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GOVERNMENT GAZETTE

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ALGEMENE KENNISGEWING

**DEPARTEMENT VAN
MANNEKRAGBENUTTING**

No. 222]

[28 Maart 1980

LOONWET, 1957.

**SEILDOEKGOEDERE- EN VERWANTE
PRODUKTE-NYWERHEID, SEKERE GEBIEDE**

In opdrag van die Minister van Mannekragbenutting 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 Mannekragbenutting, Private Bag X117, Pretoria, 0001, in te dien.

Persone wat besware indien, word versoek om nege afskrifte daarvan, tesame met nege 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 Mannekragbenutting, Bloemfontein, Durban, George, Johannesburg, Kaapstad, Kimberley, Oos-Londen, Port Elizabeth en Pretoria.

BYLAE

**AANBEVELING AAN SY EDELE DIE MINISTER VAN
MANNEKRAGBENUTTING DEUR AFDELING B (III) VAN
DIE LOONRAAD: SEILDOEKGOEDERE- EN VERWANTE
PRODUKTE-NYWERHEID, SEKERE GEBIEDE**

GENERAL NOTICE

**DEPARTMENT OF MANPOWER
UTILISATION**

No. 222]

[28 March 1980

WAGE ACT, 1957

**CANVAS GOODS AND ALLIED PRODUCTS,
CERTAIN AREAS**

By direction of the Minister of Manpower Utilisation, 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 Manpower Utilisation, Private Bag X117, Pretoria, 0001, within 30 days from the date of publication of this notice.

Persons lodging objections are requested to furnish nine copies thereof, together with nine 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 Manpower Utilisation, Bloemfontein, Cape Town, Durban, East London, George, Johannesburg, Kimberley, Port Elizabeth and Pretoria.

SCHEDULE

**RECOMMENDATION TO THE HONOURABLE THE
MINISTER OF MANPOWER UTILISATION BY DIVISION B
(III) OF THE WAGE BOARD: CANVAS GOODS AND
ALLIED PRODUCTS INDUSTRY, CERTAIN AREAS**

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op al die werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Seildoekgoedere- en Verwante Produkte-nywerheid in die landdrosdistrikte Bloemfontein, Durban, Inanda, Kliprivier, Lichtenburg, Oos-Londen, Pietermaritzburg, Pinetown en Port Elizabeth.

2. WOORDOMSKRYWING

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

(1) "ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomskriving beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het 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; (1)

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

- (a) 'n Ambagsman bystaan deur artikels of gereedskap vas te hou of op 'n ander manier met hom saam te werk sonder om die gereedskap selfstandig te gebruik;
- (b) op afleweringvoertuie behulpzaam wees maar hulle nie dryf of herstelwerk daaraan verrig nie;
- (c) goedere dra, verplaas of stapel; enige voertuig stoot of trek;
- (d) metaalpuntjies met of sonder ogies of drukknopies aan weefseluitrusting vasklamp;
- (e) persele, masjinerie, meubels, werktuie, gereedskap, gerei of ander houers of artikels, met inbegrip van afgewerkte goedere, skoonmaak, vee of was;
- (f) rantsone kook of tee of soortgelyke drankie maak of tee of soortgelyke drankie aan werknemers of sy werkgewer of sy werkgewer se besoekers bedien;
- (g) metaalstutte of -arms vir sonskermis oortrek;
- (h) tou of web volgens 'n gestelde maat afsny; drade afknip;
- (i) briewe, boodskappe of goedere te voet of per fiets, driewieler of handvoertuig aflewer;
- (j) masjiene voer of daarvan afneem; onder toesig tenks of vate vul of aftap;
- (k) tuinwerk;
- (l) ogies met die hand of 'n masjien inslaan mits die plekke daarvoor vooraf aangedui is;
- (m) materiaal uitlê om gesny te word;
- (n) latrines, buitegeboue of dergelyke geboue of bouwerke afwit, kleurafwit of ontsmet;
- (o) laai of aflaai;
- (p) vuurmaak of vure aan die brand hou of afval, as of rommel verwyder;
- (q) goedere op 'n gestelde skaal massameet;
- (r) kiste, bale, sakke of ander houers, pakkette of goedere merk, brandmerk, sjabloneer of etiketteer;
- (s) sakke met die hand heelmaak;
- (t) afknipwerk verrig;
- (u) installasie, masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (v) deure, kiste, pakkette, bale of sakke oop- of toemaak; lêe kartonhouers verseël of gereedmaak om vir verpakking gebruik te word;
- (w) goedere van dieselfde grootte en getal verpak in houers wat spesiaal vervaardig is om sulke goedere te bevat;
- (x) seildoek verf, indoop, olie of borsel om dit waterdig te maak; seildoek finaal regmaak of stryk;
- (y) pale of tentkappe verf; hout vir tentpale beits;
- (z) toue insit, stringe knoop, spantoue knoop;
- (aa) draadhake in ventileerpype of watersakhandvatsels insit; wasters insit;
- (ab) materiaal of vervaardigde goedere oprol;
- (ac) uniforms, oorpakke of ander beskermende klere was en stryk;
- (ad) die punte van toue omwoel; (20)

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all employers and to all their employees, other than managers, in the Canvas Goods and Allied Products Industry in the Magisterial Districts of Bloemfontein, Durban, East London, Inanda, Klip River, Lichtenburg, Pietermaritzburg, Pinetown and Port Elizabeth.

2. DEFINITIONS

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

(1) "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 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; (1)

(2) "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; (3)

(3) "blindhanger" means an employee who is engaged in marking out the design for, or drawing plans for, or estimating costs of, or measuring or erecting blinds or awnings and who may make and fix frames of blinds or awnings; (6)

(4) "Canvas Goods and Allied Products 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 manufacturing from canvas or any other material (other than rubber, cork or metal) any one or more of the following articles, namely, sails, flags, tarpaulins, boatcovers, lifebelts, awnings, roller blinds, deck chair covering, tents, camping equipment, vehicle covers, garden or beach umbrella covering, tog bags, water bags, industrial aprons, sleeping bags, rucksacks, bedding bags, mailbags, ground sheets, cushion covers, sports valises and covering for stretchers, mattresses and garden furniture, but does not include—

- (a) the Plastics Industry;
- (b) the Leather Industry;
- (c) the Furniture Manufacturing Industry; and
- (d) the Bedding Manufacturing Industry;

"Plastics Industry" means the manufacture of articles or parts of articles wholly or mainly from plastics;

"plastics" means any one of the group of materials which consist of or contains as an essential ingredient an organic substance of a large molecular mass and which, while solid in the finished state, at some stage in its manufacture has been or can be forced i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application, singly or together, of heat or pressure;

"Leather Industry" means the Industry in which employers and employees are associated—

(1) for the manufacture mainly from leather of—

- (a) footwear (including all types) but not including bespoke made footwear;
- (b) attaché cases, bags and other containers designed to hold personal effects, sporting kit, tools and documents;
- (c) harness, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment (other than clothing), ladies' bags, shopping bags, knitting bags, bags for Blacks of the type commonly known as "Xhosa bags", wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets and all other like articles irrespective of their description but which are designated as substitutes for any of the aforementioned;

(2) for the tanning, dressing and fellmongering of hides and skins;

(3) "assistent-voorman" 'n werknemer wat, onder die algemene toesig van 'n voorman, enigeen van die werksaamhede of pligte van 'n voorman verrig en wat gedurende sy afwesigheid namens hom kan waarneem; (2)

(4) "bedryfsinrigting" 'n perseel of gedeelte daarvan waarop of in verband waarmee een of meer werknemers in die Seildoek-goedere- en Verwante Produkte-nywerheid in diens is; (14)

(5) "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 of 'n afdeling van 'n bedryfsinrigting en die werknemers wat daarin werk; (25)

(6) "blindinghanger" 'n werknemer wat ontwerpe afmerk of planne teken vir blindings of sonskerms of die koste daarvan bereken of wat blindings of sonskerms afmeet of aanbring en wat die raamwerk daarvoor kan maak en aanbring; (3)

(7) "drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordskrywing omvat die uitdrukking "'n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf; (12)

(8) "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; (19)

(9) "gekwalfiseerd", met betrekking tot 'n werknemer, dat die ondervinding van die werknemer in sy klas hom geregtig maak op die hoogste loontarief wat vir dié klas voorgeskryf word; en "ongekwalfiseerd" daarenteen dat sy ondervinding in sy klas hom nie op dié hoogste loontarief geregtig maak nie; (29)

(10) "handelsreisiger" 'n werknemer wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting namens so 'n inrigting bestellings vra, werf of opneem; (35)

(11) "handelsreisiger se assistent" 'n werknemer wat 'n handelsreisiger vergesel en hom met die inpak, uitpak of vertoon van sy monsters help en wat die motorvoertuig kan dryf wat die handelsreisiger by die uitvoering van sy werk gebruik; (36)

(12) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, magasynman, versendingsklerk en 'n telefoonskakelbordoperateur, 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; (8)

(13) "kommissiewerk" 'n stelsel waarvolgens 'n handelsreisiger se besoldiging bereken word volgens die getal of waarde van die bestellings wat hy aan sy werkgever voorlê en wat laasgenoemde aanvaar; (9)

(14) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n slapte in die bedryf, 'n tekort aan grondstowwe of 'n onklaarraking van masjinerie of installasie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (31)

(15) "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 dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op 'n grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; (38)

(16) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is; (5)

(17) "magasynman" 'n werknemer wat beheer het oor voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n magasyn of pakhuis aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending te lewer; (32)

(18) "masjienfaktotum" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik

(3) in establishments in which leather goods are also manufactured, for the manufacture from materials other than leather of the articles mentioned in paragraph (1): Provided that this paragraph does not include the manufacture of shopping bags made mainly of paper;

(4) for the manufacture of all types of footwear from materials other than leather;

(5) for the manufacture of travelling requisities (including trunks) mainly from leather, fibre, wood, cloth, canvas or fabric or any combination thereof;

"Furniture Manufacturing Industry" means, without in any way limiting the ordinary meaning of the expression, the manufacture either in whole or in part of all types of furniture, irrespective of the materials used, and shall include, *inter alia*, the following operations:

Repairing, upholstering, re-upholstering, staining, spraying or polishing or re-polishing, making of loose covers or cushions or curtains or the making or repairing of box-spring mattresses or frames for upholstering, wood-machining, veneering, wood-turning, carving in connection with the manufacture or repair of furniture, polishing or re-polishing of pianos or the manufacture or staining, spraying and polishing or re-polishing of tearoom, office, church, school, bar or theatre furniture, cabinets for musical instruments and radio or wireless cabinets and includes the activities carried on in any premises where wood-machining, wood-turning or carving in connection with the production of furniture is carried on; and includes further the repairing, re-upholstering or re-polishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale, either in whole or in part, is carried on and the veneering of laminated blockboard or plywood doors used for furniture and all parts of materials used in the construction of furniture, but excluding the manufacture of articles made principally of wicker, grass or cane and the manufacture of metal furniture including the manufacture of metal bedsteads;

"Bedding Manufacturing Industry" means the Industry in which employers and employees are associated for the manufacture of bedding which shall include—

- (a) mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches and spring units;
- (b) studio couches;
- (c) all operations and processes incidental to the manufacture of the articles mentioned in paragraphs (a) and (b) if carried out by an employee employed in the manufacture of such articles, but excluding the operations and processes in the manufacture and/or assembly of metal parts of such articles; (27)

(5) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (16)

(6) "chargehand" means an employee who, under the supervision of a foreman or assistant foreman, is in charge of a group of labourers; (23)

(7) "chopper-out" means an employee who is engaged in cutting out material according to template or who marks by hand or machine; (33)

(8) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, storeman, despatch clerk and a telephone switchboard operator, 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; (12)

(9) "commission work" means any system under which an employee's remuneration is calculated on the value or number of orders submitted by him to and accepted by his employer; (13)

(10) "cutter" means an employee, other than a blindhanger, who is engaged in marking out material other than by means of a template, according to measurements or specifications supplied to or made by him and who may cut such material and supervise choppers-out or labourers; (30)

(11) "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, measuring, addressing or despatching of goods or packages; (34)

word maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (23)

(19) "masjienwerker" 'n werknemer wat seildoek of ander materiaal met 'n naaimasjien naai; (24)

(20) "motorvoertuig" 'n kragaangetrewe voertuig wat gebruik word vir die vervoer van goedere, uitgesonderd 'n handelsreisiger se monstere, en omvat dit ook 'n voorhaker en 'n trekker maar nie 'n mobiele hystoel of 'n vrachtwagen nie; (26)

(21) "noodwerk"—

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

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

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

(i) skepe;

(ii) spoorwagse voertuie van die Suid-Afrikaanse Spoorweë en Hawens;

(iii) voertuie wat deur 'n vervoerkontraakteur gebruik word by die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens; (13)

(22) "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 gemaagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n twee- of driewielmotorfiets, bromfiet of bromfiets of 'n trapfiets met hulpmotor, die onbelaste massa geag word hoogstens 450 kg te wees; (37)

(23) "onderbaas" 'n werknemer wat onder toesig van 'n voorman of assistent-voorman in beheer is van 'n groep arbeiders; (6)

(24) "ondervinding" met betrekking tot—

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

(b) 'n handelsreisiger, snyer, blindhanger, werknemer graad I, werknemer graad II, masjienwerker of uitknipper, die totale tydperk of tydperke wat so 'n werknemer in sy klas in die Seildoekgoedere- en Verwante Produkte-nywerheid werksaam was; (15)

(25) "oortyd" daardie gedeelte van 'n tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgever werk en wat langer is as die onderskeie gewone werkure by klousule 5 (1) of (2) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk waarin 'n werknemer wie se gewone werkure by klousule 5 (1) voorgeskryf word op 'n Sondag vir sy werkgever werk nie; (27)

(26) "plaaslike owerheid" 'n stadsraad, grootstadsraad, afdelingsraad, munisipaleraad, dorperaad, dorpsraad, dorpsbestuur en soortgelyke instellings of liggaam wat in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961), beoog word, en omvat dit 'n Administrasieraad wat kragtens artikel 2 van die Wet op die Administrasie van Swart Sake, 1971 (Wet 45 van 1971), ingestel is; (22)

(27) "Seildoekgoedere- en Verwante Produkte-nywerheid" die Nywerheid waarin werkgevers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of aan registrasie onderworpe is, met die doel om een of meer van die volgende artikels uit seildoek of 'n ander materiaal (uitgesonderd rubber, kurk of metaal) te vervaardig, naamlik seile, vlae, teerseile, bootbedekkings, reddingsgordels, sonskerms, rolblindings, dekstoelbekleedsels, tente, kampeeruitrusting, voertuigbedekkings, tuin- of sandsambereelbekleedsels, sportuitrustingsakke, watersakke, nywerheidsvoorskotte, slaapsakke, rugsakke, beddegoedakke, possakke, grondseile, kussingoorreksels, sportreissakke en bekleedsels vir voukatels, matrasse en tuinmeubels, maar dit omvat nie die volgende nie:

(a) Die Plastieknywerheid;

(b) die Leernywerheid;

(c) die Meubelnywerheid; en

(d) die Beddegoednywerheid;

"Plastieknywerheid" die vervaardiging van artikels of gedeeltes van artikels geheel en al of hoofsaaklik van plastiek gemaak;

"plastiek" engeen van die groep stowwe wat, as 'n essensiele bestanddeel, 'n organiese stof met 'n groot molekulêre

(12) "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; (7)

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

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

(i) ships;

(ii) trucks or vehicles of the South African Railways and Harbours;

(iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours; (21)

(14) "establishment" means any premises or part thereof in or in connection with which one or more employees are employed in the Canvas Goods and Allied Products Industry; (4)

(15) "experience" means in relation to—

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

(b) a traveller, cutter, blindhanger, Grade I employee, Grade II employee, machinist or chopper-out, the total period or periods of employment which such employee has had in his class in the Canvas Goods and Allied Products Industry; (24)

(16) "foreman" means an employee who is in charge of the employees in an establishment or a department of an establishment who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (35)

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

(a) Making frames for blinds or awnings;

(b) roping;

(c) splicing;

and who may install frames; (37)

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

(a) Affixing nozzles into water bags;

(b) fixing canvas on to blind or awning frames;

(c) hand sewing;

(d) making tent poles;

(e) plating or interweaving the looped ends of ropes, other than splicing ropes together;

(f) sewing on grommets, door lines or hooks and eyes by hand or machine;

(g) silk screening; (38)

(19) "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; (8)

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

(a) Assisting an artisan by holding articles or tools or otherwise working with him other than by the independent use of tools;

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

(c) carrying, moving or stacking articles; pushing or pulling any vehicle;

(d) clamping on metal tips with or without eyelets or press studs on web equipment;

(e) cleaning, sweeping or washing premises, machinery, furniture, implements, tools, utensils or other containers or articles, including finished articles;

(f) cooking rations or making tea or similar beverages or serving tea or similar beverages to employees or his employer or his employer's visitors;

massa bevat of daaruit bestaan en wat, terwyl dit in die afgewerkte vorm solied is, in die een of ander vervaardigingstadium geforseer is of kan word, dit wil sê, in verskillende vorms gegiet, gekalandeer, uitgedruk of gevorm is of kan word deurdat dit vloei, gewoonlik deur die aanwending van hitte of druk, of afsonderlik of gesamentlik; "Leernywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

- (1) vir die vervaardiging, hoofsaaklik uit leer, van—
 - (a) skoeisel van alle soorte maar uitgesonderd skoeisel op maat;
 - (b) dokumenttasse, tasse en ander houers wat bedoel is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te hou;
 - (c) tuie, tooms, saaltuig, saalsakke, kamaste, buikgordels, stiegrieme, militêre uitrusting (uitgesonderd klere), handsakke vir dames, inkoop-sakke, breisakke, sakke vir Swartes van die soort wat algemeen bekend staan as "Xhosa-sakke", notebeursies, beursies, horlosiebande, polsbande, halsbande en leiband vir honde, kombesrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander dergelyke artikels afgesien van die aard daarvan maar wat bedoel is as plaasvervangers vir enigeen van voornoemde artikels;
- (2) vir die looi, dresseer en bloting van huide en velle;
- (3) in bedryfsinrigtings waarin leergoedere ook vervaardig word, vir die vervaardiging, uit ander materiaal as leer, van die artikels in paragraaf (1) genoem: Met dien verstande dat hierdie paragraaf nie die vervaardiging van inkoop-sakke wat hoofsaaklik van papier gemaak is, insluit nie;
- (4) vir die vervaardiging van alle soorte skoeisel uit ander materiaal as leer;
- (5) vir die vervaardiging van reisbenodigdhede (met inbegrip van koffers) hoofsaaklik uit leer, vesel, hout, doek, seildoek of weefstof of 'n kombinasie daarvan;

"Meubelnywerheid", sonder om die gewone betekenis van die uitdrukking enigins te beperk, die vervaardiging, hetsy in die geheel of gedeeltelik, van alle soorte meubels, ongeag die materiaal wat gebruik word, en omvat dit onder andere ook die volgende werksaamhede:

Herstel-, stoffeer-, herstoffeer-, beits-, spuit- of poleerwerk of herpoleerwerk, die maak van los oortreksels of stoelkussings of gordyne of die maak of herstel van raamveermatrasses of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, hout-sneewerk in verband met die vervaardiging of herstel van meubels, poleer- of herpoleerwerk aan klaviere of die vervaardiging van of beitswerk, spuitwerk en poleerwerk of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroë of teaters, kabinette vir musiekinstrumente en radio- of draad-looskabinette en ook die werksaamhede wat uitgevoer word op alle persele waar houtmasjienwerk, houtdraaiwerk of hout-sneewerk uitgevoer word in verband met die vervaardiging van meubels; en ook nog herstel-, herstoffeer- of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of 'n werksaamheid wat in verband staan met die finale voorbereiding van 'n meubelstuk vir verkoop, of in sy geheel of gedeeltelik, uitgevoer word, en die fineerwerk aan gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes van materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van artikels wat hoofsaaklik van mandjiesgoed, gras of rottang gemaak is en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels;

"Beddegoednywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van beddegoed, wat die volgende insluit:

- (a) Matrasse, veermatrasses, bomatrasses, peule, kopkussings, kussings vir ateljeerusbanke en veereenhede;
- (b) ateljeerusbanke;
- (c) alle werksaamhede en prosesse wat gepaard gaan met die vervaardiging van die artikels in paragrafe (a) en (b) genoem, indien dit uitgevoer word deur 'n werk-

- (g) covering metal supports or brackets for awnings;
- (h) cutting rope or webbing to a set measurement; cutting off threads;
- (i) delivering letters, messages or goods on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (j) feeding into or taking off from machines; feeding into or drawing off from tanks or vats under supervision;
- (k) gardening work;
- (l) knocking in eyelets by hand or machine provided their positions were previously indicated;
- (m) laying out material preparatory to cutting;
- (n) lime washing, colour washing or disinfecting latrines, out-buildings or similar buildings or structures;
- (o) loading or unloading;
- (p) making or maintaining fires or removing refuse, ash or scrap;
- (q) mass measuring of goods on a set scale;
- (r) marking, branding, stencilling or affixing labels on boxes, bales, sacks or other containers, packages or articles;
- (s) mending sacks by hand;
- (t) nipping;
- (u) oiling or greasing plant, machinery or vehicles, other than motor vehicles;
- (v) opening or closing doors, boxes, packages, bales, sacks or bags; sealing or preparing empty cardboard containers for use in packing;
- (w) packing articles of uniform size and number into receptacles specially made to contain such articles;
- (x) painting, dipping, oiling or brushing canvas for waterproofing purposes; dressing or ironing canvas;
- (y) painting poles or tent tops; staining wood for tent poles;
- (z) putting in ropes, knotting cords, knotting strainers;
- (aa) putting wire hooks in ventilating pipes or waterbag handles; inserting washers;
- (ab) rolling up material or manufactured articles;
- (ac) washing and ironing uniforms, overalls or other protective clothing;
- (ad) whipping ends of ropes; (2)
- (21) "law" includes the common law; (39)

(22) "local authority" means any borough council, city council, divisional council, municipal council, town council, village council, village management board or any similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961), and includes any Administration Board established in terms of section 2 of the Black Affairs Administration Act (Act 45 of 1971); (26)

(23) "machine handyman" means an employee 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; (18)

(24) "machinist" means an employee who is engaged in sewing canvas or other materials by means of a sewing machine; (19)

(25) "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 or a department of an establishment and the employees engaged therein; (s)

(26) "motor vehicle" means any power-driven vehicle used for conveying goods, other than a traveller's samples, and includes a mechanical horse and a tractor but does not include a mobile hoist or a fork lift truck; (20)

(27) "overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 5 (1) or (2), but does not include any period during which an employee whose ordinary hours of work are prescribed in clause 5 (1), works for his employer on a Sunday; (25)

(28) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (31)

(29) "qualified" in relation to an employee, means that the experience of the employee in his class entitles him to the highest wage rate prescribed for that class; and conversely "unqualified" means that his experience in his class does not entitle him to such highest rate; (9)

nemer wat vir die vervaardiging van sodanige artikels in diens geneem is, maar uitgesonderd die werksaamhede en prosesse in die vervaardiging en/of montering van die metaaldele van sodanige artikels; (4)

(28) "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; (30)

(29) "sleepwa" 'n vervoermiddel wat deur 'n motorvoertuig getrek word; (34)

(30) "snyer" 'n werknemer, uitgesonderd 'n blindinghanger, wat sonder behulp van 'n patroonplaat maar volgens mate of gegewens wat aan hom verstrekk of deur homself bepaal word materiaal afmerk en die materiaal kan uitsny en wat oor uitknippers of arbeiders toesig kan hou; (10)

(31) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegronde word op die hoeveelheid werk wat verrig is; (28)

(32) "tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgever werk van 'n tegniese of professionele aard verrig; (33)

(33) "uitknipper" 'n werknemer wat materiaal volgens 'n patroonplaat uitknip of wat dit met die hand of 'n masjien merk; (7)

(34) "versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die byeenbring, nagaan, massameting, verpakking, merk, meting, adresseer of versending van goedere of pakkette; (11)

(35) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (16)

(36) "wag" 'n werknemer wat 'n perseel of eiendom bewaak; (39)

(37) "werknemer graad I" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Rame vir blindings of sonskerms maak;
- (b) touwerk;
- (c) splitswerk;

en wat die rame kan installeer; (17)

(38) "werknemer graad II" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Tuite in watersakke aanbring;
- (b) seilboek aan blinding- of sonskermrame bevestig;
- (c) handnaaldwerk;
- (d) tentpale maak;
- (e) die lusente van toue vleg of ineenvleg, uitgesonderd toue saamsplits;
- (f) seilboekringe, deurtoue of hakies en ogies met die hand of 'n masjien aanwerk;
- (g) syskermwerk; (18)

(39) "wet" ook die gemene reg;

(30) "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; (28)

(31) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (14)

(32) "storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch; (17)

(33) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character; (32)

(34) "trailer" means any conveyance drawn by a motor vehicle; (29)

(35) "traveller" means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (10)

(36) "traveller's assistant" means an employee who accompanies a traveller and assists him in packing, unpacking or displaying his samples and who may drive the motor vehicle used by the traveller in the performance of his duties; (11)

(37) "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; (22)

(38) "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 construed so 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; (15)

(39) "watchman" means an employee who is engaged in guarding premises or property. (36)

3. BESOLDIGING

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

(a) *Werknemers, uitgesonderd los werknemers*

	In die landdrostrikte Durban, Inanda, Pinetown en Port Elizabeth		In die landdrostrikte Bloemfontein, Oos-Londen en Pietermaritzburg		In die landdrostrik Kliprivier		In die landdrostrik Lichtenburg	
	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna
	<i>Per week</i> R	<i>Per week</i> R	<i>Per week</i> R	<i>Per week</i> R	<i>Per week</i> R	<i>Per week</i> R	<i>Per week</i> R	<i>Per week</i> R
Ambagsman	81,00	85,00	78,00	81,00	63,00	66,00	60,00	63,00
Arbeider—								
vrou	20,00	21,60	18,40	20,00	15,20	16,80	13,60	15,20
man—								
18 jaar of ouer	25,00	27,00	23,00	25,00	19,00	21,00	17,00	19,00
onder 18 jaar oud	18,75	20,25	17,25	18,75	14,25	15,75	12,75	14,25
Assistent-voorman	70,00	73,00	67,00	70,00	54,00	57,00	51,00	54,00
Blindinghanger—								
gedurende die eerste jaar ondervinding	35,00	37,00	32,00	35,00	26,20	29,00	23,40	26,20
gedurende die tweede jaar ondervinding	43,50	46,00	40,50	43,50	32,60	36,00	29,20	32,60
gedurende die derde jaar ondervinding	52,00	55,00	49,00	52,00	39,00	43,00	34,90	39,00
daarna	60,50	64,00	57,50	60,50	45,40	50,00	40,60	45,40
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleep- waens wat deur so 'n voertuig getrek word—								
(i) hoogstens 450 kg is	30,00	32,00	28,00	30,00	23,00	25,00	21,00	23,00
(ii) meer as 450 kg maar hoogstens 2 700 kg is	37,00	39,50	35,00	37,00	28,50	31,00	26,00	28,50
(iii) meer as 2 700 kg maar hoogstens 4 500 kg is	44,50	47,00	42,00	44,50	34,00	37,00	31,00	34,00
(iv) meer as 4 500 kg is	52,00	54,50	49,00	52,00	39,50	43,00	36,00	39,50
Faktotum	37,50	40,50	34,50	37,50	28,50	31,50	25,50	28,50
Handelsreisiger—								
gedurende die eerste jaar ondervinding	60,46	63,92	57,46	60,46	45,46	48,46	42,46	45,46
gedurende die tweede jaar ondervinding	65,77	69,46	62,77	65,77	50,08	53,08	47,08	50,08
gedurende die derde jaar ondervinding	71,08	75,00	68,08	71,08	54,69	57,69	51,69	54,69
gedurende die vierde jaar ondervinding	76,38	80,54	73,38	76,38	59,31	62,31	56,31	59,31
daarna	81,69	86,08	78,69	81,69	63,92	66,92	60,92	63,92
Handelsreisiger se assistent	33,50	35,50	31,50	33,50	26,00	28,00	23,50	25,50
Klerk—								
vrou—								
gedurende die eerste jaar ondervinding	31,15	33,23	29,54	31,15	23,54	25,38	21,23	23,54
gedurende die tweede jaar ondervinding	34,38	36,58	32,65	34,38	25,96	27,92	23,65	25,96
gedurende die derde jaar ondervinding	37,62	39,92	35,77	37,62	28,38	30,46	26,08	28,38
gedurende die vierde jaar ondervinding	40,85	43,27	38,89	40,85	30,81	33,00	28,50	30,81
daarna	44,08	46,62	42,00	44,08	33,23	35,54	30,92	33,23
man—								
gedurende die eerste jaar ondervinding	33,92	36,23	32,08	33,92	25,27	27,69	22,85	25,27
gedurende die tweede jaar ondervinding	39,23	41,77	37,15	39,23	29,31	31,85	26,77	29,31
gedurende die derde jaar ondervinding	44,54	47,31	42,23	44,54	33,35	36,00	30,69	33,35
gedurende die vierde jaar ondervinding	49,85	52,85	47,31	49,85	37,38	40,15	34,62	37,38
gedurende die vyfde jaar ondervinding	55,15	58,38	52,38	55,15	41,42	44,31	38,54	41,42
daarna	60,46	63,92	57,46	60,46	45,46	48,46	42,46	45,46
Masjienfaktotum	47,00	51,00	43,00	47,00	37,00	40,00	34,00	37,00

3. Besoldiging (Vervolg)

	In die landdrostrikte Durban, Inanda, Pinetown en Port Elizabeth		In die landdrostrikte Bloemfontein, Oos-Londen en Pietermaritzburg		In die landdrostrik Kliprivier		In die landdrostrik Lichtenburg	
	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Masjienwerker—								
vrou—								
gedurende die eerste jaar ondervinding	24,00	26,00	22,00	24,00	18,30	20,20	16,40	18,30
gedurende die tweede jaar ondervinding	28,75	30,75	26,75	28,75	21,90	24,20	19,60	21,90
daarna	33,50	35,50	31,50	33,50	25,50	28,20	22,80	25,50
man—								
gedurende die eerste jaar ondervinding	30,50	33,00	28,00	30,50	23,20	25,60	20,80	23,20
gedurende die tweede jaar ondervinding	35,50	38,00	33,00	35,50	26,90	29,70	24,00	26,90
daarna	40,50	43,00	38,00	40,50	30,60	33,80	27,40	30,60
Onderbaas	29,00	31,50	26,70	29,00	22,00	24,40	19,70	22,00
Snyer—								
gedurende die eerste jaar ondervinding	35,00	37,00	32,00	35,00	26,20	29,00	23,40	26,20
gedurende die tweede jaar ondervinding	43,50	46,00	40,50	43,50	32,60	36,00	29,20	32,60
gedurende die derde jaar ondervinding	52,00	55,00	49,00	52,00	39,00	43,00	34,90	39,00
daarna	60,50	64,00	57,50	60,50	45,40	50,00	40,60	45,40
Uitknipper—								
gedurende die eerste jaar ondervinding	30,50	33,00	28,00	30,50	23,20	25,60	20,80	23,20
gedurende die tweede jaar ondervinding	35,50	38,00	33,00	35,50	26,90	29,70	24,00	26,90
daarna	40,50	43,00	38,00	40,50	30,60	33,80	27,40	30,60
Voorman	85,00	89,00	82,00	85,00	66,00	69,00	63,00	66,00
Wag	27,75	30,00	25,50	27,75	21,00	23,30	18,80	21,00
Werknemer graad I—								
gedurende die eerste jaar ondervinding	26,00	28,00	24,00	26,00	19,70	21,80	17,60	19,70
gedurende die tweede jaar ondervinding	31,45	33,50	29,40	31,45	23,80	26,30	21,30	23,80
daarna	36,90	39,00	34,80	36,90	27,90	30,80	25,00	27,90
Werknemer graad II—								
vrou—								
gedurende die eerste ses maande ondervinding	20,00	21,60	18,40	20,00	15,20	16,80	13,60	15,20
daarna	23,50	25,50	21,60	23,50	17,80	19,70	16,00	17,80
man—								
gedurende die eerste ses maande ondervinding	25,00	27,00	23,00	25,00	19,00	21,00	17,00	19,00
daarna	27,75	30,00	25,50	27,75	21,00	23,30	18,80	21,00
Werknemer nie elders in hierdie klousule uitdruklik vermeld nie	27,75	30,00	25,50	27,75	21,00	23,30	18,80	21,00

3. REMUNERATION

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

(a) *Employees, other than casual employees*

	In the Magisterial Districts of Durban, Inanda, Pinetown and Port Elizabeth		In the Magisterial Districts of Bloemfontein, East London and Pietermaritzburg		In the Magisterial District of Klip River		In the Magisterial District of Lichtenburg	
	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter
	<i>Per week</i> R	<i>Per week</i> R	<i>Per week</i> R	<i>Per week</i> R	<i>Per week</i> R	<i>Per week</i> R	<i>Per week</i> R	<i>Per week</i> R
Artisan.....	81,00	85,00	78,00	81,00	63,00	66,00	60,00	63,00
Assistant foreman.....	70,00	73,00	67,00	70,00	54,00	57,00	51,00	54,00
Blindhanger—								
during the first year of experience.....	35,00	37,00	32,00	35,00	26,20	29,00	23,40	26,20
during the second year of experience.....	43,50	46,00	40,50	43,50	32,60	36,00	29,20	32,60
during the third year of experience.....	52,00	55,00	49,00	52,00	39,00	43,00	34,90	39,00
thereafter.....	60,50	64,00	57,50	60,50	45,40	50,00	40,60	45,40
Chargehand.....	29,00	31,50	26,70	29,00	22,00	24,40	19,70	22,00
Chopper-out—								
during the first year of experience.....	30,50	33,00	28,00	30,50	23,20	25,60	20,80	23,20
during the second year of experience.....	35,50	38,00	33,00	35,50	26,90	29,70	24,00	26,90
thereafter.....	40,50	43,00	38,00	40,50	30,60	33,80	27,40	30,60
Clerk—								
female—								
during the first year of experience.....	31,15	33,23	29,54	31,15	23,54	25,38	21,23	23,54
during the second year of experience.....	34,38	36,58	32,65	34,38	25,96	27,92	23,65	25,96
during the third year of experience.....	37,62	39,92	35,77	37,62	28,38	30,46	26,08	28,38
during the fourth year of experience.....	40,85	43,27	38,89	40,85	30,81	33,00	28,50	30,81
thereafter.....	44,08	46,62	42,00	44,08	33,23	35,54	30,92	33,23
male—								
during the first year of experience.....	33,92	36,23	32,08	33,92	25,27	27,69	22,85	25,27
during the second year of experience.....	39,23	41,77	37,15	39,23	29,31	31,85	26,77	29,31
during the third year of experience.....	44,54	47,31	42,23	44,54	33,35	36,00	30,69	33,35
during the fourth year of experience.....	49,85	52,85	47,31	49,85	37,38	40,15	34,62	37,38
during the fifth year of experience.....	55,15	58,38	52,38	55,15	41,42	44,31	38,54	41,42
thereafter.....	60,46	63,92	57,46	60,46	45,46	48,46	42,46	45,46
Cutter—								
during the first year of experience.....	35,00	37,00	32,00	35,00	26,20	29,00	23,40	26,20
during the second year of experience.....	43,50	46,00	40,50	43,50	32,60	36,00	29,20	32,60
during the third year of experience.....	52,00	55,00	49,00	52,00	39,00	43,00	34,90	39,00
thereafter.....	60,50	64,00	57,50	60,50	45,40	50,00	40,60	45,40
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	32,00	28,00	30,00	23,00	25,00	21,00	23,00
(ii) exceeds 450 kg but not 2 700 kg.....	37,00	39,50	35,00	37,00	28,50	31,00	26,00	28,50
(iii) exceeds 2 700 kg but not 4 500 kg.....	44,50	47,00	42,00	44,50	34,00	37,00	31,00	34,00
(iv) exceeds 4 500 kg.....	52,00	54,50	49,00	52,00	39,50	43,00	36,00	39,50
Foreman.....	85,00	89,00	82,00	85,00	66,00	69,00	63,00	66,00
Grade I employee—								
during the first year of experience.....	26,00	28,00	24,00	26,00	19,70	21,80	17,60	19,70
during the second year of experience.....	31,45	33,50	29,40	31,45	23,80	26,30	21,30	23,80
thereafter.....	36,90	39,00	34,80	36,90	27,90	30,80	25,00	27,90

3. Remuneration (Continued)

	In the Magisterial Districts of Durban, Inanda, Pinetown and Port Elizabeth		In the Magisterial Districts of Bloemfontein, East London and Pietermaritzburg		In the Magisterial District of Klip River		In the Magisterial District of Lichtenburg	
	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Grade II employee—								
female—								
during the first six months of experience	20,00	21,60	18,40	20,00	15,20	16,80	13,60	15,20
thereafter	23,50	25,50	21,60	23,50	17,80	19,70	16,00	17,80
male—								
during the first six months of experience	25,00	27,00	23,00	25,00	19,00	21,00	17,00	19,00
thereafter	27,75	30,00	25,50	27,75	21,00	23,30	18,80	21,00
Handyman	37,50	40,50	34,50	37,50	28,50	31,50	25,50	28,50
Labourer—								
female	20,00	21,60	18,40	20,00	15,20	16,80	13,60	15,20
male—								
18 years of age or over	25,00	27,00	23,00	25,00	19,00	21,00	17,00	19,00
under 18 years of age	18,75	20,25	17,25	18,75	14,25	15,75	12,75	14,25
Machine handyman	47,00	51,00	43,00	47,00	37,00	40,00	34,00	37,00
Machinist—								
female—								
during the first year of experience	24,00	26,00	22,00	24,00	18,30	20,20	16,40	18,30
during the second year of experience	28,75	30,75	26,75	28,75	21,90	24,20	19,60	21,90
thereafter	33,50	35,50	31,50	33,50	25,50	28,20	22,80	25,50
male—								
during the first year of experience	30,50	33,00	28,00	30,50	23,20	25,60	20,80	23,20
during the second year of experience	35,50	38,00	33,00	35,50	26,90	29,70	24,00	26,90
thereafter	40,50	43,00	38,00	40,50	30,60	33,80	27,40	30,60
Traveller—								
during the first year of experience	60,46	63,92	57,46	60,46	45,46	48,46	42,46	45,46
during the second year of experience	65,77	69,46	62,77	65,77	50,08	53,08	47,08	50,08
during the third year of experience	71,08	75,00	68,08	71,08	54,69	57,69	51,69	54,69
during the fourth year of experience	76,38	80,54	73,38	76,38	59,31	62,31	56,31	59,31
thereafter	81,69	86,08	78,69	81,69	63,92	66,92	60,92	63,92
Traveller's assistant	33,50	35,50	31,50	33,50	26,00	28,00	23,50	25,50
Watchman	27,75	30,00	25,50	27,75	21,00	23,30	18,80	21,00
Employee not elsewhere in this clause specifically mentioned	27,75	30,00	25,50	27,75	21,00	23,30	18,80	21,00

(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 werkgewer van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" beteken die weekloon wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;
- (ii) waar die werkgewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon vir daardie dag 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 Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as te saam 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 die volgende 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, onder-vinding of geslag berus;
- (ii) tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vastelling só uitgelê mag word dat dit 'n werkgewer belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskryfde loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur 45.

(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) *Vervoertoelae en -uitgawes.*—Benewens die betaling van enige ander besoldiging verskuldig aan—

- (a) 'n handelsreisiger wat van sy werkgewer se motorvoertuig gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgewer hom vergoed vir alle redelike uitgawes wat hy by die uitvoering van sy pligte in verband met sodanige vervoer aangegaan het, en by die toepassing van hierdie subklousule word die koste verbonde aan die stalling van 'n motorvoertuig oornag geag 'n vervoeruitgawe te wees;
- (b) 'n handelsreisiger van wie vereis word om 'n motorvoertuig vir die uitvoering van sy pligte te verskaf, moet sy werkgewer hom vir elke kilometer wat hy by die uitvoering van sy pligte afgelê het, 'n vervoertoelae betaal van minstens—
 - (i) waar die enjinkapasiteit van die voertuig waarmee die werknemer aldus gereis het hoogstens 1 300 cm³ is 10,00s;
 - (ii) waar die enjinkapasiteit van sodanige voertuig meer as 1 300 cm³ maar hoogstens 2 500 cm³ is 12,00s;

(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 in respect of that day.

(2) *Basis of contract.*—For the purposes of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (6), 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 45.

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

- (a) a traveller who uses his employer's motor transport or who is required to travel by train or any other means of conveyance than his own, his employer shall reimburse him all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purposes of this subclause the cost of overnight garaging of motor transport shall be deemed to be a transport expense;
- (b) a traveller who is required to provide motor transport for the performance of his duties, his employer shall pay him for each kilometre travelled in the performance of his duties a transport allowance of not less than—
 - (i) where the engine capacity of the vehicle in which the employee so travelled does not exceed 1 300 cm³ 10,00c;
 - (ii) where the engine capacity of such vehicle exceeds 1 300 cm³ but not 2 500 cm³ 12,00c;

(iii) waar die enjinkapasiteit van sodanige voertuig meer as 2 500 cm³ is 14,00s

(6) *Onderhoudstoelae en -uitgawes.*—Benewens die betaling van enige ander besoldiging verskuldig aan—

(a) 'n handelsreisiger wat op enige reis wat hy by die uitvoering van sy pligte onderneem, langer as ses agtereenvolgende ure van sy woonplek en sy werkgever se bedryfsinrigting afwesig is—

(i) moet sy werkgever hom vergoed vir alle redelike uitgawes wat hy in elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie aan etes en tee vir homself aangegaan het;

(ii) moet sy werkgever hom 'n onderhoudstoelae van minstens R12,00 vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;

(b) 'n handelsreisiger se assistent wat, wanneer hy 'n handelsreisiger vergesel op enige reis wat die handelsreisiger by die uitvoering van sy pligte onderneem, langer as ses agtereenvolgende ure van sy woonplek en sy werkgever se bedryfsinrigting afwesig is—

(i) moet sy werkgever hom vergoed vir alle redelike uitgawes wat hy in elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie aan etes en tee vir homself aangegaan het;

(ii) moet sy werkgever hom 'n onderhoudstoelae van minstens R5,50 vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;

Met dien verstande dat by die toepassing van hierdie subklousule die uitdrukking "nag" die tydperk tussen 23h00 en 04h00 beteken.

(7) *Betaling van vervoer- en onderhoudstoelae en -uitgawes.*—(a)

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

(b) 'n Werkgever kan van sy handelsreisiger vereis om elke eis so op te stel dat dit die volgende weergee:

(i) In die geval van 'n eis ingevolge subklousule (5) (a), die soort vervoer waarvan gebruik gemaak is en die vervoerkoste aangegaan of die aard van alle ander uitgawes waarvoor hy vergoeding eis;

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

(iii) in die geval van 'n eis ingevolge subklousule (6), die tyd waarop elke tydperk van afwesigheid begin en geëindig het;

en ten einde hom in staat te stel om aan so 'n vereiste te voldoen, moet sy werkgever, voordat sodanige reis deur sodanige handelsreisiger onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word.

(8) *Fietstoelae.*—'n Werkgever wat van 'n werknemer vereis om by die uitvoering van sy pligte sy eie fiets te gebruik, moet hom, benewens enige ander besoldiging aan hom verskuldig, 'n toelae van minstens 75 sent per week of, as hy 'n los werknemer is, minstens 15 sent per dag betaal.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousules 3 (7) en 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 by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëlde kovert of houer wees waarop, of wat vergesel moet gaan van 'n staat waarop die volgende gemeld word—

(a) Die werkgever se naam;

(b) die werknemer se naam of sy nommer op die betaalstaat en sy klas;

(c) die 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, of op 'n openbare vakansiedag in klousule 8 (2) bedoel, gewerk het;

(f) die werknemer se loon;

(g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspuit;

(iii) where the engine capacity of such vehicle exceeds 2 500 cm³ 14,00c.

(6) *Subsistence allowance and expenses.*—In addition to paying any other remuneration due to—

(a) a traveller who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—

(i) reimburse him all reasonable expenses incurred by him for any meals and teas for himself during each such period of absence not extending over a night;

(ii) pay him a subsistence allowance of not less than R12,00 for each night where such absence extends over one or more nights;

(b) a traveller's assistant who, accompanying a traveller on any journey undertaken by the traveller in the performance of his duties, is absent from the place of his residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—

(i) reimburse him all reasonable expenses incurred by him for any meals and teas for himself during each such period of absence not extending over a night;

(ii) pay him a subsistence allowance of not less than R5,50 for each night where such absence extends over one or more nights;

Provided that for the purpose of this subclause the expression "night" means the period between 23h00 and 04h00.

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

(b) An employer may require his traveller to frame any claim so that it shall reflect—

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

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

(iii) in respect of any claim in terms of subclause (6), the times of commencement and ending of each period of absence;

and to enable him to comply with such a requirement, his employer shall, before any such journey is undertaken by such traveller, provide him with a suitable book or forms in or on which to keep suitable records.

(8) *Bicycle allowance.*—An employer who requires an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any remuneration due to him, an allowance of not less than 75 cents per week or, if he is a casual employee, not less than 15 cents per day.

4. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees.*—Save as provided in clauses 3 (7) and 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 on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

(a) the employer's name;

(b) the employee's name or his number on the pay-roll and his class;

(c) the 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 or a public holiday referred to in clause 8 (2);

(f) the employee's wage;

(g) details of any other remuneration arising out of the employee's employment;

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

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

(ii) voornoemde inligting betreffende tyd gewerk nie verstrekkend moet word aan 'n werknemer wat ingevolge klousule 5 (9) (a), (b) of (c) van die werkkurebepalings uitgesluit is nie.

(2) *Los werknemer*.—'n Werkgewer moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal.

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

(4) *Koop van goedere*.—'n Werkgewer 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 Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om kos of inwoning of kos en inwoning van hom of van enigemand anders of op 'n plek deur hom aangewys, aan te neem nie.

(6) *Aftrekkings*.—'n Werkgewer 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-, siektebystand-, mediese hulpversekerings-, spaar-, voorsorg- 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 werkgewer 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 werkgewer regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;
- (d) wanneer 'n werknemer daartoe instem of daar ingevolge die Swartes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkgewer aan te naam, 'n bedrag van hoogstens—

Per week Per maand

	R	R
(i) Kos	2,00	8,67
(ii) Inwoning	1,00	4,33
(iii) Kos en inwoning	3,00	13,00

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

- (i) sodanige aftrekking hoogstens een derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;
- (ii) geen aftrekking ten opsigte van korttyd wat deur 'n slapte in die bedryf of 'n tekort aan grondstowwe of spoorwaens ontstaan, geskied nie tensy die werkgewer sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
- (iii) geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens 'n onklaarraking van masjinerie of installasie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;
- (f) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgewer aan 'n organisasie betaal het of onderneem het om te betaal ten opsigte van—
- (i) 'n paaiement op 'n lening wat aan sodanige werknemer toegestaan is vir die verkryging van 'n huis; of
- (ii) die huur van 'n huis of huisvesting in 'n tehuis wat sodanige werknemer bewoon;

(h) 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 (9) (a), (b) or (c).

(2) *Casual employee*.—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment.

(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, medical aid, insurance, savings, provident or pension funds, or subscriptions to a trade union;

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

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

(d) whenever an employee agrees or is required in terms of the Blacks (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:

Per week Per month

	R	R
(i) Board	2,00	8,67
(ii) Lodging	1,00	4,33
(iii) Board and lodging	3,00	13,00

(e) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction exceeding the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided that—

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

(ii) no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials or railway trucks unless the employer has given his employee notice on the previous work-day of his intention to reduce the ordinary hours of work;

(iii) no deduction shall be made in the case of short-time owing to a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

(f) with the written consent of an employee, a deduction of any amount which an employer has paid or has undertaken to pay to any organization 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;

indien die huis of tehuis verskaf is deur bemiddeling van sodanige organisasie uitsluitlik of gedeeltelik uit fondse wat vir daardie doel voorgesket is deur die Departement van Gemeenskapsbou, 'n bougenootskap of 'n plaaslike owerheid.

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

(1) *Gewone werkure.*—'n Werkgewer 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) 45 in 'n week van Maandag tot en met Saterdag; en
 - (ii) behoudens subparagraaf (i) hiervan, sewe en 'n half op 'n bepaalde dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op engeen van die ander dae tot agt en 'n kwart verleng kan word;
- (b) in die geval van 'n werknemer wat vyf dae per week werk—
 - (i) 45 in 'n week van Maandag tot en met Vrydag; en
 - (ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart op 'n dag.

(2) 'n Werkgewer 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 Werkgewer 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 oortyd-ure uit nie: Met dien verstande dat—

- (i) 'n werkgewer met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Mannekragbenutting, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkom, kan die pouse aldus verkort word;
- (ii) werktydperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudsbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;
- (iii) as sodanige pouse langer as een uur is, behalwe waar voorbehoudsbepaling (vii) van toepassing is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;
- (iv) alleenlik een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;
- (v) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op enige 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;
- (vii) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik persele of passasiersvoertuie skoonmaak, waar sodanige pouse langer as drie uur is, enige tyd wat daardie pouse te bowe gaan, geag word deel van die gewone werkure uit te maak.

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

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

(6) *Beperking van oortydwerk.*—'n Werkgewer 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 bepaalde dag;
- (b) in die geval van enige ander werknemer, 10 uur in 'n bepaalde week.

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

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

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

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) 45 in any week from Monday to Saturday, inclusive; and
 - (ii) subject to subparagraph (i) hereof, seven and a half on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and a quarter;
- (b) in the case of an employee who works a five-day week—
 - (i) 45 in any week from Monday to Friday, inclusive; and
 - (ii) subject to subparagraph (i) hereof, nine on any day.

(2) An employer shall not require or permit a casual employee to work more ordinary hours of work than eight and a 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 Manpower Utilization, for his area, in writing, of such agreement, the interval may be so reduced;
- (ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) or (v) applies, shall be deemed to be continuous;
- (iii) if such interval be longer than one hour, except when proviso (vii) applies, any period in excess of one and a quarter hours shall be deemed to be time worked;
- (iv) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;
- (v) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;
- (vi) a driver 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;
- (vii) in the case of an employee who is wholly or mainly engaged in cleaning premises or vehicles used for the transportation of passengers, if such interval be longer than three hours, any period in excess of three hours shall be deemed to form part of the ordinary hours of work.

(4) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each first work period and second work period of the day and during such interval 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 subclauses (3) and (4), all hours of work of an employee on any day shall be consecutive.

(6) *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, 10 hours in any week.

(7) *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) 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 vyf dae per week werk, op 'n Saterdag tot vier uur oortyd mag werk, maar dan só dat die oortyd-werk hoogstens 10 uur in 'n 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 die middag kennis daarvan gegee het; of
 - (ii) sodanige werknemer van 'n ete van minstens 60 sent voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of
 - (iii) sodanige werknemer minstens 60 sent betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.
- (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 'n dag gewerk;
 - (b) in die geval van 'n ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in 'n week gewerk.
- (9) *Voorbehoudsbepalings.*—(a) Subklousule (1) tot en met (8), is nie van toepassing nie op—
 - (i) 'n handelsreisiger of 'n handelsreisiger se assistent;
 - (ii) 'n voorman, 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en solank so 'n werknemer gereeld 'n loon ontvang van—
 - (aa) minstens R600,00 per maand in die landdrosdistrikte Durban, Inanda, Pietermaritzburg en Pinetown en die munisipale gebiede van Bloemfontein, Oos-Londen en Port Elizabeth;
 - (ab) minstens R550,00 per maand in die landdrosdistrik Kliprivier;
 - (ac) minstens R500,00 per maand in die ander gebiede wat deur die Vasstelling gedek word;
 - (iii) '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 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 (6) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig;
- (c) subklousule (4) is nie van toepassing op 'n drywer van 'n motorvoertuig of 'n arbeider wat sodanige drywer van 'n motorvoertuig op sy rondes vergesel nie.

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 soos volg toestaan en moet die werknemer sodanige verlof neem:
 - (a) In die geval van 'n handelsreisiger, 'n handelsreisiger se assistent of 'n wag, 21 agtereenvolgende dae;
 - (b) in die geval van alle ander werknemers, 14 agtereenvolgende dae;
- en moet hy sodanige werknemer ten opsigte van sodanige verlof die volgende 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;
 - (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;

- (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 midday given notice thereof to such employee; or
 - (ii) provided such employee with a meal of not less than 60 cents and allowed her sufficient time to have it before she has to commence overtime; or
 - (iii) paid such employee not less than 60 cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.
- (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 a 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, one and a third times his ordinary wage in respect of the total period so worked by such employee in any week.
- (9) *Savings.*—(a) The provisions of subclauses (1) to (8), inclusive, shall not apply to—
 - (i) a traveller or a traveller's assistant;
 - (ii) 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—
 - (aa) not less than R600,00 per month in the Magisterial Districts of Durban, Inanda, Pietermaritzburg and Pinetown and the municipal areas of Bloemfontein, East London and Port Elizabeth;
 - (ab) not less than R550,00 per month in the Magisterial District of Klip River;
 - (ac) not less than R500,00 per month in the other areas covered by the Determination;
 - (iii) a watchman whose employer grants him a free period of not less than 24 consecutive hours in respect of 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) The provisions of subclauses (3), (4), (5) and (6) shall not apply to an employee while he is engaged on emergency work.
- (c) The provisions of subclause (4) shall not apply to a driver of a motor vehicle or a labourer who accompanies such a driver of a motor vehicle on his rounds.

6. ANNUAL LEAVE

- (1) Subject to the provisions of 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 traveller, traveller's assistant or a watchman, 21 consecutive days' leave,
 - (b) in the case of every other employee, two weeks' plus two work-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 the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage plus double the daily wage which the employee was receiving immediately prior to the date on which the leave commenced;

Met dien verstande dat, by die toepassing van hierdie klousule—

- (i) die weekloon van 'n handelsreisiger wat kommissiewerk doen, bereken word deur die besoldiging wat uit hoofde van sy ooreenkoms ingevolge klousule 9 (7) aan hom betaalbaar is ten opsigte van die 12 maande onmiddellik voor die datum waarop die verlof hom toekom, deur 52 te deel of, indien hy minder as 12 maande aldus gewerk het, deur die totale besoldiging wat aldus vir sodanige dienstydperk aan hom betaalbaar is, deur die getal voltooide weke in sodanige tydperk te deel;
 - (ii) die weekloon van 'n werknemer wat stukwerk verrig, bereken word op die grondslag uiteengesit in artikel 20 (5) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941.
- (2) Die verlof by subklousule (1) voorgeskryf, moet toegestaan en geneem word op 'n tyd wat die werkgever bepaal: Met dien verstande dat—
- (i) as sodanige verlof nie eerder toegestaan is nie, dit, behoudens subklousule (3), so toegestaan moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet toestaan 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—
 - (aa) siekteverlof wat ingevolge klousule 7 toegestaan is, of met afwesigheid van werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b) en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke;
 - (ab) enige tydperk waarin die werknemer kennisgewing van diensbeëindiging ingevolge klousule 12 uitdien of militêre opleiding of diens kragtens die Verdedigingswet, 1957, ondergaan, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem;
 - (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 werkgever al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan 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 werkgever toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens oploop: Met dien verstande dat—
- (i) 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) die werkgever 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 diensteryn van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van so 'n termyn opgeloopt het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diensteryn '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 werkgever ten opsigte van 'n tydperk van geleentheidsverlof wat hy op die skriftelike versoek van 'n werknemer met volle besoldiging aan die werknemer toege-

Provided that for the purposes of this clause—

- (i) the weekly wage of a traveller who is employed on commission work shall be calculated by dividing the remuneration payable to him by virtue of his agreement in accordance with clause 9 (7) in respect of the 12 months immediately preceding the date of the accrual of his leave by 52 or, if he has had less than 12 months of such employment, by dividing the total remuneration so payable to him during his period of such employment by the number of completed weeks in such period;
 - (ii) the weekly wage of any employee who is engaged on piecework 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—
 - (aa) sick leave granted in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b) amounting in the aggregate to not more than 10 weeks in any one year;
 - (ab) any period during which the employee is under notice of termination of employment in terms of clause 12 or is absent from work undergoing military training or service under the Defence Act, 1957, unless the employee so requests and the employer so agrees, in writing;
 - (iii) if New Year's Day, Good Friday, Ascension Day, Republic Day, 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 his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided that—
- (i) the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates; and
 - (ii) the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request at least until after the expiration of the period of leave.
- (b) The provisions of 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 occasional

staan 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 kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgever betaal het in plaas daarvan om aldus kennis te gee; of
- (ii) wat sy diens sonder 'n regsgeldige rede verlaat; of
- (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 toegestaan is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan 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 uiteengesit in klousule 7 (5) (a) of (b);
 - (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 opleidings tydperk 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 alle ander werknemers, 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 'n tydperk van twee weke en twee werkdade, plus alle addisionele dae wat moontlik uit hoofde van voorbehoudsbepaling (iii) van subklousule (2) daarby gevoeg moet word.
- (b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting waarin hy werkzaam is, 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 toestaan 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

leave granted to an employee on full pay at his written request: 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) 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 subclause.

(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 (5) (a) or (b);
 - (iii) on the instructions or at the request of his employer; amounting in the aggregate in any 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 had 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 part of his establishment for a period of two weeks and two work-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 part thereof in which he is employed, 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 part 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

gedurende elke siklus 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;
- (ii) waar 'n werkgewer 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.

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

- (a) vir langer as drie agtereenvolgende werkdag; of
- (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag;
- (c) op die werkdag onmiddellik na die Maandag wat volg op Nuwejaarsdag, Republiekdag, Geloftedag of Kersdag, telkens wanneer hierdie vakansiedae op 'n Sondag val;

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) Wanneer 'n werknemer gedurende die eerste siklus van 24 maande diens by dieselfde werkgewer 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 dán toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde siklus 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 werkgewer;
 - (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 opleidings- of dienstydker as diens te eis nie; en word enige tydperk van diens by dieselfde werkgewer 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 besoldiging aan so 'n werknemer gedurende sodanige tydperk toegestaan is, geag ingevolge hierdie Vasstelling toegestaan te wees;
- (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 Ongevallewet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

sick leave in the aggregate during each cycle 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 any other employee, one work-day in respect of each completed month of employment;
- (ii) 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.

(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 three 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, Day of the Covenant or Christmas Day; or
- (c) on the work-day immediately succeeding the Monday following New Year's Day, Republic Day, Day of the Covenant or Christmas Day, whenever these days fall on a Sunday;

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that, when an employee has, during any period of up to eight weeks, received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may, during the period of eight weeks immediately succeeding the last such occasion, require him to produce such a certificate in respect of any absence.

(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 from work 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 period of employment which an employee has had with the same employer immediately before the date 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) "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 is payable in terms of that Act.

(5) Hierdie klousule is nie van toepassing nie—

- (a) op 'n werknemer op wie se skriftelike versoek sy 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 siklus 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 subklousule (1) vermeld;
- (b) ten opsigte van 'n tydperk van 'n werknemer se ongeskiktheid indien daar by 'n ander wet van 'n werkgever vereis word om die werknemer minstens sy volle loon te betaal.

8. OPENBARE VAKANSIEDAE EN SONDAE

(1) Behoudens klousules 4 (6) en 6 (2), moet 'n werkgever aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk nie, of aan 'n werknemer wat, wanneer Nuwejaarsdag, Republiekdag, Geloftedag of Kersdag op 'n Sondag val, nie op die Maandag onmiddellik na so 'n Sondag 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, of wanneer Nuwejaarsdag, Republiekdag, Geloftedag of Kersdag op 'n Sondag val en 'n werknemer op die Maandag onmiddellik na so 'n Sondag werk, moet sy werkgever hom, behoudens klousule 4 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of gedeelte 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, daar geag word dat hy vier uur gewerk het.

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

- (a) die werknemer—
- indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;
 - 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 toestaan 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 werknemer wat ingevolge klousule 5 (9) (a) van die werkurebepalings uitgesluit is;
- (b) op 'n los werknemer.

9. STUKWERK EN KOMMISSIEWERK

(1) 'n Werkgever kan nadat hy minstens een week vooraf kennis aan sy werknemer, uitgesonderd 'n handelsreisiger, gegee het, 'n stukwerkstelsel invoer, en sodanige werkgever moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgever, ongeag die hoeveelheid werk wat verrig is, sodanige werknemer die volgende 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 Werkgever moet 'n lys van die besoldiging in subklousule (1) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.

(5) This clause shall not apply—

- (a) to an employee at whose written request his 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 subclause (1);
- (b) in respect of any period of incapacity of an employee in respect of which the employer is required by any other law to pay to the employee not less than his full wages.

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) Subject to the provisions of 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, Day of the Covenant or Christmas Day, or whenever New Year's Day, Republic Day, Day of the Covenant or Christmas Day falls on a Sunday and an employee does not work on the Monday immediately following such Sunday, 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, Day of the Covenant or Christmas Day, or whenever New Year's Day, Republic Day, Day of the Covenant or Christmas Day falls on a Sunday and an employee works on the Monday immediately following that Sunday, 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—
- if he so works for a period not exceeding four hours, not less than his daily wage;
 - 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) The provisions of subclauses (2) and (3) shall not apply to—
- (a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a);
- (b) a casual employee.

9. PIECE-WORK AND COMMISSION WORK

(1) An employer may, after at least one week's notice to his employee, other than a traveller, 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) '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 een maand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgewer nie vir 'n korter termyn as dié waarvoor 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.

(5) 'n Handelsreisiger wat volgens 'n ooreenkoms met sy werkgewer kommissiewerk onderneem, moet, voordat sodanige werk begin, deur sy werkgewer voorsien word van 'n juiste kopie van die ooreenkoms of 'n verklaring wat die bepalings van die ooreenkoms bevat en wat moet insluit—

- (a) die week- of maandloon aan die handelsreisiger betaalbaar, indien sodanige loon hoër is as dié wat by klousule 3 (1) vir so 'n handelsreisiger voorgeskryf word, asook die kommissietarief of -tariewe en die voorwaardes waarop hy die reg daarop verkry;
 - (b) die dag van die week of maand waarop die verdiende kommissie verskuldig en betaalbaar is;
 - (c) die gebied waarin daar van die handelsreisiger vereis word of hy toegelaat word om te werk;
 - (d) die tipe, beskrywing, getal, hoeveelheid of waarde van die bestellings (individueel), weekliks, maandeliks of hoe ook al wat die werkgewer van tyd tot tyd bereid is om te aanvaar; en
 - (e) die dag waarop die kommissie op bestellings wat die werkgewer voor die beëindiging van die dienskontrak aanvaar het, betaal moet word: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is.
- (6) Die bepalings van die ooreenkoms in subklousule (5) bedoel, mag vir die handelsreisiger geldelik nie minder voordelig wees nie as die betrokke bepalings van hierdie Vasstelling: Met dien verstande dat die besoldiging van 'n handelsreisiger wat kommissiewerk verrig, betaalbaar is op die dag wat in die ooreenkoms bepaal word, en in hierdie opsig is klousule 4 (1) nie op sodanige betaling van toepassing nie.

(7) Behoudens klousule 4 (6), moet 'n werkgewer sy handelsreisiger wat kommissiewerk onderneem minstens die besoldiging betaal waarvoor hulle ooreengekom het: Met dien verstande dat, ongeag die getal of waarde van die bestellings wat die werkgewer aanvaar, die besoldiging van so 'n handelsreisiger vir elke tydperk nie minder mag wees nie as dié wat ingevolge klousule 3 (1) vir daardie tydperk aan hom verskuldig sou wees.

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

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 kleren 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 kleren bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende kleren te was of te was en te stryk en in so 'n geval moet die werkgewer so 'n werknemer 'n toelae van minstens 60 sent per week betaal.

12. BEËINDIGING 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 werk-

(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 one month's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give notice for a period not shorter than that agreed upon.

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

(5) A traveller who by agreement with his employer undertakes commission work shall be supplied by his employer, before such work is commenced, with a true copy of the agreement or a statement setting out the terms of the agreement, which shall include—

- (a) the weekly or monthly wage payable to the traveller, where such wage is higher than that prescribed in clause 3 (1) for such traveller, and the rate or rates of the commission and the conditions of entitlement thereto;
- (b) the day of the week or month on which commission earned is due and payable;
- (c) the area in which the traveller is required or permitted to work;
- (d) the type, description, number, quantity or value of orders (individual, weekly, monthly or otherwise) which the employer is from time to time prepared to accept; and
- (e) the day of payment of commission in respect of orders accepted by the employer before termination of the contract of employment: Provided that such day of payment shall be not later than the last work-day of the month succeeding the month during which employment was terminated.

(6) The terms of the agreement referred to in subclause (5) shall be financially not less favourable to the traveller than the relative terms of this Determination: Provided that the remuneration of a traveller on commission work shall be payable on the day stipulated in the agreement, and in this respect clause 4 (1) shall not apply to such payment.

(7) Save as provided in clause 4 (6), an employer shall pay to his traveller who is employed on commission work remuneration at not less than the rate agreed upon between them: Provided that, irrespective of the number or value of orders accepted by the employer, the remuneration of such traveller in respect of any period shall be not less than that which would be due to him for that period in terms of clause 3 (1).

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

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 60 cents every 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 an employer or employee may terminate the contract without notice by paying the employee or

nemer of die werkgewer, na gelang van die geval, die volgende 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 verbod van 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 sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

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

(3) Die kennisgewing by subklousule (1) voorgeskryf, 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 tydperk van militêre opleiding of diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;
- (ii) daar nie gedurende 'n werknemer se afwesigheid met siekte-verlof ooreenkomstig klousule 7 of weens ongeskiktheid in die omstandighede in klousule 7 (6) (a) of (b) uiteengesit van altesaam hoogstens 10 weke in 'n bepaalde jaar kennis gegee mag word nie.

(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 toeëien 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.

13. GETALVERHOUDING

(1) 'n Werkgewer mag nie 'n ongekwalifiseerde blindhanger, snyer, werknemer graad I, manlike masjienwerker, vroulike masjienwerker of uitknipper in diens neem nie, tensy hy 'n gekwalifiseerde blindhanger, snyer, werknemer graad I manlike masjienwerker, vroulike masjienwerker of uitknipper in sy diens het nie, en vir elke gekwalifiseerde werknemer in 'n klas in hierdie klousule genoem, mag hy hoogstens twee ongekwalifiseerde werknemers in so 'n klas in diens neem.

(2) By die toepassing van hierdie klousule—

- (a) kan 'n werkgewer of bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n blindhanger of snyer verrig, geag word 'n gekwalifiseerde blindhanger of snyer, na gelang van die geval, te wees;
- (b) kan 'n ongekwalifiseerde werknemer in 'n klas wat 'n loon ontvang van minstens dié by klousule 3 (1) vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf, geag word 'n gekwalifiseerde werknemer in so 'n klas te wees.

(3) Hierdie klousule is besonderlik op elke bedryfsinrigting van 'n werkgewer van toepassing.

14. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgewer by beëindiging van 'n dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik in die volgende vorm is en waarin die volle name van die werkgewer en die werknemer, die klas 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:

payng 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 one 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) shall 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 owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b), amounting in the aggregate to not more than 10 weeks in any one year.

(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. RATIO

(1) An employer shall not employ an unqualified blindhanger, cutter, grade I employee, male machinist, female machinist or chopper-out unless he has in his employ a qualified blindhanger, cutter, grade I employee, male machinist, female machinist or chopper-out, and for each qualified employee in any class specified in this clause, he shall not employ more than two unqualified employees in such class.

(2) For the purposes of this clause—

- (a) an employer or manager who is wholly or mainly engaged in performing the work of a blindhanger or cutter, may be deemed to be a qualified blindhanger or cutter, as the case may be;
- (b) an unqualified employee in any class who is receiving a wage of not less than that prescribed in clause 3 (1) for a qualified employee of his class, may be deemed to be a qualified employee in such class.

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

14. 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 class 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:

DIENSSERTIFIKAAT

Ek/Ons (a)
 wat die bedryf
 beoefen te
 verklaar hierby dat
 in my/ons (a) diens was van die dag
 van 19..... tot die dag
 van 19..... as (b)
 By diensbeëindiging wat sy/haar (a) loon R..... per week/
 maand.

(Handtekening van werkgewer of
 gemagtigde verteenwoordiger)

Datum 19.....

- (a) Skrap wat nie van toepassing is nie.
 (b) Meld die beroep waarin die werknemer uitsluitlik of hoof-
 saaklik in diens was, bv. klerk, arbeider, masjienwerker.

15. LOGBOEK

(1) 'n Werkgewer moet sy drywer van 'n motorvoertuig voorsien
 van 'n logboek wat sover doenlik die volgende vorm het:

DAAGLIKSE LOG

Naam van werkgewer

Naam van drywer van motorvoertuig

Datum 19...

Tyd waarop werk begin het

Tyd waarop werk opgehou het

Getal ure gewerk

Etenspouses van tot

Besonderhede omtrent ongeluk of vertraging

(Handtekening van drywer van motorvoertuig)

Datum 19.....

(2) Elke drywer van 'n motorvoertuig moet in die logboek in
 subklousule (1) bedoel, oor elke dag se werk 'n daaglikse log in
 duplo hou en binne 24 uur na voltooiing van die dag se werk
 waarop dit betrekking het 'n kopie daarvan by sy werkgewer
 indien.

(3) Elke werkgewer moet die kopie van die daaglikse log wat
 ingevolge subklousule (2) by hom ingedien is minstens drie jaar
 lank na sodanige indiening bewaar.

I. J. CLAASSENS, Voorsitter

G. H. ABDOOLA, Addisionele Lid

J. J. GERBER, Addisionele Lid

V. VENTER, Sekretaris

PRETORIA,
 5 November 1979

CERTIFICATE OF SERVICE

I/We (a)
 carrying on trade in the Canvas Goods and Allied Products Indus-
 try at
 hereby certify that
 was employed by me/us (a) from the day
 of 19..... to the day
 of 19..... as (b)
 At the termination of employment his/her (a) wage was R.....
 per week/month.

(Signature of employer or authorised
 representative)

Date 19.....

- (a) Delete whichever is inapplicable.
 (b) State class in which employee was wholly or mainly
 engaged, e.g. clerk, labourer, machinist.

15. Log-Book

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

DAILY LOG

Name of employer

Name of driver

Date 19.....

Time of starting work

Time of finishing work

Number of hours worked

Meal intervals from to

Particulars of any accident or delay

(Signature of driver of motor vehicle)

Date 19.....

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

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

I. J. CLAASSENS, Chairman

G. H. ABDOOLA, Additional Member

J. J. GERBER, Additional Member

V. VENTER, Secretary

PRETORIA,
 5 November 1979.

INHOUD

Departement van Mannekragbenutting

ALGEMENE KENNISGEWING

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