REPUBLIC OF SOUTH AFRICA

REPUBLIEK VAN SUID-AFRIKA

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## GOVERNMENT NOTICE

## DEPARTMENT OF MANPOWER

**R. 934** **3 May 1991**

WAGE ACT, 1957

WAGE DETERMINATION 471: CLOTHING AND KNITTING INDUSTRY, REPUBLIC OF SOUTH AFRICA

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

### SCHEDULE

#### 1. AREA AND SCOPE OF DETERMINATION

(1) This determination shall, in the Republic of South Africa, apply to every employer in the Clothing and Knitting Industry as defined in subclause (2), and to all his employees in that industry: Provided that the Determination shall not apply to—

(a) an employer while he is a new employer as defined in subclause (3);

(b) a small employer as defined in subclause (4); or

(c) a manager as defined in subclause (5).

(2) **"Clothing and Knitting Industry"** or **"the Industry"** means the Industry in which employers and employees are associated for the purpose of—

(a) making, irrespective of the process or method used in such making, any one or more of the following classes of clothing, and includes the knitting of any such articles:

(i) Outer garments, underwear or nightwear;

(ii) ties;

## GOEWERMENTSKENNISGEWING

## DEPARTEMENT VAN MANNEKRAG

**R. 934** **3 Mei 1991**

LOONWET, 1957

LOONVASSTELLING 471: KLERASIE- EN BREINYWERHEID, REPUBLIEK VAN SUID-AFRIKA

In opdrag van die Minister van Mannekrag, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Klerasie- en Breinywerheid, Republiek van Suid-Afrika gemaak en die derde Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

### BYLAE

#### 1. GEBIED EN OMVANG VAN VASSTELLING

(1) Hierdie vasstelling is in die Republiek van Suid-Afrika van toepassing op elke werkgewer in die Klerasie- en Breinywerheid soos in subklousule (2) omskryf, en op al sy werknemers in daardie nywerheid: Met dien verstande dat hierdie vasstelling nie van toepassing is nie op—

(a) 'n werkgewer so lank as wat hy 'n nuwe werkgewer is soos in subklousule (3) omskryf;

(b) 'n klein werkgewer soos in subklousule (4) omskryf; of

(c) 'n bestuurder soos in subklousule (5) omskryf.

(2) **"Klerasie- en Breinywerheid"** of **"die Nywerheid"** beteken die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om—

(a) enigeen of meer van ondergenoemde klasse klerasie te maak, ongeag die proses of metode wat by die maak daarvan gevolg word, en dit omvat die brei van enige sodanige artikels:

(i) Boklere, onderklere of nagklere;

(ii) dasse;

(iii) men's or boys' tweed or linen hats or caps;

(iv) garments made to the order of a Government department, provincial administration, local authority or Transnet;

(v) stockings or socks;

(b) conducting the knitting of clothing fabric where this is performed in conjunction with the manufacture of any one or more of the articles mentioned in (a),

but does not include—

(a) (i) the making of garments to the measurement of individual persons;

(ii) the making of clothing from furs or pelts;

(iii) the making of women's or girls' hats;

(iv) the industry defined in Wage Determination 437, Ladies' Stockings Industry, East London and Parys, published under Government Notice No. R. 2007 of 14 September 1984, or in any determination made in substitution for that measure in the area in which it is applicable;

(b) any manufacturing activity in the Clothing, Knitting or Ladies' Stockings Industry for which an industrial council is registered or deemed to have been registered in terms of the Labour Relations Act, 1956.

(3) **"New employer"** means a business newly established in the Clothing and Knitting Industry, during the first 12 months of its existence in the Industry [see also the proviso to clause 3 (1) (a)].

(4) **"Small employer"** means an employer who at all times employes not more than 30 employees in the aggregate in or in connection with his business in the Industry, and whose annual turnover does not exceed R450 000: Provided that for the purposes of this subclause the expression "annual turnover" means, at any date, the annual turnover for the preceding 12 months.

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

## 2. DEFINITIONS

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 has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who is the holder of a certificate issued or deemed to have been issued to him by the Registrar of Manpower Training giving him artisan status in terms of that Act, and any other employee who performs work normally performed by an artisan, except where specifically otherwise stated in this determination; (1)

(2) "**back-winder**" means an employee who recovers yarn from a knitted article by winding it back onto a bobbin, comb, magazine or spool; (76)

(3) "**boiler attendant**" means an employee who, under supervision, maintains the water level and steam pressure in a boiler and who may make, maintain and draw the fire in such boiler; (30)

(4) "**casual employee**" means an employee who is employed by the same employer on not more than three days in any week; (42)

(iii) tweed- of linnehoede of -pette vir mans of seuns;

(iv) kledingstukke wat op bestelling van 'n Staatsdepartement, 'n provinsiale administrasie, 'n plaaslike owerheid of Transnet gemaak word;

(v) kouse of sokkies;

(b) die brei van kledingstof te onderneem waar dit geskied tesame met die vervaardiging van enigeen of meer van die artikels in (a) genoem,

maar dit omvat nie die volgende nie:

(a) (i) Die maak van kledingstukke op die maat van individuele persone;

(ii) die maak van kledingstukke van pelse of pelsvelle;

(iii) die maak van hoede vir vroue of dogters;

(iv) die nywerheid omskryf in Loonvasstelling 437, Dameskousnywerheid, Oos-Londen en Parys, gepubliseer by Goewermentskennisgewing No. R. 2007 van 14 September 1984, of in enige vasstelling wat gemaak word ter vervanging van daardie maatreël in die gebied waarin dit van toepassing is;

(b) enige vervaardigingsbedrywigheid in die klerasie-, brei- of dameskousnywerheid waarvoor 'n nywerheidsraad kragtens die Wet op Arbeidsverhoudinge, 1956, geregistreer is of geag word daarkragtens geregistreer te wees.

(3) **"Nuwe werkgewer"** beteken 'n besigheid, nuut gestig in die Klerasie- en Breinywerheid, gedurende die eerste 12 maande van sy bestaan in die Nywerheid [kyk ook die voorbehoudsbepaling van klousule 3 (1) (a)].

(4) **"Klein werkgewer"** beteken 'n werkgewer wat te alle tye altesaam hoogstens 30 werknemers in of in verband met sy besigheid in die Nywerheid in diens het en wie se jaarlikse omset hoogstens R450 000 bedra: Met dien verstande dat by die toepassing van hierdie subklousule die uitdrukking "jaarlikse omset" op enige datum die jaarlikse omset vir die voorafgaande 12 maande beteken.

(5) **"Bestuurder"** beteken 'n werknemer wat deur sy werkgewer belas is met die algemene toesig oor, verantwoordelikheid vir en bestuur van die werksaamhede van 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting en die werknemers wat daarin werksaam is, maar omvat nie 'n werknemer in dieselfde bedryfsinrigting wat tydens 'n bestuurder se afwesigheid die bestuurder aflos of namens hom optree nie.

## 2. WOORDOMSKRYWING

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

(1) "**afmerker**" 'n werknemer wat op 'n laag of lae kledingstof die buitelyne van kledingstukke afmerk of met kryt aanbring vanaf patrone wat verskaf word; (47)

(2) "**afwerker**" 'n werknemer wat kussinkies of watteersel in die skouers van baadjies insit, moukoppe vaswerk of omkap, moukoppe watteer, sybelegsels wat reeds in posisie geryg is, platwerk, knoopsgate met die hand maak of die voering van moukoppe met die hand platwerk; (23)

(3) "**algemene werker**" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) 'n Ambagsman behulpsaam wees deur artikels of gereedskap vas te hou of andersins saam met hom te werk, uitgesonderd deur gereedskap selfstandig te gebruik;

(5) "**chopper-out**" means an employee in an establishment, other than a knitting establishment, who is engaged in cutting out garments or portions of garments by hand or machine from one or more layers of fabric that have already been marked; (80)

(6) "**clerk**" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, telephone switch-board operator and an operator of a machine used for accounting and calculating purposes or of a punch card machine, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form part of such employee's work; (32)

(7) "**commission work**" means any system under which an employee receives additional remuneration calculated on the value or volume of sales effected or on the value or number of orders submitted to and accepted by his employer; (36)

(8) "**colouring mass-measurer**" means an employee who, under the supervision of a dyer, mass-measures dyestuffs or other chemicals; (35)

(9) "**cutter or shaper**" means an employee in a knitting establishment who, by means of a power-driven cutting machine, knife or shears is engaged in cutting garment lengths, fronts, backs or sleeves of fully fashioned garments or trimmings, who marks or cuts attachments, points of necks or armholes or trimmings and who may use a template for this purpose; (71)

(10) "**daily wage**" means, except in the case of a casual employee, an employee's weekly wage divided by the number of days on which he ordinarily works in a week; (15)

(11) "**day**" means the period of 24 hours from midnight to midnight: Provided that in the case of a shift worker, a security guard or a watchman it means a period of 24 hours reckoned from the time such an employee commences work; (14)

(12) "**despatch packer**" means an employee who, under the supervision of a storeman, forman, forewoman or a clerk, is engaged in making up orders or in packing goods for despatch or delivery; (83)

(13) "**dolly**" means a trailer on which a semi-trailer rests and which converts the latter into a trailer; (16)

(14) "**draw-threader or separator**" means an employee who separates knitted articles by removing the draw-thread; (78)

(15) "**driver**" means an employee, other than a travelling representative's assistant, who drives a motor vehicle, and for the purposes of this definition the expression "drives a motor vehicle" includes all periods of driving, 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; (17)

(16) "**dyer**" means an employee who is responsible for and engaged in dyeing or other finishing processes and who decides on the nature, mass, blending and application of the dyes or other chemicals to be used; (33)

(17) "**dyer's assistant**" means an employee who, under the supervision of a dyer, is engaged in mass-measuring or mixing colour substances or attending or operating machines used in the dyeing or finishing processes; (34)

(18) "**emergency work**" means—

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

(b) drade afsny of afknip of kolle of merke van kledingstowwe of -stukke verwyder;

(c) dryfbande aanbring masjiene olie of oliekanne vul;

(d) kledingstukke opvou;

(e) garing uitreik of spoele opwind;

(f) kledingstof in een of meer lae lê om uitgesny te word;

(g) die halsfatsoen van hemde, onderklere of nagklere merk of regknip;

(h) die posisie van sakke, knope, knoopsgate, lussies, sluiters, pylnate, some of omslae merk;

(i) oopstoomparsing of vormsetting van kledingstukke of dele van kledingstukke op outomatiese deurlopende stoombande;

(j) kledingstukke in dose of in ander geskikte hulsel of in bondels pak voordat dit na die versendingsafdeling gestuur word;

(k) hemde of ander kledingstukke speld of dele van kledingstukke aanmekaarspeld om masjiengestik te word;

(l) gewone naaldwerk;

(m) die lapelle of krae van baadjies of oorjasse fatsoeneer voor onderryging;

(n) kledingstukke of dele van kledingstukke uitsorteer;

(o) die groottes of werkidentifikasienommers of kledingstukke of dele van kledingstukke stempel;

(p) oordra of sjabloneer met die hand of met 'n masjien;

(q) baadjiebelegsels omkeer nadat dit masjiengestik is;

(r) die rande van krae, belegsels, bande, mansjette, sakke of klappe met die hand of met 'n masjien omkeer of omslaan; (27)

(4) "**ambagsman**" 'n werknemer wat 'n kontrak van vakleerlingskap voltooi het of geag word so 'n kontrak te voltooi het in 'n ambag aangewys of geag aangewys te wees ingevolge die Wet op Mannekragopleiding, 1981, of wat die houer is van 'n sertifikaat wat aan hom uitgereik is of geag word aan hom uitgereik te wees deur die Registrateur van Mannekragopleiding en wat ambagsmanstatus aan hom verleen ingevolge daardie Wet, en ook enige ander werknemer wat werk doen wat gewoonlik deur 'n ambagsman verrig word, behalwe waar spesifiek anders in hierdie vasstelling vermeld word; (1)

(5) "**arbeider**" 'n werknemer wat een of meer van die volgende pligte uitvoer.

(a) Boodskappe of kledingstukke of dele van kledingstukke van een plek na 'n ander plek binne 'n bedryfsinrigting dra;

(b) goedere dra, versit of opstapel;

(c) persele, installasies, masjiene, voertuie, gereedskap, gerei of ander artikels skoonmaak;

(d) briewe, boodskappe of goedere te voet of met 'n voet- of handgedrewe voertuig aflewer;

(e) tuinwerk;

(f) goedere laai of aflaai;

(g) vure maak of stook, of rommel of as verwyder;

(h) tee of soortgelyke dranke maak of sodanige tee of dranke aan werknemers, sy werkgewer of sy werkgewer se gaste bedien;

(i) rubberoplossing meng;

(j) voertuie, uitgesonderd motorvoertuie, olie of ghries;

(k) kartondose of ander houers oop- of toemaak of bandbind, pakkaste toespyker of bale toewerk of bandbind;

(l) onder toesig van 'n versendingsverpakker of klerk goedere in pakkette oopmaak;

(b) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary hours of work; (55)

(19) **"experience"** means in relation to—

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

(b) any other class of employee, the total period or periods of employment which an employee has had in the Clothing and Knitting Industry or Bespoke Tailoring Industry in any capacity other than as a labourer, boiler attendant, despatch packer, travelling representative's assistant, driver, security guard or watchman, and includes, in the case of a presser or a general worker engaged in pressing processes, the total period or periods of employment which an employee has had in a class in the Laundry or Dry Cleaning Trade in which the duties include ironing, pressing or steaming; (57)

(20) **"extra heavy motor vehicle (articulated)"** means a motor vehicle (articulated) the gross combination mass of which exceeds 16 000 kg but not 25 000 kg; (18)

(21) **"extra heavy motor vehicle (rigid)"** means a motor vehicle (rigid) the gross vehicle mass of which exceeds 16 000 kg but not 25 000 kg; (19)

(22) **"factory clerk"** means an employee who, under the supervision of a foreman, forewoman, qualified clerk or a supervisor, performs one or more of the following duties:

(a) Calculating piece-work or bonus payments from production schedules;

(b) checking or recordng for production control;

(c) checking or recording particulars of goods, machine parts, tools, oils or other equipment received or issued, or keeping stock records;

(d) copying invoices and factory documents;

(e) filing, sorting or otherwise attending to factory documents;

(f) issuing labels or packing materials and keeping records thereof;

(g) operating an adding, duplicating or photostat machine in the course of his duties as a factory clerk;

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

(i) scheduling production statistics; (20)

(23) **"finisher"** means an employe who is engaged in putting pads or wadding into shoulders of coats, fastening or serging sleeveheads, wadding sleeveheads, felling silk facings already basted into position, making buttonholes by hand or felling sleevehead linings by hand; (2)

(24) **"fitter-up"** means an employee in the cutting room who is engaged in adjusting together the outside of garments with the cut out linings; (60)

(25) **"foreman" or "forewoman"** means an employee who is in charge of the employees (other than artisans, clerks, storemen and dyers) in an establishment, who exercises control over such employees and who is responsible to the manager for the efficient performance by them of their duties; (86)

(26) **"fully fashioned garment"** means a garment of which the form or body, body and sleeve, or sleeves, back and front, are fully shaped on a knitting machine; (85)

(27) **"general worker"** means an employee who performs one or more of the following duties:

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

(m) knope volgens grootte of kleur sorteer; (38)

(6) **"bediener"** 'n werknemer wat 'n borsel-, pluis-, skeer-, kalander-, kleur-, droogswaai-, twyn-, spleet- of stoommasjien (uitgesonderd 'n parsmasjien) of droër bedien en wat sodanige masjien kan aansit, afsit of voer, en het die uitdrukking " 'n masjien bedien" 'n ooreenstemmende betekenis; (60)

(7) **"bediener van 'n mobiele hystoestel"** 'n werknemer wat 'n kragaangedrewe mobiele hystoestel bedien wat by die laai, aflaai, versit op opstapel van goedere gebruik word; (55)

(8) **"betaalde vakansiedag"** Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Gesinsdag, Hemelvaartdag, Republiekdag, Geloftedag en Kersdag; (64)

(9) **"bode"** 'n werknemer wat briewe, boodskappe of goedere deur middel van 'n twee- of driewielmotorfiets, bromponie of outofiets met 'n enjinkapasiteit van hoogstens 100 $cm^3$ afhaal, sorteer, versprei of aflewer, en wat skryfwerk in verband met sodanige afhaling of aflewering kan verrig en 'n kantoorkram- of 'n afrolmasjien kan bedien; (53)

(10) **"breimasjienbediener"** 'n bedryfsinrigting waarin 'n werkgewer en sy werknemers met mekaar geassosieer is met die doel om enige kledingstuk bedoel in klousule 1(2)(a) en (b) deur middel van 'n breiproses te maak; (36)

(11) **"breimasjienbediener"** 'n werknemer wat een of 'n stel breimasjiene bedien en wat naalde, skuiwers en platiene kan vervang en leigleuwe kan reguit maak, met inbegrip van ketting- en kaartbeheer en ophaak na afwerpings; (37)

(12) **"bruto kombinasiemassa"**, met betrekking tot 'n motorvoertuig (gelede), die maksimum massa van die kombinasie van voertuie, met inbegrip van dié van die trekmotorvoertuig en die vrag, soos deur die vervaardiger gespesifiseer of, by gebreke aan sodanige spesifikasie, soos deur die betrokke registrasie-owerheid bepaal; (28)

(13) **"bruto voertuigmassa"**, met betrekking tot 'n motorvoertuig (nie-gelede), die maksimum massa van sodanige voertuig en sy vrag, soos deur die vervaardiger gespesifiseer of, by gebreke aan sodanige spesifikasie, soos deur die betrokke registrasie-owerheid bepaal; (29)

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

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

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

(17) **"drywer"** 'n werknemer, uitgesonderd 'n reisende verteenwoordiger se assistent, wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordomskrywing omvat die uitdrukking " 'n motorvoertuig dryf" alle tydperke wat die werknemer dryf, enige tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf; (15)

(18) **"ekstra swaar motorvoertuig (gelede)"** 'n motorvoertuig (gelede) waarvan die bruto kombinasiemassa meer as 16 000 kg maar hoogstens 25 000 kg is; (20)

(19) **"ekstra swaar motorvoertuig (nie-gelede)"** 'n motorvoertuig (nie-gelede) waarvan die bruto voertuigmassa meer as 16 000 kg maar hoogstens 25 000 kg is; (21)

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

(a) Stukwerk- of bonusbetalings aan die hand van produksiestate bereken;

(b) cutting or snipping off threads or removing spots or marks from materials or garments;

(c) fixing machine belts, oiling machines or filling oil cans;

(d) folding garments;

(e) issuing cottons or winding bobbins;

(f) laying fabric in one or more thicknesses preparatory to cutting;

(g) marking or trimming the shape of the necks of shirts, underwear or nightwear;

(h) marking the position of pockets, buttons, buttonholes, loops, fasteners, darts, hems or turn-ups;

(i) open steam pressing or boarding of garments or parts of garments on automatic continuous steam belts;

(j) packing garments into boxes or into other suitable wrapping or into bundles prior to their being sent to the despatch department;

(k) pinning shirts or other garments or pinning together portions of garments in preparation for machining;

(l) plain sewing;

(m) shaping the lapels or collars of jackets or overcoats preparatory to underbasting;

(n) sorting out garments or parts of garments;

(o) stamping the sizes or identity work numbers on garments or parts of garments;

(p) transfering or stencilling by hand or machine;

(q) turning coat-facings out after machining;

(r) turning out or over the edges of collars, facings, bands, cuffs, pockets or flaps whether by hand or machine; (3)

(28) "**gross combination mass**" in relation to a motor vehicle (articulated) means the maximum mass of the combination of vehicles, including that of the drawing motor vehicle and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (12)

(29) "**gross vehicle mass**" in relation to a motor vehicle (rigid) means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (13)

(30) "**hand cutter**" means an employee in a knitting establishment who, without using a power-driven cutting machine, knife or shears, is engaged in cutting fronts, backs or sleeves of fully fashioned garments or trimmings, who makes or cuts attachments, points of necks or armholes or trimmings and who may use a template for this purpose; (27)

(31) "**handyman**" means an employee who does 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 perform work normally done by an artisan; (21)

(32) "**head warper**" means an employee who exercises control and supervision over two or more warpers; (29)

(33) "**heavy motor vehicle (articulated)**" means a motor vehicle (articulated) the gross combination mass of which exceeds 9 000 kg but not 16 000 kg; (74)

(34) "**heavy motor vehicle (rigid)**" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 9 000 kg but not 16 000 kg; (75)

(35) "**hourly wage**" means an employee's weekly wage divided by his weekly ordinary hours of work, and in the case of a casual employee the hourly remuneration payable to him in terms of clause 3 (1) (d); (82)

(b) vir produksiebeheer nagaan of aanteken;

(c) besonderhede van goedere, masjienonderdele, gereedskap, olies of ander uitrusting wat ontvang of uitgereik is, nagaan of aanteken, of voorraadregisters byhou;

(d) fakture en fabrieksdokumente kopieer;

(e) fabrieksdokumente liasseer, sorteer of andersins versorg;

(f) etikette of pakmateriaal uitreik en registers daarvan byhou;

(g) 'n optel-, afrol- of fotostaatmasjien in die loop van sy pligte as 'n fabrieksklerk bedien;

(h) lotnommers, inhoud of verwysingsnommers aanteken van houers wat volgemaak of versend is;

(i) lyste maak van produksiestatistieke; (22)

(21) "**faktotum**" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjienerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, en wat kleinere herstelwerk of opknappings aan geboue kan doen maar wat nie werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (31)

(22) "**gekwalifiseerd**", met betrekking tot 'n werknemer dat die werknemer se ondervinding in sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is, en omgekeerd beteken "ongekwalifiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (70)

(23) "**gewone naaldwerk**" die verrigting van enigeen of meer van die volgende werksaamhede met die hand:

(a) Randsteunsels, hakies in broekbande of belegsels aan die binnekant wat reeds in posisie geryg is, vaswerk;

(b) omboorsel, onderkante of middelbandvoerings, kruisvoerings van broeke, halse van onderhemde of onderkante van voerings of nate daarvan wat reeds in posisie geryg is, platwerk;

(c) hanglussies maak en aanwerk;

(d) knope, hakies en ogies, etikette of drukknope aanwerk;

(e) permanente omslae of middelbandvoerings vasryg;

(f) enige handnaaldwerk wat nie elders in hierdie klousule gespesifiseer worrd nie; (67)

(24) "**gewone werkure**" die werkure by klousule 5 (1) voorgeskryf of, indien volgens ooreenkoms tussen 'n werkgewer en sy werknemer laasgenoemde minder gewone ure werk, sodanige korter ure; (61)

(25) "**groep**" **of** "**span**" 'n drietal of meer werknemers wat seksiewerksaamhede by die maak van kledingstukke verrig; (74)

(26) "**groepleier**" **of** "**spanleier**" 'n werknemer in 'n groep of span wat algemeen verantwoordelik is vir die werk uitgevoer deur die werknemers wat sodanige groep of span uitmaak; (75)

(27) "**handsnyer**" 'n werknemer in 'n breibedryfsinrigting wat sonder die gebruik van 'n kraggedrewe snymasjien, mes of skêr voorpante, agterpante of moue van volgefatsoeneerde kledingstukke of tooisels sny, wat hegstukke, punte van halse of mousgate of tooisels maak of sny en wat 'n patroonplaat vir hierdie doel kan gebruik; (30)

(28) "**hersteller**" 'n werknemer wat breifoute in kledingstukke of dele van kledingstukke, ru-stukke, kouse of sokkies herstel; (52)

(29) "**hoofskeringopsteller**" 'n werknemer wat beheer uitoefen en toesig hou oor twee of meer skeringopstellers; (32)

(36) "**knitting establishment**" means an establishment in which an employer and his employees are associated for the purpose of making any article of wearing apparel referred to in clause 1 (2) (a) and (b) by means of a knitting process; (10)

(37) "**knitting machine operator**" means an employee who operates one or a set of knitting machines and who may change needles, sliders and sinkers and straighten tricks, including chain and card control and running-on after press-offs; (11)

(38) "**labourer**" means an employee who performs one or more of the following duties:

(a) Carrying messages or garments or parts of garments from one place to another within an establishment;

(b) carrying, moving or stacking goods;

(c) cleaning premises or plant, machines, vehicles, tools, utensils or other articles;

(d) delivering letters, messages or goods on foot or by means of a foot or hand-propelled vehicle;

(e) gardening work;

(f) loading or unloading goods;

(g) making or maintaining fires, or removing refuse or ashes;

(h) making tea or similar beverages or serving such tea or beverages to employees, his employer or his employer's guests;

(i) mixing rubber solution;

(j) oiling or greasing vehicles, other than motor vehicles;

(k) opening, closing or strapping cartons or other containers, nailing up packing cases or sewing up or strapping bales;

(l) parcelling goods under the supervision of a despatch packer or clerk;

(m) sorting buttons according to size or colour; (5)

(39) "**law**" includes the common law; (94)

(40) "**lay copier**" means an employee who places numbered patterns on a lay to conform with a numbered photograph, diagram or plan; (61)

(41) "**learner**" means an employee in a class for which in clause 3 wages are prescribed in relation to length of experience and whose experience does not entitle him to the wage prescribed for a qualified employee of his class; (38)

(42) "**light motor vehicle**" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (40)

(43) "**linker**" means an employee who is engaged in operating a linking machine for toe-closing of stockings or socks or for joining parts of fully fashioned garments or attaching trimmings to fully fashioned garments or parts of garments; (31)

(44) "**loader of magazine or comb**" means an employee who is engaged in the transferring of stitches onto the needles of a bar or magazine; (45)

(45) "**local authority**" means, any borough council, city council, municipal council, village management board, divisional council or any similar institution or body contemplated in section 84 (1) (f) of the Provincial Government Act, 1961, or in any other parliamentary legislation; (62)

(46) "**machinist**" means an employee who performs any operation by sewing machine; (46)

(47) "**marker-in**" means an employee who is engaged in marking or chalking the outline of garments on a layer or layers of fabric from patterns provided; (1)

(30) "**ketelbediener**" 'n werknemer wat onder toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook en uithaal; (3)

(31) "**kettelmasjienbediener**" 'n werknemer wat 'n kettelmasjien bedien waarmee die toonpunte van kouse of sokkies gesluit word of dele van volgefatsoeneerde kledingstukke aanmekaargeheg word of tooisels aan volgefatsoeneerde kledingstukke of dele van kledingstukke geheg word; (43)

(32) "**klerk**" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig, en omvat dit 'n kassier, telefoonskakelbordoperateur en 'n operateur van 'n masjien wat vir boekhouding en berekening gebruik word of van 'n ponskaartmasjien, maar nie ook enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se werk; (6)

(33) "**kleurder**" 'n werknemer wat verantwoordelik is vir en betrokke is by kleur- of ander afwerkprosesse en wat besluite neem oor die aard, massa, vermenging en aanwending van die kleurstowwe of ander chemikalieë wat gebruik moet word; (16)

(34) "**kleurder se assistent**" 'n werknemer wat onder toesig van 'n kleurder kleurstowwe massameet of meng of masjiene wat by die kleur- of afwerkprosesse gebruik word, oppas of bedien; (17)

(35) "**kleurselmassabepaler**" 'n werknemer wat kleurstowwe of ander chemikalieë onder toesig van 'n kleurder massameet; (8)

(36) "**kommissiewerk**" 'n stelsel waarvolgens 'n werknemer addisionele besoldiging ontvang wat bereken word op die waarde of omvang van verkope tot stand gebring of op die waarde van of die getal bestellings voorgelê aan en aanvaar deur sy werkgewer; (7)

(37) "**korttyd**" 'n tydelike vermindering van die getal gewone werkure weens 'n handelslapte, 'n tekort aan grondstowwe of verpakkingsmateriaal, die onklaarraking van 'n installasie of masjinerie of die feit dat die geboue onbruikbaar is of dreig om onbruikbaar te word; (77)

(38) "**leerling**" 'n werknemer in 'n klas waarvoor daarby klousule 3 lone voorgeskryf word met betrekking tot die duur van ondervinding en wie se ondervinding hom nie geregtig maak op die loon voorgeskryf vir 'n gekwalifiseerde werknemer van sy klas nie; (41)

(39) "**leunwa**" 'n sleepwa wat nie 'n vooras het nie en ontwerp of aangepas is om op 'n voorspanmotor te rus en daardeur getrek te word; (73)

(40) "**ligte motorvoertuig**" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasiemassa hoogstens 3 500 kg is; (42)

(41) "**loon**" die bedrag geld wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure: Met dien verstande dat as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken, maar hierdie voorbehoudsbepaling mag nie so uitgelê word dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op 'n grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; en "uurloon", "dagloon" en "maandloon" het ooreenstemmende betekenisse; (88)

(42) "**los werknemer**" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (4)

(43) "**maandloon**" die werknemer se weekloon gemaal met vier en een derde; (56)

(48) "**mechanic**" means an employee, other than an artisan, who is engaged in the maintenance, repair, rebuilding or re-fitting of knitting machines and other machines used in connection with the knitting of garments or parts of garments and who is also proficient in pattern designing and making; (92)

(49) "**mechanic's assistant**" means an employee who under the supervision of a mechanic, carries out minor repairs to and generally strips and assembles machines used in connection with the knitting of fabric, garments or parts of garments, who changes the patterns and resets the machines, including pattern drum and pattern wheel changing, and who may be required to perform the duties of a knitting machine operator; (93)

(50) "**medium motor vehicle (articulated)**" means a motor vehicle (articulated) the gross combination mass of which exceeds 3 500 kg but not 9 000 kg; (47)

(51) "**medium motor vehicle (rigid)**" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg; (48)

(52) "**mender**" means an employee who is engaged in repairing knitting faults in garments or parts of garments, blanks, stockings or socks; (28)

(53) "**messenger**" means an employee who is engaged in collecting, sorting, distributing or delivering letters, messages or goods by means of a two- or three-wheeled motor cycle, motor scooter or autocycle with an engine capacity of not more than 100 $cm^3$ and who may perform any writing in connection with such collecting or delivering and may operate an office stapling or duplicating machine; (9)

(54) "**military service**" means any service or training in terms of the Defence Act, 1957 (Act No. 44 of 1957); (49)

(55) "**mobile hoist operator**" means an employee who operates a mobile power-driven hoist used in the loading, unloading, moving or stacking of goods; (7)

(56) "**monthly wage**" means an employee's weekly wage multiplied by four and a third; (43)

(57) "**motor vehicle**" means a self-propelled vehicle with an engine capacity exceeding 100 $cm^3$, used for conveying goods, other than a travelling representative's samples, and includes a truck-tractor, tractor, a motor cycle or a motor tricycle but does not include a mobile hoist; (50)

(58) "**motor vehicle (articulated)**" means a combination of vehicles consisting of a motor vehicle and a semi-trailer or trailer; (51)

(59) "**motor vehicle (rigid)**" means a motor vehicle other than a motor vehicle (articulated); (52)

(60) "**operator**" means an employee who operates a brushing, raising, cropping, calender, dye, drying or hydro-extracting, twisting, slitting or steaming machine (other than a presser) and who may start, stop or feed into such machine and the expression "operating a machine" has a corresponding meaning; (6)

(61) "**ordinary hours of work**" means the hours of work prescribed in clause 5 (1) or if by agreement between an employer and his employee the latter works a lesser number of ordinary hours, such shorter hours; (24)

(62) "**overlocker**" means an employee who operates an overlocking machine; (56)

(63) "**overtime**" means that portion of any period worked by an employee in any week or on any day, which is longer than his weekly or daily ordinary hours of work, as the case may be, but does not include any period during which an employee works for his employer on a Sunday or on a paid holiday; (58)

(44) "**magasynman**" 'n werknemer wat beheer het oor voorrade inkomende goedere of klaar- of halfklaarprodukte en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis te ontvang, op te berg, te pak of uit te pak of om goedere vanuit 'n magasyn of pakhuis aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending te lewer; (79)

(45) "**magasyn- of kamlaaier**" 'n werknemer wat steke na die naalde van 'n staaf, kam of magasyn oorda; (44)

(46) "**masjienwerker**" 'n werknemer wat enige werksaamheid met behulp van 'n naaimasjien verrig; (46)

(47) "**medium motorvoertuig (gelede)**" 'n motorvoertuig (gelede) waarvan die bruto kombinasiemassa meer as 3 500 kg maar hoogstens 9 000 kg is; (50)

(48) **medium motorvoertuig (nie-gelede)**" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuigmassa meer as 3 500 kg maar hoogstens 9 000 kg is; (51)

(49) "**militêre diens**" enige diens of opleiding kragtens die Verdedigingswet, 1957 (Wet No. 44 van 1957); (54)

(50) "**motorvoertuig**" 'n selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 $cm^3$ wat gebruik word vir die vervoer van goedere, uitgesonderd 'n reisende verteenwoordiger se monsters, en omvat dit 'n voorspanmotor, 'n trekker, 'n motorfiets of 'n motordriewiel, maar nie ook 'n mobiele hystoestel nie; (57)

(51) "**motorvoertuig (gelede)**" 'n kombinasie van voertuie bestaande uit 'n motorvoertuig en 'n leunwa of sleepwa; (58)

(52) "**motorvoertuig (nie-gelede)**" 'n motorvoertuig, uitgesonderd 'n motorvoertuig (gelede); (59)

(53) "**naatwerker**" 'n werknemer wat nate van kouse of sokkies met 'n naatmasjien aanmekaarwerk; (71)

(54) "**nasiener of ondersoeker**" 'n werknemer wat verantwoordelik is vir die keur of nasien van voltooide kledingstukke of dele van kledingstukke; (65)

(55) "**noodwerk**"—

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

(b) enige werk in verband met die opknapping of herstel van 'n installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie; (18)

(56) "**omsluitbenater**" 'n werknemer wat 'n omsluitsteekmasjien bedien; (62)

(57) "**ondervinding**", met betrekking tot—

(a) 'n klerk of 'n reisende verteenwoordiger, die totale tydperk of tydperke diens wat 'n werknemer as onderskeidelik 'n klerk of 'n reisende verteenwoordiger gehad het in enige bedryf of in die diens van 'n plaaslike owerheid van die Staat;

(b) enige ander klas werknemer, die totale tydperk of tydperke diens wat 'n werknemer in die Klerasie- en Breinywerheid of die Kleremakery-op-maatnywerheid gehad het in enige ander hoedanigheid as dié van arbeider, ketelbediener, versendingsverpakker, reisende verteenwoordiger se assistent, drywer, sekuriteitswag of wag, en omvat dit in die geval van 'n parser of 'n algemene werker betrokke by parsprosesse, die totale tydperk of tydperke diens wat 'n werknemer in 'n klas in die Wassery- of Droogskoonmaakbedryf gehad het waarin die pligte stryk, pars of stoom omvat; (19)

(64) **"paid holiday"** means New Year's Day (or the succeeding Monday whenever New Year's Day falls on a Sunday), Good Friday, Family Day, Ascension Day, Republic Day, Day of the Vow and Christmas Day; (8)

(65) **"passer or examiner"** means an employee who is responsible for passing or checking completed garments or parts of garments; (54)

(66) **"piece-work"** means any system under which an employee's remuneration is based on the quantity of work done; (73)

(67) **"plain sewing"** means the performing by hand of any one or more of the following operations:

(a) Fastening edge stays, catches in tops of trousers or facings inside that have already been basted in position;

(b) felling binding, bottoms or waistband linings, crutch linings in trousers, necks of vests or bottoms of linings or seams thereof already basted into position;

(c) making and sewing on hangers;

(d) sewing on buttons, hooks and eyes, tickets or press studs;

(e) tacking permanent turn-ups or waistband linings;

(f) any hand-sewing not elsewhere specified in this clause; (23)

(68) **"pre-boarder or post-boarder or former"** means an employee who is engaged in placing or removing stockings, socks or garments on or from forms; (88)

(69) **"presser"** means an employee who is engaged in the ironing or pressing of finished garments by hand or machine, excluding open steam pressing or boarding of garments on automatic continuous steam belts; (59)

(70) **"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; (22)

(71) **"seamer"** means an employee who is engaged in joining seams in stockings or socks by means of a seaming machine; (53)

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

(a) Controlling, recording or reporting on the movement of persons or vehicles through check points or gates;

(b) searching goods or vehicles;

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

(d) supervising or controlling watchmen;

and who may be required to perform any or all of the duties of a watchman; (65)

(73) **"semi-trailer"** means a trailer without a front axle and designed or adapted to rest on and be drawn by a truck-tractor; (39)

(74) **"set"**—except where it occurs in subclause (37)—or "team" means a group of employees numbering three or more engaged in performing sectional operations in the making of garments; (25)

(75) **"set leader" or "team leader"** means an employee in a set or team who is generally responsible for the work executed by the employees comprising such set or team; (26)

(76) **"shift worker"** means an employee who is engaged on shift work in an activity in an establishment in which two or three consecutive shifts per day are worked on not more than six days per week; (69)

(58) **"oortyd"** die gedeelte van enige tydperk wat 'n werknemer in 'n week of op 'n dag werk wat langer is as sy weeklikse of daaglikse gewone werkure, na gelang van die geval, maar omvat dit nie enige tydperk waartydens 'n werknemer op 'n Sondag of op 'n betaalde vakansiedag vir sy werkgewer werk nie; (63)

(59) **"parser"** 'n werknemer wat voltooide kledingstukke met die hand of 'n masjien stryk of pars, uitgesonderd kledingstukke oopstoompars of vormset op outomatiese deurlopende stoombande; (69)

(60) **"passer"** 'n werknemer in die snykamer wat die buitekant van kledingstukke met die uitgesnyde voerings aaneenpas; (24)

(61) **"patroonplantkopieerder"** 'n werknemer wat genommerde patrone op 'n snystapel plaas sodat die plasing met 'n genommerde foto, diagram of plant ooreenstem; (40)

(62) **"plaaslike owerheid"** 'n munisipale raad, stadsraad, dorpsbestuursraad, afdelingsraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Wet op Provinsiale Bestuur, 1961, of in enige ander Parlementêre wetgewing; (45)

(63) **"reisende verteenwoordiger"** 'n werknemer wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting bestellings namens sodanige bedryfsinrigting vra, werf of opneem; (83)

(64) "reisende verteenwoordiger se assistent" 'n werknemer wat 'n reisende verteenwoordiger vergesel en hom met die inpak, uitpak of vertoon van sy monsters help en wat die motorvoertuig wat die reisende verteenwoordiger in die uitvoering van sy pligte gebruik, kan dryf; (84)

(65) **"sekuriteitswag"** 'n werknemer wat enigeen of meer van die volgende pligte verrig:

(a) Die gang van persone of voertuie deur kontrolepunte of hekke kontroleer, aanteken of daaroor verslag doen;

(b) goedere of voertuie deursoek;

(c) persone deursoek en, indien nodig, terughou;

(d) oor wagte toesig hou of hulle beheer;

en van wie vereis kan word om enige van of al die pligte van 'n wag uit te voer; (72)

(66) **"skeringbreier"** 'n werknemer wat een of 'n stel skeringbreimasjiene bedien en wat foute kan regstel, naalde kan vervang en/of reguit maak, stawe kan vul en klein verstellings aan sodanige masjiene kan maak; (90)

(67) **"skeringbreier se assistent"** 'n werknemer wat onder toesig van 'n skeringbreier kledingstof dophou vir gebreke, garingdraad in masjiene voer, kledingstof van masjiene afhaal, en wat 'n masjien kan aansit en afsit; (91)

(68) **"skeringopsteller"** 'n werknemer wat skerings van keëltolle of tolle vir 'n skeringbreimasjien of soortgelyke masjien voorberei en die boom voorberei; (89)

(69) **"skofwerker"** 'n werknemer wat skofwerk verrig in 'n werksaamheid in 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag op hoogstens ses dae in 'n week gewerk word; (76)

(70) **"sleepwa"** 'n voertuig wat nie selfaangedrewe is nie maar ontwerp of aangepas is om deur 'n motorvoertuig getrek te word, en omvat dit 'n drastel; (82)

(71) **"snyer of fatsoeneerder"** 'n werknemer wat in 'n breibedryfsinrigting deur middel van 'n kraggedrewe snymasjien, mes of skêr, kledingstuklengtes, voorpante, agterpante of moue van volgefatsoeneerde kledingstukke of tooisels sny, wat hegstukke, punte van halse of mousgat of tooisels merk of sny en wat 'n patroonplaat vir hierdie doel kan gebruik; (9)

(77) **"short-time"** means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials or packing materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (37)

(78) **"sorter or grader"** means an employee who is engaged in sorting or grading stockings or socks into pairs according to length and size or in sorting trimmings, fabrics or parts of garments; (72)

(79) **"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 a warehouse to the consuming departments in an establishment or for despatch; (44)

(80) **"supervisor"** means an employee who, under the supervision of a foreman or forewoman, is in charge of a group of employees in an establishment and who is responsible for the efficient performance by them of their duties and who may supervise set leaders or team leaders; (77)

(81) **"tractor"** means a motor vehicle designed or adapted to draw other vehicles and not to carry any load; (79)

(82) **"trailer"** means a vehicle which is not self-propelled but designed or adapted to be drawn by a motor vehicle and includes a dolly; (70)

(83) **"travelling representative"** means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (63)

(84) **"travelling representative's assistant"** means an employee who accompanies a travelling representative and assists him in packing, unpacking or displaying his samples and who may drive the motor vehicle used by the travelling representative in the performance of his duties; (64)

(85) **"trimmer"** means an employee who is engaged in marking in or cutting linings or interlinings; (84)

(86) **"truck-tractor"** means a motor vehicle designed or adapted to draw other vehicles and not to carry any load other than that imposed by a trailer, semi-trailer or ballast; (87)

(87) **"ultra heavy motor vehicle"** means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 25 000 kg; (81)

(88) **"wage"** means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount, but this proviso shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received if he had not been employed on such a basis; and "hourly wage", "daily wage" and "monthly wage" have corresponding meanings; (41)

(89) **"warper"** means an employee who prepares warps from cones or bobbins for a warp knitting or similar machine and prepares the beam; (68)

(90) **"warp knitter"** means an employee operating one or a set of warp knitting machines and who may correct faults, change and/or straighten needles, fill bars or make minor adjustments to such machines; (66)

(72) **"sorteerder of gradeerder"** 'n werknemer wat kouse of sokkies in pare sorteer of gradeer volgens lengte en grootte of wat tooisels, kledingstowwe of dele van kledingstukke sorteer; (78)

(73) **"stukwerk"** 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (66)

(74) **"swaar motorvoertuig (gelede)"** 'n motorvoertuig (gelede) waarvan die bruto kombinasiemassa meer as 9 000 kg maar hoogstens 16 000 kg is; (33)

(75) **"swaar motorvoertuig (nie-gelede)"** 'n motorvoertuig (nie-gelede) waarvan die bruto voertuigmassa meer as 9 000 kg maar hoogstens 16 000 kg is; (34)

(76) **"terugwikkelaar"** 'n werknemer wat garing uit 'n breistuk herwin deur die garing weer op 'n tol, kam, spoelmagasyn of flenstol te draai; (2)

(77) **"toesighouer"** 'n werknemer wat onder toesig van 'n voorman of voorvrou in bevel is van 'n groep werknemers in 'n bedryfsinrigting en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer en wat oor groepleiers of spanleiers toesig kan hou; (80)

(78) **"trekdraadwerker of skeier"** 'n werknemer wat gebreide artikels van mekaar skei deur die skeidraad uit te trek; (14)

(79) **"trekker"** 'n motorvoertuig wat ontwerp of aangepas is om ander voertuie te trek en nie om enige vrag te dra nie; (81)

(80) **"uitsnyer"** 'n werknemer in 'n bedryfsinrigting, uitgesonderd 'n breibedryfsinrigting, wat kledingstukke of dele van kledingstukke met die hand of 'n masjien uitsny uit een of meer lae kledingstof wat reeds afgemerk is; (5)

(81) **ultraswaar motorvoertuig"** 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasiemassa meer as 25 000 kg is;

(82) **"uurloon"** 'n werknemer se weekloon gedeel deur sy weeklikse gewone werkure, en in die geval van 'n los werknemer die uurlikse besoldiging wat ingevolge klousule 3 (1) (d) aan hom betaalbaar is; (35)

(83) **"versendingsverpakker"** 'n werknemer wat onder die toesig van 'n magasynman, voorman, voorvrou of klerk bestellings opmaak of goedere vir versending of aflewering verpak; (12)

(84) **"voeringwerker"** 'n werknemer wat voerings of tussenvoerings afmerk of sny; (85)

(85) **"volgefatsoeneerde kledingstuk"** 'n kledingstuk waarvan die vorm of lyf, lyf en mou, of moue, agterpant en voorpant, ten volle op 'n breimasjien gefatsoeneer word; (26)

(86) **"voorman of voorvrou"** 'n werknemer wat aan die hoof staan van die werknemers (uitgesonder ambagsmanne, klerke, magasynmanne en kleurders) in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat aan die bestuurder verantwoordelik is daarvoor dat hulle hul pligte doeltreffend uitvoer; (25)

(87) **"voorspanmotor"** 'n motorvoertuig wat ontwerp of aangepas is om ander voertuie te trek en nie om enige ander vrag as dié wat in die vorm van 'n sleepwa, leunwa of ballas daarop rus, te dra nie; (86)

(88) **"voorvormer of navormer of vormer"** 'n werknemer wat kouse, sokkies of kledingstukke oor vorms plaas of van vorms verwyder; (68)

(89) **"wag"** 'n werknemer, uitgesonderd 'n sekuriteitswag, wat enigeen of meer van die volgende pligte verrig:

(a) Persele, geboue, strukture of vaste of roerende eiendom bewaak, beskerm of patrolleer;

(91) **"warp knitter's assistant"** means an employee who under the supervision of a warp knitter, watches fabric for flaws, feeds machines with yarn, removes fabric from machines, and who may start and stop a machine; (67)

(92) **"watchman"** means an employee, other than a security guard, who is engaged in any one or more of the following duties:

(a) Guarding, protecting or patrolling premises, buildings, structures or fixed or movable property;

(b) handling or controlling dogs in the performance of one or more of the duties referred to in (a); (89)

(93) **"wax ring maker"** means an employee who is engaged in the making of wax rings for use on winding or re-winding machines; (90)

(94) **"week"** means, in relation to any employee, the period of seven days within which the working week of that employee ordinarily falls. (91)

(95) **"winder"** means an employee who is engaged in operating a yarn-winding machine. (95)

### 3. REMUNERATION

(1) ***Minimum wages:*** (a) The minimum wages which an employer shall pay to his employees shall be as specified in paragraphs (b), (c) and (d) hereunder: Provided that if a new employer, as defined in clause 1 (3), has been engaged in the Industry for more than 12 months but not more than 24 months in the aggregate such wages may be reduced by not more than 10 per cent during such period, whereafter the minimum wages specified in paragraphs (b), (c) and (d) shall become payable and be paid.

(b) *Employees other than set leaders or team leaders and casual employees*

(b) honde hanteer of beheer in die uitvoering van een of meer van die pligte in (a) bedoel; (92)

(90) **"wasringmaker"** 'n werknemer wat wasringe maak vir gebruik op wikkel- of herwikkelmasjiene; (93)

(91) **"week"**, met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van daardie werknemer gewoonlik val; (94)

(92) **"werktuigkundige"** 'n werknemer, uitgesonderd 'n ambagsman, wat breimasjiene en ander masjiene wat gebruik word in verband met ene en ander masjiene wat gebruik word in verband met die brei van kledingstukke of dele van kledingstukke, onderhou, herstel, herbou of hermonteer en wat ook bedrewe is in die ontwerp en maak van patrone; (48)

(93) **"werktuigkundige se assistent"** 'n werknemer wat onder toesig van 'n werktuigkundige kleinere herstelwerk doen aan masjiene wat gebruik word in verband met die brei van kledingstof, kledingstukke of dele van kledingstukke, en sodanige masjiene uitmekaarhaal en monteer, wat die patrone omruil en die masjiene terugstel, met inbegrip van die omruil van patroontrommels en patroonwiele, en van wie vereis kan word om die pligte van 'n breimasjienoperateur uit te voer; (49)

(94) **"wet"** ook die gemene reg; (39)

(95) **"wikkelaar"** 'n werknemer wat 'n garingwikkelmasjien bedien. (95)

### 3. BESOLDIGING

(1) ***Minimum lone:*** (a) Die minimum lone wat 'n werkgewer aan sy werknemers moet betaal, is soos gespesifiseer in paragrawe (b), (c) en (d) hieronder: Met dien verstande dat indien 'n nuwe werkgewer, soos in klousule 1 (3) omskryf, langer as 12 maande maar nie langer nie as altesaam 24 maande by die Nywerheid betrokke is, sodanige lone met hoogstens 10 persent gedurende sodanige tydperk verminder mag word, waarna die minimum lone gespesifiseer in paragrawe (b), (c) en (d), betaalbaar word en betaal moet word.

(b) *Werknemers, uitgesonderd groepleiers of spanleiers en los werknemers*

| | In the municipal areas of Paarl and Stellenbosch | | | In the Magisterial Districts of Camperdown, Klip River, Lower Umfolozi, Newcastle, Port Shepstone, Rustenburg, Uitenhage and Umzinto and the municipal areas of Grahamstown and Jeffreys Bay | | | In all other areas | | |
|---|---|---|---|---|---|---|---|---|---|
| | During the first six months after this determination became operative | During the second six months after this determination became operative | Thereafter | During the first six months after this determination became operative | During the second six months after this determination became operative | Thereafter | During the first six months ter this determination became operative | During the second six months after this determination became operative | Thereafter |
| | R p w | R p w | R p w | R p w | R p w | R p w | R p w | R p w | R p w |
| Artisan | 166,40 | 166,40 | 183,00 | 133,50 | 133,50 | 146,90 | 123,40 | 123,40 | 135,70 |
| Back-winder— | | | | | | | | | |
| during the first six months of experience | 91,70 | 91,70 | 100,90 | 55,00 | 55,00 | 60,50 | 48,70 | 48,70 | 53,60 |
| during the second six months of experience | 96,00 | 96,00 | 105,60 | 59,70 | 59,70 | 65,70 | 53,00 | 53,00 | 58,30 |
| during the third six months of experience | 100,00 | 100,00 | 110,00 | 64,70 | 64,70 | 71,20 | 57,00 | 57,00 | 62,70 |
| thereafter | 104,40 | 104,40 | 114,80 | 69,40 | 69,40 | 76,30 | 61,40 | 61,40 | 67,50 |
| Boiler attendant | 100,70 | 100,70 | 110,80 | 60,00 | 60,00 | 66,00 | 53,30 | 53,30 | 58,60 |
| Chopper out— | | | | | | | | | |
| during the first six months of experience | 92,00 | 92,00 | 101,20 | 55,40 | 55,40 | 60,90 | 49,00 | 49,00 | 53,90 |
| during the second six months of experience | 97,00 | 98,40 | 108,20 | 61,00 | 67,10 | 73,80 | 54,00 | 55,40 | 60,90 |
| during the third six months of experience | 101,70 | 105,10 | 115,60 | 66,70 | 73,40 | 80,70 | 58,70 | 62,10 | 68,30 |
| during the fourth six months of experience | 106,40 | 111,50 | 122,70 | 72,00 | 78,00 | 85,80 | 63,40 | 68,50 | 75,40 |
| thereafter | 111,50 | 111,50 | 122,70 | 78,00 | 78,00 | 85,80 | 68,50 | 68,50 | 75,40 |
| Clerk— | | | | | | | | | |
| during the first year of experience | 115,40 | 115,40 | 126,90 | 81,10 | 81,10 | 89,20 | 72,40 | 72,40 | 79,60 |
| during the second year of experience | 124,40 | 124,40 | 136,80 | 90,30 | 90,30 | 99,30 | 81,40 | 81,40 | 89,50 |
| during the third year of experience | 133,40 | 133,40 | 146,70 | 99,50 | 99,50 | 109,50 | 90,40 | 90,40 | 99,40 |
| thereafter | 142,40 | 142,40 | 156,60 | 108,80 | 108,80 | 119,70 | 99,40 | 99,40 | 109,30 |
| Colouring mass-measurer | As for a chopper-out | | | | | | | | |
| Cutter or shaper— | | | | | | | | | |
| during the first six months of experience | 104,50 | 104,50 | 115,00 | 69,50 | 69,50 | 76,50 | 61,50 | 61,50 | 67,70 |
| during the second six months of experience | 110,10 | 110,10 | 121,10 | 75,80 | 75,80 | 83,40 | 67,10 | 67,10 | 73,80 |
| during the third six months of experience | 115,40 | 115,40 | 126,90 | 81,80 | 81,80 | 90,00 | 72,20 | 72,20 | 79,40 |
| during the fourth six months of experience | 120,70 | 120,70 | 132,80 | 88,00 | 88,00 | 96,80 | 77,70 | 77,70 | 85,50 |
| during the fifth six months of experience | 126,20 | 126,20 | 138,80 | 94,20 | 94,20 | 103,60 | 83,00 | 83,00 | 91,30 |
| thereafter | 131,50 | 131,50 | 144,70 | 100,50 | 100,50 | 110,60 | 88,50 | 88,50 | 97,40 |
| Despatch packer | 96,40 | 96,40 | 106,00 | 60,00 | 60,00 | 66,00 | 53,30 | 53,30 | 58,60 |
| Draw-threader or separator | As for a back-winder | | | | | | | | |

| | In the municipal areas of Paarl and Stellenbosch | | | In the Magisterial Districts of Camperdown, Klip River, Lower Umfolozi, Newcastle, Port Shepstone, Rustenburg, Uitenhage and Umzinto and the municipal areas of Grahamstown and Jeffreys Bay | | | In all other areas | | |
|---|---|---|---|---|---|---|---|---|---|
| | During the first six months after this determination became operative | During the second six months after this determination became operative | Thereafter | During the first six months after this determination became operative | During the second six months after this determination became operative | Thereafter | During the first six months ter this determination became operative | During the second six months after this determination became operative | Thereafter |
| | R p w | R p w | R p w | R p w | R p w | R p w | R p w | R p w | R p w |
| Driver of— | | | | | | | | | |
| a light motor vehicle | 111,90 | 111,90 | 123,10 | 77,90 | 77,90 | 85,70 | 53,30 | 53,30 | 58,60 |
| a medium motor vehicle (articulated) | 121,30 | 121,30 | 133,40 | 86,80 | 86,80 | 95,50 | 76,90 | 76,90 | 84,60 |
| a medium motor vehicle (rigid) | 117,50 | 117,50 | 129,30 | 84,10 | 84,10 | 92,50 | 74,50 | 74,50 | 82,00 |
| a heavy motor vehicle (articulated) | 128,30 | 128,30 | 141,10 | 94,70 | 94,70 | 104,20 | 83,90 | 83,90 | 92,30 |
| a heavy motor vehicle (rigid) | 124,10 | 124,10 | 136,50 | 91,70 | 91,70 | 100,90 | 81,20 | 81,20 | 89,30 |
| an extra heavy motor vehicle (articulated) | 133,20 | 133,20 | 146,50 | 111,60 | 111,60 | 122,80 | 88,70 | 88,70 | 97,60 |
| an extra heavy motor vehicle (rigid) | 128,80 | 128,80 | 141,70 | 107,90 | 107,90 | 118,60 | 85,80 | 85,80 | 94,40 |
| an ultra heavy motor vehicle | 137,80 | 137,80 | 151,60 | 115,60 | 115,60 | 127,20 | 91,80 | 91,80 | 101,00 |
| Dyer— | | | | | | | | | |
| during the first year of experience | 123,70 | 123,70 | 136,10 | 88,00 | 88,00 | 96,80 | 80,90 | 80,90 | 89,00 |
| during the second year of experience | 134,10 | 134,10 | 147,50 | 99,30 | 99,30 | 104,30 | 91,10 | 91,10 | 100,20 |
| during the third year of experience | 144,70 | 144,70 | 159,20 | 110,60 | 110,60 | 116,10 | 101,70 | 101,70 | 111,90 |
| during the fourth year of experience | 155,10 | 155,10 | 170,60 | 121,90 | 121,90 | 134,10 | 112,10 | 112,10 | 123,30 |
| thereafter | 165,70 | 165,70 | 182,30 | 133,20 | 133,20 | 146,50 | 122,70 | 122,70 | 135,00 |
| Dyer's assistant | As for a chopper-out | | | | | | | | |
| Factory clerk— | | | | | | | | | |
| during the first six months of experience | 97,70 | 97,70 | 107,50 | 62,00 | 62,00 | 68,20 | 54,70 | 54,70 | 60,20 |
| during the second six months of experience | 103,00 | 103,00 | 113,30 | 67,40 | 67,40 | 74,10 | 60,00 | 60,00 | 66,00 |
| thereafter | 108,00 | 108,00 | 118,80 | 72,40 | 72,40 | 79,60 | 65,00 | 65,00 | 71,50 |
| Finisher | As for a chopper-out | | | | | | | | |
| Fitter-up | As for a chopper-out | | | | | | | | |
| Foreman/Forewoman | 166,40 | 166,40 | 183,00 | 133,50 | 133,50 | 146,90 | 123,40 | 123,40 | 135,70 |
| General worker— | | | | | | | | | |
| during the first six months of experience | 86,40 | 86,40 | 95,00 | 51,30* | 51,30 | 56,40 | 45,90 | 45,90 | 50,50 |
| thereafter | 96,00 | 96,00 | 105,60 | 57,50 | 57,50 | 63,30 | 51,00 | 51,00 | 56,10 |
| Hand cutter | As for a chopper-out | | | | | | | | |
| Handyman | 131,80 | 131,80 | 145,00 | 100,20 | 100,20 | 110,20 | 88,80 | 88,80 | 97,70 |
| Head warper | As for a dyer | | | | | | | | |
| Knitting machine operator | As for a cutter or a shaper | | | | | | | | |

| | In the municipal areas of Paarl and Stellenbosch | | | In the Magisterial Districts of Camperdown, Klip River, Lower Umfolozi, Newcastle, Port Shepstone, Rustenburg, Uitenhage and Umzinto and the municipal areas of Grahamstown and Jeffreys Bay | | | In all other areas | | |
|---|---|---|---|---|---|---|---|---|---|
| | During the first six months after this determination became operative | During the second six months after this determination became operative | Thereafter | During the first six months after this determination became operative | During the second six months after this determination became operative | Thereafter | During the first six months ter this determination became operative | During the second six months after this determination became operative | Thereafter |
| | R p w | R p w | R p w | R p w | R p w | R p w | R p w | R p w | R p w |
| Labourer— | | | | | | | | | |
| during the first six months of experience | 86,40 | 86,40 | 95,00 | 51,30* | 51,30 | 56,40 | 45,90 | 45,90 | 50,50 |
| thereafter | 96,00 | 96,00 | 105,60 | 57,50 | 57,50 | 63,30 | 51,00 | 51,00 | 56,10 |
| Lay copier | As for a chopper-out | | | | | | | | |
| Linker | As for a chopper-out | | | | | | | | |
| Loader of magazine or comb | As for a back-winder | | | | | | | | |
| Machinist | As for a chopper-out | | | | | | | | |
| Marker-in | As for a cutter or shaper | | | | | | | | |
| Mechanic | As for a dyer | | | | | | | | |
| Mechanic's assistant— | | | | | | | | | |
| during the first six months of experience | 104,80 | 104,80 | 115,30 | 69,80 | 69,80 | 76,80 | 61,80 | 61,80 | 68,00 |
| during the second six months of experience | 110,10 | 110,10 | 121,10 | 75,80 | 75,80 | 83,40 | 67,10 | 67,10 | 73,80 |
| during the third six months of experience | 115,60 | 115,60 | 127,20 | 82,00 | 82,00 | 90,20 | 72,60 | 72,60 | 79,90 |
| during the fourth six months of experience | 120,90 | 120,90 | 133,00 | 88,00 | 88,00 | 96,80 | 77,90 | 77,90 | 85,70 |
| during the fifth six months of experience | 126,50 | 126,50 | 139,20 | 94,20 | 94,20 | 103,60 | 83,50 | 83,50 | 91,90 |
| thereafter | 131,80 | 131,80 | 145,00 | 100,20 | 100,20 | 110,20 | 88,80 | 88,80 | 97,70 |
| Mender | As for a chopper-out | | | | | | | | |
| Messenger | 99,70 | 99,70 | 109,70 | 64,00 | 64,00 | 70,40 | 56,70 | 56,70 | 62,40 |
| Mobile hoist operator | 99,70 | 99,70 | 109,70 | 64,00 | 64,00 | 70,40 | 56,70 | 56,70 | 62,40 |
| Operator | As for a back-winder | | | | | | | | |
| Overlocker | As for a chopper-out | | | | | | | | |
| Passer or examiner | 120,20 | 120,20 | 132,20 | 87,10 | 87,10 | 95,80 | 77,30 | 77,30 | 85,00 |
| Pre- or post boarder or former | As for a back-winder | | | | | | | | |
| Presser | As for a chopper-out | | | | | | | | |
| Seamer | As for a back-winder | | | | | | | | |
| Security guard | 111,00 | 111,00 | 122,10 | 76,70 | 76,70 | 84,40 | 68,00 | 68,00 | 74,80 |
| Sorter or grader | As for a back-winder | | | | | | | | |
| Foreman | 142,40 | 142,40 | 156,60 | 112,40 | 112,40 | 123,60 | 104,00 | 104,00 | 114,40 |
| Supervisor | 131,80 | 131,80 | 145,00 | 100,20 | 100,20 | 110,20 | 88,80 | 88,80 | 97,70 |

| | In the municipal areas of Paarl and Stellenbosch | | | In the Magisterial Districts of Camperdown, Klip River, Lower Umfolozi, Newcastle, Port Shepstone, Rustenburg, Uitenhage and Umzinto and the municipal areas of Grahamstown and Jeffreys Bay | | | In all other areas | | |
|---|---|---|---|---|---|---|---|---|---|
| | During the first six months after this determination became operative | During the second six months after this determination became operative | Thereafter | During the first six months after this determination became operative | During the second six months after this determination became operative | Thereafter | During the first six months ter this determination became operative | During the second six months after this determination became operative | Thereafter |
| | R p w | R p w | R p w | R p w | R p w | R p w | R p w | R p w | R p w |
| Travelling representative— | | | | | | | | | |
| during the first year of experience | 142,40 | 142,40 | 156,60 | 109,00 | 109,00 | 119,90 | 99,40 | 99,40 | 109,30 |
| during the second year of experience | 148,10 | 148,10 | 162,90 | 115,00 | 115,00 | 126,50 | 105,20 | 105,20 | 115,70 |
| during the third year of experience | 153,90 | 153,90 | 169,30 | 121,00 | 121,00 | 133,10 | 110,90 | 110,90 | 122,00 |
| during the fourth year of experience | 159,50 | 159,50 | 175,50 | 127,20 | 127,20 | 139,90 | 116,50 | 116,50 | 128,20 |
| thereafter | 165,20 | 165,20 | 181,70 | 133,20 | 133,20 | 146,50 | 122,30 | 122,30 | 134,50 |
| Travelling representative's assistant | 103,00 | 103,00 | 113,30 | 67,70 | 67,70 | 74,50 | 60,00 | 60,00 | 66,00 |
| Trimmer | As for a chopper-out | | | | | | | | |
| Warper | As for a back-winder | | | | | | | | |
| Warp knitter | As for a cutter or shaper | | | | | | | | |
| Warp knitter's assistant | As for a chopper-out | | | | | | | | |
| Watchman | 97,00 | 97,00 | 106,70 | 61,00 | 61,00 | 67,10 | 54,00 | 54,00 | 59,40 |
| Wax ring maker | As for a back-winder | | | | | | | | |
| Winder | As for a back-winder | | | | | | | | |
| Employee not elsewhere in this subclause specifically mentioned | 103,00 | 103,00 | 113,30 | 67,70 | 67,70 | 74,50 | 60,00 | 60,00 | 66,00 |

* Provided that the wage of an employee employed in the municipal area of Jeffreys Bay shall not be less than the wage to which he was entitled in terms of Determination 441, Clothing and Knitting Industry, Republic of South Africa, on the date immediately preceding the date on which this determination became operative.

| | In die munisipale gebied van Paarl en Stellenbosch | | | In die landdrosdistrikte Camperdown, Kliprivier, Lower Umfolozi, Newcastle, Port Shepstone, Rustenburg, Uitenhage en Umzinto en die munisipale gebiede van Grahamstad en Jeffreysbaai | | | In alle ander gebiede | | |
|---|---|---|---|---|---|---|---|---|---|
| | Gedurende die eerste ses maande nadat hierdie vastelling inwerking getree het | Gedurende die tweede ses maande nadat hierdie vastelling in werking getree het | Daarna | Gedurende die eerste ses maande nadat hierdie vastelling inwerking getree het | Gedurende die tweede ses maande nadat hierdie vastelling in werking getree het | Daarna | Gedurende die eerste ses maande nadat hierdie vastelling inwerking getree het | Gedurende die tweede ses maande nadat hierdie vastelling in werking getree het | Daarna |
| | R p w | R p w | R p w | R p w | R p w | R p w | R p w | R p w | R p w |
| Afmerker | Soos vir 'n snyer of fatsoeneerder | | | | | | | | |
| Afwerker | Soos vir 'n uitsnyer | | | | | | | | |
| Algemene werker— | | | | | | | | | |
| gedurende die eerste ses maande ondervinding | 86,40 | 86,40 | 95,00 | 51,30* | 51,30 | 56,40 | 45,90 | 45,90 | 50,50 |
| daarna | 96,00 | 96,00 | 105,60 | 57,50 | 57,50 | 63,30 | 51,00 | 51,00 | 56,10 |
| Ambagsman | 166,40 | 166,40 | 183,00 | 133,50 | 133,50 | 146,90 | 123,40 | 123,40 | 135,70 |
| Arbeider— | | | | | | | | | |
| gedurende die eerste ses maande ondervinding | 86,40 | 86,40 | 95,00 | 51,30* | 51,30 | 56,40 | 45,90 | 45,90 | 50,50 |
| daarna | 96,00 | 96,00 | 105,60 | 57,50 | 57,50 | 63,30 | 51,00 | 51,00 | 56,10 |
| Bediener | Soos vir 'n terugwikkelaar | | | | | | | | |
| Bediener van 'n mobiele hystoestel | 99,70 | 99,70 | 109,70 | 64,00 | 64,00 | 70,40 | 56,70 | 56,70 | 62,40 |
| Bode | 99,70 | 99,70 | 109,70 | 64,00 | 64,00 | 70,40 | 56,70 | 56,70 | 62,40 |
| Breimasjienbediener | Soos vir 'n snyer of fatsoeneerder | | | | | | | | |
| Drywer van 'n— | | | | | | | | | |
| ligte motorvoertuig | 111,90 | 111,90 | 123,10 | 77,90 | 77,90 | 85,70 | 53,30 | 53,30 | 58,60 |
| medium motorvoertuig (gelede) | 121,30 | 121,30 | 133,40 | 86,80 | 86,80 | 95,50 | 76,90 | 76,90 | 84,60 |
| medium motorvoertuig (nie-gelede) | 117,50 | 117,50 | 129,30 | 84,10 | 84,10 | 92,50 | 74,50 | 74,50 | 82,00 |
| swaar motorvoertuig (gelede) | 128,30 | 128,30 | 141,10 | 94,70 | 94,70 | 104,20 | 83,90 | 83,90 | 92,30 |
| swaar motorvoertuig (nie-gelede) | 124,10 | 124,10 | 136,50 | 91,70 | 91,70 | 100,90 | 81,20 | 81,20 | 89,30 |
| ekstra swaar motorvoertuig (gelede) | 133,20 | 133,20 | 146,50 | 111,60 | 111,60 | 122,80 | 88,70 | 88,70 | 97,60 |
| ekstra swaar motorvoertuig (nie-gelede) | 128,80 | 128,80 | 141,70 | 107,90 | 107,90 | 118,60 | 85,80 | 85,80 | 94,40 |
| ultraswaar motorvoertuig | 137,80 | 137,80 | 151,60 | 115,60 | 115,60 | 127,20 | 91,80 | 91,80 | 101,00 |
| Fabrieksklerk— | | | | | | | | | |
| gedurende die eerste ses maande ondervinding | 97,70 | 97,70 | 107,50 | 62,00 | 62,00 | 68,20 | 54,70 | 54,70 | 60,20 |
| gedurende die twede ses maande ondervinding | 103,00 | 103,00 | 113,30 | 67,40 | 67,40 | 74,10 | 60,00 | 60,00 | 66,00 |
| daarna | 108,00 | 108,00 | 118,80 | 72,40 | 72,40 | 79,60 | 65,00 | 65,00 | 71,50 |
| Faktotum | 131,80 | 131,80 | 145,00 | 100,20 | 100,20 | 110,20 | 88,80 | 88,80 | 97,70 |
| Handsnyer | Soos vir 'n uitsnyer | | | | | | | | |
| Hersteller | Soos vir 'n uitsnyer | | | | | | | | |
| Hoofskeringsopsteller | Soos vir 'n kleurder | | | | | | | | |
| Ketelbediener | 100,70 | 100,70 | 110,80 | 60,00 | 60,00 | 66,00 | 53,30 | 53,30 | 58,60 |
| Ketelmasjienbediener | Soos vir 'n uitsnyer | | | | | | | | |

| | In die munisipale gebied van Paarl en Stellenbosch | | | In die landdrosdistrikte Camperdown, Klipvivier, Lower Umfolozi, Newcastle, Port Shepstone, Rustenburg, Uitenhage en Umzinto en die munisipale gebiede van Grahamstad en Jeffreysbaai | | | In alle ander gebiede | | |
|---|---|---|---|---|---|---|---|---|---|
| | Gedurende die eerste ses maande nadat hierdie vasstelling inwerking getree het | Gedurende die tweede ses maande nadat hierdie vasstelling in werking getree het | Daarna | Gedurende die eerste ses maande nadat hierdie vasstelling inwerking getree het | Gedurende die tweede ses maande nadat hierdie vasstelling in werking getree het | Daarna | Gedurende die eerste ses maande nadat hierdie vasstelling inwerking getree het | Gedurende die tweede ses maande nadat hierdie vasstelling in werking getree het | Daarna |
| | R p w | R p w | R p w | R p w | R p w | R p w | R p w | R p w | R p w |
| Klerk— | | | | | | | | | |
| gedurende die eerste jaar ondervinding | 115,40 | 115,40 | 126,90 | 81,10 | 81,10 | 89,20 | 72,40 | 72,40 | 79,60 |
| gedurende die tweede jaar ondervinding | 124,40 | 124,40 | 136,80 | 90,30 | 90,30 | 99,30 | 81,40 | 81,40 | 89,50 |
| gedurende die derde jaar ondervinding | 133,40 | 133,40 | 146,70 | 99,50 | 99,50 | 109,50 | 90,40 | 90,40 | 99,40 |
| daarna | 142,40 | 142,40 | 156,60 | 108,80 | 108,80 | 119,70 | 99,40 | 99,40 | 109,30 |
| Kleurder— | | | | | | | | | |
| gedurende die eerste jaar ondervinding | 123,70 | 123,70 | 136,10 | 88,00 | 88,00 | 96,80 | 80,90 | 80,90 | 89,00 |
| gedurende die tweede jaar ondervinding | 134,10 | 134,10 | 147,50 | 99,30 | 99,30 | 104,30 | 91,10 | 91,10 | 100,20 |
| gedurende die derde jaar ondervinding | 144,70 | 144,70 | 159,20 | 110,60 | 110,60 | 116,10 | 101,70 | 101,70 | 111,90 |
| gedurende die vierde jaar ondervinding | 155,10 | 155,10 | 170,60 | 121,90 | 121,90 | 134,10 | 112,10 | 112,10 | 123,30 |
| daarna | 165,70 | 165,70 | 182,30 | 133,20 | 133,20 | 146,50 | 122,70 | 122,70 | 135,00 |
| Kleurder se assistent | Soos vir 'n uitsnyer | | | | | | | | |
| Kleurselmassabepaler | Soos vir 'n uitsnyer | | | | | | | | |
| Magasynman | 142,40 | 142,40 | 156,60 | 112,40 | 112,40 | 123,60 | 104,00 | 104,00 | 114,40 |
| Magasyn- of kamlaaier | Soos vir 'n terugwikkelaar | | | | | | | | |
| Masjienwerker | Soos vir 'n uitsnyer | | | | | | | | |
| Naatwerker | Soos vir 'n terugwikkelaar | | | | | | | | |
| Nasiener of ondersoeker | 120,20 | 120,20 | 132,20 | 87,10 | 87,10 | 95,80 | 77,30 | 77,30 | 85,00 |
| Omsluitbenater | Soos vir 'n uitsnyer | | | | | | | | |
| Parser | Soos vir 'n uitsnyer | | | | | | | | |
| Passer | Soos vir 'n uitsnyer | | | | | | | | |
| Patroonplankopieerder | Soos vir 'n uitsnyer | | | | | | | | |
| Reisende verteenwoordiger— | | | | | | | | | |
| gedurende die eerste jaar ondervinding | 142,40 | 142,40 | 156,60 | 109,00 | 109,00 | 119,90 | 99,40 | 99,40 | 109,30 |
| geudrende die tweede jaar ondervinding | 148,10 | 148,10 | 162,90 | 115,00 | 115,00 | 126,50 | 105,20 | 105,20 | 115,70 |
| gedurende die derde jaar ondervinding | 153,90 | 153,90 | 169,30 | 121,00 | 121,00 | 133,10 | 110,90 | 110,90 | 122,00 |
| gedurende die vierde jaar ondervinding | 159,50 | 159,50 | 175,50 | 127,20 | 127,20 | 139,90 | 116,50 | 116,50 | 128,20 |
| daarna | 165,20 | 165,20 | 181,70 | 133,20 | 133,20 | 146,50 | 122,30 | 122,30 | 134,50 |
| Reisende verteenwoordiger se assistent | 103,00 | 103,00 | 113,30 | 67,70 | 67,70 | 74,50 | 60,00 | 60,00 | 66,00 |
| Sekuriteitswag | 111,00 | 111,00 | 122,10 | 76,70 | 76,70 | 84,40 | 68,00 | 68,00 | 74,80 |
| Skeringbreier | Soos vir 'n snyer of fatsoeneerder | | | | | | | | |
| Skeringbreier se assistent | Soos vir 'n uitsnyer | | | | | | | | |
| Skeringopsteller | Soos vir 'n terugwikkelaar | | | | | | | | |
| Snyer of fatsoeneerder— | | | | | | | | | |
| gedurende die eerste ses maande ondervinding | 104,50 | 104,50 | 115,00 | 69,50 | 69,50 | 76,50 | 61,50 | 61,50 | 67,70 |
| gedurende die tweede ses maande ondervinding | 110,10 | 110,10 | 121,10 | 75,80 | 75,80 | 83,40 | 67,10 | 67,10 | 73,80 |
| gedurende die derde ses maande ondervinding | 115,40 | 115,40 | 126,90 | 81,80 | 81,80 | 99,00 | 72,20 | 72,20 | 79,40 |
| gedurende die vierde ses maande ondervinding | 120,70 | 120,70 | 132,80 | 88,00 | 88,00 | 96,80 | 77,70 | 77,70 | 85,50 |
| gedurende die vyfde ses maande ondervinding | 126,20 | 126,20 | 138,80 | 94,20 | 94,20 | 103,60 | 83,00 | 83,00 | 91,30 |
| daarna | 131,50 | 131,50 | 144,70 | 100,50 | 100,50 | 110,60 | 88,50 | 88,50 | 97,40 |
| Sorteerder of gradeerder | Soos vir 'n terugwikkelaar | | | | | | | | |

| | In die munisipale gebied van Paarl en Stellenbosch | | | In die landdrosdistrikte Camperdown, Kliprivier, Lower Umfolozi, Newcastle, Port Shepstone, Rustenburg, Uitenhage en Umzinto en die munisipale gebiede van Grahamstad en Jeffreysbaai | | | In alle ander gebiede | | |
|---|---|---|---|---|---|---|---|---|---|
| | Gedurende die eerste ses maande nadat hierdie vasstelling inwerking getree het | Gedurende die tweede ses maande nadat hierdie vasstelling in werking getree het | Daarna | Gedurende die eerste ses maande nadat hierdie vasstelling inwerking getree het | Gedurende die tweede ses maande nadat hierdie vasstelling in werking getree het | Daarna | Gedurende die eerste ses maande nadat hierdie vasstelling inwerking getree het | Gedurende die tweede ses maande nadat hierdie vasstelling in werking getree het | Daarna |
| | R p w | R p w | R p w | R p w | R p w | R p w | R p w | R p w | R p w |
| Terugwikkelaar— | | | | | | | | | |
| gedurende die eerste ses maande ondervinding | 91,70 | 91,70 | 100,90 | 55,00 | 55,00 | 60,50 | 48,70 | 48,70 | 53,60 |
| gedurende die tweede ses maande ondervinding | 96,00 | 96,00 | 105,60 | 59,70 | 59,70 | 65,70 | 53,00 | 53,00 | 58,30 |
| gedurende die derde ses maande ondervinding | 100,00 | 100,00 | 110,00 | 64,70 | 64,70 | 71,20 | 57,00 | 57,00 | 62,70 |
| daarna | 104,40 | 104,40 | 114,80 | 69,40 | 69,40 | 76,30 | 61,40 | 61,40 | 67,50 |
| Toesighouer | 131,80 | 131,80 | 145,00 | 100,20 | 100,20 | 110,20 | 88,80 | 88,80 | 97,70 |
| Trekdraadwerker of skeier | Soos vir 'n terugwikkelaar | | | | | | | | |
| Uitsnyer— | | | | | | | | | |
| gedurende die eerste ses maande ondervinding | 92,00 | 92,00 | 101,20 | 55,40 | 55,40 | 60,90 | 49,00 | 49,00 | 53,90 |
| gedurende die tweede ses maande ondervinding | 97,00 | 98,40 | 108,20 | 61,00 | 67,10 | 73,80 | 54,00 | 55,40 | 60,90 |
| gedurende die derde ses maande ondervinding | 101,70 | 105,10 | 115,60 | 67,70 | 73,40 | 80,70 | 58,70 | 62,10 | 68,30 |
| gedurende die vierde ses maande ondervinding | 106,40 | 111,50 | 122,70 | 72,00 | 78,00 | 85,80 | 63,40 | 68,50 | 75,40 |
| daarna | 111,50 | 111,50 | 122,70 | 78,00 | 78,00 | 85,80 | 68,50 | 68,50 | 75,40 |
| Versendingsverpakker | 96,40 | 96,40 | 106,00 | 60,00 | 60,00 | 66,00 | 53,30 | 53,30 | 58,60 |
| Voeringwerker | Soos vir 'n uitsnyer | | | | | | | | |
| Voorman of voorvrou | 166,40 | 166,40 | 183,00 | 133,50 | 133,50 | 146,90 | 123,40 | 123,40 | 135,70 |
| Voorvormer of navormer of vormer | Soos vir 'n terugwikkelaar | | | | | | | | |
| Wag | 97,00 | 97,00 | 106,70 | 61,00 | 61,00 | 67,10 | 54,00 | 54,00 | 59,40 |
| Wasringmaker | Soos vir 'n terugwikkelaar | | | | | | | | |
| Werktuigkundige | Soos vir 'n kleurder | | | | | | | | |
| Werktuigkundige se assistent— | | | | | | | | | |
| gedurende die eerste ses maande ondervinding | 104,80 | 104,80 | 115,30 | 69,80 | 69,80 | 76,80 | 61,80 | 61,80 | 68,00 |
| gedurende die tweede ses maande ondervinding | 110,10 | 110,10 | 121,10 | 75,80 | 75,80 | 83,40 | 67,10 | 67,10 | 73,80 |
| gedurende die derde ses maande ondervinding | 115,60 | 115,60 | 127,20 | 82,00 | 82,00 | 90,20 | 72,60 | 72,60 | 79,90 |
| gedurende die vierde ses maande ondervinding | 120,90 | 120,90 | 133,00 | 88,00 | 88,00 | 96,80 | 77,90 | 77,90 | 85,70 |
| gedurende die vyfde ses maande ondervinding | 126,50 | 126,50 | 139,20 | 94,20 | 94,20 | 103,60 | 83,50 | 83,50 | 91,90 |
| daarna | 131,80 | 131,80 | 145,00 | 100,20 | 100,20 | 110,20 | 88,80 | 88,80 | 97,70 |
| Wikkelaar | Soos vir 'n terugwikkelaar | | | | | | | | |
| Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie | 103,00 | 103,00 | 113,30 | 67,70 | 67,70 | 74,50 | 60,00 | 60,00 | 66,00 |

* Met dien verstande dat die loon van 'n werknemer wat in die munisipale gebied van Jeffreysbaai werksaam is minstens die loon moet wees waarop hy ingevolge Vasstelling 441, Klerasie- en Breinywerheid, Republiek van Suid-Afrika, geregtig was op die datum onmiddellik voor die datum waarop hierdie vasstelling in werking getree het.

(c) *Set leaders or team leaders.*—An employee who is required to perform the duties of a set leader or team leader shall, while so employed, be paid an additional amount of not less than 10 per cent of the wage prescribed in paragraph (b) for a qualified employee of his class.

(d) *Casual employees.*—Subject to the proviso to paragraph (a), an employer shall pay a casual employee in respect of each hour or part of an hour (excluding overtime) worked by him on any day other than a paid holiday or a Sunday not less than the hourly wage prescribed in paragraph (b) read with clause 2 (35), for an ordinary employee who in the same area performs the same class of work as the casual employee is required to do, plus 15 per cent, or not less than the hourly wage or hourly equivalent of the wage actually being paid to the ordinary employee, whichever is the greater amount: Provided that—

(i) for the purposes of this paragraph the expression "the ordinary employee" means the employee who performs the particular class of work in the employer's full-time employ and who is being paid the lowest wage for that class of work;

(ii) where the employer requires the casual employee—

(aa) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "hourly wage" shall mean the hourly wage prescribed for a qualified employee of that class;

(ab) to work for a period of less than four hours on any day, he shall be deemed to have worked for four hours.

(2) *Basis of contract.*—For the purposes of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (6), he shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), as read with the definition of "wage" in clause 2 and with subclause (3), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him or less.

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

(a) a wage higher than that of his own class is prescribed in subclause (1), shall pay to such employee in respect of that day, not less than the daily wage calculated at the higher rate; or

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

Provided that—

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

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

(c) *Groepleiers of spanleiers.*—'n Werknemer van wie vereis word om die pligte van 'n groepleier of spanleier uit te voer, moet terwyl hy aldus in diens is, 'n addisionele bedrag van minstens 10 persent betaal word van die loon wat in paragraaf (b) vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf word.

(d) *Los werknemers.*—Behoudens die voorbehoudsbepaling van paragraaf (a), moet 'n werkgewer 'n los werknemer ten opsigte van elke uur of gedeelte van 'n uur (uitgesonderd oortyd) wat hy op enige dag behalwe 'n betaalde vakansiedag of 'n Sondag werk, minstens die uurloon betaal wat by paragraaf (b), gelees met klousule 2 (82), voorgeskryf word vir 'n gewone werknemer wat in dieselfde gebied dieselfde klas verrig as dié wat van die los werknemer vereis word, plus 15 persent, of hom minstens die uurloon of uurlikse ekwivalent van die loon betaal wat werklik aan die gewone werknemer betaal word, watter bedrag ook al die grootste is: Met dien verstande dat—

(i) by die toepassing van hierdie paragraaf die uitdrukking "die gewone werknemer" die werknemer beteken wat die betrokke klas werk in die werkgewer se voltydse diens verrig en aan wie die laagste loon vir daardie klas werk betaal word;

(ii) waar die werkgewer van die los werknemer vereis—

(aa) om die werk Ü (aa) om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "uurloon" die uurloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

(ab) om vir 'n tydperk van minder as vier uur op enige dag te werk, hy geag word vier uur lank te gewerk het.

(2) *Kontrakgrondslag.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens klousule 4 (6), moet hy ten opsigte van 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met die omskrywing van "loon" in klousule 2 en met subklousule (3), voorgeskryf word vir 'n werknemer van sy klas in die gebied waarin hy werk, afgesien daarvan of hy in daardie week die maksimum getal gewone werkure wat 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 een uur op enige dag òf benewens sy eie werk òf in die plek daarvan werk van 'n ander klas te verrig waarvoor—

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

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas, by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer minstens die dagloon betaal, bereken op die 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 ondervinding berus;

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

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

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

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

(b) an employee who is required to provide a motor vehicle 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) 47 cents if the engine capacity of the vehicle does not exceed 1 300 $cm^3$;

(ii) 53 cents if the engine capacity of the vehicle exceeds 1 300 $cm^3$ but not 1 800 $cm^3$;

(iii) 60 cents if the engine capacity of the vehicle exceeds 1 800 $cm^3$ but not 2 500 $cm^3$;

(iv) 73 cents if the engine capacity of the vehicle exceeds 2 500 $cm^3$.

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

(i) *a driver*—pay him a subsistence allowance of not less than R5 per night and R4,50 per meal-time, not exceeding three per day, where such absence extends over one or more nights: Provided that where the employer provides a bed the first allowance may be reduced by not more than R1 per night;

(ii) *an employee accompanying a driver*—pay him a subsistence allowance of not less than R2,50 per night and R4,50 per meal-time, not exceeding three per day, where such absence extends over one or more nights;

(iii) *an artisan, a qualified clerk, a dyer, a mechanic, a foreman, a forewoman, or a travelling representative*—

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

(ab) reimburse him all reasonable expenses incurred for accommodation as well as meals, tea, coffee or similar beverages, or pay him a subsistence allowance of not less than R45 per night, whichever is the greater amount, where such absence extends over one or more nights;

(iv) *any other employee*—

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

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

(b) For the purposes of this subclause the expression "night" means the period from 23:00 to 04:00.

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

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

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

(a) 'n werknemer 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 in verband met sodanige vervoer in die uitvoering van sy pligte aangegaan het, en by die toepassing van hierdie subklousule word die koste verbonde aan die oornagstalling van 'n motorvoertuig geag 'n vervoeruitgawe te wees;

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

(i) 47 sent indien die enjinkapasiteit van die voertuig hoogstens 1 300 $cm^3$ is;

(ii) 53 sent indien die enjinkapasiteit van die voertuig meer as 1 300 $cm^3$ maar hoogstens 1 800 $cm^3$ is;

(iii) 60 sent indien die enjinkapasiteit van die voertuig meer as 1 800 $cm^3$ maar hoogstens 2 500 $cm^3$ is;

(iv) 73 sent indien die enjinkapasiteit van die voertuig meer as 2 500 $cm^3$ is.

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

(i) *'n drywer*—hom 'n onderhoudstoelae betaal van minstens R5 per nag en R4,50 per maaltyd, hoogstens drie per dag, waar sodanige afwesigheid oor een of meer nagte strek: Met dien verstande dat waar die werkgewer 'n bed verskaf, die eerste toelae met hoogstens R1 per nag verminder kan word;

(ii) *'n werknemer wat 'n drywer vergesel*—hom 'n onderhoudstoelae betaal van minstens R2,50 per nag en R4,50 per maaltyd, hoogstens drie per dag, waar sodanige afwesigheid oor een of meer nagte strek;

(iii) *'n ambagsman, 'n gekwalifiseerde klerk, 'n kleurder, 'n werktuigkundige, 'n voorman, 'n voorvrou of 'n reisende verteenwoordiger*—

(aa) hom vergoed vir alle redelike uitgawes aangegaan vir etes, tee, koffie of soortgelyke dranke, waar sodanige afwesigheid langer as ses agtereenvolgende uur duur maar nie oor 'n nag strek nie; of

(ab) hom vergoed vir alle redelike uitgawes aangegaan vir verblyf sowel as etes, tee, koffie of soortgelyke dranke, of hom 'n onderhoudstoelae van minstens R45 per nag betaal, watter bedrag ook al die grootste is, waar sodanige afwesigheid oor een of meer nagte strek;

(iv) *enige ander werknemer*—

(aa) hom vergoed vir alle redelike uitgawes aangegaan vir etes, tee, koffie of soortgelyke dranke, waar sodanige afwesigheid langer as ses agtereenvolgende uur duur maar nie oor 'n nag strek nie; of

(ab) hom vergoed vir alle redelike uitgawes aangegaan vir verblyf sowel as etes, tee, koffie of soortgelyke dranke, of hom 'n onderhoudstoelae van minstens R30 per nag betaal, watter bedrag ook al die grootste is, waar sodanige afwesigheid oor een of meer nagte strek.

(b) By die toepassing van hierdie subklousule beteken die uitdrukking "nag" die tydperk van 23:00 tot 04:00.

(7) *Betaling van vervoer- en onderhoudsuitgawes en -toelaes.*—(a) 'n Werkgewer moet enige uitgawes en toelaes 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 so 'n eis binne een maand nadat hy daarop geregtig geword het, moet indien en dat hy nie meer as een eis in 'n week mag indien nie.

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

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

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

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

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

### 4. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees.*—Save as provided in clauses 3 (7) and 6 (5) and (6) any amount due to an employee, other than a casual employee, shall be paid weekly, fortnightly or monthly in cash, or, with the consent of the employee by cheque during his ordinary hours of work, or within 15 minutes thereafter on the usual pay-day of the establishment for such employee (or in the case of a shift worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

(a) the employer's name;

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

(c) the period in respect of which payment is made;

(d) the number of ordinary hours of work worked by the employee during that period;

(e) the number of overtime hours worked by the employee during that period;

(f) the number of hours worked by the employee on a paid holiday or on a Sunday;

(g) the employee's wage;

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

(i) details of any deductions made; and

(j) the net amount paid to the employee,

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

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

(ii) at the employee's written request the amount due to him may be paid into his building society or bank account by his employer who shall however hand to him the aforementioned statement;

(iii) the information relating to paragraphs (d), (e) and (f) need not be furnished in respect of an employee referred to in clause 5 (7) (a).

(2) *Casual employees.*—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment, but at least once a week.

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

(i) subklousule (5) (a), die soort vervoer wat gebruik is en die vervoeruitgawes wat aangegaan is of die aard van enige ander uitgawes waarvoor vergoeding geëis word;

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

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

en ten einde sy werknemer in staat te stel om aan so 'n vereiste te voldoen, moet die werkgewer, voordat so 'n reis deur 'n werknemer bedoel in subklousules (5) en (6) onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop die gepaste aantekeninge gehou kan word: Met dien verstande dat indien 'n werknemer nie kan skryf nie, sy werkgewer moet toesien dat hy bygestaan word met die opstelling van sy eis.

### 4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousules 3 (7) en 6 (5) en (6), moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, tweeweekliks of maandeliks in kontant of, met die toestemming van die werknemer, per tjek betaal word gedurende sy gewone werkure, of binne 15 minute daarna, op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer (of, in die geval van 'n skofwerker, op 'n tyd waaroor sodanige werknemer en sy werkgewer ooreengekom het en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar nie later nie as 24 uur na die gewone betaaldag) of by diensbeëindiging, indien dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëlde koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop die volgende gemeld word:

(a) Die werkgewer se naam;

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

(c) die tydperk waarvoor die betaling geskied;

(d) die getal gewone werkure wat die werknemer gedurende daardie tydperk gewerk het;

(e) die getal ure wat die werknemer gedurende daardie tydperk oortyd gewerk het;

(f) die getal ure wat die werknemer op 'n betaalde vakansiedag of op 'n Sondag gewerk het;

(g) die werknemer se loon;

(h) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;

(i) besonderhede van enige bedrae wat afgetrek is; en

(j) die netto bedrag wat aan die werknemer betaal word,

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

(i) die besonderhede hierbo voorgeskryf, in kodevorm op sodanige koevert of houer of in sodanige staat aangeteken kan word, welke kode volledig uiteengesit en verduidelik moet word in 'n bygaande kennisgewing of in 'n kennisgewing wat opgeplak gehou moet word op 'n opvallende plek in die bedryfsinrigting wat toegangklik is vir alle werknemers wat daardeur geraak word;

(ii) op die werknemer se skriftelike versoek die bedrag aan hom verskuldig, gestort kan word op sy bouvereniging- of bankrekening deur sy werkgewer, wat egter voornoemde staat aan hom moet oorhandig;

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

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

(3) *Premiums.*—Subject to any other law no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that employee.

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

(5) *Accommodation, meals and rations.*—Subject to any other law, an employer shall not require his employee to accept accommodation, meals or rations from him or from any person or at any place nominated by him.

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

(a) With the written consent of the employee, a deduction for any holiday, sick, medical, insurance, savings, provident or pension fund, or in respect of subscriptions to a trade union;

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

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

(d) a deduction of an amount not exceeding 60 cents in respect of each meal supplied by an employer to his employee: Provided that such deduction shall not exceed R3,00 in any week;

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

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

(ii) no deduction shall be made in the case of short-time arising from slackness of business or a shortage of raw materials or packing material 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 vagaries of the weather or a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

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

(i) any banking institution, building society, insurance business, registered financial institution, local authority or the State in respect of a payment on a loan granted to such employee to acquire a dwelling;

(ii) any organisation or body in respect of the rent of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such organisation or body wholly or partly from funds advanced for that purpose by the State or a body referred to in subparagraph (i) above;

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

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

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

(6) *Aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes oplê nie en mag ook nie enige bedrae van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:

(a) Met die skriftelike toestemming van die werknemer, 'n bedrag vir 'n vakansie-, sieke-, mediese, versekerings-, spaar-, voorsorg- of pensioenfonds of ten opsigte van ledegeld aan 'n vakvereniging;

(b) behoudens andersluidende bepalings 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 by wet of kragtens 'n bevel van 'n bevoegde hof moet of kan aftrek;

(d) 'n bedrag van hoogstens 60 sent ten opsigte van elke ete deur 'n werkgewer aan sy werknemer verskaf: Met dien verstande dat sodanige aftrekking hoogstens R3,00 in 'n week mag wees;

(e) wanneer die gewone werkure weens korttyd verminder word, 'n bedrag van hoogstens die werknemer (uitgesonderd 'n los werknemer) se uurloon ten opsigte van 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 in die geval van korttyd wat deur 'n handelslapte of 'n tekort aan grondstowwe of verpakkingsmateriaal 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 geskied nie in die geval van korttyd ten opsigte van die eerste uur waarin daar nie gewerk word nie, weens die wisselvalligheid van die weer of die onklaarraking van 'n installasie of masjinerie of die feit dat die geboue onbruikbaar is of dreig om onbruikbaar te word, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

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

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

(ii) enige organisasie of liggaam ten opsigte van die huur van 'n woning of huisvesting in 'n hostel waarin sodanige werknemer woon, indien sodanige woning of hostel deur bemiddeling van sodanige organisasie of liggaam voorsien is geheel of gedeeltelik uit fondse vir daardie doel voorgeskiet deur die Staat of 'n liggaam bedoel in subparagraaf (i) hierbo;

(g) with the written consent of an employee, a deduction towards the repayment of any amount loaned or advanced to him by the employer: Provided that any such deduction shall not exceed one third of the total remuneration due to the employee on the pay-day concerned: Provided further that no such deduction shall be made in respect of any period during which the employee's wage is reduced in terms of paragraph (e).

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

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

(a) *a casual employee* in an establishment in which the employees normally work on—

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

(ii) more than five days in a week, eight and a half on any day:

Provided that if such employee performs the duties of a security guard or a watchman he may, in the case of subparagraph (i), work not more than 12 ordinary hours and, in the case of subparagraph (ii), not more than 10 ordinary hours on any day.

(b) *a security guard or a watchman*—

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

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

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

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

(c) *any other class of employee*—

(i) 45 in any week from Monday to Saturday, inclusive; and

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

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

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

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

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

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

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

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

(e) when on any day by reason of overtime worked an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;

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

**5. GEWONE WERKURE, OORTYD EN BETALING VIR OORTYD**

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

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

(i) hoogstens vyf dae in 'n week werk, nege op 'n dag;

(ii) meer as vyf dae in 'n week werk, agt en 'n half op 'n dag:

Met dien verstande dat indien sodanige werknemer die pligte van 'n sekuritietswag of 'n wag verrig, hy in die geval van subparagraaf (i) hoogstens 12 gewone werkure en in die geval van subparagraaf (ii) hoogstens 10 gewone werkure op 'n dag mag werk;

(b) *'n sekuriteitswag of 'n wag*—

(i) 60 in 'n week van Maandag tot en met Saterdag; en

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

(aa) hoogstens vyf dae in 'n week werk, 12 op 'n dag;

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

(c) *enige ander klas werknemer*—

(i) 45 in 'n week van Maandag tot en met Saterdag; en

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

(aa) hoogstens vyf dae in 'n week werk, nege op 'n dag;

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

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

(a) sodanige pouse by skriftelike onderlinge ooreenkoms tussen 'n werkgewer en sy werknemer tot minstens 'n half uur verkort kan word;

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

(c) indien sodanige pouse langer as een uur duur, enige tydperk langer as een en 'n kwart uur geag word werktyd te wees;

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

(e) wanneer daar op enige dag vanweë oortydwerk van 'n werkgewer vereis word om 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort kan word;

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

(g) such interval need not be granted to a shift worker during his ordinary hours of work on any shift if he is given the opportunity during such hours of having a meal while at his post, unless this is prohibited in terms of any law.

(3) *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: Provided that where an employer grants his employee a rest interval of not less than 20 minutes during each morning work period, the afternoon rest interval may be dispensed with.

(4) *Hours of work to be consecutive.*—Save as provided in subclause (2) and (3), all hours of work of an employee on any day shall be consecutive.

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

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

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

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

Provided that this limitation shall not apply in respect of a driver or an employee providing assistance on or accompanying a motor vehicle driven over a distance of more than 480 km in one direction from the point of departure to the destination if the ordinary hours of work of such driver or other member of the vehicle staff, together with any overtime worked, do not exceed 14 hours on any day.

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

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

(ii) one and a half times his hourly wage in respect of the hours in excess of 10 hours in any week so worked by the employee.

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

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

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

(ii) any other class of employee who is in receipt of a regular annual wage of not less than the remuneration stipulated in a current exemption published in terms of section 34 (1) of the Basic Conditions of Employment Act, 1983 (Act No. 3 of 1983), for the area in which he is employed.

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

(g) sodanige pouse nie aan 'n skofwerker gedurende sy gewone werkure in enige skof toegestaan hoef te word nie, indien aan hom gedurende sodanige ure die geleentheid verskaf word om 'n ete te nuttig terwyl hy op sy pos bly, tensy dit ingevolge enige wet verbied word.

(3) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan so na doenlik aan die middel van elke eerste werktydperk en tweede werktydperk van die dag, 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 word geag deel van die gewone werkure van sodanige werknemer uit te maak: Met dien verstande dat, waar 'n werkgewer 'n ruspouse van minstens 20 minute gedurende elke voormiddag werktydperk aan sy werknemer toestaan, die namiddagpouse agterweë gelaat kan word.

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

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

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

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

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

Met dien verstande dat hierdie beperking nie ten opsigte van 'n drywer of 'n werknemer wat bystand verleen of saamry op 'n motorvoertuig wat 'n afstand van meer as 480 km in een rigting vanaf die vertrekpunt tot by die bestemming aflê, van toepassing is nie indien die gewone werkure van sodanige drywer of ander lid van die voertuigpersoneel, tesame met enige oortyd gewerk, hoogstens 14 uur op 'n dag is.

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

(i) een en 'n derde maal sy uurloon ten opsigte van die totale tydperk van hoogstens 10 uur in 'n week aldus deur die werknemer gewerk;

(ii) een en 'n half maal sy uurloon ten opsigte van die ure meer as 10 uur in 'n week aldus deur die werknemer gewerk.

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

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

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

(ii) enige ander klas werknemer wat 'n gereelde jaarlikse loon ontvang van minstens die beloning wat bepaal is in 'n bestaande vrystelling gepubliseer kragtens artikel 34 (1) van die Wet op Basiese Diensvoorwaardes, 1983 (Wet No. 3 van 1983), vir die gebied waarin hy werksaam is.

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

(c) Subclauses (2) and (3) shall not apply to a security guard or a watchman: Provided that if a meal interval is granted to such an employee the time taken up by such interval shall be deemed to be time during which he worked.

(d) Subclause (3) shall not apply to a driver or an employee who assists such driver on the vehicle.

(e) Subclauses (2), (3), (4), (5) and (6) shall not apply to an employee who is remunerated according to an agreement under clause 9 (2).

### 6. ANNUAL LEAVE

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

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

(i) *at least* three nights per month on average during the preceding 12 months and who normally works on—

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

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

(ii) *less than* three nights per month on average during the preceding 12 months and who normally works on—

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

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

Provided that an employee who before this determination became binding had been entitled to a longer period of annual leave than that prescribed in subparagraph (ii), shall retain the right to such leave while employed by the same employer;

(b) *a security guard and a watchman* whose ordinary hours of work—

(i) *exceeds 48* in a week and who normally works on—

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

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

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

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

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

(c) *any other class of employee* who normally works on—

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

(ii) more than five days in a week, 18 consecutive work-days.

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

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

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

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

(c) Subklousules (2) en (3) is nie op 'n sekuriteitswag of 'n wag van toepassing nie: Met dien verstande dat indien 'n etenspouse aan so 'n werknemer toegestaan word, is die tyd deur sodanige pouse in beslag geneem geag word tyd te wees wat hy gewerk het.

(d) Subklousule (3) is nie op 'n drywer of 'n werknemer wat sodanige drywer op die voertuig bystaan van toepassing nie.

(e) Subklousules (2), (3), (4), (5) en (6) is nie op 'n werknemer wat volgens 'n ooreenkoms kragtens klousule 9 (2) besoldig word van toepassing nie.

### 6. JAARLIKSE VERLOF

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

(a) *'n Reisende verteenwoordiger en 'n reisende verteenwoordiger se assistent* wat in die uitvoering van sy pligte van sy woonplek en die werkgewer se bedryfsinrigting afwesig was vir gemiddeld—

(i) *minstens* drie nagte per maand gedurende die voorafgaande 12 maande en wat gewoonlik op—

(aa) hoogstens vyf dae in 'n week werk, 20 agtereenvolgende werkdae;

(ab) meer as vyf dae in 'n week werk, 24 agtereenvolgende werkdae;

(ii) *minder as* drie nagte per maand gedurende die voorafgaande 12 maande en wat gewoonlik op—

(aa) hoogstens vyf dae in 'n week werk, 15 agtereenvolgende werkdae;

(ab) meer as vyf dae in 'n week werk, 18 agtereenvolgende werkdae:

Met dien verstande dat 'n werknemer wat voordat hierdie vasstelling bindend geword het, geregtig was op 'n langer tydperk van jaarlikse verlof as wat by subparagraaf (ii) voorgeskryf word, die reg op sodanige verlof behou terwyl hy by dieselfde werkgewer in dien is;

(b) *'n sekuriteitswag en 'n wag* wie se gewone werkure—

(i) *48 in 'n week te bowe gaan* en wat gewoonlik op—

(aa) hoogstens vyf dae in 'n week werk, 20 agtereenvolgende werkdae;

(ab) meer as vyd dae in 'n week werk, 24 agtereenvolgende werkdae;

(ii) *nie 48 in 'n week te bowe gaan* nie en wat gewoonlik op—

(aa) hoogstens vyf dae in 'n week werk, 15 agtereenvolgende werkdae;

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

(c) *enige ander klaswerknemer* wat gewoonlik op—

(i) hoogstens vyf dae in 'n week werk, 15 agtereenvolgende werkdae;

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

(2) Die werkgewer moet sy werknemer ten opsigte van die verlof by subklousule (1) voorgeskryf, soos volg betaal: In die geval van 'n werknemer bedoel in—

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

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

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

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

(a) if such leave has not been granted and taken earlier, it shall, save as provided in subclause (4), be granted and be taken so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee and the employee shall take the leave from a date not later than two months after the expiration of the said period of four months;

(b) the period of leave shall not be concurrent with any period—

(i) of sick leave in terms of clause 7 (1) or with absence from work owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b), amounting in the aggregate in any period of 12 months to not more than 15 weeks;

(ii) during which the employee is under notice of termination of employment in terms of clause 13; or

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

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

(d) when an employer requires his employee to take leave before the expiration of the 12 months of employment to which such leave relates, the employer shall grant such employee the full period of leave accruable for 12 months of employment and, with due regard to the accrual of any increments in terms of clause 3, shall pay such employee in respect of such leave an amount of not less than that which the employee would have been entitled to at the date on which the leave would normally have accrued: Provided further that if such employee's employment terminates before the expiration of the 12 months in respect of which the leave was granted in terms of this proviso, the employer may set off against any remuneration due to the employee at the termination of his employment, the difference between the amount paid to the employee in terms hereof and the amount to which he would have been entitled at the termination of his employment in terms of subclause (6), had the leave not been granted to him.

(4) (a) At the written request of his employee an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided that—

(i) the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates; and

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

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

(5) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (4), shall be paid not later than the last work-day before the date of commencement of the leave or, at the written request of the employee, not later than the first pay-day after the expiration of the leave.

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

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

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

(b) die verloftydperk nie mag saamval nie met 'n tydperk—

(i) van siekteverlof ingevolge klousule 7 (1) of met afwesigheid van die werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop;

(ii) waartydens die werknemer kennis van diensbeëindiging ingevolge klousule 13 uitdien; of

(iii) waartydens die werknemer militêre diens verrig;

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

(d) wanneer 'n werkgewer van sy werknemer vereis om verlof te neem voor die verstryking van die 12 maande diens waarop sodanige verlof betrekking het, die werkgewer aan sodanige werknemer die volle verloftydperk oploopbaar vir 12 maande diens, moet verleen en, met behoorlike inagneming van die toevalling van enige verhogings ingevolge klousule 3, aan sodanige werknemer ten opsigte van sodanige verlof 'n bedrag moet betaal van minstens dié waarop die werknemer geregtig sou gewees het op die datum waarop die verlof normaalweg sou toeval: Met dien verstande voorts dat, indien sodanige werknemer se diens eindig voor die verstryking van die 12 maande ten opsigte waarvan die verlof ingevolge hierdie voorbehoudsbepaling verleen is, die werkgewer die verskil tussen die bedrag aan die werknemer ingevolge hiervan betaal en die bedrag waarop hy ingevolge subklousule (6) by diensbeëindiging geregtig sou gewees het indien die verlof nie aan hom verleen was nie, kan aftrek van enige besoldiging wat aan die werknemer by diensbeëindiging verskuldig is.

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

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

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

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

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

(6) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued 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) (i) or (1) (b) (i), one third; and

(b) in the case of an employee referred to in subclause (1) (a) (ii), (1) (b) (ii) or (1) (c), one fourth,

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

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

(ii) an employee who leaves his employment without having given and served the period of notice prescribed in clause 13 shall be entitled to claim payment in terms of this subclause in respect of only such accrued leave money as exceeds the amount he was required to pay his employer in lieu of notice, unless—

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

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

(7) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclauses (3) (c) and (4), and whose employment terminates before such leave has been granted and been taken, shall and with due regard to subclause (8), upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to and taken by him as at the date of the termination.

(8) For the purposes of this clause—

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

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

(i) any period in respect of which an employer pays an employee or an employee pays an employer in lieu of notice in terms of clause 13;

(ii) any period amounting in the aggregate in any period of 12 months, to not more than 15 weeks during which an employee is absent—

(aa) on leave in terms of this clause;

(ab) on sick leave in terms of clause 7 (1) or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b);

(ac) at the instance of his employer;

(ad) with the consent or condonation of his employer;

(ae) for any other reason that is not in breach of the contract of employment; and

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

(6) 'n Werknemer wie se diens gedurende 'n dienstermyn van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van daardie termyn opgeloop het, moet by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig is, ten opsigte van elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens—

(a) in die geval van 'n werknemer in subklousule (1) (a) (i) of (1) (b) (i) bedoel, een derde; en

(b) in die geval van 'n werknemer in subklousule (1) (a) (ii), (1) (b) (ii) of (1) (c) bedoel, een vierde,

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

(i) 'n werkgewer 'n eweredige bedrag ten opsigte van enige tydperk van verlof aan 'n werknemer verleen kragtens voorbehoudsbepaling (c) van subklousule (3) kan aftrek;

(ii) 'n werknemer wat sy diens verlaat sonder om die tydperk kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 13 voorgeskryf word, daarop geregtig is om betaling ingevolge hierdie subklousule te eis slegs ten opsigte van die opgeloopte verlofgeld bo die bedrag wat hy in plaas van kennisgewing aan sy werkgewer moet betaal, tensy—

(aa) die werkgewer van sodanige kennisgewing afsien of die werknemer die werkgewer by diensbeëindiging of voor diensbeëindiging betaal in plaas daarvan om kennis te gee; of

(ab) die werknemer by versuim om sodanige kennis te gee en uit te dien, binne sy wetlike regte handel.

(7) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousules (3) (c) en (4), en wie se diens eindig voordat sodanige verlof verleen en geneem is, moet, met behoorlike inagneming van subklousule (8), by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom verleen en deur hom geneem was.

(8) By die toepassing van hierdie klousule—

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

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

(i) Enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer of 'n werknemer 'n werkgewer ingevolge klousule 13 betaal in plaas van kennis te gee;

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

(aa) met verlof ingevolge hierdie klousule;

(ab) met siekteverlof ingevolge klousule 7 (1) of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b);

(ac) op las of versoek van sy werkgewer;

(ad) met die toestemming of kondonering van sy werkgewer;

(ae) om enige ander rede wat nie 'n verbreking van die dienskontrak is nie; en

(iii) enige tydperk wat 'n werknemer van sy werk afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie daarop geregtig is om in 'n tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid as diens te eis nie,

and employment shall be deemed to commence—

(aa) in the case of an employee who, before this determination became binding, had become entitled to a period of annual leave in terms of any law, on the date on which he last became entitled to leave under that law;

(ab) 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 yet become entitled to a period of leave in terms thereof, on the date on which such employment commenced;

(ac) 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.

(9) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave, at any time, but not more than once in any period of 12 months, close his establishment for 21 consecutive days or suspend an activity for 21 consecutive days and in that case he shall remunerate his employee in terms of subclause (2) or in terms of paragraph (c) hereof, as the case may be.

(b) Whenever a paid holiday falls on a day which otherwise would be a workday for an employee and such paid holiday falls within the closed or suspension period referred to in paragraph (a), another work-day shall be added to the said closed or suspension period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added.

(c) An employee who, at the date on which an establishment or activity in which he is employed is closed or suspended, is not entitled to the full period of annual leave prescribed in subclause (1) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (6), and for the purposes of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment or suspension of the activity.

### 7. SICK LEAVE

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

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

(b) in the case of any other employee, not less than 36 work-days',

sick leave during each cycle of 36 consecutive months of employment with him, and shall pay the employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first cycle of 36 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 on not more than five days in a week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;

en word diens geag te begin—

(aa) 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 hy laas kragtens daardie wet op verlof geregtig geword het;

(ab) 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;

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

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

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

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

### 7. SIEKTEVERLOF

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

(a) in die geval van 'n werknemer wat gewoonlik op hoogstens vyf dae in 'n week werk, minstens 30 werkdae, en

(b) in die geval van enige ander werknemer, minstens 36 werkdae,

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

(i) 'n werknemer gedurende die eerste tydkring van 36 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer wat op hoogstens vyf dae in 'n week werk, 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) if in the first cycle of 36 consecutive months of employment an employee is absent owing to incapacity for longer than the number of days of paid sick leave to which he is entitled in terms of subparagraph (i), his employer shall not, at that stage, be required to effect any payment in respect of the excess sick leave taken: Provided further that if he has not previously done so the employer shall at the end of the first cycle of 36 months of employment pay the employee an amount equal to not less than the difference between the sick leave payment that has already been made and the employee's wage for the full period of his incapacity, up to a maximum of 30 work-days or 36 work-days, as the case may be, and such compensation shall be effected at a rate of not less than the employee's wage at the commencement of his incapacity: Provided further that where the employee's contract of employment terminates before the expiry of such first cycle the employee shall be entitled to claim payment from his employer of an amount equal to the difference between the sick leave pay that he has already received and his wage for the full period of his incapacity, but at a rate not exceeding his wage for one work-day for each completed period of five weeks of employment in the case of an employee who normally works on not more than five days in a week, and one work-day for each month on service in the case of any other employee, and for the purposes of this proviso the expression "*wage*" means the wage the employee was receiving at the commencement of his incapacity;

(iii) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;

(iv) payment for any period of absence on sick leave in terms of this clause to an employee who is employed on piece-work or commission work shall be at the rate of not less than the employee's average remuneration for the 13 weeks preceding the commencement of the sick leave or, if a lesser period has been worked, for the number of completed weeks so worked.

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

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

(b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a paid holiday,

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

(3) 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 sick leave in terms of subclause (1) or owing to incapacity in the circumstances set out in subclause (4);

(ac) at the instance of his employer;

(ad) with the consent or condonation of his employer;

(ii) indien 'n werknemer gedurende die eerste tydkring van 36 agtereenvolgende maande diens weens ongeskiktheid langer afwesig is as die getal dae betaalde siekteverlof waarop hy kragtens subparagraaf (i) geregtig is, sy werkgewer nie in daardie stadium verplig is om enige betaling ten opsigte van die langer siekteverlof wat geneem is, te doen nie: Met dien verstande voorts dat die werkgewer, indien hy dit nie reeds gedoen het nie, aan die werknemer by die verstryking van die eerste tydkring van 36 maande diens 'n bedrag moet betaal gelyk aan minstens die verskil tussen die siekteverlofbetaling wat reeds gedoen is en die werknemer se loon vir die volle tydperk van sy ongeskiktheid, tot 'n maksimum van 30 werkdae of 36 werkdae, na gelang van die geval, en sodanige vergoeding moet geskied teen 'n tarief van minstens die werknemer se loon by die aanvang van sy ongeskiktheid: Met dien verstande voorts dat waar die werknemer se dienskontrak voor die verstryking van sodanige eerste tydkring eindig, die werknemer daarop geregtig is om van sy werkgewer die betaling te eis van 'n bedrag gelyk aan die verskil tussen die siekteverlofbetaling wat hy reeds ontvang het en sy loon vir die volle tydperk van sy ongeskiktheid, maar teen 'n tarief nie hoër nie as sy loon vir een werkdag vir elke voltooide tydperk van vyf weke diens in die geval van 'n werknemer wat gewoonlik op hoogstens vyf dae in 'n week werk, en een werkdag vir elke maand diens in die geval van enige ander werknemer, en by die toepassing van hierdie voorbehoudsbepaling die uitdrukking "*loon*" die loon beteken die werknemer by die aanvang van sy ongeskiktheid ontvang het;

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

(iv) betaling vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule aan 'n werknemer wat stukwerk of kommissiewerk verrig, geskied teen die tarief van minstens die werknemer se gemiddelde besoldiging vir die 13 weke wat die aanvang van die siekteverlof voorafgegaan het of, indien 'n korter tydperk gewerk is, vir die aantal voltooide weke aldus gewerk.

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

(a) van langer as twee agtereenvolgende werkdae; of

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

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

(3) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

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

(ac) op las of versoek van sy werkgewer;

(ad) met die toestemming of kondonering van sy werkgewer;

(ae) for any reason not being in breach of his contract of employment,

amounting in the aggregate to not more than 30 weeks in any cycle of 36 months;

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

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

(b) *"incapacity"* means inability to work owing to any sickness or injury, other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941 (Act No. 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

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

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

(b) in respect of any period of incapacity of an employee in respect of which the employer is required by any law to pay to the employee not less than his full wage.

**8. PAID HOLIDAYS AND SUNDAYS**

(1) *Compensation for work on a paid holiday.*—(a) Whenever an employee, other than a casual employee, *does not work* on a paid holiday and such day falls on a day which otherwise is an ordinary work-day for the employee, his employer shall pay him in respect of that day an amount equal to at least his daily wage.

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

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

(ii) an amount calculated at a rate of not less than one and a third times his hourly wage in respect of the total period worked by him on that day, and grant to him within seven days of such day, one day's leave and pay him in respect of such leave an amount of not less than his daily wage.

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

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

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

(ae) om enige rede wat nie 'n verbreking van sy dienskontrak is nie,

van altesaam hoogstens 30 weke in 'n tydkring van 36 maande;

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

(iii) enige tydperk van diens wat 'n werknemer by dieselfde werkgewer gelewer het onmiddellik voor die datum waarop hierdie vasstelling bindend geword het, en alle siekteverlof met volle betaling wat aan sodanige werknemer gedurende sodanige tydperk verleen is, word geag ingevolge hierdie vasstelling verleen te gewees het;

(b) beteken *"ongeskiktheid"* onvermoë om te werk weens enige siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat enige sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeval of vergoedingspligtige siekte waarvoor vergoeding ingevolge die Ongevallewet, 1941 (Wet No. 30 van 1941), betaalbaar is, slegs as ongeskiktheid beskou word gedurende enige tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

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

(a) op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes wat mintens gelykstaande is met dié van die werknemer, betaal aan 'n fonds of organisasie deur die werknemer benoem, welke fonds of organisasie die werknemer waarborg om in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, aan hom 'n bedrag te betaal van minstens die ekwivalent van sy loon vir enige tydperk van sodanige verlof ingevolge subklousule (1);

(b) ten opsigte van enige tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan daar ingevolge enige wet van die werkgewer vereis word om die werknemer minstens sy volle loon te betaal.

**8. BETAALDE VAKANSIEDAE EN SONDAE**

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

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n betaalde vakansiedag *werk*, moet sy werkgewer hom ten opsigte van daardie dag soos volg betaal:

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

(ii) 'n bedrag bereken teen 'n tarief van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tyd wat hy op daardie dag werk, en moet hy hom, binne sewe dae na daardie dag, een dag verlof verleen en hom ten opsigte van sodanige verlof 'n bedrag van minstens sy dagloon betaal.

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

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk wat nie ook 'n betaalde vakansiedag is nie, moet sy werkgewer hom soos volg betaal:

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

(ii) if he works for longer than four hours—

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

(ab) an amount calculated at a rate of not less than one and a third times his hourly wage in respect of the total period worked by him on such Sunday and grant to him, within seven days of such Sunday, one day's leave and pay him in respect of such leave an amount of not less than his daily wage.

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

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

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

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

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

(4) *Compensation to a casual employee for work on a paid holiday or a Sunday.*—Whenever a casual employee works on a paid holiday or on a Sunday his employer shall pay him in respect of the total period worked by him on such day an amount calculated at a rate of double the hourly wage prescribed for or double the lowest hourly wage actually being paid to an employee in the same area who performs for him the same class of work as the casual employee is required to do, whichever is the greater amount: Provided that where the employer requires a casual employee—

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

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

(5) *Payment.*—The remuneration payable in terms of this clause to an employee, other than a casual employee, shall be paid to him not later than the pay-day immediately after the day in respect of which such remuneration is payable. A casual employee shall be remunerated as set out in clause 4 (2).

(6) *Savings.*—This clause, except subclause (1) (a), shall not apply to an employee referred to in clause 5 (7) (a).

### 9. PIECE-WORK AND COMMISSION WORK

(1) *Piece-work.*—(a) An employer may when engaging an employee or after at least one week's notice if the employee is already in his employ, introduce any piece-work system and, save as provided in clause 4 (6), such employer shall pay his employee who is employed on such piece-work system remuneration at not less than the wage prescribed in clause 3 (1) for an employee of his class and experience, plus the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay a casual employee, in respect of each day on which piece-work is performed, not less than the amount which the employer would have been required to pay such employee for that day had he been remunerated on the basis of time worked.

(ii) indien hy langer as vier uur werk—

(aa) 'n bedrag bereken teen 'n tarief van minstens dubbel sy uurloon ten opsigte van die volle tyd wat hy op sodanige Sondag werk, of 'n bedrag van minstens dubbel sy dagloon, watter bedrag ook al die grootste is; of

(ab) 'n bedrag bereken teen 'n tarief van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tyd wat hy op sodanige Sondag werk, en moet hy hom, binne sewe dae na sodanige Sondag, een dag verlof verleen en hom ten opsigte van sodanige verlof 'n bedrag van minstens sy dagloon betaal.

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

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

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

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

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

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

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

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

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

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

### 9. STUKWERK EN KOMMISSIEWERK

(1) *Stukwerk.*—(a) 'n Werkgewer kan wanneer hy 'n werknemer in diens neem of, indien die werknemer reeds in sy diens is, nadat hy hom minstens een week kennis gegee het, enige stukwerkstelsel invoer en sodanige werkgewer moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen minstens die loon by klousule 3 (1) vir 'n werknemer van sy klas en ondervinding voorgeskryf, plus die tariewe wat kragtens sodanige stelsel van toepassing is: Met dien verstande dat die werkgewer, ongeag die hoeveelheid werk wat verrig is, 'n los werknemer ten opsigte van elke dag waarop stukwerk verrig word, minstens die bedrag betaal wat die werkgewer sodanige werknemer vir daardie dag sou moes betaal het as hy hom 'n tydloon betaal het.

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

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

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

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

(i) the wage payable to the employee, which shall not be less than the wage prescribed in clause 3 (1) for an employee of his class and experience, the rate of the commission and the conditions of entitlement thereto;

(ii) the day of the week or month on which commission earned is due and payable;

(iii) the type, description, number, quantity or value of sales or orders (individual, weekly, monthly or otherwise) which the employer is from time to time prepared to accept;

(iv) the day of payment of commission earned by the employee before termination of the contract of employment: Provided that such day of payment shall be not later than the last work-day of the month succeeding the month during which employment was terminated; and

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

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

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

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

(e) An employer or an employee who intends to cancel or to negotiate for an alteration of an agreement in regard to commission work shall give written notice of such intention, and the period of such notice shall be not less than nor run concurrently with that required to terminate the contract of employment of such employee in terms of clause 13.

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

(c) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om werk vir hom te onderneem uitsluitlik op 'n stukwerkgrondslag nie. Enige bedrag wat ingevolge paragraaf (a) aan 'n werknemer betaal moet word, is afgesien en bykomend by sy loon, wat minstens die loon moet wees wat by klousule 3 (1) vir 'n werknemer van sy klas en ondervinding voorgeskryf word.

(d) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die tariewe wat daarkragtens van toepassing is, af te skaf of te wysig, moet sy werknemer minstens een maand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, in welke geval die werkgewer nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis mag gee nie: Met dien verstande voorts dat 'n werkgewer nie aan 'n los werknemer kennis hoef te gee van sy voorneme om 'n stukwerkstelsel in te voer, af te skaf of te wysig nie.

(2) *Kommissiewerk.*—(a) 'n Werknemer wat kragtens 'n ooreenkoms met sy werkgewer kommissiewerk op 'n gereelde grondslag onderneem, moet voordat sodanige werk begin, deur sy werkgewer voorsien word van 'n ware afskrif van die ooreenkoms of 'n verklaring waarin die bepalings van die ooreenkoms uiteengesit word, wat die volgende moet insluit:

(i) Die loon aan die werknemer betaalbaar, wat minstens die loon moet wees wat by klousule 3 (1) vir 'n werknemer van sy klas en ondervinding voorgeskryf word, die kommissietarief en die voorwaardes waarop hy die reg daarop verkry;

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

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

(iv) die betaaldag van kommissie wat die werknemer voor die beëindiging van die dienskontrak verdien het: 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; en

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

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

(c) Die werknemer se loon en kommissie moet betaal word op die dag wat bepaal is in die ooreenkoms bedoel in paragraaf (a), en die bepalings van klousule 4 (1) is nie ten opsigte van sodanige betaling van toepassing nie.

(d) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om werk vir hom uitsluitlik op 'n kommissiegrondslag te onderneem nie. Enige bedrag wat aan 'n werknemer as kommissie betaal moet word ingevolge 'n ooreenkoms kragtens paragraaf (a) aangegaan, is afgesien van en bykomend by die loon daarin bepaal.

(e) 'n Werkgewer of 'n werknemer wat voornemens is om 'n ooreenkoms in verband met kommissiewerk op te sê of oor 'n wysiging daarvan te onderhandel, moet skriftelik van sodanige voorneme kennis gee en die termyn van sodanige kennisgewing mag nie korter wees nie as, en mag nie saamval nie met, die termyn wat ingevolge klousule 13 vir die beëindiging van die dienskontrak van sodanige werknemer vereis word.

## 10. RATIO

(1) An employer shall not employ a learner unless he has in his employ a qualified employee of the same class and for each such qualified employee in his employ he shall not employ more than three such learners: Provided that this subclause shall not apply to an employer for a period of four years calculated from the date he first commences operations in any area in which this determination applies, but this proviso shall not apply where he commences operations as the result of a takeover by him, by purchase or otherwise, of an existing establishment in such area.

(2) For the purpose of this clause—

(a) an employer or a manager who is wholly or mainly engaged in the work of any particular class of employee may be deemed to be a qualified employee in such class;

(b) a learner who is receiving a wage of not less than the wage prescribed for a qualified employee of his class may be deemed to be a qualified employee in that class.

## 11. PROHIBITION OF EMPLOYMENT

An employer shall not—

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

(2) require or permit any female employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement.

## 12. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall supply, free of charge, any uniform, overall, gumboots, cap or other protective clothing which he is required by any law to provide to his employee or which his employee is required by any law to wear.

(2) An employer to whom subclause (1) does not apply but who nevertheless, explicitly or implicitly, requires his employee to wear any such protective clothing shall supply it free of charge.

(3) Any such protective clothing which has been provided to an employee free of charge shall remain the property of the employer.

## 13. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Notwithstanding clause 3 (2), an employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

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

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

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

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

(ii) one week's notice, the weekly wage the employee is receiving at the time of such termination:

Provided that this shall not affect—

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

## 10. GETALSVERHOUDING

(1) 'n Werkgewer mag nie 'n leerling in diens neem nie tensy hy 'n gekwalifiseerde werknemer van dieselfde klas in diens het en vir elke sodanige gekwalifiseerde werknemer in sy diens mag hy hoogstens drie sodanige leerlinge in diens neem: Met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n werkgewer vir 'n tydperk van vier jaar bereken vanaf die datum waarop hy die eerste keer begin met werksaamhede in enige gebied waarin hierdie vasstelling van toepassing is, maar hierdie voorbehoudsbepaling is nie van toepassing nie waar hy met werksaamhede begin as gevolg van 'n oorname deur hom deur die koop of andersins, van 'n bestaande bedryfsinrigting in sodanige gebied.

(2) By die toepassing van hierdie klousule—

(a) kan 'n werkgewer of 'n bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n bepaalde klas werknemer verrig, geag word 'n gekwalifiseerde werknemer in sodanige klas te wees;

(b) kan 'n leerling wat 'n loon ontvang van minstens die loon voorgeskryf vir 'n gekwalifiseerde werknemer van sy klas, geag word 'n gekwalifiseerde werknemer in daardie klas te wees.

## 11. VERBOD OP INDIENSNEMING

'n Werkgewer mag nie—

(1) iemand onder die ouderdom van 15 jaar in diens neem nie;

(2) van 'n vroulike werknemer vereis of haar toelaat om gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die bevallingsdatum eindig, te werk nie.

## 12. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgewer moet enige uniform, oorpak, rubberstewels, pet of ander beskermende klere wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf of wat sy werknemer ingevolge enige wet verplig is om te dra, gratis verskaf.

(2) 'n Werkgewer op wie subklousule (1) nie van toepassing is nie, maar wat nogtans van sy werknemer vereis, hetsy uitdruklik of stilswygend, om enige sodanige beskermende klere te dra, moet dit gratis verskaf.

(3) Enige sodanige beskermende klere wat gratis aan 'n werknemer verskaf is, bly die eiendom van die werkgewer.

## 13. BEËINDIGING VAN DIENSKONTRAK

(1) Ondanks klousule 3 (2), moet 'n werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig—

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

(b) na die eerste vier weke diens, minstens een week kennis,

van die beëindiging van die kontrak gee, wat skriftelik gedoen moet word, uitgesonderd in die geval van 'n werknemer wat nie kan skryf nie, of kan 'n werkgewer of 'n werknemer die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, die werknemer of die werkgewer, na gelang van die geval, soos volg te betaal: In die geval van—

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

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

Met dien verstande dat—

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

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

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

Provided further that payment in lieu of notice shall not be permitted during the absence of an employee—

(i) on leave in terms of clause 6;

(ii) on sick leave in terms of clause 7 (1);

(iii) owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b),

amounting in the aggregate to not more than 15 weeks in any period of 12 months;

(iv) on military sevice, except where an employee otherwise requests and his employer agrees thereto in writing:

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

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

(3) The notice prescribed in subclause (1) shall be given on a work-day: Provided that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence—

(a) on leave in terms of clause 6;

(b) on sick leave in terms of clause 7 (1);

(c) owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b).

amounting in the aggregate to not more than 15 weeks in a period of 12 months;

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

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

### 14. CERTIFICATE OF SERVICE

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

(ab) '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;

(ac) die werking van enige verbeurings of boetes wat by wet van toepassing is ten opsigte van 'n werknemer wat dros,

nie hierdeur geraak word nie:

Met dien verstande voorts dat betaling in plaas van kennisgewing nie toegelaat mag word nie gedurende 'n werknemer se afwesigheid—

(i) met verlof ingevolge klousule 6;

(ii) met siekteverlof ingevolge klousule 7 (1);

(iii) weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b),

wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop;

(iv) vir militêre diens, behalwe waar 'n werknemer anders versoek en sy werkgewer skriftelik daartoe instem:

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

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

(3) Die kennisgewing by subklousule (1) voorgeskryf, moet op 'n werkdag geskied: Met dien verstande dat die kennisgewingstermyn nie mag saamval nie met en kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid—

(a) met verlof ingevolge klousule 6;

(b) met siekteverlof ingevolge klousule 7 (1);

(c) weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b).

wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop;

(d) vir militêre diens, behalwe waar 'n werknemer anders versoek en sy werkgewer skriftelik daartoe instem.

(4) Ondanks andersluidende bepalings in hierdie vasstelling, kan 'n werkgewer, waar sy werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om die vereiste termyn kennis te gee en uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, hom uit enige gelde wat hy sodanige werknemer uit hoofde van enige bepalings van hierdie vasstelling skuld, 'n bedrag toe-eien van hoogstens dit wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat hierdie subklousule nie geld nie waar die werkgewer van die vereiste kennisgewingstermyn afgesien het of indien die werknemer by versuim om die termyn kennis te gee en uit te dien, binne sy wetlike regte gehandel het.

### 14. DIENSSERTIFIKAAT

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

CERTIFICATE OF SERVICE

I .....
carrying on business in the Clothing and Knitting Industry at
.....
hereby certify that..... Identity No.....
was employed by me from the.....day of.....19.....
to the.....day of.....19..... as (*).....
.....

At the termination of employment this employee's wage was R.....

.....
*Signature of employer or authorised representative*

Date .....

(*) State class in which employee was wholly or mainly engaged, e.g. clerk, machinist, etc.

**15. ATTENDANCE REGISTER**

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

DIENSSERTIFIKAAT

Ek, .....,
wat as werkgewer in die Klerasie- en Breinywerheid sake doen te .....
verklaar hierby dat....., Identiteitsnommer .....
....., in my diens was van die.....dag van
..... 19..... tot die .....dag van .....
19..... as (*).....

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

.....
*Handtekening van werkgewer of gemagtigde verteenwoordiger*

Datum .....

(*) Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, masjienwerker, ens.

**15. BYWONINGSREGISTER**

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

## ATTENDANCE REGISTER

.....
*(Name of employee)*

.....
*(Class of employee)*

Year .....

Month .....

| Date | Day of week | Entries to be made by employee: Time of commencing work | Intervals off work: Off | On | Off | On | Off | On | Time of finishing work | Overtime worked: On | Off | Total number of hours: Each day | Each week | Remarks (if any): Signature | By employee | By employer, if employee was absent. Reasons for his absence (to be signed by employer) | By inspector |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
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*Note.*—Under heading "Off" and "On" in column referring to "intervals off work" insert time when interval commences and time when work is resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

## BYWONINGSREGISTER

.....
*(Naam van werknemer)*

.....
*(Klas van werknemer)*

Jaar.....

Maand.....

| Datum | Dag van week | Inskrywings moet deur werknemer gedoen word: Tyd waarop werk begin word | Werkpouses | | | | | | Tyd waarop werk beëindig word | Oortyd gewerk | | Totale getal ure | | Opmerkings (as daar is): Handtekening | Deur werknemer | Deur werkgewer as werknemer afwesig was. Redes vir sy afwesigheid (moet deur werkgewer onderteken word) | Deur inspekteur |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Van | Tot | Van | Tot | Van | Tot | | Van | Tot | Elke dag | Elke week | | | | |
| 1 | | | | | | | | | | | | | | | | | |
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| 31 | | | | | | | | | | | | | | | | | |

*Opmerking.*—Onder die opskrif "Van" en "Tot" in die kolom "Werkpouses", voeg in tyd wanneer pouse begin en tyd wanneer werk hervat word. 'n Werknemer word geag by die werk te wees vir enige pouse in sy werk indien dit die werknemer nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.

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

No. ..... Name and class of employee.....

Week ended..... 19.....

| Day | In | Out | In | Out | Total |
|---|---|---|---|---|---|
| Sunday | : | : | : | : | : |
| Monday | : | : | : | : | : |
| Tuesday | : | : | : | : | : |
| Wednesday | : | : | : | : | : |
| Thursday | : | : | : | : | : |
| Friday | : | : | : | : | : |
| Saturday | : | : | : | : | : |

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

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

(i) the day of the week;

(ii) the time he commenced work;

(iii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;

(iv) the time of finishing work for the day;

(v) the time of commencement and termination of overtime worked for the day;

(vi) the total number of hours worked for the day; and

(vii) his signature;

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

(i) The time he commenced work;

(ii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work; and

(iii) the time of finishing work for the day.

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

(5) This clause shall not apply to—

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

(b) a driver or an employee accompanying such driver.

(2) 'n Werkgewer kan in plaas van 'n bywoningsregister 'n halfoutomatiese tydregistreerder tesame met die nodige kaarte, wat so na doenlik onderstaande vorm het, verskaf en elke werknemer voorsien van so 'n kaart met die naam of nommer van die werknemer daarop asook die datum van die einde van die week ten opsigte waarvan die kaart gebruik moet word.

No. ..... Naam en klas van werknemer.....

Week geëindig..... 19.....

| Dag | In | Uit | In | Uit | Totaal |
|---|---|---|---|---|---|
| Sondag | : | : | : | : | : |
| Maandag | : | : | : | : | : |
| Dinsdag | : | : | : | : | : |
| Woensdag | : | : | : | : | : |
| Donderdag | : | : | : | : | : |
| Vrydag | : | : | : | : | : |
| Saterdag | : | : | : | : | : |

(3) Tensy hy deur 'n onvermydelike oorsaak verhinder word om dit te doen, moet 'n werknemer ten opsigte van elke dag wat hy gewerk het en op daardie dag—

(a) met ink of inkpotlood die volgende in die bywoningsregister bedoel in subklousule (1) aanteken:

(i) Die dag van die week;

(ii) die tyd waarop hy begin werk het;

(iii) die tyd waarop alle etens- of ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het;

(iv) die tyd waarop werk vir die dag beëindig is;

(v) die tyd waarop oortyd gewerk vir die dag begin en beëindig is;

(vi) die totale getal ure gewerk vir die dag; en

(vii) sy handtekening;

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

(i) Die tyd waarop hy begin werk het;

(ii) die tyd waarop alle etens- of ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het; en

(iii) die tyd waarp werk vir die dag beëindig is.

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

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

(a) 'n werknemer wat uit hoofde van klousule 5 (7) (a) van die werkurebepalings uitgesluit word; en

(b) 'n drywer of 'n werknemer wat sodanige drywer vergesel.

**16. LOG-BOOK**

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

DAILY LOG

Name of employer .....

Name of driver .....

Date .....

Registration number of vehicle .....

Time of starting work .....

Time of finishing work .....

Number of hours worked .....

Meal interval from .....to .....

Particulars of any accident or delay .....

.....

Name(s) of employee(s) accompanying driver .....

.....

.....

*Signature of driver*

Date .....

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

(**Note:** In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 441; published under Government Notice No. R. 2463 of 9 November 1984, as amended by Government Notice No. R. 1281 of 1 July 1988.)

**16. LOGBOEK**

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

DAAGLIKSE LOG

Naam van werkgewer .....

Naam van drywer .....

Datum .....

Registrasienommer van voertuig .....

Tyd waarop werk begin word .....

Tyd waarop werk beëindig word .....

Getal ure gewerk .....

Etenspouse van .....tot .....

Besonderhede van enige ongeluk of vertraging .....

.....

.....

Naam(name) van werknemer(s) wat drywer vergesel .....

.....

.....

*Handtekening van drywer*

Datum .....

(2) Elke drywer moet in die logboek bedoel in subklousule (1), 'n daaglikse log in tweevoud hou ten opsigte van elke dag se werk en moet binne 24 uur na voltooiing van die werk waarop dit betrekking het, 'n kopie daarvan aan sy werkgewer lewer en die werkgewer moet sodanige kopie vir 'n tydperk van minstens drie jaar na sodanige lewering bewaar.

(**Kennisgewing:** Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 441, gepubliseer by Goewermentskennisgewing No. R. 2463 van 9 November 1984, soos gewysig by Goewermentskennisgewing No. R. 1281 van 1 Julie 1988.)


## PHYTOPHYLACTICA

This publication deals with plant pathology, mycology, microbiology, entomology, nematology, and other zoological plant pests. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at R10 plus GST per copy or R40 per annum, post free (Other countries R12,50 per copy or R50 per annum).

## PHYTOPHYLACTICA

Hierdie publikasie bevat artikels oor plantpatologie, mikologie, mikrobiologie, entomologie, nematologie en ander dierkundige plantplae. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

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## IMPORTANT ANNOUNCEMENT

# *Closing times* ***PRIOR TO PUBLIC HOLIDAYS*** *for*

# LEGAL NOTICES
# GOVERNMENT NOTICES 1991

*The closing time is **15:00** sharp on the following days:*

- **21 March**, Thursday, for the issue of Thursday **28 March**
- **27 March**, Wednesday, for the issue of Friday **5 April**
- **25 April**, Thursday, for the issue of Friday **3 May**
- **2 May**, Thursday, for the issue of Friday **10 May**
- **23 May**, Thursday, for the issue of Thursday **30 May**
- **3 October**, Thursday, for the issue of Friday **11 October**
- **12 December**, Thursday, for the issue of Friday **20 December**
- **17 December**, Tuesday, for the issue of Friday **27 December**
- **19 December**, Thursday, for the issue of Friday **3 January**

**Late notices will be published in the subsequent issue. If, under special circumstances, a late notice is being accepted, a double tariff will be charged**

**The copy for a SEPARATE *Government Gazette* must be handed in not later than three calendar weeks before date of publication**

## BELANGRIKE AANKONDIGING

# *Sluitingstye* ***VOOR VAKANSIEDAE*** *vir*

# WETLIKE KENNISGEWINGS
# GOEWERMENTSKENNISGEWINGS 1991

*Die sluitingstyd is stiptelik **15:00** op die volgende dae:*

- **21 Maart**, Donderdag, vir die uitgawe van Donderdag **28 Maart**
- **27 Maart**, Woensdag, vir die uitgawe van Vrydag **5 April**
- **25 April**, Donderdag, vir die uitgawe van Vrydag **3 Mei**
- **2 Mei**, Donderdag, vir die uitgawe van Vrydag **10 Mei**
- **23 Mei**, Donderdag, vir die uitgawe van Donderdag **30 Mei**
- **3 Oktober**, Donderdag, vir die uitgawe van Vrydag **11 Oktober**
- **12 Desember**, Donderdag, vir die uitgawe van Vrydag **20 Desember**
- **17 Desember**, Dinsdag, vir die uitgawe van Vrydag **27 Desember**
- **19 Desember**, Donderdag, vir die uitgawe van Vrydag **3 Januarie**

**Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word**

**Wanneer 'n APARTE *Staatskoerant* verlang word moet die kopie drie kalenderweke voor publikasie ingedien word**

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