



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

As 'n Nuusblad by die Poskantoor Geregistreer

PRYS 20c PRICE
OORSEE 30c OVERSEAS
POSVRY — POST FREE

Registered at the Post Office as a Newspaper

VOL. 164]

PRETORIA, 16 FEBRUARIE
FEBRUARY 1979

[No. 6306

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. 265

16 Februarie 1979

LOONWET, 1957

VISVERWERKINGSNYWERHEID, SEKERE GEBIEDE

In opdrag van die Minister van Arbeid word almal wie se belange regstreeks of onregstreeks geraak word deur die aanbeveling wat die Loonraad aan die Minister voorgelê het en wat in die Bylae hiervan verskyn, hierby ooreenkomstig artikel 13 (1) (a) van die Loonwet, 1957, die geleentheid gebied om, as hulle besware het teen die maak van 'n vasstelling ooreenkomstig die aanbeveling, sodanige besware binne 30 dae vanaf die datum van publikasie van hierdie kennisgewing skriftelik by die Sekretaris van Arbeid, Privaatsak X117, Pretoria, 0001, in te dien.

Persone wat besware indien, word versoek om agt afskrifte daarvan, tesame met agt afskrifte van alle ondersteunende dokumente, te verstrek.

Opmerking.—Die Loonraadverslag wat op hierdie aanbeveling betrekking het, is beskikbaar vir insae by die kantore van die Afdelingsinspekteurs, Departement van Arbeid, Bloemfontein, Durban, George, Johannesburg, Kaapstad, Kimberley, Oos-Londen, Port Elizabeth en Pretoria.

BYLAE

AANBEVELING AAN SY EDELE DIE MINISTER VAN ARBEID DEUR AFDELING A (II) VAN DIE LOONROOD.
—VISVERWERKINGSNYWERHEID, SEKERE GEBIEDE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op al die werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Visverwerkingsnywerheid in die landdrostdistrikte Bellville, Clanwilliam, Die Kaap, Goodwood, Hermanus, Hopefield, Malmesbury, Namakwaland, Piketberg, Simonstad, Vanrhynsdorp, Vredenburg, Vredendal en Wynberg.

2. WOORDOMSKRYWING

(1) Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie Vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet en, tensy onbestaanbaar met die sinsverband, beteken—

“ambagsman” ’n werknemer wat werk doen wat in die reël deur ’n geskoolde ambagsman verrig word, en by die toepassing van hierdie omskrywing beteken die uitdrukking “geskoolde ambagsman” iemand wat sy leertyd uitgedien het

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. 265

16 February 1979

WAGE ACT, 1957

FISH PROCESSING INDUSTRY, CERTAIN AREAS

By direction of the Minister of Labour, all persons whose interests may be affected directly or indirectly by the recommendation which has been submitted to the Minister by the Wage Board and which appears in the Schedule hereto and who have any objections to the making of a determination in accordance with the recommendation are hereby, in terms of section 13 (1) (a) of the Wage Act, 1957, invited to lodge such objections, in writing, with the Secretary for Labour, Private Bag X117, Pretoria, 0001, within 30 days from the date of publication of this notice.

Persons lodging objections are requested to furnish eight copies thereof, together with eight copies of all supporting documents.

Note.—The report of the Wage Board pertaining to this recommendation is available for perusal at the offices of the Divisional Inspectors, Department of Labour, Bloemfontein, Cape Town, Durban, East London, George, Johannesburg, Kimberley, Port Elizabeth and Pretoria.

SCHEDULE

RECOMMENDATION TO THE HONOURABLE THE MINISTER OF LABOUR BY DIVISION A (II) OF THE WAGE BOARD.—FISH PROCESSING INDUSTRY, CERTAIN AREAS

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all employers and all their employees, other than managers, in the Fish Processing Industry in the Magisterial Districts of Bellville, Clanwilliam, Goodwood, Hermanus, Hopefield, Malmesbury, Namaqualand, Piketberg, Simonstwon, The Cape, Vanrhynsdorp, Vredenburg, Vredendal and Wynberg.

2. DEFINITIONS

(1) Unless the context otherwise indicates, any expression which is used in this Determination and which is defined in the Wage Act, 1957, has the same meaning as in that Act and, unless inconsistent with the context—

“artisan” means an employee who is engaged in work normally performed by a skilled artisan and for the purposes of this definition the expression “skilled artisan” means a person who has served his apprenticeship in a trade designated

in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet;

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

"bediener van 'n outomatiese klink- of dubbelnaatmasjien" 'n werknemer wat deksels in die vultregter of voerder van 'n outomatiese klink- of dubbelnaatmasjien voer en wat die masjien kan aan- en afskakel en versperrings in die baan kan verwyder;

"versorger van bloedwatertenk" 'n werknemer wat bloedwater in tenks pomp en dit kook en wegpomp;

"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;

"toesighoudende ketelbediener" 'n werknemer wat, onder die algemene toesig van 'n voorman of assistent-voorman, toesig hou oor een of meer ketelbedieners of wat daarvoor verantwoordelik is om die waterpeil en stoomdruk in meer as een stoomketel in stand te hou;

"afbreker" 'n werknemer wat kreefsterte van die liggame verwyder;

"blikverpakker" 'n werknemer wat rou of gekookte vis met die hand in blikke of ander verbruikershouers pak;

"bliktoets" 'n werknemer wat blikke deur middel van 'n instrument toets, monsterblikke oopsny of die nate voorberei vir toets- en meetwerk;

"loswerknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is;

"bediener van 'n sentrifugeermasjien" 'n werknemer wat, onder die algemene toesig van 'n voorman of assistent-voorman, die vloeï van vloeistof in sentrifugeermasjiene reguleer en wat daarvoor verantwoordelik is om die regte graad van helderheid in die uitvloeiende olie in stand te hou;

"onderbaas" 'n werknemer wat, onder die algemene toesig van 'n voorman, assistent-voorman, voorvrou of toesighouer, aan die hoof staan van 'n groep arbeiders;

"klerk" 'n werknemer wat skryf-, tik- of liasseerwerk verrig, 'n reken- of 'n ponskaartmasjien bedien, of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, magasynman, versendingsklerk en 'n telefoonskakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk;

"bereier" 'n werknemer wat, onder die algemene toesig van 'n voorman of assistent-voorman, verantwoordelik is vir die insout van vis, die bereiding van pekel en om die tydskuur te bepaal wat die vis in die pekel moet bly.

"dag" die tydperk van 24 uur gereken vanaf die tydskuur waarop die werknemer begin werk;

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of die verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die byeenbring, nagaan, massameting, verpakking, merk, adresseer of versending van sodanige goedere of pakkette;

"drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking "n motorvoertuig-dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos. te bly gereed om te dryf;

"bediener van 'n droogtrom" 'n werknemer wat, onder die algemene toesig van 'n voorman of assistent-voorman, 'n droogtrom bedien of die vloeï van oplosbare viskonsentraat na die tromme reguleer en wat vir die gehalte van die gedroogde produk verantwoordelik is;

"kleurder" 'n werknemer wat vis in kuipe met kleurstof of kleursel inoep;

"noodwerk"—

(a) enige werk wat onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of 'n onklaarmaking van installasie of masjinerie of geboue wat ineenstort of dreig om ineen te stort sonder versuim gedoen moet word;

or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

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

"automatic clinching or double seaming machine feeder" means an employee who feeds lids into the hopper or feed of an automatic clinching or double seaming machine and who may start and stop the machine and clear obstructions in the runway;

"bloodwater tank attendant" means an employee who is engaged in the pumping of bloodwater into tanks and the boiling and pumping away thereof;

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

"boiler attendant-in-charge" means an employee who, under the general supervision of a foreman or assistant foreman, is in charge of one or more boiler attendants or who is responsible for maintaining the water level and steam pressure in more than one boiler;

"breaker" means an employee who is engaged in removing rock lobster tails from the bodies;

"can packer" means an employee who is engaged in packing raw or cooked fish into cans or other consumer containers by hand;

"can tester" means an employee who tests cans by means of any instrument, cuts open sample cans or prepares the seams for inspection and measurement;

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

"centrifuge operator" means an employee who, under the general supervision of a foreman or assistant foreman, is engaged in regulating the flow of liquid into centrifuges and who is responsible for maintaining the proper degree of clarity of the outflowing oil;

"chargehand" means an employee who, under the general supervision of a foreman, assistant foreman, forewoman or supervisor, is in charge of a group of labourers;

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

"curer" means an employee who, under the general supervision of a foreman or assistant foreman, is responsible for the salting of fish, the preparation of brine and for determining the length of time which fish should remain in the brine;

"day" means the period of 24 hours calculated from the time the employee commences work;

"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 such goods or packages;

"driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent 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;

"drum drier operator" means an employee who, under the general supervision of a foreman or assistant foreman, is engaged in operating a drum drier or in regulating the flow of concentrated fish solubles onto the drums and who is responsible for the quality of the dried material;

"dyer" means an employee who dips fish into vats containing dye or colouring matter;

"emergency work" means—

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

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

- (i) skepe;
- (ii) spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens; of
- (iii) voertuie wat deur 'n vervoerkontraakteur gebruik word by die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens; of

(c) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkeure verrig kan word nie;

“bedryfsinrigting” ’n perseel waarop of in verband waarmee een of meer werknemers in die Visverwerkingsnywerheid in diens is;

“versorger van ’n voorkoker” ’n werknemer wat, onder algemene toesig, die vloei van stoom na en die temperatuur of druk in ’n voorkoker beheer;

“ondervinding”, met betrekking tot—

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

(b) alle ander klasse werknemers, die totale tydperk of tydperke wat ’n werknemer in sy klas in die Visverwerkingsnywerheid werksaam was;

“fabrieksklerk” ’n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Bestellings opmaak;
- (b) etikette uitreik of aanteken;
- (c) hoeveelhede of massa van goedere aanteken, uitgesonderd vis wat deur ’n teller of vismassameter gemasseet word;
- (d) bywoningsregisters nagaan of besonderhede aanteken van werknemers wat by die werk is of van die werk afwesig is;
- (e) stukwerkverdiensies aanteken;

“stoker” ’n werknemer wat vure in stoomketels maak of aan die brand hou, met inbegrip van stook, uitskep of hark;

“eerstehulpbediener” ’n werknemer wat in besit is van ’n geldige bekwaamheidsertifikaat in eerstehulp wat uitgereik is deur een van die volgende organisasies:

- (a) Die Suid-Afrikaanse Rooikruisvereniging;
- (b) die St. John Ambulance Association; of
- (c) die Suid-Afrikaanse Noodhulppliga;

en wat in beheer is van ’n eerstehulpkamer;

“eerste koker” ’n werknemer wat, onder die algemene toesig van ’n voorman, assistent-voorman of toesighouer, verantwoordelik is vir die eerste of vooraf kook van vis in ’n retort;

“vis” enige vorm van seelewe wat gewoonlik as voedsel vir menslike verbruik aangewend word;

“visfrikkademaker” ’n werknemer wat ’n meng- of snymasjien bedien en wat toesig hou oor die kookpote wat gebruik word om visfrikkadelle te maak;

“viskoekiemaker” ’n werknemer wat ’n meng- of snymasjien bedien en wat toesig hou oor die bakmasjien wat gebruik word om viskoekies te maak;

“visbakker” ’n werknemer wat vis bak;

“Visverwerkingsnywerheid” die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat geregistreer is of aan registrasie onderworpe is ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, met die doel om een of meer van die volgende werksaamhede te verrig, naamlik:

(i) Die bottel, inmaak, bereiding, preserving (met inbegrip van preserving deur middel van bevriesing of diepbevriesing), insout, rook of droog van vis vir menslike verbruik;

(ii) die vervaardiging van visprodukte wat vir menslike verbruik bedoel is;

(iii) die vervaardiging van vismeel;

(iv) die vervaardiging of bottel van visolie;

en omvat dit alle werksaamhede wat daarmee in verband staan of daaruit voortspuit;

“versorger van vismeelkooktoestel” ’n werknemer wat, onder die algemene toesig van ’n voorman of assistent-voorman, die toevoer van vis na en die temperatuur en drukings in ’n kooktoestel wat onafgebroke kook in ’n vismeelinstallasie reguleer;

“vispersversorger” ’n werknemer wat, onder die algemene toesig van ’n voorman of assistent-voorman, die spoed van ’n vispers reguleer en die uitgeperste vloeistof wegpomp;

(b) any work connected with the loading or unloading of—

- (i) ships;
- (ii) trucks or vehicles of the South African Railways and Harbours; or
- (iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours; or

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

“establishment” means any premises in or in connection with which one or more employees are employed in the Fish Processing Industry;

“exhaust box attendant” means an employee who, under general supervision, controls the flow of steam to and the temperature or pressure in an exhaust box;

“experience” means, in relation to—

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

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

“factory clerk” means an employee who is engaged in any one or more of the following duties:

- (a) Assembling orders;
- (b) issuing or recording labels;
- (c) recording quantities or mass of goods, other than fish mass-measured by a tallyman or fish mass-measurer;
- (d) checking attendance records or recording particulars of employees at work or absent from work;
- (e) recording piece-work earnings;

“fireman” means an employee who is engaged in making or maintaining fires in boilers, including stoking, slicing or raking;

“first-aid attendant officer” means an employee who holds a current certificate of competence in first-aid issued by any of the following organisations:

- (a) The South African Red Cross Society;
- (b) the St John Ambulance Association; or
- (c) die Suid-Afrikaanse Noodhulppliga;

and who is in charge of a first-aid room;

“first cooker” means an employee who, under the general supervision of a foreman, assistant foreman or supervisor, is responsible for the first or pre-cooking of fish in a retort;

“fish” means any form of marine life ordinarily used as food for human consumption;

“fish ball maker” means an employee who is engaged in operating a mixing or cutting machine and attending to the cooking pots used in the making of fish balls;

“fish cake maker” means an employee who is engaged in operating a mixing or cutting machine and attending to the frying machine used in the making of fish cakes;

“fish frier” means an employee who is engaged in frying fish;

“Fish Processing Industry” means the Industry in which employers and employees are associated in establishments which are registered or liable to registration in terms of the Factories, Machinery and Building Work Act, 1941, for the purpose of carrying on any one or more of the following activities, namely:

(i) The bottling, canning, curing, preserving (including preservation by means of freezing or deepfreezing), salting, smoking or drying of fish for human consumption;

(ii) the manufacture of fish products intended for human consumption;

(iii) the manufacture of fish meal;

(iv) the manufacture or bottling of fish oil;

and includes all activities incidental to or consequent on any of the aforesaid activities;

“fish meal cooker attendant” means an employee who, under the general supervision of a foreman or assistant foreman, is engaged in regulating the feed of fish to and the temperatures and pressures in a continuous cooker in a fish meal plant;

“fish press attendant” means an employee who, under the general supervision of a foreman or assistant foreman, is engaged in regulating the speed of a fish press and in pumping away the expressed liquid;

"vispompbediener" 'n werknemer wat 'n vakuum-, water- of vispomp of ander uitrustings soos 'n hyser of vervoerband wat gebruik word by die uitpomp of aflaai van vis van 'n vissersboot af, voorvoer, aanskakel of bedien;

"visvelverwyderaar" 'n werknemer wat vis in 'n velverwyderingsmasjien voer;

"vistenkversorger" 'n werknemer wat die toevoer van vis na of van vistenks, bakke of vultregters reguleer;

"vismassameter" 'n werknemer wat die toevoer van vis in die vultregter van 'n skaal reguleer en die vis by die voltooiing van die massameetsiklus uit die vultregter uitlaat en wat die meganisme van die skaal wat die massa afdruk of registreer, kan bedien;

"viswerker" 'n werknemer wat in een of meer van die volgende hoedanighede in diens is of een of meer van die volgende werksaamhede verrig:

- (a) Kleurder;
- (b) vis in mootjies sny, skubbe van vis afkrap, vis afwerk, was, skraap of sny, of visvelle met die hand afstroop;
- (c) visgraatverwyderaar;
- (d) afbreker;
- (e) afdopper;
- (f) oopsnyer;
- (g) verpakker, uitgesonderd 'n blikverpakker of 'n werknemer in item (q) onder "arbeider" vermeld;

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

"voorvrou" 'n vroulike werknemer wat, onder die algemene toesig van 'n voorman of assistent-voorman, aan die hoof staan van die vroulike werknemers in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul werk doeltreffend verrig;

"werknemer graad I" 'n werknemer wat in een of meer van die volgende hoedanighede in diens is:

- (a) Voerder van 'n outomatiese klink- of dubbelnaatmasjien;
- (b) bediener van 'n outomatiese etiketteermasjien;
- (c) bediener van 'n outomatiese vakuum-sluitmasjien;
- (d) bediener van 'n sentrifugeermasjien;
- (e) bediener van 'n droogtrom;
- (f) vispompbediener;
- (g) versorger van 'n koelinstallasie;
- (h) retortbediener;
- (i) bediener van 'n afvalwaterinstallasie;
- (j) teller;
- (k) trekkerdrywer, uitgesonderd 'n binnevervoerdrywer;

"werknemer graad II" 'n werknemer wat in een of meer van die volgende hoedanighede in diens is of een of meer van die volgende werksaamhede verrig:

- (a) Ketelbediener;
- (b) eerste koker;
- (c) visvelverwyderaar;
- (d) handsoldeerwerk;
- (e) bakke, kratte of kiste uit onvoorbereide materiaal vervaardig;
- (f) binnevervoerdrywer;
- (g) bediener van 'n nie-outomatiese of half-outomatiese klink- of naatmasjien;
- (h) bediener van 'n nie-outomatiese etiketteermasjien;
- (i) versorger van beskermende klere;
- (j) bediener van 'n kisvervaardigings- of vasspykermasjien;
- (k) sousmenger;
- (l) roker;

"werknemer graad III" 'n werknemer wat in een of meer van die volgende hoedanighede in diens is of een of meer van die volgende werksaamhede verrig:

- (a) 'n Ambagsman help sonder om gereedskap selfstandig te gebruik;
- (b) karton- of ander houers vasbind, met draad vasmaak, vaskram of bande daarom sit;
- (c) versorger van 'n bloedwaterrenk;
- (d) blikverpakker;
- (e) bliktoetsers;
- (f) briewe, boodskappe of ander artikels te voet of per trapfiets, driewiel of handvoertuig buite sy werkgewer se bedryfsinrigting aflewer;
- (g) versorger van 'n voorkoker;

"fish pump operator" means an employee who is engaged in priming, starting or operating a vacuum, water or fish pump or other equipment such as an elevator or a conveyor used in the pumping out or off-loading of fish from a fishing boat;

"fish separator" means an employee who is engaged in feeding fish into a fish skinning machine;

"fish tank attendant" means an employee who is engaged in regulating the flow of fish to or from fish tanks, bins or hoppers;

"fish mass-measurer" means an employee who is engaged in regulating the flow of fish into the hopper of a mass-measure and discharging the fish from such hopper on completion of the mass-measuring cycle and who may operate the mass printing or recording mechanism of the mass-measure;

"fish worker" means an employee who is engaged in any one or more of the following capacities or activities:

- (a) Dyer;
- (b) filleting, scaling, trimming, washing, scraping or cutting fish or removing skins from fish by hand;
- (c) sticker;
- (d) breaker;
- (e) sheller;
- (f) gutter;
- (g) packer, other than a can packer or an employee referred to in item (q) of "labourer";

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

"forewoman" means a female employee who, under the general supervision of a foreman or assistant foreman, is in charge of the female employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

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

- (a) Automatic clinching or double seaming machine feeder;
- (b) automatic labelling machine operator;
- (c) automatic vacuum closing machine operator;
- (d) centrifuge operator;
- (e) drum drier operator;
- (f) fish pump operator;
- (g) refrigeration plant attendant;
- (h) retort operator;
- (i) stickwater plant operator;
- (j) tallyman;
- (k) tractor driver, other than an internal transport driver;

"Grade II employee" means an employee who is engaged in any one or more of the following capacities or activities:

- (a) Boiler attendant;
- (b) first cooker;
- (c) fish separator;
- (d) hand soldering;
- (e) making trays, crates or boxes from uncut material;
- (f) internal transport driver;
- (g) operator of a non-automatic or semi-automatic clinching or seaming machine;
- (h) operating a non-automatic labelling machine;
- (i) protective clothing attendant;
- (j) operator of a box-making or nailing machine;
- (k) sauce mixer;
- (l) smoker;

"Grade III employee" means an employee who is engaged in any one or more of the following capacities or activities:

- (a) Assisting an artisan other than by the independent use of tools;
- (b) binding, wiring, stapling or strapping cartons or other containers;
- (c) bloodwater tank attendant;
- (d) can packer;
- (e) can tester;
- (f) delivering letters, messages or other articles on foot or by means of a bicycle, tricycle or hand-propelled vehicle outside his employer's establishment;
- (g) exhaust box attendant;

- (h) visfrikkelmaker;
- (i) viskoekmaker;
- (j) visbakker;
- (k) viswerker;
- (l) stoker;
- (m) met die hand of handmasjien houers met vissmeer vul;
- (n) vismassameter;
- (o) vistenkversorger;
- (p) versorger van 'n vismeelkooktoestel;
- (q) vispersversorger;
- (r) beskermende klere stryk en heelmaak;
- (s) met die hand etiketteer;
- (t) meulversorger;
- (u) voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (v) een of meer van die volgende masjiene bedien of versorg:

Outomatiese sakvul- of massameetmasjien;
 outomatiese pekel- of sousvulmasjien;
 saktoemaak-, saktoenaai- of hitteseëlmasjien;
 mandjie- of trolleikantelmasjien;
 bliksorteermasjien;
 klerewasmasjien of toldroër;
 dreineermasjien;
 masjien wat vis in skyfies sny, opsny of in mootjies sny;
 ysvergruismasjien;
 vismeul;
 nie-outomatiese etiketteermasjien;
 kraghyser of -vervoerband;
 kragwindas, -kaapstander of -hyskraan;
 hystoestel of sleepskop;
 was- of steriliseermasjien;

- (w) etikette perforeer;
- (x) versorger van 'n droër van geperste viskoek;
- (y) bakke, kratte of kiste met die hand herstel;
- (z) sous- of soppotversorger;
- (aa) kiste, sakke, karton- of ander houers sjabloneer of merk (maar nie adresseer nie) of etikette wat reeds van 'n adres voorsien is aan kiste, sakke, kartonhouers, konkas of ander pakkies aanbring;
- (ab) datums op artikels stempel of datumstempels verander;
- (ac) sous of sop met die hand roer;
- (ad) massameet, uitgesonderd volgens 'n gestelde skaal;

"oopsnyer" 'n werknemer wat die ingewande van rou of gekookte kreefsterte uithaal en die kante van die vleis gelyk sny of vis, uitgesonderd kreef, oopsny;

"faktotum" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, en wat ook kleinere herstelwerk of opknappings aan geboue kan doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie;

"binnevervoerdrywer" 'n werknemer wat 'n mobiele kragvoertuig of 'n hystoestel dryf of bedien wat gebruik word vir die laai, aflaai, verskuiwing of opstapeling van goedere binne 'n bedryfsinrigting;

"arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Bakke, kratte of kiste van duie of vooraf bereide materiaal met die hand inmeekaarsit (met inbegrip van aanmeekaar spyker);
- (b) op afleweringvoertuie behulpsaam wees, uitgesonderd die voertuie dryf of herstelwerk aan hulle doen;
- (c) stoomketels of tenks binne-in skoonmaak;
- (d) persele, voertuie, installasie, implemente, masjinerie, gereedskap, werktuie, meubels of ander artikels skoonmaak, vee of was, uitgesonderd die was van vis;
- (e) boodskappe of artikels binne 'n bedryfsinrigting aflewer of afhaal;
- (f) houers leegmaak;
- (g) 'n masjien met die hand voer of vis, kiste, blikke of ander houers op vervoerbande plaas of daarvan afhaal;
- (h) tuinwerk;
- (i) vis op die dek of in die ruim van 'n vissersboot met 'n waterslang bespuit om die aflaai te vergemaklik;
- (j) goedere of artikels met die hand oplig, dra, versit of opstapel;
- (k) laai of aflaai;
- (l) duie losmaak;
- (m) tee, koffie of soortgelyke drank maak;
- (n) kiste, bale, konkas of ander pakkette oopmaak, verseël of toemaak, met inbegrip van kartonhouers vasgom of vaslym;

- (h) fish ball maker;
- (i) fish cake maker;
- (j) fish frier;
- (k) fish worker;
- (l) fireman;
- (m) filling containers with fish paste by hand or hand-operated machine;
- (n) fish mass-measurer;
- (o) fish tank attendant;
- (p) fish meal cooker attendant;
- (q) fish press attendant;
- (r) ironing or mending protective clothing;
- (s) labelling by hand;
- (t) mill attendant;
- (u) oiling or greasing vehicles, other than motor vehicles;
- (v) operating or attending any one or more of the following machines:

Automatic bag filling or mass-measuring machine;
 automatic brine or sauce filling machine;
 bag closing, bag sewing or heat sealing machine;
 basket or trolley tipping machine;
 can unscrambling machine;
 clothes washing machine or spin drier;
 draining machine;
 fish slicing, cutting or filleting machine;
 ice-crushing machine;
 mincing machine;
 non-automatic labelling machine;
 power-driven elevator or conveyor;
 power-driven winch, capstan or crane;
 hoist or dragline shovel;
 washing or sterilising machine;

- (w) perforating labels;
- (x) press cake drier attendant;
- (y) repairing trays, crates or boxes by hand;
- (z) sauce or soup pot attendant;

(aa) stencilling or marking (but not addressing) boxes, bags, cartons or other containers or affixing ready addressed labels to boxes, bags, cartons, drums or other packages;

- (ab) stamping dates on articles or altering date stamps;
- (ac) stirring sauce or soup by hand;
- (ad) mass-measuring, other than to a set mass-measure;

"gutter" means an employee who is engaged in removing the gut from raw or cooked rock lobster tails and trimming the edges of the meat or gutting fish other than rock lobsters;

"handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan;

"internal transport driver" means an employee who is engaged in driving or operating a mobile power-driven vehicle or hoist used in the loading, unloading, moving or stacking of goods within an establishment;

"labourer" means an employee who is engaged in any one or more of the following activities:

- (a) Assembling (including nailing) trays, crates or boxes from shooks or ready prepared material by hand;
- (b) assisting on delivery vehicles, other than driving or effecting repairs;
- (c) cleaning out boilers or tanks;
- (d) cleaning, sweeping or washing premises, vehicles, plant, implements, machinery, tools, utensils, furniture or other articles, but excluding the washing of fish;
- (e) delivering or collecting messages or articles within an establishment;
- (f) emptying containers;
- (g) feeding a machine by hand or placing on or taking off fish, boxes, cans or other containers from a conveyor belt;
- (h) gardening work;
- (i) hosing fish on the deck or in the hold of a fishing boat to facilitate unloading;
- (j) lifting, carrying, moving or stacking goods or articles by hand;
- (k) loading or unloading;
- (l) loosening shooks;
- (m) making tea, coffee or similar beverages;
- (n) opening, sealing or closing boxes, bales, drums or other packages, including gumming or glueing cartons;

- (o) krane of kleppe onder toesig oop- of toemaak;
- (p) 'n hyser, windas of kaapstander met die hand bedien;
- (q) artikels van dieselfde grootte en getal verpak in houers wat spesiaal gemaak is om sodanige artikels te bevat;
- (r) met die hand 'n deksel of ander prop op bottels of blikke sit of papierskyfies op deksels, of op verpakte blikke aanbring of perkamentvierkante in leë blikke plaas;
- (s) enige voertuig of trek stoot of trek, uitgesonderd deur middel van 'n kragtoestel;
- (t) vullis of as verwyder;
- (u) visafval verwyder;
- (v) vis volgens grootte of soort sorteer;
- (w) vis op 'n band of vervoerband spreid of plaas;
- (x) gebuigde flense van blikke reguit maak;
- (y) riffelvelselbord- of dergelike houers met die hand uitpak of oopmaak of klaargemaakte houers opstel;
- (z) bottels, blikke, skottels of ander houers met die hand was;
- (aa) volgens 'n gestelde skaal massameet;

"wet" ook die gemene reg;

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

"masjienbediener of -versorger" 'n werknemer wat 'n kragmasjien bedien, versorg, aan- of afskakel, wat die werk deur die masjien gedoen ondersoek of nagaan, wat geringe herstel- of verstellingswerk aan die masjien kan doen terwyl dit loop en wat sodanige masjien kan voer en goed daarvan kan afhaal, en het die uitdrukking "n masjien bedien" of "n masjien versorg" 'n ooreenstemmende betekenis;

"bestuurder" 'n werknemer wat deur sy werkgever belas is met die algehele—

- (a) toesig oor;
- (b) verantwoordelikheid vir; en
- (c) leiding van;

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk;

"meulversorger" 'n werknemer wat, onder die algemene toesig van 'n voorman of assistent-voorman, nat of droë meulens aanskakel, afskakel en skoonmaak, die vloei van materiaal na die meulens reguleer en wat die magnete aan of voor meulens periodiek kan skoonmaak;

"motorvoertuig" 'n krag-aangedrewe voertuig wat gebruik word vir die vervoer van goedere buite die werkgever se bedryfsinrigting en omvat dit ook 'n voorhaker maar nie 'n trekker nie;

"nagskof" enige werktydperk tussen 18h00 en 06h00;

"deeltydse drywer van 'n motorvoertuig" 'n werknemer wat in die reël ander werk doen as om 'n motorvoertuig te dryf maar wat op meer as twee dae in 'n week 'n motorvoertuig vir altesaam hoogstens drie uur op enige sodanige dag dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat hy dryf en alle tyd wat die drywer, terwyl hy in beheer van die voertuig is, aan werk in verband met die voertuig of die vraag bestee;

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

"versorger van 'n droër van geperste viskoek" 'n werknemer wat, onder die algemene toesig van 'n voorman of assistent-voorman, die voggehalte van vismeel kontroleer deur die beheer van stoomkleppe, dempers, lugroosters, verstelbare spoed- of ander toestelle;

"versorger van beskermende klere" 'n werknemer wat beskermende klere aan werknemers uitgereik en oor die was, streek en heelmaak daarvan toesig hou;

"gekwalifiseerd" ten opsigte van 'n werknemer, dat sy ondervinding in sy klas hom geregtig maak op die hoogste loon wat vir dié klas voorgeskryf word, en omgekeerd beteken "ongekwalifiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loon geregtig maak nie;

"retortbediener" 'n werknemer wat, onder die algemene toesig van 'n voorman of assistent-voorman, vir die kook en sterilisering van enige verpakking verantwoordelik is;

- (o) opening or closing cocks or valves under supervision;
- (p) operating a hoist, winch or capstan by hand;
- (q) packing articles of a uniform size and number into containers specially made to contain such articles;
- (r) placing a lid or other closure on bottles or cans by hand or placing paper discs on lids or on packed cans or placing parchment squares in empty cans;
- (s) pushing or pulling any vehicle or truck, other than by power-driven device;
- (t) removing refuse or ashes;
- (u) removing fish offal;
- (v) sorting fish according to size or variety;
- (w) spreading or placing fish on a belt or conveyor;
- (x) straightening bent flanges of cans;
- (y) unpacking or opening corrugated fibre board or similar containers by hand or setting up ready-made containers;
- (z) washing bottles, tins, dishes or other containers by hand;
- (aa) mass-measuring to a set mass-measure;

"law" includes the common law;

"machine handyman" means an employee, other than an artisan, who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment but who does not do work normally performed by an artisan;

"machine operator or attendant" means an employee who operates, attends, starts or stops a power-driven machine, who scrutinises or checks the work done by the machine, who may make minor running repairs or adjustments to the machine and who may feed into or take off from such machine, and the expression "operating a machine" or "attending a machine" has a corresponding meaning;

"manager" means an employee who is charged by his employer with the overall—

- (a) supervision over;
- (b) responsibility for; and
- (c) direction of;

the activities of an establishment and the employees engaged therein;

"mill attendant" means an employee who, under the general supervision of a foreman or assistant foreman, is engaged in starting, stopping and cleaning wet or dry mills, regulating the flow of material to the mills and who may periodically clean the magnets on or in front of mills;

"motor vehicle" means any power-driven vehicle used for conveying goods outside the employer's establishment and includes a mechanical horse but excludes a tractor;

"night shift" means any period of work between 18h00 and 06h00;

"part-time driver of a motor vehicle" means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver, while in charge of the vehicle, on work connected with the vehicle or the load;

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

"press cake drier attendant" means an employee who, under the general supervision of a foreman or assistant foreman, is engaged in controlling the moisture content of fish meal by operating steam valves, damper, vents, variable speed drivers or other devices;

"protective clothing attendant" means an employee who is engaged in issuing protective clothing to employees and supervising the washing, ironing and mending of such clothing;

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

"retort operator" means an employee who, under the general supervision of a foreman or assistant foreman, is responsible for the cooking and sterilisation of any pack;

"sousmenger" 'n werknemer wat betrokke is by en verantwoordelik is vir die massa-uitmeting, uitgesonderd volgens 'n gestelde skaal, van hoeveelhede tamatiepuree of ander sous of bestanddele;

"sous- of soppotversorger" 'n werknemer wat, onder die algemene toesig van 'n voorman, assistent-voorman, voorvrou of toesighouer, sous of sop kook, maar uitgesonderd die kook van sop vir werknemers;

"afdopper" 'n werknemer wat die dop van die kreef se stert verwyder;

"senior bestuurs- of administratiewe werknemer" 'n werknemer wat in opdrag van sy werkgever werk verrig wat verantwoordelikheid meebring vir die neem van besluite van 'n administratiewe aard by die uitvoering van die werksaamhede van 'n bedryfsinrigting;

"korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n slapte in die bedryf, 'n tekort aan grondstowwe of vervoer, die wisselvalligheid van die weer, 'n onklaarraking van masjinerie of installasie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word;

"roker" 'n werknemer wat, onder die algemene toesig van 'n voorman, assistent-voorman of voorvrou, rookhuisvure aan die brand steek, in stand hou en sodanige vure gedurende die rokingstydperk op die vereiste vlakke hou;

"visgraatverwyderaar" 'n werknemer wat die vleis van die graat van 'n vis verwyder;

"bediener van 'n afvalwaterinstallasie" 'n werknemer wat die vloei van ongekonsentreerde afvalwater na 'n verdampings- of konsentrasie-installasie vir afvalwater reguleer, die vloei van afvalwater van die een vat na die ander reguleer, die stoomdruk beheer en die gekonsentreerde afvalwater wegpomp en wat ook die viskositeit of digtheid van die gekonsentreerde afvalwater kan toets;

"toesighouer" 'n werknemer, uitgesonderd 'n voorman, assistent-voorman of voorvrou, wat toesig hou oor werknemers graad I, graad II of graad III en wat ook oor arbeiders toesig kan hou;

"teller" 'n werknemer wat die vis wat van 'n vissersboot of voertuig afgelaai word as enkele eenhede tel of wat die getal mandjies, kiste, kratte of ander mate vis tel of wat die vis massameet en die hoeveelhede of massa daarvan skriftelik op 'n vel of kaart aanteken;

"tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgever werk van 'n tegniese of professionele aard verrig;

"sleepwa" enige vervoermiddel wat deur 'n motorvoertuig getrek word;

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat in die geval van 'n twee- of driewielmotorfiets, bromponie of bromfiets of 'n trapfiets met hulpmotor die onbelaste massa geag word hoogstens 450 kg te wees;

"loon" die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat—

(i) as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

(ii) die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;

"wag" 'n werknemer wat 'n perseel of eiendom bewaak;

"witvis" stokvis, tongvis, koningsklip, halfkoord of enige ander vis wat gewoonlik deur middel van diepseetreilmodes gevang word.

(2) By die toepassing van hierdie Vasstelling word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

3. BESOLDIGING

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

"sauce mixer" means an employee who is engaged in and responsible for mass-measuring out, other than to a set mass-measure, quantities of tomato puree or other sauce or ingredients;

"sauce or soup pot attendant" means an employee who, under the general supervision of a foreman, assistant foreman, forwoman or supervisor, is engaged in cooking sauces or soups, but not including the cooking of soup for employees;

"sheller" means an employee who is engaged in removing the shell from rock lobster tails;

"senior managerial or administrative employee" means an employee who is charged by his employer with the performance of work entailing responsibility for taking decisions of an administrative character in the conduct of the activities of an establishment;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials or transport, the vagaries of the weather, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings;

"smoker" means an employee who, under the general supervision of a foreman, assistant foreman, or forewoman, is engaged in lighting, replenishing and keeping smoke-house fires at the required levels for the period of smoking;

"sticker" means an employee who is engaged in splitting the flesh from the bone of the fish;

"stickwater plant operator" means an employee who is engaged in regulating the flow of unconcentrated stickwater to a stickwater evaporation or concentration plant, regulating the flow of stickwater from one vessel to another, controlling the steam pressure and pumping the concentrated stickwater away and who may also test the viscosity or density of the concentrated stickwater;

"supervisor" means an employee, other than a foreman, assistant foreman or forewoman, who supervises Grade I, Grade II or Grade III employees and who may in addition supervise labourers;

"tallyman" means an employee who counts the fish discharged from a fishing boat or vehicle as single units or counts the number of baskets, boxes, crates or other measure of fish or mass-measures the fish and records by writing on a sheet or card the quantities or mass;

"technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character;

"trailer" means any conveyance drawn by a motor vehicle;

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two-wheeled or three-wheeled motor cycle, motor scooter or autocycle or a cycle fitted with an auxiliary engine, the unladen mass shall be deemed not to exceed 450 kg;

"wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that—

(i) 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;

(ii) the first 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;

"watchman" means an employee who is engaged in guarding premises or property;

"white fish" means stockfish, sole, kingklip, albacore or any other fish normally caught by means of deep-sea trawling.

(2) For the purposes of this Determination an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

3. REMUNERATION

(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out hereunder:

(a) *Werknemers, uitgesonderd los werknemers:*

(i) In alle seksies van die Nywerheid:

	In die landdrostrikte Bellville, Die Kaap, Goodwood, Simonstad, en Wynberg		In alle ander gebiede	
	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week
	R	R	R	R
Ambagsman.....	74,00	78,00	66,00	69,00
Assistent-voorman.....	66,00	70,00	59,00	62,00
Toesighoudende ketelbediener.....	37,00	40,00	32,50	35,50
Klerk, vrou, ongekwalifiseerd—				
gedurende die eerste jaar ondervinding.....	29,08	30,92	25,85	27,46
gedurende die tweede jaar ondervinding.....	32,31	34,15	28,62	30,46
gedurende die derde jaar ondervinding.....	35,54	37,38	31,38	33,46
gedurende die vierde jaar ondervinding.....	38,77	40,62	34,15	36,46
Daarna, as gekwalifiseerd.....	42,00	43,85	36,92	39,46
Klerk, man, ongekwalifiseerd—				
gedurende die eerste jaar ondervinding.....	31,38	33,23	27,69	29,54
gedurende die tweede jaar ondervinding.....	36,92	39,00	32,54	34,62
gedurende die derde jaar ondervinding.....	42,46	44,77	37,38	39,69
gedurende die vierde jaar ondervinding.....	48,00	50,54	42,23	44,77
gedurende die vyfde jaar ondervinding.....	53,54	56,31	47,08	49,85
Daarna, as gekwalifiseerd.....	59,08	62,08	51,92	54,92
Bereier.....	53,00	56,00	47,00	50,00
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—				
(i) hoogstens 450 kg is.....	30,00	32,40	26,20	28,50
(ii) meer as 450 kg maar hoogstens 2 700 kg is.....	35,70	38,60	31,30	34,10
(iii) meer as 2 700 kg maar hoogstens 4 500 kg is.....	41,50	44,80	36,40	39,70
(iv) meer as 4 500 kg is.....	47,50	51,00	41,50	45,30
Voorman.....	77,00	81,00	69,00	72,00
Voorvrou.....	47,00	50,00	41,00	44,00
Faktotum.....	37,00	40,00	32,50	35,50
Masjienfaktotum.....	47,00	50,00	41,00	44,00
Deeltydse drywer van 'n motorvoertuig.....	31,50	34,00	27,70	30,20

(ii)

	In die landdrostrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg				In alle ander gebiede			
	In die witvisverwerkingseksie van die Nywerheid		In die res van die Nywerheid		In die witvisverwerkingseksie van die Nywerheid		In die res van die Nywerheid	
	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week
	R	R	R	R	R	R	R	R
Onderbaas.....	29,40	31,80	30,50	33,00	22,60	24,40	26,80	29,30
Fabrieksklerk, ongekwalifiseerd—								
gedurende die eerste ses maande ondervinding.....	26,40	28,60	27,50	29,70	20,40	22,00	24,20	26,40
gedurende die tweede ses maande ondervinding.....	30,40	32,95	31,60	34,20	23,45	25,30	27,85	30,40
Daarna, as gekwalifiseerd.....	34,40	37,30	35,80	38,70	26,50	28,60	31,50	34,40
Eerstehulpbediener.....	36,50	39,50	38,00	41,00	28,00	30,40	33,40	36,40
Werknemer graad I, ongekwalifiseerd—								
gedurende die eerste twee maande ondervinding.....	28,40	30,80	29,60	32,00	21,90	23,70	26,00	28,40
gedurende die tweede twee maande ondervinding.....	30,60	33,20	31,90	34,50	23,60	25,55	28,00	30,65
Daarna, as gekwalifiseerd.....	32,80	35,60	34,20	37,00	25,30	27,40	30,20	32,90
Werknemer graad II, ongekwalifiseerd—								
gedurende die eerste twee maande ondervinding.....	25,80	28,00	26,80	29,00	19,90	21,50	23,70	25,80
Daarna, as gekwalifiseerd.....	29,40	31,80	30,50	33,00	22,60	24,40	26,80	29,30
Werknemer graad III, vrou.....	24,50	26,50	25,50	27,60	18,90	20,40	22,50	24,50
Werknemer graad III, man.....	25,80	28,00	26,80	29,00	19,90	21,50	23,70	25,80
Arbeider, vrou.....	22,50	24,40	23,50	25,38	17,40	18,80	20,60	22,50
Arbeider, man, 18 jaar of ouer.....	24,00	26,00	25,00	27,00	18,50	20,00	22,00	24,00
Arbeider, man, jonger as 18 jaar.....	19,20	20,80	20,00	21,60	14,80	16,00	17,60	19,20
Toesighouer.....	35,50	38,50	37,00	40,00	27,40	29,60	32,50	35,50
Wag.....	27,20	29,40	28,20	30,50	20,90	22,60	24,75	27,00
Werknemer nie uitdruklik elders in hierdie subklousule gemeld nie.....	27,20	29,40	28,20	30,50	20,90	22,60	24,75	27,00

(aa) Gedurende die eerste jaar nadat hierdie Vastelling bindend word.

(ab) Daarna.

(a) *Employees other than casual employees:*(i) *In all sections of the Industry:*

	In the Magisterial Districts of Bellville, Goodwood, Simonstown, The Cape and Wynberg		In all other areas	
	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week
Artisan.....	R 74,00	R 78,00	R 66,00	R 69,00
Assistant foreman.....	66,00	70,00	59,00	62,00
Boiler attendant-in-charge.....	37,00	40,00	32,50	35,50
Clerk, female, unqualified—				
during the first year of experience.....	29,08	30,92	25,85	27,46
during the second year of experience.....	32,31	34,15	28,62	30,46
during the third year of experience.....	35,54	37,38	31,38	33,46
during the fourth year of experience.....	38,77	40,62	34,15	36,46
Thereafter, as qualified.....	42,00	43,85	36,92	39,46
Clerk, male, unqualified—				
during the first year of experience.....	31,38	33,23	27,69	29,54
during the second year of experience.....	36,92	39,00	32,54	34,62
during the third year of experience.....	42,46	44,77	37,38	39,69
during the fourth year of experience.....	48,00	50,54	42,23	44,77
during the fifth year of experience.....	53,54	56,31	47,08	49,85
Thereafter, as qualified.....	59,08	62,08	51,92	54,92
Curer.....	53,00	56,00	47,00	50,00
Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—				
(i) does not exceed 450 kg.....	30,00	32,40	26,20	28,50
(ii) exceeds 450 kg but not 2 700 kg.....	35,70	38,60	31,30	34,10
(iii) exceeds 2 700 kg but not 4 500 kg.....	41,50	44,80	36,40	39,70
(iv) exceeds 4 500 kg.....	47,50	51,00	41,50	45,30
Foreman.....	77,00	81,00	69,00	72,00
Forewoman.....	47,00	50,00	41,00	44,00
Handyman.....	37,00	40,00	32,50	35,50
Machine handyman.....	47,00	50,00	41,00	44,00
Part-time driver of a motor vehicle.....	31,50	34,00	27,70	30,20

(ii)

	In the Magisterial Districts of Bellville, Goodwood, Simonstown, The Cape and Wynberg				In all other areas			
	In the white fish processing section of the Industry		In the rest of the Industry		In the white fish processing section of the Industry		In the rest of the Industry	
	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week
Chargehand.....	R 29,40	R 31,80	R 30,50	R 33,00	R 22,60	R 24,40	R 26,80	R 29,30
Factory clerk, unqualified—								
during the first six months of experience.....	26,40	28,60	27,50	29,70	20,40	22,00	24,20	26,40
during the second six months of experience.....	30,40	32,95	31,60	34,20	23,45	25,30	27,85	30,40
Thereafter, as qualified.....	34,40	37,30	35,80	38,70	26,50	28,60	31,50	34,40
First-aid attendant.....	36,50	39,50	38,00	41,00	28,00	30,40	33,40	36,40
Grade I employee, unqualified—								
during the first two months of experience.....	28,40	30,80	29,60	32,00	21,90	23,70	26,00	28,40
during the second two months of experience.....	30,60	33,20	31,90	34,50	23,60	25,55	28,00	30,65
Thereafter, as qualified.....	32,80	35,60	34,20	37,00	25,30	27,40	30,20	32,90
Grade II employee, unqualified—								
during the first two months of experience.....	25,80	28,00	26,80	29,00	19,90	21,50	23,70	25,80
Thereafter, as qualified.....	29,40	31,80	30,50	33,00	22,60	24,40	26,80	29,30
Grade III employee, female.....	24,50	26,50	25,50	27,60	18,90	20,40	22,50	24,50
Grade III employee, male.....	25,80	28,00	26,80	29,00	19,90	21,50	23,70	25,80
Labourer, female.....	22,50	24,40	23,50	25,38	17,40	18,80	20,60	22,50
Labourer, male, 18 years of age or over.....	24,00	26,00	25,00	27,00	18,50	20,00	22,00	24,00
Labourer, male, under 18 years of age.....	19,20	20,80	20,00	21,60	14,80	16,00	17,60	19,20
Supervisor.....	35,50	38,50	37,00	40,00	27,40	29,60	32,50	35,50
Watchman.....	27,20	29,40	28,20	30,50	20,90	22,60	24,75	27,00
Employee not elsewhere in this sub-clause specifically mentioned.....	27,20	29,40	28,20	30,50	20,90	22,60	24,75	27,00

(aa) During the first year after this Determination becomes binding.

(ab) Thereafter.

(b) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat—

(i) waar die werkgever van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" beteken die weekloon wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

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

(2) *Kontrakgrondslag.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

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

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

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

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

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

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

Met dien verstande dat—

(i) hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag 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 voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur 46.

(b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—

(i) vyf, in die geval van 'n werknemer wat normaalweg vyf dae per week werk;

(ii) ses, in die geval van enige ander werknemer.

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

(5) *Nagskofftoelae.*—(a) 'n Werkgever wat van sy werknemer, uitgesonderd 'n los werknemer of 'n wag, vereis of hom toelaat om nagskoffwerk te verrig, moet so 'n werknemer, benewens sy loon, 'n toelae betaal teen minstens 10 persent van sy uurloon vir elke uur of gedeelte van 'n uur wat so 'n werknemer binne sy gewone werkure nagskoffwerk verrig.

(b) Paragraaf (a) is nie op 'n voorman, 'n assistent-voorman, 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer van toepassing nie indien en solank so 'n werknemer gereeld 'n loon teen minstens R600 per maand ontvang in die landdrosdistrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg, R550 per maand in die landdrosdistrik Vredenburg en R500 per maand in die ander gebiede.

(b) *Casual employee.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that—

(i) where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class;

(ii) where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent.

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

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

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

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

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

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate; and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided that—

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

(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 prescribed wage is the same as or lower than that prescribed for such employee.

(4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by 46.

(b) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by—

(i) five, in the case of an employee who normally works a five-day week;

(ii) six, in the case of any other employee.

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

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

(b) Paragraph (a) shall not apply to a foreman, an assistant foreman, a senior managerial or administrative employee or a technical or professional employee if and for so long as such an employee is in receipt of regular remuneration at a rate of not less than R600 per month in the Magisterial Districts of Bellville, Goodwood, Simonstown, The Cape and Wynberg, R550 per month in the Magisterial District of Vredenburg and R500 per month in the other areas.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer (of in die geval van 'n werknemer wat nagskof werk, op 'n tydstip waarvoor sodanige werkgever en sy werknemer ooreengekom het en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar hoogstens 24 uur na die gewone betaaldag) of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseelde koevert of houer wees waarop, of wat vergesel moet gaan van 'n staat waarop, gemeld word—

- (a) die werkgever se naam;
- (b) die werknemer se naam of sy nommer op die betaalstaat en sy beroep;
- (c) die getal gewone werkure wat die werknemer gewerk het;
- (d) die getal ure wat die werknemer oortyd gewerk het;
- (e) die getal ure wat die werknemer op 'n Sondag, 'n openbare vakansiedag in klousule 8 (1) bedoel, of gedurende sy vry periode gewerk het;
- (f) die werknemer se loon;
- (g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (h) besonderhede van enige bedrag wat afgetrek is;
- (i) die werklike bedrag wat aan die werknemer betaal word; en
- (j) die tydperk waarvoor die betaling geskied;

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

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

(ii) voornoemde inligting betreffende tyd gewerk nie verstrekkend hoeft te word aan 'n werknemer wat ingevolge klousule 5 (10) (a) van die werkbepalings uitgesluit is nie.

(2) *Los werknemer.*—'n Werkgever moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal, of as die werkgever en die werknemer daartoe ooreenkom, op die volgende gewone betaaldag van die bedryfsinrigting.

(3) *Premies.*—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgever betaal of deur hom aangeneem word nie.

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

(5) *Kos en inwoning.*—Behoudens die Swart (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om kos of inwoning of kos en inwoning van hom of van enigiemand anders of op 'n plek deur hom aangewys, aan te neem nie.

(6) *Aftekings.*—'n Werkgever mag sy werknemer geen boetes opleë of enige bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledegeld van vakverenigings;

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

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

(d) wanneer die gewone werkure by klousule 5 voorgeskryf, weens korttyd verminderd word, 'n bedrag van hoogstens die werknemer (uitgesonderd 'n los werknemer) se uurloon vir elke uur van sodanige vermindering: Met dien verstande dat geen aftrekking geskied nie vir die eerste uur waarin daar nie gewerk word nie, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly, during the hours of work or within 15 minutes of ceasing work on the usual pay-day of the establishment for such employee (or in the case of an employee employed on night shift, 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 occupation;
- (c) the number of ordinary hours of work worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the number of hours worked by the employee on a Sunday, a public holiday referred to in clause 8 (1) or his free period;
- (f) the employee's wage;
- (g) the details of any other remuneration arising out of the employee's employment;
- (h) the details of any deductions made;
- (i) the actual amount paid to the employee; and
- (j) the period in respect of which payment is made;

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

(i) at the written request of an employee the amount due to him may be paid into his building society or bank account by his employer who shall hand to him the relevant receipt together with the aforementioned statement;

(ii) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (10) (a).

(2) *Casual employee.*—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment or, if the employer and employee agree thereto, on the next usual pay-day of the establishment.

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an 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) *Board and lodging.*—Save as provided in the Blacks (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

(6) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following:

(a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;

(b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

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

(d) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction to the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided that no deduction shall be made 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;

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

(i) enige paalement op 'n lening wat aan so 'n werknemer toegestaan is vir die verkryging van 'n huis; of

(ii) die huur van 'n huis of vir huisvesting in 'n tehuis wat deur sodanige werknemer bewoon word;

indien sodanige huis of tehuis verskaf is deur bemiddeling van sodanige organisasie geheel of gedeeltelik met fondse wat vir daardie doel deur die Departement van Gemeenskapsbou, 'n plaaslike owerheid of 'n bouvereniging voorgeskiet is.

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

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

(a) in die geval van 'n werknemer wat ses dae per week werk—

(i) 46 in 'n week van Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigeen van die ander dae tot agt en 'n half verleng kan word;

(b) in die geval van 'n werknemer wat vyf dae per week werk—

(i) 46 in 'n week van Maandag tot en met Vrydag; en

(ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart op 'n dag.

(2) 'n Werkgever mag nie van 'n los werknemer vereis of hom toelaat om meer gewone werkure as agt en 'n half op 'n dag te werk nie.

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

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

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

(iii) as sodanige pouse langer as een uur is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;

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

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

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

(4) *Ruspouse.*—'n Werkgever moet, so na as doenlik aan die middel van elke werktydperk in die voor- en namiddag, aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan waarin daar nie van sodanige werknemer vereis of hy hie toegelaat mag word om werk te verrig nie, en daar word geag dat so 'n pouse deel van die gewone werkure van so 'n werknemer uitmaak.

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

(6) *Oortydwerk.*—Alle tyd, uitgesonderd dié op 'n Sondag, wat 'n werknemer langer werk as die getal gewone werkure wat in subklousules (1) en (2) voorgeskryf word, is oortydwerk.

(7) *Beperking van oortydwerk.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—

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

(b) in die geval van enige ander werknemer, 20 uur in 'n week.

(e) with the written consent of an employee, a deduction of any amount which an employer has paid or undertaken to pay to any organisation in respect of—

(i) any instalment on a loan granted to such employee for the acquisition of a house; or

(ii) the rent of any house or accommodation in any hostel occupied by such employee;

if such house or hostel was provided through the agency of such organisation wholly or partly with funds advanced for that purpose by the Department of Community Development, a local authority or a building society.

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

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

(a) in the case of an employee who works a six-day week—

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

(ii) subject to subparagraph (i) hereof, 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 one-half;

(b) in the case of an employee who works a five-day week—

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

(ii) subject to subparagraph (i) hereof, nine and one-quarter on any day.

(2) An employer shall not require or permit a casual employee to work more ordinary hours of work than eight and one-half on any day.

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

(i) an employer may agree with his employee to reduce the period of such interval to not less than half an hour, and in that event, and after the employer has informed the Divisional Inspector, Department of Labour, Cape Town, in writing of such agreement, the interval may be so reduced;

(ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) or (v) applies, shall be deemed to be continuous;

(iii) if such interval be longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked;

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

(v) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may be reduced to 15 minutes;

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

(4) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as near as practicable in the middle of each morning work period and each afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(5) *Hours of work to be consecutive.*—Save as provided in subclause (3), all hours of work of an employee on any day shall be consecutive.

(6) *Overtime.*—All time worked, other than on a Sunday, in excess of the number of ordinary hours of work prescribed in subclauses (1) and (2) shall be overtime.

(7) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime for more than—

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

(b) in the case of any other employee, 20 hours in any week.

(8) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen minstens—

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

(b) in die geval van 'n ander werknemer—

(i) een en 'n derde maal sy gewone loon ten opsigte van oortydwerk van altesaam hoogstens 10 uur deur sodanige werknemer in 'n week gewerk;

(ii) een en 'n half maal sy gewone loon ten opsigte van oortydwerk van altesaam meer as 10 uur deur sodanige werknemer in 'n week gewerk.

(9) *Vroulike werknemers.*—Ondanks andersluidende bepalinge in hierdie klousule mag 'n werkgewer nie van 'n vroulike werknemer vereis of haar toelaat om—

(a) tussen 18h00 en 06h00 te werk nie;

(b) op meer as vyf dae in 'n week na 13h00 te werk nie;

(c) meer as twee uur oortyd op 'n dag te werk nie, behalwe dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk, maar dan só dat die oortydwerk hoogstens 10 uur in enige week is;

(d) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;

(e) op meer as 60 dae in 'n jaar oortyd te werk nie;

(f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd te werk nie, tensy hy—

(i) sodanige werknemer voor 12h00 kennis daarvan gegee het; of

(ii) sodanige werknemer van 'n toereikende ete voorsien het en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of

(iii) sodanige werknemer minstens 45c betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

(10) *Voorbehoudsbepalings.*—(a) Subklousules (1) tot en met (9) is nie van toepassing nie op—

(i) 'n voorman, 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en solank so 'n werknemer gereeld 'n loon van minstens R600 per maand ontvang in die landdrosdistrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg, R550 per maand in die landdrosdistrik Vredenburg en R500 per maand in die ander gebiede;

(ii) 'n wag wie se werkgewer hom 'n vry periode van minstens 24 agtereenvolgende ure in elke week diens toestaan: Met dien verstande dat—

(i) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;

(ii) 'n werkgewer, in plaas daarvan dat hy sodanige vry periode aan sy wag toestaan, sodanige wag dié loon kan betaal wat hy sou ontvang het indien hy nie gedurende sodanige vry periode gewerk het nie, plus 'n bedrag van minstens dubbel sy dagloon ten opsigte van sodanige vry periode wat nie toegestaan is nie.

(b) Subklousules (3) (4), (5) en (7) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.

(c) Subklousule (4) is nie van toepassing nie op 'n eerste-hulpbediener, 'n drywer van 'n motorvoertuig, 'n arbeider wat op 'n afleweringvoertuig help, 'n deeltydse drywer van 'n motorvoertuig, 'n ketelbediener, 'n toesighoudende ketelbediener, 'n werknemer wat aflaaif of 'n werknemer wat regstreeks met die produksie van vismeel of visolie werksaam is.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom verlof verleen en moet die werknemer sodanige verlof neem—

(a) in die geval van 'n wag, 21 agtereenvolgende dae;

(b) in die geval van enige ander werknemer, 14 agtereenvolgende dae;

en moet hy sodanige werknemer ten opsigte van sodanige verlof betaal—

(i) in die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag van minstens drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het;

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

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

(b) in the case of any other employee—

(i) one and one-third times his ordinary wage in respect of overtime not exceeding 10 hours in the aggregate worked by such employee in any week;

(ii) one and one-half times his ordinary wage in respect of overtime worked in excess of 10 hours in the aggregate by such employee in any week.

(9) *Female employees.*—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work—

(a) between 18h00 and 06h00;

(b) after 13h00 on more than five days a week;

(c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday, but so that 10 hours are not exceeded in any week;

(d) overtime on more than three consecutive days in any week;

(e) overtime on more than 60 days in any year;

(f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

(i) before 12h00 given notice thereof to such employee; or

(ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or

(iii) paid such employee not less than 45c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(10) *Savings.*—(a) Subclauses (1) to (9), inclusive, shall not apply to—

(i) a foreman, a senior managerial or administrative employee or a technical or professional employee if and for so long as such employee is in receipt of a regular wage at a rate of not less than R600 per month in the Magisterial Districts of Bellville, Goodwood, Simonstown, The Cape and Wynberg, R550 per month in the Magisterial District of Vredenburg and R500 per month in the other areas;

(ii) a watchman whose employer grants him a free period of at least 24 consecutive hours in every week of employment: Provided that—

(i) he makes no deduction from his watchman's wage in respect thereof;

(ii) an employer may, in lieu of granting his watchman any such free period, pay such watchman the wage which he would have received if he had not worked during such period, plus an amount of not less than double his daily wage in respect of such period not granted.

(b) Subclauses (3), (4), (5) and (7) shall not apply to an employee while he is engaged on emergency work.

(c) Subclause (4) shall not apply to a first-aid attendant, a driver of a motor vehicle, a labourer assisting on a delivery vehicle, a part-time driver of a motor vehicle, a boiler attendant, a boiler attendant-in-charge, an employee engaged in off-loading or an employee employed directly in the production of fish meal or fish oil.

6. ANNUAL LEAVE

(1) Subject to subclause (2), 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 him—

(a) in the case of a watchman, 21 consecutive days' leave;

(b) in the case of every other employee, 14 consecutive days' leave;

and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), 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;

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens twee maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het:

Met dien verstande dat, by die toepassing van hierdie klousule, die weekloon van 'n werknemer wat stukwerk verrig, bereken word op die grondslag uiteengesit in artikel 20 (5) van die Wet op Fabriekke, Masjinerie en Bouwerk, 1941.

(2) Die verlof by subklousule (1) voorgeskryf, moet verleen en geneem word op 'n tyd wat die werkgewer bepaal: Met dien verstande dat—

(i) as sodanige verlof nie eerder verleen is nie, dit, behoudens subklousule (3), so verleen moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet verleen met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

(ii) die tydperk van verlof nie mag saamval nie met siekteverlof wat ingevolge klousule 7 verleen is of met enige tydperk van kennisgewing ingevolge klousule 12 of met enige tydperk van afwesigheid as gevolg van ongeskiktheid in die omstandighede in klousule 7 (1) (b) (ii) of (iv) vermeld van altesaam hoogstens 10 weke in enige bepaalde jaar of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding of diens ingevolge die Verdedigingswet, 1957;

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;

(iv) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

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

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

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

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

(4) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(5) Aan 'n werknemer wie se diens gedurende enige diens-termyen van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van so 'n termyn opge-loop het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diens-termyen 'n bedrag betaal word van minstens—

(a) in die geval van 'n werknemer in subklousule (1) (a) bedoel, een vierde van die weekloon; en

(b) in die geval van 'n werknemer in subklousule (1) (b) bedoel, een sesde van die weekloon;

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen het, 'n eweredige bedrag kan aftrek: Voorts met dien verstande dat, behoudens klousule 12 (4), 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyen uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of

(ii) wat sy diens sonder 'n regsgeldige rede verlaat; of

(ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced:

Provided that for the purposes of this clause, the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section 20 (5) of the Factories, Machinery and Building Work Act, 1941.

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

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

(ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 7 or with any period of notice given in terms of clause 12 or with any period of absence as a result of incapacity occurring in the circumstances set out in clause 7 (1) (b) (ii) or (iv) amounting in the aggregate in any one year to not more than 10 weeks nor, unless the employee so requests and the employer so agrees in writing, with any period of military training or service under the Defence Act, 1957;

(iii) if New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work-day shall, for each such holiday, be added to the said 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;

(iv) 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 12 months of employment to which the period of leave relates.

(3) (a) At the written request of an 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 such request is endorsed on the request over his signature by the employer, who shall retain such request until at least after the expiration of the period of leave.

(b) Subclause (2) shall *mutatis mutandis* apply to the leave referred to in this subclause.

(4) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3), shall be paid not later than the last work-day before the date of commencement of the leave.

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

(a) in the case of an employee referred to in subclause (1) (a), one-fourth; and

(b) in the case of an employee referred to in subclause (1) (b), one-sixth;

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to subclause (2): Provided further that, subject to clause 12 (4), an employee—

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

(ii) who leaves his employment without cause recognised by law as sufficient; or

(iii) wat sonder kennisgewing deur sy werkgever ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is;

op geen betaling uit hoofde van hierdie subklousule geregtig is nie.

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof verleen is, 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 verleen was.

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

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

(b) enige tydperk wat 'n werknemer afwesig is—

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede in klousule 7 (1) (b) (ii) of (iv) vermeld;

(iii) op las of versoek van sy werkgever;

en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke; en

(c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige militêre opleidings- of dienstdyperk as diens te eis nie;

en word diens geag te begin—

(i) in die geval van 'n werknemer wat, voordat hierdie Vasstelling bindend geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;

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

(iii) in die geval van 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.

(8) (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 of 'n gedeelte van sy bedryfsinrigting sluit vir 14 agtereenvolgende dae plus alle addisionele dae wat moontlik uit hoofde van die derde voorbehoudsbepaling van subklousule (2) daarby gevoeg moet word.

(b) 'n Werknemer wat op die datum waarop 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting ingevolge paragraaf (a) sluit, nie geregtig is nie op die volle tydperk van die jaarlikse verlof by subklousule (1) (b) voorgeskryf moet, ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgever betaal word op die grondslag in subklousule (5) vermeld, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting of gedeelte van die bedryfsinrigting, na gelang van die geval, aldus sluit.

7. SIEKTEVERLOF

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

(a) in die geval van 'n werknemer wat normaalweg vyf dae per week werk, altesaam minstens 20 werkdade; en

(b) in die geval van enige ander werknemer, altesaam minstens 24 werkdade;

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice;

shall not be entitled to any payment by virtue of this sub-clause.

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

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

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

(b) any period during which an employee is absent—

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (1) (b) (ii) or (iv);

(iii) on the instructions or at the request of his employer; amounting in the aggregate in any one year to not more than 10 weeks; and

(c) any period during which an employee is absent undergoing military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service;

and employment shall be deemed to commence—

(i) in the case of 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 such employee last became entitled to such leave under such law;

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

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

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave at any time, but not more than once in any period of 12 months, close his establishment or a portion of his establishment for 14 consecutive days plus any additional days that may have to be added by virtue of the third proviso to subclause (2).

(b) An employee who, at the date of the closing of an establishment or a portion thereof in terms of paragraph (a), is not entitled to the full period of annual leave prescribed in subclause (1) (b) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (5), and for the purposes of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment or portion of the establishment, as the case may be.

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—

(a) in the case of an employee who normally works a five-day week, not less than 20 work-days; and

(b) in the case of every other employee, not less than 24 work-days;

sick leave in the aggregate during any period of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 24 consecutive 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 a five-day week, one work-day in respect of each completed period of five weeks of employment and, in the case of every other employee, one work-day in respect of each completed month of employment;

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat aan die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdade, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande wat die werknemer bydraes betaal, verlaag kan word maar tot minstens die aanwaskoers in die eerste voorbehoudsbepaling van hierdie subklousule vermeld;

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

(iv) indien daar by 'n ander wet van 'n werkgever vereis word om 'n werknemer sy volle loon te betaal ten opsigte van 'n tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, hierdie klousule nie van toepassing is nie;

(v) die loon van enige werknemer wat stukwerk verrig, bereken moet word op die grondslag uiteengesit in artikel 20 (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

(a) vir langer as twee agtereenvolgende werkdade; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag;

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 of, waar geen mediese praktisyn binne 'n redelike afstand van die werknemer se werkplek woonagtig is nie, vereis dat die werknemer hom deur ander billike bewys tevrede moet stel dat hy van sy werk afwesig was weens ongeskiktheid ooreenkomstig hierdie klousule: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom kan vereis om so 'n sertifikaat of ander billike bewys, na gelang van die geval, ten opsigte van enige afwesigheid voor te lê.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgever weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde tydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking “diens” geag te omvat—

(i) enige tydperk wat 'n werknemer afwesig is—

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1);

en wat in enige jaar altesaam hoogstens 10 weke beloop; en

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige militêre opleidings- of dienstydkerke as diens te eis nie;

en word enige tydperk van diens by dieselfde werkgever onmiddellik voordat hierdie Vasstelling bindend geword het, by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Vasstelling verleen te wees;

(ii) this clause shall not apply 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 not less than in the aggregate the equivalent of his wage for 20 or 24 work-days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate may be reduced, but to not less than the rate of accrual set out in the first proviso to this subclause;

(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) if, in respect of any period of incapacity covered by this clause, an employer is required by any other law to pay to an employee his full wages, this clause shall not apply;

(v) the wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section 20 (5) of the Factories, Machinery and Building Work Act, 1941.

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

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

(b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day;

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity or where no medical practitioner is resident within reasonable distance of the place of employment of such employee, the employer may require the employee to satisfy him by other reasonable evidence that his absence from work was due to incapacity in terms of this clause: 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 or other reasonable evidence, as the case may be, in respect of any absence.

(3) Where, during the first cycle of 24 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid in respect of only such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken.

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

(a) “employment” shall be deemed to include—

(i) any period during which an employee is absent—

(aa) on leave in terms of clause 6;

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

(ac) on sick leave in terms of subclause (1);

amounting in the aggregate, in any one year, to not more than 10 weeks; and

(ii) any period during which an employee is absent undergoing military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service;

and any one period of employment which an employee has had with the same employer immediately before the date on which this Determination became binding shall, for the purposes of this clause, be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE EN SONDAE

(1) Behoudens klousules 4 (6) en 6 (2), moet 'n werkgewer aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgewer hom, behoudens klousule 4 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat, waar daar van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op so 'n dag te werk, hy geag word vier uur te gewerk het.

(3) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer of—

(a) die werknemer—

(i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen minstens dubbel sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon betaal, en wel die bedrag wat die grootste is; of

(b) die werknemer teen minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne sewe dae vanaf sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat, waar daar van sodanige werknemer vereis of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, daar geag moet word dat hy vier uur gewerk het.

(4) Subklousules (2) en (3) is nie van toepassing nie—

(a) op 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en solank so 'n werknemer gereeld 'n loon teen minstens R600 per maand ontvang in die landdrosdistrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg, R550 per maand in die landdrosdistrik Vredenburg en R500 per maand in die ander gebiede;

(b) op 'n los werknemer of 'n wag.

9. STUKWERK

(1) 'n Werkgewer kan nadat hy minstens een week vooraf kennis aan sy werknemer gegee het, 'n stukwerkstelsel invoer, en sodanige werkgewer moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgewer, ongeag die hoeveelheid werk wat verrig is, sodanige werknemer moet betaal—

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

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

(2) 'n Werkgewer moet 'n lys van die besoldiging in subklousule (1) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.

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

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

(b) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) Subject to clauses 4 (6) and 6 (2), if an employee other than a casual employee does not work on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, his employer shall pay him for the week in which such day falls not less than his weekly wage.

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day his employer shall, save as provided in clause 4 (6), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage for each hour or part of an hour worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(3) Whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee—

(i) if he so works for a period not exceeding four hours, not less than his daily wage;

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

(b) pay the employee at a rate of not less than one and one third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.

(4) Subclauses (2) and (3) shall not apply—

(a) to a senior managerial or administrative employee or a technical or professional employee if and for so long as such employee is in receipt of a regular wage at a rate of not less than R600 per month in the Magisterial Districts of Bellville, Goodwood, Simonstown, The Cape and Wynberg, R550 per month in the Magisterial District of Vredenburg and R500 per month in the other areas;

(b) to a casual employee or a watchman.

9. PIECE-WORK

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

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

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

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in subclause (1).

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

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

10. VERBOD OP INDIENSNEMING

'n Werkgewer mag niemand onder die leeftyd van 15 jaar in diens neem nie.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende klere te was of te was en te stryk en in so 'n geval moet die werkgewer so 'n werknemer 'n toelae van minstens 30c per week betaal.

12. BEÏNDIGING VAN DIENSKONTRAK

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

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

(b) na die eerste vier weke diens, minstens een week; vooraf kennis van die beëindiging van die kontrak gee of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, te betaal—

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

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

Met dien verstande dat—

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

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

(iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros, nie hierdeur geraak word nie:

Voorts met dien verstande dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd en die werkgewer hom betaal in plaas van kennis te gee, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

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

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

(i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of enige tyderk van militêre opleiding of diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(ii) daar nie kennis gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 of gedurende enige tydperk van afwesigheid as gevolg van ongesiktheid in die omstandighede in klousule 7 (1) (b) (ii) of (iv) vermeld van altesaam hoogstens 10 weke in enige bepaalde jaar.

(4) Ondanks andersluidende bepalings in hierdie Vasstelling mag 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer 'n werkgewer 'n bedrag aldus aan homself toegeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (5) geag word dat die werknemer die werkgewer betaal het in plaas van kennis te gee.

10. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of 15 years.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash or wash and iron any such uniform, overall or protective clothing in which event the employer shall pay such employee an allowance of not less than 30c ever week.

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, or any employer or employee who 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—

(i) in the case of one work-day's notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination;

Provided that this shall not affect—

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

(ii) 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;

(iii) 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 if no deductions had been made in respect of short-time".

(2) Where there is an agreement in terms of the second proviso 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) may be given on any work-day: Provided that—

(i) the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or any period of military training or service which an employee is undergoing in pursuance of the Defence Act, 1957;

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7 or during any period of absence as a result of incapacity occurring in the circumstances set out in clause 7 (1) (b) (ii) or (iv) amounting in the aggregate, in any one year, to not more than 10 weeks.

(4) Notwithstanding anything to the contrary in this Determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, the employee shall, for the purposes of clause 6 (5), be deemed to have paid the employer in lieu of notice.

13. DIENSSERTIFIKAAT

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

DIENSSERTIFIKAAT

Ek/Ons*
wat die Visverwerkingsnywerheid beoefen te.....
verklaar hierby dat.....
in/my/ons* diens was van die.....dag
van.....19.....tot die.....dag
van.....19.....as†.....
By diensbeëindiging was sy/haar* loon.....rand
.....sent per week.

Handtekening van werkgever of gemagtigde
verteenwoordiger

Datum.....

* Skrap wat nie van toepassing is nie.

† Meld die beroep waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, arbeider.

I. J. CLAASSENS, Voorzitter.

P. L. SCHOLTZ, Lid.

W. J. SWARTZ, Addisionele Lid.

V. VENTER, Sekretaris.

Pretoria, 8 Desember 1978.

13. CERTIFICATE OF SERVICE

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

CERTIFICATE OF SERVICE

I/We*
carrying on trade in the Fish Processing Industry at.....
hereby certify that.....was.....
employed by me/us* from the.....day of
.....19.....to the.....day
of.....19.....in the occupation of†.....

At the termination of employment his/her* wage was.....
.....rand.....cents per week.

Signature of employer or authorised
representative

Date.....

* Delete whichever inapplicable.

† State occupation in which employee was wholly or mainly engaged, e.g. clerk, labourer.

I. J. CLAASSENS, Chairman.

P. L. SCHOLTZ, Member.

W. J. SWARTZ, Additional Member.

V. VENTER, Secretary.

Pretoria, 8 December 1978.

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