or daily ordinary hours of work, as the case may be, but does not include any period during which an employee works for his employer on a public holiday as defined in subclause 59 or on a Sunday; (52)
- (55) "packer" (Grade I employee) means an employee who assembles, wraps or parcels articles for dispatch; (60)
- (56) "part-time employee" means an employee who is employed by the week or month for not more than 24 ordinary hours of work per week and for whom wages are prescribed in clause 3 (1) (c); (11)
- (57) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (57)
- (58) "plain sewer" (Grade II employee) means an employee, other than a mender, who is engaged in one or more of the following duties:
- (a) Attaching hat bands and linings, belts, buckles, buttons or other fasteners;
 - (b) darning hosiery;
 - (c) sewing lengths of material together in preparation for the dyeing process;
 - (d) tacking trouser turn-ups; (23)
- (59) "public holiday" means in relation to—
- (a) an employee employed in or in connection with a depot—
 - (i) a day which is public holiday in terms of section 1 of the Public Holidays, Act, 1952 (Act 5 of 1952), or a day declared as such under section 2 of that act;
 - (ii) the Monday immediately following a day referred to in subparagraph (i) whenever such a day falls on a Sunday;
 - (b) any other employee—
 - (i) New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Vow or Christmas Day;
 - (ii) the Monday immediately following New Year's Day, Republic Day, the Day of the Vow or Christmas Day whenever any of these days fall on a Sunday; (49)
- (60) "qualified", with regard to an employee, means that the experience of an employee in his class entitles him to the highest wage rate prescribed for that class conversely "unqualified" means that his experience in his class does not entitle him to such highest rate; (22)
- (61) "security guard" means an employee who is engaged in any one or more of the following duties:
- (a) Searching goods, vehicles or persons;
 - (b) supervising or controlling watchmen;
 - (c) controlling or reporting on the movement of persons of vehicles through check points or gates
- an who may be required to perform any or all of the duties prescribed for a watchman; (54)
- (62) "semi-trailer" means a trailer without a front axle and designed or adapted to rest on and be drawn by a truck-tractor; (33)

- (63) "voorspanmotor" 'n motorvoertuig ontwerp of ingerig om ander voertuie mee te trek en om nie 'n ander vrag as dié wat in die vorm van 'n leunwa of ballas daarop rus, te dra nie; (68)
- (64) "wag" 'n werknemer, uitgesonderd 'n sekuriteitswag, wat enigeen of meer van die volgende pligte uitvoer:
- (a) Persele, geboue, strukture of ander vaste of roerende eiendom bewaak, beskerm of patroleer;
 - (b) honde hanteer of beheer in die uitvoering van een of al die pligte in (a) bedoel; (70)
- (65) "waterborselaar" (werknemer graad I) 'n werknemer wat met seep, 'n seepoplossing of seepoeier deur die gebruik van 'n borsel, sproeier, lap, spons of stoomspuit kolle of vlekke van artikels verwyder; (71)
- (66) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van sodanige werknemer gewoonlik val; (73)
- (67) "werknemer graad I" 'n werknemer wat in een of meer van die volgende hoedanighede diens doen:
- (a) Afwerker in die droogskoonmaakafdeling;
 - (b) finale ondersoeker;
 - (c) heelmaker;
 - (d) masjienbediener;
 - (e) merker;
 - (f) sorteerder;
 - (g) verpakker;
 - (h) vlekuihtaler;
 - (i) waterborselaar; (35)
- (68) "werknemer graad II" 'n werknemer wat in een of meer van die volgende hoedanighede diens doen:
- (a) Afwerker in die wassery- of kleurafdeling;
 - (b) ambagsman se assistent;
 - (c) bode;
 - (d) eerste ondersoeker;
 - (e) gewone naaldwerker;
 - (f) kalandermasjien- of mangelbediener;
 - (g) kollekteerder;
 - (h) massasorteerder;
 - (i) nasiener se assistent;
 - (j) natskoonmaker; (36)
- (69) "werwer" 'n werknemer wat bestellings vir die was, stryk, droogskoonmaak of kleur van goedere soek, aanvra of werf en goedere wat gewas, gestryk, droogskoongemaak of gekleur moet word, mag insamel, die prys kwoteer of fakture uitreik, goedere aan klante mag aflewer, betaling ontvang en kwitansies daarvoor gee; (6)
- (70) "werwer graad A" 'n werwer wat 'n motorvoertuig met 'n onbelaste massa van meer as 3 500 kg gebruik om sy werk te verrig; (7)
- (71) "werwer graad B" 'n werwer wat 'n motorvoertuig met 'n onbelaste massa van hoogstens 3 500 kg gebruik om sy werk te verrig; (8)
- (72) "werwer graad C" 'n werwer wat enige ander vervoermiddel gebruik om sy werk te verrig; (9)
- (73) "Wet" ook die gemeenereg. (44)
- (63) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (32)
- (64) "sorter" (Grade I employee) means an employee who sorts or assembles articles according to identification marks, customers' lists or the establishment's invoices and who may check such marks, lists or invoices, and sorts invoices; (56)
- (65) "spotter" (Grade I employee) means an employee who removes spots or stains from articles by means of stock solutions other than soap, soap solution or soap powder but who may also perform the duties and use the equipment of a "water brusher"; (61)
- (66) "supervisor" means an employee who, in the dry cleaning section of an establishment—
- (a) controls or supervises the work of employees engaged in the dry or wet cleaning process;
 - (b) is responsible for treatment to be applied in removing spots or stains;
 - (c) may compound stock solutions or issue spot removers;
 - (d) may himself be engaged in the work which he controls or supervises; (59)
- (67) "trailer" means a vehicle which is not self-propelled but designed or adapted to be drawn by a motor vehicle; (55)
- (68) "truck-tractor" means a motor vehicle designed or adapted to draw other vehicles and not to carry any load other than that imposed by a semi-trailer or ballast; (63)
- (69) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work: 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 proviso shall not be so construed as the refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received if he had not been employed on such a basis; and "daily wage" or "weekly wage" has a corresponding meaning; (35)
- (70) "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 fixed or movable property;
 - (b) handling or controlling dogs in the performance of any or all of the duties referred to in (a); (64)
- (71) "water brusher" (Grade I employee) means an employee who is engaged in removing spots or stains from articles by means of soap, soap solution or soap powder by the use of a brush, spray, cloth, sponge or steam gun; (65)
- (72) "wet cleaner" (Grade II employee) means an employee who is engaged in washing articles by means of water and soap, a soap powder or soap solution, using a brush, cloth or sponge; (45)
- (73) "week" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls. (66)

3. BESOLDIGING

(1) *Minimum lone.*—(a) Die minimum lone wat 'n werkgewer aan sy werknemers moet betaal, is soos in paragrawe (b), (c) en (d) bepaal: Met dien verstande dat indien die werkgewer in die Bedryf in 'n gebied waarin hierdie vasstelling van toepassing is vir 'n tydperk van langer as 12 maande maar minder as 24 maande altesaam betrokke is, sodanige loon met hoogstens 10 persent verminder mag word totdat hy aldus vir 'n tydperk van 24 maande altesaam betrokke is, waarna die minimum lone wat hieronder bepaal word, betaalbaar word en betaal moet word.

3. REMUNERATION

(1) *Minimum wages.*—(a) The minimum wages an employer shall pay to his employees shall be as specified in paragraphs (b), (c) and (d): Provided that if the employer has been engaged in this trade in an area covered by this determination for a period of more than 12 months but less than 24 in the aggregate, such wage may be reduced by not more than 10 per cent until he has been engaged for a period of 24 months in the aggregate, whereupon the minimum wage specified hereunder shall become payable and be paid.

(b) Behoudens paragraaf (a) moet 'n werkgewer aan elke lid van ondergenoemde klasse werknemers in sy diens, *uitgesonderd deeltydse werknemers en los werknemers*, die minimum loon hieronder uiteengesit, betaal:

	In die landdrostdistrikte Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom, Chatsworth, Durban, Inanda en Pinetown (uitgesonderd die gedeeltes van laasgenoemde drie distrikte wat binne 'n straal van 24,14 km vanaf die Hoofposkantoor, Durban, val)		In die landdrostdistrikte Bloemfontein, Kimberley, Klerksdorp, Odendaalsrus, Pietermaritzburg, Potchefstroom, Virginia en Welkom en die munisipale gebiede van Beacon Bay, Oos-Londen en Witbank		In die landdrostdistrikte Port Shepstone en Worcester en die munisipale gebiede van Bethlehem, Empanjeni, Harrismith, Kroonstad, Ladysmith, Middelburg (Tvl), Newcastle, Pietersburg, Richardsbaai en Rustenburg	
	Gedurende die eerste 12 maande nadat die Vasstelling bindend word	Daarna	Gedurende die eerste 12 maande nadat die Vasstelling bindend word	Daarna	Gedurende die eerste 12 maande nadat die Vasstelling bindend word	Daarna
	R per week	R per week	R per week	R per week	R per week	R per week
Algemene werker—						
gedurende die eerste ses maande diens by dieselfde werkgewer.....	50,00	54,50	45,00	50,00	40,50	44,50
daarna.....	55,00	60,50	50,00	55,00	45,00	49,50
Ambagsman	139,00	164,50	145,00	150,00	130,50	135,00
Depotassistent—						
gedurende die eerste ses maande ondervinding	66,00	71,50	60,00	65,00	54,00	58,50
gedurende die tweede ses maande ondervinding.....	72,50	78,00	65,00	70,00	58,50	63,00
daarna.....	77,00	82,50	70,00	75,00	63,00	67,50
Drywer van 'n—						
ligte motorvoertuig	67,00	72,50	61,00	66,00	55,00	59,50
medium motorvoertuig	78,00	83,50	71,00	76,00	64,00	68,50
swaar motorvoertuig.....	88,00	93,50	80,00	85,00	72,00	76,50
ekstra swaar motorvoertuig	98,00	103,50	89,00	94,00	80,00	84,50
Fabrieksklerk—						
gedurende die eerste ses maande ondervinding	62,00	67,50	56,50	61,50	50,50	55,00
gedurende die tweede ses maande ondervinding.....	67,50	73,00	61,50	66,50	55,00	59,50
daarna.....	73,00	78,50	66,50	71,50	59,50	64,00
Faktotum	90,00	95,00	82,00	87,00	74,00	78,50
Faktuurklerk—						
gedurende die eerste ses maande ondervinding	70,50	76,00	64,00	69,00	57,50	62,00
gedurende die tweede ses maande ondervinding.....	80,00	85,50	72,50	77,50	65,00	69,50
daarna.....	89,50	95,00	81,00	86,00	73,00	77,50
Fynstopper—						
gedurende die eerste ses maande ondervinding	64,00	69,50	58,00	63,00	52,00	56,50
gedurende die tweede ses maande ondervinding.....	70,50	76,00	64,00	69,00	57,50	62,00
daarna.....	77,00	82,50	70,00	75,00	63,00	67,50
Ketelbediener.....	62,00	67,50	56,50	61,50	50,50	55,00

	In die landdrosdistrikte Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom, Chatsworth, Durban, Inanda en Pinetown (uitgesonderd die gedeeltes van laasgenoemde drie distrikte wat binne 'n straal van 24,14 km vanaf die Hoofposkantoor, Durban, val)		In die landdrosdistrikte Bloemfontein, Kimberley, Klerksdorp, Odendaalsrus, Pietermaritzburg, Potchefstroom, Virginia en Welkom en die munisipale gebiede van Beacon Bay, Oos-Londen en Witbank		In die landdrosdistrikte Port Shepstone en Worcester en die munisipale gebiede van Bethlehem, Empanjeni, Harrismith, Kroonstad, Ladysmith, Middelburg (Tvl), Newcastle, Pietersburg, Richardsbaai en Rustenburg	
	Gedurende die eerste 12 maande nadat die Vastelling bindend word	Daarna	Gedurende die eerste 12 maande nadat die Vastelling bindend word	Daarna	Gedurende die eerste 12 maande nadat die Vastelling bindend word	Daarna
	R per week	R per week	R per week	R per week	R per week	R per week
Klerk—						
gedurende die eerste jaar ondervinding	72,50	78,00	66,00	71,00	59,50	64,00
gedurende die tweede jaar ondervinding	88,50	94,00	80,50	85,50	72,50	77,00
gedurende die derde jaar ondervinding	104,00	109,50	94,50	99,50	85,00	89,50
daarna	120,00	125,50	109,00	114,00	98,00	102,50
Kleurder	159,00	164,50	145,00	150,00	130,50	135,00
Nasiener—						
gedurende die eerste ses maande ondervinding	62,00	67,50	56,50	61,50	50,50	55,00
gedurende die tweede ses maande ondervinding	65,00	70,50	59,00	64,00	53,00	57,50
daarna	68,00	73,50	62,00	67,00	56,00	60,50
Onderbaas— R3 per week meer as die loon in hierdie vasstelling voorgeskryf vir die hoogste betaalde klas werknemer onder sy toesig.						
Opsigter graad I van 'n bedryfsinrigting met munt- of skyfie-automate—						
gedurende die eerste ses maande ondervinding	64,00	69,50	58,00	63,00	52,00	56,50
gedurende die tweede ses maande ondervinding	70,50	76,00	64,00	69,00	57,50	62,00
daarna	77,00	82,50	70,00	75,00	63,00	67,50
Opsigter graad II van 'n bedryfsinrigting met munt- of skyfie-automate—						
gedurende die eerste ses maande ondervinding	62,00	67,50	56,50	61,50	50,50	55,00
daarna	64,50	70,00	59,00	64,00	53,00	57,50
Sekuriteitswag	75,00	80,50	69,00	74,00	62,00	66,50
Toesighouer—						
gedurende die eerste jaar ondervinding	77,00	87,50	70,00	75,00	63,00	67,50
gedurende die tweede jaar ondervinding	93,00	98,50	84,50	89,50	76,00	80,50
gedurende die derde jaar ondervinding	109,50	115,00	99,50	104,50	89,50	94,00
daarna	125,50	131,00	114,00	119,00	102,50	107,00
Voorman	165,00	170,50	150,00	155,00	135,00	139,50
Wag	62,00	67,50	56,50	61,50	50,50	55,00
Werknemer graad I—						
gedurende die eerste ses maande ondervinding	59,50	65,00	54,00	59,00	48,50	53,00
daarna	62,00	67,50	56,50	61,50	50,50	55,00
Werknemer graad II	59,50	65,00	54,00	59,00	48,50	53,00
Werwer, graad A	92,00	97,50	83,50	88,50	75,50	80,00
Werwer, graad B	72,50	78,00	66,00	71,00	59,50	64,00
Werwer, graad C	62,00	67,50	56,50	61,50	50,50	55,00
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie.						

(c) *Deeltydse werknemers*.—Behoudens paragraaf (a) moet 'n werkgever sy deeltydse werknemers die minimumloon hieronder uiteengesit, betaal:

	In die landdrostdistrikte Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom, Chatsworth, Durban, Inanda en Pinetown (uitgesonderd die gedeeltes van laasgenoemde drie distrikte wat binne 'n straal van 24,14 km vanaf die Hoofposkantoor, Durban, val)		In die landdrostdistrikte Bloemfontein, Kimberley, Klerksdorp, Odendaalsrus, Pietermaritzburg, Potchefstroom, Virginia en Welkom en die munisipale gebiede van Beacon Bay, Oos-Londen en Witbank		In die landdrostdistrikte Port Shepstone en Worcester en die munisipale gebiede van Bethlehem, Empanjeni, Harrismith, Kroonstad, Ladysmith, Middelburg (Tvl), Newcastle, Pietersburg, Richardsbaai en Rustenburg	
	Gedurende die eerste 12 maande nadat die Vastelling bindend word	Daarna	Gedurende die eerste 12 maande nadat die Vastelling bindend word	Daarna	Gedurende die eerste 12 maande nadat die Vastelling bindend word	Daarna
	R per week	R per week	R per week	R per week	R per week	R per week
Algemene werker	35,50	39,50	32,50	35,50	29,00	32,00
Depotassistent	58,50	62,50	53,00	57,00	48,00	51,50
Faktuurklerk	58,00	61,50	52,50	56,00	47,50	50,50
Nasiener	44,00	47,50	40,00	43,50	36,50	39,00
Werknemer graad I	40,00	44,00	36,50	40,00	33,00	35,50
Werknemer graad II	38,50	42,00	35,00	38,50	31,50	35,50

(b) An employer shall subject to paragraph (a), pay to each member of the undermentioned classes of his employees, *other than part-time employees and casual employees*, the minimum wages specified hereunder:

	In the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom, Chatsworth, Durban, Inanda and Pinetown (excluding those portions of the last-mentioned four districts that fall within a radius of 24,14 km from the General Post Office, Durban)		In the Magisterial Districts of Bloemfontein, Kimberley, Klerksdorp, Odendaalsrus, Pietermaritzburg, Potchefstroom, Virginia and Welkom and the municipal areas of Beacon Bay, East London and Witbank		In the Magisterial Districts of Port Shepstone and Worcester and the municipal areas of Bethlehem, Empangeni, Harrismith, Kroonstad, Ladysmith, Middelburg (Tvl), Newcastle, Pietersburg, Richards Bay and Rustenburg	
	During the first 12 months after the Determination becomes binding	Thereafter	During the first 12 months after the Determination becomes binding	Thereafter	During the first 12 months after the Determination becomes binding	Thereafter
	R per week	R per week	R per week	R per week	R per week	R per week
Artisan.....	159,00	164,50	145,00	150,00	130,50	135,00
Boiler attendant	62,00	67,50	56,50	61,50	50,50	55,00
Canvasser, Grade A	92,00	97,50	83,50	88,50	75,50	80,00
Canvasser, Grade B.....	72,50	78,00	66,00	71,00	59,50	64,00
Canvasser, Grade C.....	62,00	67,50	56,50	61,50	50,50	55,00
Chargehand—R3 per week more than the wage prescribed in this determination for the highest paid class of employee under his supervision.						
Checker—						
during the first six months of experience	62,00	67,50	56,50	61,50	50,50	55,00
during the second six months of experience	65,00	70,50	59,00	64,00	53,00	57,50
thereafter	68,00	73,50	62,00	67,00	56,00	60,50
Clerk						
during the first year of experience	72,50	78,00	66,00	71,00	59,50	64,00
during the second year of experience	88,50	94,00	80,50	85,50	72,50	77,00
during the third year of experience	104,00	109,50	94,50	99,50	85,00	89,50
thereafter	120,00	125,50	109,00	114,00	98,00	102,50
Coin or slug-operated establishment attendant, Grade I—						
during the first six months of experience	64,00	69,50	58,00	63,00	52,00	56,50
during the second six months of experience	70,50	76,00	64,00	69,00	57,50	62,00
thereafter	77,00	82,50	70,00	75,00	63,00	67,50
Coin or slug-operated establishment attendant, Grade II—						
during the first six months of experience	62,00	67,50	56,50	61,50	50,50	55,00
thereafter	64,50	70,00	59,00	64,00	53,00	57,50
Depot assistant—						
during the first six months of experience	66,00	71,50	60,00	65,00	54,00	58,50
during the second six months of experience	72,50	78,00	65,00	70,00	58,50	63,00
thereafter	77,00	82,50	70,00	75,00	63,00	67,50

	In the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom, Chatsworth, Durban, Inanda and Pinetown (excluding those portions of the last-mentioned four districts that fall within a radius of 24,14 km from the General Post Office, Durban)		In the Magisterial Districts of Bloemfontein, Kimberley, Klerksdorp, Odendaalsrus, Pietermaritzburg, Potchefstroom, Virginia and Welkom and the municipal areas of Beacon Bay, East London and Witbank		In the Magisterial Districts of Port Shepstone and Worcester and the municipal areas of Bethlehem, Empangeni, Harrismith, Kroonstad, Ladysmith, Middelburg (Tvl), Newcastle, Pietersburg, Richards Bay and Rustenburg	
	During the first 12 months after the Determination becomes binding	Thereafter	During the first 12 months after the Determination becomes binding	Thereafter	During the first 12 months after the Determination becomes binding	Thereafter
	R per week	R per week	R per week	R per week	R per week	R per week
Driver of—						
a light motor vehicle	67,00	72,50	61,00	66,00	55,00	59,50
a medium motor vehicle	78,00	83,50	71,00	76,00	64,00	68,50
a heavy motor vehicle	88,00	93,50	80,00	85,00	72,00	76,50
an extra heavy motor vehicle	98,00	103,50	89,00	94,00	80,00	84,50
Dyer	159,00	164,50	145,00	150,00	130,50	135,00
Factory clerk—						
during the first six months of experience	62,00	67,50	56,50	61,50	50,50	55,00
during the second six months of experience	67,50	73,00	61,50	66,50	55,00	59,50
thereafter	73,00	78,50	66,50	71,50	59,50	64,00
Foreman	165,00	170,50	150,00	155,00	135,00	139,50
General worker—						
during the first six months of his employment with the same employer	50,00	54,50	45,00	50,00	40,50	44,50
thereafter	55,00	60,50	50,00	55,00	45,00	49,50
Grade I employee—						
during the first six months of experience	59,50	65,00	54,00	59,00	48,50	53,00
thereafter	62,00	67,50	56,50	61,50	50,50	55,00
Grade II employee	59,50	65,00	54,00	59,00	48,50	53,00
Handyman	90,00	95,50	82,00	87,00	74,00	78,50
Invisible mender—						
during the first six months of experience	64,00	69,50	58,00	63,00	52,00	56,50
during the second six months of experience	70,50	76,00	64,00	69,00	57,50	62,00
thereafter	77,00	82,50	70,00	75,00	63,00	67,50
Invoice clerk—						
during the first six months of experience	70,50	76,00	64,00	69,00	57,50	62,00
during the second six months of experience	80,00	85,50	72,50	77,50	65,00	69,50
thereafter	89,50	95,00	81,00	86,00	73,00	77,50
Security guard	75,00	80,50	69,00	74,00	62,00	66,50
Supervisor—						
during the first year of experience	77,00	82,50	70,00	75,00	63,00	67,50
during the second year of experience	93,00	98,50	84,50	89,50	76,00	80,50
during the third year of experience	109,50	115,00	99,50	104,50	89,50	94,00
thereafter	125,50	131,00	114,00	119,00	102,50	107,00
Watchman	62,00	67,50	56,50	61,50	50,50	55,00
Employee not specifically mentioned elsewhere in this subclause	62,00	67,50	56,50	61,50	50,50	55,00

(c) *Part-time employees.*—An employer shall subject to paragraph (a), pay to his part-time employees the minimum wages specified hereunder:

	In the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom, Chatsworth, Durban, Inanda and Pinetown (excluding those portions of the last-mentioned four districts that fall within a radius of 24,14 km from the General Post Office, Durban)		In the Magisterial Districts of Bloemfontein, Kimberley, Klerksdorp, Odendaalsrus, Pietermaritzburg, Potchefstroom, Virginia and Welkom and the municipal areas of Beacon Bay, East London and Witbank		In the Magisterial Districts of Port Shepstone and Worcester and the municipal areas of Bethlehem, Empangeni, Harrismith, Kroonstad, Ladysmith, Middelburg (Tvl), Newcastle, Pietersburg, Richards Bay and Rustenburg	
	During the first 12 months after the Determination becomes binding	Thereafter	During the first 12 months after the Determination becomes binding	Thereafter	During the first 12 months after the Determination becomes binding	Thereafter
	R per week	R per week	R per week	R per week	R per week	R per week
Checker.....	44,00	47,50	40,00	43,50	36,50	39,00
Depot assistant	58,50	62,50	53,00	57,00	48,00	51,50
General worker.....	35,50	39,50	32,50	35,50	29,00	32,00
Grade I employee	40,00	44,00	36,50	40,00	33,00	35,50
Grade II employee	38,50	42,00	35,00	38,50	31,50	35,50
Invoice clerk.....	58,00	61,50	52,50	56,00	47,50	50,50

(d) *Los werknemers*.—behoudens paragraaf (a), moet 'n werkgever aan sy los werknemer vir elke dag of gedeelte van 'n dag diens, uitgesonderd diens op 'n openbare vakansiedag, soos omskryf, of op 'n Sondag, minstens die dagloon voorgeskryf vir 'n werknemer in dieselfde gebied wat dieselfde klas werk verrig as dié wat van die los-werknemer vereis word betaal, of nie minder nie as die werklike dagloon wat aan sodanige werknemer betaal word, welke bedrag ook al die hoogste is, plus 15 persent: Met dien verstande dat—

(i) vir die toepassing van hierdie paragraaf die uitdrukking "sodanige werknemer" die werknemer van die betrokke klas aan wie die werkgever die laagste loon betaal, beteken;

(ii) waar die werkgever van die los werknemer vereis om—

(aa) die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "dagloon" die dagloon vir 'n gekwalifiseerde werknemer van daardie klas, soos bereken ingevolge subklousule (4) (c), beteken;

(ab) vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon waarna in hierdie paragraaf verwys word, met hoogstens 50 persent ten opsigte van sodanige 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 by subklousule (1), gelees met die omskrywing van 'loon' in klousule 2 en met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure wat kragtens klousule 5 op hom van toepassing is, gewerk het, of minder.

(3) *Differensiële loon*.—'n Werkgever 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 of—

(a) 'n hoër loon as dié van sy eie klas soos by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer minstens die dagloon bereken teen die hoër tarief, betaal;

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas soos by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer minstens die dagloon bereken op die kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het, betaal:

Met dien verstande dat—

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

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

(4) *Loonberekening*.—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur sy weeklikse gewone werkure soos omskryf.

(b) Behoudens subklousule (1) (d) (ii) (ab), is die uurloon van 'n los werknemer die loon wat aan hom vir daardie dag betaalbaar is, gedeel deur die getal gewone werkure deur hom op daardie dag gewerk.

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

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

(5) *Fietstoelae*.—'n Werkgever wat van 'n werknemer vereis of hom toelaat om by die uitvoering van sy pligte sy eie fiets te gebruik, moet hom, benewens enige ander besoldiging aan hom verskuldig, 'n toelae van minstens R2,50 per week of, as hy 'n los werknemer is, minstens 50 sent per dag betaal.

(d) *Casual employees*.—Subject to paragraph (a), an employer shall pay to his casual employee for each day or part of a day of employment, other than employment on a public holiday as defined in clause 2 or on a Sunday, not less than the daily wage prescribed for employee in the same area who performs the same class of work as the casual employee is required to do, or not less than the daily wage actually being paid to such an employee, whichever is the greater amount, plus 15 per cent: Provided that—

(i) for the purposes of this paragraph the expression "such an employee" shall mean the employee of that class to whom the employer is paying the lowest wage;

(ii) where the employer requires a casual employee—

(aa) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "daily wage" shall mean the daily wage for a qualified employee of that class as calculated in terms of subclauses (4) (c);

(ab) to work for a period of not more than four consecutive hours on any day, his wage as referred to in this paragraph may be reduced by not more than 50 per cent in respect of that day.

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

(a) a wage higher than that of his own class is prescribed in subclause (1), shall pay to such employee in respect of that day, not less than the daily wage calculated at the higher rate; 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 not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work;

Provided that—

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

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

(4) *Calculation of wages*.—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by his weekly ordinary hours of work as defined.

(b) Subject to subclause (1) (d) (ii) (ab) the hourly wage of a casual employee shall be the wage payable to him for that day divided by his ordinary hours of work for 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 on which he ordinarily works in a week.

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

(5) *Bicycle allowance*.—An employer who requires or permits an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any other remuneration due to him, an allowance of not less than R2,50 per week or if he is a casual employee, not less than 50 cents per day.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 6 (5) moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, tweewekliks of maandeliks in kontant betaal word of met die toestemming van die werknemer per tjek, gedurende sy gewone werkure, of binne 15 minute daarna op die gewone betaaldag van die bedrysinrigting vir sodanige werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëlde koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop gemeld word:

- (a) Die werkgever se naam;
- (b) die werknemer se naam of sy nommer op die betaalstaat en sy klas;
- (c) die tydperk waarvoor die betaling geskied;
- (d) die getal gewone werkure wat die werknemer gedurende daardie tydperk gewerk het;
- (e) die getal ure wat die werknemer gedurende daardie tyd oortyd gewerk het;
- (f) die getal ure wat die werknemer op 'n Sondag of 'n openbare vakansiedag soos omskryf, gewerk het;
- (g) die werknemer se loon;
- (h) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit ingevolge klousule 3 (5);
- (i) besonderhede van enige ander bedrag voortspruitende uit die werknemer se diens;
- (j) besonderhede van enige bedrag wat afgetrek is; en
- (k) 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 op die koevert of houer of staat opgeteken kan word en dat sodanige kode volledig uiteengesit en verduidelik moet word in 'n bygaande kennisgewing of 'n kennisgewing wat opgeplak gehou moet word op 'n opvallende plek in die bedryfsinrigting wat toeganklik is vir alle werknemers wat by die saak betrokke is;
- (ii) op die skriftelike versoek 'n werknemer, die bedrag aan hom verskuldig gestort kan word in sy bouvereniging- of bankrekening deur die werkgever wat die betrokke kwitansie, tesame met voor-noemde staat, aan hom moet oorhandig;
- (iii) die inligting met betrekking tot paragrawe (d), (e) en (f) nie verstrekkend hoeft te word nie aan 'n werknemer wat ingevolge klousule 5 (7) (a) van die werkure bepalings uitgesluit is.

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

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

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

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

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

- (a) Met die skriftelike toestemming van die werknemer, 'n bedrag vir 'n vakansie-, siektebystand-, mediese hulp-, versekerings-, spaar-, voorsorg- of pensioenfonds of vir ledigheid van 'n vakvereniging;
- (b) behoudens andersluidende bepalings in hierdie vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
- (c) enige bedrag wat 'n werkgever regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof moet of kan aftrek;

4. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees.*—Save as provided in clause 6 (5), 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;
- (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 public holiday as defined in clause 2 or on a Sunday;
- (g) the employee's wage;
- (h) details of the allowance paid in terms of clause 3 (5);
- (i) details of any other remuneration arising out of the employee's employment;
- (j) details of any deductions made; and
- (k) 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 any law no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that employee.

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

(5) *Accommodation, meals and rations.*—Subject to any law 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 at the instance 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) wanneer daar regtens van 'n werknemer vereis word of wanneer hy daartoe instem om huisvesting, etes of rantsoene, van sy werkgever aan te neem, 'n bedrag van hoogstens:

	Per week	Per maand
	R	R
(i) Huisvesting	1,50	6,50
(ii) Etes en/of rantsoene	3,00	13,00
(iii) Huisvesting, 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 (uitgesonder 'n los werknemer) se uurloon vir elke uur van sodanige vermindering: Met dien verstande dat—

- (i) sodanige aftrekking hoogstens een derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;
 - (ii) geen aftrekking ten opsigte van korttyd wat deur 'n slapte in die Nywerheid of 'n tekort aan grondstowwe of spoorweg-trokke ontstaan, geskied nie tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorname om die gewone werkure te verminder;
 - (iii) geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens gure weer of 'n onklaarraking van die installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;
- (f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever betaal het of onderneem het om te betaal aan—
- (i) enige bankinstelling, bouvereniging, versekeringsonderneming, geregistreerde finansiële instelling, plaaslike owerheid of die Staat ten opsigte van 'n lening aan sodanige werknemer toegestaan om 'n woning te bekom;
 - (ii) enige organisasie of liggaam ten opsigte van die huur van 'n woning of akkommodasie in 'n hostel deur sodanige werknemer geokkupeer as sodanige woning of hostel voorsien is deur bemiddeling van sodanige organisasie of liggaam geheel of gedeeltelik uit fondse voorgeskiet vir daardie doel deur die Staat of 'n liggaam bedoel in subparagraaf (i);
- (g) met die skriftelike toestemming van 'n werknemer, 'n aftrekking van enige bedrag wat die werkgever aan hom geleen of voorgeskiet het: Met dien verstande dat enige aftrekking vir die terugbetaling van enige sodanige lening of voorskot hoogstens een derde van die totale besoldiging is wat op die betrokke betaaldag aan die werknemer verskuldig is en met dien verstande voorts dat geen sodanige aftrekking gemaak mag word vir enige tydperk waartydens die werknemer se loon ingevolge paragraaf (e) verminder is nie.

5. GEWONE WERKURE, OORTYD- EN BETALING VIR OORTYDWERK

- (1) *Gewone werkure.*—'n Werkgever 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 gewoonlik werk op—
 - (i) nie meer as vyf dae in 'n week nie, nege en 'n kwart op enige dag;
 - (ii) meer as vyf dae in 'n week, agt en 'n half op enige dag;
- (b) 'n deeltydse werknemer—
 - (i) 24 in 'n week van Maandag tot en met Saterdag; en
 - (ii) behoudens subparagraaf (i), vyf op 'n dag;
- (c) 'n sekuriteitswag of 'n wag—
 - (i) 60 in 'n 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 in 'n week werk nie, 12 op 'n dag;
 - (ab) meer as vyf dae in 'n week werk, 10 op 'n dag;

- (d) whenever an employee is required by law 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 a slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work-day of his intention to reduce the ordinary hours of work;
 - (iii) no deduction shall be made in the case of short-time owing to the vagaries of the weather 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, registered financial institution, local authority or the State in respect of a payment on a loan granted to such employee to acquire a dwelling;
 - (ii) any organisation or body in respect of the rent of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such organisation or body wholly or partly from funds advanced for that purpose by the State or a body referred to in subparagraaf (i);
- (g) with the written consent of the employee, a deduction of any amount loaned or advanced to him by the employer: Provided that any deduction for the repayment of any such loan or advance shall not exceed one third of the total remuneration due to the employee on the payday concerned and 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. ORDINARY HOURS OF WORK, 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 part time employee—
 - (i) 24 in any week from Monday to Saturday, inclusive; and
 - (ii) subject to subparagraph (i), five on any day;
- (c) a security guard and a watchman—
 - (i) 60 in any week from Monday to Saturday, inclusive; and
 - (ii) subject to subparagraph (i), 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;

(d) enige ander werknemer—

- (i) 46 in 'n week van Maandag tot en met Saterdag; en
- (ii) behoudens subparagraaf (i), in die geval van 'n werknemer wat normaalweg op—
 - (aa) nie meer as vyf dae in 'n week werk nie, nege en 'n kwart op 'n dag;
 - (ab) meer as vyf dae in 'n week werk, agt op enige dag, tensy die ure op een dag hoogstens vyf is in welke geval die ure op enigeen van die ander dae tot agt en 'n half verleng kan word.

(2) *Etenspouse*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om onafgebroke vir 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—

- (a) '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, kan die pouse aldus verkort word;
- (b) werktydperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoudbepaling (a) of (e) van toepassing is, geag word aaneenlopend te wees;
- (c) as sodanige pouse langer as een uur duur, uitgesonderd waar voorbehoudbepaling (g) van toepassing is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;
- (d) slegs een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;
- (e) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op 'n dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word;
- (f) 'n werwer of 'n drywer wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig of sy vrag te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;
- (g) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik betrokke is by die skoonmaak van persele indien sodanige pouse langer as drie uur is, enige tydperk wat drie uur te bowe gaan, geag word deel van die gewone werkure uit te maak;
- (h) sodanige pouse nie aan 'n ketelbediener toegestaan hoef te word nie gedurende sy gewone werkure op enige skof nie indien aan hom gedurende sodanige ure geleentheid verskaf word om 'n ete te nuttig terwyl hy op sy pos bly, tensy dit verbied word deur enige bepaling van enige wet.

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

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

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

- (a) 'n los werknemer, drie uur op 'n dag;
- (b) 'n sekuriteitswag of 'n wag, 12 uur in 'n week; en
- (c) enige ander klas werknemer—
 - (i) wat gewoonlik nie op 'n Saterdag werk nie, drie uur op enige werkdag, vyf uur op enige Saterdag en 10 uur in enige week;
 - (ii) wat gewoonlik op Saterdag werk, drie uur op enige dag en 10 uur in enige week.

(d) any other employee—

- (i) 46 in any week from Monday to Saturday, inclusive; and
- (ii) subject to subparagraph (i), in the case of an employee who normally works 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.

(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—

- (a) 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;
- (b) periods of work interrupted by intervals of less than one hour, except where proviso (a) or (e) applies, shall be deemed to be continuous;
- (c) if such interval is longer than one hour, except when proviso (g) applies, any period in excess of one and a quarter hours shall be deemed to be time worked;
- (d) 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;
- (e) when on any day by reason of overtime worked an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;
- (f) a canvasser or a driver who during such interval does no work other than being or remaining in charge of the vehicle or its load shall be deemed for the purposes of this subclause not to have worked during such interval;
- (g) in the case of an employee who is wholly or mainly engaged in cleaning premises of such interval is longer than three hours, any period in excess of three hours shall be deemed to form part of the ordinary hours of work;
- (h) such interval need not be granted to a boiler attendant during his ordinary hours of work on any shift if he is given the opportunity during such hours of having a meal while at his post, unless this is prohibited in terms of any law.

(3) *Rest intervals*.—An employer shall grant to his employee a rest interval of not less than 10 minutes as nearly as practicable in the middle of each first work period and second work period of the day, and during such interval the employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the 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 other than in accordance with an agreement concluded with the employee and such overtime shall 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) any other class of employee—
 - (i) who does not ordinarily work on Saturdays, five hours on any Saturday, three hours on any workday, and 10 hours in any week;
 - (ii) who ordinarily works on Saturdays, three hours on any day and 10 hours in any week.

(6) *Betaling vir oortydwerk.*—(a) 'n Werkgewer moet 'n werknemer, uitgesonderd 'n los werknemer, wat oortyd werk, betaal teen 'n skaal van minstens—

- (i) een en een derde maal sy uurloon ten opsigte van die totale tydperk wat nie 10 uur in enige week oorskry nie;
- (ii) een en 'n half maal sy uurloon ten opsigte van die ure wat 10 ure per week oorskry,

aldus deur sodanige werknemer gewerk.

(b) 'n Werkgewer moet 'n los werknemer wat oortyd werk, betaal teen 'n skaal van minstens een en 'n derde maal sy uurloon ten opsigte van die totale tydperk op enige dag gewerk.

(7) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing nie op 'n werknemer indien en solank so 'n werknemer gereeld 'n loon ontvang teen 'n skaal van—

- (i) minstens R1 550 per maand in die volgende gebiede:

Transvaal.—Die landdrostrikte Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom en die munisipale gebied Witbank;

Kaaprovinsie.—Die landdrostrikte Kimberley, Port Elizabeth en Uitenhage en die munisipale gebiede Beacon Bay en Oos-Londen;

Natal.—Die landdrostrikte Chatsworth, Durban, Inanda, Pinetown (uitgesonderd die gedeeltes van genoemde vier distrikte wat binne 'n straal van 24,14 km vanaf die Hoofposkantoor, Durban, val) en Pietermaritzburg;

Oranje-Vrystaat.—Die landdrostrikte Bloemfontein, Odendaalsrus, Sasolburg, Virginia en Welkom;

- (ii) minstens R1 430 per maand in die volgende gebiede:

Transvaal.—Die munisipale gebiede Middelburg, Pietersburg en Rustenburg;

Kaaprovinsie.—Die landdrostrik Worcester;

Natal.—Die landdrostrikte Port Shepstone en die munisipale gebiede van Empangeni, Ladysmith, Newcastle en Richardsbaai;

Oranje-Vrystaat.—Die munisipale gebiede Bethlehem, Harri-smith en Kroonstad;

- (iii) minstens R1 320 per maand in enige gebied in klousule 1 genoem en wat nie in paragrawe (i) en (ii) hiervan ingesluit is nie.

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

(c) Subklousule (3) is nie van toepassing op 'n ketelbediener, 'n drywer of 'n werknemer wat bystand verleen op of 'n motorvoertuig vergesel terwyl sodanige voertuig nie op die werkgever se perseel is nie.

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

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (3), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooid tydperk van 12 maande diens by die werkgever, verlof verleen en die werknemer moet die verlof neem, soos volg:

- (a) Aan 'n sekuriteitswag of 'n wag wie se gewone werkure—

- (i) 48 in 'n week oorskry wat gewoonlik op—

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

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

- (ii) nie 48 in 'n week oorskry nie, wat gewoonlik op—

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

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

- (b) Aan enige ander werknemer wat gewoonlik op—

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

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

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

- (i) one and a third times his hourly wage in respect of the total period not exceeding 10 hours in any week so worked by such employee;
- (ii) one and a half times his hourly wage in respect of the hours in excess of 10 hours in any week, so worked by such employee.

(b) An employer shall pay a casual employee who works overtime at a rate of not less than one and a third times his hourly wage in respect of the period so worked on any day.

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

- (i) not more than R1 550 per month in the following areas:

Transvaal.—The Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom and the municipal area of Witbank;

Cape Province.—The Magisterial Districts of Kimberley, Port Elizabeth and Uitenhage and the municipal areas of Beacon Bay and East London;

Natal.—The Magisterial Districts of Chatsworth, Durban, Inanda, Pinetown (excluding those portions of the said four districts which fall within a radius of 24,14 km from the General Post Office, Durban) and Pietermaritzburg;

Orange Free State.—The Magisterial Districts of Bloemfontein, Odendaalsrus, Sasolburg, Virginia and Welkom;

- (ii) not less than R1 430 per month in the following areas:

Transvaal.—The municipal areas of Middelburg, Pietersburg and Rustenburg;

Cape Province.—The Magisterial District of Worcester;

Natal.—The Magisterial District of Port Shepstone and the municipal areas of Empangeni, Ladysmith, Newcastle and Richards Bay;

Orange Free State.—The municipal areas of Bethlehem, Harri-smith and Kroonstad;

- (iii) not less than R1 320 per month in any area mentioned in clause 1 and not included in paragraphs (i) and (ii) 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 providing assistance on or accompanying a motor vehicle while such vehicle is not at the employer's establishment.

(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 (3), an employer shall grant to his employee, other than a casual employee, and the employee shall take, in respect of each completed period of 12 months of employment with the employer, leave as follows:

- (a) To a security guard and a watchman whose ordinary hours or work—

- (i) exceed 48 in a week and who normally works on—

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

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

- (ii) do not exceed 48 in a week who normally works on—

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

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

- (b) to 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.

2. Die werkgewer moet die werknemer ten opsigte van sodanige verlof betaal soos voorgeskryf in subklousule (1), in die geval van 'n werknemer waarna verwys word in—

- (a) subklousule (1) (a) (i), 'n bedrag van minstens vier maal, en
- (b) subklousule (1) (a) (ii) of (1) (b), 'n bedrag van minstens drie maal,

die weekloon wat die werknemer onmiddellik voor die aanvangsdatum van die verlof ontvang het.

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

- (a) as sodanige verlof nie eerder toegestaan is nie, dit, behoudens subklousule (4), so toegestaan en geneem moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet toestaan en die werknemer die verlof moet neem met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

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

- (i) wat 'n werknemer afwesig is met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), en wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop;

- (ii) waartydens die werknemer onder kennisgewing van diensbeëindiging ingevolge klousule 12 is; of

- (iii) wat 'n werknemer vir militêre diens afwesig is;

- (c) 'n werkgewer 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.

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

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

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

(b) Subklousule (3) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

(5) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (4) en met subklousule (9), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof of, op die skriftelike versoek van die werknemer, uiterlik op die eerste betaaldag na verstryking van die verlof, betaal word.

(6) Aan 'n werknemer wie se diens gedurende enige 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 voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens, in die geval van, 'n werknemer in—

- (a) subklousule (1) (a) (ii) of (1) (b) bedoel, een kwart; en

- (b) subklousule (1) (a) (i) bedoel, een derde

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is, 'n eweredige bedrag kan aftrek: Met dien verstande voorts dat 'n werknemer op geen besoldiging uit hoofde van hierdie subklousule geregtig is nie indien hy sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy—

- (i) die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of

- (ii) hy versuim het om sodanige kennis te gee of gedurende die tydperk te werk, hy binne sy wetlike regte gehandel het.

2. The employer shall pay his employee in respect of the leave prescribed in subclause (1), in the case of an employee referred to in—

- (a) subclause (1) (a) (i), an amount of not less than four times, and
- (b) subclause (1) (a) (ii) or (1) (b), an amount of not less than three times,

the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced.

(3) 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 (4), 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 leaves relates.

(4) (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 (3) shall *mutatis mutandis* apply to the leave referred to in this subclause.

(5) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (4), and with subclause (9), 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.

(6) 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) (ii) or (1) (b), one fourth; and

- (b) subclause (1) (a) (i), 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 the employee's written request: Provided further that an employee shall not be entitled to any payment by virtue of this subclause if he leaves his employment without having given and served the period of notice prescribed in clause 12, unless—

- (i) the employer has waived such notice of the employee has paid the employer upon termination or prior to the termination of service in lieu of notice; or

- (ii) in failing to give and serve such notice he was acting within his legal rights.

(7) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (4), 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 is.

(8) By die toepassing van hierdie klousule—

(a) is die weekloon op enige datum van 'n werknemer wat op stukwerk of kommissiewerk in diens is, sy gemiddelde weeklikse besoldiging vir die voorafgaande 13 weke, of indien 'n korter tydperk gewerk is, vir die getal voltooië weke wat aldus gewerk is;

(b) word die uitdrukkings "diens" en "dienstermyn" geag te omvat—

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

(ii) enige tydperk van altesaam hoogstens 15 weke in enige tydperk van 12 maande wat 'n werknemer afwesig is—

(aa) met verlof ingevolge hierdie klousule;

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

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

(iii) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie daarop geregtig is om in enige 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—

(aa) 'n werknemer wat, voordat hierdie vasstelling van krag 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;

(ab) 'n werknemer wat, voordat hierdie vasstelling van krag geword het, in diens was enkop 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;

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

(9) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgewer vir die doel van jaarlikse verlof te eniger tyd maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting vir 21 agtereenvolgende dae sluit, of 'n aktiwiteit vir 21 agtereenvolgende dae staak en in daardie geval moet hy sy werknemer kragtens subklousule (2) of kragtens paragraaf (c) hiervan na gelang van die geval, besoldig.

(b) Wanneer 'n openbare vakansiedag, soos omskryf in klousule 2, op 'n dag val wat andersins vir die werknemer 'n werkdag sou gewees het en wat binne die geslote tydperk bedoel in paragraaf (a) val, moet nog 'n werkdag by die genoemde geslote of stakingstydperk gevoeg word as 'n verdere verloftyd en die werknemer moet 'n bedrag van minstens sy dagloon betaal word ten opsigte van elke sodanige dag bygevoeg.

(c) 'n Werknemer wat op die datum waarop 'n bedryfsinrigting of 'n aktiwiteit waarin hy werksaam is, sluit of gestaak word, nie geregtig is nie op die volle tydperk van die jaarlikse verlof voorgeskryf by subklousule (1), moet, ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in subklousule (6) vermeld, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting of aktiwiteit aldus sluit of 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 hoogstens vyf dae per week werk, minstens 30 werkdade, en

(b) enige ander werknemer, minstens 36 werkdade,

(7) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (4), 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.

(8) For the purposes of this clause—

(a) the weekly wage at any date of an employee who is engaged on piecework or commission work is his average weekly remuneration for the preceding 13 weeks or, if a lesser period has been worked, for the number of completed weeks so worked;

(b) the expressions "employment" and "period of employment" shall be deemed to include—

(i) any period in respect of which an employer pays an employee or an employee pays an employer in lieu of notice in terms of clause 12;

(ii) 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—

(aa) leave in terms of this clause;

(ab) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b);

(ac) at the instance of his employer; and

(iii) 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—

(aa) 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;

(ab) 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;

(ac) 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.

(9) (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 (2) or paragraph (c) hereof, as the case may be.

(b) Whenever a public holiday as defined in clause 2 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 on which an establishment or activity in which he is employed is closed or suspended, 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 (6), 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

gedurende elke tydkring van 36 agtereenvolgende maande diens by hom, en moet hy die 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 agtereenvolgende maande diens nie op meer siekteverlof met volle besoldiging geregtig is nie as, in die geval van 'n werknemer wat nie op 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 tydkring by dieselfde werkgever weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, hy geregtig is op besoldiging vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde dienstryking 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) wanneer 'n werkgever ingevolge enige wet gelde vir mediese of hospitaalbehandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;
 - (iv) die loon wat aan 'n werknemer wat op stukwerk of kommissiewerk in diens is, vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule betaal moet word, bereken moet word op die grondslag van minstens sy gemiddelde besoldiging vir die 13 weke wat die aanvang van sy siekteverlof voorafgaan of indien 'n korter tydperk gewerk is, vir die aantal voltooië weke wat gewerk is.
- (2) 'n Werkgever kan, as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk—

- (a) vir langer as twee agtereenvolgende werkdag; of
- (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of 'n openbare vakansiedag soos omskryf in klousule 2;

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

(3) By die toepassing van hierdie klousule—

- (a) word die uitdrukking "diens" geag te omvat—
 - (i) enige tydperk van altesaam hoogstens 30 weke in enige tydkring van 36 maande wat 'n werknemer afwesig is—
 - (aa) met verlof ingevolge klousule 6;
 - (ab) op las of versoek van sy werkgever;
 - (ac) met siekteverlof ingevolge subklousule (1) of weens ongeskiktheid weens omstandighede uiteengesit in subklousule (4);
 - (ii) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid as diens te eis nie;
 - (iii) enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum waarop hierdie vasstelling van krag geword het en alle siekteverlof wat met volle besoldiging aan so 'n werknemer gedurende sodanige tydperk toegestaan is, word geag ingevolge hierdie vasstelling toegestaan te gewees het;

sick leave in the aggregate during each cycle of 36 consecutive months of employment with him, and shall pay the 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 any 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 to the extent to which sick leave accrued at such expiration or termination had not been taken, at the rate of the employee's wage at the commencement of the incapacity;
- (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 or commission 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 on the work-day immediately succeeding a Sunday or a public holiday as defined in clause 2;

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 the aggregate, in any cycle of 36 months, to not more than 30 weeks, during which an employee is absent—
 - (aa) on leave in terms of clause 6;
 - (ab) at the instance of his employer;
 - (ac) on 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 one period of 12 months employment, more than four months of such service; and
 - (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) beteken "ongeskiktheid", onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeval of vergoedingspligtige siekte 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 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 se volle loon te betaal.

8. OPENBARE VAKANSIEDAE EN SONDAE

(1) *Vergoeding vir werk op 'n openbare vakansiedag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, nie op 'n openbare vakansiedag soos omskryf in klousule 2 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 vakansiedag soos omskryf in klousule 2 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—

(aa) '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

(ab) 'n bedrag bereken teen 'n skaal van 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 verlof toestaan en ten opsigte van sodanige verlof '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 vakansiedag soos omskryf in klousule 2 werk en sodanige dag op 'n dag val wat nie vir hom andersins 'n gewone werkdag is nie, moet die 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 'n werkdag werk, plus—

(i) 'n bedrag bereken teen 'n skaal van minstens sy loon ten opsigte van die volle tyd wat hy op daardie dag werk of 'n bedrag gelyk aan minstens 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 'n skaal van minstens een derde van sy loon ten opsigte van die volle tyd wat hy op daardie dag werk, en aan hom, binne sewe dae na daardie dag, een dag verlof toestaan en ten opsigte van sodanige verlof '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 vakansiedag soos omskryf in klousule 2 werk en dié dag op 'n Sondag val, moet hy vir sodanige werk vergoed word op die basis in subklousule (2) uiteengesit.

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

(a) indien hy hoogstens vier uur gewerk het, 'n bedrag betaal wat nie minder is nie as die loon betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk; of

(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 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 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 in respect of public holidays.*—(a) Whenever an employee, other than a casual employee, does not work on a public holiday as defined in clause 2 and such day falls on a day which otherwise is an ordinary workday 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 in clause 2 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 him in terms of paragraph (a) had the employee not worked on that day, plus—

(aa) 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

(ab) 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 in clause 2 and such day falls on a day other than a Sunday 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 at least to 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 in clause 2 and such day falls on a Sunday, he shall be remunerated for such work on the basis set out in subclause (2).

(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) indien hy langer as vier uur gewerk het, 'n bedrag betaal wat nie minder is nie as ½ 'n bedrag teen 'n skaal van dubbel sy loon ten opsigte van die volle tyd wat hy op daardie Sondag werk, ½ '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 betaal bereken teen 'n skaal van minstens een en een derde maal sy loon ten opsigte van die volle tyd wat hy op daardie Sondag werk en aan hom, binne sewe dae na daardie Sondag, een dag verlof toestaan en ten opsigte van sodanige verlof 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 vakansiedag of 'n Sondag.*—Wanneer 'n los werknemer op 'n openbare vakansiedag soos omskryf in klousule 2 of 'n Sondag werk, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag betaal, bereken teen 'n koers van minstens dubbel sy uurloon vir elke uur of gedeelte van 'n uur wat hy op daardie dag gewerk het, en vir die doeleindes van hierdie subklousule word 'n los werknemer in 'n bedryfsinrigting waarin die werknemer gewoonlik op—

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

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

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

(a) gedeeltelik op 'n openbare vakansiedag soos omskryf in klousule 2 of 'n Sondag en gedeeltelik op enige ander dag val; of

(b) gedeeltelik op 'n openbare vakansiedag soos omskryf in klousule 2 en gedeeltelik op 'n Sondag val,

word daar by die berekening van sy vergoeding geag dat die hele tydperk wat hy gewerk het, op die dag val waarop die grootste gedeelte van die tydperk val.

(5) Beloning wat ingevolge hierdie klousule aan 'n werknemer, uitgesonderd 'n los werknemer, betaalbaar is, moet aan hom uitbetaal word nie later nie as die eersvolgende betaaldag na die dag ten opsigte waarvan die beloning betaalbaar is. 'n Los werknemer moet uitbetaal word soos in klousule 4 (2) bepaal.

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

9. STUKWERK EN KOMMISSIEWERK

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

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

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

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

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

(d) Ondanks andersluidende bepalings in hierdie klousule, is 'n werkgever 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.

(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 in clause 2 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 and 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 in clause 2 or on a Sunday and partly on any other day; or

(b) partly on a public holiday as defined in clause 2 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.*—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.*—Subclause (1) (b) to (d), (2), (4) and (5) shall not apply to an employee referred to in clause 5 (7) (a).

9. PIECE-WORK AND COMMISSION WORK

(1) *Piece-work.*—(a) An employer may when engaging an employee or after at least one week's notice if the employee is already in his employ, introduce any piece-work system and, save as provided in clause 4 (6), such employer shall pay his employee, who is employed on such piece-work system, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than, in the case of—

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

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

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

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

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

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

- (i) die loon aan die werknemer betaalbaar, wat nie laer mag wees nie as dié wat by klousule 3 (1) vir 'n werknemer van sy klas en ondervinding voorgeskryf word, asook die kommissietarief en die voorwaardes waarop hy die reg daarop verkry;
- (ii) die dag van die week of maand waarop die verdiende kommissie verskuldig en betaalbaar is;
- (iii) die gebied waarin daar van die werknemer vereis word of hy toegelaat word om te werk; en
- (iv) die dag waarop die kommissie wat deur die werknemer verdien is, voor die beëindiging van die dienskontrak betaal moet word: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is.

(b) 'n Werkgever mag nie 'n werknemer toelaat of van hom vereis om werk slegs op 'n kommissiebasis te onderneem nie. 'n Bedrag wat as kommissie aan 'n werknemer betaalbaar is volgens 'n ooreenkoms aangegaan ingevolge paragraaf (a) is afgesien van en bykomend by die loon daarin vermeld.

(c) Behoudens klousule 4 (6), moet 'n werkgever sy werknemer minstens die besoldiging betaal waaroor hulle ooreengekom het: Met dien verstande dat afgesien van die kommissie wat die werknemer verdien het, sy besoldiging vir enige tydperk minstens die loon waarna in paragraaf (a) verwys word, sal wees.

(d) Die besoldiging van die werknemer moet betaal word op die dag genoem in die ooreenkoms aangegaan ingevolge paragraaf (a) en klousule 4 (1) is nie op sodanige betaling van toepassing nie.

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

10. GETALSVERHOUDING

(1) 'n Werkgever mag nie 'n ongekwalifiseerde nasiener, fynstopper, faktuurklerk of depotassistent in diens neem nie tensy hy onderskeidelik 'n gekwalifiseerde nasiener, fynstopper, faktuurklerk of depotassistent in sy diens het, en vir elke sodanige gekwalifiseerde werknemer mag hy hoogstens een ongekwalifiseerde werknemer van dieselfde klas in diens neem.

(2) By die toepassing van hierdie klousule—

- (a) mag 'n werkgever of bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n besondere klas werknemer verrig, geag word 'n gekwalifiseerde werknemer van sodanige klas te wees;
- (b) mag 'n werknemer wat die werk van 'n besondere klas werknemer verrig en minstens die loon van 'n gekwalifiseerde werknemer van sodanige klas ontvang, geag word 'n gekwalifiseerde werknemer van sodanige klas te wees.

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgever moet enige rubberstewels, pet, uniform, oorpak of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en enige sodanige artikel by die eiendom van die werkgever.

12. BEÏNDIGING VAN DIENSKONTRAK

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

- (a) gedurende die eerste vier weke diens, minstens een werkdag, en
- (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 werkgever of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgever, na gelang van die geval, te betaal, in die geval van—

- (i) een werkdag kennisgewing, minstens die dagloon, en

(2) *Commission work.*—(a) An employee who by agreement with his employer undertakes commission work shall be supplied by his employer, before such work is commenced, with a true copy of the agreement or a statement setting out the terms of the agreement, which shall include—

- (i) the wage payable to the employee which shall be not less than the wage prescribed in clause 3 (1) for an employee of his class and experience, the rate of the commission and the conditions of entitlement thereto;
- (ii) the day of the week or month on which commission earned is due and payable;
- (iii) the area in which the employee is required or permitted to work;
- (iv) the day of payment of commission earned by the employee before termination of the contract of employment: Provided that such day of payment shall be not later than the last work-day of the month succeeding the month during which employment was terminated.

(b) An employer shall not require or permit an employee to undertake any work for him on the basis of commission only. Any amount payable to an employee as commission under an agreement entered into in terms of paragraph (a) shall be aside from and in addition to the wage therein stipulated.

(c) Save as provided in clause 4 (6), the employer shall pay his employee remuneration at not less than the rate agreed upon between them: Provided that, irrespective of the commission earned by the employee, his remuneration in respect of any period shall be not less than the wage referred to in paragraph (a).

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

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

10. RATIO

(1) An employer shall not employ an unqualified checker, invisible mender, invoice clerk or depot assistant unless he has in his employ a qualified checker, invisible mender, invoice clerk or depot assistant, respectively, and for each such qualified employee he may employ not more than one unqualified employee of the same class.

(2) For the purposes of this clause—

- (a) an employer or manager who is wholly or mainly engaged in performing the duties of a particular class of employee may be deemed to be a qualified employee of that class;
- (b) an employee engaged in performing the duties of a particular class of employee and receiving not less than the wage for a qualified employee of such class may be deemed to be a qualified employee of that class.

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

notice of termination of contract, 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,

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

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

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

(3) Die kennisgewing by subklousule (1) voorgeskryf, moet op 'n werk-dag geskied: Met dien verstande dat die kennisgewingstermyn nie mag saamval nie met, en betaling in plaas van kennisgewing nie gemaak mag word nie t.o.v. 'n tydperk wat saamval met 'n werknemer se afwesigheid—

- (a) met verlof ingevolge klousule 6 of siekteverlof ooreenkomstig klousule 7 of afwesigheid weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), waar sodanige afwesigheid altesaam hoogstens 15 weke in enige tydperk van 12 agtereenvolgende maande diens by dieselfde werkgever beloop; en
- (b) vir militêre diens, behalwe waar die werknemer anders versoek en die werkgever skriftelik daartoe instem.

(4) Tensy 'n werkgever van die kennisgewing wat in subklousule (1) voorgeskryf is, afgesien het of 'n werknemer sy diens verlaat sonder om kennis te gee en uit te dien of sonder om sy werkgever te betaal in plaas van kennis te gee en deur sodanige optrede hy binne sy wetlike regte gehandel het, mag 'n werkgever uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie vaststelling skuld, hom 'n bedrag toeëien van hoogstens dié wat die werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer die werkgever hom aldus 'n bedrag toeëien het in plaas van kennisgewing, geag word dat die werknemer die werkgever in dié mate betaal het in plaas van kennis te gee.

13. VERBOD OP INDIENSNEMING

'n Werkgever mag nie—

- (1) iemand onder die ouderdom van 15 jaar in diens neem nie;
- (2) van 'n swanger werknemer vereis of haar toelaat om te werk gedurende dié tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die bevallingsdatum eindig nie.

14. DIENSSERTIFIKAAT

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

DIENSSERTIFIKAAT

Ek
wat sake doen in die Wassery-, Droogskoonmaak- en Kleurbedryf
te
verklaar hierby dat identiteitsnommer
in my diens was vanaf die dag van 19.....
tot die dag van 19..... as (*).

By diensbeëindiging was hierdie werknemer se loon R.....

Handtekening van werkgever of gemagtigde verteenwoordiger

Datum

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

(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 the period of notice shall not run concurrently with nor shall payment in lieu of notice be made in respect of a period running concurrently with an employee's absence—

- (a) on leave granted in terms of clause 6 or on sick leave granted in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) where such absences amount in the aggregate to not more than 15 weeks in any period of 12 consecutive month's employment with the same employer; and
- (b) on military service, except where an employee otherwise requests and his employer agrees thereto in writing.

(4) Unless an employer has waived the notice prescribed in subclause (1) or an employee leaves his employment without having given and served such notice or without having paid his employer in lieu of notice and in so doing the employee was acting within his legal rights, the 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 be deemed to have paid the employer to that extent in lieu of notice.

13. PROHIBITION OF EMPLOYMENT

An employer shall not—

- (1) employ any person under the age of 15 years;
- (2) 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.

14. 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 Laundry, Dry-Cleaning and Dyeing
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.

15. LOGBOEK

(1) 'n Werkgewer moet sy drywer, werwer graad A en werwer graad B voorsien van 'n logboek wat so na as moontlik die volgende vorm het:

DAAGLIKSE LOG

Naam van werkgewer
 Naam van drywer, werwer graad A of werwer graad B
 Datum
 Registrasienommer van voertuig
 Tyd waarop werk begin word
 Tyd waarop werk beëindig word
 Aantal ure gewerk tot
 Besonderhede van 'n ongeluk of vertraging

Naam(Name) van werknemer(s) wat drywer of werwer vergesel

*Handtekening van drywer, werwer graad A of
 werwer graad B*

Datum

(2) Elke drywer, werwer graad A en werwer graad B moet in die logboek, bedoel in subklousule (1), 'n daaglikse log in tweevoud hou ten opsigte van elke dag se werk en moet binne 24 uur 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 kragtens subklousule (2) aan hom gelever is, vir 'n tydperk van minstens drie jaar na sodanige lewering bewaar.

16. PRESENSIEREGISTER

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

15. LOG-BOOK

(1) An employer shall provide his driver, canvasser Grade A and canvasser Grade B with a log-book as nearly as practicable in the following form:

DAILY LOG

Name of employer
 Name of driver, canvasser Grade A or canvasser Grade B
 Date
 Registration number of vehicle
 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 or canvasser

Signature of driver, canvasser Grade A or canvasser Grade B

Date

(2) Every driver, canvasser Grade A and canvasser Grade B 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.

16. 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.

PRESENSIEREGISTER

(Naam van werknemer)

(Klas van werknemer)

Jaar..... Maand.....		Inskrywings moet deur werknemer gemaak word												Opmerkings (as daar is)			
Datum	Dag van week	Tyd waarop werk begin word	Pouses van diens af						Tyd waarop werk beëindig word	Oortyd gewerk		Totale getal ure gewerk		Handtekening	Deur werknemer	Deur werkgever as werknemer afwesig is; rede daarvoor (moet deur werkgever onderteken word)	Deur inspekteur
			Af	Aan	Af	Aan	Af	Aan		Aan	Af	Elke dag	Elke week				
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
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27																	
28																	
29																	
30																	
31																	

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

ATTENDANCE REGISTER

(Name of employee)

(Class of employee)

Year..... Month.....		Entries to be made by employee												Remarks (if any)				
Date	Day of week	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	
			Off	On	Off	On	Off	On		On	Off	Each day	Each week					
1																		
2																		
3																		
4																		
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Note.—Under heading "Off" and "On" in column referring to "intervals off work" insert time when interval commences and time when work is resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

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

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 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) in ink of inktlood in sodanige bywoningsregister 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- en ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het;
- (iv) die tyd waarop werk vir die dag beëindig is;
- (v) die tyd waarop oortyd gewerk vir die dag begin en beëindig is;
- (vi) die totale aantal ure gewerk vir die dag; en
- (vii) sy handtekening;

(b) in 'n bedryfsinrigting waar 'n halfoutomatiese tydregistreerder voorsien word, 'n inskrywing maak deur middel van die registreerder op 'n kaart wat ingevolge subklousule (2) voorsien is 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 tyd waarop werk vir die dag beëindig is.

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

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

- (a) 'n werknemer wat uit hoofde van klousule 5 (7) (a) van die werkeurebepalings uitgesluit word, en
- (b) 'n drywer, 'n werwer graad A, werwer graad B en 'n werknemer wat sodanige drywer of werwer vergesel.

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

No. Name of employee His class

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, an employee shall in respect of each day worked by him and on that day—

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

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

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

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

(4) An employer shall retain the attendance register referred to in subclause (1) or the cards referred to in subclause (2) as the case may be, for a period of not less than three years after the date of the last entry therein or thereon.

(5) This clause shall not apply to—

- (a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a);
- (b) a driver, a canvasser Grade A, canvasser Grade B and an employee accompanying such driver or canvasser.

No. R. 2617

27 November 1987

LOONWET, 1957

LOONVASSTELLING 403.—WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF, SEKERE GE- BIEDE

Die Minister van Mannekrag is van voornemens om kragtens artikel 16 van die Loonwet, 1957, Loonvasstelling 403, gepubliseer by Goewermentskennisgewing R. 13 van 2 Januarie 1981, soos gewysig by Goewermentskennisgewing R. 2193 van 5 Oktober 1984, in te trek.

Enige persoon wat kommentaar oor die voorgestelde intrekking wil lewer, moet sodanige kommentaar binne 30 dae vanaf die publikasie hiervan aan die Direkteur-generaal: Mannekrag, Privaatsak X117, Pretoria, 0001, voorlê.

No. R. 2617

27 November 1987

WAGE ACT, 1957

WAGE DETERMINATION 403.—LAUNDRY, DRY-CLEANING AND DYEING TRADE, CERTAIN AREAS

The Minister of Manpower proposes, in terms of section 16 of the Wage Act, 1957, to cancel Wage Determination 403, published under Government Notice R. 13 of 2 January 1981, as amended by Government Notice R. 2193 of 5 October 1984.

Any person who desires to comment on the proposed cancellation must submit such comments within 30 days from the date of publication hereof to the Director General: Manpower, Private Bag X117, Pretoria, 0001.

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



Please keep our country, South
Africa, clean!

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