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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 435

17 March 1989

WAGE ACT, 1967

WAGE DETERMINATION 459.—SOAP, DETERGENTS, CANDLE AND EDIBLE FATS OR OILS 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 Soap, Detergents, Candle and Edible Fats or Oils 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 Soap, Detergents, Candle and Edible Fats or Oils 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, King William's Town, Kuils River, Middelburg, Paarl, Port Elizabeth, Queenstown, Simon's Town, The Cape, Uitenhage and Wynberg;

Natal.—The Magisterial Districts of Chatsworth, Durban, Inanda, Lower Tugela, Pietermaritzburg, Pinetown and Umvoti;

Orange Free State.—The Magisterial Districts of Bloemfontein, Kroonstad, Viljoenskroon and Welkom;

Transvaal.—The Magisterial Districts of Alberton, Barberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Highveld Ridge, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonia, White River and Wonderboom and the municipal area of Pietersburg.

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 435

17 Maart 1989

LOONWET, 1957

LOONVASSTELLING 459.—SEEP-, SUIWERINGS-MIDDELS-, KERS- EN EETBARE VET OF OLIE NYWERHEID, SEKERE GEBIEDE

In opdrag van die Minister van Mannekrag, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekend gemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Seep-, Suiweringsmiddels-, Kers- en Eetbare Vet of Olie Nywerheid, 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 soos in subklousule (2) vermeld op elke werkgewer in die Seep-, Suiweringsmiddels-, Kers- en Eetbare Vet of Olie Nywerheid soos in subklousule (3) omskryf, en op al sy werknemers in daardie nywerheid: Met dien verstande dat dit nie van toepassing is nie op of in verband staan met—

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

(2) Gebiede:

Kaapprovinsie.—Die landdrosdistrikte Bellville, Die Kaap, Goodwood, King William's Town, Kuilsrivier, Middelburg, Oos-Londen, Paarl, Port Elizabeth, Queenstown, Simonstad, Uitenhage en Wynberg;

Natal.—Die landdrosdistrikte Chatsworth, Durban, Inanda, Lower Tugela, Pietermaritzburg, Pinetown en Umvoti;

Oranje-Vrystaat.—Die landdrosdistrikte Bloemfontein, Kroonstad, Viljoenskroon en Welkom;

Transvaal.—Die landdrosdistrikte Alberton, Barberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Hoëveldrif, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonia, Wit-rivier, en Wonderboom en die munisipale gebied van Pietersburg.

(3) "Soap, Detergents, Candle and Edible Fats or Oils Industry" or "the Industry" means the industry in which employers and employees are associated for the purpose of carrying on any one or more of the following activities:

(a) The expression of oil; and

(b) the preparation, manufacture, bottling, wrapping or packing of bleaching powder, detergents, soap, washing soda or other cleansing agents, candles, household or cooking oils, edible oils or fats;

and includes all operations incidental to or consequent on any of the aforesaid activities but does not include the activities of employers and employees who, in respect of such activities, are subject to the provisions of Wage Determination 384, Fish Processing Industry, Certain Areas, published under Government Notice R. 1482 of 6 July 1979, or Wage Determination 429, Cold Storage, Bacon Curing and Small Goods Manufacturing Industry, Certain Areas, published under Government Notice R. 1670 of 29 July 1983, or any determination published in substitution thereof, unless such activities are incidental to those mentioned in paragraphs (a) and (b) above.

(4) "New employer" means a business newly established in the Industry during the first 12 months of its existing 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 14 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 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—

(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; (72)

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

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

(5) "boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain and draw the fire in such boiler; (25)

(6) "boiler attendant-in-charge" means an employee who, under the supervision of a foreman, is in charge of one or more boiler attendants or more than one boiler in an establishment and who is responsible for the maintenance of the water level and steam pressure in such boilers; (67)

(7) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (35)

(3) "Seep-, Suiweringsmiddels-, Kers-, en Eetbare Vet- of Olienywerheid" of "die Nywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om een of meer van die volgende werksaamhede te verrig:

(a) Die uitpersing van olie;

(b) die bereiding, vervaardiging, bottelering, toedraai of verpakking van bleikpoeier, suiweringsmiddels, seep, wassoda of ander reinigingsmiddels, kerse, huishoudelike of kookolies, eetbare olies of vette;

en dit omvat alle werksaamhede wat met enigen van voornoemde bedrywighede in verband staan of daaruit voortspruit maar dit omvat nie die werksaamhede nie van werkgewers en werknemers wat ten opsigte van sodanige werksaamhede onderworpe is aan die bepalings van Loonvaststelling 384, Visverwerkingsnywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R. 1482 van 6 Julie 1979 of Loonvaststelling 429, Koelkamer-, Spekbereiding- en Kleingoederenywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R. 1670 van 29 Julie 1983, of enige vasstelling wat gepubliseer word ter vervanging daarvan, tensy sodanige werksaamhede bykomend is by dié wat in paragrawe (a) en (b) hierbo genoem word.

(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 tydstip altesaam-meer as 14 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 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. WOORDOMSKRYWINGS

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

(1) "ambagsman" 'n werknemer wat 'n kontrak van vakleerlingskap voltooi het of geag word te voltooi het in 'n ambag wat ingevolge die Wet op Mannekragopleiding 1981, aangewys is of geag word aangewys te wees, of wat in besit is van 'n sertifikaat wat deur die Registrateur van Mannekragopleiding aan hom uitgereik is of geag word uitgereik te gewees het en wat ingevolge daardie Wet ambagsmanstatus aan hom verleen, en enige ander werknemer wat werk doen wat 'n ambagsman in die reël verrig, behalwe waar in hierdie vasstelling uitdruklik anders bepaal word; (2)

(2) "ambagsmanshulp" 'n werknemer, uitgesonderd 'n vakleerling of 'n kwekeling, wat onder die leiding en toesig van 'n ambagsman laasgenoemde bystaan in die uitvoering van take wat nie die opleiding of bedrewenheid van 'n ambagsman vereis nie; (3)

(3) "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; (4)

(4) "betaalde vakansiedag" Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Hemelvaartdag, Republiekdag, Gelofte dag en Kersdag; (60)

(5) "bode" 'n werknemer wat briewe, boodskappe, pakkette, of goedere afhaal, sorteer, versprei of aflewer te voet of deur middel van 'n trapfiets, driewieler, handvoertuig of 'n twee- of driewielmotorfiets, bromponie met 'n enjinkapasiteit van hoogstens 100 cm³ en wat skryfwerk in verband met sodanige afhaling en aflewering kan verrig; (kyk "werknemer graad I") (51)

(6) "bruto kombinasie massa" met betrekking tot 'n motorvoertuig (gelede), die maksimum massa van enige kombinasie van voertuie, met inbegrip van die trekvoertuig en vrag, soos deur die vervaardiger daarvan gespesifiseer of, in die afwesigheid van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (35)

(7) "bruto voertuig massa" met 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; (36)

(8) "chargehand" means an employee who supervises the work of a group of employees and who in addition performs the work of the highest class of the group supervised by him and for the purposes of this definition the expression "highest class" means that class for which the highest weekly wage is prescribed for the area in which the group works: Provided that if the wages are prescribed on a rising scale the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class; (51)

(9) "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, clients or visitors and which may be used for the conveyance of documents or parcels; (8)

(10) "checker" means an employee who, under the supervision of a storeman, is in charge of the loading or unloading of goods and receives, checks, issues or stores goods and who may make relevant entries on vouchers and stock cards; (49)

(11) "chemical technician" means an employee, other than a chemist, who is engaged in chemical work; (10)

(12) "chemical work" means the performance of chemical manipulations, the devising or adjusting of the formulae of substances, or the analytical control of the chemical procession of raw material or semi-manufactured or finished products; (59)

(13) "chemist" means an employee who is engaged in chemical work and who is the holder of a degree in chemistry; (9)

(14) "clerical assistant" means an employee who, under the supervision of a clerk, performs any one or more of the following duties:

- (a) Adding or subtracting, with or without a machine;
- (b) calculating wages;
- (c) determining correct postage by means of mass-measuring or otherwise;
- (d) filing documents according to written instructions or a list in alphabetical or numerical order or according to colour;
- (e) maintaining records of outgoing and incoming mail;
- (f) operating a duplicating, addressing, photostat, copying or lithographic machine other than a typewriter;
- (g) setting or operating a franking machine;
- (h) transferring names and addresses from completed documents to envelopes, labels or circulars in another manner than on a typewriter;
- (i) transferring particulars into registers in another manner than on a typewriter;

and who may generally assist a clerk; (27)

(15) "clerk" means an employee who is engaged in writing, typing, filing, or in any other form of clerical work and includes a cashier, storeman 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; (26)

(16) "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 to and accepted by his employer; (29)

(17) "cook" means an employee who cooks food or prepares meals in a canteen for employees; (see "grade I employee"); (28)

(18) "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; (12)

(19) "day" means the period of 24 hours from midnight to midnight: Provided that 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; (11)

(20) "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; (73)

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

(22) "driver" means an employee, other than a chauffeur or a travelling representative's assistant, who drives a motor vehicle, and for the purposes 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; (14)

(8) "chauffeur" 'n werknemer, uitgesonderd 'n drywer of 'n reisende verteenwoordiger se assistent, wat 'n motorvoertuig dryf wat vir die vervoer van sy werkgewer, klante of besoekers bedoel is en waarmee ook dokumente of pakkette vervoer mag word; (9)

(9) "chemikus" 'n werknemer wat skeikundige werk verrig en wat die houer van 'n graad in skeikunde is; (13)

(10) "chemietegnikus" 'n werknemer, uitgesonderd 'n chemikus, wat skeikundige werk verrig; (11)

(11) "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 dit 'n tydperk van 24 uur gereken vanaf die tydstop waarop so 'n werknemer begin werk het, beteken; (19)

(12) "dagloon" behalwe in die geval van 'n los werknemer, die werknemer se weekloon gedeel deur die getal dae waarop hy gewoonlik werk; (18)

(13) "drastel" 'n sleepwa waarop 'n leunwa rus en wat laasgenoemde in 'n sleepwa omskep; (22)

(14) "drywer" 'n werknemer, uitgesonderd 'n chauffeur, 'n reisende verteenwoordiger se assistent of 'n bode, wat 'n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking " 'n motorvoertuig dryf" alle tydperke wat die drywer dryf en enige tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf; (22)

(15) "eerstehulpman" 'n werknemer 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 Noodhulppliga;

en wat klein wonde of beserings verbind en wat registers kan byhou van die name van werknemers wat behandel is of wat behandeling deur 'n dokter nodig het, die aard van die besering en die behandeling toegepas; (kyk "werknemer graad II") (28)

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

(17) "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; (26)

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

(a) Besonderhede van die inhoud of die onderskeidingsnommers van kartonne, houers of pakkette opskryf of aanteken;

(b) besonderhede van goedere ontvang of uitgereik, nagaan of opteken, of voorraadregisters byhou;

(c) besonderhede van jaarlikse of siekteverlof aanteken;

(d) bywoningsregisters nagaan of besonderhede aanteken van werknemers wat werk of afwesig is van werk of die tyd deur werknemers aan verskillende take bestee;

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

(f) etikette of kaartjies stempel of uitskryf;

(g) fabrieksdokumente liasseer, sorteer, hou of byhou;

(h) in en uit die tale van Swart werknemers tolk of vertaal;

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

(j) lotkaarte, werkkaarte, produksiekaarte of ander fabrieksdokumente met die hand oorskryf;

(k) lotnommers, inhoud of verwysingsnommers van houers gevul of versend, aanteken;

(l) lyste van produksiesyfers maak;

(m) 'n optelmasjien in die loop van sy werksaamhede as 'n fabrieksklerk bedien;

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

(o) voorraadkaarte byhou;

(p) vragbriewe of afleweringsbriewe of verpakkingstrokies uitskryf;

en wat bestellings vir versending onder die toesig van 'n gekwalifiseerde versendingsklerk kan saamstel; (27)

(23) "emergency work" means—

(a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, sabotage, industrial unrest, mass stayaway of employees, 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 working hours;

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

(i) ships;

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

(iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Transport Services; (50)

(24) "experience" means in relation to—

(a) a chemical technician, the total period or periods of employment which an employee has had as a chemical technician in any industry or trade or in the service of a local authority or the State and if such an employee is the holder of a diploma in chemistry obtained through a recognised technical college or university, such diploma shall be deemed to be the equivalent of two years of employment as a chemical technician;

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

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

(d) any other class of employee, the total period or periods of employment which an employee has had in his class in the Industry; (52)

(25) "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; (16)

(26) "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; (17)

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

(a) Checking attendance records or recording particulars of employees at work or absent or the time spent by employees on different tasks;

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

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

(d) filing, sorting, keeping or bringing forward factory documents;

(e) interpreting or translating languages spoken by Blacks;

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

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

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

(i) recording particulars of annual or sick leave;

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

(k) scheduling production figures;

(l) stamping or writing tickets or labels;

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

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

(o) writing out consignment or delivery notes or packing slips;

(p) writing up stock cards;

and who may assemble orders for despatch under the supervision of a qualified despatch clerk; (18)

(19) "faktotum" 'n werknemer, uitgesonderd 'n masjienfaktotum, vakleerling, kwekeling of ambagsmanshulp, wat kleinere herstelwerk of verstellers doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardigingsproses van 'n bedryfsinrigting gebruik word, en wat ook kleiner herstelwerk of opknappings aan geboue kan doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (37)

(20) "gekwaliseerd" 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 'on gekwalifiseerd' dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (64)

(21) "gewone werkure" die werkure soos by klousule 5 (1) voorgeskryf of, indien volgens ooreenkoms tussen 'n werkgever en sy werknemer laasgenoemde korter ure werk, daardie korter ure; (58)

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

(a) Eetbare olie of vet bleik of reukloos maak;

(b) eetbare olies of vette meng;

(c) materiaal sulfoneer of neutraliseer wat nodig is in die vervaardiging van poeier- of vloeibare wasmiddels;

(d) mengvullings vir poeierskoonmaakmiddels voorberei;

(e) 'n gliserienherwinningsinstallasie met verdamper bedien;

(f) 'n installasie bedien wat seep afkook;

(g) olie of vet splits volgens die Twitchell- of dergelike proses;

(h) olie of vette in 'n vakuum bleik vir die maak van seep;

(i) seep meganies droogmaak;

(j) seep- of waspoeier droogmaak deur dit te blaas of dit te spuit;

(k) vergruisings- of uitgooimasjiene bedien;

(l) voorbereiding en uitreiking van vetvullings; (62)

(23) "interne motorvoertuigdrywer" 'n werknemer wat in diens is vir die dryf of bedien van 'n kragaangedrewe mobiele hystoel, virk-hyswa, motorvoertuig, rangeerlokomotief of voorlaaier wat gebruik word vir die laai, aflaai, versit en opstapel van grondstowwe of goedere uitsluitlik binne 'n bedryfsinrigting, en wat daarbenewens die vlak van die olie, brandstof en water kan nagaan en indien nodig, byvul en sodanige voertuig skoonmaak; (41)

(24) "kelner" 'n werknemer wat in 'n eethuis vir werknemers etes bedien of tafels dek of afdek, en wat toebroodjies mag sny en help met die bereiding van maaltye of drankie, maar nie deur dit te kook nie; (sien "werknemer graad III") (82)

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

(26) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en dit omvat 'n kassier, magasynsman, 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; (15)

(27) "klerklike assistent" 'n werknemer wat onder die toesig van 'n klerk een of meer van die volgende pligte uitvoer:

(a) Aantekeninge hou van uitgaande en inkomende pos;

(b) besonderhede in registers oordra op 'n ander manier as met 'n tikmasjien;

(c) die juiste posgeld deur middel van massameting of andersins bepaal;

(d) dokumente volgens skriftelike aanwysings of 'n lys in alfabetiese of numerieke volgorde of volgens kleur liasseer;

(e) lone bereken;

(f) name en adresse vanaf ingevulde dokumente op koeverte, etikette of omsendbriewe oordra op 'n ander manier as met 'n tikmasjien;

(g) 'n dupliseermasjien, adresseermasjien, fotostaat, kopieermasjien of litografiese pers, uitgesonderd 'n tikmasjien, bedien;

(h) 'n frankeermasjien instel of bedien;

(i) optel of aftrek, met of sonder 'n masjien;

en wat algemene bystand aan 'n klerk kan verleen; (14).

(28) "kok" 'n werknemer wat kos kook of maaltye in 'n eethuis vir werknemers voorberei; (sien "werknemer graad I")

(28) "first-aid dresser" means an employee 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 Noodhulpiga;

and who dresses minor wounds or injuries and who may keep records to show the names of employees treated or requiring treatment by a medical practitioner, the nature of the injury and the treatment given; (see "grade II employee") (15)

(29) "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 for the efficient performance by them of their duties; (74)

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

- (a) Assembling barrels for screw presses or similar machinery;
- (b) assisting a process worker with the operation of a continuous soap making plant;
- (c) Attending to soap pans or control-boiling or initiating the graining out process, under the supervision of a foreman or a process worker;
- (d) cook;
- (e) measuring perfumes;
- (f) medical orderly;
- (g) messenger;
- (h) milk souring for margarine manufacture;
- (i) operating a circular saw for cutting woodbox shooks;
- (j) receiving, issuing or storing engineering workshop or special tools;
- (k) tester; (78)

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

- (a) Attending to the mechanical movement of oils, fats, soap, detergents, raw materials or by-products or attending to mechanical conveyors or such-like equipment;
- (b) attending to valves, cocks or pumps;
- (c) checking or recording particulars of output on warehouse receipts;
- (d) driving a power-driven goods elevator except where the stopping and starting of the elevator is controlled automatically;
- (e) first-aid dresser;
- (f) measuring by dip-stick or mass-measuring (other than to a set measure) ingredients for soap, fats or similar preparations;
- (g) operating—
 - (i) a centrifuge;
 - (ii) a glycerine recovery plant without an evaporator;
 - (iii) a power-driven machine used for grinding, sifting, mixing, milling, plodding, cutting, stamping, filling, closing or labelling or for wrapping or cartoning of finished products;
 - (iv) a power-driven machine used for cutting, punching, curling, beading or seaming metal sheets or for sealing metal tins or cans;
 - (v) a power-driven machine used for printing or wiring woodboxes or corrugated cardboard or fibre board boxes;
 - (vi) a power-driven machine used for repairing or stitching overalls or filter cloths;
 - (vii) a power-driven machine used for making cardboard or paper canisters, cartons or bags;
 - (viii) a power-driven machine used for extruding and drawing candles;
 - (ix) a power-driven but pedestrian controlled vehicle used for lifting or moving goods;
- (h) painting drums by means of a spray gun;
- (i) recovering oil from foots, soap-stock or residues;
- (j) setting wicks or clamps, attending to wicks or removing faulty candles;
- (k) winding up or lowering candle machines; (79)

(29) "kommissiewerk" 'n stelsel waarvolgens 'n werknemer bykomende besoldiging ontvang bereken volgens die waarde of volume van verkope of die waarde of getal bestellings wat hy aan sy werkgever voorle en wat sy werkgever aanvaar; (16)

(30) "korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n handelslapse in die nywerheid, 'n tekort aan grondstowwe, 'n onklaarraking van masjinerie of installasie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (kyk "klerk") (68)

(31) "kwekeling" 'n werknemer, uitgesonderd 'n vakleerling, vir wie daar ingevolge die Wet op Mannekragopleiding, 1981, voorsiening gemaak word vir opleiding in 'n ambag wat ingevolge daardie wet aangewys is of geag word aangewys te wees; (75)

(32) "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; (66)

(33) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasieemassa hoogstens 3 500 kg is; (43)

(34) "loon" die bedrag geld wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkeure: Met dien verstande dat as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkeure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken; maar dit mag nie so uitgelê word dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op 'n grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; en "weekloon" het 'n ooreenstemmende betekenis; (80)

(35) "los werknemer" 'n werknemer wat hoogstens drie dae per week by dieselfde werkgever in diens is; (7)

(36) "maandloon" vier en 'n derde maal 'n werknemer se weekloon; (53)

(37) "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 verbruiks-afdeling in 'n bedryfsinrigting of vir versending te lewer; (kyk "klerk") (69)

(38) "masjienbediener" 'n werknemer wat 'n kragmasjien bedien, dit oppas, dit aan die gang sit of stop, wat die werk wat die masjien doen, ondersoek of nagaan, wat geringe lopende verstellings aan die masjien kan maak en wat die masjien kan voer en goed daarvan kan afhaal, en die uitdrukking " 'n masjien bedien" het 'n ooreenstemmende betekenis; (47)

(39) "masjienfaktotum" 'n werknemer, uitgesonderd 'n vakleerling, ambagsmanshulp, faktotum of kwekeling, wat kleinere herstelwerk of verstellings doen aan masjinerie of toerusting wat regstreeks by die vervaardigingsproses gebruik word, maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (45)

(40) "masjienoppasser" 'n werknemer wat 'n kragmasjien oppas met die opdrag om aan die masjienbediener te rapporteer as die masjien verkeerd werk of gaan staan het, en wat—

- (a) die toevoer na sodanige masjien aan die gang kan sit en kan stop, met inbegrip van die aansit en stop van 'n onafhanklike kragvoeder;
- (b) so 'n masjien met die hand kan voer en goed met die hand daarvan kan afhaal;
- (c) die masjien kan stop ingeval dit verkeerd werk as die masjienbediener buite bereik is;

maar wat nie sodanige masjien aan die gang mag sit, weer aan die gang mag sit of enige verstelling daaraan mag maak nie, uitgesonderd reg-streeks in opdrag van die masjienbediener, en die uitdrukking " 'n masjien oppas" het 'n ooreenstemmende betekenis; (46)

(41) "mediese ordonnans" 'n werknemer 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 Noodhulpiga;

en wat, onder die toesig van 'n mediese praktisyn of 'n gekwalifiseerde verpleegster, wonde of beserings behandel of verbind, of medisyne toedien en wat raad kan gee aan werknemers betreffende elementêre sake in verband met higiëne en dieet en wat ook aantekeninge kan byhou betreffende werknemers wat hulle vir behandeling aangemeld het en behandeling en medisyne wat toegedien is; (kyk "werknemer graad I"; (50)

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

- (a) Binding, wiring or strapping boxes, cases or other containers by hand or non-power-driven machine;
- (b) branding, marking or stencilling addresses of consignees on boxes, bags, drums or packages for despatch;
- (c) check mass-measuring of filled containers;
- (d) filling tins, casks, boxes, bottles, canisters or other containers by hand or hand-controlled feed to specified volume or mass where the employee exercises control, or mass-measuring containers;
- (e) greasing or oiling plant, machines or vehicles, including motor vehicles, under supervision;
- (f) inspecting for foreign bodies, torn wrappers, discoloration or other obvious defects, filled or empty containers or other articles before wrapping, closing or packing;
- (g) leading a stacking gang and placing the outer bags or other articles in order to bind the stack;
- (h) making simple records on prepared forms from reading on dials or from mechanical counters;
- (i) melting soap oils by steam process and pumping such oils to tanks;
- (j) minding any power-driven machine;
- (k) operating—
 - (i) a power-driven press, washing machine or hydro extractor;
 - (ii) a power-driven machine used for assembling or nailing wooden boxes;
 - (iii) a power-driven goods elevator where starting and stopping of the elevator is controlled automatically;
 - (iv) a power-driven machine used for cleaning or closing bags;
 - (v) a power-driven machine used for assembling or closing ready-cut corrugated cardboard or fibre board cartons;
- (l) painting drums by hand;
- (m) preparing moulds for fats by folding wrappers into correct shape and placing in containers;
- (n) repairing trays, crates or boxes by hand;
- (o) soldering;
- (p) sorting or distributing mail or delivering or collecting messages or articles on foot or bicycle;
- (q) stamping soap tablets by non-power-driven machine;
- (r) steam heating drums, tanks or pipes;
- (s) waiter; (80)

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

- (a) Affixing printed or ready-addressed labels to wrapping materials, containers or packages by hand;
- (b) assembling boxes or crates from shooks or ready prepared materials by hand;
- (c) assembling or dismantling soap frames, under supervision;
- (d) assisting an artisan, handyman or machine handyman by holding articles or tools or otherwise working with him, other than by the independent use of tools;
- (e) branding, marking or stencilling boxes, bags, drums or packages, other than the duties referred to in item (b) of the definition "grade III employee";
- (f) cleaning by means of an industrial vacuum cleaner;
- (g) cleaning, opening or closing filter presses or removing or replacing frames or filter cloths;
- (h) cutting bar or toilet soap by hand;
- (i) filling tins, casks, bags, bottles or other containers by hand on a non-power-driven machine; filling to a set volume or mass where control is exercised automatically;
- (j) inserting liners, printed matter, discs or rings into lids or tins or other containers or glueing printed matter, other than labels, on containers;
- (k) lime-washing, colour-washing or disinfecting compounds, latrines, outbuildings or similar buildings or structures;

(42) "medium motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (48)

(43) "medium motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuig-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (49)

(44) "militêre diens" 'n tydperk van diens of opleiding kragtens die Verdedigingswet, 1957 (Wet 44 van 1957); (52)

(45) "motorvoertuig" enige selfgedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm³ wat gebruik word vir die vervoer van goedere, en omvat dit ook 'n voorspanmotor, 'n twee- of driewiel-motofiets, en 'n trekker, maar uitgesonderd 'n mobiele hystoestel; (54)

(46) "motorvoertuig (gelede)" 'n kombinasie van voertuie bestaande uit 'n motorvoertuig en 'n leunwa of 'n sleepwa; (55)

(47) "motorvoertuig (nie-gelede)" 'n motorvoertuig uitgesonderd 'n motorvoertuig (gelede); (56)

(48) "nagskof" enige werktidperk waarvan die grootste deel tussen 20h00 en 06h00 val; (57)

(49) "nasiener" 'n werknemer wat, onder die toesig van 'n magasynman, toesig hou oor die laai of aflaai van goedere en goedere ontvang, nasien, uitreik of bêre en wat toepaslike inskrywings op fakture en voorraadkaarte kan maak; (10)

(50) "noodwerk"—

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

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

(c) enige werk in verband met die 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; (23)

(51) "onderbaas" 'n werknemer wat toesig hou oor die werk van 'n groep werknemers en wat daarbenewens die werk doen van die hoogste klas van die groep oor wie se werk hy toesig hou, en vir die toepassing van hierdie woordomskeuring beteken die uitdrukking "hoogste klas" dié klas vir wie die hoogste weekloon voorgeskryf word vir die gebied waarin die groep werk. Met dien verstande dat as die lone op 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" die weekloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word; (8)

(52) "ondervinding" met betrekking tot—

(a) 'n chemietegnikus, die totale tydperk of tydperke wat 'n werknemer werksaam was as 'n chemietegnikus in enige bedryf of in die diens van 'n plaaslike owerheid of die Staat, en indien sodanige werknemer die houër is van 'n diploma in skeikunde wat verkry is van 'n erkende tegniese kollege of 'n universiteit word sodanige diploma geag gelykwaardig te wees aan twee jaar diens as 'n chemietegnikus;

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

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

(d) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Nywerheid werksaam was; (24)

(53) "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 werk nie; (59)

(l) mending bags by hand or sewing bags by hand after they have been filled;

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

(n) packing articles of a uniform size and number into containers specially made to contain such articles; putting containers into cases, cartons or bags not for despatch;

(o) paddling or crutching soap during the boiling or cooling process;

(p) pouring candle material into machines, cutting wicks, removing candles from machines or removing surplus material from top of machine;

(q) removing, emptying, cleaning or replacing sanitary pails;

(r) sorting empty bags for damage or dirt;

(s) straightening bent flanges of containers by hand;

(t) tightening or loosening nuts, bolts or screws by hand tools, under the supervision of an artisan, handyman or machine handyman;

(u) wrapping soap, fats or candles in plain or printed wrappers by hand; (81)

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

(a) Assisting on delivery vehicles, other than driving or effecting repairs; minding vehicles;

(b) breaking down washing soda, sandstone or similar materials by hand or sieving materials by hand;

(c) cleaning, sweeping or washing premises or vehicles, plant, implements, machinery, tools, utensils, containers, furniture, or other articles;

(d) closing wooden, corrugated cardboard or fibre board boxes or cartons, tins, tubes or similar containers by hand;

(e) cooking rations, making tea or similar beverages or serving tea or other refreshments to employees, his employer or visitors, except as referred to in the definition "cook" or "waiter";

(f) discharging salt from glycerine evaporator boxes;

(g) emptying tins, casks, bags, bottles or other containers by hand; or shaking out bags;

(h) feeding materials by hand into elevators, conveyors or process vats, tanks or other vessels;

(i) folding containers or paper, other than as in item (m) of the definition "grade III employee";

(j) gardening work; sweeping roads or paths, cutting down, destroying or removing trees or vegetation or trimming hedges;

(k) guarding road or rail crossings;

(l) lifting, carrying, unpacking, moving or stacking goods or articles by hand, excluding the duties referred to in item (g) of the definition "grade III employee";

(m) loading or unloading trucks or vehicles;

(n) making, maintaining or drawing fires other than in steam boilers, or removing refuse or ashes, sorting clinkers;

(o) opening or closing boxes, bales, bags, drums or packages other than by soldering;

(p) operating a pump or hoist by hand;

(q) pushing or pulling any vehicle or truck other than by power-driven device;

(r) rubber-stamping where no discretion is involved;

(s) setting up by hand ready-made cardboard or fibre board boxes or similar containers or dismantling such boxes or containers for re-use;

(t) skimming off soap from settled lyes, skimming fats or oils from settling tanks or traps;

(u) stirring ingredients in vats or pans by hand;

(v) turning over soap powder stock by hand;

(w) unpacking or opening corrugated fibre board or similar containers by hand; setting-up ready-made containers;

(x) washing, ironing uniforms, overalls or other protective clothing; (82)

(35) "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; (6)

(54) "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; (44)

(55) "proseswerker" 'n werknemer wat verantwoordelik is vir en werksaam is in een of meer van die volgende werksaamhede of prosesse:

(a) Bediening van installasie vir waterstofgas;

(b) eetbare olie of vet raffineer of hard maak;

(c) katalisator suiwer;

(d) 'n koelinstallasie bedien;

(e) 'n spuitdroogtoring bedien in die vervaardiging van poeier-wasmiddels;

(f) olie uit oliesaad of oliekoek uithaal deur middel van 'n oplosproses;

(g) ru-gliserien raffineer;

(h) seep maak, met inbegrip van deurlopende seepmaak; (63)

(56) "reisende verteenwoordiger" 'n werknemer wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting namens so 'n inrigting bestellings vra, werf of soek; (76)

(57) "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 dié motorvoertuig wat die reisende verteenwoordiger in die uitvoer van sy werk gebruik, mag dryf; (77)

(58) "sekuriteitswag" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Goedere of voertuie deursoek;

(b) persone deursoek en indien nodig, terughou;

(c) oor wagte toesig hou of hulle beheer;

(d) die gang van persone of voertuie deur kontrolepunte of hekke kontroleer, aantekene of daarvoor verslag doen, en van wie ook vereis kan word om enige van of al die pligte wat vir 'n wag voorgeskryf is, uit te voer; (65)

(59) "skeikundige werk" die verrigting van skeikundige werksaamhede, die opstel of aanpassing van die formules van stowwe, of die ontleedkundige beheer van die skeikundige verwerking van grond-stowwe of halfvervaardigde of klaar produkte; (12)

(60) "skofwerker" 'n werknemer wat skofwerk doen in 'n werksaamheid in 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag op hoogstens ses dae per week gewerk word; (67)

(61) "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; (74)

(62) "spanleier" 'n werknemer wat in beheer is van 'n groep werknemers graad IV en/of werknemers graad V; (71)

(63) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (61)

(64) "swaar motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (38)

(65) "swaar motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuigmassa meer as 9 000 kg maar hoogstens 16 000 kg is; (39)

(66) "toesighouer" 'n werknemer wat, onder die toesig van 'n voorman, in beheer is van 'n groep werknemers graad I, werknemers graad II of werknemers graad III of 'n kombinasie van enige van hierdie grade en wat daarbenewens in beheer kan wees van werknemers graad IV en werknemers graad V; (70)

(67) "toesighoudende ketelbediener" 'n werknemer wat, onder die toesig van 'n voorman, toesig hou oor een of meer ketelbedieners of meer as een stoomketel in 'n bedryfsinrigting en wat verantwoordelik is vir die handhawing van die waterpeil en stoomdruk in sodanige stoomketels; (6)

(68) "toets" 'n werknemer wat, onder die toesig van 'n chemikus, chemitegnikus, proseswerker of voorman, skeikundige toetse van roetine-aard uitvoer; (kyk "werknemer graad I") (72)

(69) "trekker" 'n motorvoertuig ontwerp of ingerig hoofsaaklik om ander voertuie mee te trek en nie om 'n wag daarop te dra nie; (73)

(70) "ultra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa 25 000 kg oorskry; (79)

(36) "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; (7)

(37) "handyman" means an employee other than a machine handyman, an apprentice, artisan's aide or a trainee, 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; (19)

(38) "heavy motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 9 000 kg but not 16 000 kg; (64)

(39) "heavy motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 9 000 kg but not 16 000 kg; (65)

(40) "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) (d) (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 prescribed in clause 5 (1) (a), whichever is the shorter period; (71)

(41) "internal motor vehicle driver" means an employee who drives or operates a power-driven mobile hoist, fork lift truck, motor vehicle, shunter or frontend loader used for loading, unloading, moving, stacking of raw materials or goods exclusively within an establishment and who may, in addition, check oil, fuel and water levels and if necessary, top up such levels and clean such vehicle; (23)

(42) "law" includes the common law; (83)

(43) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (33)

(44) "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; (54)

(45) "machine handyman" means an employee other than an apprentice, artisan's aide, a handyman or trainee, 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; (39)

(46) "machine minder" means an employee who is engaged in watching a power-driven machine with the duty to report any malfunctioning or stopping of such machine to the machine operator and who may—

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

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

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

but who may not start, re-start or make any adjustment to such machine except under the direct instruction of the machine operator, and the expression "minding a machine" has a corresponding meaning; (40)

(47) "machine operator" means an employee who operates, attends, starts, 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; (38)

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

(49) "medium motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg; (43)

(50) "medical orderly" means an employee 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 Noodhulppliga;

(71) "uurloon" uitgesonderd in die geval van 'n los werknemer, die werknemer se weekloon gedeel deur die getal gewone weeklikse werk-ure en in die geval van 'n los werknemer beteken dit, behoudens klousule 3 (1) (d) (ii), die loon wat aan hom vir daardie dag betaalbaar is, gedeel deur die gewone werksure deur hom op daardie dag gewerk of deur die gewone werksure voorgeskryf by klousule 5 (1) (a), wat ook al die kortste tydperk is; (40)

(72) "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)

(73) "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; (20)

(74) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting, of 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (29)

(75) "voorspanmotor" 'n motorvoertuig ontwerp of ingerig om ander voertuie mee te trek en om nie 'n ander vraag as dié wat in die vorm van 'n leunwa of ballas daarop rus, te dra nie; (78)

(76) "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) honte hanteer of beheer in die uitvoering van een of meer van die pligte in (a) bedoel; (81)

(77) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van daardie werknemer gewoonlik val; (83)

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

(a) Bode;

(b) gereedskap vir ingenieurswerkwinkel of spesiale gereedskap ontvang, uitreik of bère;

(c) kok;

(d) lope inmekaar sit vir skroefperse of dergelike masjinerie;

(e) mediese ordonnans;

(f) melk suurmaak vir die maak van kunsbotter;

(g) 'n proseswerker help met die bediening van 'n deurlopende seepmaakinstallasie;

(h) 'n sirkelsaag bedien om duie vir houtkiste te saag;

(i) oor seeppanne toesig hou of kontrole kookwerk doen of die uitklontproses aan die gang sit, onder die toesig van 'n voorman of 'n proseswerker;

(j) parfuum afmeet;

(k) toetser; (30);

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

(a) bediening van—

(i) 'n sentrifugeermasjien;

(ii) 'n gliserienherwininstallasie sonder verdamer;

(iii) 'n kragmasjien vir maal, sif, meng, vergruis, seep in koeke druk, sny, stamp, vul, sluit of etiketteer of klaar produkte toedraai of in kartonne verpak;

(iv) 'n kragmasjien om metaalplate te sny, te pons, te krul, te omkraal of van 'n naat te voorsien of om metaalblieke of kanne te verseël;

(v) 'n kragmasjien om houtkissie of riffelkarton- of veselborddose te bedruk of te bedraad;

(vi) 'n kragmasjien om oorpakke of filterdoeke te herstel of te stik;

and who, under the supervision of a medical practitioner or a qualified nurse, is engaged in treating or dressing wounds or injuries or in administering medicines and who may give advice to employees concerning elementary hygiene and dietary matters and who may also maintain records concerning employee attendances for treatment and medicines administered; (see "grade I employee") (41)

(51) "messenger" means an employee who is engaged in collecting, sorting, distributing or delivering letters, messages or parcels on foot or by means of a bicycle, tricycle or manually propelled vehicles or by means of a two- or three-wheeled motorcycle or motor scooter with an engine capacity of not more than 100 cm³, and who may perform any writing in connection with such collecting and delivering; (see "grade I employee") (5)

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

(53) "monthly wage" means an employees' weekly wage multiplied by four and a third; (36)

(54) "motor vehicle" means any self-propelled vehicle with an engine capacity exceeding 100 cm³, used for conveying goods and includes a truck-tractor, two- or three-wheeled motor cycle and a tractor, but does not include a mobile hoist; (45)

(55) "motor vehicle (articulated)" means a combination of vehicles consisting of a motor vehicle and a semi-trailer or trailer; (46)

(56) "motor vehicle (rigid)" means a motor vehicle other than a motor vehicle (articulated); (47)

(57) "night shift" means any period of work the major portion of which falls between the hours of 20h00 and 06h00; (48)

(58) "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; (21)

(59) "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; (53)

(60) "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)

(61) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (63)

(62) "plant operator" means an employee who is engaged in any one or more of the following duties:

- (a) Bleaching or deodorising edible oils or fats;
- (b) blending of edible oils or fats;
- (c) blowing or spray drying soap or detergent powder;
- (d) mechanical drying of soaps;
- (e) oil or fat splitting by Twitchell or similar process;
- (f) operating crushing or expelling machines;
- (g) operating a glycerine recovery plant with an evaporator;
- (h) operating a soap cooling plant;
- (i) preparing or issuing fat charges;
- (j) preparing crutcher charges for powder detergents;
- (k) sulphonating or neutralizing materials required in the manufacture of powder or liquid detergents;
- (l) vacuum bleaching of oils or fats for soap making; (22)

(63) "process worker" means an employee who is responsible for and engaged in any one or more of the following duties or processes:

- (a) Hydrogen gas plant operation;
- (b) operating a spray drying tower in the manufacture of powder detergent;
- (c) operating a refrigeration plant;
- (d) refining or hardening of edible oils or fats;
- (e) refining of crude glycerine;
- (f) revivifying catalyst;
- (g) soap making, including continuous soap making;
- (h) solvent extraction of oil from oilseeds or oilcake; (55)

(vii) 'n kragmasjien om karton- of papierhouers, kartonne of sakke te maak;

(viii) 'n kragmasjien om kerse uit te druk en te draai;

(ix) 'n voertuig wat kragangedrewe is maar deur 'n voetganger beheer word, om goedere te hys of te verskuif;

(b) besonderhede van opbrengs op pakhuiswitansies nagaan of aanteken;

(c) bestanddele vir seep, vet of dergelike preparate deur middel van 'n peilstok afmeet, of massameet (maar nie volgens 'n gestelde skaal nie);

(d) eerstehulpman;

(e) kerspitte of klampe regsit, oor pitte toesig hou of defekte kerse verwyder;

(f) kersmasjiene ophys of laat sak;

(g) kleppe, krane of pompe bedien;

(h) konkas deur middel van spuittoestel verf;

(i) 'n kraggoederehyser dryf, behalwe waar die stop en aansit van die hyser outomaties beheer word;

(j) olie uit besinksel, rouseep of oorblyfsels herwin;

(k) sorg vir die meganiese beweging van olie, vet, seep, suiweringsmiddels, grondstowwe of nuwe produkte of meganiese vervoerders of dergelike uitrusting bedien; (31)

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

(a) Adresse van ontvangers op kiste, sakke, konkas of pakkies vir versending brandmerk, merk of sjabloneer;

(b) bediening van—

(i) 'n kragpers, wasmasjien of ontwatertoestel;

(ii) 'n kragmasjien wat gebruik word om houtkiste aanmekeer te sit of te spyker;

(iii) 'n kraggoederehyser waar aansit en stop van die hyser outomaties beheer word;

(iv) 'n kragmasjien wat gebruik word om sakke skoon of toe te maak;

(v) 'n kragmasjien wat gebruik word om klaargesnyde riffelkarton of veselborkartonne aanmekeer te sit of toe te maak;

(c) blikke, vate, kiste, bottels, trommels of ander houers met die hand of met handbeheerde voertoestelle volgens vasgestelde volume of massa volmaak waar die werknemer beheer uitoefen, of houers massameet;

(d) eenvoudige aantekeninge maak op opgestelde vorms van aflesings op wyserplate of van meganiese tellers;

(e) enige kragmasjien bedien;

(f) gietvorms vir vet voorberei deur omslae in die regte fatsoen te vou en dit in houers te plaas;

(g) installasie, masjiene of voertuie, met inbegrip van motorvoertuie, onder toesig smeer of olie;

(h) kelner;

(i) kiste, dose of ander houers met die hand of nie-kragmasjiene vasbind, bedraad of bande daarom sit;

(j) konkas met die hand verf;

(k) konkas, tenks of pype met stoom verhit;

(l) 'n opstapelspan lei en die buitekantse sakke of ander artikels reg plaas ten einde die stapel vas te bind;

(m) platkiste, kratte of kiste met die hand heelmaak;

(n) pos sorteer of uitdeel of boodskappe of artikels te voet of per trapfiets aflewer of bymekaarmaak;

(o) seepolie met 'n stoomproses smelt en dié olie na tenks toe pomp;

(p) seepsteentjies met 'n nie-kragmasjien stempel;

(q) soldeer;

(r) vol houers vir kontrole massameet;

(s) vol of leë houers of ander artikels nagaan vir vreemde stowwe, geskeurde omslae, vlekke of ander sigbare defekte voordat dit toegedraai, toegemaak of verpak word; (32)

(64) "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 higher rate; (20)

(65) "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; (58)

(66) "semi-trailer" means a trailer without a front axle and designed or adapted to rest on and be drawn by a truck-tractor; (32)

(67) "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 or not more than six days per week are worked; (60)

(68) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of business, shortage of raw materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (30)

(69) "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") (37)

(70) "supervisor" means an employee who, under the supervision of a foreman, is in charge of a group of grade I employees, grade II employees or grade III employees or a combination of any of these grades and who additionally may be in charge of grade IV employees and grade V employees; (66)

(71) "team leader" means an employee who is in charge of a group of grade IV employees and/or grade V employees; (62)

(72) "tester" means an employee who, under the supervision of a chemist, chemical technician, process worker or a foreman, is engaged in routine chemical tests; (see "grade I employee") (68)

(73) "tractor" means a motor vehicle, designed or adapted mainly to pull other vehicles and not to carry any load; (69)

(74) "trailer" means a vehicle which is not self-propelled but designed or adapted to be drawn by a motor vehicle, and includes a dolly; (61)

(75) "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; (31)

(76) "travelling representative" means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (56)

(77) "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; (57)

(78) "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; (75)

(79) "ultra heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 25 000 kg; (70)

(81) "werknemer graad IV" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) Artikels van eenvormige grootte en getal verpak in houers wat spesiaal gemaak is om sulke artikels te bevat; houers in dose, kartonne of sakke insit, maar nie vir versending nie;

(b) blikke, vate, sakke, bottels of ander houers met die hand of nie-kragmasjiene volmaak; volgens 'n gestelde volume of massa volmaak waar kontrole outomatics uitgeoefen word;

(c) deur middel van 'n nywerheidstofsuierskoonmaak;

(d) filterperse skoon-, oop- of toemaak, of rame of filterdoeke verwyder of terugsit;

(e) gebuigde flense van houers met die hand reguit maak;

(f) gedrukte of klaar geadreerde etikette met die hand aan toedraaitemateriaal, houers of pakkies aanbring;

(g) kampongs, latrines, buitegeboue of dergelike geboue of strukture afwit, met kleurekalk afwit of ontsmet;

(h) kersmateriaal in masjiene giet, pitte sny, kerse uit masjiene verwyder of oorskietmateriaal van die bokant van die masjiene afhaal;

(i) kiste of kratte van duie of voorbereide materiaal met die hand aanmeekaarsit;

(j) kiste, sakke, konkas of pakkette, uitgesonderd item (a) van werknemer graad III, brandmerk, merk of sjabloneer;

(k) krane of kleppe onder toesig oop- of toemaak;

(l) lê sakke met die oog op beskadiging of vuilheid sorteer;

(m) moere, boue of skroewe met handgereedskap onder die toesig van 'n ambagsman, faktotum of masjiensfaktotum vas- of losdraai;

(n) 'n ambagsman, faktotum of masjiensfaktotum help deur artikels of gereedskap vas te hou of andersins met hom saam te werk, uitgesonderd deur die selfstandige gebruik van gereedskap;

(o) nagemmers verwyder, leegmaak, skoonmaak of omruil;

(p) sakke met die hand heelmaak of sakke met die hand toewerk nadat hulle gevul is;

(q) seep gedurende die kook- of afkoelproses met spane of kruisspane omroer;

(r) seeprame, onder toesig, aanmeekaarsit of uitmeekaarhaal;

(s) seep, vet of kerse in onbedrukte of bedrukte omslae met die hand toedraai;

(t) steen- of toiletseep met die hand sny;

(u) voerings, drukwerk, skywe of ringe in deksels of blikke of ander houers insit of drukwerk, uitgesonderd etikette, op houers vaslym; (33)

(82) "werknemer graad V" 'n werknemer wat enigeen of meer van die volgende pligte uitvoer:

(a) Bestanddele met die hand in vate of panne roer;

(b) blikke, vate, sakke, bottels of ander houers met die hand leegmaak of sakke uitskud;

(c) enige voertuig of trok, uitgesonderd deur middel van 'n kragtoestel, stoot of trek;

(d) goedere of artikels van enige beskrywing met die hand oplig, dra, uitpak, verskuif of opstapel, uitgesonderd die pligte genoem in item (l) van die woordskrywing van "werknemer graad III";

(e) houers of papier vou, uitgesonderd soos in item (f) van die woordskrywing van "werknemer graad III";

(f) hout-, riefelkarton- of veselbordkiste of kartonne, blikke, buise of dergelike houers met die hand toemaak;

(g) kiste, bale, sakke, konkas of pakkies oopmaak of toemaak maar nie deur dit te soldeer nie;

(h) klaargemaakte karton- of veselborddose of soortgelyke houers met die hand opstel; sodanige dose of houers vir hergebruik uitmeekaarhaal;

(i) materiaal met die hand in elevators, vervoerders of prosesvate, tenks of ander vate voer;

(j) 'n pomp of hyser met die hand bedien;

(k) op afleweringsvoertuie help, uitgesonderd bestuur of herstelwerk doen; voertuie oppas;

(l) pad- of spooroorgange bewaak;

(80) "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; (34)

(81) "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); (76)

(82) "waiter" means an employee who in a canteen for employees serves meals or sets or clears tables, and who may cut sandwiches and assist with the preparation of meals or beverages other than by cooking; (see "grade III employee") (24)

(83) "week" means, in relation to any employee, the period of seven days within which the working week of that employee ordinarily falls. (77)

3. NUMERATION

(1) *Minimum wages.*—(a) The minimum wages which an employer shall pay his employees shall be as specified in paragraphs (b), (c) or (d): Provided that if the employer has been engaged in this industry in an area covered by this determination for less than 24 months in the aggregate, such wage may be reduced by not more than 10 per cent during that period whereafter the minimum wages specified in paragraphs (b), (c) and (d) 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 chargehands and casual employees, the minimum wages specified hereunder:

(m) persele of voertuie, installasie, implemente, masjinerie, gereedskap, gerei, houers, meubels, oorpakke of ander artikels skoonmaak, uitvee of was;

(n) rantsoene kook, tee of dergelike drank maak of tee of ander verversings aan werknemers, sy werkgewer of besoekers bedien, uitgesonderd soos vermeld in die woordomskriving van "kok" of "kelner";

(o) riffelvelselbord of dergelike houers met die hand uitpak of oopmaak; klaargemaakte houers opstel;

(p) rubberstempelwerk, waarby geen oordeel betrokke is nie;

(q) seepoeciervoorrade met die hand omdraai;

(r) seep van afgesakte loog afskep; vet of olie van afsaktenks of vanginrigtings afskep;

(s) sout uit gliserienvdampkiste haal;

(t) trokke of voertuie laai of aflaa;

(u) tuinwerk; paaie of voetpaaie vee; bome of plantegroei afkap, vernietig of verwyder, of heinings snoei;

(v) uniforms, oorpakke of ander beskermende klere was en stryk;

(w) vuurmaak, vure in stand hou of uithaal maar nie in stoomketels nie, of afval of as verwyder, klinkers sorteer;

(x) wassoda, sandklip of dergelike materiaal met die hand opbreek of materiaal met die hand sif; (34)

(83) "wet" ook die gemenereg. (42)

3. BESOLDIGING

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

(b) Behoudens die voorbehoud in paragraaf (a), moet 'n werkgewer elke lid van ondergenoemde klasse werknemers, uitgesonderd onderbase en los werknemers, die minimum lone betaal soos hieronder uiteengesit:

	In the Magisterial Districts of Barberton, Lower Tugela, Mid- delburg (Cape), Umvoti and White River and the village of Berlin		In the Magisterial Districts of King William's Town (excluding the village of Berlin), Queens- town and Viljoenskroon and the municipal area of Pietersburg		In the Magisterial Districts of Bloemfontein, East London, Highveld Ridge, Kroonstad, Pie- termaritzburg and Welkom		In all other areas	
	(i) R per week	(ii) R per week	(i) R per week	(ii) R per week	(i) R per week	(ii) R per week	(i) R per week	(ii) R per week
Artisan.....	125,31	130,15	153,00	158,77	176,54	183,23	199,62	207,23
Artisan's aide—								
during the first six months of experience	62,31	67,15	76,15	81,92	87,92	94,62	99,23	106,85
during the second six months of experience	65,77	70,62	80,77	86,54	92,77	99,46	104,77	112,38
thereafter	69,69	74,54	85,15	90,92	98,08	104,77	110,77	118,38
Assistant foreman	108,46	113,31	132,46	138,23	152,77	159,46	172,62	180,23
Boiler attendant	53,08	57,92	64,85	70,62	74,77	81,46	84,46	92,08
Boiler attendant-in-charge	99,23	104,08	121,15	126,92	139,85	146,54	157,85	165,46
Chauffeur	57,92	62,77	72,46	78,23	81,46	88,15	92,08	99,69
Checker—								
during the first year of experience	60,46	65,31	74,08	79,85	85,15	91,85	96,23	103,85
during the second year of experience	64,15	69,00	78,46	84,23	90,23	96,92	102,00	109,62
thereafter	67,62	72,46	82,85	88,62	95,54	102,23	107,77	115,38
Chemical technician—								
during the first year of experience	60,46	65,31	73,85	79,62	85,15	91,85	96,23	103,85
during the second year of experience	71,08	75,92	86,77	92,54	100,15	106,85	113,31	120,92
during the third year of experience	81,92	86,77	100,15	105,92	115,38	122,08	130,38	138,00
during the fourth year of experience	92,54	97,38	113,08	118,85	130,38	137,08	147,46	155,08
during the fifth year of experience	103,15	108,00	126,23	132,00	145,38	152,08	165,46	173,08
thereafter	113,77	118,62	139,23	145,00	160,62	167,31	181,38	189,00
Clerical assistant—								
during the first six months of experience	55,62	60,46	68,08	73,85	78,23	84,92	88,62	96,23
during the second six months of experience	58,15	63,00	71,08	76,85	81,92	88,62	92,54	100,15
during the third six months of experience	60,46	65,31	74,08	79,85	85,15	91,85	96,46	104,08
thereafter	63,00	67,85	77,08	82,85	88,62	95,32	100,38	108,00
Clerk—								
during the first year of experience	60,46	65,31	73,85	79,62	85,15	91,85	96,23	103,85
during the second year of experience	73,38	78,23	89,77	95,54	103,38	110,08	116,77	124,38
during the third year of experience	86,31	91,15	105,46	111,23	121,62	128,31	137,31	144,92
thereafter	99,23	104,08	121,15	126,92	139,62	146,31	157,85	165,46
Despatch clerk—								
during the first year of experience	60,46	65,31	73,85	79,62	85,15	91,85	96,23	103,85
during the second year of experience	70,62	75,46	86,31	92,08	99,46	106,15	112,38	120,00
thereafter	80,77	85,62	98,77	104,54	113,77	120,46	128,54	136,15

	In the Magisterial Districts of Barberton, Lower Tugela, Mid- delburg (Cape), Umvoti and White River and the village of Berlin		In the Magisterial Districts of King William's Town (excluding the village of Berlin), Queens- town and Viljoenskroon and the municipal area of Pietersburg		In the Magisterial Districts of Bloemfontein, East London, Highveld Ridge, Kroonstad, Pie- termaritzburg and Welkom		In all other areas	
	(i) R per week	(ii) R per week	(i) R per week	(ii) R per week	(i) R per week	(ii) R per week	(i) R per week	(ii) R per week
Driver of—								
a light motor vehicle	57,69	62,54	70,38	76,15	80,77	87,46	91,62	99,23
a medium motor vehicle (articulated)	69,69	74,54	85,15	90,92	98,08	104,77	110,77	118,38
a medium motor vehicle (rigid)	66,69	71,54	81,46	87,23	93,92	100,62	106,38	114,00
a heavy motor vehicle (articulated)	78,46	83,31	96,00	101,77	110,77	117,46	125,08	132,69
a heavy motor vehicle (rigid)	75,23	80,08	91,85	97,62	105,92	112,62	119,77	127,38
an extra heavy motor vehicle (articulated)	87,69	92,54	107,31	113,08	123,69	130,38	139,85	147,46
an extra heavy motor vehicle (rigid)	83,77	88,62	102,46	108,23	118,85	125,54	133,38	141,00
an ultra heavy motor vehicle	91,85	96,69	112,15	117,92	129,46	136,15	146,31	153,92
Driver of an internal motor vehicle	57,69	62,54	70,38	76,15	80,77	87,46	91,62	99,23
Factory clerk	As for a clerical assistant							
Foreman	128,54	133,38	157,38	163,15	181,38	188,08	204,92	212,54
Grade I employee—								
during the first year of experience	55,62	60,46	68,08	73,85	78,23	84,92	88,62	96,23
during the second year of experience	59,31	64,15	72,46	78,23	83,54	90,23	94,38	102,00
thereafter	63,00	67,85	77,08	82,85	88,62	95,32	100,38	108,00
Grade II employee—								
during the first six months of experience	51,23	56,08	62,54	68,31	72,00	78,69	81,46	89,08
during the second six months of experience	52,62	57,46	64,38	70,15	74,08	80,77	83,77	91,38
during the third six months of experience	54,23	59,08	66,23	72,00	76,15	82,85	86,08	93,69
thereafter	55,62	60,46	68,08	73,85	78,23	84,92	88,62	96,23
Grade III employee—								
during the first six months of experience	47,54	52,38	58,15	63,92	66,92	73,62	75,69	83,31
during the second six months of experience	49,38	54,23	60,46	66,23	69,46	76,15	78,69	86,31
thereafter	51,23	56,08	62,54	68,31	72,00	78,69	81,46	89,08
Grade IV employee	47,54	52,38	58,15	63,92	66,92	73,62	75,69	83,31

	In the Magisterial Districts of Barberton, Lower Tugela, Mid- delburg (Cape), Umvoti and White River and the village of Berlin		In the Magisterial Districts of King William's Town (excluding the village of Berlin), Queens- town and Viljoenskroon and the municipal area of Pietersburg		In the Magisterial Districts of Bloemfontein, East London, Highveld Ridge, Kroonstad, Pie- termaritzburg and Welkom		In all other areas	
	(i) R per week	(ii) R per week	(i) R per week	(ii) R per week	(i) R per week	(ii) R per week	(i) R per week	(ii) R per week
Grade V employee—								
during the first six months' employment with the same employer	42,69	47,08	52,38	57,46	60,23	66,23	68,08	75,00
thereafter	47,54	52,38	58,15	63,92	66,92	73,62	75,69	83,31
Handyman	66,00	70,85	80,77	86,54	92,77	99,46	105,00	112,62
Machine handyman	73,38	78,23	89,77	95,54	103,38	110,08	116,77	124,38
Plant operator—								
during the first year of experience	58,62	63,46	71,77	77,54	82,62	89,31	93,23	100,85
during the second year of experience	64,15	69,00	78,46	84,23	90,23	96,92	102,00	109,62
during the third of year of experience	69,69	74,54	85,15	90,92	98,08	104,77	110,77	118,38
thereafter	75,23	80,08	92,08	97,85	105,92	112,62	119,77	127,38
Process worker—								
during the first year of experience	88,38	93,23	108,00	113,77	124,62	131,31	140,77	148,38
during the second year of experience	92,54	97,38	113,08	118,85	130,38	137,08	147,46	155,08
during the third year of experience	96,92	101,77	118,15	123,92	136,38	143,08	154,15	161,77
during the fourth year of experience	100,85	105,69	123,46	129,23	142,15	148,85	160,62	168,23
thereafter	105,23	110,08	128,56	134,31	147,92	154,62	167,31	174,92
Security guard	66,00	70,85	80,77	86,54	92,77	99,46	105,00	112,62
Supervisor	66,00	70,85	80,77	86,54	92,77	99,46	105,00	112,62
Team leader	54,00	58,85	66,00	71,77	75,92	82,62	85,85	93,46
Travelling representative—								
during the first year of experience	95,54	100,38	116,77	122,54	134,54	141,23	152,08	159,69
during the second year of experience	103,15	108,00	126,23	132,00	145,38	152,08	164,31	171,92
during the third year of experience	110,77	115,62	135,69	141,46	156,23	162,92	176,77	184,38
during the fourth year of experience	118,62	123,46	145,15	150,92	167,31	174,00	189,00	196,62
thereafter	126,46	131,30	154,62	160,38	178,15	184,85	201,46	209,08
Travelling representative's assistant	57,92	62,77	72,46	78,23	81,46	88,15	92,08	99,69
Watchman	54,00	58,85	66,00	71,77	75,92	82,62	85,85	93,46
Employee not elsewhere specifically mentioned in this subclause	53,08	57,92	64,85	70,62	74,77	81,46	84,46	92,08

(i) During the first 12 months after this determination becomes binding

(ii) Thereafter

	In die landdrosdistrikte Barberton, Lower Tugela, Middelburg (Kaa), Umvoti en Witrivier en die dorpsgebied Berlin		In die landdrosdistrikte King William's Town (uitgesonderd die dorp Berlin), Queenstown en Viljoenskroon en die munisipale gebied van Pietersburg		In die landdrosdistrikte Bloemfontein, Hoëveldrif, Kroonstad, Oos-Londen, Pietermaritzburg en Welkom		In alle ander gebiede	
	(i) R per week	(ii) R per week	(i) R per week	(ii) R per week	(i) R per week	(ii) R per week	(i) R per week	(ii) R per week
Ambagsman	125,31	130,15	153,00	158,77	176,54	183,23	199,62	207,23
Ambagsmanshulp—								
gedurende die eerste ses maande ondervinding	62,31	67,15	76,15	81,92	87,92	94,62	99,23	106,85
gedurende die tweede ses maande ondervinding	65,77	70,62	80,77	86,54	92,77	99,46	104,77	112,38
daarna	69,69	74,54	85,15	90,92	98,08	104,77	110,77	118,38
Assistent-voorman	108,46	113,31	132,46	138,23	152,77	159,46	172,62	180,23
Chaufeur	57,92	62,77	72,46	78,23	81,46	88,15	92,08	99,69
Chemietegnikus—								
gedurende die eerste jaar ondervinding	60,46	65,31	73,85	79,62	85,15	91,85	96,23	103,85
gedurende die tweede jaar ondervinding	71,08	75,92	86,77	92,54	100,15	106,85	113,31	120,92
gedurende die derde jaar ondervinding	81,92	86,77	100,15	105,92	115,38	122,08	130,38	138,00
gedurende die vierde jaar ondervinding	92,54	97,38	113,08	118,85	130,38	137,08	147,46	155,08
gedurende die vyfde jaar ondervinding	103,15	108,00	126,23	132,00	145,38	152,08	165,46	173,08
daarna	113,77	118,62	139,23	145,00	160,62	167,31	181,38	189,00
Drywer van 'n—								
ligte motorvoertuig	57,69	62,54	70,38	76,15	80,77	87,46	91,62	99,23
medium motorvoertuig (gelede)	69,69	74,54	85,15	90,92	98,08	104,77	110,77	118,38
medium motorvoertuig (nie-gelede)	66,69	71,54	81,46	87,23	93,92	100,62	106,38	114,00
swaar motorvoertuig (gelede)	78,46	83,31	96,00	101,77	110,77	117,46	125,08	132,69
swaar motorvoertuig (nie-gelede)	75,23	80,08	91,85	97,62	105,92	112,62	119,77	127,38
ekstra swaar motorvoertuig (gelede)	87,69	92,54	107,31	113,08	123,69	130,38	139,85	147,46
ekstra swaar motorvoertuig (nie-gelede)	83,77	88,62	102,46	108,23	118,85	125,54	133,38	141,00
ultra swaar motorvoertuig	91,85	96,69	112,15	117,92	129,46	136,15	146,31	153,92
Drywer van 'n interne motorvoertuig	57,69	62,54	70,38	76,15	80,77	87,46	91,62	99,23
Fabrieksklerk	Soos vir 'n klerklike assistent							
Faktotum	66,00	70,85	80,77	86,54	92,77	99,46	105,00	112,62
Installasiebediener—								
gedurende die eerste jaar ondervinding	58,62	63,46	71,77	77,54	82,62	89,31	93,23	100,85
gedurende die tweede jaar ondervinding	64,15	69,00	78,46	84,23	90,23	96,92	102,00	109,62
gedurende die derde jaar ondervinding	69,69	74,54	85,15	90,92	98,08	104,77	110,77	118,38
daarna	75,23	80,08	92,08	97,85	105,92	112,62	119,77	127,38
Ketelbediener	53,08	57,92	64,85	70,62	74,77	81,46	84,46	92,08
Klerklike assistent—								
gedurende die eerste ses maande ondervinding	55,62	60,46	68,08	73,85	78,23	84,92	88,62	96,23
gedurende die tweede sesmaande ondervinding	58,15	63,00	71,08	76,85	81,92	88,62	92,54	100,15
gedurende die derde ses maande ondervinding	60,46	65,31	74,08	79,85	85,15	91,85	96,46	104,08
daarna	63,00	67,85	77,08	82,85	88,62	95,32	100,38	108,00

	In die landdrosdistrikte Barberton, Lower Tugela, Middelburg (Kaap), Umvoti en Witrivier en die dorpsgebied Berlin		In die landdrosdistrikte King William's Town (uitgesonderd die dorp Berlin), Queenstown en Viljoenskroon en die munisipale gebied van Pietersburg		In die landdrosdistrikte Bloemfontein, Hoëveldrif, Kroonstad, Oos-Londen, Pietermaritzburg en Welkom		In alle ander gebiede	
	(i) R per week	(ii) R per week	(i) R per week	(ii) R per week	(i) R per week	(ii) R per week	(i) R per week	(ii) R per week
Klerk—								
gedurende die eerste jaar ondervinding	60,46	65,31	73,85	79,62	85,15	91,85	96,23	103,85
gedurende die tweede jaar ondervinding	73,38	78,23	89,77	95,54	103,38	110,08	116,77	124,38
gedurende die derde jaar ondervinding	86,31	91,15	105,46	111,23	121,62	128,31	137,31	144,92
daarna	99,23	104,08	121,15	126,92	139,62	146,31	157,85	165,46
Masjienfaktotum	73,38	78,23	89,77	95,54	103,38	110,08	116,77	124,38
Nasiener—								
gedurende die eerste jaar ondervinding	60,46	65,31	74,08	79,85	85,15	91,85	96,23	103,85
gedurende die twee jaar ondervinding	64,15	69,00	78,46	84,23	90,23	96,92	102,00	109,62
daarna	67,62	72,46	82,85	88,62	95,54	102,23	107,77	115,38
Proseswerker—								
gedurende die eerste jaar ondervinding	88,38	93,23	108,00	113,77	124,62	131,31	140,77	148,38
gedurende die tweede jaar ondervinding	92,54	97,38	113,08	118,85	130,38	137,08	147,46	155,08
gedurende die derde jaar ondervinding	96,92	101,77	118,15	123,92	136,38	143,08	154,15	161,77
gedurende die vierde jaar ondervinding	100,85	105,69	123,46	129,23	142,15	148,85	160,62	168,23
daarna	105,23	110,08	128,56	134,31	147,92	154,62	167,31	174,92
Reisende verteenwoordiger—								
gedurende die eerste jaar ondervinding	95,54	100,38	116,77	122,54	134,54	141,23	152,08	159,69
gedurende die tweede jaar ondervinding	103,15	108,00	126,23	132,00	145,38	152,08	164,31	171,92
gedurende die derde jaar ondervinding	110,77	115,62	135,69	141,46	156,23	162,92	176,77	184,38
gedurende die vierde jaar ondervinding	118,62	123,46	145,15	150,92	167,31	174,00	189,00	196,62
daarna	126,46	131,30	154,62	160,38	178,15	184,85	201,46	209,08
Reisende verteenwoordiger se assistent	57,92	62,77	72,46	78,23	81,46	88,15	92,08	99,69
Sekuriteitswag	66,00	70,85	80,77	86,54	92,77	99,46	105,00	112,62
Spanleier	54,00	58,85	66,00	71,77	75,92	82,62	85,85	93,46
Toesighouer	66,00	70,85	80,77	86,54	92,77	99,46	105,00	112,62
Toesighoudende ketelbediener	99,23	104,08	121,15	126,92	139,85	146,54	157,85	165,46

	In die landdrosdistrikte Barberton, Lower Tugela, Middelburg (Kaap), Umvoti en Witrivier en die dorpsgebied Berlin		In die landdrosdistrikte King William's Town (uitgesonderd die dorp Berlin), Queenstown en Viljoenskroon en die munisipale gebied van Pietersburg		In die landdrosdistrikte Bloemfontein, Hoëveldrif, Kroonstad, Oos-Londen, Pietermaritzburg en Welkom		In alle ander gebiede	
	(i) R per week	(ii) R per week	(i) R per week	(ii) R per week	(i) R per week	(ii) R per week	(i) R per week	(ii) R per week
Versendingsklerk—								
gedurende die eerste jaar ondervinding	60,46	65,31	73,85	79,62	85,15	91,85	96,23	103,85
gedurende die tweede jaar ondervinding.....	70,62	75,46	86,31	92,08	99,46	106,15	112,38	120,00
daarna.....	80,77	85,62	98,77	104,54	113,77	120,46	128,54	136,15
Voorman	128,54	133,38	157,38	163,15	181,38	188,08	204,92	212,54
Wag.....	54,00	58,85	66,00	71,77	75,92	82,62	85,85	93,46
Werknemer graad I—								
gedurende die eerste jaar ondervinding	55,62	60,46	68,08	73,85	78,23	84,92	88,62	96,23
gedurende die tweede jaar ondervinding.....	59,31	64,15	72,46	78,23	83,54	90,23	94,38	102,00
daarna.....	63,00	67,85	77,08	82,85	88,62	95,32	100,38	108,00
Werknemer graad II—								
gedurende die eerste ses maande ondervinding	51,23	56,08	62,54	68,31	72,00	78,69	81,46	89,08
gedurende die tweede ses maande ondervinding.....	52,62	57,46	64,38	70,15	74,08	80,77	83,77	91,38
gedurende die derde ses maande ondervinding	54,23	59,08	66,23	72,00	76,15	82,85	86,08	93,69
daarna.....	55,62	60,46	68,08	73,85	78,23	84,92	88,62	96,23
Werknemer graad III—								
gedurende die eerste ses maande ondervinding	47,54	52,38	58,15	63,92	66,92	73,62	75,69	83,31
gedurende die tweede ses maande ondervinding.....	49,38	54,23	60,46	66,23	69,46	76,15	78,69	86,31
daarna.....	51,23	56,08	62,54	68,31	72,00	78,69	81,46	89,08
Werknemer graad IV	47,54	52,38	58,15	63,92	66,92	73,62	75,69	83,31
Werknemer graad V—								
gedurende die eerste ses maande diens by dieselfde werkgewer.....	42,69	47,08	52,38	57,46	60,23	66,23	68,08	75,00
daarna.....	47,54	52,38	58,15	63,92	66,92	73,62	75,69	83,31
Werknemers nie elders in hierdie subklousule uitdruklik vermeld nie.....	53,08	57,92	64,85	70,62	74,77	81,46	84,46	92,08

(i) Gedurende die eerste 12 maande nadat hierdie vasstelling van krag word.

(ii) Daarna.

(c) *Chargehand*.—Subject to the proviso to paragraph (a), a chargehand shall be paid for every week of employment, the weekly wage prescribed for the highest class of employee which he supervises plus 10 per cent: Provided that if the wage of such class is prescribed on a rising scale the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class.

(d) *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 a paid holiday or Sunday, at a rate of not less than the daily wage prescribed in paragraphs (b) or (c), read with subclause (4) for an employee in the same area 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 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 in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him 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) *Night shift allowance*.—An employer who requires or permits his 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: Provided that this paragraph shall not apply to—

(a) a casual employee, a security guard or a watchman;

(b) an employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a).

(c) *Onderbaas*.—Behoudens die voorbehoud in paragraaf (a), moet 'n onderbaas vir elke week diens, die weekloon voorskryf vir die hoogste klas werknemer oor wie hy toesig hou, plus 10 persent: Met dien verstande dat as lone op 'n stygende skaal vir sodanige klas werknemer voorgeskryf word die uitdrukking "weekloon" die weekloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word.

(d) *Los werknemers*.—Behoudens die voorbehoud in paragraaf (a), moet 'n los werknemer vir die totale tydskuur wat hy op enige dag, uitgesonderd 'n betaalde vakansiedag of Sondag, werk, betaal word teen 'n tarief wat nie minder is nie as die dag loon in paragraaf (b) of (c), saamgelees met subklousule (4), bepaal, vir 'n werknemer in dieselfde gebied en wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word, of teen 'n tarief wat nie minder is nie as die dag se loon 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) by die toepassing van hierdie paragraaf die uitdrukking "sodanige ander werknemer" die werknemer van die betrokke klas beteken aan wie die werkgever die laagste loon betaal;

(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 beteken, soos bereken ingevolge subklousule (4);

(ab) vir 'n tydskuur 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), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word, afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure 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—

(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; of

(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 voorgeskryfde loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word.

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

(5) *Nagskoffoelae*.—'n Werkgever wat van sy werknemer vereis of hom toelaat om nagskof te werk, moet sodanige werknemer, benewens sy loon, 'n toelae betaal van nie minder nie as 10 persent van sy uurlikse loon vir elke uur of gedeelte van 'n uur wat sodanige werknemer gedurende sy gewone werkure nagskof werk: Met dien verstande dat hierdie paragraaf nie van toepassing is nie op—

(a) 'n los werknemer, 'n sekuriteitswag of 'n wag;

(b) 'n werknemer wat ingevolge klousule 5 (7) (a) van die werkurebepalings uitgesluit is.

(6) *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;

(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;

(7) *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.

(8) *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 (6) and (7) 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 (6) (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 (6) (b), the distance travelled each day, the points of call and, except in municipal areas, the route followed;

(iii) subclause (7), 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 (6) and (7), 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.

(6) *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 uitgawes 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 vervoer-toelae betaal van minstens—

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

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

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

(iv) 55 sent waar die enjinkapasiteit van die betrokke voertuig 2 500 cm³ oorskry.

(7) *Onderhoudsuitgawes en -toelae.*—(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 beryfsinrigting 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 plus 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 toelae 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 plus 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.

(8) *Betaling van vervoer- en onderhoudsuitgawes en -toelae.*—(a) 'n Werkgever moet alle toelae en uitgawes wat ingevolge subklousules (6) en (7) 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 (6) (a), die soort vervoer en die vervoerkoste of die aard van alle ander uitgawes waarvoor hy vergoeding eis;

(ii) subklousule (6) (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 (7), 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 (6) en (7) 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.

4. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees.*—Save as provided in clauses 3 (8) 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 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;

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousules 3 (8) en 6 (5) moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, wekeliks, tweewekeliks of maandeliks in kontant betaal word, of, met die toestemming van die werknemer per tjek gedurende sy gewone werksure, of binne 15 minute daarna op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer of in die geval van 'n skofwerker of 'n werknemer wat in 'n aaneenlopende bedrywigheid werksaam is, op 'n tyd waarvoor sodanige werknemer en sy werkgever ooreengekom het en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar nie later nie as 24 uur na die gewone betaaldag of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëde koevert 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) die getal gewone werksure 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 voortspruit;
- (i) besonderhede van enige bedrag wat afgetrek is; en
- (j) die netto bedrag wat aan die werknemer betaal word;

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

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

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

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

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

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

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

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

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, sieke-, mediese, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledegeld aan 'n vakvereniging of aan 'n instelling tot voordeel van die werknemer, of aan 'n werknemer se ontspanningsklub, as so 'n klub op die werkgever se perseel is;

(b) behoudens andersluidende bepalinge in hierdie vastelling, telkens wanneer van sy werk afwesig is, buiten op aandrang van sy werkgever, '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 werksure ontvang het;

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

(d) whenever an employee is required by law or agrees to accept accommodation, meals or rations from his employer, a deduction not exceeding the following amounts:

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

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

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

(ii) no deduction shall be made in the case of short-time arising out of a slackness of business or shortage of raw materials unless the employer has given his employee notice on the previous workday 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 paragraphs (i) and (ii) may be extended to 12 and 10 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) a shift worker—

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

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

(d) any other employee—

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

(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 van hoogstens die volgende bedrae:

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

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

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

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

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

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

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

(ii) enige organisasie of liggaam ten opsigte van die huur van 'n woning of akkommodasie in 'n hostel deur sodanige werknemer geokkupeer as sodanige woning of hostel voorsien is deur bemiddelling van sodanige organisasie of liggaam geheel of gedeeltelik uit fondse voorgeskiet vir daardie doel deur die Staat of 'n liggaam bedoel in subparagraaf (i);

(g) met die skriftelike toestemming van 'n werknemer, 'n aftrekking teen die terugbetaling van enige bedrag wat die werkgever aan hom geleen of voorgeskiet het: Met dien verstande dat sodanige aftrekking hoogstens een derde van die totale besoldiging mag wees wat op die betrokke betaaldag aan die werknemer verskuldig is en met dien verstande voorts dat geen sodanige aftrekking gemaak mag word vir enige tydperk waartydens die werknemer se loon ingevolge paragraaf (e) verminder is nie.

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

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

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

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

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

Met dien verstande dat as sodanige werknemer die pligte van 'n sekuriteitswag of 'n wag uitvoer, die ure soos in paragrawe (i) en (ii) bedoel onderskeidelik tot 12 en 10 ure verleng mag word;

(b) 'n sekuriteitswag of '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 enige dag;

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

(c) 'n skofwerker—

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

(ii) behoudens subparagraaf (i), agt op enige dag;

(d) enige ander werknemer—

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

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

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

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

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

(a) 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 or its load shall be deemed for the purposes of this subclause not to have worked during such interval;

(g) in the case of an employee who is wholly or mainly engaged in cleaning premises 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 an employee employed as 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 employee a rest interval of not less than 10 minutes as nearly as practicable in the middle of each first work period and second work period of the day or a rest interval of not less than 20 minutes as nearly as practicable in the middle of each first work period, 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 the employee: Provided that an employer who reduces the ordinary hours of work of the second work period by not less than 10 minutes, need not grant his employee a rest interval during such period.

(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 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 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.

(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 enige 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) *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 skriftelik ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort;

(b) werktidperke 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 tydperk wat een en 'n kwart uur te bowe gaan, geag word werktid te wees;

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

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

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

(g) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik betrokke is by die skoonmaak van persele indien sodanige pouse langer as drie uur 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 gedurende sy gewone werkure in enige skof toegestaan hoef te word nie indien daar gedurende sodanige werkure aan hom die geleentheid gegee word om 'n ete te nuttig terwyl hy op sy pos bly, tensy dit ingevolge enige wetgewing verbied word.

(3) *Ruspouses.*—'n Werkgewer moet, so na doenlik aan die middel van elke eerste en tweede werktidperk van die dag, aan sy werknemer, 'n ruspouse van minstens 10 minute of 'n ruspouse van minstens 20 minute so na as doenlik aan die middel van elke eerste werktidperk toestaan waarin daar nie van die werknemer vereis of hy nie toegelaat mag word om enige werk te verrig nie, en sodanige pouse word geag deel van die gewone werkure van so 'n werknemer uit te maak: Met dien verstande dat 'n werkgewer wat die gewone werkure van die tweede werktidperk met minstens 10 minute verkort, nie aan sy werknemer gedurende sodanige tydperk 'n ruspouse hoef toe te staan nie.

(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 met dien verstande dat sodanige oortyd nie, in die geval van—

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

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

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

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

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

(i) een en 'n derde maal sy uurloon ten opsigte van die totale tydperk wat nie 10 uur in 'n week oorskry nie;

(ii) een en 'n half maal sy uurloon ten opsigte van die ure wat 10 per week oorskry,

aldus deur sodanige werknemer gewerk.

(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 by him on any day.

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

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

(ii) any other class of employee if and for so long as he regularly receives a wage at a rate of—

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

(ab) *not less than R1 850 per month in the following areas:* The Magisterial Districts of Highveld Ridge, Kroonstad, Lower Tugela and White River, and the municipal areas of King William's Town, Pietersburg and Queenstown;

(ac) *not less than R1 700 per month in any area not included in (aa) or (ab) hereof.*

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

(c) Subclause (3) shall not apply to a 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 cook, a first-aid dresser, a medical orderly, a waiter or a shift worker.

(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.*

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

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

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

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

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

(ab) *minstens R1 850 per maand in die volgende gebiede:* Die landdrosdistrikte Hoëveldrif, Kroonstad, Lower Tugela en Wittrivier en die munisipale gebiede van King William's Town, Pietersburg en Queenstown;

(ac) *minstens R1 700 per maand in 'n gebied wat nie in (aa) of (ab) hierbo genoem word nie.*

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

(c) Subklousule (3) is nie van toepassing op 'n chauffeur, 'n drywer of 'n werknemer wat sodanige drywer vergesel of hulp verleen terwyl sodanige motorvoertuig weg van die werkgewer se bedryfsinrigting is, 'n kok, 'n eerstehulpman, 'n mediese ordonnans, 'n kelner of 'n skofwerker nie.

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

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (3), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by die werkgewer soos volg verlof verleen en moet die werknemer 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 werkgewer 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) *aan 'n sekuriteitswag en '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 in 'n week werk nie, 15 agtereenvolgende werkdade;*

(ab) *meer as vyf dae in 'n week werk, 18 agtereenvolgende werkdade;*

(c) *aan enige ander werknemer* wat gewoonlik op—

(i) *nie meer as vyf dae in 'n week werk nie, 15 agtereenvolgende werkdade;*

(ii) *meer as vyf dae in 'n week werk, 18 agtereenvolgende werkdade.*

(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

(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 an 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 leave granted to an employee in terms of proviso (c) to subclause (3);

(2) (a) Die werkgever moet die werknemer ten opsigte van die verlof soos voorgeskryf by subklousule (1) 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) 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 subklousule (1) (a) (ii) en (1) (b) (ii) in werking getree het, geregtig geword het op 'n langer tydperk jaarlikse verlof as wat daarin voorgeskryf word, sal die reg op sodanige verlof behou terwyl hy by dieselfde werkgever in diens was.

(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 sodanige verlof moet neem met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

(b) die verloftydperk nie mag saamval nie met enige tydperk—

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

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

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

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

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

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

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

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

(5) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (4) en met subklousule (9), moet uiterlik betaal word 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 opgeloop 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) bedoel, een kwart, en

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

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

(i) 'n werkgever ten opsigte van enige tydperk van verlof wat aan 'n werknemer ingevolge voorbehoud (c) van subklousule (3) toegestaan is 'n eweredige bedrag kan aftrek;

(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

(ab) in failing to give and serve such notice he 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 piece-work 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 became binding, had become entitled to a period of annual leave in terms of any law, on the date on which he last became entitled to leave under that law;

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

(ac) any 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 work-day 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.

(ii) 'n werknemer wat sy diens verlaat sonder om kennis te gee en die kennisgewingstermyn wat by klousule 12 voorgeskryf word, uit te dien, slegs geregtig sal wees om betaling ingevolge hierdie subklousule te eis ten opsigte van daardie opgeloopte verlofgeld bo die bedrag wat hy in plaas van diensopsegging aan sy werkgever moes betaal tensy—

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

(ab) hy by versum 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 was.

(8) By die toepassing van hierdie klousule—

(a) is die weekloon op enige datum van 'n werknemer wat op stukwerk of kommissie werk 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 "dienstermyn" geag te omvat—

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

(ii) enige tydperk van altesaam hoogstens 15 weke in 'n 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 werkgever; en

(c) enige tydperk wat 'n werknemer van die werk afwesig is van weë 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 bindend geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop hy laas kragtens daardie wet op verlof geregtig geword het;

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

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

(9) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgever vir die doel van jaarlikse verlof te eniger tyd maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting vir 21 agtereenvolgende dae sluit, of 'n aktiwiteit vir 21 agtereenvolgende dae staak en in daardie geval moet hy sy werknemer kragtens subklousule (2) (a) of kragtens 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 gewees het en wat binne die geslote tydperk bedoel in paragraaf (a) val, moet nog 'n werkdag by die genoemde geslote of staking tydperk gevoeg word as 'n verdere verloftyd en die werknemer moet 'n bedrag van minstens sy dagloon betaal word ten opsigte van elke sodanige dag bygevoeg.

(c) 'n Werknemer wat op die datum waarop 'n bedryfsinrigting sluit of 'n bedrywigheid gestaak word waarin hy werksaam is, op die volge tydperk van die jaarlikse verlof voorgeskryf by subklousule (1) nie geregtig is nie, moet, ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgever 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. SICK LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity, in the case of—

(a) an employee who normally works on not more than five days in a week, not less than 30 work-days', and

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

sick leave 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 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;

(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 when an employee has, during any period of up to eight weeks, received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may, during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence from work.

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

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

(i) any period amounting in the aggregate, in any 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;

7. SIEKTEVERLOF

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

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

(b) enige ander werknemer, altesaam minstens 36 werkdae,

gedurende elke tydkring van 36 agtereenvolgende maande diens by hom, en moet hy die werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste tydkring van 36 agtereenvolgende maande diens nie op meer siekteverlof met volle besoldiging geregtig is nie as, in die geval van 'n werknemer wat nie 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 langer as die getal dae betaalde siekteverlof waarop hy kragtens subparagraaf (i) geregtig is, is sy werkgewer nie op daardie stadium verplig om hom vir sodanige langer siekteverlof wat geneem is, te betaal nie. Die werkgewer moet egter by verstryking van die eerste tydkring van 36 maande, indien hy dit nie reeds gedoen het nie, aan die werknemer op daardie tyd 'n bedrag betaal gelyk aan minstens die verskil tussen die siekteverlofbetaling reeds gemaak en die werknemer se loon vir die volle tydperk van ongeskiktheid tot 'n maksimum van 30 werkdae of 36 werkdae, na gelang van die geval. Sodanige vergoeding moet geskied teen 'n tarief van nie minder nie as die werknemer se loon by die aanvang van sy ongeskiktheid: Met dien verstande voorts dat indien die werknemer se dienskontrak voor die verstryking van genoemde eerste tydkring beëindig word, die werknemer daarop geregtig is om betaling van sy werkgewer te eis van 'n bedrag gelyk aan die verskil tussen die siekteverlofbetaling wat hy alreeds ontvang het en die loon vir die volle tydperk van sy ongeskiktheid, maar nie meer nie as een werkdag se loon vir elke voltooide tydperk van vyf weke diens indien die werknemer hoogstens vyf dae per week gewerk het of nie meer as een werkdag se loon vir elke voltooide maand diens indien hy meer as vyf dae per week gewerk het en by die toepassing van hierdie voorbehoudsbepaling die uitdrukking "loon" beteken die loon wat die werknemer by die aanvang van sy ongeskiktheid ontvang het;

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

(a) van langer as twee agtereenvolgende werkdae, of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of 'n betaalde feesdag,

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, indien 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede besoldiging ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die daaropvolgende agt weke van hom kan vereis om so 'n sertifikaat ten opsigte van enige tydperk van afwesigheid voor te lê.

(3) By die toepassing van hierdie klousule—

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

(i) enige tydperk van altesaam hoogstens 30 weke in 'n tydkring van 36 maande wat 'n werknemer afwesig is—

(aa) met verlof ingevolge klousule 6;

(ab) op aandrang van sy werkgewer;

(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

(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 that act.

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

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

(b) in respect of any period of incapacity of an employee in respect of which the employer is required by any 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

(ac) met siekteverlof ingevolge subklousule (1) of weens ongeskiktheid weens omstandighede uiteengesit in subklousule (4);

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

(iii) enige dienstydperk by dieselfde werkgever onmiddellik voor die datum waarop hierdie vasstelling bindend 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 'n vergoedingspligtige siekte soos omskryf in artikel 2 van die Ongevalwet, 1941 (Wet 30 van 1941), as ongeskiktheid beskou word slegs gedurende enige tydperk ten opsigte waarvan geen betaling vir arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie.

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

(a) op 'n werknemer op wie se skriftelike versoek 'n 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 sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, aan die werknemer die betaling waarborg van 'n bedrag wat nie minder is 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 minstens dubbel sy loon ten opsigte van die volle tydskuur wat hy op sodanige vakansiedag werk of dubbel sy dagloon, watter bedrag ook al die grootste is; of

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

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

(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, 'n bedrag minstens gelyk aan sy dagloon betaal; of

(ii) indien hy langer as vier uur werk, 'n bedrag betaal, bereken teen nie minder nie as dubbel sy uurloon ten opsigte van die volle tydskuur 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 minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydskuur wat hy op sodanige Sondag werk en aan hom binne sewe dae na sodanige Sondag, een dag verlof toestaan en ten opsigte van sodanige verlof hom 'n bedrag wat nie minder as sy dagloon is nie, betaal; of

(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) 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.

(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 in the same area 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 piece-work 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 piece-work system in operation or the rates applicable thereunder, shall give his employee not less than one month's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give notice for a period not shorter than that agreed upon; 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 employee is from time to time prepared to accept;

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

moet dit by die toepassing van hierdie klousule geag word dat hy die hele tydperk gewerk het op die dag waarop die grootste gedeelte van daardie werktydperk, val.

(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 tydsduur wat hy op sodanige dag gewerk het, 'n bedrag betaal, bereken teen 'n koers van minstens dubbel die uurloon voorgeskryf vir, of dubbeld die laagste uurloon wat werklik betaal word aan, 'n werknemer in dieselfde gebied wat dieselfde klas werk vir hom verrig as wat van die los werknemer verwag word, watter ook al die grootste bedrag is: Met dien verstande dat waar die werkgever van 'n los werknemer vereis—

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

(b) om minder as vier ure op sodanige dag te werk, hy geag word vier ure te gewerk het.

(5) *Betaling.*—Die besoldiging wat ingevolge hierdie klousule aan 'n werknemer, uitgesonderd 'n los werknemer, betaalbaar is, moet aan hom uitbetaal word uiterlik op die eersvolgende betaaldag na die dag ten opsigte waarvan die besoldiging betaalbaar is. 'n Los werknemer moet besoldig word soos in klousule 4 (2) bepaal.

(6) *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 hom minstens een week vooraf kennis gegee het, 'n stukwerkstelsel invoer, en, behoudens klousule 4 (6), moet sodanige werkgever sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen minstens die loon voorgeskryf in subklousule 3 (1) vir 'n werknemer van sy klas en ondervinding, plus die tariewe wat kragtens 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 paragraaf (a) 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 en 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) is afsonderlik van en bykomend by sy loon wat nie minder mag wees nie as die voorgeskryfde 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 tariewe wat daarvolgens van toepassing is, af te skaf of te wysig, moet aan sy werknemer minstens een maand kennis van sodanige voorneme gee: Met dien verstande dat 'n 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: Met dien verstande voorts 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 volgens 'n ooreenkoms met sy werkgever kommissiewerk op 'n gereelde grondslag onderneem, moet, voordat sodanige werk begin, deur sy werkgever voorsien word van 'n ware afskrif van die ooreenkoms of 'n verklaring waarin die bepalinge van die ooreenkoms uiteengesit word en wat die volgende moet insluit:

(i) Die loon aan die werknemer betaalbaar, wat nie minder mag wees nie as dié wat by klousule 3 (1) vir 'n werknemer van sy klas en ondervinding voorgeskryf word, asook die kommissietarif en die voorwaardes waarop hy die reg daarop verkry;

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

(iii) die tipe, omskrywing, getal, hoeveelheid of waarde van verkope of bestellings (individueel, weekliks, maandeliks of andersins) 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

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

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

notice of termination of contract, which shall be in writing except when given by an employee who is unable to write, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than, in the case of—

(i) one work-day's notice, the daily wage;

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

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

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

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

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

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

(iv) die dag waarop die kommissie wat deur die werknemer verdien is, voor die beëindiging van die dienskontrak betaal moet word: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is;

(v) waar van toepassing, die gebied waarin 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 die kommissietarief betaal waaroor hulle ooreengekom het.

(c) Die werknemer se loon en kommissie moet betaal word op die dag genoem in die ooreenkoms aangegaan ingevolge paragraaf (a) en die bepaling van 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 volgens 'n ooreenkoms aangegaan ingevolge paragraaf (a) is afgesien van en bykomend by die loon daarby vermeld.

(e) 'n Werkgever of 'n werknemer wat voornemens is om 'n ooreenkoms in verband met kommissiewerk op te seë of oor 'n wysiging daarvan te onderhandel, moet skriftelik kennis van sodanige voorname gee, en die termyn van sodanige kennisgewing mag nie korter wees of gelyktydig loop met 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

'n Werkgever moet enige uniform, oorpak, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en enige sodanige uniform, oorpak, rubberstewels of ander beskermende klere bly die eiendom van die werkgever: Met dien verstande dat 'n werkgever van 'n werknemer kan vereis om sodanige artikel te was of te was en stryk in die werknemer se eie tyd, in welke geval die werkgever sodanige werknemer 'n toelae moet betaal van minstens R1,15 per week vir elke week ten opsigte waarvan daarvan die werknemer vereis word om sodanige artikel te dra.

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 aldus kennis te gee, aan die werknemer of die werkgever, na gelang van die geval, soos volg te betaal: In die geval van—

(i) Geen 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 'n werkgever of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;

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

(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 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd en 'n 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 ten opsigte van korttyd afgetrek was nie".

(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. RATIO

(1) An employer shall not employ an unqualified checker, chemical technician, grade I employee, grade II employee, plant operator or process worker unless he has in his employ a qualified checker, chemical technician, grade I employee, grade II employee, plant operator or process worker, respectively, and for each qualified employee in any class specified in this clause, he shall not employ more than two unqualified employees in such class.

(2) An employer or a manager who is wholly or mainly engaged in his establishment in performing the duties of a foreman may be deemed to be a foreman.

(3) An employer or a manager may be deemed to be a chemist.

(4) For the purposes of this clause—

(a) an employer or a manager who is wholly or mainly engaged in his establishment in performing the work of any class of employee mentioned in subclause (1) may be deemed to be a qualified employee of that class;

(b) an unqualified employee who receives a wage of not less than that prescribed in clause 3 (1) for a qualified employee of his class in the area in which he works may be deemed to be a qualified employee in that class.

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

14. CERTIFICATE OF SERVICE

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

CERTIFICATE OF SERVICE

I,
 carrying on business in the Soap, Detergents, Candle and Edible Fat or Oil 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.

(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 nie mag geskied nie tydens 'n werknemer se afwesigheid—

(a) met verlof ingevolge klousule 6 of siekteverlof ooreenkomstig klousule 7 of afwesigheid weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), waar sodanige afwesighede altesaam hoogstens 15 weke beloop in 'n tydperk van 12 agtereenvolgende maande diens by dieselfde werkgever; en

(b) met militêre diens, behalwe waar die werknemer anders versoek en die werkgever skriftelik daartoe instem.

(4) Ondanks andersluidende bepalings in hierdie vasstelling kan 'n werkgever, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om die vereiste tydperk kennis te gee en sonder om sy werkgever te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepalings van hierdie vasstelling skuld, hom 'n bedrag toe-eien van hoogstens dié wat sodanige werknemer hom sou moes betaal 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 deur te versuim om aldus kennis te gee en uit te dien, binne sy regte opgetree het.

13. GETALSVERHOUDING

(1) 'n Werkgever mag nie 'n ongekwalifiseerde nasiener, chemietegnikus, werknemer graad I, werknemer graad II, installasiewerker of proseswerker in sy diens neem nie, tensy hy onderskeidelik 'n gekwalifiseerde nasiener, chemietegnikus, werknemer graad I, werknemer graad II, installasiewerker of proseswerker in sy diens het, en vir elke gekwalifiseerde werknemer in enige klas gespesifiseer in hierdie klousule mag hy nie meer as twee ongekwalifiseerde werknemers in sodanige klas in diens neem nie.

(2) 'n Werkgever of 'n bestuurder wat hoofsaaklik of uitsluitlik in sy bedryfsinrigting die pligte van 'n voorman nakom, kan as 'n voorman gereken word.

(3) 'n Werkgever of 'n bestuurder kan as 'n chemikus gereken word.

(4) Vir die toepassing van hierdie klousule—

(a) kan 'n werkgever of 'n bestuurder wat hoofsaaklik of uitsluitlik die werk verrig van enige klas werknemer in subklousule (1) bedoel, as 'n gekwalifiseerde werknemer van daardie klas gereken word;

(b) kan 'n ongekwalifiseerde werknemer wat minstens die loon ontvang wat in klousule 3 (1) voorgeskryf word vir 'n gekwalifiseerde werknemer van sy klas in die gebied waarin hy werk as 'n gekwalifiseerde werknemer in daardie klas gereken word.

(5) Hierdie klousule is op iedere bedryfsinrigting afsonderlik van toepassing.

14. DIENSSERTIFIKAAT

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

DIENSSERTIFIKAAT

Ek,
 wat in die Nywerheid vir die Vervaardiging van Seep, Kerse, Suiweringsmiddels, Eetbare Olies of Vette 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, graad I werknemer.

15. LOG-BOOK

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

DAILY LOG

Name of employer

Name of driver

Date

Registration number of vehicle

Time of starting work

Breaks:

From to

From to

From to

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.

16. ATTENDANCE REGISTER

(1) An employer shall provide in his establishment an attendance register substantially in the following form, in which he shall record in ink or indelible pencil the name and class of each of his employees, and if 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:

15. LOGBOEK

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

DAAGLIKSE LOG

Naam van werkgewer

Naam van drywer

Datum

Registrasienommer van voertuig

Tyd waarop werk begin word

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 werkgewer lewer.

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

16. BYWONINGSREGISTER

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

ATTENDANCE REGISTER

(Name of employee)

(Class of employee)

Entries to be made by employee														Remarks (if any)			
Year..... Month.....		Time of commencing work	Intervals off work						Time of finishing work	Overtime worked		Total num- ber of hours		Signature	By employee	By employer, if employee was absent. Reasons for his absence (to be signed) by employer)	By inspector
Date	Day of week		Off	On	Off	On	Off	On		On	Off	Each day	Each week				
1																	
2																	
3																	
4																	
5																	
6																	
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29																	
30																	
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.

BYWONINGSREGISTER

(Naam van werknemer)

(Klas van werknemer)

Inskrywings moet deur werknemer gemaak word														Opmerkings (as daar is)			
Jaar..... Maand.....		Tyd waarop werk be- gin word	Pouses van diens af						Tyd waarop werk be- eindig word	Oortyd gewerk		Totale getal ure gewerk		Hand- tekening	Deur werknemer	Deur werkgever as werk- nemer afwesig is; rede daar- voor (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																	
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31																	

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

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

No.	Name 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):

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

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

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

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

(5) This clause shall not apply to—

- (a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a);
- (b) a driver 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 423, published under Government Notice R. 893 of 14 May 1982, as amended by Government Notice R. 1082 of 6 June 1986.)

(2) 'n Werkgever kan in plaas van 'n bywoningsregister, '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 'n bywoningsregister in subklousule (1) bedoel met ink of inktlood die volgende aanteken:

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

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

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

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

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

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

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 423, gepubliseer by Goewermentskennisgewing R. 893 van 14 Mei 1982, soos gewysig by Goewermentskennisgewing R. 1082 van 6 Junie 1986.)

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