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DEPARTEMENT VAN MANNEKRAG- BENUTTING

No. R. 13

2 Januarie 1981

LOONWET, 1957

LOONVASSTELLING 403.—WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF, SEKERE GEBIEDE

In opdrag van die Minister van Mannekragbenutting, 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 Wassery-, Droogskoonmaak- en Kleurbedryf, Sekere Gebiede, gemaak en die tweede Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op al die werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Wassery-, Droogskoonmaak- en Kleurbedryf, in die volgende gebiede:

Kaapprovinsie.—Die landdrostdistrikte Kimberley, Port Elizabeth, Uitenhage en Worcester en die munisipale gebiede Beacon Bay en Oos-Londen.

Natal.—Die landdrostdistrikte Durban, Inanda, Pinetown (uitgesonderd dié gedeeltes van genoemde drie distrikte wat binne 'n straal van 24,14 km vanaf die Hoofposkantoor, Durban, val) en Pietermaritzburg en die munisipale gebiede van Ladysmith en Newcastle.

Oranje-Vrystaat.—Die landdrostdistrikte Bloemfontein, Odendaalsrus, Sasolburg, Virginia en Welkom en die munisipale gebiede van Bethlehem, Harrismith en Kroonstad.

Transvaal.—Die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom en die munisipale gebiede van Middelburg, Pietersburg, Rustenburg en Witbank.

2. WOORDOMSKRYWING

Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie Vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet en by die toepassing van hierdie Vasstelling

DEPARTMENT OF MANPOWER UTILISATION

No. R. 13

2 January 1981

WAGE ACT, 1957

WAGE DETERMINATION 403.—LAUNDRY, DRY CLEANING AND DYEING TRADE, CERTAIN AREAS

By direction of the Minister of Manpower Utilisation 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 Laundry, Dry Cleaning and Dyeing Trade, Certain Areas, and has fixed the second 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

This Determination shall apply to all employers and their employees, other than managers, in the Laundry, Dry Cleaning and Dyeing Trade in the following areas:

Cape Province.—The Magisterial Districts of Kimberley, Port Elizabeth, Uitenhage and Worcester and the municipal areas of Beacon Bay and East London.

Natal.—The Magisterial Districts of Durban, Inanda, Pinetown (excluding those portions of the said three Districts which fall within a radius of 24,14 km of the General Post Office of Durban) and Pietermaritzburg and the municipal areas of Ladysmith and Newcastle.

Orange Free State.—The Magisterial Districts of Bloemfontein, Odendaalsrus, Sasolburg, Virginia and Welkom and the municipal areas of Bethlehem, Harrismith and Kroonstad.

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom and the municipal areas of Middelburg, Pietersburg, Rustenburg, and Witbank.

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

word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is; voorts, tensy onbestaanbaar met die sinsverband, beteken—

(1) "afwerker" 'n werknemer, uitgesonderd 'n kalandermasjienbediener wat artikels ná die skoonmaakproses na fatsoen stryk, pers of stoom en kleiner verstellings mag aanbring aan 'n masjien waarmee hy werk; (28)

(2) "ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomsywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet; (1)

(3) "ambagsman se assistent" 'n werknemer wat 'n ambagsman of faktotum help deur artikels of gereedskap vas te hou of op 'n ander manier saam met hom te werk, uitgesonderd deur die selfstandige gebruik van gereedskap, en wat kragaangedrewe masjiene of voertuie mag olie of smeer; (2)

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

- (a) Artikels met 'n droë borsel voor die skoonmaakproses borsel;
- (b) artikels toedraai;
- (c) artikels uitskud;
- (d) artikels volgens kategorieë sorteer maar nie volgens kodemerke, fakture of uitkenningsmerke nie;
- (e) dra, lig, opstapel, laai of aflaai, uitgesonderd deur die gebruik van kragtoerusting;
- (f) etikette met die hand vasheg;
- (g) 'n kleuroplossing gedurende die kleurproses roer;
- (h) massa-meting volgens 'n gestelde skaal of verbruikbare voorraad of onderdele tel;
- (i) 'n masjienbediener help deur artikels aan 'n masjien te voer of daarvan af te neem;
- (j) 'n nie-kragaangedrewe hyser bedien;
- (k) op afleweringvoertuie help;
- (l) persele of voertuie, meubels, gerei, masjinerie of implimente skoonmaak of poleer;
- (m) sakke, bale, kiste of ander houers oop- of toemaak;
- (n) sakke omkeer;
- (o) steenkool skep of vervoer;
- (p) 'n stofsuier of tapytklopper bedien;
- (q) tee of dergelike drankie vir werknemers of vir die werkgewer of sy gaste maak of hulle daarmee bedien;
- (r) tuinmaak;
- (s) 'n voertuig stoot of trek, uitgesonderd met kragtoerusting;
- (t) vullis of as verwyder; (36)

(5) "bedryfsinrigting" 'n perseel of gedeelte daarvan waarop of in verband waarmee een of meer werknemers in die Wassery-, Droogskoonmaak- en Kleurbedryf in diens is; (24)

(6) "bedryfsinrigting met munt- of skyfie-automate" in perseel wat gebruik word ten einde een of meer van die volgende fasiliteite aan persone beskikbaar te stel:

- (a) Was;
- (b) droogskoonmaak;
- (c) pars;
- (d) stryk;
- (e) stoom;
- (f) artikels volgens fatsoen afwerk;
- (g) water uithaal;
- (h) droogmaak;
- (i) tuimel; (15)

(7) "bestuurder" 'n werknemer wat deur sy werkgewer belas is met die algehele—

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

die werksaamhede van 'n bedryfsinrigting, uitgesonderd 'n depot, en die werknemers wat daarin werk; (41)

(8) "bode" 'n werknemer wat briewe of boodskappe aflewer, state vou of in koeverte plaas, koeverte toepak, rubberstempelwerk verrig, korrespondensie of pakkies op die pos doen of pos afhaal; (44)

(9) "deelytse depotassistent" 'n depotassistent wat op 'n weeklikse of maandelikse grondslag vir hoogstens 24 gewone werkure in enige week in diens is; (48)

(10) "deelytse werknemer" 'n vroulike werknemer wat op 'n weeklikse of maandelikse grondslag in diens is vir hoogstens 24 gewone werkure per week en vir wie lone in klousule 3 (1) (b) voorgeskryf word; (49)

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; and further, unless inconsistent with the context—

(1) "artisan" means an employee who is engaged in work normally performed by a skilled artisan, and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act; (2)

(2) "artisan's assistant" means an employee who assists an artisan or a handyman by holding articles or tools or otherwise working with him, other than by the independent use of tools, and who may oil or grease power-driven machines or vehicles; (3)

(3) "boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain and draw the fire in such boiler; (24)

(4) "bulk sorter" means an employee who is engaged in sorting processed and finished articles according to the code mark of the depot, agent or canvasser, but not according to the customer's identification marks; (32)

(5) "calender machine or mangle operator" means an employee who is engaged in feeding articles into or taking articles from a calender machine or mangle or folding such articles and who may start or stop the machine; (23)

(6) "canvasser" means an employee who is engaged in inviting, soliciting or canvassing orders for goods to be laundered, dry cleaned or dyed and who may collect goods for laundering, dry cleaning or dyeing, may quote prices and issue invoices, and may deliver goods to customers and accept payment therefor and issue receipts; (59)

(7) "canvasser, Grade A," means an canvasser who operates from a motor vehicle the unladen mass of which exceeds 450 kg; (60)

(8) "canvasser, Grade B," means a canvasser who operates from a motor vehicle the unladen mass of which does not exceed 450 kg; (61)

(9) "canvasser, Grade C," means a canvasser who operates from any other kind of transport; (62)

(10) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (30)

(11) "chargehand" means an employee who, under the supervision of a foreman, forewoman, supervisor or dyer, is in charge of a group of Grade I or Grade II employees or labourers, or any combination of these classes; (40)

(12) "checker" means an employee who is engaged in verifying articles before or after the cleaning process with customers' lists or the establishment's invoices and who may—

- (a) under the supervision of an invoice clerk, complete invoices and enter prices;
- (b) make copies of the customer's list or the establishment's invoices;
- (c) compile despatch sheets;
- (d) determine and record the mass and quantity of processed articles; (35)

(13) "checker's assistant" means an employee who is engaged in opening up parcels or bundles or articles received and counting out or calling over the pieces for the checker; (36)

(14) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee's work; (25)

(15) "coin or slug-operated establishment" means any premises used for the purpose of making one or more of the following facilities available to persons:

- (a) Laundering;
- (b) dry cleaning;
- (c) pressing;
- (d) ironing;
- (e) steaming;
- (f) finishing to shape of articles;
- (g) water extracting;
- (h) drying;
- (i) tumbling; (6)

(11) "depot" 'n perseel wat deur die werkgewer aangehou word om artikels wat gewas, gestryk, droogskoongemaak of gekleur moet word, te ontvang en sulke artikels na behandeling aan klante terug te besorg; (19)

(12) "depotassistent" 'n werknemer wat, in 'n depot, een of meer van die volgende werksaamhede verrig:

(a) Artikels wat gewas, gestryk, droogskoongemaak of gekleur moet word van klante ontvang en sodanige artikels na die behandeling daarvan aan klante terugbesorg;

(b) boeke van die depot byhou;

(c) geld van klante aanneem;

(d) geld in die bank deponeer;

(e) toesig hou oor kollekteerders; (20)

(13) "drywer van 'n motorvoertuig" 'n werknemer, uitgesonderd 'n werwer, wat 'n motorvoertuig dryf om personeel of goedere te vervoer en wat by die aflewering van goedere betaling daarvoor mag ontvang, en by die toepassing van hierdie woordskrywing omvat die uitdrukking "'n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf; (21)

(14) "eerste ondersoeker" 'n werknemer wat artikels voor of na die skoonmaakproses met die oog op merke of vlekke ondersoek en wat merke of vlekke met 'n droë borsel of met 'n borsel en water mag verwyder; (29)

(15) "fabrieksklerk" 'n werknemer wat een of meer van die volgende pligte verrig:

(a) Besonderhede in verband met rekvisities vir of uitreiking van voorraad of uitrusting aanteken;

(b) die vordering van werk in die fabriek aanteken;

(c) hoeveelhede se massa meet of tel of opteken;

(d) van uitgaande pakkette boekhou of vorms vir kosteberekening of ter boekstaving invul;

(e) werktidperke en ander besonderhede betreffende produksie aanteken; (26)

(16) "faktotum" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting en wat ook kleinere herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (33)

(17) "faktuurklerk" 'n werknemer, uitgesonderd 'n werwer, nasienier of depotassistent, wat op faktuurvorms besonderhede van artikels inskryf en pryse aanteken; (35)

(18) "finale ondersoeker" 'n werknemer wat artikels wat klaar gewas en gestryk, skoongemaak of gekleur is, na voltooiing van al die betrokke prosesse, met die oog op foute of vlekke ondersoek; (27)

(19) "fynstopper" 'n werknemer wat artikels stop of heelmaak deur metodes aan te wend wat daarop bereken is om die oorspronklike stof- en kleurpatroon te herstel of te behou; (34)

(20) "gekwaliifiseerd", met betrekking tot 'n werknemer, dat die ondervinding van 'n werknemer in sy klas hom geregtig maak op die hoogste loonskaal wat vir dié klas voorgeskryf word; omgekeerd beteken "ongekwaliifiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loonskaal geregtig maak nie; (52)

(21) "gewone naaldwerker" 'n werknemer, uitgesonderd 'n heelmaker, wat een of meer van die volgende werksaamhede verrig:

(a) broekomslae vaswerk;

(b) hoedbande en voerings, gordels, gespes, knope of ander vasmakers aanwerk;

(c) kouse of sokkies stop;

(d) lengtes materiaal aanmekeer werk ter voorbereiding vir die kleurproses; (51)

(22) "heelmaker" 'n werknemer, uitgesonderd 'n fynstopper, wat geweeftde of gebreide artikels verander of heelmaak; (43)

(23) "kalandermasjien- of mangelbediener" 'n werknemer wat artikels in 'n kalandermasjien of mangel voer of daarvan afhaal of sodanige artikels vou en wat die masjien mag aan- of afskakel; (5)

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

(25) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier en 'n telefoonskakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (14)

(26) "kleurder" 'n werknemer wat werksaam is by, of toesig hou oor kleur- en bleikwerk en wat besluit oor die aard, soort, meng en aanwending van die kleur- of ander chemiese stowwe wat gebruik moet word; (22)

(27) "kollekteerder" 'n werknemer van wie vereis word om goedere te voet, per trapfiets of met 'n stootkar te haal of af te lewer, of wat 'n werwer of 'n motorvoertuigbestuurder mag vergesel om goedere te haal of af te lewer, en wat ten opsigte daarvan ontvangsbewyse mag uitreik en geld ontvang maar wat nie die voertuig mag bestuur of bestellings mag soek, aanvra of werf nie; (18)

(28) "korttyd" 'n tydelike vermindering van die getal gewone werkers weens 'n slappe in die bedryf, 'n tekort aan grondstowwe of 'n onklaaraking van installasie of masjinerie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (54)

(16) "coin or slug-operated establishment attendant, Grade I" means an employer who is in attendance in a coin or slug-operated establishment and who may be required or permitted to perform one or more of the following operations:

(a) Keeping registers relating to the establishment;

(b) removing money or slugs from coin or slug slots attached to the machines in an establishment and accounting for same;

(c) supervising one or more labourers:

Provided that this class of employee may also be required or permitted to perform any of the operations prescribed for a "coin or slug-operated establishment attendant, Grade II"; (42)

(17) "coin or slug-operated establishment attendant, Grade II" means an employee who is in attendance in a coin or slug-operated establishment and who may be required or permitted to perform one or more of the following operations:

(a) Cleaning the establishment and/or machines;

(b) attending to and/or assisting persons who make use of any of the facilities available in a coin or slug-operated establishment;

(c) accepting money and/or issuing change or slugs; (43)

(18) "collector" means an employee who is required to collect or deliver goods on foot, by pedal cycle or push cart, or who may accompany a canvasser or a driver of a motor vehicle to collect or deliver goods, and who in respect thereof may issue dockets and accept payment, but who may not drive the vehicle or invite, solicit or canvass orders; (27)

(19) "depot" means premises used by the employer for the purpose of receiving articles to be laundered, dry cleaned or dyed and, after processing, for the purpose of re-issuing such articles to customers; (11)

(20) "depot assistant" means an employee who, in a depot, is engaged in one or more of the following operations:

(a) Receiving from customers articles to be laundered, dry cleaned or dyed and re-issuing such articles to customers after processing;

(b) accepting money from customers;

(c) banking of moneys;

(d) keeping of records of the depot;

(e) supervising collectors; (12)

(21) "driver of a motor vehicle" means an employee, other than a canvasser, who is engaged in driving a motor vehicle for the purpose of transporting staff or goods and who on delivering goods may accept payment in respect of such goods, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive; (13)

(22) "dye" means an employee who is engaged in or who supervises the dyeing and bleaching process and who decides on the nature, type, blending and application of the dyes or other chemicals to be used; (26)

(23) "emergency work" means—

(a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft, a breakdown of plant or machinery or because buildings are unfit for use or are in danger of becoming unfit for use, must be done without delay and includes work to be done for ships;

(b) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours; (38)

(24) "establishment" means any premises or part thereof in or in connection with which one or more employees are employed in the Laundry, Dry Cleaning and Dyeing Trade; (5)

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

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

(b) any other class of employee, the total period or periods of employment which an employee has had in his class in the Laundry, Dry Cleaning and Dyeing Trade; (41)

(26) "factory clerk" means an employee who is engaged in one or more of the following duties:

(a) Mass measuring or counting or recording quantities;

(b) recording performance times and other particulars relating to production;

(c) recording the progress of work in the factory;

(d) recording particulars in regard to requisitions for or issues of supplies or equipment;

(e) booking out parcels or completing forms for costing or record purposes; (15)

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

(i) as 'n 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;

(ii) die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; (60)

(30) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (10)

(31) "masjiëbediener" 'n werknemer wat een of meer van die volgende masjiëne bedien, versorg, aanskakel of stopsit, met inbegrip van enige masjiëne wat die werk van twee of meer sodanige masjiëne verrig:

In die wassery- en droogskoonmaakafdelings—

ekstraktors;

tapytskuimwasmasjiëne;

tuumelaars;

wasmasjiëne;

in die kleurafdeling—

alle masjiëne, uitgesonderd persmasjiëne;

en van wie vereis mag word om—

(a) sy masjiëne van masjiëne te olie en te smeer, dryfbande te herstel en kleiner verstellings aan te bring;

(b) die lengte en massa van behandelde artikels vas te stel en aan te teken;

(c) kleurstowwe of ander chemikalieë of bestanddele se massa te bepaal of af te meet;

(d) artikels vir behandeling te klassifiseer; (40)

(32) "massasorteerder" 'n werknemer wat behandelde en afgewerkte artikels sorteer volgens die kodemerk van die depot, agent of werwer, maar nie volgens die uitkenningmerk van die klant nie; (4)

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

(a) Artikels ondersoek en die toestand daarvan op die bedryfsinrigting se faktuur of die klant se lys aanteken en wat artikels vir behandeling mag klassifiseer en artikels by die grootmaat mag tel en die groototaal daarvan aanteken;

(b) klante se uitkenningmerke of op die materiaal self of op bandjies of lussies bedoel vir aanhegting aan die artikel, met die hand of met 'n masjiëne aanbring;

(c) sodanige uitkenningmerke op die bedryfsinrigting se faktuur of die klant se lys aanteken of dit daarmee vergelyk; (42)

(34) "motorvoertuig" 'n kragaangetrewe voertuig wat gebruik word vir die vervoer van goedere, en omvat dit ook 'n voorhaker; (45)

(35) "nasiener" 'n werknemer wat artikels voor of na die skoonmaakproses vergelyk met die klante se lys of die bedryfsinrigting se fakture en wat—

(a) fakture onder toesig van 'n gekwalifiseerde faktuurklerk mag invul en pryse opteken;

(b) afskrifte van die klant se lys of die bedryfsinrigting se fakture maak;

(c) versendingslyste mag opstel;

(d) die massa en hoeveelheid van behandelde artikels mag vasstel en opteken; (12)

(36) "nasiener se assistent" 'n werknemer wat pakkies of bondels ingekome artikels oopmaak en die stukke vir die nasiener uittel of afroep; (13)

(37) "natskoonmaker" 'n werknemer wat artikels met water en seep, 'n seepoepier of seepoplossing deur die gebruik van 'n borsel, lap of spons afwas; (63)

(38) "noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of 'n onklaarmaking van installasie of masjiëre, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, sonder versuim gedoen moet word en omvat dit werk wat vir skepe gedoen moet word;

(b) enige werk in verband met die opknapping of herstel van installasie of masjiëre wat nie gedurende gewone werkure verrig kan word nie; (23)

(39) "onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik. Met dien verstande dat, in die geval van 'n tweewiel- of driewielmotorfiets, bromponie of bromfiets of 'n trapfiets met hulpmotor, die onbelaste massa geag word hoogstens 450 kg te wees; (59)

(27) "final examiner" means an employee who is engaged in examining laundered, cleaned or dyed articles for faults or blemishes after the completion of all the processes involved; (18)

(28) "finishing hand" means an employee, other than a calender machine operator, who is engaged in ironing, pressing or steaming articles to shape after processing, and who may carry out minor adjustments to the machine which he operates; (1)

(29) "first examiner" means an employee who is engaged in examining articles for marks or stains either before or after the cleaning process and who may remove marks or stains with a dry brush or with brush and water; (14)

(30) "foreman" means a male employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties and "forewoman" has a similar meaning; (53)

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

(a) Finishing hand in the dry cleaning section;

(b) final examiner;

(c) mender;

(d) machine operator;

(e) marker;

(f) sorter;

(g) packer;

(h) spotter;

(i) water brusher; (57)

(32) "Grade II employee" means an employee who is engaged in one or more of the following capacities:

(a) Finishing hand in the laundry or dyeing sections;

(b) artisan's assistant;

(c) messenger;

(d) first examiner;

(e) plain sewer;

(f) collector;

(g) calender machine or mangle operator;

(h) bulk sorter;

(i) checker's assistant;

(j) wet cleaner; (58)

(33) "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan; (16)

(34) "invisible mender" means an employee who is engaged in darning or mending articles by applying methods designed to restore or retain the original fabric and colour pattern; (19)

(35) "invoice clerk" means an employee, other than a canvasser, checker or depot assistant, who is engaged in entering and pricing articles on invoices; (17)

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

(a) Assisting on delivery vehicles;

(b) assisting a machine operator by feeding articles into or taking them from a machine;

(c) attaching labels by hand;

(d) brushing articles with a dry brush prior to the cleaning process;

(e) carrying, lifting, stacking, loading or unloading, other than by power-driven device;

(f) cleaning or polishing premises or vehicles, furniture, utensils, machinery or implements;

(g) gardening work;

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

(i) mass and measuring to set scale or counting consumable supplies or spares; (4)

(j) opening or closing bags, bales, boxes or other containers;

(k) operating a non-power-driven hoist;

(l) operating a vacuum-cleaner or a carpet-beater;

(m) pushing or pulling a vehicle, other than by power-driven device;

(n) removing refuse or ashes;

(o) shaking out articles;

(p) shovelling or carting coal;

(q) sorting articles into categories but not according to code marks, invoices or identification marks;

(r) stirring a dye solution during the process of dyeing;

(s) turning pockets out;

(t) wrapping articles;

(40) "onderbaas" 'n werknemer wat onder toesig van 'n voorman, voorvrou, toesighouer of kleurder aan die hoof staan van 'n groep werknemers graad I, graad II of 'n groep arbeiders of enige kombinasie van hierdie klasse werknemers; (11)

(41) "ondervinding" met betrekking tot—

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

(b) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Wassery-, Droogskoonmaak- en Kleurbedryf werksaam was; (25)

(42) "opsigter graad I van 'n bedryfsinrigting met munt- of skyfie-outomate" 'n werknemer wat as opsigter diens doen in 'n bedryfsinrigting met munt- of skyfie-outomate en van wie vereis word of wat toegelaat kan word om een of meer van die volgende werksaamhede te verrig:

(a) Registers byhou in verband met die bedryfsinrigting;

(b) geld of skyfies verwyder uit slotte van munt- of skyfie-outomate in 'n bedryfsinrigting en daarvan rekenskap gee;

(c) toesig hou oor een of meer arbeiders:

Met dien verstande dat van hierdie klas werknemer vereis of wat toegelaat kan word om ook enige werksaamheid wat vir 'n "opsigter graad II van 'n bedryfsinrigting met munt- of skyfie-outomate" voorgeskryf is, te verrig; (16)

(43) "opsigter graad II van 'n bedryfsinrigting met munt- of skyfie-outomate" 'n werknemer wat as opsigter diens doen in 'n bedryfsinrigting met munt- of skyfie-outomate en van wie vereis word of wat toegelaat kan word om een of meer van die volgende werksaamhede te verrig:

(a) Die bedryfsinrigting en/of masjiene skoonmaak;

(b) persone bedien en/of bystaan wat gebruik maak van een of meer van die fasiliteite wat in 'n bedryfsinrigting met munt- of skyfie-outomate beskikbaar gestel word;

(c) geld ontvang en/of kleingeld of skyfies uitreik; (17)

(44) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgever werk en wat langer is as die onderskeie gewone werkure by klousule 5 (1) of (2) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk waarin 'n werknemer wie se gewone werkure by klousule 5 (1) voorgeskryf word, op 'n Sondag vir sy werkgever werk nie; (46)

(45) "plaaslike owerheid" 'n afdelingsraad, stadsraad, munisipale raad, dorpsbestuur, dorpsraad, plaaslike bestuursraad, plaaslike gebiedsraad en enige ander soortgelyke instelling of liggaam wat in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika (Wet 32 van 1961), beoog word en sluit ook 'n Administrasieraad ingestel kragtens artikel 2 van die Wet op die Administrasie van Swart Sake (Wet 45 van 1971) in; (39)

(46) "senior bestuur- of administratiewe werknemer" 'n werknemer wat in opdrag van sy werkgever werk verrig wat verantwoordelikheid meebring vir die neem van besluite van 'n administratiewe aard in die uitvoering van die werksaamhede van 'n bedryfsinrigting; (53)

(47) "sorteerder" 'n werknemer wat artikels ooreenkomstig uitkenningmerke, klante se lysste of die bedryfsinrigting se fakture sorteer of byeenbring en sodanige merke, lysste of fakture mag kontroleer en fakture sorteer; (55)

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

(49) "tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgever werk van 'n tegniese of professionele aard verrig; (58)

(50) "toesighouer" 'n werknemer wat in die droogskoonmaakafdeling van 'n bedryfsinrigting—

(a) beheer of toesig hou oor die werk van die werknemers wat in die droogskoonmaak- of natskoonmaakproses werksaam is;

(b) self werksaam mag wees in die werk waarvoor hy toesig en beheer het;

(c) standaardoplossings mag aanmaak of vlekuihaalmiddels mag uitreik;

(d) verantwoordelik is vir die behandeling wat toegepas word om kolle of vlekke te verwyder; (57)

(51) "verpakker" 'n werknemer wat artikels, met die oog op versending, byeenbring, toedraai en in pakke opmaak; (47)

(52) "vlekuihtaler" 'n werknemer wat kolle of vlekke van artikels verwyder deur middel van standaardoplossings, uitgesonderd seep, seepoplossing of seepoeier, maar wat ook die pligte van 'n "waterborselaar" mag nakom en sy uitrusting mag gebruik; (56)

(37) "Laundry, Dry-cleaning and Dyeing Trade" means the trade in which employers and employees are associated for the purpose of carrying on one or more of the following activities:

(a) Washing, ironing, pressing, cleaning, dyeing or mending articles to the order of customers in an establishment which is registered or liable for registration in terms of the Factories, Machinery and Bulding Work Act, 1941, and includes an establishment in which coin machines or any self-operated or similar automatic washing, dry-cleaning or dyeing machines are made available for use by customers;

(b) using vehicles or conducting depots, whether or not such vehicles are connected with or such depots, form part of or are connected with an establishment in which the activities specified in (a) are performed, for the purpose of canvassing, inviting or taking orders for articles to be washed, ironed, pressed, cleaned, dyed or mended and includes the collecting, receiving or delivering of such articles;

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

(i) a laundry which is operated by an educational institution on behalf of resident pupils or students;

(ii) an establishment which is operated by an hotel for its domestic requirements or those of its guests; (55)

(38) "law" includes the common law; (63)

(39) "local authority" means a divisional council, city council, municipal board, town management board, town board, local management board, local area board and any other similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961), and also includes an administration board established under section 2 of the Administration of Black Affairs Act, 1971 (Act 45 of 1971); (45)

(40) "machine operator" means an employee who operates, attends, starts or stops one or more of the following machines, including any machine which combines the functions of two or more of such machines:

In the laundry and dry-cleaning sections—

washers;

extractors;

tumblers;

carpet shampooing machines;

in the dyeing section—

all machines other than pressing machines;

and who may be required—

(a) to oil and grease his machine or machines, to repair belts and carry out minor adjustments;

(b) to determine and record the length and mass of processed articles;

(c) to weigh or measure out dye-stuffs or other chemicals or ingredients;

(d) to classify articles for processing; (31)

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

(a) supervision over;

(b) responsibility for; and

(c) direction of;

the activities of an establishment, excluding a depot, and the employees engaged therein; (7)

(42) "marker" means an employee who is engaged in one or more of the following operations:

(a) Marking articles by hand or machine with customers' identification marks either on the material itself or on tapes or tabs for attachment to the articles;

(b) entering such markings on or verifying them with the establishment's invoice or the customer's list;

(c) examining the articles and recording the conditions there on the establishment's invoice or the customer's list, and who may classify articles for processing and count articles in bulk and record the total thereof; (33)

(43) "mender" means an employee, other than an invisible mender, who is engaged in altering or mending woven or knitted articles; (22)

(44) "messenger" means an employee who is engaged in delivering letters or messages, folding statements or inserting them in envelopes, sealing envelopes, rubber stamping, mailing correspondence or parcels, or collecting mail; (8)

(45) "motor vehicle" means any power-driven vehicle used for conveying goods and includes a mechanical horse; (34)

(46) "overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 5 (1) or (2), but does not include any period during which an employee whose ordinary hours of work are prescribed in clause 5 (1), works for his employer on a Sunday; (44)

(53) "voorman" 'n manlike werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig en het "voorvrou" 'n ooreenstemmende betekenis; (30)

(54) "wag" 'n werknemer wat 'n perseel of eiendom bewaak; (61)

(55) "Wassery-, Droogskoonmaak- en Kleurbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om een of meer van die volgende werksaamhede te verrig:

(a) Die was, stryk, pers, skoonmaak, kleur of heelmaak van artikels volgens die bestellings van klante in 'n bedryfsinrigting wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of aan registrasie onderworpe is en sluit 'n bedryfsinrigting in waarin muntmasjiene of selfbedienings- of enige soortgelyke outomatiese was-, droogskoonmaak of kleurmajsiene vir gebruik deur klante, beskikbaar gestel word;

(b) die gebruik van voertuie of die bestuur van depots, afgesien daarvan of sodanige voertuie in verband staan met of sodanige depots deel uitmaak van of in verband staan met bedryfsinrigtings waar die aktiwiteite in (a) genoem, uitgeoefen word, met die doel om bestellings vir die was, stryk, pers, skoonmaak, kleur of heelmaak van artikels te werf, aan te vra of op te neem, en omvat die ophaal, ontvangs of aflewering van sodanige artikels; en omvat verder alle werksaamhede wat met enigiens van voornoemde bedrywighede in verband staan of daaruit voortspruit, maar omvat nie—

(i) 'n wassery wat deur 'n opvoedkundige inrigting ten behoeve van inwonende leerlinge of studente aangehou word nie;

(ii) 'n bedryfsinrigting wat deur 'n hotel vir sy huishoudelike behoeftes of dié van sy gaste aangehou word nie; (37)

(56) "Waterborselaar" 'n werknemer wat met seep, 'n seepoplossing of seeppoel deur die gebruik van 'n borsel, sproeier, lap, spons of stoomspuit kolle of vlekke van artikels verwyder; (62)

(57) "werknemer graad I" 'n werknemer wat in een of meer van die volgende hoedanighede diens doen:

(a) Afwerker in die droogskoonmaakafdeling;

(b) finale ondersoeker;

(c) heelmaker;

(d) masjienbediener;

(e) merker;

(f) sorteerder;

(g) verpakker;

(h) vlekuihtaler;

(i) waterborselaar; (31)

(58) "werknemer graad II" 'n werknemer wat in een of meer van die volgende hoedanighede diens doen:

(a) Afwerker in die wassery- of kleurafdeling;

(b) ambagsman se assistent;

(c) bode;

(d) eerste ondersoeker;

(e) gewone naaldwerker;

(f) kalandermasjiën- of mangelbediener;

(g) kollekteerder;

(h) massasorteerder;

(i) nasiener se assistent;

(j) natskoonmaker; (32)

(59) "werwer" 'n werknemer wat bestellings vir die was, stryk, droogskoonmaak of kleur van goedere soek, aanvra of werf en goedere wat gewas, gestryk, droogskoongemaak of gekleur moet word, mag insamel, die prys kwoteer of fakture uitreik, goedere aan klante mag aflewer, betaling ontvang en kwitansies daarvoor gee; (6)

(60) "werwer graad A" 'n werwer wat 'n motorvoertuig met 'n onbelast massa van meer as 450 kg gebruik om sy werk te verrig; (7)

(61) "werwer graad B" 'n werwer wat 'n motorvoertuig met 'n onbelast massa van hoogstens 450 kg gebruik om sy werk te verrig; (8)

(62) "werwer graad C" 'n werwer wat enige ander vervoermiddel gebruik om sy werk te verrig; (9)

(63) "Wet" ook die gemene reg. (38)

3. BESOLDIGING

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

(47) "packer" means an employee who is engaged in assembling, wrapping and parcelling articles for dispatch; (51)

(48) "part-time depot assistant" means a depot assistant who is employed by the week or month for not more than 24 ordinary hours of work in any week; (9)

(49) "part-time employee" means a female employee who is employed by the week or month for not more than 24 ordinary hours of work per week and for whom wages are prescribed in clause 3 (1) (b); (10)

(50) "piece-work" means any system under which an employee's remuneration is based on the quantity or work done; (48)

(51) "plain sewer" means an employee, other than a mender, who is engaged in one or more of the following activities:

(a) Tacking trouser turn-ups;

(b) attaching hat bands and linings, belts, buckles, buttons or other fasteners;

(c) darning hosiery;

(d) sewing lengths of material together in preparation for the dyeing process; (21)

(52) "qualified", with regard to an employee, means that the experience of an employee in his class entitles him to the highest wage scale prescribed for that class; conversely "unqualified" means that his experience in his class does not entitle him to such highest wage scale; (20)

(53) "senior managerial or administrative employee" means an employee who is charged by his employer with the performance of work entailing responsibility for taking decisions of an administrative character in the conduct of the activities of an establishment; (46)

(54) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (28)

(55) "sorter" means an employee who is engaged in sorting or assembling articles according to identification marks, customers' lists or the establishment's invoices and who may check such marks, lists or invoices and sort invoices; (47)

(56) "spotter" means an employee who is engaged in removing spots or stains from articles by means of stock solutions other than soap, soap solution or soap powder but who may also perform the duties and use the equipment of a "water brush"; (52)

(57) "supervisor" means an employee who, in the dry cleaning section of an establishment—

(a) controls or supervises the work of employees engaged in the dry or wet cleaning process;

(b) is responsible for treatment to be applied in removing spots or stains;

(c) may compound stock solutions or issue spot removers;

(d) may himself be engaged in the work which he controls or supervises; (50)

(58) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character; (49)

(59) "unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three-wheeled motor cycle, motor scooter or autocycle or a cycle fitted with an auxiliary engine the unladen mass shall be deemed not to exceed 45 kg; (39)

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

(i) if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;

(ii) the first proviso shall not be construed so as to refer to or include any remuneration which an employee, who is employed on any basis provided for in clause 9, receives over and above the amount which he would have received if he had not been employed on such a basis; (29)

(61) "watchman" means an employee who is engaged in guarding premises or property; (54)

(62) "water brush" means an employee who is engaged in removing spots or stains from articles by means of soap, soap solution or soap powder by the use of a brush, spray, cloth, sponge or steam gun; (56)

(63) "wet cleaner" means an employee who is engaged in washing articles by means of water and soap, a soap powder or soap solution, using a brush, cloth or sponge. (37)

3. REMUNERATION

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

(a) *Werknemers, uitgesonderd los werknemers of deeltydse werknemers:*

	In die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom, Durban, Inanda en Pinetown (met uitsondering van dié gedeeltes van laasgenoemde drie distrikte wat binne 'n straal van 24,14 km vanaf die Hoofposkantoor, Durban, val)		In die landdrosdistrikte Bloemfontein, Kimberley, Klerksdorp, Odendaalsrus, Pietermaritzburg, Virginia en Welkom en die munisipale gebiede van Beacon Bay, Oos-Londen en Witbank		In die landdrosdistrikte Pochefstroom en Worcester en die munisipale gebied van Newcastle		In die munisipale gebiede van Bethlehem, Harrismith, Kroonstad, Ladysmith, Middelburg, Pietersburg en Rustenburg		
	Per week		Per week		Per week		Per week		
	(a)*	(b)*	(a)*	(b)*	(a)*	(b)*	(a)†	(b)†	(c)†
	R	R	R	R	R	R	R	R	R
Ambagsman	89,00	91,00	86,50	89,00	84,00	86,50	64,50	66,50	69,00
Arbeider, man, 18 jaar of ouer	25,00	27,00	23,00	25,00	20,50	22,50	16,00	17,50	19,50
Arbeider, man, onder 18 jaar	18,80	20,30	17,30	18,80	15,40	17,00	12,00	13,20	14,60
Arbeider, vrou	20,00	21,60	18,40	20,00	16,40	18,00	12,80	14,00	15,60
Drywer van 'n motorvoertuig waarvan die onbelaste massa—									
(i) hoogstens 450 kg is	32,00	34,00	31,00	33,00	30,00	32,00	22,00	24,00	26,00
(ii) meer as 450 kg maar hoogstens 2 700 kg is	39,50	41,50	38,50	40,50	37,50	39,50	27,00	29,00	31,00
(iii) meer as 2 700 kg is	47,00	49,00	46,00	48,00	45,00	47,00	32,00	34,00	36,00
Deeltydse depotassistent	31,20	33,70	28,80	31,20	25,60	28,00	20,00	21,80	24,30
Depotassistent—									
gedurende die eerste ses maande ondervinding ..	31,20	33,70	28,80	31,20	25,60	28,20	20,00	21,80	24,40
gedurende die tweede ses maande ondervinding ..	34,40	37,10	31,70	34,40	20,20	31,00	22,00	24,00	26,80
daarna	37,60	40,50	34,60	37,60	30,80	33,80	24,00	26,20	29,20
Fabrieksklerk—									
gedurende die eerste ses maande ondervinding	28,80	31,00	26,50	28,80	23,60	25,90	18,40	20,20	22,40
gedurende die tweede ses maande ondervinding ..	32,10	34,60	29,50	32,10	26,30	28,90	20,50	22,50	25,00
daarna	35,40	38,20	32,50	35,40	29,00	31,90	22,60	24,80	27,60
Faktotum	47,00	49,00	46,00	48,00	45,00	47,00	32,00	34,00	36,00
Faktuurklerk, man—									
gedurende die eerste ses maande ondervinding	33,80	36,60	31,00	33,80	27,70	30,40	21,60	23,60	26,30
gedurende die tweede ses maande ondervinding ..	39,20	42,30	36,00	39,20	32,10	35,20	25,00	27,40	30,50
daarna	44,60	48,00	41,00	44,60	36,50	40,00	28,40	31,20	34,70
Faktuurklerk, vrou—									
gedurende die eerste ses maande ondervinding	29,40	31,80	27,00	29,40	24,00	26,40	18,80	20,50	22,80
gedurende die tweede ses maande ondervinding ..	33,40	36,10	30,70	33,40	27,30	30,00	21,30	23,40	25,90
daarna	37,40	40,40	34,40	37,40	30,60	33,60	23,80	26,30	29,00
Fynstopper—									
gedurende die eerste ses maande ondervinding	30,00	32,50	27,60	30,00	24,60	27,00	19,20	21,00	23,40
gedurende die tweede ses maande ondervinding ..	33,80	36,50	31,80	34,50	29,30	32,00	22,40	24,50	27,30
daarna	37,60	40,50	36,00	39,00	34,00	37,00	25,60	28,00	31,20
Ketelbediener	28,00	30,20	25,80	28,00	23,00	25,20	17,90	19,60	21,80
Klerk, man—									
gedurende die eerste jaar ondervinding	38,08	39,81	36,35	38,08	34,62	36,35	25,85	27,58	29,31
gedurende die tweede jaar ondervinding	43,38	45,23	41,54	43,38	39,69	41,54	29,77	31,62	33,46
gedurende die derde jaar ondervinding	48,69	50,65	46,73	48,69	44,77	46,73	33,69	35,65	37,62
gedurende die vierde jaar ondervinding	54,00	56,08	51,92	54,00	49,85	51,92	37,62	39,69	41,77
gedurende die vyfde jaar ondervinding	59,31	61,50	57,12	59,31	54,92	57,12	41,54	43,73	45,92
daarna	64,62	66,92	62,31	64,62	60,00	62,31	45,46	47,77	50,08
Klerk, vrou—									
gedurende die eerste jaar ondervinding	34,85	36,69	33,23	34,85	31,62	33,23	24,00	25,62	27,00
gedurende die tweede jaar ondervinding	38,60	40,50	36,92	38,60	35,25	36,92	26,89	28,50	29,94
gedurende die derde jaar ondervinding	42,35	44,31	40,62	42,35	38,89	40,62	29,77	31,38	32,89
gedurende die vierde jaar ondervinding	46,10	48,12	44,31	46,10	42,52	44,31	32,65	34,27	35,83
daarna	49,85	51,92	48,00	49,85	46,15	48,00	35,54	37,15	38,77
Kleurder	89,00	91,00	86,50	89,00	84,00	86,50	64,50	66,50	69,00
Opsigter graad I van 'n bedryfsinrigting met munt- of skyfie-outomate—									
gedurende die eerste ses maande ondervinding	29,50	31,80	27,20	29,50	24,20	26,60	18,80	20,60	23,00

	In die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonia, Wonderboom, Durban, Inanda en Pinetown (met uitsondering van die gedeeltes van laasgenoemde drie distrikte wat binne 'n straal van 24,14 km vanaf die Hoofposkantoor, Durban, val)		In die landdrosdistrikte Bloemfontein, Kimberley, Klerksdorp, Odendaarsrus, Pietermaritzburg, Virginia en Welkom en die munisipale gebiede van Beacon Bay, Oos-Londen en Witbank		In die landdrosdistrikte Pochefstroom en Worcester en die munisipale gebied van Newcastle		In die munisipale gebiede van Bethlehem, Harrismith, Kroonstad, Ladysmith, Middelburg, Pietersburg en Rustenburg		
	Per week		Per week		Per week		Per week		
	(a)*	(b)*	(a)*	(b)*	(a)*	(b)*	(a)†	(b)†	(c)†
gedurende die tweede ses maande ondervinding	R 34,00	R 36,70	R 31,30	R 34,00	R 27,90	R 30,60	R 21,70	R 23,80	R 26,50
daarna	38,50	41,60	35,40	38,50	31,60	34,60	24,60	27,00	30,00
Opsigter graad II, man, van 'n bedryfsinrigting met munt- of skyfie-outomate—									
gedurende die eerste ses maande ondervinding	28,00	30,20	25,80	28,00	23,00	25,20	17,90	19,60	21,80
daarna	30,50	33,00	28,00	30,50	25,00	27,50	19,50	21,40	23,80
Opsigter graad II, vrou, van 'n bedryfsinrigting met munt- of skyfie-outomate—									
gedurende die eerste ses maande ondervinding	25,20	27,20	23,20	25,20	20,70	22,70	16,00	17,60	19,60
daarna	27,50	29,70	25,20	27,50	22,50	24,80	17,60	19,30	21,40
Nasiener, man—									
gedurende die eerste ses maande ondervinding	28,50	30,80	26,20	28,50	23,40	25,70	18,20	20,00	22,20
gedurende die tweede ses maande ondervinding	30,50	32,90	28,00	30,50	25,00	27,50	19,50	21,40	23,80
daarna	32,50	35,00	29,80	32,50	26,60	29,30	20,80	22,80	25,40
Nasiener, vrou—									
gedurende die eerste ses maande ondervinding	25,80	27,90	23,80	25,80	21,20	23,20	16,50	18,10	20,20
gedurende die tweede ses maande ondervinding	27,00	29,20	24,90	27,00	22,20	24,30	17,30	19,00	21,10
daarna	28,20	30,50	26,00	28,20	23,20	25,40	18,10	19,90	22,00
Onderbaas—R2 per week meer as die loon in hierdie vasstelling voorgeskryf vir die hoogste betaalde klas werknemer onder sy toesig									
Toesighouer—									
gedurende die eerste jaar ondervinding	37,50	40,00	35,90	38,40	34,40	36,90	26,00	28,00	30,00
gedurende die tweede jaar ondervinding	47,50	50,00	45,60	48,10	43,70	46,20	33,50	35,50	37,50
gedurende die derde jaar ondervinding	57,50	60,00	55,30	57,50	53,00	55,50	41,00	43,00	45,00
daarna	67,50	70,00	65,00	67,50	62,30	64,80	48,50	50,50	52,50
Voorman	92,00	95,00	89,00	92,00	86,00	89,00	67,00	69,00	72,00
Voorvrou	57,00	58,50	55,50	57,00	54,00	55,50	41,50	43,00	44,50
Wag	28,00	30,20	25,80	28,00	23,00	25,20	17,90	19,60	21,80
Werknemer graad I, man—									
gedurende die eerste ses maande ondervinding	27,50	29,70	25,30	27,50	22,60	24,80	17,60	19,30	21,50
daarna	29,00	31,40	26,70	29,00	23,80	26,20	18,60	20,30	22,60
Werknemer graad I, vrou—									
gedurende die eerste ses maande ondervinding	24,70	26,70	22,80	24,70	20,30	22,30	15,80	17,30	19,30
daarna	26,20	28,40	24,20	26,20	21,50	23,60	16,80	18,40	20,50
Werknemer graad II, man	26,20	28,40	24,20	26,20	21,50	23,60	16,80	18,40	20,50
Werknemer graad II, vrou	21,20	23,00	19,60	21,20	17,40	19,20	13,60	14,90	16,60
Werwer, graad A	47,50	49,70	45,40	46,60	43,30	45,40	32,50	34,50	36,50
Werwer, graad B	35,50	37,70	33,90	36,00	32,30	34,30	24,00	26,00	28,00
Werwer, graad C	28,80	31,00	27,40	29,50	26,00	28,00	19,00	21,00	23,00
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie	28,00	30,20	25,80	28,00	23,00	25,20	17,90	19,60	21,80
(b) Deeltydse werknemers:									
Arbeider	13,50	14,50	12,40	13,50	11,00	12,00	8,60	9,50	10,50
Faktuurkierk	27,00	29,00	24,80	27,00	22,00	24,20	17,20	19,00	21,00
Nasiener	21,00	22,60	19,30	21,00	17,20	19,00	13,50	14,80	16,40
Werknemer graad I	18,20	19,70	16,70	18,20	14,90	16,40	11,60	12,70	14,20
Werknemer graad II	14,20	15,40	13,00	14,20	11,60	12,80	9,00	10,00	11,00

* (a) Gedurende die eerste 12 maande nadat hierdie Vasstelling bindend word.

* (b) Daarna.

† (a) Gedurende die eerste 12 maande nadat hierdie Vasstelling bindend word.

† (b) Gedurende die tweede 12 maande nadat hierdie Vasstelling bindend word.

† (c) Daarna.

(a) Employees other than casual employees or part-time employees:

	In the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom, Durban, Inanda and Pinetown (excluding those portions of the latter three Districts that fall within a radius of 24,14 km of the General Post Office, Durban)		In the Magisterial Districts of Bloemfontein, Kimberley, Klerksdorp, Odendaalsrus, Pietermaritzburg, Virginia and Welkom and the municipal areas of Beacon Bay, East London and Witbank		In the Magisterial Districts of Potchefstroom and Worcester and the municipal area of Newcastle		In the municipal areas of Bethlehem, Harrismith, Kroonstad, Ladysmith, Middelburg, Pietersburg and Rustenburg		
	Per week		Per week		Per week		Per week		
	(a)*	(b)*	(a)*	(b)*	(a)*	(b)*	(a)†	(b)†	(c)†
	R	R	R	R	R	R	R	R	R
Artisan.....	89,00	91,00	86,50	89,00	84,00	86,50	64,50	66,50	69,00
Boiler attendant	28,00	30,20	25,80	28,00	23,00	25,20	17,90	19,60	21,80
Canvasser, Grade A	47,50	49,70	45,40	46,60	43,30	45,40	32,50	34,50	36,50
Canvasser, Grade B.....	35,50	37,70	33,90	36,00	32,30	34,30	24,00	26,00	28,00
Canvasser, Grade C.....	28,80	31,00	27,40	29,50	26,00	28,00	19,00	21,00	23,00
Chargehand—R2 per week more than the wage prescribed in this Determination for the highest-paid class of employee under his supervision									
Checker, male—									
during the first six months of experience	28,50	30,80	26,20	28,50	23,40	25,70	18,20	20,00	22,20
during the second six months of experience	30,50	32,90	28,00	30,50	25,00	27,50	19,50	21,40	23,80
thereafter	32,50	35,00	29,80	32,50	26,60	29,30	20,80	22,80	25,40
Checker, female—									
during the first six months of experience	25,80	27,90	23,80	25,80	21,20	23,20	16,50	18,10	20,20
during the second six months of experience	27,00	29,20	24,90	27,00	22,20	24,30	17,30	19,00	21,10
thereafter	28,20	30,50	26,00	28,20	23,20	25,40	18,10	19,90	22,00
Clerk, male—									
during the first year of experience	38,08	39,81	36,35	38,08	34,62	36,35	25,85	27,58	29,31
during the second year of experience	43,38	45,23	41,54	43,38	39,69	41,54	29,77	31,62	33,46
during the third year of experience	48,69	50,65	46,73	48,69	44,77	46,73	33,69	35,65	37,62
during the fourth year of experience	54,00	56,08	51,92	54,00	49,85	51,92	37,62	39,69	41,77
during the fifth year of experience	59,31	61,50	57,12	59,31	54,92	57,12	41,54	43,73	45,92
thereafter	64,62	66,92	62,31	64,62	60,00	62,31	45,46	47,77	50,08
Clerk, female—									
during the first year of experience	34,85	36,69	33,23	34,85	31,62	33,23	24,00	25,62	27,00
during the second year of experience	38,60	40,50	36,92	38,60	35,25	36,92	26,89	28,50	29,94
during the third year of experience	42,35	44,31	40,62	42,35	38,89	40,62	29,77	31,38	32,89
during the fourth year of experience	46,10	48,12	44,31	46,10	42,52	44,31	32,65	34,27	35,83
thereafter	49,85	51,92	48,00	49,85	46,15	48,00	35,54	37,15	38,77
Coin or slug-operated establishment attendant, Grade I—									
during the first six months of experience	29,50	31,80	27,20	29,50	24,20	26,60	18,80	20,60	23,00
during the second six months of experience	34,00	36,70	31,30	34,00	27,90	30,60	21,70	23,80	26,50
thereafter	38,50	41,60	35,40	38,50	31,60	34,60	24,60	27,00	30,00
Coin or slug-operated establishment attendant, Grade II, male—									
during the first six months of experience	28,00	30,20	25,80	28,00	23,00	25,20	17,90	19,60	21,80
thereafter	30,50	33,00	28,00	30,50	25,00	27,50	19,50	21,40	23,80
Coin or slug-operated establishment attendant, Grade II, female—									
during the first six months of experience	25,20	27,20	23,20	25,20	20,70	22,70	16,00	17,60	19,60
thereafter	27,50	29,70	25,20	27,50	22,50	24,80	17,60	19,30	21,40
Depot assistant—									
during the first six months of experience	31,20	33,70	28,80	31,20	25,60	28,20	20,00	21,80	24,40
during the second six months of experience	34,40	37,10	31,70	34,40	28,20	31,00	22,00	24,00	26,80
thereafter	37,60	40,50	34,60	37,60	30,80	33,80	24,00	26,20	29,20
Driver of a motor vehicle with an unladen mass—									
(i) not exceeding 450 kg	32,00	34,00	31,00	33,00	30,00	32,00	22,00	24,00	26,00
(ii) exceeding 450 kg but not exceeding 2 700 kg	39,50	41,50	38,50	40,50	37,50	39,50	27,00	29,00	31,00

	In the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonia, Wonderboom, Durban, Inanda and Pinetown (excluding those portions of the latter three Districts that fall within a radius of 24,14 km of the General Post Office, Durban)		In the Magisterial Districts of Bloemfontein, Kimberley, Klerksdorp, Odendaarsrus, Pietermaritzburg, Virginia and Welkom and the municipal areas of Beacon Bay, East London and Witbank		In the Magisterial Districts of Potchefstroom and Worcester and the municipal area of Newcastle		In the municipal areas of Bethlehem, Harrismith, Kroonstad, Ladysmith, Middelburg, Pietersburg and Rustenburg		
	Per week		Per week		Per week		Per week		
	(a)*	(b)*	(a)*	(b)*	(a)*	(b)*	(a)†	(b)†	(c)†
	R	R	R	R	R	R	R	R	R
(iii) exceeding 2 700 kg.....	47,00	49,00	46,00	48,00	45,00	47,00	32,00	34,00	36,00
Dyer.....	89,00	91,00	86,50	89,00	84,00	86,50	64,50	66,50	69,00
Factory clerk—									
during the first six months of experience.....	28,80	31,00	26,50	28,80	23,60	25,90	18,40	20,20	22,40
during the second six months of experience.....	32,10	34,60	29,50	32,10	26,30	28,90	20,50	22,50	25,00
thereafter.....	35,40	38,20	32,50	35,40	29,00	31,90	22,60	24,80	27,60
Foreman.....	92,00	95,00	89,00	92,00	86,00	89,00	67,00	69,00	72,00
Forewoman.....	57,00	58,50	55,50	57,00	54,00	55,50	41,50	43,00	44,50
Grade I employee, male—									
during the first six months of experience.....	27,50	29,70	25,30	27,50	22,60	24,80	17,60	19,30	21,50
thereafter.....	29,00	31,40	26,70	29,00	23,80	26,20	18,60	20,30	22,60
Grade I employee, female—									
during the first six months of experience.....	24,70	26,70	22,80	24,70	20,30	22,30	15,80	17,30	19,30
thereafter.....	26,20	28,40	24,20	26,20	21,50	23,60	16,80	18,40	20,50
Grade II employee, male.....	26,20	28,40	24,20	26,20	21,50	23,60	16,80	18,40	20,50
Grade II employee, female.....	21,20	23,00	19,60	21,20	17,40	19,20	13,60	14,90	16,60
Handyman.....	47,00	49,00	46,00	48,00	45,00	47,00	32,00	34,00	36,00
Invisible mender—									
during the first six months of experience.....	30,00	32,50	27,60	30,00	24,60	27,00	19,20	21,00	23,40
during the second six months of experience.....	33,80	36,50	31,80	34,50	29,30	32,00	22,40	24,50	27,30
thereafter.....	37,60	40,50	36,00	39,00	34,00	37,00	25,60	28,00	31,20
Invoice clerk, male—									
during the first six months of experience.....	33,80	36,60	31,00	33,80	27,70	30,40	21,60	23,60	26,30
during the second six months of experience.....	39,20	42,30	36,00	39,20	32,10	35,20	25,00	27,40	30,50
thereafter.....	44,60	48,00	41,00	44,60	36,50	40,00	28,40	31,20	34,70
Invoice clerk, female—									
during the first six months of experience.....	29,40	31,80	27,00	29,40	24,00	26,40	18,80	20,50	22,80
during the second six months of experience.....	33,40	36,10	30,70	33,40	27,30	30,00	21,30	23,40	25,90
thereafter.....	37,40	40,40	34,40	37,40	30,60	33,60	23,80	26,30	29,00
Labourer, male, 18 years or older.....	25,00	27,00	23,00	25,00	20,50	22,50	16,00	17,50	19,50
Labourer, male, under 18 years.....	18,80	20,30	17,30	18,80	15,40	17,00	12,00	13,20	14,60
Labourer, female.....	20,00	21,60	18,40	20,00	16,40	18,00	12,80	14,00	15,60
Part-time depot assistant.....	31,20	33,70	28,80	31,20	25,60	28,00	20,00	21,80	24,30
Supervisor—									
during the first year of experience.....	37,50	40,00	35,90	38,40	34,40	36,90	26,00	28,00	30,00
during the second year of experience.....	47,50	50,00	45,60	48,10	43,70	46,20	33,50	35,50	37,50
during the third year of experience.....	57,50	60,00	55,30	57,50	53,00	55,50	41,00	43,00	45,00
thereafter.....	67,50	70,00	65,00	67,50	62,30	64,80	48,50	50,50	52,50
Watchman.....	28,00	30,20	25,80	28,00	23,00	25,20	17,90	19,60	21,80
Employee not specifically mentioned elsewhere in this subclause.....	28,00	30,20	25,80	28,00	23,00	25,20	17,90	19,60	21,80
(b) Part-time employees:									
Checker.....	21,00	22,60	19,30	21,00	17,20	19,00	13,50	14,80	16,40
Invoice clerk.....	27,00	29,00	24,80	27,00	22,00	24,20	17,20	19,00	21,00
Grade I employee.....	18,20	19,70	16,70	18,20	14,90	16,40	11,60	12,70	14,20
Grade II employee.....	14,20	15,40	13,00	14,20	11,60	12,80	9,00	10,00	11,00
Labourer.....	13,50	14,50	12,40	13,50	11,00	12,00	8,60	9,50	10,50

* (a) During the first 12 months after this Determination becomes binding.

† (b) Thereafter.

† (a) During the first 12 months after this Determination becomes binding.

† (b) During the second 12 months after this Determination becomes binding.

† (c) Thereafter.

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

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

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

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

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

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

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

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

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

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

Met dien verstande dat—

(i) hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus;

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

(4) *Loonberekening*.—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat vir so 'n werknemer in enige week voorgeskryf is.

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

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

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

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

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

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers*.—Behoudens klousule 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëlde kovert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

(a) die werkgewer se naam;

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

(c) die getal gewone werkure wat die werknemer gewerk het;

(d) die getal ure wat die werknemer oortyd gewerk het;

(e) die getal ure wat die werknemer op 'n Sondag of 'n openbare vakansiedag in klousule 8 (1) bedoel, gewerk het;

(f) die werknemer se loon;

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

(h) besonderhede van enige bedrag wat afgetrek is;

(i) die werklike bedrag wat aan die werknemer betaal word; en

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

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

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

(2) *Basis of contract*.—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with subclause (3), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 5 or less.

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

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

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

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

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

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

Provided that—

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

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

(4) *Calculation of wages*.—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the ordinary hours of work prescribed for such an employee in any week.

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

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

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

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

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

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees*.—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work or within 15 minutes of ceasing work, on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded, or which shall be accompanied by a statement showing—

(a) the employer's name;

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

(c) the number of ordinary hours of work worked by the employee;

(d) the number of overtime hours worked by the employee;

(e) the number of hours worked by the employee on a Sunday or public holiday referred to in clause 8 (1);

(f) the employee's wage;

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

(h) the details of any deductions made;

(i) the actual amount paid to the employee; and

(j) die tydperk waarvoor die betaling geskied; en sodanige koefert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat—

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

(ii) voornoemde inligting betreffende tyd gewerk nie verstrekkend hoeft te word aan 'n werknemer wat ingevolge kousule 5 (9) (a) van die werkbepalings uitgesluit is nie.

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

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

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

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

(6) *Aftrekkings*.—'n Werkgewer mag sy werknemer geen boetes ople of enige bedrae van sy werknemer se besoldiging aftrek nie:

Met dien verstande dat hy die volgende kan aftrek:

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siekte-, mediese, versekerings-, spaar-, voorsorgs- of pensioen-fonds, of vir ledegelde van vakverenigings;

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

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

(d) wanneer 'n werknemer daartoe instem of daar ingevolge die Swartes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkgewer aan te neem, 'n bedrag van hoogstens—

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

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

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

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

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

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

(i) 'n paaiement op 'n lening wat aan sodanige werknemer toegestaan is vir die verkryging van 'n huis; of

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

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

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

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

(A) in die geval van 'n deeltydse depotassistent of 'n deeltydse werknemer—

(a) 24 in 'n week van Maandag tot en met Saterdag; en

(b) behoudens subparagraaf (a) hiervan, vyf op 'n dag;

(j) the period in respect of which payment is made; and such envelope or container or which these particulars are recorded or such statement shall become the property of the employee: Provided that—

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

(ii) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a).

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

(3) *Premiums*.—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

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

(5) *Board and lodging*.—Save as provided in the Blacks (Urban Areas) consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

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

Provided that he may make the following:

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

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

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

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

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

(e) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction not exceeding the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided that—

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

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

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

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

(i) a payment on a loan granted to such employee to obtain a house; or

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

if the house or hostel is provided through the agency of such organisation, exclusively or partially from funds advanced for this purpose by the Department of Community Development, a building society or a local authority.

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

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

A. in the case of a part-time depot assistant or a part-time employee—

(a) 24 in any week from Monday to Saturday, inclusive; and

(b) subject to subparagraph (a) hereof, five on any day;

(B) in die geval van 'n werwer, 'n drywer van 'n motorvoertuig of 'n kollekteerder—

(a) 48 in 'n week van Maandag tot en met Saterdag; en

(b) behoudens subparagraaf (a) hiervan, 10 op 'n dag;

(C) in die geval van alle ander werknemers—

(a) wat ses dae per week werk—

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

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

(b) wat vyf dae per week werk—

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

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

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

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

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

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

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

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

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

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

(vii) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik persele of passasiersvoertuie skoonmaak, waar sodanige pouse langer as drie uur is, enige tyd wat daardie pouse te bowe gaan, geag word deel van die gewone werkure uit te maak.

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

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

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

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

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

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

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

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

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

(i) sodanige werknemer voor die middag kennis daarvan gegee het; of

(ii) sodanige werknemer van 'n ete van minstens 60c voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of

(iii) sodanige werknemer minstens 60c betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

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

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

(b) in die geval van 'n ander werknemer, 10 uur in 'n week.

B. in the case of a canvasser, a driver of a motor vehicle or a collector—

(a) 48 in any week from Monday to Saturday, inclusive; and

(b) subject to subparagraph (a) hereof, 10 on any day;

C. in the case of any other employee—

(a) who works a six-day week—

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

(ii) subject to subparagraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and one half;

(b) who works a five-day week—

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

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

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

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

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

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

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

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

(v) 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;

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

(vii) in the case of an employee engaged wholly or mainly in cleaning premises or passenger vehicles, where such interval exceeds three hours any period in excess of that interval shall be deemed to form part of the ordinary hours of work.

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

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

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

(a) between 18h00 and 06h00;

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

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

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

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

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

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

(ii) provided such employee with a meal costing at least 60 cents and allowed her sufficient time to have it before she has to commence overtime; or

(iii) paid such employee not less than 60 cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

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

(b) in the case of any other employee, 10 hours in any week.

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

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

(b) in die geval van 'n ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in enige week gewerk.

(9) *Voorbehoudsbepalings.*—(a) Subklousules (1) tot en met (8), is nie van toepassing nie op—

(i) 'n voorman, 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en solank so 'n werknemer gereeld 'n loon ontvang van—

(aa) minstens R600 per maand in die volgende gebiede:

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

Kaaprovinsie.—Die munisipale gebiede van Kimberley, Oos-Londen, Port Elizabeth en Uitenhage;

Natal.—Die landdrostrikte Durban, Inanda, Pinetown (uitgesonderd die gedeeltes van genoemde drie distrikte wat binne 'n straal van 24,14 km vanaf die Hoofposkantoor, Durban val) en Pietermaritzburg;

Oranje-Vrystaat.—Die munisipale gebiede van Bloemfontein, Sasolburg en Welkom;

(ab) minstens R550 per maand in die volgende gebiede—

Transvaal.—Die munisipale gebiede van Middelburg, Pietersburg en Witbank;

Kaaprovinsie.—Die munisipale gebied van Worcester;

Natal.—Die munisipale gebiede van Ladysmith en Newcastle;

Oranje-Vrystaat.—Die munisipale gebiede van Bethlehem, Harrismith, Kroonstad, Odendaalsrus en Virginia;

(ac) minstens R500 per maand in die ander gebiede waarop die Vastelling van toepassing is.

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

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

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

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

(c) Subklousule (4) is nie van toepassing op 'n drywer van 'n motorvoertuig of 'n arbeider wat sodanige drywer op sy rondtes vergesel nie.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooid tydperk van 12 maande diens by hom verlof soos volg toestaan en moet die werknemer sodanige verlof neem:

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

(b) in die geval van enige ander werknemer, 14 agtereenvolgende dae; en moet hy sodanige werknemer ten opsigte van sodanige verlof betaal—

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

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

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

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

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

(ii) die tydperk van verlof nie mag saamval nie met—

(aa) siekteverlof wat ingevolge klousule 7 toegestaan is of afwesigheid van werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b) en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke;

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

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

(b) in the case of any other employee, one and one-third times his ordinary wage in respect of the total period so worked by such employee in any week.

(9) *Savings.*—(a) Subclauses (1) to (8), inclusive, shall not apply to—

(i) a foreman, a senior managerial or administrative employee or a technical or professional employee if and for as long as such employee is in regular receipt of a wage of—

(aa) at least R600 a month in the following areas:

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

Cape Province.—The municipal areas of Kimberley, East London, Port Elizabeth and Uitenhage;

Natal.—The Magisterial Districts of Durban, Inanda, Pinetown (excluding those portions of the said three Districts that fall within a radius of 24,14 km of the General Post Office, Durban) and Pietermaritzburg;

Orange Free State.—The municipal areas of Bloemfontein, Sasolburg and Welkom;

(ab) at least R550 a month in the following areas:

Transvaal.—The municipal areas of Middelburg, Pietersburg and Witbank;

Cape Province.—The municipal area of Worcester;

Natal.—The municipal areas of Ladysmith and Newcastle;

Orange Free State.—The municipal areas of Bethlehem, Harrismith, Kroonstad, Odendaalsrus and Virginia;

(ac) at least R500 a month in the other areas in which the Determination is binding;

(ii) a watchman whose employer grants him a free period of not less than 24 consecutive hours in respect of every week of employment: Provided that—

(aa) the employer makes no deduction from his watchman's wage in respect thereof;

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

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

(c) Subclause (4) shall not apply to a driver of a motor vehicle or to a labourer who accompanies such driver on his rounds.

6. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, and such employee shall take, in respect of each completed period of 12 months of employment with him—

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

(b) in the case of every other employee, 14 consecutive days' leave; and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced;

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

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

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

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

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

(aa) sick leave granted in terms of clause 7 or absence from work owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b) amounting in the aggregate in any year to not more than 10 weeks;

(ab) enige tydperk waarin die werknemer kennisgewing van diensbeëindiging ingevolge klousule 13 uitdien of militêre opleiding of diens kragtens die Verdedigingswet, 1957, ondergaan, tensy die werknemer dit versoek en die werknemer dit versoek en die werknemer skriftelik daartoe instem;

(iii) as—

(a) in die geval van 'n werknemer wat in of in verband met 'n depot in diens is, 'n openbare vakansiedag, of

(b) in die geval van enige ander werknemer, Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag;

binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;

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

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

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

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

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

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

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

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

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

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is, 'n eweredige bedrag kan aftrek: Voorts met dien verstande dat, behoudens klousule 13 (4), 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 13 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of

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

(iii) wat sonder kennisgewing deur sy werkgewer ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is; op geen betaling uit hoofde van hierdie subklousule geregtig is nie.

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof toegestaan is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan was.

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

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

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

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b);

(iii) op las of versoek van sy werkgewer;

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

(c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957:

Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings- of dienstydperk as diens te eis nie, en word diens geag te begin—

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

(ab) any period in which the employee is serving notice of termination of employment in terms of clause 13 or is undergoing military training or service under the Defence Act, 1957, unless the employee so requests and the employer agrees thereto, in writing;

(iii) if—

(a) in the case of an employee employed in or in connection with a depot, a public holiday; or

(b) in the case of any other employee, New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day;

falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

(iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 12 months of employment to which the period of leave relates.

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

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

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

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than—

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

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

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of all the days of occasional leave granted on full pay at the written request of an employee: Provided further that, save as provided in clause 13 (4), an employee—

(i) who leaves his employment without having given and served the notice prescribed in clause 13, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

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

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice, shall not be entitled to any payment by virtue of this subclause.

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

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

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

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

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 7, or owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b);

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

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

(c) any period during which an employee is absent undergoing military training or service in terms of the Defence Act, 1957:

Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service, and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

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

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

(8) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgever vir die doel van jaarlikse verlof, te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting of gedeelte van sy bedryfsinrigting sluit vir 14 agtereenvolgende dae plus alle addisionele dae wat moontlik uit hoofde van die derde voorbehoudsbepaling van subklousule (2) daarby gevoeg moet word.

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

7. SIEKTEVERLOF

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

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

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

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

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

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

(iii) die loon wat aan 'n werknemer wat stukwerk verrig, betaalbaar is ten opsigte van enige tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule, bereken word op grondslag van die beloning wat aan so 'n werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

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

(a) vir langer as drie agtereenvolgende werkdade; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik ná 'n Sondag, of—

(i) in die geval van 'n werknemer wat in of in verband met 'n depot in diens is, enige openbare vakansiedag;

(ii) in die geval van enige ander werknemer, Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag;

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

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

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

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

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

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

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 works a five-day week, not less than 20 work days; and

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

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

(i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work day in respect of each completed month of employment;

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

(iii) the wage payable to an employee who is employed on piece-work for any period of absence on sick leave in terms of this clause shall be calculated on the basis of the remuneration paid to such employee on his last payday immediately preceding such absence.

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

(a) for more than three consecutive work days; or

(b) on the work day immediately preceding or the work day immediately succeeding a Sunday or—

(i) in the case of an employee employed in or in connection with a depot, any public holiday;

(ii) in the case of any other employee, New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day;

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

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

(4) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1);

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

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings- of dienstrydperk as diens te eis nie, en word enige tydperk van diens by dieselfde werkgever onmiddellik voordat hierdie Vasstelling bindend geword het, by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk toegestaan is, geag ingevolge hierdie vasstelling toegestaan te gewees het;

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

(5) Hierdie klousule is nie van toepassing nie—

(a) op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes maak wat minstens gelyk is aan dié wat die werknemer self aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdag, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande wat die werknemer bydraes betaal, verlaag kan word maar tot minstens die aanwaskoers in die eerste voorbehoudsbepaling van subklousule (1) vermeld;

(b) ten opsigte van 'n tydperk van 'n werknemer se ongeskiktheid indien daar by 'n ander wet van 'n werkgever vereis word om die werknemer minstens sy volle loon te betaal.

8. OPENBARE VAKANSIEDAE EN SONDAE

(1) Behoudens klousules 4 (6) en 6 (2), wanneer 'n werknemer wat in of in verband met 'n depot in diens is en nie op 'n openbare vakansiedag werk nie of wanneer 'n openbare vakansiedag op 'n Sondag val en sodanige werknemer werk nie op die Maandag wat onmiddellik op sodanige Sondag volg nie, moet sy werkgever hom minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Behoudens klousules 4 (6) en 6 (2), wanneer 'n werknemer, uitgesonderd 'n werknemer wat in of in verband met 'n depot in diens is, nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk nie of wanneer Nuwejaarsdag, Republiekdag, Geloftedag of Kersdag op 'n Sondag val en sodanige werknemer werk nie op die Maandag wat onmiddellik op sodanige Sondag volg nie, moet sy werkgever hom minstens sy weekloon betaal vir die week waarin so 'n dag val.

(3) Wanneer 'n werknemer wat in of in verband met 'n depot in diens is op 'n openbare vakansiedag werk of wanneer 'n openbare vakansiedag op 'n Sondag val en sodanige werknemer werk op die Maandag wat onmiddellik op sodanige Sondag volg, moet sy werkgever hom, behoudens klousule 4 (6), minstens sy weekloon betaal vir die week waarin sodanige dag val, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat waar daar van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag word dat hy vier uur gewerk het.

(4) Wanneer 'n werknemer, uitgesonderd 'n werknemer wat in of in verband met 'n depot in diens is, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk of wanneer Nuwejaarsdag, Republiekdag, Geloftedag of Kersdag op 'n Sondag val en sodanige werknemer werk op die Maandag wat onmiddellik op sodanige Sondag volg, moet sy werkgever hom, behoudens klousule 4 (6), minstens sy weekloon betaal vir die week waarin sodanige dag val, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat waar daar van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag word dat hy vier uur gewerk het.

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

(a) die werknemer—

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

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

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

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

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

(aa) on leave in terms of clause 6;

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

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

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

(ii) any period during which an employee is absent undergoing military training or service in terms of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service, and any period of employment which an employee has had with the same employer immediately before this Determination became binding shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

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

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

(b) in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages.

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) Subject to clauses 4 (6) and 6 (2), if an employee employed in or in connection with a depot, does not work on a public holiday or when a public holiday falls on a Sunday and such employee does not work on the Monday immediately following such Sunday, his employer shall pay him not less than his weekly wage for the week in which such day falls.

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

(3) Whenever an employee employed in or in connection with a depot works on a public holiday or whenever a public holiday falls on a Sunday, and such employee works on the Monday immediately following such Sunday, his employer shall, save as provided in clause 4 (6), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage for each hour or part of an hour worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day he shall be deemed to have worked for four hours.

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

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

(a) pay the employee—

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

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

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

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

(a) 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkerebepalings uitgesluit is;

(b) 'n los werknemer.

9. STUKWERK EN KOMMISSIEWERK

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

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

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

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

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

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

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

(a) die week- of maandloon aan die werwer betaalbaar, indien sodanige loon hoër is as dié wat by klousule 3 (1) vir so 'n werwer voorgeskryf word, asook die kommissietarief of -tariewe en die voorwaardes waarop hy die reg daarop verkry;

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

(c) die gebied waarin daar van die werwer vereis word of hy toegelaat word om te werk; en

(d) die dag waarop die kommissie op bestellings wat die werkgever voor die beëindiging van die dienskontrak aanvaar het, betaal moet word: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is.

(6) Die bepalinge van die ooreenkoms in subklousule (5) bedoel, mag vir die werwer geldelik nie minder voordelig wees nie as hierdie Vasstelling: Met dien verstande dat die besoldiging van 'n werwer wat kommissiewerk verrig, betaalbaar is op die dag wat in die ooreenkoms bepaal word, en in hierdie opsig is klousule 4 (1) nie op sodanige betaling van toepassing nie.

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

(8) 'n Werkgever of 'n werwer wat voornemens is om 'n ooreenkoms in verband met kommissiewerk op te lê of oor 'n wysiging daarvan te onderhandel, moet van sodanige voorneme skriftelik kennis gee en die termyn van sodanige kennisgewing mag nie korter wees nie as dié wat by klousule 13 vir die beëindiging van die dienskontrak van so 'n werwer vereis word.

10. VERBOD OP INDIENSNEEMING

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

11. GETALVERHOUDING

(1) 'n Werkgever mag nie 'n ongekwalifiseerde nasiener, fynstopper, faktuurklerk of depotassistent in diens neem tensy hy onderskeidelik 'n gekwalifiseerde nasiener, fynstopper, faktuurklerk of depotassistent in sy diens het, en vir elke sodanige gekwalifiseerde werknemer mag hy hoogstens een ongekwalifiseerde werknemer van dieselfde klas in diens neem.

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

(6) The provisions of subclauses (3), (4) and (5) shall not apply to—

(a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a);

(b) a casual employee.

9. PIECE-WORK AND COMMISSION WORK

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

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

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

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

(3) An employer who intends to cancel or amend any piece-work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than 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 not less than the period of notice agreed upon.

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

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

(a) the weekly or monthly wage payable to the canvasser, where such wage is higher than the prescribed in clause 3 (1) for such canvasser, and the rate or rates of the commission and the conditions of entitlement thereto;

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

(c) the area in which the canvasser is required or permitted to work; and

(d) the day of payment of commission in respect of orders accepted by the employer before termination of the contract of employment: Provided that such day of payment shall be not later than the last work day of the month succeeding the month during which employment was terminated.

(6) The terms of the agreement referred to in subclause (5) shall be financially not less favourable to the canvasser than this Determination: Provided that the due date of payment of remuneration to a canvasser on commission work shall be in accordance with the agreement and in this respect clause 4 (1) shall not apply to such payment.

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

(8) An employer or a canvasser, who intends to cancel, or to negotiate for an alteration of an agreement in regard to commission work, shall give written notice of such intention and the period of such notice shall be not less than that required to terminate the contract of employment of such canvasser in terms of clause 13.

10. PROHIBITION OF EMPLOYMENT

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

11. RATIO

(1) An employer shall not employ an unqualified checker, invisible member, invoice clerk or depot assistant unless he has in his employ a qualified checker, invisible member, invoice clerk or depot assistant, respectively, and for each such qualified employee he may employ not more than one unqualified employee of the same class.

(2) By die toepassing van hierdie klousule—

(a) mag 'n werkgever of bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n besondere klas werknemer verrig, geag word 'n gekwalifiseerde werknemer van sodanige klas te wees;

(b) mag 'n werknemer wat die werk van 'n besondere klas werknemer verrig en minstens die loon van 'n gekwalifiseerde werknemer van sodanige klas ontvang, geag word 'n gekwalifiseerde werknemer van sodanige klas te wees.

(3) Hierdie klousule is afsonderlik op elke bedryfsinrigting van toepassing.

12. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgever moet alle uniforms, oorpakke, rubberstewels of ander beskermende kleren wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende kleren bly die eiendom van die werkgever.

13. BEÏNDIGING VAN DIENSKONTRAK

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

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

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

vooraf kennis van die beëindiging van die kontrak gee of 'n werkgever of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgever, na gelang van die geval, te betaal—

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

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

Met dien verstande dat—

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

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

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

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

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

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

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

(ii) daar nie kennis gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b), en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke.

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

14. DIENSSERTIFIKAAT

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

(2) For the purpose of this clause—

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

(b) an employee engaged in performing the work of a particular class of employee and receiving not less than the wage for a qualified employee of such class may be deemed to be a qualified employee of that class.

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

12. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gum boots or other protective clothing which he requires his employee to wear or which by any law he is required to provide for his employee and any such uniform, overall, gum boots or other protective clothing shall remain the property of the employer.

13. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

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

notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than—

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

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

Provided that this shall not affect—

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

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

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

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

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

(3) The notice prescribed in subclause (1) may be given on any work day: Provided that—

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

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7, or owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b) amounting in the aggregate in any year to not more than 10 weeks.

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

14. CERTIFICATE OF SERVICE

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

DIENSSERTIFIKAAT

Ek/ons, (a)
 wat die Wassery-, Droogskoonmaak- en Kleurbedryf beoefen te
 verklaar hierby dat
 in my/ons (a) diens was van die
 dag van 19..... tot die
 dag van 19..... as (b)

By diensbeëindiging was sy/haar (a) loon R.....
 per week/maand (a)

Handtekening van werkgewer of
 gemagtigde verteenwoordiger

Datum

- (a) Skrap wat nie van toepassing is nie.
 (b) Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in
 diens was, bv. klerk, werwer, nasiener.

15. LOGBOEK

(1) 'n Werkgewer moet sy drywer van 'n motorvoertuig, sy werwer,
 graad A, of sy werwer, graad B, voorsien van 'n logboek wat sover doenlik
 die volgende vorm het:

DAGLIKSE LOG

Naam van werkgewer
 Naam van drywer van motorvoertuig of werwer.....
 Datum
 Tyd waarop werk begin het.....
 Tyd waarop werk opgehou het
 Getal ure gewerk
 Etenstye van tot
 Besonderhede omtrent enige ongeluk of vertraging

Handtekening van drywer van
 motorvoertuig of werwer

Datum 19.....

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

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

(*Kennisgewing.*—Kragtens artikel 18 van die Loonwet, 1957, vervang
 die Loonvastelling in die bostaande Bylae Loonvastelling 343, gepubli-
 seer by Goewermentskennisgewing R. 1347 van 4 Augustus 1972, soos
 gewysig by Goewermentskennisgewing R. 1762 van 1 Oktober 1976.)

No. R. 14 2 Januarie 1981

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941

WASSERY-, DROOGSKOONMAAK- EN KLEUR-
 BEDRYF, SEKERE GEBIEDE

Ek, Stephanus Petrus Botha, Minister van Mannekragbe-
 nutting, verklaar hierby kragtens artikel 22 (1) van die Wet
 op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepa-
 lings van die Loonvastelling vir die Wassery-,
 Droogskoonmaak- en Kleurbedryf, Sekere Gebiede, gepu-
 bliseer by Goewermentskennisgewing R. 13 van 2 Januarie
 1981, oor die algemeen vir die werknemers wie se werk-
 ure en besoldiging ten opsigte van oortyd, openbare fees-
 dae en werk op Sondae en openbare feesdae daarby gereël
 word, nie minder gunstig is nie as die desbetreffende bepa-
 lings van genoemde Wet.

S. P. BOTHA, Minister van Mannekragbenutting.

CERTIFICATE OF SERVICE

I/We, (a)
 carrying on business in the Laundry, Dry Cleaning and Dyeing
 Trade at
 hereby certify that
 was employed by me/us (a) from the
 day of 19..... to the
 day of 19..... as (b)

At the termination of employment his/her (a) wage was R.....
 per week/month (a)

Signature of employer or authorised
 representative

Date

- (a) Delete whichever is not applicable.
 (b) State class in which employee was wholly or mainly engaged, e.g.
 clerk, canvasser, checker.

15. LOG-BOOK

(1) An employer shall provide his driver of a motor vehicle his can-
 vasser, Grade A, or his canvasser, Grade B, with a log-book as nearly as
 practicable in the following form:

DAILY LOG

Name of employer
 Name of driver of motor vehicle or canvasser.....
 Date
 Time of starting work.....
 Time of finishing work.....
 Number of hours worked.....
 Meal intervals from.....
 Particulars of any accident or delay.....

Signature of driver or canvasser

Date 19.....

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

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

(*Note.*—In terms of section 18 of the Wage Act, 1957, the Wage Deter-
 mination in the above Schedule supersedes Wage Determination 343, pub-
 lished under Government Notice R. 1347 of 4 August 1972, as amended by
 Government Notice R. 1762 of 1 October 1976.)

No. R. 14 2 January 1981

FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941

LAUNDRY, DRY CLEANING AND DYEING TRADE,
 CERTAIN AREAS

I, Stephanus Petrus Botha, Minister of Manpower Utili-
 sation, hereby in terms of section 22 (1) of the Factories,
 Machinery and Building Work Act, 1941, declare the provi-
 sions of the Wage Determination for the Laundry, Dry
 Cleaning and Dyeing Trade, Certain Areas, published under
 Government Notice R. 13 of 2 January 1981, to be, on
 the whole, not less favourable to the employees whose
 hours of work and remuneration in respect of overtime,
 public holidays and work on Sundays and public holidays
 are regulated thereby, than the relative provisions of the
 said Act.

S. P. BOTHA, Minister of Manpower Utilisation.

THE ONDERSTEPSPOORT JOURNAL OF VETERINARY RESEARCH

Die "Onderstepoort Journal of Veterinary Research" word deur die Staatsdrukker, Pretoria, gedruk en is verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Departement van Landbou-egniese Dienste, Privaatsak X144, Pretoria, 0001, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Hierdie publikasie is 'n voortsetting van die "Reports of the Government Veterinary Bacteriologist of the Transvaal" wat terugdateer tot 1903 en waarvan 18 verskyn het tot 1932. Dit is gevolg deur 40 volumes van die "Onderstepoort Journal". Tans bestaan elke volume uit vier nommers wat teen R2 binnelands en R2,50 buitelands per nommer van bogenoemde adres verkrygbaar is.

Direkteure van laboratoriums ens. wat begerig is om publikasies om te ruil moet in verbinding tree met die Direkteur, Navorsings-instituut vir Veeartsenykunde, Pk. Onderstepoort, 0110, Republiek van Suid-Afrika.

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

THE ONDERSTEPSPOORT JOURNAL OF VETERINARY RESEARCH

The Onderstepoort Journal of Veterinary Research is printed by the Government Printer, Pretoria, and is obtainable from the Director, Division of Agricultural Information, Department of Agricultural Technical Services, Private Bag X144, Pretoria, 0001, to whom all communications should be addressed.

This publication is a continuation of the Reports of the Government Veterinary Bacteriologist of the Transvaal which date back to 1903 and of which 18 have appeared up to 1932. These were followed by 40 volumes of the Onderstepoort Journal. At present each volume comprises four numbers which are obtainable at R2, other countries R2,50 per number from the above address.

Directors of laboratories etc. desiring to exchange publications are invited to communicate with the Director, Veterinary Research Institute, P.O. Onderstepoort, 0110, Republic of South Africa.

Sales tax must accompany inland orders.

PHYTOPHYLACTICA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Entomologie, Dierkundige Plantplae, Nematologie, Plantpatologie, Mikrobiologie, Mikologie, Taksonomiese Studies, Biologie en Beheer. 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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3 1938 75c	3 1965 R3
4 1939 75c	4 1965 R3

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2 1942 75c	
3 1948 75c	Vol. 9 Deel 1 1966 R3
4 1948 75c	2 1967 R3
	3 en 4

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2 1954 R2,50	2 1971 R3
3 1956 R2	3 1971 R3
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3 1938 75c	3 1965 R3
4 1939 75c	4 1965 R3

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2 1942 75c	
3 1948 75c	Vol. 9 Part 1 1966 R3
4 1948 75c	2 1967 R3
	3 and 4

Vol. 5 1950 R3	1969 R6
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Vol. 6 Part 1 1951 R1,50	Vol. 10 Part 1 1969 R3
2 1954 R2,50	2 1971 R3
3 1956 R2	3 1971 R3
4 1957 R2	4 1972 R3

Vol. 7 Part 1 1958 R2	Vol. 11 Part 1 and 2
2 1960 R3	1973 R6
3 1961 R3	3 1974 R3
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