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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 434

17 March 1989

WAGE ACT, 1957

WAGE DETERMINATION 458.—RUBBER AND RUBBER PRODUCTS INDUSTRY, CERTAIN AREAS

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

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

(1) This determination shall in the areas specified in subclause (2) apply to every employer in the Rubber and Rubber Products Industry as defined in subclause (3), and to all his employees in that industry: Provided that it shall not apply to or in respect of—

- (a) an employer while he is a new employer as defined in subclause (4);
- (b) a small employer as defined in subclause (5); or
- (c) a manager as defined in subclause (6).

(2) Areas:

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

Natal.—The Magisterial Districts of Chatsworth, Durban (excluding the area occupied by Dunlop South Africa Ltd), Inanda and Pinetown and the municipal areas of Howick and Newcastle; and

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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 434

17 Maart 1989

LOONWET, 1957

LOONVASSTELLING 458.—RUBBER- EN RUBBERPRODUKTENYWERHEID, SEKERE GE- BIEDE

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 Rubber- en Rubberproduktenywerheid, 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 in die gebiede in subklousule (2) vermeld op elke werkgewer in die Rubber- en Rubberproduktenywerheid, soos in klousule (3) omskryf, en op al sy werknemers in daardie nywerheid: Met dien verstande dat dit nie op of in verband met—

- (a) 'n werkgewer terwyl hy 'n nuwe werkgewer is soos in subklousule (4) omskryf;
- (b) 'n klein werkgewer soos in subklousule (5) omskryf;
- (c) 'n bestuurder soos in subklousule (6) omskryf

van toepassing is nie.

(2) Gebiede:

Kaapprovinsie.—Die landdrostdistrikte Bellville, Die Kaap, Goodwood, Oos-Londen, Port Elizabeth, Simonstad, Uitenhage en Wynberg en die munisipale gebied van Strand;

Natal.—Die landdrostdistrikte Chatsworth, Durban (uitgesonderd die gebied geokkupeer deur Dunlop South Africa Limited), Inanda, en Pinetown en die munisipale gebiede van Howick en Newcastle; en

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

(3) "Rubber and Rubber Products Industry" or "the Industry" means the industry in which employers and employees (excluding employees employed in the Tyre and Rubber Manufacturing Industry as defined in the Agreement published under Government Notice R. 336 of 20 February 1981, in the Magisterial Districts of Port Elizabeth and Uitenhage) are associated for the purpose of carrying on any one or more of the following activities:

(a) The manufacture of—

(i) rubber;

(ii) any article consisting wholly or mainly of rubber;

(iii) solution;

(iv) any one or more of the following articles of which at least one constituent is rubber:

Tyres, tubes, conveyor or transmission belting, hose, tennis balls, golf balls, football bladders, covering for electric cables, mats, cushions, mattresses, covers for brake or clutch pedals and retreading materials;

(b) the retreading or rebuilding of rubber goods, excluding tyres, if carried on in conjunction with any one or more of the activities specified in paragraph (a);

(c) the manufacture of rubber soles or heels, other than in an establishment engaged in the manufacture of footwear,

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

(i) the manufacture of footwear;

(ii) the manufacture of covering for electric cables in an establishment in which such cables are manufactured;

(iii) the manufacture of pneumatic tyres or inner tubes pneumatic tyres;

(iv) the making of loose covers or cases for foam rubber or latex mattresses, cushions or pillows, the insertion of such mattresses, cushions or pillows into covers or cases and the closing or stitching of such covers or cases.

For the purposes of this subclause "rubber" includes synthetic rubber, reclaimed rubber, scrap rubber or compounded rubber but does not include ebonite, vulcanite or any other similar form of hard rubber.

(4) "New employer" means a business newly established in the Industry during the first 12 months of its existence in the Industry.

(5) "Small employer" means an employer who is engaged as such in the Industry only and who at no time employs more than 20 employees in the aggregate.

(6) "Manager" means an employee who is charged by his employer with the overall supervision over, responsibility for and direction of the activities of an establishment or a part of an establishment 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

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

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

(3) "Rubber- en Rubberproduktenywerheid" beteken die nywerheid waarin werkgewers en werknemers (uitgesonderd werknemers in diens in die Buiteband- en Rubberywerheid, soos omskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 336 van 26 Februarie 1981, in die landdrosdistrikte Port Elizabeth en Uitenhage) met mekaar geassosieer is met die doel om een of meer van die volgende werksaamhede te verrig, naamlik:

(a) Die vervaardiging van—

(i) rubber;

(ii) enige artikel wat geheel en al of hoofsaaklik uit rubber bestaan;

(iii) rubberlym;

(iv) enigeen of meer van die volgende artikels waarvan minstens een bestanddeel rubber is:

Buitebande, binnebande, vervoer- of dryfbande, rubberslange, tennisballe, gholfballe, voetbalbinneballe, bedekking vir elektriese kables, matre, stoelkussings, matrassre, bedekkings vir rem- of kopelaarpedale en versoolmateriaal;

(b) die versool of herbou van rubbergoedere, uitgesonderd buitebande, indien verrig saam met een of meer van die werksaamhede genoem in paragraaf (a);

(c) die vervaardiging van rubbersole of -hakke, uitgesonderd in 'n bedryfsinrigting wat skoeisel vervaardig;

en dit omvat ook alle werksaamhede wat met enigeen van voorreemde bedrywighede in verband staan of daaruit voortspruit; maar dit omvat nie die volgende nie:

(i) die vervaardiging van skoeisel;

(ii) die vervaardiging van bedekking vir elektriese kables in 'n bedryfsinrigting waar sodanige kables vervaardig word;

(iii) die vervaardiging van lugbande of binnebande vir lugbande;

(iv) die maak van los oortreksels of slope vir skuimrubber- of latexmatrassre, -stoelkussings of -kussings, die insteek van sodanige matrassre, stoelkussings of kussings in oortreksels of slope en die toewerk of toestik van sodaige oortreksels of slope.

By die toepassing van hierdie subklousule omvat "rubber" ook sintetiese rubber, geregenereerde rubber, afvalrubber of gemengde rubber maar omvat dit nie eboniet, vulkaniet of enige ander soortgeelyke vorm van harde rubber nie.

(4) "Nuwe werkgewer" beteken 'n nuut opgerigte besigheid in die Nywerheid gedurende die eerste 12 maande van sy bestaan in die Nywerheid.

(5) "Klein werkgewer" beteken 'n werkgewer wat as sodanig slegs in die Nywerheid betrokke is en wat op geen tydstop altesaam meer as 20 werknemers in diens het nie.

(6) "Bestuurder" beteken '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 daarvan en die werknemers wat daarin werk, maar sluit nie 'n werknemer in dieselfde bedryfsinrigting in wat 'n bestuurder aflos of tydens sy afwesigheid namens hom optree nie.

2. WOORDOMSKRYWING

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

(A) IN ALL SECTIONS OF THE INDUSTRY—

(1) "apprentice" means an employee employed in terms of a contract of apprenticeship registered or deemed to have been registered in terms of the Manpower Training Act, 1981, and includes an employee employed in a trade designated or deemed to have been designated in terms of that Act for a period prior to the registration of a contract of apprenticeship; (60)

(2) "artisan" means an employee who has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who holds a certificate issued or deemed to have been issued to him by the Registrar of Manpower Training 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; (1)

(3) "assistant foreman" means an employee who assists a foreman and who is so doing may perform any of the activities of a foreman and who may act for him during his absence; (2)

(4) "boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain and draw the fire in such boiler; (21)

(5) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (31)

(6) "chargehand" means an employee who, under general supervision of a foreman, assistant foreman, shift supervisor or a group leader is in charge of a group of graded employees and who may keep records of the work they do; (43)

(7) "chauffeur" means an employee, other than a driver or a travelling representative's assistant, who drives a light motor vehicle which is intended for the conveyance of his employer, employees, clients or visitors and which may be used for the conveyance of documents or parcels; (7)

(8) "clerk" means an employee who is engaged in writing, typing, filing, or in any other form of clerical work and includes a cashier, storeman, despatch clerk and a telephone switchboard operator or any office machine operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work; (22)

(9) "commission work" means any system under which an employee receives additional remuneration calculated on the value or volume of sales effected or on the value or number of orders submitted by him to and accepted by his employer; (23)

(10) "daily wage" means, except in the case of a casual employee, an employee's weekly wage divided by the number of days on which he ordinarily works in a week; (9)

(11) "day" means the period of 24 hours from midnight to midnight: Provided that, in the case of a shift worker, a security guard or a watchman, it shall mean a period of 24 hours reckoned from the time such an employee commences work; (8)

(12) "despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, mass-measuring, packing, marking, addressing or despatching of goods or packages; (see "clerk"); (61)

(13) "dolly" means a trailer on which a semi-trailer rests and which converts the latter into a trailer; (10)

(14) "driver" means an employee, other than a chauffeur or a travelling representative's assistant, who drives a motor vehicle, and for the purpose of this definition the expression "drives a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (11)

(15) "emergency work" means—

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

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

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

(i) ships;

(A) IN ALLE SEKSIES VAN DIE NYWERHEID—

(1) "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; (2)

(2) "assistent-voorman" 'n werknemer wat 'n voorman behulpzaam is en wat sodoende enige van die pligte van 'n voorman kan verrig en wat gedurende laasgenoemde se afwesigheid namens hom kan waarneem; (3)

(3) "bediener van 'n mobiele hystoestel" 'n werknemer wat 'n kragaangedrewe mobiele hystoestel bedien wat by die laai, aflaai, versit of opstapel van goedere gebruik word, en omvat ook die drywer van 'n trekker wat een of meer sleepwaens binne 'n bedryfsinrigting trek; (41)

(4) "betaalde vakansiedag" - Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Hemelvaartdag, Republiekdag, Gelofte dag en Kersdag; (49)

(5) "bruto kombinasie massa" met betrekking tot 'n motorvoertuig (gelede), die maksimum massa van die kombinasie van voertuie, met inbegrip van die trekvoertuig en die vrag, soos deur die vervaardiger daarvan gespesifiseer of, in die afwesigheid van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (23)

(6) "bruto voertuig massa" met die betrekking tot 'n motorvoertuig (nie-gelede), 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; (24)

(7) "chauffeur" 'n werknemer, uitgesonderd 'n reisende verteenwoordiger se assistent, wat 'n ligte motorvoertuig dryf wat vir die vervoer van sy werkgever, werknemers, klante of besoekers bedoel is en waarmee ook dokumente of pakkette vervoer kan word; (7)

(8) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat, in die geval van 'n skofwerker, 'n sekuriteitswag of 'n wag, beteken dit 'n tydperk van 24 uur bereken vanaf die tydstop waarop so 'n werknemer begin werk; (11)

(9) "dagloon", behalwe in die geval van 'n los werknemer, die werknemer se weekloon gedeel deur die getal dae wat hy gewoonlik in 'n week werk; (10)

(10) "drastel" 'n sleepwa waarop 'n leunwa rus en wat laasgenoemde in 'n sleepwa omskep; (13)

(11) "drywer" 'n werknemer, uitgesonderd 'n chauffeur, of 'n reisende verteenwoordiger se assistent, wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordskrywing omvat die uitdrukking " 'n motorvoertuig dryf" al die tyd wat hy dryf en al die tyd wat die drywer 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; (14)

(12) "eerstehulpbediener" 'n werknemer wat in beheer is van 'n eerstehulpkamer of 'n siekeboeg en wat in besit is van 'n geldige bekwaamheidsertifikaat in eerstehulp wat uitgereik is deur—

(a) die Suid-Afrikaanse Rooikruisvereniging;

(b) die St John Ambulance Association; of

(c) die Suid-Afrikaanse Noodhulpliga;

en wat kleiner wonde of beserings verbind en behandeling aan werknemers gee soos voorgeskryf en bepaal deur 'n mediese praktisyn en wat aantekening hou van die name van werknemers wat behandel is of behandeling nodig het, die aard van die besering en die behandeling wat gegee is; (20)

(13) "ekstra swaar motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie massa meer as 16 000 kg maar hoogstens 25 000 kg is; (17)

(14) "ekstra swaar motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuig massa meer as 16 000 kg maar hoogstens 25 000 kg is; (18)

(ii) trucks or vehicles of the South African Transport Services;
 (iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Transport Services; (42)

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

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

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

(c) any other class of employee, the total period or periods of employment which an employee has had in his class in this industry; (45)

(17) "extra heavy motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 16 000 kg but not 25 000 kg; (13)

(18) "extra heavy motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 16 000 kg but not 25 000 kg; (14)

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

(a) Checking or recording times at which employee enter or leave an establishment or any portion of an establishment;

(b) checking or recording the distribution or receipt of materials or outgoing of goods;

(c) recording times or output;

(d) scheduling production figures;

(e) mass-measuring or recording mass;

(f) writing out consignment notes or packing slips; (15)

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

(a) the South African Red Cross Society;

(b) the St John Ambulance Association; or

(c) die Suid-Afrikaanse Noodhulpplig;

and who dresses minor wounds or injuries and may administer treatment to employees as prescribed and directed by a medical practitioner, and who keeps records to show the names of employees treated or requiring treatment and the nature of the injury and the treatment given; (12)

(21) "foreman" means an employee who is in charge of the employees in an establishment or part of an establishment, who exercises control over such employees and who is responsible to a manager for the efficient performance by them of their duties; (62)

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

(a) Assembling tins;

(b) assembling wooden crates and similar containers for despatch packing purposes;

(c) assisting an artisan, other than by the independent use of tools;

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

(e) baling or wrapping in packing materials for transport;

(f) binding or strapping bales, boxes or other containers;

(g) blank cutting and mass-measuring to fixed standard by hand;

(h) cleaning furniture or kitchen utensils;

(i) cleaning or washing, other than cleaning liners by machine;

(j) cleaning, sponging or polishing moulded goods by hand;

(k) cutting or perforating paper or cardboard;

(l) cutting up rubber or rubber compounds from a bale by hand;

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

(a) Die tye kontroleer of aanteken wanneer werknemers 'n bedryfsinrigting of enige gedeelte van 'n bedryfsinrigting binnegaan of verlaat;

(b) die verspreiding of ontvangs van materiaal of die uitgaan van produkte nagaan of aanteken;

(c) tye of produksie aanteken;

(d) produksiesyfers tabelleer;

(e) massameet en die massa aanteken;

(f) vragbriewe of verpakkingstrookies uitskryf; (19)

(16) "faktotum" 'n werknemer, uitgesonderd 'n vakleerling, kwekeling of 'n onderhoudsman, wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardigingsproses gebruik word, en wat ook kleinere herstelwerk of opknappings aan geboue mag doen, maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (26)

(17) "gekwalfiseerd" met betrekking tot 'n werknemer, dat die ondervinding van 'n werknemer in sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; omgekeerd beteken "ongekwalfiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (51)

(18) "gewone werkure" die werkure by klousule 5 (1) voorgeskryf of, indien volgens ooreenkomste tussen 'n werkgewer en sy werknemer laasgenoemde korter ure werk, daardie korter ure; (47)

(19) "groepleier" 'n werknemer wat, onder die algemene toesig van 'n voorman, assistent-voorman of skofopsigter, aan die hoof staan van een of meer onderbase en wat toesig kan hou oor gegradeerde werknemers; (25)

(20) "instrukteur" 'n werknemer wat daarvoor verantwoordelik is om aan werknemers werkmodes te leer en die tegnieke om uitrusting te hanteer en wat aanverwante registers mag hou; (30)

(21) "ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook of uithaal; (4)

(22) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, magasynman, versendingsklerk en 'n telefoonskakelbordoperateur of enige kantoormasjienoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se werk; (8)

(23) "kommissiewerk" 'n stelsel waarvolgens 'n werknemer bykomende besoldiging ontvang, bereken volgens die waarde of volume van verkope deur hom gesluit of die waarde of getal bestellings wat hy aan sy werkgewer voorleë en wat laasgenoemde aanvaar; (9)

(24) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n handelslapse of besigheid, 'n tekort aan grondstowwe, 'n onklaarmaking van installasie, masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (56)

(25) "kwekeling" 'n werknemer, uitgesonderd 'n vakleerling, vir wie daar ingevolge die Wet op Mannekrasopleiding, 1981, voorsiening gemaak word vir opleiding in 'n ambag wat ingevolge daardie wet aangewys is of geag word, aangewys te wees; (60)

(26) "laboratoriumassistent" 'n werknemer wat monsters neem en voorberei, aanvanklike of roetine-toetse doen, met inbegrip van die bediening van 'n kragmasjien in die loop van sodanige toetse, en wat die resultate daarvan aanteken; (31)

(27) "Lateks-seksie" die seksie van die Rubber- en Rubberproduktenuwerheid wat vloeibare rubberlateks regsteeks in rubberartikels omsit deur middel van die indoop-, giet-, vorm-, uitdruk- of ander dergelike metode; (32)

(28) "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; (53)

(29) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa hoogstens 3 500 kg is; (34)

(m) delivery or collecting messages, letters or goods on foot or by means of a bicycle or other non-power-driven vehicle;

(n) emptying tanks or containers by hand;

(o) feeding or taking off from machines or conveyor belts, other than feeding or taking off from mills;

(p) filling, mass-measuring or labelling tins, cartons, drums or flasks by hand;

(q) gardening work, i.e., planting, digging, raking, mowing, weeding, watering, trimming hedges or spreading or mixing gardening materials;

(r) lifting, carrying, moving, unpacking or stacking goods or articles by hand or by means of a power-driven but pedestrian controlled vehicle;

(s) loading or unloading, other than loading or unloading presses;

(t) making metal containers by machine;

(u) making or maintaining fires (other than in a boiler), removing refuse or ashes or burning waste or damages materials;

(v) making tea or similar beverages for or serving tea or similar beverages to employers, guests or employees;

(w) mass-measuring to set mass-measure or measuring to set measure;

(x) opening or closing doors or boxes, drums, bales or other packages;

(y) operating a non-power-driven or an electric hoist;

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

(aa) placing foam into drying ovens or removing foam therefrom;

(ab) setting up by hand ready-made cardboard or fibre board boxes or similar containers;

(ac) sorting or baling articles or scrap;

(ad) stencilling labelling or marking boxes, bales or other packages;

(ae) stoking raking, slicing or drawing a fire of a boiler;

(af) trimming foam flash or moulds for foam by hand;

(ag) using rubber or other stamps, where no discretion is involved;

and in addition—

(i) in the Latex Section, the duties listed in subclause (69);

(ii) in all sections other than the Latex Section, the duties listed in subclause (73); (66)

(23) "gross combination mass" in relation to a motor vehicle (articulated) 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; (5)

(24) "gross vehicle mass" in relation to a motor vehicle (rigid) 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; (6)

(25) "group leader" means an employee who, under the general supervision of a foreman, assistant foreman or shift supervisor is in charge of one or more chargehands and who may also supervise graded employees; (19)

(26) "handyman" means an employee, other than an apprentice, a trainee or a maintenance man, who makes minor repairs or adjustments to machinery or equipment, other than machinery or equipment used directly in the manufacturing process and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan; (16)

(27) "heavy motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 9 000 kg but not 16 000 kg; (55)

(28) "heavy motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 9 000 kg but not 16 000 kg; (56)

(30) "loon" die bedrag geld 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 voorbehoudsbepaling mag nie so uitgelê word dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op 'n grondslag waarvoor daar by klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; en "weekloon" het 'n ooreenstemmende betekenis; (65)

(31) "los werknemer" 'n werknemer wat hoogstens drie dae per week by dieselfde werkgewer in diens is; (5)

(32) "maandloon" vier en 'n derde maal 'n werknemer se weekloon; (42)

(33) "magasynman" 'n werknemer wat beheer het oor voorrade, inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn, pakhuis of oop voorraadwerf te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n magasyn, pakhuis of oop voorraadwerf aan die verbruiksafdeling of vir versending te lewer; (kyk "klerk") (57)

(34) "masjienbediener" 'n werknemer wat 'n kragmasjien bedien, oppas, aansit of afsit, wat die werk wat die masjien verrig noukeurig ondersoek of nagaan en wat kleinere loopverstellings aan die masjien mag doen, en het " 'n masjien bedien" 'n ooreenstemmende betekenis; (36)

(35) "medium motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (38)

(36) "medium motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuig-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (39)

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

(38) "motorvoertuig" 'n selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm³ wat gebruik word vir die vervoer van goedere, en dit omvat ook 'n motorfiets of 'n motordriewiel, 'n voorspanmotor en 'n trekker, maar nie ook 'n mobiele hystoestel nie; (43)

(39) "motorvoertuig (gelede)" 'n kombinasie van voertuie bestaande uit 'n motorvoertuig en 'n leunwa of 'n sleepwa; (44)

(40) "motorvoertuig (nie-gelede)" 'n motorvoertuig uitgesonderd 'n motorvoertuig (gelede); (45)

(41) "nagskof" enige werktydperk waarvan die grootste deel tussen 19h00 en 05h00 val; (46)

(42) "noodwerk"—

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

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

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

(i) skepe;

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

(iii) voertuie wat deur 'n vervoerkontraakteur gebruik word in die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Vervoerdienste; (15)

(43) "onderbaas" 'n werknemer wat, onder algemene toesig van 'n voorman, assistent voorman, skofwerker of 'n groepleier, in beheer staan van 'n groep gegradeerde werknemers en wat aantekeninge van wat hulle doen, mag hou; (6)

(44) "onderhoudsman" 'n werknemer, uitgesonderd 'n faktotum, wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting wat regstreeks by die vervaardigingsproses gebruik word, maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (37)

(29) "hourly wage" means, except in the case of a casual employee, an employee's weekly wage divided by his weekly ordinary hours of work, and in the case of a casual employee it means, subject to clause 3 (1) (b) (ii), the wage payable to him for the day on which he works, divided by the number of hours worked by him on that day or by the ordinary hours of work, whichever is the shorter period; (59)

(30) "instructor" means an employee who is responsible for teaching employees job methods and equipment handling techniques and who may keep related records; (20)

(31) "laboratory assistant" means an employee who takes and prepares samples, makes initial or routine tests, including the operating of any power-driven machine in the course of such tests, and records the results thereof; (26)

(32) "Latex Section" means that section of the Rubber and Rubber Products Industry which converts liquid rubber latex directly into rubber articles by means of dipping, casting, moulding extruding or other like method; (27)

(33) "law" includes the common law; (67)

(34) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (29)

(35) "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; (47)

(36) "machine operator" means an employee who operates, attends, starts or stops a power-driven machine, who scrutinises or checks the work done by the machine, who may effect minor running adjustments to the machine and the expression "operating a machine" has a corresponding meaning; (34)

(37) "maintenance man" means an employee other than a handyman, who makes minor repairs or adjustments to machinery or equipment used directly in the manufacturing process but who does not do work normally performed by an artisan; (44)

(38) "medium motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 3 500 kg but not 9 000 kg; (35)

(39) "medium motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg; (36)

(40) "military service" means any service or training in terms of the Defence Act, 1957, (Act 44 of 1957); (37)

(41) "mobile hoist operator" means an employee who is engaged in operating a power-driven mobile hoist used in the loading, unloading, moving or stacking of goods and includes the driver of a tractor towing one or more trailers within an establishment; (3)

(42) "monthly wage" means an employee's weekly wage multiplied by four and one third; (32)

(43) "motor vehicle" means any self-propelled vehicle with an engine capacity exceeding 100 cm³, used for conveying goods and includes a two- or three-wheeled motor cycle, a truck-tractor and a tractor, but does not include a mobile hoist; (38)

(44) "motor vehicle (articulated)" means a combination of vehicles consisting of a motor vehicle and a semi-trailer or trailer; (39)

(45) "motor vehicle (rigid)" means a motor vehicle other than a motor vehicle articulated; (40)

(46) "night shift" means any period of work the major portion of which falls between the hours of 19h00 and 05h00; (41)

(47) "ordinary hours of work" means the 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; (18)

(48) "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 paid holiday or on a Sunday; (46)

(45) "ondervinding" met betrekking tot—

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

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

(c) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in hierdie nywerheid werksaam was; (16)

(46) "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 op 'n betaalde vakansiedag vir sy werkgever werk nie; (48)

(47) "plaaslike owerheid" 'n stadsraad, munisipale raad, dorpsbestuur, 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; (35)

(48) "reisende verteenwoordiger" 'n werknemer wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting namens so 'n inrigting bestellings vra, werf of opneem; (61)

(49) "reisende verteenwoordiger se assistent" 'n werknemer wat 'n reisende verteenwoordiger vergesel en hom met die inpak, uitpak of vertoon van sy monsters help en wat die motorvoertuig kan dryf wat die reisende verteenwoordiger in die uitvoering van sy werk gebruik; (62)

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

(a) goedere of voertuie deursoek;

(b) persone deursoek en hulle, indien nodig, aanhou;

(c) oor wagte toesig hou of hulle beheer;

(d) die gang van persone of voertuie deur kontrolepunte of hekke kontroleer aanteken of daarvoor verslag doen; en van wie ook vereis kan word om enige van of al die pligte van 'n wag uit te voer; (52)

(51) "skofopsigter" 'n werknemer wat, onder toesig van 'n voorman of assistent voorman, aan die hoof staan van die skofwerkers in 'n afdeling of seksie van 'n bedryfsinrigting waarin twee of drie skofte per dag gewerk word; (54)

(52) "skofwerker" 'n werknemer wat skofwerk verrig in 'n werksaamheid in 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte op nie meer as ses dae per week gewerk word nie; (55)

(53) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie en wat ontwerp of ingerig is om deur 'n motorvoertuig getrek te word, en dit sluit 'n drastel in; (59)

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

(55) "swaar motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (27)

(56) "swaar motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuig-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (28)

(57) "trekker" 'n motorvoertuig ontwerp of ingerig hoofsaaklik om ander voertuie mee te trek en nie om 'n vrag daarop te dra nie; (58)

(58) "ultraswaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuig-massa of die bruto kombinasie-massa 25 000 kg oorskry; (64)

(59) "uurloon", uitgesonderd in die geval van 'n los werknemer, die werknemer se weekloon gedeel deur die getal gewone weeklikse werkure en in die geval van 'n los werknemer beteken dit, behoudens klousule 3 (1) (b) (ii), die loon wat aan hom vir daardie dag betaalbaar is, gedeel deur die gewone werkure deur hom op daardie dag gewerk, of deur die gewone werkure, welke ook al die kortste tydperk is; (29)

(49) "paid holiday" means New Year's Day (or the succeeding Monday whenever New Year's Day falls on a Sunday), Good Friday, Ascension Day, Republic Day, Day of the Vow and Christmas Day; (4)

(50) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (54)

(51) "qualified" in relation to an employee, means that the experience of the employee in his class entitles him to the highest wage rate prescribed for such class, and, conversely, "unqualified" means that his experience does not entitle him to such highest rate; (17)

(52) "security guard" means an employee who is engaged in any one or more of the following duties:

(a) Searching goods or vehicles;

(b) searching persons and if necessary, restraining them;

(c) supervising or controlling watchmen;

(d) controlling, recording or reporting on the movement of persons or vehicles through check points or gates

and who may be required to perform any or all of the duties of a watchman; (50)

(53) "semi-trailer" means a trailer without a front axle and designed or adapted to rest on and be drawn by a truck-tractor; (28)

(54) "shift supervisor" means an employee who under supervision of a foreman or assistant foreman, is in charge of the employees on a shift in an establishment or part of an establishment in which two or three shifts per day are worked; (51)

(55) "shift-worker" means an employee who is engaged on shift-work in an activity in an establishment or part of an establishment in which two or three consecutive shifts per day on not more than six days per week are worked; (52)

(56) "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; (24)

(57) "storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or open stockyard or delivering goods from a store or warehouse or open stockyard to the consuming departments or for despatch; (see "clerk") (33)

(58) "tractor" means a motor vehicle, designed or adapted mainly to pull other vehicles and not to carry any load; (57)

(59) "trailer" means a vehicle which is not self-propelled but designed or adapted to be drawn by a motor vehicle, and includes a dolly; (53)

(60) "trainee" means an employee, other than an apprentice, to whom training is being provided in terms of the Manpower Training Act, 1981, in a trade designated or deemed to have been designated in terms of that Act; (25)

(61) "travelling representative" means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (48)

(62) "travelling representative's assistant" means an employee who accompanies a travelling representative and assists him in packing, unpacking or displaying his samples and who may drive the motor vehicle used by the travelling representative in the performance of his duties; (49)

(63) "truck-tractor" means a 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)

(64) "ultra heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 25 000 kg; (58)

(65) "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 to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received if he had not been employed on such a basis; and "weekly wage" has a corresponding meaning; (30)

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

(61) "versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, massameting, verpakking, merk, adresseer of versending van goedere of pakkette; (kyk "klerk") (12)

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

(63) "voerspanmotor" '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; (63)

(64) "wag" 'n werknemer, uitgesonderd 'n sekuriteitswag, wat een 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 meer van die pligte in (a) bedoel; (66)

(65) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van sodanige werknemer gewoonlik val; (67)

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

(a) Blikke aanmekeer sit;

(b) houtkratte en dergelike houers vir verpakkings- en versendingsdoeleindes aanmekeer sit;

(c) 'n ambagsman behulpsaam wees, uitgesonderd deur die selfstandige gebruik van gereedskap;

(d) op afleweringvoertuie behulpsaam wees, uitgesonderd die voertuie dryf of herstel;

(e) baal of in verpakkingsmateriaal toedraai vir vervoer;

(f) bale, kiste of ander houers vasbind of vasgespe;

(g) met die hand ru-stukke sny en massameet volgens vasgestelde standaard;

(h) meubels of kombuisgerei skoonmaak;

(i) skoonmaak of was, uitgesonderd voerings met 'n masjien skoonmaak;

(j) gevormde goedere met die hand skoonmaak, afspons of poleer;

(k) papier of karton sny of perforeer;

(l) rubber of rubbermengsels uit die baal met die hand fyn sny;

(m) boodskappe, briewe of goedere te voet of per fiets of ander nie-kragaangedrewe voertuig aflewer of afhaal;

(n) tenks of houers met die hand leegmaak;

(o) masjiene of vervoerbande voer of daarvan afneem, uitgesonderd meule voer of daarvan afneem;

(p) blikke, kartonhouers, dromme of flesses met die hand vul, massameet of etiketteer;

(q) tuinwerk, dws. plant, spit, hark, grassny, onkruid verwyder, natmaak, heinings sny of tuinstowwe spreid of meng;

(r) goedere of artikels met die hand of met 'n krag-maar voetgangerbeheerde voertuig optel, dra, verplaas, uitpak of opstapel;

(s) op- of aflaa, uitgesonderd die op- of aflaa van perse;

(t) metaalhouers met 'n masjien maak;

(u) vure maak of stook (uitgesonderd in 'n stoomketel), vullis of as verwyder of afval- of beskadigde materiaal verbrand;

(v) tee of dergelike verversingsdranke vir werkgewers, gaste of werknemers maak of aan hulle bedien;

(w) massameet volgens voorafgestelde massameter of meet volgens vasgestelde maat;

(x) deure of kiste, dromme, bale of ander pakkette oop- of toemaak;

(66) "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)

(67) "week" means, in relation to an employee, the period of seven days within which the working week of that employee ordinarily falls; (65)

(B) IN THE LATEX SECTION OF THE INDUSTRY—

(68) "grade I employee" means an employee who, in addition to the duties listed in subclause (22), is engaged in any one or more of the following duties or capacities and performing the duties related to such capacities:

(a) Assembler—fitting rubber teats to plastic parts to form baby soothers or fitting hard rubber or plastic nozzles to rubber syringes;

(b) beader—rolling the open end of dipped goods to form a ring of rubber;

(c) emblem marker—putting a trade mark or message on dipped goods by means of a printing machine or by rubber stamping or stencilling by spray gun;

(d) feeding or taking off from a machine for the dipping, drying or curing of dipped goods;

(e) filling, levelling off, closing, stripping or spraying moulds or putting moulds into or removing them from curing ovens in the production of foam products;

(f) packer—packing and counting such packed goods;

(g) punching holes in metal or plastic by machine;

(h) repairing, combining or taping foam products;

(i) sieving latex;

(j) sorter—classifying or sorting products, other than foam products by means of low pressure compressed air, or examining products for defects;

(k) stripping dipped goods from formers or moulds or turning such goods inside out;

(l) tester—testing products by means of low pressure compressed air or examining products for defects;

(m) transferring foam from maturing tanks to feeding tank;

(n) trimming glove cuffs by machine;

(o) wrapper—wrapping products in pre-cut paper or aluminium foil; (68)

(69) "grade II employee" means an employee who is engaged in any one or more of the following duties or capacities and performing the duties related to such capacities:

(a) Assembling orders from written instructions or order forms;

(b) assistant to operator of a machine for splitting or slitting cured rubber thread or strips;

(c) ball mill attendant—filling the containers of a ball mill, stopping and starting the mill and who may assemble, measure or mass-measure ingredients for milling;

(d) cutting foam to template by power-driven hand-directed machine;

(e) foam mould cleaner—cleaning moulds for foam products by sandblasting;

(f) mould maker—making moulds by mixing plaster of paris and water and pouring the resultant paste into or onto forms;

(g) operating a foaming machine;

(h) operating an office duplicating, addressing, franking or numbering machine; (69)

(70) "grade III employee" means an employee who is engaged in any one or more of the following duties or capacities and performing the duties related to such capacities:

(a) Assistant to an operator of an extruding and vulcanising machine;

(b) foam sorter—sorting foam products and rejecting obviously defective products;

(y) 'n nie-kragaangedrewe of 'n elektriese hystoestel bedien;

(z) artikels van dieselfde grootte en getal in houters plaas wat spesiaal gemaak is om hulle te bevat;

(aa) skuim in drooggoonde plaas of daaruit verwyder;

(ab) klaargemaakte karton- of veselborddose of soortgelyke houters met die hand opstel;

(ac) artikels of afval sorteer of baal;

(ad) kiste, bale of ander pakkette sjabloneer, etiketteer of merk;

(ae) vuur van 'n stoomketel stook, hark, krap of uithaal;

(af) skuimlae of vorms vir skuim met die hand regsny;

(ag) rubber- of ander stempels gebruik waar daar geen diskresie vereis word nie;

en daarbenewens—

(i) in die Latex-seksie, die pligte in subklousule (69) vermeld;

(ii) in alle seksies uitgesonderd die Latex-seksie, die pligte in subklousule (73) vermeld; (22)

(67) "wet" ook die gemene reg. (33)

(B) IN DIE LATEX-SEKSIE VAN DIE NYWERHEID—

(68) "werknemer, graad I", 'n werknemer wat, benewens die pligte in subklousule (66) vermeld, een of meer van die volgende pligte uitvoer of in een of meer van die volgende hoedanighede werksaam is en die pligte daaraan verbonde uitvoer:

(a) Monteur—rubbertepels aan plastiekdele heg om babafopspenstjies te vorm, of harderubber- of plastiekspuitsukke aan rubberspuite heg;

(b) spanrandmaker—oop ente van ingedoopte goedere rol om 'n rubberring te vorm;

(c) embleemmerker—'n handelsmerk of boodskap op ingedoopte goedere plaas deur middel van 'n drukmasjien of rubberstempels, of sjablonering met 'n sproeispuut;

(d) 'n masjien voer of daarvan afneem vir die indoop, droogmaak of vulkanisering van ingedoopte goedere;

(e) vorms vul, gelykmaak, toemaak, afstroop of bespuut of vorms in verhardingsgoonde plaas of daaruit haal in die produksie van skuimprodukte;

(f) verpakker—goedere verpak en sodanige goedere tel;

(g) gate met 'n masjien in metaal of plastiek pons;

(h) skuimprodukte herstel, saamvoeg of met 'n band vasmaak;

(i) latex sif;

(j) sorteerder—produkte klassifiseer of sorteer, uitgesonderd skuimprodukte, deur middel van saamgeperste lug onder lae druk, of wat produkte vir foute ondersoek;

(k) ingedoopte goedere van vormers of vorms afstroop of sulke goedere omdop;

(l) toetsers—produkte deur middel van saamgeperste lug onder druk toets of wat produkte vir foute ondersoek;

(m) skuim van 'n insuurtenk na 'n voertenk oorplaas;

(n) 'n masjien vir die afwerking van handskoenomslae bedien;

(o) toedraaier—produkte in vooraf gesnyde papier of bladaluiminium toedraai; (68)

(69) "werknemer, graad II", 'n werknemer wat een of meer van die volgende pligte uitvoer of in een of meer van die volgende hoedanighede werksaam is en die pligte daaraan verbonde uitvoer:

(a) Bestellings volgens skriftelike opdragte of bestelvorms bymeekaarmaak;

(b) assistent vir die bediener van 'n masjien vir die splitsing of splyting van gevulkaniseerde rubberdraad of -stroke;

(c) koeëlmeulbediener—houters van 'n koeëlmeul vul, die meul afskakel en aan die gang sit, en die bestanddele vir die maalwerk kan bymeekaarmaak, meet of massameet;

(d) skuim met 'n handbeheerde kragmasjien volgens leipatroon sny;

(e) skuimvormskoonmaker—vorms vir skuimprodukte skoonmaak deur rondstraling;

(f) vormmaker—vorms maak deur gips en water te meng en die pasta in of op vorms te gooi;

(c) oiling or greasing machinery or vehicles;

(d) operating—

(i) a circular loom for making hose jackets;

(ii) a latex dipping machine;

(iii) a machine for splitting or slitting cured rubber thread or strips;

(e) products distributor—receiving foam products from sections of an establishment and distributing such products within the establishment;

(f) twisting or winding yarn onto bobbins, cones or cheeses; (70)

(71) "grade IV employee" means an employee who is engaged in the following capacity and performing the duties related to such capacity or engaged in any one or more of the following duties:

(a) Canteen cook—cooking or otherwise preparing meals for employees for consumption in an establishment;

(b) operating—

(i) an extruding and vulcanising machine;

(ii) a machine for covering rubber yarns with textile yarns;

(iii) a machine for rubberising the inside of hoses; (71)

(C) IN ALL SECTIONS OF THE INDUSTRY, OTHER THAN THE LATEX SECTION—

(72) "grade I employee" means an employee who, in addition to the duties or capacities listed in subclause (22), is engaged in any one or more of the following duties:

(a) Coiling extrusions into trays;

(b) cutting extruded sections by hand;

(c) debearing by hand;

(d) sieving or drying chemicals, buffings or grindings;

(e) stripping outer cloth from hose by machine;

(f) transferring rubber or fabric into liners;

(g) winding, rewinding, reboxing, joining or cleaning liners;

(h) withdrawing mandrels from hose or other products;

and includes an employee [other than any class of employee specifically mentioned in Part (C) of this clause] who assists in any capacity or duty classified in grades II to VII, inclusive; (72)

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

(a) Attending a vulcaniser;

(b) buffing, covering or solutioning tennis ball cores;

(c) buffing goods by hand or on an abrasive wheel or belt;

(d) buffing or punching out tennis ball cups;

(e) cleaning and/or lubricating mandrels and/or operating a mandrel straightening machine;

(f) counting articles;

(g) cutting bales of rubber by machine;

(h) dipping, flapping or traying in making tennis balls;

(i) duck slitting machine assistant;

(j) edging cloth or setting cloth in packs for tennis balls;

(k) feeding compounded rubber into a calender machine;

(l) grading machine operator for vee belts;

(m) grinding scrap by machine;

(n) joining cured cord by hand;

(o) jointing and/or lubricating flexible mandrels;

(p) operating—

(i) a machine for internal or external spiral armouring of hose;

(ii) a non-power-driven press;

(iii) an office duplicating, addressing, franking or numbering machine;

(iv) a tennis ball cup, core or cloth press;

(v) a textile hose braiding machine;

(q) outer cloth wrapping of hose by machine;

(r) preparing metal parts, wheels and/or rollers for rubber bonding;

(g) 'n skuimmasjien bedien;

(h) 'n kantoorafrol-, adresseer-, frankeer- of -nommermasjien bedien; (69)

(70) "werknemer, graad III", 'n werknemer wat een of meer van die volgende pligte uitvoer of in een of meer van die volgende hoedanighede werksaam is en die pligte daaraan verbonde uitvoer:

(a) Assistent vir 'n bediener van 'n uitdruk- en vulkaniseermasjien;

(b) skuimsorteerder—skuimprodukte sorteer en klaarblyklik defektiewe produkte afkeur;

(c) masjinerie of voertuie olie of smeer;

(d) bedien van—

(i) 'n sirkelweefstoel vir die maak van rubberslangmantels;

(ii) 'n latex dompelmajjien;

(iii) 'n masjien vir die splitsing of splyting van gevulkaniseerde rubberdraad of stroke;

(e) produkteverspreider—skuimprodukte van seksies van 'n bedryfsinrigting ontvang en sodanige produkte binne die bedryfsinrigting versprei;

(f) garing opdraai of om tolle, keëls of kaastolle draai; (70)

(71) "werknemer, graad IV", 'n werknemer wat in die volgende hoedanigheid werksaam is en die pligte daaraan verbonde uitvoer of wat een of meer van die volgende pligte uitvoer:

(a) Eethuiskok—maaltye vir werknemers gaarmaak of andersins berei vir verbruik in 'n bedryfsinrigting;

(b) bedien van—

(i) 'n uitdruk- en vulkaniseermasjien;

(ii) 'n masjien wat rubbergaring met tekstielgaring bedek;

(iii) 'n masjien wat die binnekant van rubberslange rubberiseer; (71)

(C) IN ALLE SEKSIES VAN DIE NYWERHEID UITGESONDERD DIE LATEX-SEKSIE—

(72) "werknemer, graad I", 'n werknemer wat benewens die pligte of hoedanighede in subklousule (68) vermeld, een of meer van die volgende pligte uitvoer:

(a) Uitdruksels in panne oprol;

(b) uitgedrukte seksies met die hand sny;

(c) spanrande met die hand verwyder;

(d) chemikalieë, afwerksels of maatsels sif of droogmaak;

(e) doekomhulsel met 'n masjien van rubberslange afstroop;

(f) rubber of doek in voerings oorplaas;

(g) voerings opdraai, heropdraai, herbekis, las of skoonmaak;

(h) drewels uit rubberslange of ander produkte verwyder;

en omvat dit 'n werknemer, uitgesonderd enige klas werknemer wat uitdruklik in Deel (C) van hierdie klousule genoem word, wat behulpsaam is by enige werksaamheid of plig wat in grade II tot en met (VII) ingedeel is; (72)

(73) "werknemer, graad II", 'n werknemer wat in een of meer van die volgende pligte uitvoer:

(a) 'n Vulkaniseerder bedien;

(b) tennisbalkerns afwerk, oortrek of met rubberlym bestryk;

(c) goedere met die hand of op 'n skuurwiel of -bank afwerk;

(d) tennisbaldoppe afwerk of uitpons;

(e) drewels skoonmaak en/of smeer en/of 'n drewelrigmasjien bedien;

(f) artikels tel;

(g) rubberbale met 'n masjien sny;

(h) indoop, buitestroke aanbring of panwerk by die maak van tennisballe;

(i) assistent vir 'n masjien wat katoenseildoek splyt;

(j) doek afrand of in pakke regsit vir tennisballe;

(k) gemengde rubber in 'n kalandermasjien voer;

(l) gradeermasjienbediener vir V-bande;

(m) afval met 'n masjien maal;

(n) gevulkaniseerde koord met die hand las;

- (s) pressure testing of hose;
- (t) stripping lead from hose by machine;
- (u) trimming covered tennis balls;
- (v) trimming moulded goods by hand;
- (w) winding yarn or wire (other than hydraulic hose wire) onto bobbins (73)

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

- (a) Assisting on a conveyor belt building table;
- (b) assisting on a hydraulic or pneumatic press having a platen six metres or over;
- (c) bias cutting of fabric to template;
- (d) blending powders and rubber on mills;
- (e) building up vee belts;
- (f) chalking and blowing on hose tubes;
- (g) cutting hose fabric or cover stock by hand;
- (h) cutting or grinding on a lathe (other than rollers);
- (i) cutting out cured units by hand;
- (j) drying or shrinking material on steam or electrically heated drier;
- (k) feeding hoppers of internal mixing mills;
- (l) hand wrapping of curved radiator hoses;
- (m) hose jointing or splicing;
- (n) making vacuum hose;
- (o) masticating, sheeting out, warming, cracking or breaking rubber on mills;
- (p) melton cloth spreading;
- (q) oiling or greasing machinery or vehicles;
- (r) operating—
 - (i) a chalking machine;
 - (ii) a continuous vulcaniser unit for conveyor belting;
 - (iii) a doubling machine;
 - (iv) a dough or solution mixing machine;
 - (v) an extruding machine in making tennis balls;
 - (vi) any power-driven machine not specifically mentioned in Part (C);
- (vii) a refiner;
- (viii) a repetition machine (including sole and heel punching, gasket punching, punching rubber discs, cutting washers and cutting with a guillotine machine)
- (ix) sand or shot blasting machine;
- (s) patching or repairing finished vulcanised articles;
- (t) punching melton cloth on clicker;
- (u) repetition building-up work (including applying rubber or solution to metal parts preparatory to moulding or to roller spindles);
- (v) sanding sheet rubber by machine;
- (w) trimming rubber articles by machine;
- (x) vacuum moulding;
- (y) winding hydraulic hose wire onto bobbins; (74)

(75) "grade IV employee" means an employee who is engaged in any one or more of the following duties or capacities and performing the duties related to such capacities:

- (a) Building bladders or five finger gloves by hand;
- (b) building drum built belts;
- (c) canteen cook—cooking or otherwise preparing meals for employees for consumption in an establishment;

- (o) buigsame drewels las en/of smeer;
- (p) bediening van—
 - (i) 'n masjien vir die binne- en buitespiraalpantsering van rubberslange;
 - (ii) 'n nie-kragpers;
 - (iii) 'n kantoorafrol-, -adreseer-, -frankeer- of -nommermasjien;
 - (iv) tennisbaldoppe, -kerns of -doek pers;
 - (v) 'n rubberslagtekstielomvlegmasjien;
 - (q) rubberslange met 'n masjien buite-om met doek toedraai;
 - (r) metaalonderdele, -wiele en/of -rollers vir rubberverbinding voorberei;
 - (s) druktoetsing van rubberslange;
 - (t) lood met 'n masjien van rubberslange afstroop;
 - (u) oorgetrekte tennisballe afwerk;
 - (v) gevormde goedere met die hand afwerk;
 - (w) garing of draad (uitgesonderd hidrouliese rubberslagdraad) op tolle opdraai; (73)
- (74) "werknemer graad III" 'n werknemer wat in een of meer van die volgende pligte uitvoer:
 - (a) Assistent vir vervoerbandboutafel;
 - (b) behulpsaam wees in die bediening van 'n hidrouliese of lugpers met 'n drukplaat van ses meter en langer;
 - (c) skuinssny van doek volgens leipatroon;
 - (d) poeiers en rubber op meule meng;
 - (e) V-bande opbou;
 - (f) kalk- en blaaswerk aan rubberslange;
 - (g) rubberslangdoek of -oortrekmateriaal met die hand sny;
 - (h) op 'n draaibank (uitgesonderd rollers) sny of maal;
 - (i) ge vulkaniseerde eenhede met die hand uitsny;
 - (j) materiaal op 'n stoom- of elektries verhitte droër droogmaak en/of krimp;
 - (k) tregters van binnemengmeule voer;
 - (l) geboë verkoelerslange met die hand toedraai;
 - (m) rubberslange las of splits;
 - (n) vakuumslange maak;
 - (o) rubber op meule plastiseer, uitrol, verwarm, kraak of breek;
 - (p) meltondoek uitsprei;
 - (q) masjinerie of voertuie olie of smeer;
 - (r) bediening van—
 - (i) 'n kalkmasjien;
 - (ii) 'n deurlopende vulkaniseereenheid vir vervoerbande;
 - (iii) 'n verdubbelingsmasjien;
 - (iv) 'n pap- of rubberlymmengmasjien;
 - (v) 'n uitdrukmasjien by die maak van tennisballe;
 - (vi) enige kragmasjien wat nie uitdruklik in Deel (C) genoem word nie;
 - (vii) 'n raffineermasjien;
 - (viii) 'n herhalingswerkmassjien (met inbegrip van sole en hakke pons, pakking pons, rubberskywe pons, wasters sny en met 'n guillotinemasjien sny;
 - (ix) 'n sandstraal- of haelspuitmasjien;
 - (s) klaar ge vulkaniseerde artikels lap of herstel;
 - (t) meltondoek op 'n uitsnyer pons;
 - (u) herhalingsopbouwerk (met inbegrip van die aanbring van rubber of rubberlym op metaalonderdele voor vorming of op rolspille);
 - (v) plaatrubber met 'n masjien afskuur;
 - (w) rubberartikels met 'n masjien afwerk;
 - (x) vakuumvorming;
 - (y) hidroulieserubberslangdraad op tolle opdraai; (74)

- (d) conveyor or transmission belt splicing;
 - (e) feeding cloth into calender for coating;
 - (f) operating—
 - (i) a bias cutting machine;
 - (ii) a continuous vulcaniser for vee belts and profiles;
 - (iii) a drum wrapping machine for vulcanising;
 - (iv) a fabric spreading machine;
 - (v) a hydraulic or pneumatic press having a platen under six metres long;
 - (vi) an internal mixing mill;
 - (vii) a machine for making or applying rubber cover to reinforced hose over five metres long;
 - (viii) a machine for splitting cured sheet rubber;
 - (ix) a plant for the continuous manufacture of hose;
 - (x) a wire braided hydraulic hose braiding machine;
 - (g) precision blank preparation by preforming methods;
 - (h) rubber to metal worker;
 - (i) slabbing sheet rubber to gauge; (75)
- (76) "grade V employee" means an employee who is engaged in any one or more of the following duties:
- (a) Examining semi-processed or finished products in accordance with predetermined standards;
 - (b) inspecting and repairing vulcanised conveyor belts;
 - (c) making reinforced hose by hand;
 - (d) making truly endless flat transmission belts;
 - (e) mass-measuring and assembling ingredients into batches for mixing;
 - (f) operating—
 - (i) a duck slitting machine;
 - (ii) an extruding machine;
 - (iii) an open mixing mill;
 - (iv) a spreading machine for the proofing trade;
 - (g) precision building, cutting, grinding, buffing or polishing rollers on a lathe; (76)
- (77) "grade VI employee" means an employee who is engaged in any one or more of the following duties:
- (a) Cutting or slitting cured transmission and/or conveyor belt-ing;
 - (b) operating—
 - (i) a calender machine;
 - (ii) a conveyor belt building machine;
 - (iii) a hydraulic or pneumatic press having platen six metres and over;
 - (iv) an automatic batch-off machine;
 - (c) setting up and controlling plant for the continuous manufacture of hose; (77)
- (78) "grade VII employee" means an employee who is engaged in any one or more of the following duties:
- (a) Operating—
 - (i) a lead press;
 - (ii) a multi-headed drill for suction press rollers;
 - (b) setting up and controlling a continuous vulcanising unit, for extruded profiles in conjunction with an extruder, or for conveyor belts. (78)

(75) "werknemer graad IV" 'n werknemer wat in een of meer van die volgende pligte uitvoer of in een of meer van die volgende hoedanighede werksaam is en die pligte daaraan verbonde uitvoer:

- (a) Blase of vyfvingerhandskoene met die hand maak;
 - (b) trommelgeboude bande opbou;
 - (c) eethuiskok—maaltye vir werknemers gaarmaak of andersins berei vir gebruik in 'n bedryfsinrigting;
 - (d) vervoer- of dryfbande las;
 - (e) doek vir oortrekkwerk in 'n kalendermasjien voer;
 - (f) bediening van—
 - (i) 'n skuinssnymasjien;
 - (ii) 'n deurlopende vulkaniseermasjien vir V-bande en profile;
 - (iii) 'n trommeltoedraaimasjien vir vulkanisering;
 - (iv) 'n doelspreimasjien;
 - (v) 'n hidrouliese of lugpers met drukplaat wat minder as ses meter lank is;
 - (vi) binnemengmeul;
 - (vii) 'n masjien vir die maak en/of aanbring van rubberbedekking aan versterkte rubberslange wat langer as vyf meter is;
 - (viii) 'n masjien vir die splitsing van gevulkaniseerde plaatrubber;
 - (ix) 'n installasie vir die deurlopende vervaardiging van rubberslange;
 - (x) 'n omvlegmasjien wat hidrouliese rubberslange met draad omvleg;
 - (g) presisie-uitsnyvoorbereiding deur voorvormingsmetodes;
 - (h) rubber-op-metaal-werker;
 - (i) rubbervelle volgens vereiste dikte op plate vorm. (75)
- (76) "werknemer graad V" 'n werknemer wat in een of meer van die volgende pligte uitvoer:

- (a) Halfverwerkte of klaar produkte volgens voorafbepaalde standaarde nagaan;
- (b) gevulkaniseerde vervoerbande inspekteer en herstel;
- (c) versterkte rubberslange met die hand maak;
- (d) plat dryfbande sonder ente maak;
- (e) bestanddele massameet en in bondels bymekaarsit vir vermenging;
- (f) bediening van—
 - (i) 'n masjien wat katoenseildoek splyt;
 - (ii) 'n uitdrukmasjien;
 - (iii) 'n oopmengmeul;
 - (iv) 'n spreimasjien vir die digtingsbedryf;
- (g) presisiebou, -sny, -slyp, -skuur of -poleer van rollers op 'n draaibank; (76)

(77) "werknemer, graad VI", 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende pligte uitvoer:

- (a) Gevulkaniseerde dryf- en/of vervoerbande sny of splyt;
- (b) bediening van—
 - (i) 'n kalendermasjien;
 - (ii) 'n masjien wat vervoerbande opbou;
 - (iii) hidrouliese of lugpers met drukplaat van ses meter en langer;
 - (iv) 'n outomatiese lot-afmeetmasjien;
- (c) 'n installasie opstel en kontroleer vir die deurlopende vervaardiging van rubberslange; (77)

(78) "werknemer, graad VII", 'n werknemer wat een of meer van die volgende pligte uitvoer:

- (a) bediening van—
 - (i) 'n Loodpers;
 - (ii) 'n meerkoppige boor vir suigpersrollers;
- (b) 'n deurlopende vulkaniseereenheid opstel en kontroleer, vir uitgedrukte profile, saam met 'n uitdrukker, of vir vervoerbande. (78)

3. REMUNERATION

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

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

	In all areas Per week	
	During the first 12 months after this determination becomes binding	Thereafter
(A) In all sections of the industry:	R	R
Artisan.....	201,23	209,08
Assistant foreman.....	191,77	199,62
Boiler attendant.....	87,23	95,08
Chargehand— the highest wage prescribed in this subclause for the highest class of employee in his charge, plus 5 per cent		
Chauffeur.....	101,31	109,15
Clerk— during the first year of experience.....	100,15	108,00
during the second year of experience.....	120,69	128,54
during the third year of experience.....	142,15	150,00
thereafter.....	162,69	170,54
Driver of— a light motor vehicle.....	101,31	109,16
a medium motor vehicle (articulated).....	121,54	129,39
a medium motor vehicle (rigid).....	116,77	124,62
a heavy motor vehicle (articulated).....	138,69	146,54
a heavy motor vehicle (rigid).....	133,15	141,00
an extra heavy motor vehicle (articulated).....	151,62	159,47
an extra heavy motor vehicle (rigid).....	145,15	153,00
an ultra heavy motor vehicle.....	158,08	165,92
Factory clerk— during the first six months of experience.....	87,23	95,08
during the second six months of experience.....	94,15	102,00
thereafter.....	100,15	108,00
First-aid attendant.....	100,15	108,00
Foreman.....	215,08	222,92
Group leader.....	137,77	145,62
Handyman.....	108,69	116,54
Instructor.....	119,77	127,62
Laboratory assistant.....	118,15	126,00
Maintenance man.....	137,77	145,62
Mobile hoist operator— during the first three months of experience.....	81,23	89,08
thereafter.....	87,23	95,08
Security guard.....	97,15	105,00
Shift supervisor.....	148,62	156,46

3. BESOLDIGING

(1) *Minimum lone.*—(a) Die minimum lone wat 'n werkgever sy werknemers moet betaal, is dié soos in paragrafe (b) of (c) uiteengesit: Met dien verstande dat indien die werkgever vir 'n tydperk van langer as 12 maande maar hoogstens 24 maande altesaam in hierdie nywerheid betrokke is in 'n gebied waarin hierdie vasstelling van toepassing is, sodanige lone met hoogstens 10 persent verminder mag word tydens daardie tydperk, waarna die minimum lone wat in paragrafe (b) en (c) uiteengesit word, betaalbaar word en betaal moet word.

(b) 'n Werkgever moet, behoudens die voorbehoud tot paragraaf (a), aan elke lid van die ondervermelde klasse van sy werknemers, uitgesonderd los werknemers, die minimum lone hieronder uiteengesit, betaal:

	In alle gebiede Per week	
	Gedurende die eerste 12 maande nadat hierdie vasstelling van krag geword het	Daarna
(A) In alle seksies van die nywerheid:	R	R
Ambagsman.....	201,23	209,08
Assistent-voorman.....	191,77	199,62
Bediener van 'n mobiele hystoestel— gedurende die eerste drie maande ondervinding.....	81,23	89,08
daarna.....	87,23	95,08
Chauffeur.....	101,31	109,15
Drywer van 'n— ligte motorvoertuig.....	101,31	109,16
medium motorvoertuig (gelede).....	121,54	129,39
medium motorvoertuig (nie-gelede).....	116,77	124,62
swaar motorvoertuig (gelede).....	138,69	146,54
swaar motorvoertuig (nie-gelede).....	133,15	141,00
ekstra swaar motorvoertuig (gelede).....	151,62	159,47
ekstra swaar motorvoertuig (nie-gelede).....	145,15	153,00
ultra swaar motorvoertuig.....	158,08	165,93
Eerstehulpbediener.....	100,15	108,00
Fabrieksklerk— gedurende die eerste ses maande ondervinding.....	87,23	95,08
gedurende die tweede ses maande ondervinding.....	94,15	102,00
daarna.....	100,15	108,00
Faktotum.....	108,69	116,54
Groepleier.....	137,77	145,62
Instrukteur.....	119,77	127,62
Ketelbediener.....	87,23	95,08
Klerk— gedurende die eerste jaar ondervinding.....	100,15	108,00
gedurende die tweede jaar ondervinding.....	120,69	128,54
gedurende die derde jaar ondervinding.....	142,15	150,00
daarna.....	162,69	170,54
Laboratoriumassistent.....	118,15	126,00
Onderbaas— die hoogste loon wat in hierdie subklousule voorgeskryf word vir die hoogste klas werknemer onder sy beheer, plus 5 persent		
Onderhoudsman.....	137,77	145,62

	In all areas Per week			In alle gebiede Per week	
	During the first 12 months after this determi- nation becomes binding	Thereafter		Gedurende die eerste 12 maande nadat hierdie vasstelling van krag geword het	Daarna
(A) In all sections of the industry:	R	R	(A) In alle seksies van die nywerheid:	R	R
Travelling representative—			Reisende verteenwoordiger—		
during the first year of experience.....	156,23	164,08	gedurende die eerste jaar ondervin- ding.....	156,23	164,08
during the second year of experience....	169,15	177,00	gedurende die tweede jaar onder- vinding.....	169,15	177,00
during the third year of experience.....	182,08	189,92	gedurende die derde jaar ondervin- ding.....	182,08	189,92
during the fourth year of experience..	194,77	202,62	gedurende die vierde jaar ondervin- ding.....	194,77	202,62
thereafter	208,15	216,00	daarna	208,15	216,00
Travelling representative's assistant	101,31	109,15	Reisende verteenwoordiger se assistent	101,31	109,15
Watchman	87,23	95,08	Sekuriteitswag	97,15	105,00
Employee not specifically mentioned			Skofopsigter	148,62	156,46
elsewhere in this subclause	87,23	95,08	Voorman	215,08	222,92
(B) In the latex section of the industry:			Wag	87,23	95,08
Grade I employee—			Werknemer wat nie elders in hierdie subklousule uitdruklik genoem word nie	87,23	95,08
during the first six months of employ- ment with the same employer	70,85	77,77	(B) In die Latex-seksie van die nywer- heid:		
thereafter	78,69	86,54	Werknemer, graad I—		
Grade II employee	81,23	89,08	gedurende die eerste ses maande van sy diens by dieselfde werkgewer	70,85	77,77
Grade III employee—			daarna	78,69	86,54
during the first three months of ex- perience	81,23	89,08	Werknemer, graad II	81,23	89,08
thereafter	86,77	94,62	Werknemer, graad III—		
Grade IV employee—			gedurende die eerste drie maande ondervinding	81,23	89,08
during the first six months of ex- perience	86,77	94,62	daarna	86,77	94,62
thereafter	89,77	97,62	Werknemer, graad IV—		
(C) In all sections of the industry other than the latex section:			gedurende die eerste ses maande ondervinding	86,77	94,62
Grade I employee—			daarna	89,77	97,62
during the first six months of his employment with the same em- ployer	70,85	77,77	(C) In alle seksies van die nywerheid, uitgesonderd die Latex-seksie:		
thereafter	78,69	86,54	Werknemer, graad I—		
Grade II employee	81,23	89,08	gedurende die eerste ses maande van sy diens by dieselfde werkgewer	70,85	77,77
Grade III employee—			daarna	78,69	86,54
during the first three months of ex- perience	81,23	89,08	Werknemer, graad II	81,23	89,08
thereafter	86,77	94,62	Werknemer, graad III—		
Grade IV employee—			gedurende die eerste drie maande ondervinding	81,23	89,08
during the first six months of ex- perience	86,77	94,62	daarna	86,77	94,62
thereafter	89,77	97,62	Werknemer, graad IV—		
Grade V employee—			gedurende die eerste ses maande ondervinding	86,77	94,62
during the first six months of ex- perience	89,77	97,62	daarna	89,77	97,62
during the second six months of ex- perience	94,15	102,00	Werknemer, graad V—		
thereafter	98,77	106,62	gedurende die eerste ses maande ondervinding	89,77	97,62
Grade VI employee—			gedurende die tweede ses maande	94,15	102,00
during the first six months of ex- perience	98,77	106,62	daarna	98,77	106,62
during the second six months of ex- perience	103,62	111,47	Werknemer, graad VI—		
thereafter	108,69	116,54	gedurende die eerste ses maande ondervinding	98,77	106,62
Grade VII employee—			gedurende die tweede ses maande ondervinding	103,62	111,47
during the first six months of ex- perience	108,69	116,54	daarna	108,69	116,54
during the second six months of ex- perience	114,69	122,54	Werknemer, graad VII—		
thereafter	120,69	128,54	gedurende die eerste ses maande ondervinding	108,69	116,54
			gedurende die tweede ses maande ondervinding	114,69	122,54
			daarna	120,69	128,54

(c) *Casual employees.*—Subject to the proviso to paragraph (a), a casual employee shall be paid in respect of the total period worked by him on any day, other than on a paid holiday or Sunday, at a rate of not less than the daily wage prescribed in paragraph (b), read with subclause (4), for an employee who performs the same class of work as the casual employee is required to do, or at a rate of not less than the daily wage or the daily equivalent of the wage actually being paid to such other employee, whichever is the greater amount, plus 15 per cent: Provided that—

(i) for the purposes of this paragraph the expression “such other 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 prescribed for a qualified employee of that class as calculated in terms of subclause (4);

(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, whether he has in that week worked the maximum number of ordinary hours of work applicable to him or less.

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

(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.*—The hourly, daily or monthly wage of an employee shall be calculated as indicated in the definitions of these expressions in clause 2.

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

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

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

(i) 35 cents if the engine capacity of the vehicle does not exceed 1 300 cm³;

(c) *Los werknemer.*—Behoudens die vooreboudsbepaling tot paragraaf (a) moet 'n los werknemer ten opsigte van die totale tydperk deur hom op enige dag gewerk, uitgesonderd 'n betaalde vakansiedag of 'n Sondag, betaal word teen 'n tarief van minstens die voorgeskrye dagloon in paragraaf (b) voorgeskryf, gelees met subklousule (4), vir 'n werknemer wat dieselfde klas werk verrig as dié van die los werknemer vereis word of teen 'n tarief van nie minder as die dagloon of die daaglikse ekwivalent van die loon wat werklik aan sodanige ander 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 ander 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) 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 wat by subklousule (1), gelees met die omskrywing “loon” in klousule 2 en met subklousule (3), voorgeskryf word, vir 'n werknemer van sy klas, afgesien daarvan of hy in daardie week die maksimum getal gewone werkure of minder, gewerk het.

(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 vasstelling só uitgelê mag word dat dit 'n werkgever belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrye loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word.

(4) *Loonberekening.*—(a) Die uurloon, dagloon of maandloon van 'n werknemer sal bereken word soos aangedui in die woordskrywings van hierdie uitdrukkings in klousule 2.

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

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

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

(i) 35 sent waar die enjinkapasiteit van die voertuig hoogstens 1 300 cm³ is;

(ii) 40 cents if the engine capacity of the vehicle exceeds 1 300 cm³ but not 1 800 cm³;

(iii) 45 cents if the engine capacity of the vehicle exceeds 1 800 cm³ but not 2 500 cm³;

(iv) 55 cents if the engine capacity of the vehicle exceeds 2 500 cm³.

(6) *Subsistence expenses and allowances.*—(a) In addition to the payment of any other remuneration due to an employee who, in the performance of his duties, is absent from his place of residence and the employer's establishment, an employer shall, in the case of—

(i) *a travelling representative and a travelling representative's assistant*—

(aa) reimburse him all reasonable expenses incurred for meals, tea, coffee or similar beverages where such absence exceeds six consecutive hours but does not extend over a night; or

(ab) reimburse him all reasonable expenses incurred for accommodation as well as meals, tea, coffee or similar beverages, or pay a subsistence allowance of not less than R30 per night to the travelling representative and R18 per night to the travelling representative's assistant, whichever is the greater amount, where such absence extends over one or more nights;

(ii) *a driver*—pay him a subsistence allowance of not less than R5 per night and R3 per meal-time, not exceeding three per day, where such absence extends over one or more nights: Provided that where the employer provides a bed the first allowance may be reduced by not more than R1 per night;

(iii) *an employee accompanying a driver*—pay him a subsistence allowance of not less than R2,50 per night and R3 per meal-time, not exceeding three per day, where such absence extends over one or more nights.

(b) For the purposes of this subclause the expression "night" means the period from 23h00 to 04h00.

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

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

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

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

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

and to enable his employee to comply with such a requirement, the employer shall, before any such journey is undertaken by an employee referred to in subclauses (5) and (6), provide him with a suitable book or forms in or on which to keep the appropriate records: Provided that if an employee is unable to write, his employer shall cause him to be assisted in the framing of his claim.

(8) *Night shift allowance.*—(a) An employer who requires or permits his employee, other than a casual employee, to work night shift shall pay such employee, in addition to his wage, an allowance at a rate of not less than 10 per cent of his hourly wage for each hour or part of an hour worked by such employee on night shift within his ordinary hours of work.

(b) Paragraph (a) shall not apply to a canteen employee, a chauffeur, a first-aid attendant, a security guard, a watchman, an employee referred to in clause 5 (7) (a) or an employee whose attendance is necessary at night in connection with the generation of light or power.

4. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees.*—Save as provided in clauses 3 (7) and 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 in the case of a shift worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the

(ii) 40 sent waar die enjinkapasiteit van die voertuig meer as 1 300 cm³ maar hoogstens 1 800 cm³ is;

(iii) 45 sent waar die enjinkapasiteit van die voertuig meer as 1 800 cm³ maar hoogstens 2 500 cm³ is;

(iv) 55 sent waar die enjinkapasiteit van die voertuig meer as 2 500 cm³ is.

(6) *Onderhoudsuitgawes en -toelaes.*—(a) Benewens die betaling van enige ander besoldiging verskuldig aan 'n werknemer wat by die uitvoering van sy pligte van sy woonplek en sy werkgever se bedryfsinrigting afwesig is, moet sy werkgever, in die geval van—

(i) *'n reisende verteenwoordiger en 'n reisende verteenwoordiger se assistent*—

(aa) hom vir alle redelike uitgawes aangegaan vir etes, tee, koffie of soortgelyke drankte vergoed waar die tydperk van afwesigheid ses ure oorskry maar nie oor 'n nag strek nie; of

(ab) hom vir alle redelike uitgawes aangegaan vir verblyf sowel as etes, tee, koffie of soortgelyke drankte vergoed, of 'n onderhoudstoelaag van minstens R30 per nag aan die reisende verteenwoordiger en R18 per nag aan die reisende verteenwoordiger se assistent betaal, watter ook al die grootste bedrag is, waar die afwesigheid oor een of meer nagte strek;

(ii) *'n drywer*—hom 'n onderhoudstoelaag van minstens R5 per nag en R3 per maaltyd van nie meer as drie per dag nie betaal, waar sodanige tydperk van afwesigheid oor een of meer nagte strek: Met dien verstande dat waar die werkgever 'n bed verskaf die eerste toelaes met nie meer as R1 per nag verminder mag word nie;

(iii) *'n werknemer wat 'n drywer vergesel*—hom 'n onderhoudstoelaag van minstens R2,50 per nag en R3 per maaltyd, van nie meer as drie per dag nie betaal, waar sodanige tydperk van afwesigheid oor een of meer nagte strek.

(b) By die toepassing van hierdie subklousule beteken "nag" die tydperk van 23h00 tot 04h00.

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

(b) 'n Werkgever kan van sy werknemer vereis om elke eis so op te stel dat dit weergee, in die geval van 'n eis ingevolge—

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

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

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

en ten einde aan so 'n vereiste te kan voldoen, moet sy werkgever, voordat enige sodanige reis deur 'n werknemer bedoel in subklousule (5) en (6) onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekening gehou kan word: Met dien verstande dat indien die werknemer nie in staat is om te skryf nie, die werkgever sal toesien dat hy hulp kry om sy eis op te stel.

(8) *Nagskoftoelaes.*—(a) 'n Werkgever wat van sy werknemer, uitgesonderd 'n los werknemer, vereis of hom toelaat om nagskof te werk, moet aan so 'n werknemer, benewens sy loon, 'n toelaes betaal van minstens 10 persent van sy uurloon vir elke uur of deel van 'n uur wat so 'n werknemer nagskof binne sy gewone werkure gewerk het.

(b) Paragraaf (a) is nie van toepassing nie op 'n eethuiswerknemer, 'n chauffeur, 'n eerstehulpbediener, 'n sekuriteitswag, 'n wag, 'n werknemer in 5 (7) (a) bedoel en 'n werknemer wie se teenwoordigheid snags nodig is in verband met die ontwikkeling van lig of krag.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousules 3 (7) en 6 (5) moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer weekliks, tweewekliks of maandeliks in kontant betaal word en met die toestemming van die werknemer per tjek gedurende sy gewone werkure, of binne 15 minute daarna op die bedryfsinrigting se gewone betaaldag vir sodanige werknemer of in die geval van 'n skofwerker op 'n tyd waarvoor sodanige werknemer en sy werkgever ooreengekom het en wat gedurende die

usual pay-day or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or his number on the pay-roll and his class;
- (c) the period in respect of which payment is made;
- (d) the number of ordinary hours of work worked by the employee;
- (e) the number of overtime hours worked by the employee;
- (f) the number of hours worked by the employee on a Sunday or a paid holiday;
- (g) the employee's wage;
- (h) details of any other remuneration arising out of the employee's employment;
- (i) details of any deductions made; and
- (j) the net amount paid to the employee;

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

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

(ii) at the employee's written request the amount due to him may be paid into his building society or bank account by his employer who shall however hand to him 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 other law no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that employee.

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

(5) *Accommodation, meals and rations.*—Subject to any other 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 or to any institution for the benefit of the employee or to an employee's recreational club, if such club is on the employer's premises;

(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) 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:

gewone kantoorure van die bedryfsinrigting moet wees, maar nie later nie as 24 uur na die gewone betaaldag of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde kovert of houer wees waarop, of wat vergesel gaan van 'n staat waarop die volgende 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) dié getal gewone werkure wat die werknemer gewerk het;
- (e) die getal ure wat die werknemer oortyd gewerk het;
- (f) die getal ure wat die werknemer op 'n Sondag of 'n betaalde vakansiedag gewerk het;
- (g) die werknemer se loon;
- (h) besonderhede van enige ander besoldiging wat uit die werknemer se diens voorspruit;
- (i) besonderhede van enige bedrae wat afgetrek is; en
- (j) die netto bedrag wat aan die werknemer betaal word;

en sodanige kovert 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 sodanige kovert of houer of staat aangeteken kan word en welke kode volledig uiteengesit en verduidelik moet word in 'n bygaande kennisgewing of in 'n kennisgewing wat op 'n opvallende plek in die bedryfsinrigting opgeplak gehou moet word wat toeganklik is vir alle werknemers wat daardeur geraak word;

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

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

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

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

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

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

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

(a) Met die skriftelike toestemming van die werknemer, 'n bedrag vir 'n vakansie-, sieke-, mediese hulp-, versekerings-, spaar-, voorsorg- of pensioenfonds of vir ledegeld aan 'n vakvereniging of aan 'n werknemer se ontspanningsklub, indien sodanige klub op die werkgever se perseel is;

(b) behoudens andersluidende bepalinge in hierdie vasstelling, telkens wanneer 'n werknemer om 'n ander rede as die toedoen 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 volgens wet of kragtens 'n bevel van 'n bevoegde hof moet of kan aftrek;

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

	Per week	Per 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 are reduced because of short-time, a deduction not exceeding the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided that—

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

(ii) no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of 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 subparagraph (i) above;

(g) with the written consent of an employee, a deduction towards the repayment of any amount loaned or advanced to him by the employer: Provided that any such deduction shall not exceed one third of the total remuneration due to the employee on the pay-day 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;

Provided that if such employee performs the duties of a security guard or a watchman, the hours referred to in subparagraphs (i) and (ii) may be extended by 2½ and 1½ hours, respectively;

(b) a security guard and a watchman—

(i) 60 in any week from Monday to Saturday, inclusive; and

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

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

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

(c) any other employee—

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

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

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

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

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

(e) wanneer die gewone werkure 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 afrekkings hoogstens een derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;

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

(iii) geen afrekkings in die geval van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens gure weer of 'n onklaarraking van installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om onbruikbaar te word, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

(f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgewer 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 betaling op '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 huisvesting in 'n hostel deur sodanige werknemer bewoon as sodanige woning of hostel deur bemiddeling van sodanige organisasie of liggaam voorsien is geheel of gedeeltelike uit fondse voorgeskiet vir daardie doel deur die Staat of 'n liggaam bedoel in subparagraaf (i) hierbo;

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

5. GEWONE WERKURE, OORTYD EN BETALING VIR OORTYDWERK

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

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

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

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

Met dien verstande dat indien sodanige werknemer die pligte van 'n sekuriteitswag of 'n wag verrig, die ure waarna in paragrawe (i) en (ii) verwys word, onderskeidelik tot 2½ en 1½ uur per dag verleng mag word;

(b) sekuriteitswag en 'n wag—

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

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

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

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

(c) enige ander werknemer—

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

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

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

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

(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) such interval may be reduced to not less than half an hour by written mutual agreement between an employer and his employee;

(b) periods of work interrupted by intervals of less than one hour, except when 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 one 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 driver who during such interval does no work other than being or remaining in charge of the vehicle 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 if 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 shift worker during his ordinary hours of work on any shift, if he is given the opportunity during such hours of having a meal while at his post, unless this is prohibited in terms of any legislation.

(3) *Rest intervals.*—An employer shall grant to his employees, other than an employee employed in a continuous activity, 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 subclause (2), all hours of work of an employee on any day shall be consecutive.

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

(a) a casual employee, three hours on any day;

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

(c) any other class of employee, 10 hours in any week:

Provided further that the limitations contained in paragraph (c) shall not apply in respect of a driver or an employee providing assistance on or accompanying a motor vehicle driven over a distance of more than 480 km in one direction from the point of departure to the destination when the ordinary hours of work of any member of the vehicle staff together with any overtime worked shall not exceed 14 hours on any day.

(6) *Payment for overtime.*—(a) An employer shall pay an employee, other than a casual employee or an employee employed in a continuous activity, 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 the 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 the 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.

(2) *Etenspouses.*—'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 onderling en skriftelik ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort;

(b) werktydperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoudsbepaling (a) of (e) van toepassing is, geag word aaneenlopend te wees;

(c) as sodanige pouse langer as een uur duur, uitgesonderd waar voorbehoudsbepaling (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 word, van 'n werkgewer vereis word om op 'n dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word;

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

(g) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik persele skoonmaak indien sodanige pouse langer as drie uur duur, enige tydperk wat drie uur te bowe gaan, geag word deel van die gewone werkure uit te maak.

(h) sodanige pouse nie aan 'n skofwerker 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 deur enige bepalings van enige wet verbied word.

(3) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke eerste en tweede werktydperk van die dag, aan sy werknemer '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), moet alle werkure van 'n werknemer op 'n dag agtereenvolgend wees.

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

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

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

(c) enige ander klas werknemer, hoogstens 10 ure in 'n week is:

Met dien verstande dat die beperkings in paragraaf (c) vervat nie van toepassing is nie ten opsigte van 'n drywer of 'n werknemer wat hulp verleen op of die motorvoertuig vergesel, wanneer dit oor 'n afstand van meer as 480 km in een rigting vanaf die vertrekpunt na die bestemming gedryf word, wanneer die gewone werkure van sodanige lid van die voertuigpersoneel tesame met enige oortyd wat gewerk is, in so 'n geval hoogstens 14 uur op 'n dag is.

(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 'n derde maal sy uurloon ten opsigte van die totale tydperk aldus deur sodanige werknemer gewerk en wat nie 10 uur in enige week oorskry nie aldus deur sodanige werknemer gewerk;

(ii) een en 'n half maal sy uurloon ten opsigte van die ure wat 10 uur 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) *Savings.* — (a) This clause shall not apply to —

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

(ii) any other class of employee who is in receipt of a regular wage at a rate of —

(aa) *not less than R2 000 per month* in the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, East London, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg and the municipal area of Strand;

(ab) *not less than R1 850 per month* in the Magisterial District of Delmas and the municipal areas of Howick and Newcastle.

(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 chauffeur, a driver or an employee providing assistance on or accompanying a motor vehicle while such vehicle is not at the employer's establishment, a boiler attendant, an employee who stokes, rakes, slices or draws a fire of a boiler or a member of the maintenance staff.

(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 purpose 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 travelling representative and a travelling representative's assistant* who in the performance of his duties has been absent from his place of residence and the employer's establishment for —

(i) *at least three nights per month, on average, 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) *less than three nights per month, on average, and 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 a security guard and a watchman* whose ordinary hours of 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 and 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;*

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

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

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

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

(ii) enige ander klas werknemer wat gereeld 'n loon ontvang —

(aa) *van minstens R2 000 per maand* in die landdrostrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Oos-Londen, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg en die munisipale gebied van Strand;

(ab) *van minstens R1 850 per maand* in die landdrostrik Delmas en die munisipale gebiede van Howick en Newcastle.

(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 nie op 'n chauffeur, 'n drywer of 'n werknemer wat op 'n motorvoertuig hulp verleen of dit vergesel terwyl sodanige voertuig nie by die werkgever se bedryfsinrigting is nie, 'n ketelbediener, 'n werknemer wat die vuur van 'n stoomketel stook, hark, krap of uithaal of 'n lid van die instandhoudingspersoneel.

(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 by die toepassing van subklousule (1) beskou moet word as tyd wat hy gewerk het.

6. JAARLIKSE VERLOF

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

(a) *In die geval van 'n reisende verteenwoordiger en 'n reisende verteenwoordiger se assistent* wat by die uitvoering van sy pligte van sy woonplek en sy werkgever se bedryfsinrigting afwesig is —

(i) *ten minste drie nagte per maand, gemiddeld, en 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) *minder as drie nagte per maand, gemiddeld, en 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) *in die geval van 'n sekuriteitswag of 'n wag* wie se gewone werkure —

(i) *48 in 'n week oorskry* en 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 en 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;*

(c) *in die geval van enige ander werknemer* wat gewoonlik op —

(aa) *hoogstens vyf dae per week werk, 15 agtereenvolgende werkdade;*

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

(2) (a) Die werkgever moet die werknemer ten opsigte van die verlof voorgeskryf by subklousule (1) soos volg betaal:

In die geval van 'n werknemer bedoel in —

(i) subklousule (1) (a) (i) of (1) (b) (i), 'n bedrag van minstens vier maal;

(ii) subclause (1) (a) (ii), (1) (b) (ii) or (1) (c), an amount of not less than three times,

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

(b) An employee who before subclauses (1) (a) (ii) and (1) (b) (ii) became binding had become entitled to a longer period of annual leave than is therein prescribed, shall retain such leave entitlement while employed by the same employer.

(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) any period of 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;

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

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

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

(b) Subclause (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 the 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), (1) (b) (ii) or (1) (c), one fourth, and

(b) subclause (1) (a) (i) or (1) (b) (i), one third,

of the weekly wage he was receiving immediately before the date of such termination: Provided that—

(i) an employer may make a proportionate deduction in respect of any period of occasional leave granted to an employee in terms of proviso (c) to subclause (3);

(ii) an employee who leaves his employment without having given and served the period of notice prescribed in clause 12, shall be entitled to claim payment in terms of this subclause in respect of only such amount of accrued leave money as exceeds the amount he was required to pay his employer in lieu of notice, unless—

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

(ii) subklousule (1) (a) (ii), (1) (b) (ii) of (1) (c), 'n bedrag van minstens drie maal

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

(b) 'n Werknemer wat voordat subklousules (1) (a) (ii) en (b) (ii) in werking getree het, op meer verlof geregtig was as daarby voorgeskryf, behou sodanige verlofgeregtigheid vir solank hy by dieselfde werkgever in diens bly.

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

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

(b) die verloftydperk nie mag saamval nie met—

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

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

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

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

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

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

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

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

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

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

(a) subklousule (1) (a) (ii), (1) (b) (ii) of (1) (c), een kwart, en

(b) subklousule (1) (a) (i) of (1) (b) (i), een derde

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat—

(i) 'n werkgever 'n eweredige bedrag kan aftrek ten opsigte van enige tydperk geleentheidsverlof aan 'n werknemer toegestaan kragtens voorbehoudsbepaling (c) van klousule (3);

(ii) 'n werknemer wat sy diens sonder kennisgewing verlaat en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, geregtig is om kragtens hierdie subklousule betaling te eis ten opsigte van slegs sodanige bedrag opgelope verlofgeld wat die bedrag oorskry wat hy aan sy werkgever sou moes betaal in plaas daarvan om aldus kennis te gee, tensy—

(aa) die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer by beëindiging of voor beëindiging van diens sy werkgever betaal het in plaas daarvan om aldus kennis te gee; of

(ab) in failing to give and serve such notice the employee was acting within his legal rights.

(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 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—

(aa) on 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

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

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

(aa) an employee who, before this determination came into force, 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 came into force 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 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 he shall remunerate his employee in terms of subclause (2) (a) or in terms of paragraph (c) hereof, as the case may be.

(b) Whenever a paid holiday falls on a day which otherwise would be a workday for an employee and such paid 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',

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

(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 in diens is, sy gemiddelde weeklikse besoldiging vir die voorafgaande 13 weke, of indien 'n korter tydperk gewerk is, vir die getal voltooide weke wat aldus gewerk is;

(b) word die uitdrukkings “diens” en “diensteryn” 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

(c) enige tydperk wat 'n werknemer van die werk afwesig is vanweë militêre diens: Met dien verstande dat 'n werknemer nie daarop geregtig is om in 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 in diens was voordat hierdie vasstelling van krag geword het, en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;

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

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

(c) 'n Werknemer wat op die datum waarop 'n bedryfsinrigting sluit of 'n bedrywigheid gestaak word waarin hy werksaam is, nie op die volle tydperk van die jaarlikse verlof voorgeskryf by subklousule (1), geregtig is nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in subklousule (6) uiteengesit, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting aldus sluit of die bedrywigheid aldus gestaak word.

7. SIEKTEVERLOF

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

(a) 'n werknemer wat normaalweg hoogstens vyf dae per week werk, minstens 30 werkdae, en

(b) enige ander werknemer, minstens 36 werkdae,

sick leave 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 a week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;

(ii) if in the first cycle of 36 months of employment, an employee is absent owing to incapacity for longer than the number of days of paid sick leave he is entitled to at the time in terms of subparagraph (i), his employer shall not, at that stage, be required to effect any payment in respect of the excess sick leave taken. However, if he has not previously done so the employer shall at the end of the first cycle of 36 months of employment pay the employee an amount equal to not less than the difference between the sick leave payment made earlier and the employee's wage for the full period of his incapacity, up to a maximum of 30 work-days or 36 work-days, as the case may be. Such compensation shall be effected at the rate of the employee's wage at the commencement of his incapacity: Provided that where the contract of employment terminates before the end of the said first cycle the employee shall be entitled to claim payment from his employer of an amount equal to the difference between the sick leave pay already received and the wage for the full period of his incapacity, but not exceeding payment at a rate of more than one work-day's wage for each completed period of five weeks of employment if the employee worked on not more than five days in a week, or more than one work-day's wage for each completed month of employment if he worked on more than five days in a week, and for the purposes of this proviso the expression "wage" shall mean the wage the employee was receiving at the commencement of his 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 or the work-day immediately succeeding a Sunday or a paid holiday,

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 if an employee has received payment in terms of this clause on two or more occasions during any period of up to eight weeks without producing such a certificate, his employer may, in the next eight weeks require him to produce such a certificate in respect of any length of absence.

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

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

(i) any period amounting in the aggregate, in any 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 period of 12 months' employment, more than four months of such service; and

gedurende elke tydkring van 36 agtereenvolgende maande diens by hom, en moet die werkgever 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 voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(ii) indien 'n werknemer gedurende die eerste 36 agtereenvolgende maande diens weens ongeskiktheid afwesig is vir 'n langer tydperk as die getal dae betaalde siekteverlof waarop hy kragtens subparagraaf (a) geregtig is, is sy werkgever nie op daardie tydperk verplig om hom vir sodanige langer siekteverlof wat geneem is, te betaal nie. Indien die werkgever egter by die verstryking van die eerste kringloop van 36 maande dit nog nie gedoen het nie, dan moet hy aan die werknemer op daardie tydperk 'n bedrag betaal wat nie minder mag wees nie as 'n bedrag gelyk aan die verskil tussen die siekteverlofbetaling reeds gedoen en die werknemer se loon vir die volle tydperk van ongeskiktheid, tot 'n maksimum van 36 werkdag. Sodanige vergoeding moet bereken word teen die werknemer se loonskaal ten tye van die aanvang van sy ongeskiktheid: Met dien verstande verder dat indien die werknemer se dienskontrak voor die verstryking van sodanige eerste kringloop beëindig word, hy daarop geregtig sal wees om betaling van sy werkgever te eis vir 'n bedrag gelyk aan die verskil tussen die siekteverlofbetaling wat hy alreeds ontvang het en sy loon vir die volle tydperk van sy ongeskiktheid, maar teen 'n tarief nie hoër nie as sy loon vir een werkdag vir elke voltooide maand van diens, en by die toepassing van hierdie voorbehoud die uitdrukking "loon" die loon beteken wat die werknemer ten tye van die aanvang van sy ongeskiktheid ontvang het;

(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 voltooide 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 betaalde vakansiedag,

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 by twee of meer geleenthede besoldiging ingevolge hierdie klousule ontvang het gedurende enige tydperk van hoogstens agt weke sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die volgende agt weke onmiddellik van hom mag vereis om so 'n sertifikaat ten opsigte van enige afwesigheid van werk voor te lê.

(3) By die toepassing van hierdie klousule—

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

(i) enige tydperk van altesaam hoogstens 30 weke in 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) 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 employee during such period shall be deemed to have been granted under this determination;

(b) "incapacity" means inability to work owing to any sickness or injury, other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or 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 the 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 law to pay to the employee his full wage.

8. PAID HOLIDAYS AND SUNDAYS

(1) *Compensation for work on a paid holiday.* — (a) Whenever an employee, other than a casual employee, does not work on a paid holiday 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 his daily wage.

(b) Whenever an employee, other than a casual employee, works on a paid holiday his employer shall pay him in respect of that day —

(i) an amount calculated at a rate of not less than double his wage in respect of the total period worked by him on such holiday, or double his daily wage, whichever is the greater; or

(ii) an amount calculated at a rate of not less than one and a third times his hourly wage in respect of the total period 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 his daily wage.

(2) *Compensation for work on a Sunday.* — (a) Whenever an employee, other than a casual employee, works on a Sunday and that day is also a paid holiday, his employer shall compensate him for such work on the basis set out in subclause (1) (b).

(b) Whenever an employee, other than a casual employee works on a Sunday which is not also a paid holiday, his employer shall pay him —

(i) if he so works for not more than four hours, an amount equal to at least his daily wage; or

(ii) if he so works for longer than four hours, an amount calculated at a rate of not less than double his hourly wage in respect of the total period worked by him on such Sunday, or an amount of not less than double his daily wage, whichever is the greater; or

(iii) an amount calculated at a rate of not less than one and a third times his hourly wage in respect of the total period worked by him on such Sunday and grant to 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 his daily wage.

(3) Whenever an employee works for a period which falls —

(a) partly on a paid holiday and partly on a Sunday; or

(b) partly on a paid holiday and partly on an ordinary work-day; or

(c) partly on a Sunday and partly on an ordinary work-day,

he shall for the purposes of this clause be deemed to have worked the whole period on the day on which the major portion of such work period falls.

(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;

(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 Ongevallewet, 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 werkgever bydraes wat minstens gelyk is aan dié van die werknemer, betaal aan 'n fonds of organisasie wat deur die werknemer aangewys is, welke fonds of organisasie 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 kragtens 'n ander wet van die werkgever vereis word om die werknemer sy volle loon te betaal.

8. BETAALDE VAKANSIEDAE EN SONDAE

(1) *Vergoeding vir werk op 'n betaalde vakansiedag.* — (a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, nie op 'n betaalde vakansiedag werk nie en sodanige dag op 'n dag val wat vir hom andersins 'n gewone werkdag is, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag wat nie minder as sy dagloon is nie, betaal.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n betaalde vakansiedag werk, moet sy werkgever hom ten opsigte van daardie dag betaal —

(i) 'n bedrag bereken teen 'n koers van minstens dubbel sy loon ten opsigte van die volle tydsduur wat hy op sodanige vakansiedag werk of dubbel sy dagloon, watter bedrag ook al die grootste is; of

(ii) 'n bedrag bereken teen 'n koers van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydsduur 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 betaal wat nie minder as sy dagloon is nie.

(2) *Vergoeding vir werk op 'n Sondag.* — (a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk en sodanige dag is ook 'n betaalde vakansiedag, moet sy werkgever hom op die grondslag neergelê by subklousule (1) (b), vergoed.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk wat nie 'n betaalde vakansiedag is nie, moet sy werkgever hom —

(i) indien hy hoogstens vier uur werk, minstens 'n bedrag gelyk aan sy dagloon betaal; of

(ii) indien hy langer as vier uur werk, 'n bedrag betaal, bereken teen 'n koers van nie minder nie as dubbel sy uurloon ten opsigte van die volle tydsduur wat hy op sodanige Sondag werk of 'n bedrag gelyk aan minstens dubbel sy dagloon, watter ook al die grootste is; of

(iii) 'n bedrag betaal bereken teen 'n koers van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydsduur wat hy op sodanige Sondag werk en aan hom binne sewe dae na daardie Sondag, een dag verlof toestaan en ten opsigte van sodanige verlof hom 'n bedrag wat nie minder as sy dagloon is nie, betaal.

(3) Wanneer 'n werknemer vir 'n tydperk werk wat —

(a) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n Sondag val; of

(b) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n gewone werkdag val; of

(c) gedeeltelik op 'n Sondag en gedeeltelik op 'n gewone werkdag val,

word hy by die toepassing van hierdie klousule geag op die dag te gewerk het waarop die grootste gedeelte van sodanige werktidperk val.

(4) *Compensation to a casual employee for work on a paid holiday or a Sunday.*—Whenever a casual employee works on a paid holiday or on a Sunday, his employer shall pay him in respect of the total period worked by him on such day an amount calculated at a rate of not less than double his hourly wage prescribed for, or double the lowest hourly wage actually being paid to an employee who performs for him the same class of work as the casual employee is required to do, whichever is the greater amount: Provided that where the employer requires a casual employee—

(a) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "hourly wage" shall mean the hourly wage for a qualified employee of that class as calculated in terms of clause 3 (4);

(b) to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(5) *Payment.*—The 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 immediately after 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.*—This clause, except subclause (1) (a), 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 not less than the wage prescribed in clause 3 (1) for an employee of his class and experience, plus the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay a casual employee, in respect of each day on which piece-work is performed, not less than 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 reflecting the wage and rates referred to in paragraph (a) or he may in lieu thereof supply every employee engaged on piecework with a letter signed by himself, or on his behalf, setting out the said particulars.

(c) An employer shall not require or permit an employee to undertake any work for him solely on the basis of the quantity of work done. Any amount payable to an employee for piece-work in terms of paragraph (a) shall be aside from and in addition to his wage, which shall not be less than the wage prescribed in clause 3 (1) for an employee of his class and experience.

(d) An employer who intends to cancel or amend any piecework 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; and provided further that an employer shall not be required to give a casual employee notice of his intention to introduce any piece-work system or to cancel or amend it.

(2) *Commission work.*—(a) An employee who by agreement with his employer undertakes commission work on a regular basis 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 type, description, number, quantity or value of sales or orders (individual, weekly, monthly or otherwise) which the employer is from time to time prepared to accept;

(4) *Vergoeding aan 'n los werknemer vir werk op 'n betaalde vakansiedag of 'n Sondag.*—Wanneer 'n los werknemer op 'n betaalde vakansiedag of 'n Sondag werk, moet sy werkgever hom ten opsigte van die volle tydskedule wat hy op sodanige dag werk, 'n bedrag betaal bereken teen 'n koers van dubbel die voorgeskryde uurloon vir, of dubbel die laagste werklike uurloon van, 'n werknemer in dieselfde gebied wat vir hom dieselfde klas werk as wat van die los werknemer vereis word, verrig, watter bedrag ook al die grootste is: Met dien verstande dat waar die werkgever van 'n los werknemer vereis—

(a) om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "uurloon" die uurloon vir 'n gekwalifiseerde werknemer van daardie klas beteken, soos bereken ingevolge klousule 3 (4);

(b) om vir 'n tydskedule van minder as vier uur op 'n dag te werk dit gegag word dat hy vier uur gewerk het.

(5) *Vergoeding.*—Die vergoeding 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 vergoeding betaalbaar is. 'n Los werknemer moet vergoed word soos in klousule 4 (2) bepaal.

(6) *Voorbehoudsbepaling.*—Behalwe subklousule (1) (a) is hierdie klousule nie van toepassing nie op 'n werknemer in klousule 5 (7) (a) bedoel.

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 minstens die loon voorgeskryf in klousule 3 (1) vir 'n werknemer van sy klas en ondervinding, plus die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgever, ongeag die hoeveelheid werk wat verrig is, 'n los werknemer, vir elke dag waarop stukwerk verrig word, minstens die bedrag moet betaal 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 loon en tariewe in subklousule (1) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou of hy kan in plaas daarvan elke werknemer wat stukwerk verrig, voorsien van 'n brief wat deur of namens hom onderteken is waarin genoemde besonderhede uiteengesit is.

(c) 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om enige werk vir hom te onderneem slegs op grond van die hoeveelheid werk gedoen nie. Enige bedrag betaalbaar aan die werknemer vir stukwerk kragtens paragraaf (a) sal afgesien van en bykomend by sy loon wees wat nie minder mag wees nie as die voorgeskryde loon in klousule 3 (1) vir 'n werknemer van sy klas en ondervinding.

(d) '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; en voorts met dien verstande dat 'n werkgever nie verplig is om 'n los werknemer kennis te gee van sy voorneme om 'n stukwerkstelsel in te voer of af te skaf of te wysig nie.

(2) *Kommissiewerk.*—(a) 'n Werknemer wat op 'n gereelde grondslag volgens 'n ooreenkoms met sy werk kommissiewerk onderneem, voordat sodanige werk begin, deur sy werkgever voorsien word van 'n ware afskrif van die ooreenkoms of 'n verklaring waarin bepalinge van die ooreenkoms uiteengesit word en wat die volgende 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 of betaalbaar is;

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

(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;

(v) where applicable the area in which the employee is required or permitted to work.

(b) Save as provided in clause 4 (6), the employer shall pay his employee remuneration at not less than the wage and rate of commission agreed upon between them.

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

(d) An employer 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.

(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 or run concurrently with that required to terminate the contract of employment of such employee in terms of clause 12.

10. 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.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer who is required by law to provide his employee with any gumboots, cap, uniform, overall or other protective clothing shall supply and maintain such article in good and clean condition free of charge to the employee, and no such article shall be removed from the premises of the employer except for cleaning, repair or replacement.

(2) An employer who is not required by law to provide his employee with any gumboots, cap, uniform, overall or other protective clothing but who nevertheless requires his employee to wear any such article shall supply and maintain the article in a good and clean condition free of charge to the employee and the article shall remain the property of the employer: Provided that an employer may require an employee to clean his protective clothing himself, in which event the employer shall pay the employee an allowance of not less than R1,15 per week for each week in respect of which the employee is required to wear the article, if the cleaning is done in the employee's own time.

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 notice;

(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) one week's notice, the weekly wage,

the employee is receiving at the time of such termination: Provided that this shall not effect—

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

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

(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 nie later nie as die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is; en

(v) waar van toepassing, die gebied waarin daar van die werknemer vereis word of hy toegelaat word om te werk.

(b) Behoudens klousule 4 (6), moet 'n werkgever sy werknemer minstens die loon en kommissietarief waaroor hulle ooreengekom het, betaal.

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

(d) '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 ingevolge 'n ooreenkoms aangegaan ingevolge paragraaf (a) is afgesien van en bykomend by die loon daarby voorgeskryf.

(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 voorname 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. 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 die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die bevallingsdatum eindig nie.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgever wat volgens wet verplig is om aan sy werknemer enige rubberstewels, pet, uniform, oorpak of ander beskermende klere te verskaf, moet sodanige artikel gratis verskaf en in 'n bruikbare en skoon toestand hou en sodanige artikel mag nie van die werksplek verwyder word nie behalwe vir die skoonmaak, herstel of vervanging daarvan.

(2) 'n Werknemer wat nie ingevolge 'n wet verplig is om aan sy werknemer enige rubberstewels, pet, uniform, oorpak of ander beskermende klere te verskaf nie maar wat nietemin van sy werknemer vereis om sodanige artikel te dra, moet die artikel gratis verskaf en dit in 'n bruikbare en skoon toestand hou, en enige sodanige artikel bly die eiendom van die werkgever: Met dien verstande dat 'n werkgever van 'n werknemer kan vereis om sodanige artikel self skoon te hou, in welke geval die werkgever sodanige werknemer 'n toelae moet betaal van minstens R1,15 per week vir elke week ten opsigte waarvan daar van die werknemer vereis word om sodanige artikel te dra, as die skoonmaak daarvan in die werknemer sy eie tyd geskied.

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 kennis, 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

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

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

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

(3) The notice prescribed in subclause (1) shall be given on any work-day: Provided that the period of notice shall not run concurrently with nor shall notice be given during 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 months' employment with the same employer;

(b) on military service, except where an employee otherwise requests and his employer agrees thereto in writing.

(4) Notwithstanding anything to the contrary contained in this determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that this subclause shall not apply where the employer had waived the required period of notice or if in failing to give and serve the notice the employee was acting within his legal rights.

13. CERTIFICATE OF SERVICE

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

CERTIFICATE OF SERVICE

I,
 carrying on business in the Rubber and Rubber Products Industry 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.

14. LOG-BOOK

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

DAILY LOG

Name of employer
 Name of driver
 Date
 Registration number of vehicle
 Time of starting work

(ac) die werking van 'n verbeuring of boete wat volgens wet 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 werkdag geskied: Met dien verstande dat die kennisgewingstermyn nie mag saamval nie met, en kennisgewing mag nie geskied nie gedurende 'n werknemer se afwesigheid —

(a) met verlof verleen ingevolge klousule 6 of siekteverlof verleen ooreenkomstig klousule 7 of afwesigheid weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), waar sodanige afwesighede 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) Ondanks andersluidende bepalings in hierdie vasstelling, wanneer 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om die vereiste tydperk kennis te gee en uit te dien of sonder om sy werkgever te betaal in plaas van kennis te gee, mag sy werkgever uit enige geld wat hy sodanige werknemer uit hoofde van enige bepalings van hierdie vasstelling skuld, hom 'n bedrag toeëien van hoogstens dit wat die werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat hierdie subklousule nie van toepassing is nie waar die werkgever van die vereiste kennisgewingstermyn afgesien het of indien die werknemer by versuim om sodanige kennis te gee of gedurende die tydperk te werk, binne sy wetlike regte gehandel het.

13. 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 as werkgever in die Rubber- en Rubberproduktenywerheid sake doen 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.

14. LOGBOEK

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

DAAGLIKSE LOG

Naam van werkgever
 Naam van drywer
 Datum
 Registrasienommer van voertuig
 Tyd waarop werk begin word

Breaks:

Fromto

Fromto

Fromto

Time of finishing work

Number of hours worked

Meal interval from to

Particulars of any accident or delay

Name(s) of employee(s) accompanying driver

Signature of driver

Date

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

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

15. ATTENDANCE REGISTER

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

Diensonderbrekings:

Van tot

Van tot

Van tot

Tyd waarop werk beëindig word

Aantal ure gewerk

Etenspouse van tot

Besonderhede van 'n ongeluk of vertraging

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

Handtekening van drywer

Datum

(2) Elke drywer moet in die logboek bedoel in 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 werkgever lewer.

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

15. PRESENSIEREGISTER

(1) 'n Werkgever 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 werkgever 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) doen in die teenwoordigheid van 'n persoon deur die werknemer aangewys, en sodanige inskrywings onderteken.

ATTENDANCE REGISTER

(Name of employee)

(Class of employee)

Entries to be made by employee														Remarks (if any)			
Year		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
Month	Date		Day of week	Off	On	Off	On	Off		On	On	Off	Each day				
1																	
2																	
3																	
4																	
5																	
6																	
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31																	

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.

PRESENSIEREGISTER

(Naam van werknemer)										(Klas van werknemer)									
Inskrywings moet deur werknemer gemaak word										Opmerkings (as daar is)									
Jaar	Maand	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		
Datum	Dag van week		Af	Aan	Af	Aan	Af	Aan		Aan	Af	Elke dag	Elke week						
1																			
2																			
3																			
4																			
5																			
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31																			

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

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

No.	Name and class of employee				
Week ended	19.....				
Day	In	Out	In	Out	Total
Sunday	..h..	..h..	..h..	..h..	..h..
Monday	..h..	..h..	..h..	..h..	..h..
Tuesday	..h..	..h..	..h..	..h..	..h..
Wednesday	..h..	..h..	..h..	..h..	..h..
Thursday	..h..	..h..	..h..	..h..	..h..
Friday	..h..	..h..	..h..	..h..	..h..
Saturday	..h..	..h..	..h..	..h..	..h..

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

(a) record in ink or indelible pencil in the attendance register referred to in subclause (1):

- The day of the week;
- the time he commenced work;
- the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;
- the time of finishing work for the day;
- the time of commencement and termination of overtime worked for the day;
- the total number of hours worked for the day; and
- 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:

- The time he commenced work;
- the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work; and
- 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—

- an employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a);
- a driver and an employee accompanying such driver on a delivery vehicle.

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 431, published under Government Notice R. 1944 of 9 September 1983, as amended by Government Notice R. 387 of 7 March 1986.)

(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 die einde 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 aldus te doen, moet 'n werknemer ten opsigte van elke dag wat hy gewerk het en wel op daardie dag—

(a) in die bywoningsregister bedoel in subklousule (1) met ink of inktlood die volgende aantekens:

- Die dag van die week;
- die tyd waarop hy begin werk het;
- die tyd waarop alle etens- en ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het;
- die tyd waarop werk vir die dag beëindig is;
- die tyd waarop oortyd gewerk vir die dag begin en beëindig is;
- die totale aantal ure op die dag gewerk; en
- sy handtekening;

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

- Die tyd waarop hy begin werk het;
- die tyd waarop alle etens- of ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het; en
- 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—

- 'n werknemer wat uit hoofde van klousule 5 (7) (a) van die werkurebepalings uitgesluit word, en
- 'n drywer en 'n werknemer wat sodanige drywer vergesel.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 431, gepubliseer by Goewermenskennisgewing R. 1944 van 9 September 1983, soos gewysig by Goewermenskennisgewing R. 387 van 7 Maart 1986.)

Keep South Africa clean!

Hou Suid-Afrika skoon!

Use it

Don't abuse



it

water is for everybody

Werk mooi daarmee

Ons leef



daarvan

water is kosbaar

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