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GOVERNMENT GAZETTE

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VAN DIE REPUBLIEK VAN SUID-AFRIKA

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GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
UTILISATION**

No. R.1037]

[22 May 1981

WAGE ACT, 1957

WAGE DETERMINATION 407

CLOTHING AND KNITTING INDUSTRY,
REPUBLIC OF SOUTH AFRICA

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 Clothing and Knitting Industry, Republic of South Africa 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

(1) This determination shall apply to all employees, other than managers, in the Clothing and Knitting Industry as defined in subclause (2) and to the employers of such employees in the Republic of South Africa excluding the Magisterial District of Malmesbury: Provided that it shall not apply in respect of—

(a) the activities covered by the following wage regulating measures

GOEWERMENSKENNISGEWINGS

**DEPARTEMENT VAN
MANNEKRAGBENUTTING**

No. R.1037]

[22 Mei 1981

LOONWET, 1957

LOONVASSTELLING 407

KLERASIE- EN BREINYWERHEID, REPUBLIEK
VAN SUID-AFRIKA

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 Klerasie- en Breinywerheid, Republiek van Suid-Afrika, gemaak en die tweede Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalinge van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

(1) Hierdie Vasstelling is van toepassing op alle werknemers, uitgesonderd bestuurders, in die Klerasie- en Breinywerheid soos omskryf in subklousule (2) en op die werkgewers van sodanige werknemers in die Republiek van Suid-Afrika, uitgesonderd die landdrostdistrik Malmesbury: Met dien verstande dat dit nie van toepassing is nie ten opsigte van—

(a) die werksaamhede wat gedek word deur die volgende loonreë-

and copy

or any substituting measures in the areas in which they are binding:

- (i) Determination 388—Ladies' Stockings Industry, Certain Areas, published by Government Notice R.268 of 15 February 1980;
 - (ii) the Agreement of the Industrial Council for the Clothing Industry, Natal, published by Government Notice R.46 of 11 January 1980;
 - (iii) the Agreement of the Industrial Council for the Clothing Industry, Cape (Ladies Hosiery Division), published by Government Notice R.57 of 9 January 1976;
 - (iv) the Agreement of the Industrial Council for the Clothing Industry, Cape (Knitting Division), published by Government Notice R.542 of 23 March 1979;
 - (v) the Agreement of the Industrial Council for the Clothing Industry, Cape (Main Agreement), published by Government Notice R.540 of 23 March 1979;
 - (vi) the Agreement of the Industrial Council for the Clothing Industry, Cape (Country Areas Agreement), published by Government Notice R.543 of 23 March 1979;
 - (vii) the Agreement of the Industrial Council for the Clothing Industry, Eastern Province, published by Government Notice R.2005 of 14 September 1979;
 - (viii) the Agreement of the Industrial Council for the Clothing Industry, Orange Free State and Northern Cape, published by Government Notice R.379 of 18 March 1977;
 - (ix) the Agreement of the Industrial Council for the Clothing Industry, Transvaal, published by Government Notice R.2060 of 21 September 1979;
 - (x) the Agreement of the Industrial Council for the Knitting Industry, Transvaal, published by Government Notice R.146 of 25 January 1980;
- (b) the making of stockings, socks, knitted wearing apparel or any other manufacturing activity in respect of which an industrial council mentioned in paragraph (a) is registered in terms of the Industrial Conciliation Act, 1956, in the area for which the council is so registered.
- (2) "Clothing and Knitting Industry" means the industry in which employers and employees are associated in establishments which are registered or liable to registration in terms of the Factories, Machinery and Building Work Act, 1941, for the purpose of making, irrespective of the process or method used in such making, any one or more of the following classes of wearing apparel and includes the knitting of such garments:
- (a) Outer garments, underwear or nightwear;
 - (b) ties;
 - (c) men's or boys' tweed or linen hats or caps;
 - (d) garments made to the order of a Government department, provincial administration, local authority or the South African Railways and Harbours Administration;
 - (e) stockings or socks;
- but does not include—
- (i) the making of garments to the measurement of individual persons;
 - (ii) the making of wearing apparel from furs or pelts;
 - (iii) the making of women's or girls' hats.

2. DEFINITIONS

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

- (i) *artisan* means an employee who is engaged in work normally performed by a skilled artisan (other than minor repairs or adjustments to machinery or installations or minor repairs or renovations to buildings), and for the purposes of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of that Act;
- (ii) *back-winder* means an employee who recovers yarn from a knitted article by winding it back onto a bobbin, comb, magazine or spool;
- (iii) *boiler attendant* means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who makes, maintains or draws the fire in such boiler;
- (iv) *casual employee* means an employee who is employed by the same employer on not more than three days in any week;
- (v) *chopper-out* means an employee in an establishment other than a knitting establishment who is engaged in cutting out gar-

leende maatreëls of enige plaasvervangende maatreëls in die gebiede waarin hulle van krag is:

- (i) Vasstelling 388—Dameskousnywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R.268 van 15 Februarie 1980;
 - (ii) die Nywerheidsraadooreenkoms vir die Klerasiennywerheid, Natal, gepubliseer by Goewermentskennisgewing R.46 van 11 Januarie 1980;
 - (iii) die Nywerheidsraadooreenkoms vir die Klerasiennywerheid, Kaap (Dameskousafdeling), gepubliseer by Goewermentskennisgewing R.57 van 9 Januarie 1976;
 - (iv) die Nywerheidsraadooreenkoms vir die Klerasiennywerheid, Kaap (Brei-afdeling), gepubliseer by Goewermentskennisgewing R.542 van 23 Maart 1979;
 - (v) die Nywerheidsraadooreenkoms vir die Klerasiennywerheid, Kaap, Hoofdooreenkoms, gepubliseer by Goewermentskennisgewing R.540 van 23 Maart 1979;
 - (vi) die Nywerheidsraadooreenkoms vir die Klerasiennywerheid, Kaap (Ooreenkoms vir Plattelandse Gebiede), gepubliseer by Goewermentskennisgewing R.543 van 23 Maart 1979;
 - (vii) die Nywerheidsraadooreenkoms vir die Klerasiennywerheid, Oostelike Provinsie, gepubliseer by Goewermentskennisgewing R.2005 van 14 September 1979;
 - (viii) die Nywerheidsraadooreenkoms vir die Klerasiennywerheid, Oranje-Vrystaat en Noord-Kaapland, gepubliseer by Goewermentskennisgewing R.379 van 18 Maart 1977;
 - (ix) die Nywerheidsraadooreenkoms vir die Klerasiennywerheid, Transvaal, gepubliseer by Goewermentskennisgewing R.2060 van 21 September 1979;
 - (x) die Nywerheidsraadooreenkoms vir die Breiennywerheid, Transvaal, gepubliseer by Goewermentskennisgewing R.146 van 25 Januarie 1980;
- (b) die maak van kouse, sokkies of gebreide klere of enige ander vervaardigingswerkzaamheid ten opsigte waarvan 'n nywerheidsraad in paragraaf (a) genoem, kragtens die Wet op Nywerheidsversoening, 1956, geregistreer is, in die gebied waarvoor die raad aldus geregistreer is.
- (2) „Klerasie- en Breiennywerheid” beteken die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat geregistreer is of aan registrasie onderworpe is ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, met die doel om een of meer van die volgende soorte klere te maak ongeag die proses of metode wat by sodanige maak gevolg word en sluit dit die brei van enige sodanige artikels in:
- (a) Boklere, onderklere of nagklere;
 - (b) dasse;
 - (c) tweed- of linnehoede of -pette vir mans of seuns;
 - (d) klere wat op bestelling van 'n Staatsdepartement, provinsiale administrasie, plaaslike owerheid of die Suid-Afrikaanse Spoorweg- en Hawensadministrasie gemaak word;
 - (e) kouse of sokkies;
- maar omvat nie—
- (i) die maak van klere op maat van individuele persone;
 - (ii) die maak van klere van pelse of velle;
 - (iii) die maak van hoede vir vroue of dogters nie.

2. WOORDOMSKRYWING

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

- (i) *ambagsman* 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word (uitgesonderd kleinere herstelwerk of verstellings aan masjinerie of installasies of kleinere herstelwerk of opknappings aan geboue), en by toepassing van hierdie woordoms krywing 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;
- (ii) *terugdraaier* 'n werknemer wat garing herwin deur 'n brei-stuk uit te rafel en die gare weer op 'n tol, 'n kam, 'n spoelmagasyn of 'n flenstol te draai;
- (iii) *ketelbediener* 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel maak, stook of uithaal;
- (iv) *los werknemer* 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;
- (v) *uitsnyer* 'n werknemer in 'n bedryfsinrigting, uitgesonderd 'n breibedryfsinrigting, wat kledingstukke of dele van kleding-

ments or portions of garments by hand or machine from one or more layers of material that have already been marked;

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

(vii) *Clothing and Knitting Industry* — vide clause 1 (2);

(viii) *commission work* means any system under which a traveller's remuneration is calculated on the value or number of orders submitted by him to and accepted by his employer;

(ix) *colouring mass-measurer* means an employee who, under the supervision of a dyer, mass-measures dye-stuffs or other chemicals;

(x) *cutter or shaper* means an employee in a knitting establishment who is engaged in cutting fronts, backs or sleeves of a fully fashioned garment or trimmings, who makes or cuts attachments, points of necks or armholes or trimmings and who may use a template for this purpose;

(xi) *day* means the period of 24 hours from midnight to midnight;

(xii) *dispatch packer* means an employee who, under the general supervision of a foreman, forewoman or a clerk, is engaged in making up orders or in packing goods for dispatch or delivery;

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

(xiv) *driver* means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving, 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;

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

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

(xvii) *emergency work* means work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft, a breakdown of plant, motor vehicles or machinery or a breakdown or threatened breakdown of buildings, must be done without delay and includes any work in connection with the guarding of premises or property for security reasons during building operations or structural alterations;

(xviii) *establishment* means any premises in or in connection with which one or more employees are employed in the Clothing and Knitting Industry;

(xix) *experience* means in relation to—

- (a) a clerk or a traveller, the total period or periods of employment which an employee has had as a clerk or a traveller, 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 the Clothing and Knitting Industry or bespoke tailoring industry in any capacity other than as a labourer, boiler attendant, dispatch packer, traveller's assistant, driver, security guard or watchman, and includes, in the case of a presser or a general worker engaged in pressing processes, the total period or periods of employment which he has had as a presser or ironer in the laundry or dry cleaning trade;

(xx) *extra heavy motor vehicle* means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 16 000 kg;

(xxi) *finisher* means an employee who is engaged in putting pads or wadding into shoulders of coats, fastening or serging sleeveheads, wadding sleeveheads, felling silk facings already basted into position, making button-holes by hand or felling sleevehead linings by hand;

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

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

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

stukke met die hand of 'n masjien uitsny uit een of meer lae materiaal wat reeds afgemerk is;

(vi) *klerk* 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, magasynman, 'n telefoonskakelbordoperateur en 'n bediener van 'n masjien wat vir boekhou- en rekendoeleindes gebruik word of 'n ponskaartmasjien, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se werk;

(vii) *Klerasie- en Breiwyerheid* kyk klousule 1 (2);

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

(ix) *kleurselmassabepaler* 'n werknemer wat kleurstof of ander chemikalieë onder toesig van 'n kleurder massameet;

(x) *snyer of fasioeneerder* 'n werknemer wat in 'n breibedryfsinrigting die voorpante, agterpante of moue van 'n volgefatioeneerde kledingstuk of tooisel sny, wat hegstukke, punte van halse en mousgate of tooisels merk of sny en wat 'n patroonplaat vir hierdie doel kan gebruik;

(xi) *dag* die tydperk van 24 uur van middernag tot middernag;

(xii) *versendingsverpakker* 'n werknemer wat onder die algemene toesig van 'n voorman, voorvrou of klerk, bestellings opmaak of goedere vir vervoer of aflewering verpak;

(xiii) *trekdraadwerker* 'n werknemer wat gebreide artikels van mekaar skei deur die skeidrade uit te trek;

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

(xv) *kleurder* 'n werknemer wat verantwoordelik is vir en besig is met kleur- of ander afwerkprosesse en wat besluite neem in verband met die aard, massa, vermenging en aanwending van kleurstowwe of ander chemikalieë wat gebruik word;

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

(xvii) *noodwerk* werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal, 'n onklaarraking van installasie, motorvoertuie of masjinerie of weens die feit dat geboue onbruikbaar is of dreig om dit te word, sonder versuim gedoen moet word, en sluit in werk in verband met die bewaking van persele of eiendomme om veiligheidsredes gedurende bouwerksaamhede of strukturele veranderinge;

(xviii) *bedryfsinrigting* 'n perseel waarop of in verband waarmee een of meer werknemers in die Klerasie- en Breiwyerheid in diens is;

(xix) *ondervinding* met betrekking tot—

- (a) 'n klerk of handelsreisiger, die totale tydperk of tydperke wat 'n werknemer as 'n klerk of 'n handelsreisiger onderskeidelik in enige bedryf of in die diens van die Staat werk-saam was;
- (b) enige ander klas werknemer, die totale tydperk of tydperke wat 'n werknemer in die Klerasie- en Breiwyerheid of die nywerheid vir aangemete klere gewerk het in enige ander hoedanigheid as dié van arbeider, ketelbediener, versendingsverpakker, handelsreisiger se assistent, drywer, sekuriteitswag of 'n wag, en omvat dit in die geval van 'n parser of 'n algemene werker wat parswerksaamhede verrig, ook die totale tydperk of tydperke wat hy as parser of stryker in die wassery- of droogskoonmaakbedryf gewerk het;

(xx) *ekstra swaar motorvoertuig* 'n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa meer as 16 000 kg is;

(xxi) *afwerker* 'n werknemer wat stopsel of watte in die skouers van baadjies insit, die moukoppe omkap, watte in die moukoppe sit, sybelegels wat reeds in posisie geryg is, plat vaswerk, knoopsgate met die hand maak of die voering van die moukoppe plat vaswerk;

(xxii) *passer* 'n werknemer in die snykamer wat die buitekant van die kledingstukke met die uitgesnyde voeringe aaneenpas;

(xxiii) *voorman of voorvrou* 'n werknemer wat beheer uitoefen oor die werknemers (uitgesonderd ambagsmanne, klerke en kleurders) in 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer;

(xxiv) *volgefatioeneerde kledingstuk* 'n kledingstuk waarvan die romp of lyf, lyf en moue, of moue, agterpant en voorpant ten volle op 'n breimasjien gefatioeneer word;

(xxv) *general worker* means an employee who is engaged in any one or more of the following operations:

- (a) Fixing machine belts, oiling machines, filling oil cans or similar work or in assisting an artisan;
 - (b) issuing cottons or winding bobbins;
 - (c) folding garments;
 - (d) turning coat-facings out after machining;
 - (e) marking the position of pockets, buttons, button-holes, loops, fasteners, darts, hems or turn-ups;
 - (f) packing garments into boxes or into other suitable wrappings or into bundles prior to their being sent to the dispatch department;
 - (g) turning out or over the edges of collars, facings, bands, cuffs, pockets or flaps whether by hand or machine;
 - (h) pinning shirts or other garments or pinning together portions of garments in preparation for machining;
 - (i) plain sewing;
 - (j) shaping the lapels or collars of jackets or overcoats preparatory to underbasting;
 - (k) marking or trimming the shape of the necks of shirts, underwear or nightwear;
 - (l) sorting out garments or parts of garments;
 - (m) stamping the sizes or identity work numbers on garments or parts of garments;
 - (n) pressing processes, other than those enumerated in the definition of presser;
 - (o) cutting or snipping off threads or removing spots or marks from materials or garments;
 - (p) laying material in one or more thicknesses preparatory to cutting;
 - (q) transferring or stencilling by hand or machine;
- and includes an employee not specifically mentioned in clause 3 (1);

(xxvi) *gross combination mass* means the maximum mass of any combination of a motor vehicle and trailer or trailers and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned;

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

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

(xxix) *heavy motor vehicle* means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 9 000 kg but does not exceed 16 000 kg;

(xxx) *knitting establishment* means an establishment or any section or portion of an establishment in which an employer and his employees are associated for the purpose of making any article of wearing apparel referred to in subparagraphs (a) to (e) of the definition of the Clothing and Knitting Industry in clause 1 (2), by means of a knitting process;

(xxxi) *knitting machine operator* means an employee who operates one or a set of knitting machines, who may change needles, sliders and sinkers and straighten tricks, including chain and card control and running on after press-offs, and who may change patterns and reset the machines, including pattern drum and pattern wheel changing, where no mechanic's assistant is employed;

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

- (a) Cleaning premises or plant, machines, vehicles, tools, utensils or other articles;
- (b) loading or unloading goods;
- (c) carrying, moving or stacking goods;
- (d) carrying messages or garments or parts of garments from one place to another within an establishment;
- (e) opening, closing or strapping cartons or other containers, nailing up packing cases or sewing up or strapping bales or, under the supervision of a dispatch packer or clerk, parceling goods;
- (f) delivering letters, messages or goods on foot or by means of a foot or hand-propelled vehicle;
- (g) making or maintaining fires, or removing refuse or ashes;
- (h) mixing rubber solution;
- (i) preparing or serving tea;
- (j) sorting buttons according to size or colour;
- (k) oiling or greasing vehicles, other than motor vehicles;
- (l) gardening;

(xxxiii) *law* includes the common law;

(xxv) *algemene werker* 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Dryfbande verstel, masjiene olie, oliekanne vul of soortgelyke werk verrig of 'n ambagsman bystaan;
- (b) garing uitreik of spoel opwen;
- (c) kledingstukke opvou;
- (d) baadjiebelegsels na masjiembewerking omkeer;
- (e) die plekke vir sakke, knope, knoopsgate, lissies, sluiters, pylinate, some of omslae merk;
- (f) kledingstukke in dose of ander geskikte houers of in bondels pak voordat dit na die versendingsafdeling deurgestuur word;
- (g) die rand van krae, belegsels, bande, mansjette, sakke of klappe met die hand of 'n masjiene uitkeer of omkeer;
- (h) hemde of ander kledingstukke vasspeld of dele van kledingstukke aanmeakaarspeld vir die doel van masjiembewerking;
- (i) gewone naaldwerk;
- (j) die lapelle of krae van baadjies of jasse of oorjasse fatsoeneer voordat hulle van onder geryg word;
- (k) die halsfatsoen van hemde, onderklere of nagklere afmerk of regknip;
- (l) kledingstukke of dele van kledingstukke sorteer;
- (m) die grootte of werkidentifikasienommers op kledingstukke of dele van kledingstukke stempel;
- (n) ander perswerksaamhede as dié in die woordskrywing van parser vermeld;
- (o) drade afsny of afknip of kolle of merke van kledingstowwe of -stukke verwyder;
- (p) materiaal in een of meer lae lê om uitgesny te word;
- (q) aftrek of sjabloneer met die hand of met 'n masjiene; en omvat dit ook 'n werknemer wat nie in klousule 3 (1) uitdruklik vermeld word nie;

(xxvi) *bruto kombinasie-massa* die maksimum massa van enige kombinasie van 'n motorvoertuig en sleepwa of sleepwaens en die wag soos deur die vervaardiger gespesifiseer of, by afwesigheid van sodanige spesifikasie, soos bepaal deur die betrokke registrasie-owerheid;

(xxvii) *bruto voertuig-massa* die maksimum massa van 'n motorvoertuig en sy wag, soos gespesifiseer deur die vervaardiger of, by afwesigheid van sodanige spesifikasie, soos bepaal deur die betrokke registrasie-owerheid;

(xxviii) *faktootum* 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte in 'n bedryfsinrigting gebruik word, en wat ook kleinere herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie;

(xxix) *swaar motorvoertuig* 'n motorvoertuig waarvan die bruto voertuig-massa of bruto kombinasie-massa meer as 9 000 kg maar minder as 16 000 kg is;

(xxx) *breibedryfsinrigting* 'n bedryfsinrigting of 'n afdeling of 'n gedeelte van 'n bedryfsinrigting waarin 'n werkgewer en sy werknemers met mekaar geassosieer is vir die maak van enige van die klere genoem in subparagrafe (a) tot (e) van die woordskrywing van die Klerasie- en Breinywerheid in klousule 1 (2), deur middel van 'n breiproses;

(xxxi) *breimasjienebediener* 'n werknemer wat 'n breimasjiene of 'n stel breimasjiene bedien, naalde, skuiwers en platene vervang en leigleuwe reguit hou, met inbegrip van ketting- en kaartbeheer, en die masjiene laat stop aan die einde van 'n ry sodat dit nie steke verloor nie, en wat patrone kan verander en die masjiene herinstel, en ook die patroondrom en die patroonwiel kan omruil, waar geen werktuigkundige se assistent in diens is nie;

(xxxii) *arbeider* 'n werknemer wat een of meer van die volgende werksaamhede verrig—

- (a) Persele, installasie, masjiene, voertuie, gereedskap, gerei of ander artikels skoonmaak;
- (b) goedere laai of aflaai;
- (c) goedere dra, versit of opstapel;
- (d) boodskappe of kledingstukke of dele van kledingstukke van een plek na 'n ander plek binne 'n bedryfsinrigting dra;
- (e) kartondose of ander houers oop- of toemaak of bind, negosiekiste toespyker of bale toewerk of bind of, onder die toesig van 'n versendingsverpakker of 'n klerk, goedere in pak-kette opmaak;
- (f) briewe, boodskappe of goedere te voet of met 'n voet- of handaangedrewe voertuig aflewer;
- (g) vure maak of stook, of rommel of as verwyder;
- (h) rubberoplossing meng;
- (i) tee maak of bedien;
- (j) knope volgens grootte of kleur sorteer;
- (k) voertuie, behalwe motorvoertuie, olie of smeer;
- (l) tuinmaak;

(xxxiii) *wet* ook die gemenereg;

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

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

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

(xxxvii) *local authority* means any borough council, city council, divisional council, municipal council, village council, village management board and any similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961);

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

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

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

the activities of an establishment and the employees engaged therein, but does not include an employee who relieves or acts for a manager during his absence;

(xl) *marker-in* means an employee who is engaged in marking or chalking the outline of garments on a layer or layers of material from patterns provided by the employer;

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

(xlii) *mechanical horse* means a motor vehicle designed or adapted to pull other vehicles but not to carry any load other than a trailer or ballast resting on it, but does not include a tractor;

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

(xliv) *medium motor vehicle* means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 3 500 kg but does not exceed 9 000 kg;

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

(xlvii) *motor vehicle* means any self-propelled vehicle and includes a mechanical horse, motor cycle or motor tricycle with an engine capacity exceeding 50 cm³ and a tractor, but does not include a mobile hoist;

(xlvii) *overlocker* means an employee who operates an overlocking machine;

(xlviii) *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), (2) or (3) but does not include any period during which an employee whose ordinary hours of work are prescribed in clause 5 (1) or (3) works for his employer on a Sunday;

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

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

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

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

Tacking permanent turn-ups, tacking waistband linings, sewing on hooks and eyes, tickets or press studs; fastening catch in tops of trousers; sewing on buttons; making and sewing on hangers; felling crutch linings in trousers; felling bottoms or waistband linings; felling neck of vests; fastening edge stays, felling bottoms of linings or seams thereof

(xxxiv) *leerling* 'n werknemer in 'n klas werk waarvoor in klousule 3 lene na gelang van die duur van ondervinding voorgeskryf is en wie se ondervinding hom nie die reg gee op die loon van 'n gekwalifiseerde werknemer van sy klas nie;

(xxxv) *ligte motorvoertuig* 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa nie meer as 3 500 kg is nie;

(xxxvi) *kettelmassienbediener* 'n werknemer wat 'n kettelmassien bedien waarmee die toonpunte van kouse of sokkies gesluit word, dele van volgefattoeneerde kledingstukke aanmekaar geheg word of tooisels aan volgefattoeneerde kledingstukke of dele van kledingstukke geheg word;

(xxxvii) *plaaslike owerheid* 'n stadsraad, afdelingsraad, munisipale raad, dorpsraad, dorpsbestuursraad en enige soortgelyke instelling of liggaam bedoel in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961);

(xxxviii) *masjienwerker* 'n werknemer wat enige werksaamheid met 'n naaimasjien verrig;

(xxxix) *bestuurder* 'n werknemer wat deur sy werkgever belas is met die algehele—

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

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk, maar sluit nie 'n werknemer in wat 'n bestuurder aflos of tydens sy afwesigheid namens hom optree nie;

(xl) *afmerker* 'n werknemer wat op 'n laag of lae materiaal die buitelyne van kledingstukke afmerk of met kryt aanbring van patrone af wat die werkgever verskaf;

(xli) *werktuigkundige* 'n werknemer wat breimasjiene en ander masjiene wat gebruik word vir die brei van klere of dele van klere, onderhou, herstel, herbou of hermonteer en wat ook bedrewe is in die ontwerp en maak van patrone;

(xlii) *voorhaker* 'n motorvoertuig wat ontwerp of aangepas is om ander voertuie te trek en nie om 'n vraag, uitgesonderd 'n sleepwa of ballas wat daarop rus, te dra nie, en sluit dit nie 'n trekker in nie;

(xliii) *werktuigkundige se assistent* 'n werknemer wat, onder toesig van 'n werktuigkundige, kleinere herstelwerk doen aan en in die algemeen masjiene wat gebruik word in verband met die brei van kledingstukke of dele van kledingstukke, uitmekaarhaal en monteer, wat die patrone omruil en die masjiene herinstel, insluitende die omruil van patroondromme en patroonwiele, en van wie vereis kan word om die pligte van 'n breimasjienuitvoerder uit te voer;

(xliv) *medium motorvoertuig* 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is;

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

(xlvii) *motorvoertuig* enige selfgedrewe voertuig en omvat dit ook 'n voorhaker, motorfiets of motordriewiel met 'n silinderinhoud van meer as 50 cm³ en 'n trekker, maar nie 'n mobiele hystoestel nie;

(xlvii) *omkapwerker* 'n werknemer wat 'n omkapmasjiene bedien;

(xlviii) *oortyd* die 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), (2) of (3) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk waarin 'n werknemer wie se gewone werkure by klousule 5 (1) of (3) voorgeskryf word, op 'n Sondag vir sy werkgever werk nie;

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

(l) *nasiener of ondersoeker* 'n werknemer wat vir die keur of nasien van afgewerkte kledingstukke of dele van kledingstukke verantwoordelik is;

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

(lii) *gewone naaldwerk* een of meer van die volgende werksaamhede wat met die hand verrig word:

Permanente omslae op die pypnate vaswerk, broeksbandvoerings ryg, hakies en ogies, etikette of drukknope aanwerk; die hakie bo in broeke vaswerk; knope aanwerk; hangliessies maak en aanwerk; die vorkvoerings van broeke plat vaswerk; die onderkante van voerings van broeksbande plat vaswerk; die hals van onderhemde plat vaswerk; randverstywers vaswerk; onderkante van voerings of some daar-

already basted into position; felling; binding; fastening facings inside that have already been basted in position, and any hand-sewing not elsewhere specified in this clause;

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

(liv) *presser* means an employee who is engaged in pressing finished garments by hand or machine;

(lv) *qualified employee* means an employee who is engaged in an occupation for which in clause 3 wages are prescribed in relation to length of experience and whose experience entitles him to the highest wage rate prescribed for such occupation;

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

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

- (a) Searching persons;
 - (b) supervising or controlling watchmen;
 - (c) controlling or reporting on the movement of persons or vehicles through check-points or gates;
- and who in the performance of his duties—

(aa) is required to read, write and speak at least one of the official languages;

(ab) may be required to perform any or all of the activities prescribed for a watchman;

(lviii) *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;

(lix) *set*—except where it occurs in paragraph (xxxi)—or *team* means a group of employees numbering three or more engaged in performing sectional operations in the making of garments;

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

(lxi) *short-time* means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of supplies, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings;

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

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

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

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

(lxvi) *tractor* means a motor vehicle other than a mechanical horse designed or adapted mainly to pull other vehicles but not to carry any load;

(lxvii) *trailer* means a vehicle which is not self-propelled but designed or adapted to be pulled by a motor vehicle, and includes a semi-trailer;

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

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

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

(lxxi) *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 provision shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over

van wat reeds klaar geryg is, plat vaswerk; omboorsels plat vaswerk; belegsels wat klaar geryg is van binne vaswerk en enige naaldwerk wat met die hand gedoen word wat nie elders in hierdie klousule genoem is nie;

(liii) *vormbedekker of -ontbloter* 'n werknemer wat kouse, sokkies of kledingstukke oor vorms plaas of van die vorms verwyder;

(liv) *parser* 'n werknemer wat afgewerkte kledingstukke met die hand of 'n masjien pars;

(lv) *gekwalifiseerde werknemer* 'n werknemer in 'n klas werk waarvoor in klousule 3 lone na gelang van die duur van ondervinding voorgeskryf is en wie se ondervinding hom die reg gee op die hoogste loon wat vir sodanige klas werk voorgeskryf word;

(lvi) *naatwerker* 'n werknemer wat nate van kouse of sokkies met 'n soommasjien aanmekaar werk;

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

- (a) Persone deursoek;
- (b) toesighou of beheer uitoefen oor wagte;
- (c) die beweging van persone of voertuie deur kontrolepunte of hekke beheer of rapporteer;

en van wie in die uitvoering van sy pligte—

(aa) vereis word om ten minste een van die amptelike tale te lees, skryf en praat;

(ab) vereis kan word om enige van of al die werksaamhede vir 'n wag voorgeskryf, uit te voer;

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

(lix) *groep*—behalwe waar dit in paragraaf (xxxi) voorkom—of *span* 'n drietal of meer werknemers wat seksiewerksaamhede in verband met die maak van kledingstukke verrig;

(lx) *groepleier of spanleier* 'n werknemer wat in 'n groep of span algemeen verantwoordelik is vir die werk wat die werknemers van sodanige groep of span uitvoer;

(lxi) *korttyd* 'n tydelike vermindering van die getal gewone werkure weens 'n slappe in die bedryf, 'n tekort aan voorrade of 'n onklaarraking van masjinerie of installasies of weens die feit dat die geboue onbruikbaar is of dreig om dit te word;

(lxii) *sorteerder of graderder* 'n werknemer wat kouse of sokkies in pare sorteer of graderder volgens lengte en grootte of wat tooisels, materiaal of dele van kledingstukke sorteer;

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

(lxiv) *toesighouer* 'n werknemer wat onder die toesig van 'n voorman of voorvrou oor 'n groep werknemers in 'n bedryfsinrigting of 'n afdeling daarvan toesig hou en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer, en wat oor groep- of spanleiers toesig mag hou;

(lxv) *tegniese of professionele werknemer* 'n werknemer wat in opdrag van sy werkgever werk van 'n tegniese of professionele aard verrig;

(lxvi) *trekker* 'n motorvoertuig, uitgesonderd 'n voorhaker, wat hoofsaaklik ontwerp of aangepas is om ander voertuie te trek maar nie om 'n wag te dra nie;

(lxvii) *sleeppwa* 'n voertuig wat nie selfgedrewe is nie maar wat hoofsaaklik ontwerp of aangepas is om deur 'n motorvoertuig getrek te word, en omvat dit ook 'n leunwa;

(lxviii) *handelsreisiger* 'n werknemer wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting namens sodanige inrigting bestellings vra, werf of soek;

(lxix) *handelsreisiger se assistent* 'n werknemer wat 'n handelsreisiger vergesel en hom met die inpak, uitpak of vertoon van sy monsters of advertensiebiljette help en wat die motorvoertuig kan dryf wat die handelsreisiger in die uitvoering van sy werk gebruik;

(lxx) *opmaker* 'n werknemer wat voerings of tussenvoerings afmerk of sny;

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

- (i) as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;
- (ii) die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9

and above the amount which he would have received had he not been employed on such a basis;

(lxxii) *watchman* means an employee who is engaged in any one or more of the following activities:

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

(b) handling dogs in the performance of any or all of the activities referred to in subparagraph (a);

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

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

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

3. REMUNERATION

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

(a) Employees other than casual employees and set leaders or team leaders.

voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;

(lxxii) *wag* 'n werknemer wat een of meer van die volgende werksaamhede verrig:

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

(b) honde hanteer in die uitvoering van een van of al die werksaamhede in subparagraaf (a) genoem;

(lxxiii) *wasringmaker* 'n werknemer wat wasringe maak vir gebruik op optol- of heroptolmasjiene;

(lxxiv) *optoller* 'n werknemer wat 'n garingoptolmasjien bedien;

(2) Vir die doeleindes van hierdie Vasstelling word 'n werknemer geag in die klas te wees waarin hy uitsluitlik of hoofsaaklik in diens is.

3. BESOLDIGING

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

(a) Werknemers, uitgesonderd los werknemers en groepleiers of spanleiers.

	of Camperdown, Uitenhage and Umzinto			of Mossel Bay, Newcastle and Rustenburg			Harrismith, Klip River and Port Shepstone			In all other areas		
	(A)	(B)	(C)	(A)	(B)	(C)	(A)	(B)	(C)	(A)	(B)	(C)
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Artisan	73,00	75,00	75,00	72,00	74,00	74,00	71,00	73,00	73,00	70,00	72,00	72,00
Boiler attendant, despatch packer, watchman	21,00	24,25	24,25	19,80	23,00	23,00	18,60	21,60	21,60	17,40	20,20	20,20
Clerk, male—												
during the first year of experience	30,00	31,15	31,15	28,85	30,00	30,00	27,69	28,85	28,85	26,54	27,69	27,69
during the second year of experience	35,54	36,92	36,92	34,38	35,77	35,77	33,23	34,62	34,62	32,08	33,46	33,46
during the third year of experience	41,08	42,69	42,69	39,92	41,54	41,54	38,77	40,38	40,38	37,62	39,23	39,23
during the fourth year of experience	46,62	48,46	48,46	45,46	47,31	47,31	41,31	46,15	46,15	43,15	45,00	45,00
thereafter	52,15	54,23	54,23	57,00	53,08	53,08	49,85	51,92	51,92	48,69	50,77	50,77
Clerk, female—												
during the first year of experience	28,85	30,00	31,15	27,69	28,85	30,00	26,54	27,69	28,85	25,38	26,54	27,69
during the second year of experience	31,62	34,15	36,92	30,46	33,00	35,77	29,31	31,85	34,62	28,15	30,69	33,46
during the third year of experience	34,38	38,31	42,69	33,23	37,15	41,54	32,08	36,00	40,38	30,92	34,85	39,23
during the fourth year of experience	36,92	42,46	48,46	35,77	41,31	47,31	34,85	40,15	46,15	33,69	39,00	45,00
thereafter	39,92	46,62	54,23	38,77	45,46	53,08	37,62	44,31	51,92	36,46	43,15	50,77
Driver of—												
a light motor vehicle	26,00	29,00	29,00	24,60	27,50	27,50	23,30	26,00	26,00	21,80	24,00	24,00
a medium motor vehicle	30,00	34,00	34,00	28,00	32,00	32,00	26,50	30,00	30,00	24,50	28,00	28,00
a heavy motor vehicle	34,80	40,00	40,00	32,70	38,00	38,00	30,80	35,80	35,80	28,80	33,30	33,30
an extra heavy motor vehicle	39,00	45,00	45,00	37,00	43,00	43,00	35,00	40,50	40,50	32,50	37,50	37,50
Dyer, Mechanic—												
during the first year of experience	35,77	36,92	36,92	35,54	36,69	36,69	35,31	36,46	36,46	35,08	36,23	36,23
during the second year of experience	45,00	46,38	46,38	44,54	45,92	45,92	44,08	45,46	45,46	43,62	45,00	45,00
during the third year of experience	54,23	55,85	55,85	53,54	55,15	55,15	52,85	54,46	54,46	52,15	53,77	53,77
during the fourth year of experience	63,46	65,31	65,31	62,54	64,38	64,38	61,62	63,46	63,46	60,69	62,54	62,54
thereafter	72,69	74,77	74,77	71,54	73,62	73,62	70,38	72,46	72,46	69,23	71,31	71,31
Foreman, forewoman	71,00	73,00	73,00	70,00	72,00	72,00	69,00	71,00	71,00	68,00	70,00	70,00
General worker—												
during the first six months of experience	15,50	18,30	21,10	14,40	17,20	20,00	13,60	16,20	18,80	12,80	15,15	17,50
during the second six months of experience	17,58	20,38	23,18	16,40	19,20	22,00	15,46	18,06	20,66	14,56	16,91	19,26
thereafter	19,66	22,46	25,26	18,40	21,20	24,00	17,32	19,92	22,52	16,32	18,67	21,02
Knitting machine operator, marker-in, cutter or shaper												
(a) male—												
during the first six months of experience	18,80	21,60	21,60	17,70	20,50	20,50	16,70	19,30	19,30	15,65	18,00	18,00
during the second six months of experience	22,30	25,10	25,10	21,02	23,83	23,82	19,81	22,41	22,41	18,57	20,92	20,92
during the third six months of experience	25,80	28,60	28,60	24,34	27,14	27,14	22,92	25,52	25,52	21,49	23,84	23,84
during the fourth six months of experience	29,30	32,10	32,10	27,66	30,46	30,46	26,03	28,63	28,63	24,41	26,76	26,76
during the fifth six months of experience	32,80	35,60	35,60	30,98	33,78	33,78	29,14	31,74	31,74	27,33	29,68	29,68
during the sixth six months of experience	36,30	39,10	39,10	34,30	37,10	37,10	32,25	34,85	34,85	30,25	32,60	32,60
during the seventh six months of experience	39,80	42,60	42,60	37,62	40,42	40,42	35,36	37,96	37,96	33,17	35,52	35,52
thereafter	43,30	46,10	46,10	41,00	43,80	43,80	38,50	41,10	41,10	36,15	38,50	38,50
(b) female—												
during the first six months of experience	16,00	18,80	21,60	14,90	17,70	20,50	14,10	16,70	19,30	13,30	15,65	18,00
during the second six months of experience	19,50	22,30	25,10	18,22	21,02	23,82	17,21	19,81	22,41	16,22	18,57	20,92
during the third six months of experience	23,00	25,80	28,60	21,54	24,34	27,14	20,32	22,92	25,52	19,14	21,49	23,84
during the fourth six months of experience	26,50	29,30	32,10	24,86	27,66	30,46	23,43	26,03	28,63	22,06	24,41	26,76
during the fifth six months of experience	30,00	32,80	35,60	28,18	30,98	33,78	26,54	29,14	31,74	24,98	27,33	29,68
during the sixth six months of experience	33,50	36,30	39,10	31,50	34,30	37,10	29,65	32,25	34,85	27,90	30,25	32,60
during the seventh six months of experience	37,00	39,80	42,60	34,82	37,62	40,42	32,76	35,36	37,96	30,82	33,17	35,52
thereafter	40,50	43,30	46,10	38,20	41,00	43,80	35,90	38,50	41,10	33,80	36,15	38,50
Labourer, male	18,30	21,10	21,10	17,20	20,00	20,00	16,20	18,80	18,80	15,15	17,50	17,50
Labourer, female	15,50	18,30	21,10	14,40	17,20	20,00	13,60	16,20	18,80	12,80	15,15	17,50

	In die landroosdistrikte Camperdown, Uitenhage en Umzinto			In die landroosdistrikte Mosselbaai, Newcastle en Rustenburg			In die landroosdistrikte Hartswater, Klipfontein en Port Shepstone			In alle ander gebiede		
	(A)	(B)	(C)	(A)	(B)	(C)	(A)	(B)	(C)	(A)	(B)	(C)
Algemene werker— gedurende die eerste ses maande ondervinding	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
gedurende die tweede ses maande ondervinding	15,50	18,30	21,10	14,40	17,20	20,00	13,60	16,20	18,80	12,80	15,15	17,50
daarna	17,58	20,38	23,18	16,40	19,20	22,00	15,46	18,06	20,66	14,56	16,91	19,26
daarna	19,66	22,46	25,26	18,40	21,20	24,00	17,32	19,92	22,52	16,32	18,67	21,02
daarna	73,00	75,00	75,00	72,00	74,00	74,00	71,00	73,00	73,00	70,00	72,00	72,00
daarna	18,30	21,10	21,10	17,20	20,00	20,00	16,20	18,80	18,80	15,15	17,50	17,50
daarna	15,50	18,30	21,10	14,40	17,20	20,00	13,60	16,20	18,80	12,80	15,15	17,50
Arbeider, vrou	15,50	18,30	21,10	14,40	17,20	20,00	13,60	16,20	18,80	12,80	15,15	17,50
Breimassienoperateur, afwerker, snyer of fassoneerder— (a) manlik—	18,80	21,60	21,60	17,70	20,50	20,50	16,70	19,30	19,30	15,65	18,00	18,00
gedurende die eerste ses maande ondervinding	22,30	25,10	25,10	21,02	23,82	23,82	19,81	22,41	22,41	18,57	20,92	20,92
gedurende die tweede ses maande ondervinding	25,80	28,60	28,60	24,34	27,14	27,14	22,92	25,52	25,52	21,49	23,84	23,84
gedurende die derde ses maande ondervinding	29,30	32,10	32,10	27,66	30,46	30,46	26,03	28,63	28,63	24,41	26,76	26,76
gedurende die vierde ses maande ondervinding	32,80	35,60	35,60	30,98	33,78	33,78	29,14	31,74	31,74	27,33	29,68	29,68
gedurende die vyfde ses maande ondervinding	36,30	39,10	39,10	34,30	37,10	37,10	32,25	34,85	34,85	30,25	32,60	32,60
gedurende die sewende ses maande ondervinding	39,80	42,60	42,60	37,62	40,42	40,42	35,36	37,96	37,96	33,17	35,52	35,52
daarna	43,30	46,10	46,10	41,00	43,80	43,80	38,50	41,10	41,10	36,15	38,50	38,50
(b) vrou—	16,00	18,80	21,60	14,90	17,70	20,50	14,10	16,70	19,30	13,30	15,65	18,00
gedurende die eerste ses maande ondervinding	19,50	22,30	25,10	18,22	21,02	23,82	17,21	19,81	22,41	16,22	18,57	20,92
gedurende die tweede ses maande ondervinding	23,00	25,80	28,60	21,54	24,34	27,14	20,32	22,92	25,52	19,14	21,49	23,84
gedurende die derde ses maande ondervinding	26,50	29,30	32,10	24,86	27,66	30,46	23,43	26,03	28,63	22,06	24,41	26,76
gedurende die vierde ses maande ondervinding	30,00	32,80	35,60	28,18	30,98	33,78	26,54	29,14	31,74	24,98	27,33	29,68
gedurende die vyfde ses maande ondervinding	33,50	36,30	39,10	31,50	34,30	37,10	29,65	32,25	34,85	27,90	30,25	32,60
gedurende die sesde ses maande ondervinding	37,00	39,80	42,60	34,82	37,62	40,42	32,76	35,36	37,96	30,82	33,17	35,52
gedurende die sewende ses maande ondervinding	40,50	43,30	46,10	38,20	41,00	43,80	35,90	38,50	41,10	33,80	36,15	38,50
daarna	26,00	29,00	29,00	24,60	27,50	27,50	23,30	26,00	26,00	21,80	24,00	24,00
Deeltyse drywer	26,00	29,00	29,00	24,60	27,50	27,50	23,30	26,00	26,00	21,80	24,00	24,00
Drywer van—	26,00	29,00	29,00	24,60	27,50	27,50	23,30	26,00	26,00	21,80	24,00	24,00
in ligte motorvoertuig	30,00	34,00	34,00	28,00	32,00	32,00	26,50	30,00	30,00	24,50	28,00	28,00
in medium motorvoertuig	34,80	40,00	40,00	32,70	38,00	38,00	30,80	35,80	35,80	28,80	33,30	33,30
in swaar motorvoertuig	39,00	45,00	45,00	37,00	43,00	43,00	35,00	40,50	40,50	32,50	37,50	37,50
in ekstra swaar motorvoertuig	53,31	54,46	54,46	52,15	53,31	53,31	51,00	52,15	52,15	49,85	51,00	51,00
Handelreisiger—	58,15	59,54	59,54	57,00	58,38	58,38	55,85	57,23	57,23	54,69	56,08	56,08
gedurende die eerste jaar ondervinding	63,00	64,62	64,62	61,85	63,46	63,46	60,69	62,31	62,31	59,54	61,15	61,15
gedurende die tweede jaar ondervinding	67,85	69,69	69,69	66,69	68,54	68,54	65,54	67,38	67,38	64,38	66,23	66,23
gedurende die derde jaar ondervinding	72,69	74,77	74,77	71,54	73,62	73,62	70,38	72,46	72,46	69,23	71,31	71,31
gedurende die vierde jaar ondervinding	26,00	29,00	29,00	24,60	27,50	27,50	23,30	26,00	26,00	21,80	24,00	24,00
daarna	21,00	24,25	24,25	19,80	23,00	23,00	18,60	21,60	21,60	17,40	20,20	20,20
Handelreisiger se assistent	30,00	31,15	31,15	28,85	30,00	30,00	27,69	28,85	28,85	26,54	27,69	27,69
Kleefbetreuer, versendingsverpakker, wag	35,54	36,92	36,92	34,38	35,77	35,77	33,23	34,62	34,62	32,08	33,46	33,46
Kleef, man—	46,62	48,46	48,46	45,46	47,31	47,31	44,31	46,15	46,15	43,15	45,00	45,00
gedurende die eerste jaar ondervinding	52,15	54,23	54,23	51,00	53,08	53,08	49,85	51,92	51,92	48,69	50,77	50,77
gedurende die tweede jaar ondervinding	28,85	30,00	30,00	27,69	28,85	28,85	26,54	27,69	27,69	25,38	26,54	26,54
gedurende die derde jaar ondervinding	31,62	34,15	34,15	30,46	33,00	33,00	29,31	31,85	31,85	28,15	30,69	30,69
gedurende die vierde jaar ondervinding	34,38	38,31	38,31	33,23	37,15	37,15	32,08	36,00	36,00	30,92	34,85	34,85

	of Camperdown, Uitenhage and Umzimto			of Mossel Bay, Newcastle and Rustenburg			Harrismith, Klip River and Port Shepstone			In all other areas		
	(A)	(B)	(C)	(A)	(B)	(C)	(A)	(B)	(C)	A)	(B)	(C)
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Machinist, mender, linker, overlocker, presser, chopper-out, trimmer, finisher, fitter-up, colouring mass-measurer, dyer's assistant												
(a) male—												
during the first six months of experience	18,30	21,10	21,10	17,20	20,00	20,00	16,20	18,80	18,80	15,15	17,50	17,50
during the second six months of experience	20,38	23,18	23,18	19,20	22,00	22,00	18,06	20,66	20,66	16,91	19,26	19,26
during the third six months of experience	22,46	25,26	25,26	21,20	24,00	24,00	19,92	22,52	22,52	18,67	21,02	21,02
during the fourth six months of experience	24,54	27,34	27,34	23,20	26,00	26,00	21,78	24,38	24,38	20,43	22,78	22,78
during the fifth six months of experience	26,62	29,42	29,42	25,20	28,00	28,00	23,64	26,24	26,24	22,19	24,54	24,54
during the sixth six months of experience	28,70	31,50	31,50	27,20	30,00	30,00	25,50	28,10	28,10	23,95	26,30	26,30
thereafter	30,80	33,60	33,60	29,20	32,00	32,00	27,40	30,00	30,00	25,75	28,10	28,10
(b) female—												
during the first six months of experience	15,50	18,30	21,10	14,40	17,20	20,00	13,60	16,20	18,80	12,80	15,15	17,50
during the second six months of experience	17,58	20,38	23,18	16,40	19,20	22,00	15,46	18,06	20,66	14,56	16,91	19,26
during the third six months of experience	19,66	22,46	25,26	18,40	21,20	24,00	17,32	19,92	22,52	16,32	18,67	21,02
during the fourth six months of experience	21,74	24,54	27,34	20,40	23,20	26,00	19,18	21,78	24,38	18,08	20,43	22,78
during the fifth six months of experience	23,82	26,62	29,42	22,40	25,20	28,00	21,04	22,64	26,24	19,84	22,19	24,54
during the sixth six months of experience	25,90	28,70	31,50	24,40	27,20	30,00	22,90	25,50	28,10	21,60	23,95	26,30
thereafter	28,00	30,80	33,60	26,40	29,20	32,00	24,80	27,40	30,00	23,40	25,75	28,10
Mechanic's assistant—												
during the first six months of experience	19,00	21,80	21,80	17,90	20,70	20,70	16,90	19,50	19,50	15,80	18,20	18,20
during the second six months of experience	23,30	26,10	26,10	22,00	24,80	24,80	20,70	23,30	23,30	19,30	21,70	21,70
during the third six months of experience	27,60	30,40	30,40	26,10	28,90	28,90	24,50	27,10	27,10	22,80	25,20	25,20
during the fourth six months of experience	31,90	34,70	34,70	30,20	33,00	33,00	28,30	30,90	30,90	26,30	28,70	28,70
during the fifth six months of experience	36,20	39,00	39,00	34,30	37,10	37,10	32,10	34,70	34,70	29,80	32,20	32,20
during the sixth six months of experience	40,50	43,30	43,30	38,40	41,20	41,20	35,90	38,50	38,50	33,30	35,70	35,70
thereafter	44,80	47,60	47,60	42,50	45,30	45,30	39,70	42,30	42,30	36,80	39,20	39,20
Part-time driver	26,00	29,00	29,00	24,60	27,50	27,50	23,30	26,00	26,00	21,80	24,00	24,00
Passer or examiner	33,20	36,20	36,20	31,50	34,50	34,50	29,60	32,40	32,40	27,80	30,30	30,30
Seamer, leader of magazine or comb, sorter, grader, wax ring maker, winder, back-winder, draw-threader or separator, pre- or post-boarder or former, operator of brushing, raising, cropping, dye, drying or hydro-extracting, calendar, slitting, setting or steaming machine (other than a presser)—												
during the first six months of experience	15,50	18,30	21,10	14,40	17,20	20,00	13,60	16,20	18,80	12,80	15,15	17,50
during the second six months of experience	17,58	20,38	23,18	16,40	19,20	22,00	15,46	18,06	20,66	14,56	16,91	19,26
during the third six months of experience	19,66	22,46	25,26	18,40	21,20	24,00	17,32	19,92	22,52	16,32	18,67	21,02
during the fourth six months of experience	21,74	24,54	27,34	20,40	23,20	26,00	19,18	21,78	24,38	18,08	20,43	22,78
thereafter	23,82	26,62	29,42	22,40	25,20	28,00	21,04	22,64	26,24	19,84	22,19	24,54
Security guard	30,80	33,60	33,60	29,20	32,00	32,00	27,40	30,00	30,00	25,75	28,10	28,10
Supervisor, handyman	44,80	47,60	47,60	42,50	45,30	45,30	39,70	42,30	42,30	36,80	39,20	39,20
Traveller—												
during the first year of experience	53,31	54,46	54,46	52,15	53,31	53,31	51,00	52,15	52,15	49,85	51,00	51,00
during the second year of experience	58,15	59,54	59,54	57,00	58,38	58,38	55,85	57,23	57,23	54,69	56,08	56,08
during the third year of experience	63,00	64,62	64,62	61,85	63,46	63,46	60,69	62,31	62,31	59,54	61,15	61,15
during the fourth year of experience	67,85	69,69	69,69	66,69	68,54	68,54	65,54	67,38	67,38	64,38	66,23	66,23
thereafter	72,69	74,77	74,77	71,54	73,62	73,62	70,38	72,46	72,46	69,23	71,31	71,31
Traveller's assistant	26,00	29,00	29,00	24,60	27,50	27,50	23,30	26,00	26,00	21,80	24,00	24,00
Employees not elsewhere in this paragraph specifically mentioned	26,00	29,00	29,00	24,60	27,50	27,50	23,30	26,00	26,00	21,80	24,00	24,00

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

(B) During the second 12 months after this determination becomes binding.

(C) Thereafter.

	In die landroosdistrikte Camperdown, Uitenhage en Umtata			In die landroosdistrikte Mosselbaai, Newcastle en Rustenburg			In die landroosdistrikte Harrismith, Kliprivier en Port Shepstone			In alle ander gebiede		
	(A)	(B)	(C)	(A)	(B)	(C)	(A)	(B)	(C)	(A)	(B)	(C)
gedurende die vierde jaar ondervinding	Per week R 36,92	Per week R 42,46	Per week R 48,46	Per week R 35,77	Per week R 41,31	Per week R 47,31	Per week R 34,85	Per week R 40,15	Per week R 46,15	Per week R 33,69	Per week R 39,00	Per week R 45,00
daarna	39,92	46,62	54,23	38,77	45,46	53,08	37,62	44,31	51,92	36,46	43,15	50,77
Kleurder, werktuigkundige—												
gedurende die eerste jaar ondervinding	35,77	36,92	36,92	35,54	36,69	36,69	35,31	36,46	36,46	35,08	36,23	36,23
gedurende die tweede jaar ondervinding	45,00	46,38	46,38	44,54	45,92	45,92	44,08	45,46	45,46	43,62	45,00	45,00
gedurende die derde jaar ondervinding	54,23	55,85	55,85	53,54	55,15	55,15	52,85	54,46	54,46	52,15	53,77	53,77
gedurende die vierde jaar ondervinding	63,46	65,31	65,31	62,54	64,38	64,38	61,62	63,46	63,46	60,69	62,54	62,54
daarna	72,69	74,77	74,77	71,54	73,62	73,62	70,38	72,46	72,46	69,23	71,31	71,31
Masjienwerker, hersteller, ketelmassjienbediener, omkap- werker, parser, uitsnyer, afwerker, passer, kleurselmas- sienwerker, kleurder se assistent:												
(a) man—												
gedurende die eerste ses maande ondervinding	18,30	21,10	21,10	17,20	20,00	20,00	16,20	18,80	18,80	15,15	17,50	17,50
gedurende die tweede ses maande ondervinding	20,38	23,18	23,18	19,20	22,00	22,00	18,06	20,66	20,66	16,91	19,26	19,26
gedurende die derde ses maande ondervinding	24,46	27,26	27,26	23,20	26,00	26,00	21,78	24,38	24,38	20,43	22,78	22,78
gedurende die vierde ses maande ondervinding	26,62	29,42	29,42	25,20	28,00	28,00	23,64	26,24	26,24	22,19	24,54	24,54
gedurende die vyfde ses maande ondervinding	30,80	33,60	33,60	29,20	32,00	32,00	27,40	30,00	30,00	25,75	28,10	28,10
daarna												
(b) vrou—												
gedurende die eerste ses maande ondervinding	15,50	18,30	18,30	14,40	17,20	17,20	13,60	16,20	16,20	12,80	15,15	15,15
gedurende die tweede ses maande ondervinding	17,58	20,38	20,38	16,40	19,20	19,20	15,46	18,06	18,06	14,56	16,91	16,91
gedurende die derde ses maande ondervinding	19,66	22,46	22,46	18,40	21,20	21,20	17,32	19,92	19,92	16,32	18,67	18,67
gedurende die vierde ses maande ondervinding	21,74	24,54	24,54	20,40	23,20	23,20	19,18	21,78	21,78	18,08	20,43	20,43
gedurende die vyfde ses maande ondervinding	23,82	26,62	26,62	22,40	25,20	25,20	21,04	23,64	23,64	19,84	22,19	22,19
gedurende die sesde ses maande ondervinding	25,90	28,70	28,70	24,40	27,20	27,20	22,90	25,50	25,50	21,60	23,95	23,95
daarna	28,00	30,80	30,80	26,40	29,20	29,20	24,80	27,40	27,40	23,40	25,75	25,75
Naatwerker, laaier van magasyn of kam, sorteerder, gra- deerder, wasingmaker, opdraaier, terugdraaier, trek- draadwerker of skeier, vormbedekker of ontbloter, bediener van 'n borsel-, pluus-, kleedskeer-, kleur-, droog-, wenteldroër-, kalandar, splits-, set- of stoommasjien (uitgesonderd 'n pampasjien)—												
gedurende die eerste ses maande ondervinding	15,50	18,30	18,30	14,40	17,20	17,20	13,60	16,20	16,20	12,80	15,15	15,15
gedurende die tweede ses maande ondervinding	17,58	20,38	20,38	16,40	19,20	19,20	15,46	18,06	18,06	14,56	16,91	16,91
gedurende die derde ses maande ondervinding	19,66	22,46	22,46	18,40	21,20	21,20	17,32	19,92	19,92	16,32	18,67	18,67
gedurende die vierde ses maande ondervinding	21,74	24,54	24,54	20,40	23,20	23,20	19,18	21,78	21,78	18,08	20,43	20,43
gedurende die vyfde ses maande ondervinding	23,82	26,62	26,62	22,40	25,20	25,20	21,04	23,64	23,64	19,84	22,19	22,19
gedurende die sesde ses maande ondervinding	25,90	28,70	28,70	24,40	27,20	27,20	22,90	25,50	25,50	21,60	23,95	23,95
daarna	28,00	30,80	30,80	26,40	29,20	29,20	24,80	27,40	27,40	23,40	25,75	25,75
Nasiener of ondersoeker												
Sekuriteitswag	15,50	18,30	18,30	14,40	17,20	17,20	13,60	16,20	16,20	12,80	15,15	15,15
Toesighouer, faktotum	17,58	20,38	20,38	16,40	19,20	19,20	15,46	18,06	18,06	14,56	16,91	16,91
Voorman, voorvrou	19,66	22,46	22,46	18,40	21,20	21,20	17,32	19,92	19,92	16,32	18,67	18,67
Werktuigkundige se assistent—	21,74	24,54	24,54	20,40	23,20	23,20	19,18	21,78	21,78	18,08	20,43	20,43
gedurende die eerste ses maande ondervinding	23,82	26,62	26,62	22,40	25,20	25,20	21,04	23,64	23,64	19,84	22,19	22,19
gedurende die tweede ses maande ondervinding	25,90	28,70	28,70	24,40	27,20	27,20	22,90	25,50	25,50	21,60	23,95	23,95
gedurende die derde ses maande ondervinding	28,00	30,80	30,80	26,40	29,20	29,20	24,80	27,40	27,40	23,40	25,75	25,75
gedurende die vierde ses maande ondervinding	30,80	33,60	33,60	29,20	32,00	32,00	27,40	30,00	30,00	25,75	28,10	28,10
gedurende die vyfde ses maande ondervinding	33,60	36,40	36,40	32,00	34,80	34,80	30,00	32,80	32,80	28,10	30,90	30,90
gedurende die sesde ses maande ondervinding	36,40	39,20	39,20	34,80	37,60	37,60	32,40	35,20	35,20	30,90	33,70	33,70
daarna	39,20	42,00	42,00	37,60	40,40	40,40	35,20	38,00	38,00	33,30	36,10	36,10
Werknemers nie elders in hierdie paragraaf uitdruklik ver- meld nie.	44,80	47,60	47,60	42,50	45,30	45,30	39,70	42,50	42,50	36,80	39,60	39,60
(A) Gedurende die eerste 12 maande nadat hierdie Vastelling in werking tree.	26,00	29,00	29,00	24,60	27,50	27,50	23,30	26,00	26,00	21,80	24,00	24,00

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

(c) *Casual employees.*—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, 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, and provided further that, where the employer requires a casual employee to work for a period of not more than four consecutive hours on any one day, his wage may be reduced by not more than 50 per cent in respect of that day.

(2) *Basis of contract.*—For the purposes of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (5), 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) and with the definition of "wage" in clause 2, for an employee of his class in the area in which he works, whether he has in that week worked the maximum number or ordinary hours of work applicable to him in terms of clause 5 or less.

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

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

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

- (i) in the case referred to in paragraph (a) not less than the daily wage calculated at the higher rate, and,
- (ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his own work;

Provided that—

- (i) this subclause shall not apply where the difference between classes in terms of subclause (1) is based on experience;
- (ii) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this determination shall be so construed as to preclude an employer from requiring his employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee;
- (iii) for the purposes of this subclause the expression "rising scale", when it relates to any class of employee for which increments are prescribed on the basis of length of experience, shall be deemed to include and terminate with the wage prescribed for a qualified employee of that class

(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 ordinary hours of work which he ordinarily works in a 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 normally works a five-day week;
 - (ii) six, in the case of every other employee.
- (c) The monthly wage of an employee shall be four and one third times his weekly wage.

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

- (a) a traveller who uses his employer's motor transport or who is required to travel by train or any other means of conveyance than his own, his employer shall reimburse him all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purposes of this subclause the cost of overnight garaging of motor transport shall be deemed to be a transport expense;
- (b) a traveller who is required to provide motor transport for the performance of his duties, his employer shall pay him a transport allowance for each kilometre travelled in the performance of his duties of not less than—
 - (i) 15 cents if the engine capacity of the vehicle in which the employee so travelled, does not exceed 1300 cm³;
 - (ii) 19 cents if the engine capacity of such vehicle exceeds 1300 cm³ but not 2500 cm³;

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

(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 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, en voorts met dien verstande dat, waar die werkgewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon ten opsigte van daardie dag met hoogstens 50 per sent 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 die bepalings van klousule 4 (5), moet 'n werknemer vir 'n week minstens die volle e weekloon betaal word wat by subklousule (1), gelees met subklousule (3), en met die woordomskrifing vir „loon” in klousule 2 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 ondervinding berus;
- (ii) tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vastelling só uitgelê mag word dat dit 'n werkgewer belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie;
- (iii) by die toepassing van hierdie subklousule die uitdrukking „stygende loonskaal”, wanneer dit betrekking het op 'n klas werknemer vir wie verhogings voorgeskryf word op die grondslag van lengte van ondervinding, geag word die loon wat vir 'n gekwalifiseerde werknemer van dié klas voorgeskryf word, in te sluit en daarop te eindig.

(4) *Loonberekening.*—

- (a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat hy gewoonlik in 'n week werk.
- (b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—
 - (i) vyf, in die geval van 'n werknemer wat normaalweg vyf dae per week werk;
 - (ii) ses, in die geval van alle ander werknemers.
- (c) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.

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

- (a) 'n handelsreisiger wat van sy werkgewer se motorvervoer gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgewer hom vergoed vir alle redelike uitgawes wat hy in die uitvoering van sy pligte in verband met sodanige vervoer aangegaan het, en by die toepassing van hierdie subklousule word die koste verbonde aan die stalling van 'n motorvoertuig oorag geag 'n vervoeruitgawe te wees;
- (b) 'n handelsreisiger van wie vereis word om 'n motorvoertuig vir die uitvoering van sy pligte te verskaf, moet sy werkgewer hom vir elke kilometer wat hy in die uitvoering van sy pligte afgelê het, 'n vervoertoelae betaal van minstens—
 - (i) 15 sent, waar die silinderinhoud van die voertuig waarmee die werknemer aldus gereis het hoogstens 1 300 cm³ is;
 - (ii) 19 sent, waar die silinderinhoud van sodanige voertuig meer as 1 300 cm³ maar hoogstens 2 500 cm³ is;

(iii) 22 cents if the engine capacity of such vehicle exceeds 2500 cm³.

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

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

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

(ii) pay him a subsistence allowance of not less than R16,00 for each night where such absence extends over one or more nights;

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

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

(ii) pay him a subsistence allowance of not less than R7,00 for each night where such absence extends over one or more nights;

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

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

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

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

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

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

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

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clauses 3 (7) and 6 (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 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 an envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

(a) the employer's name;

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

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

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

(e) the number of hours worked by the employee on a Sunday or a public holiday referred to in clause 8 (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) the period in respect of which payment is made;

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

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

(iii) 22 sent waar die silinderinhoud van sodanige voertuig meer as 2 500 cm³ is.

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

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

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

(ii) moet sy werkgever hom 'n onderhoudstoelae van minstens R16,00 vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;

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

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

(ii) moet sy werkgever hom 'n onderhoudstoelae van minstens R7,00 vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;

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

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

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

(i) in die geval van 'n eis ingevolge subklousule (5) (a), die soort vervoer en die vervoerkoste of die aard van alle ander uitgawes waarvoor hy vergoeding eis;

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

(iii) in die geval van 'n eis ingevolge subklousule (6), die tyd waarop elke tydperk van afwesigheid begin en geëindig het, en ten einde aan so 'n vereiste te kan voldoen, moet sy werkgever, voordat sodanige reis deur sodanige handelsreisiger onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word: Met dien verstande dat, in geval van 'n werknemer wat nie kan lees of skryf nie, sy werkgever moet toesien dat hy gehelp word met die opstel van sy eis.

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepalinge van klousules 3 (7) en 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, 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 koevert of houer wees waarop, of wat vergesel moet gaan van 'n staat waarop, gemeld word—

(a) die werkgever se naam;

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

(h) besonderhede van enige bedrag wat afgetrek is;

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

(j) die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer waarop hierdie inligting 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 werkgever wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;

- (ii) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (10) (a);
- (2) *Casual employees.*—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment, but at least once a week.
- (3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.
- (4) *Purchase of goods.*—An employer shall not require his employee to purchase any goods from him or from any shop, place or person nominated by him.
- (5) *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:
- With the written consent of his employee, a deduction for any holiday, sick, medical, insurance, savings, provident or pension fund or for subscriptions to a trade union;
 - 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;
 - a deduction of any amount which an employer is by law or order of any competent court required or permitted to make;
 - a deduction of an amount not exceeding 20 cents in respect of each meal supplied by an employer to his employee: Provided that such deduction shall not exceed R1,00 in any week;
 - 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—
 - 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;
 - no deduction shall be made in the case of short-time arising out of lackness of trade or shortage of supplies, unless the employer has given his employee notice on the previous work-day of his intention to reduce the ordinary hours of work;*
 - 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;
 - with the written consent of an employee, a deduction of any amount which the employer has paid or has undertaken to pay to—
 - any banking institution, building society, insurance business, local authority or registered financial institution in respect of a payment on a loan granted to such employee to acquire a dwelling; or
 - any other organisation or body in respect of a payment on a loan granted to such employee to acquire a dwelling or in respect of the rent of a dwelling or for accommodation in a hostel occupied by such employee, if such dwelling or hostel has been provided through the instrumentality of such other organisation or body wholly or partially from funds advanced for that purpose by the State, 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, security guard or watchman, to work more ordinary hours of work than—
- in the case of an employee who works a six-day week—
 - 45 in any week from Monday to Saturday, inclusive; and
 - subject to subparagraph (i), 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;
 - in the case of an employee who works a five-day week—
 - 45 in any week from Monday to Friday, inclusive; and
 - subject to subparagraph (i), nine on any day.
- (2) An employer shall not require or permit a casual employee to work more ordinary hours of work than eight and one-half on any day.
- (3) An employer shall not require or permit a security guard or a watchman to work more ordinary hours of work than—
- 72 in any week from Monday to Saturday, inclusive; and
 - subject to paragraph (a), 12 on any day.

- (ii) voornoemde inligting betreffende tyd gewerk nie verstrek hoef te word aan 'n werknemer wat ingevolge klousule 5 (10) (a) van die werkurebepalings uitgesluit is nie.
- (2) *Los werknemer.*—'n Werkgever moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal, maar minstens een keer per week.
- (3) *Premies.*—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgever betaal of deur hom aangeneem word nie.
- (4) *Koop van goedere.*—'n Werkgever mag nie van sy werknemer vereis om goedere van hom of van enige winkel, plek of persoon deur hom aangewys, te koop nie.
- (5) *Afekkings.*—'n Werkgever 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:
- Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, sieke-, mediese, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledegelde van vakverenigings;
 - behoudens andersluidende bepalinge in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
 - enige bedrag wat 'n werkgever regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;
 - 'n bedrag van hoogstens 20 sent ten opsigte van elke ete deur 'n werkgever aan sy werknemer verskaf: Met dien verstande dat so 'n aftrekking hoogstens R1,00 in 'n week mag wees;
 - wanneer die gewone werkure by klousule 5 voorgeskryf, weens korttyd verminder word, 'n bedrag van hoogstens die werknemer (uitgesonderd 'n los werknemer) se uurloon vir elke uur van sodanige vermindering: Met dien verstande dat—
 - sodanige aftrekking hoogstens een derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;
 - geen aftrekking ten opsigte van korttyd wat deur 'n slapte in die bedryf of 'n tekort aan voorrade ontstaan, geskied nie tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
 - geen aftrekking ten opsigte van korttyd geskied vir die eerste uur waarin daar nie gewerk word nie weens 'n onklaarraking van masjinerie of installasie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;
 - met die skriftelike toestemming van 'n werknemer, enige bedrag wat die werkgever betaal het of onderneem het om te betaal aan—
 - 'n bankinstelling, bouvereniging, versekeringsmaatskappy, plaaslike owerheid of geregistreerde finansiële instelling aan die betaling van 'n lening wat aan 'n werknemer toegestaan is om 'n woonplek te bekom;
 - enige ander organisasie of liggaam ten opsigte van 'n lening wat aan sodanige werknemer toegestaan is om daarmee 'n woonplek te bekom of ten opsigte van die huur van 'n woonplek of huisvesting in 'n tehuis wat die werknemer bewoon, indien sodanige woonplek of tehuis deur sodanige ander organisasie of liggaam verskaf word in geheel of gedeeltelik van fondse wat vir daardie doel voorgeskiet is deur die Staat, 'n bouvereniging of 'n plaaslike owerheid.

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

- (1) *Gewone werkure.*—'n Werkgever mag nie van 'n werknemer, uitgesonderd 'n los werknemer, 'n sekuriteitswag of 'n wag, vereis of hom toelaat om meer gewone werkure te werk nie as—
- in die geval van 'n werknemer wat ses dae per week werk—
 - vyf-en-veertig in 'n week van Maandag tot en met Saterdag; en
 - behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigen van die ander dae tot agt en 'n half verleng kan word;
 - in die geval van 'n werknemer wat vyf dae per week werk—
 - vyf-en-veertig in 'n week van Maandag tot en met Vrydag; en
 - behoudens subparagraaf (i), nege op 'n dag.
- (2) 'n Werkgever mag nie van 'n los werknemer vereis of hom toelaat om meer gewone werkure as agt en 'n half op 'n dag te werk nie.
- (3) 'n Werkgever mag nie van 'n sekuriteitswag of 'n wag vereis of hom toelaat om meer gewone werkure te werk nie as—
- 72 in 'n week van Maandag tot en met Saterdag; en
 - behoudens paragraaf (a), 12 op 'n dag.

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

- (i) an employer may agree with his employee to reduce the period of such interval to not less than half an hour, and in that event, and after the employer has informed the Divisional Inspector, Department of Manpower Utilisation, for his area, of such agreement, the interval may be so reduced;
- (ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) or (v) applies, shall be deemed to be continuous;
- (iii) if such interval be longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked;
- (iv) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;
- (v) if on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;
- (vi) a driver or part-time driver 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.

5. *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning and afternoon work period or of each first and second work period of the day, as the case may be, 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.

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

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

- (a) between 18h00 and 06h00;
- (b) after 13h00 on more than five days a week;
- (c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday, but so that 10 hours are not exceeded in any week;
- (d) overtime on more than three consecutive days in any week;
- (e) overtime on more than 60 days in any year;
- (f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee; or
 - (ii) provided such employee with a meal to the value of at least 75 cents and allowed her sufficient time to have it before she has to commence overtime or has paid such employee not less than 75 cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence, which meal or payment shall be in addition to the remuneration for the overtime in terms of subclause (9).

(9) *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 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 wage in respect of the total period so worked by such employee in any week.

(10) *Savings.*—

- (a) This clause shall not apply to—
 - (i) a traveller or a traveller's assistant;
 - (ii) a foreman, a senior managerial or administrative employee or a technical or professional employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R850 per month in the Magisterial District of Uitenhage; R775 per month in the Magisterial Districts of Camperdown, Estcourt, Harrismith, Klip River, Mossel Bay, Newcastle, Port Shepstone, Rustenburg and Umzinto, and R700 per month in all other areas.

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

- (i) 'n werkgewer met sy werknemer ooreen mag 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) werkdagperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudsbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;
- (iii) as sodanige pouse langer as een uur is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werkdag te wees;
- (iv) alleenlik een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;
- (v) indien 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 vyftien minute verkort mag word;
- (vi) 'n drywer of 'n deeltydse drywer wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie.

(5) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke werkdagperk in die voor- en namiddag, of in die middel van elke eerste en tweede werkdagperk van die dag, na gelang van die geval, 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.

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

(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, tien uur in 'n week.

(8) *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 so dat die oortydwerk nie tien uur in enige week te bowe gaan nie;
- (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 toereikende ete ter waarde van minstens 75 sent voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin of sodanige werknemer minstens 75 sent betyds betaal het om haar in staat te stel om 'n ete te verkry of te nuttig voordat sy met die oortydwerk moet begin, en sodanige ete of betaling is bykomend by die besoldiging wat 'n werknemer kragtens subklousule (9) vir oortydwerk ontvang.

(9) *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 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 loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in enige week gewerk.

(10) *Voorbehoudsbepalings.*—

- (a) Hierdie klousule is nie van toepassing nie op—
 - (i) 'n handelsreisiger of 'n handelsreisiger se assistent;
 - (ii) 'n voorman, 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en so lank as sodanige werknemer gereeld 'n loon ontvang van minstens R850 per maand in die landdrosdistrik Uitenhage, R775 per maand in die landdrosdistrikte Camperdown, Estcourt, Harrismith, Kliprivier, Mosselbaai, Newcastle, Port Shepstone, Rustenburg en Umzinto, en R700 per maand in alle ander gebiede.

- (b) Subclauses (4), (5), (6) and (7) shall not apply to an employee while he is engaged on emergency work.
- (c) Subclauses (4) and (5) shall not apply to a security guard or a watchman.
- (d) Subclause (8) shall cease to apply after this determination has been binding for 24 months.

6. ANNUAL LEAVE

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

- (a) in the case of a traveller, traveller's assistant, security guard or watchman, 18 work-days' leave;
- (b) in the case of every other employee, 13 work-days' leave, and shall pay such employee in respect of such leave—
 - (i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced;
 - (ii) in the case of an employee referred to in paragraph (b), an amount of not less than 2,6 times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced;

Provided that for the purposes of this clause the weekly wage of a traveller who is employed on commission work shall be calculated by dividing the remuneration payable to him by virtue of his agreement in accordance with clause 9 (5) in respect of the 12 months immediately preceding the date of the accrual of his leave by 52, or, if he has had less than 12 months of such employment, by dividing the total remuneration so payable to him during his period of such employment by the number of completed weeks in such period: Provided further that for the purposes of this clause the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section 1 (5) of the Factories, Machinery and Building Work Act, 1941, read with clause 3 (4).

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

- (i) if such leave has not been granted and taken earlier, it shall, save as provided in subclause (3), be granted and be taken so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto, in writing, before the expiration of the said period of four months, the employer shall grant such leave to the employee and the employee shall take the leave as from a date not later than two months after the expiration of the said period of four months;
 - (ii) the period of leave shall not be concurrent with sick leave in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) amounting in the aggregate in any one year to not more than 10 weeks nor, unless the employee so requests and the employer agrees, in writing, with any period of military training or service under the Defence Act, 1957;
 - (iii) 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;
 - (iv) when an employer requires his employee to take leave before the expiration of the 12 months of employment to which such leave relates, the employer shall grant and the employee shall take the full period of leave accruable for 12 months of employment and, with due regard to the accrual of any increments in terms of clause 3, the employee shall be paid in respect of such leave an amount of not less than that which the employee would have been entitled to at the date on which the leave would normally have accrued: Provided that if an employee's employment terminates before the expiration of the 12 months in respect of which the leave was granted and taken in terms of this proviso, the employer may set off against any remuneration due to the employee at the termination of his employment, the difference between the amount paid to the employee in terms hereof and the amount to which he would have been entitled at the termination of his employment in terms of subclause (5) had the leave not been granted to him.
- (3) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided that—
- (i) the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates; and

- (b) Subclauses (4), (5), (6) en (7) is nie op 'n werknemer wat noodwerk verrig, van toepassing nie.
- (c) Subclauses (4) en (5) is nie op 'n sekuriteitswag of 'n wag van toepassing nie.
- (d) Subklousule (8) sal nie meer van toepassing wees nadat hierdie vasstelling 24 maande lank van krag was nie.

6. JAARLIKSE VERLOF

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

- (a) in die geval van 'n handelsreisiger, 'n handelsreisiger se assistent, sekuriteitswag of 'n wag, 18 werkdag;
- (b) in die geval van enige ander werknemer, 13 werkdag, 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 2,6 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 handelsreisiger wat kommissiewerk doen, bereken word deur die besoldiging wat uit hoofde van sy ooreenkoms ingevolge klousule 9 (5) aan hom betaalbaar is ten opsigte van die 12 maande onmiddellik voor die datum waarop die verlof hom toekom, deur 52 te deel of, indien hy minder as 12 maande aldus gewerk het, deur die totale besoldiging wat aldus vir sodanige dienstydperk aan hom betaalbaar is, deur die getal voltooide weke in sodanige tydperk te deel: Met dien verstande voorts 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, gelees met klousule 3 (4).

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

- (i) as sodanige verlof nie eerder verleen en geneem is nie, dit, behoudens die bepalings van subklousule (3), so verleen en geneem moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het, of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer verleen en die werknemer die verlof neem met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;
 - (ii) die tydperk van verlof nie met siekteverlof wat ingevolge klousule 7 verleen is of met afwesigheid van die werk as gevolg van ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding of diens ingevolge die Verdedigingswet, 1957, mag saamval nie;
 - (iii) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens waarop die verlof-tydperk betrekking het, van sodanige verloftydperk kan aftrek;
 - (iv) wanneer 'n werkgewer van sy werknemer vereis om verlof te neem voordat die 12 maande diens waarop sodanige verlof betrekking het, verstryk het, die werkgewer die volle verloftydperk waarop die werknemer geregtig is na 12 maande diens, moet verleen en die werknemer die volle verloftydperk moet neem, en die werkgewer met betrekking tot enige verhoging wat die werknemer toekom ingevolge klousule 3, aan die werknemer ten opsigte van sodanige verlof 'n bedrag betaal van minstens die bedrag waarop die werknemer geregtig sou wees op die datum waarop die verlof hom normaalweg sou toekom: Met dien verstande dat indien 'n werknemer se diens eindig voordat die 12 maande verstryk het ten opsigte waarvan die verlof toegestaan en geneem is kragtens hierdie voorbehoudsbepaling, die werkgewer die verskil tussen die bedrag wat aan die werknemer betaal is en die bedrag waarop hy geregtig sou gewees het by die beëindiging van sy diens kragtens subklousule (5) indien die verlof nie aan hom verleen was nie, van enige besoldiging waarop die werknemer geregtig is by die beëindiging van sy diens, 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) 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 sub-clause (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 sub-clause (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), 25 per cent; and
- (b) in the case of an employee referred to in subclause (1) (b), 21,7 per cent
- of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the third proviso to subclause (2) and provided further than an employee—
- (i) who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient;
- 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 and taken, shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to him and taken as at the date of such termination.
- (7) For the purposes of this clause the expression "employment" shall be deemed to include—
- (a) any period in respect of which an employer or an employee in terms of clause 12, pays an employee or an employer, as the case may be, 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 (4) (a) or (b);
- (iii) on the instruction or at the request of his employer; amounting in the aggregate in any one year to not more than 10 weeks; and
- (c) any period during which an employee is absent for military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service;
- and employment shall be deemed to commence—
- (i) in the case of an employee who, before this determination became binding, had become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before this determination became binding and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date on which this determination became binding, whichever is the later.
- (8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave at any time, but not more than once in any period of 12 months, close his establishment or portion of his establishment for 13 consecutive work-days plus any public holidays referred to in clause 8 (1).
- (b) An employee who at the date of the closing of an establishment or portion thereof in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in subclause (1) (b) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (5), and for the purposes of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment or portion of the establishment, as the case may be.

- (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 voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens—
- (a) 25 persent in die geval van 'n werknemer in subklousule (1) (a) bedoel; en
- (b) 21,7 persent in die geval van 'n werknemer in subklousule (1) (b) bedoel
- van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van 'n verloftydperk wat hy ingevolge die derde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen het, 'n eweredige bedrag kan aftrek; en voorts met dien verstande dat 'n werknemer—
- (i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die 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;
- op geen betaling uit hoofde van hierdie subklousule geregtig is nie.
- (6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof verleen, en geneem is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van sodanige diensbeëindiging aan hom verleen of deur hom geneem was.
- (7) By die toepassing van hierdie klousule word die uitdrukking „diens” geag te omvat—
- (a) enige tydperk ten opsigte waarvan 'n werkgewer of 'n werknemer 'n werknemer of 'n werkgewer, na gelang van die geval ingevolge klousule 12 betaal in plaas van kennis te gee;
- (b) enige tydperk wat 'n werknemer afwesig is—
- (i) met verlof ingevolge hierdie klousule;
- (ii) met siekteverlof ingevolge klousule 7 of as gevolg van ongeskiktheid in die omstandighede in klousule 7 (4) (a) of (b) uiteengesit is;
- (iii) op las of versoek van sy werkgewer; en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke; en
- (c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidingstydperk of diens as diens te eis nie;
- en word diens geag te begin—
- (i) in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Vasstelling, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;
- (ii) in die geval van 'n werknemer wat voor die datum van inwerkingtreding van hierdie Vasstelling 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 werkgewer in diens getree het of op die datum van inwerkingtreding van hierdie Vasstelling, en wel op die jongste van die twee datums.
- (8) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgewer vir die doel van jaarlikse verlof te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting of 'n deel van sy bedryfsinrigting sluit vir 13 agtereenvolgende weekdae plus alle openbare feesdae genoem in klousule 8 (1).
- (b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting of deel van 'n bedryfsinrigting waarin hy ingevolge paragraaf (a) werksaam is, nie op die volle tydperk van die jaarlikse verlof voorgeskryf by subklousule 1 (b) geregtig is nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer 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 deel van die bedryfsinrigting, na gelang van die geval, aldus sluit.

7. SICK LEAVE

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

- (a) in the case of an employee who normally works a five-day week, not less than 20 work-days; and
- (b) in the case of every other employee, not less than 24 work-days; sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—
 - (i) in the first cycle of 24 consecutive months of employment with the same employer 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, during the first cycle of 24 consecutive 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 in terms of proviso (i), his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken;
 - (iii) the wage payable to an employee who is employed on piece-work, for any period of incapacity in terms of this clause, shall be calculated on the basis of the remuneration paid to such employee on his last pay-day immediately preceding such incapacity;
 - (iv) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause.

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

- (a) for more than three consecutive work-days; or
- (b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Vow 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 producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

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

- (a) "employment" shall be deemed to include—
 - (i) any period during which an employee is absent—
 - (aa) on leave in terms of clause 6;
 - (ab) on the instructions or at the request of his employer;
 - (ac) on sick leave in terms of subclause (1);
 amounting in the aggregate, in any one year, to not more than 10 weeks; and
 - (ii) any period during which an employee is absent for military training or service in pursuance of the Defence Act, 1957: Providing that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service
- and any period of employment which an employee has had with the same employer immediately before the date on which this determination became binding shall for the purposes of this clause be deemed to be employment under this determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this determination;
- (b) "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 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.

7. SIEKTEVERLOF

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

- (a) in die geval van 'n werknemer wat normaalweg vyf dae per week werk, altesaam minstens 20 werkdae, en
 - (b) in die geval van enige ander werknemer, altesaam minstens 24 werkdae;
- 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) gedurende die eerste tydkring van 24 agtereenvolgende maande diens by dieselfde werkgewer 'n werknemer 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) wanneer 'n werknemer gedurende die eerste tydkring van 24 agtereenvolgende maande diens by dieselfde werkgewer weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom kragtens voorbehoudsbepaling (i) ten tyde van sodanige ongeskiktheid toekom sy werkgewer 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;
- (iii) die loon wat betaalbaar is aan 'n werknemer wat stukwerk verrig, vir enige tydperk van ongeskiktheid kragtens hierdie klousule, bereken word op die grondslag van die besoldiging wat aan sodanige werknemer betaal is op sy laaste betaaldag onmiddellik voor sodanige ongeskiktheid;
- (iv) waar 'n werkgewer ingevolge 'n wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is.

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

- (a) vir langer as drie agtereenvolgende werkdae; of
- (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag of Kersdag.

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

(3) By die toepassing van hierdie klousule—

- (a) word die uitdrukking „diens” geag te omvat—
 - (i) enige tydperk wat 'n werknemer afwesig is—
 - (aa) met verlof ingevolge klousule 6;
 - (ab) op las of versoek van sy werkgewer;
 - (ac) met siekteverlof ingevolge subklousule (1),
 en wat in enige jaar altesaam hoogstens 10 weke beloop, en
 - (ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidingstydperk of diens as diens te eis nie,
- en word enige tydperk van diens by dieselfde werkgewer onmiddellik voor die datum van inwerkingtreding van hierdie Vasstelling by die toepassing van hierdie klousule geag, diens ingevolge hierdie Vasstelling te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Vasstelling verleen te wees;
- (b) beteken „ongeskiktheid” onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

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

- (a) to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of 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 proviso (i), read with proviso (ii), to subclause (1);
- (b) in respect of any period of incapacity of an employee for which the employer is required by any other law to pay to the employee not less than his full wage.

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) Subject to clauses 4 (5) and 6 (2), if an employee, other than a casual employee, does not work on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Vow or Christmas Day, his employer shall pay him for the week in which such day falls not less than his weekly wage.

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Vow or Christmas Day his employer shall, save as provided in clause 4 (5), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage for each hour or part of an hour worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day he shall be deemed to have worked for four hours.

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

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

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

- (a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (10) (a);
- (b) a casual employee.

9. PIECE-WORK AND COMMISSION WORK

(1) An employer may, after at least one week's notice to his employee, other than a traveller, introduce any piece-work system and, save as provided in clause 4 (5), 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 the employee 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) or he may in lieu thereof supply every employee engaged on piece-work with a letter signed by himself, or on his behalf, setting out the said rates.

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

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

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

- (a) op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdag, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat, gedurende die eerste 24 maande wat die werknemer bydraes betaal, die gewaarborgde koers verlaag kan word maar nie tot minder nie as die aanwas-koers vermeld in voorbehoudsbepaling (i), gelees met voorbehoudsbepaling (ii), van subklousule (1);
- (b) ten opsigte van 'n tydperk van ongeskiktheid van 'n werknemer aan wie die werkgever ingevolge enige ander wet verplig is om hom ten minste sy volle loon te betaal.

8. OPENBARE FEESDAE EN SONDAE

(1) Behoudens klousules 4 (5) en 6 (2), moet 'n werkgever aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgever hom, behoudens die bepalinge van klousule 4 (5) vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat, waar daar van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag word dat hy vier uur gewerk het.

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

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

- (a) 'n werknemer wat ingevolge klousule 5 (10) (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 handelsreisiger, gegee het 'n stukwerkstelsel invoer, en sodanige werkgever moet, behoudens die bepalinge van klousule 4 (5), 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, die 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 die werknemer '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 of hy kan in plaas daarvan aan elke werknemer wat stukwerk verrig, 'n brief gee, deur homself of namens hom onderteken, waarin genoemde besoldiging uiteengesit word.

(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 kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgever nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie.

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

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

(6) Save as provided in clause 4 (5), an employer shall pay to his traveller who is employed on commission work remuneration at not less in the rate or rates agreed upon between them.

(7) Clause 4 (1) shall not apply to commission due in terms of this use. The payment of such commission shall be made on the day stipulated in the agreement entered into in terms of subclause (5).

(8) An employer shall not require or permit his traveller to undertake work for him on the basis of commission only. Any amount payable to a traveller as commission under an agreement entered into in terms of subclause (5) shall be aside from and in addition to the wage prescribed in clause 3 (1) or the wage agreed upon in terms of subclause (5) where such wage is higher than that prescribed in clause 3 (1).

(9) An employer or a traveller who intends to cancel, or to negotiate the alteration of an agreement in regard to commission work, shall give written notice of such intention, and the period of such notice shall not be less than nor run concurrently with that required to terminate the contract of employment of such traveller in terms of clause 12.

10. RATIO

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

(2) For the purposes of this clause—

- (a) an employer or a manager who is wholly or mainly engaged in the work of any particular class of employee may be deemed to be a qualified employee in such class;
- (b) a learner who is receiving a wage of not less than the wage prescribed for a qualified employee of his class may be deemed to be a qualified employee in that class.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by law he is compelled to provide for his employee, and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash or wash and iron any such uniform, overall or protective clothing in which event the employer shall pay such employee an allowance of not less than 60 cents every week.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee, who wishes 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 employer, as the case may be, in lieu of such notice not less than—

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

(5) 'n Handelsreisiger 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 bevat en wat moet insluit—

- (a) die week- of maandloon aan sodanige handelsreisiger betaalbaar, 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 sodanige handelsreisiger vereis word of hy toegelaat word om te werk;
- (d) die tipe, beskrywing, getal, hoeveelheid of waarde van die bestellings (individueel, weekliks, maandeliks of hoe ook al) wat die werkgever van tyd tot tyd bereid is om te aanvaar; en
- (e) 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) Behoudens die bepalinge van klousule 4 (5), moet 'n werkgever sy handelsreisiger wat kommissiewerk onderneem, minstens die besoldiging betaal waaroor hulle ooreengekom het.

(7) Klousule 4 (1) is nie van toepassing op kommissie verskuldig kragtens hierdie klousule nie. Sodanige kommissie moet betaal word op die dag soos bepaal in die ooreenkoms wat aangegaan is kragtens subklousule (5).

(8) 'n Werkgever mag nie van sy handelsreisiger vereis of hom toelaat om werk vir hom te onderneem op die grondslag van kommissie alleen nie. Kommissie betaalbaar aan 'n handelsreisiger volgens 'n ooreenkoms wat deur hulle aangegaan is kragtens subklousule (5), is benewens en bykomend by die loon voorgeskryf in klousule 3 (1) of die loon waartoe ooreengekom is kragtens subklousule (5), waar sodanige loon hoër is as dié voorgeskryf in klousule 3 (1).

(9) 'n Werkgever of 'n handelsreisiger 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, en nie saamval nie met dié wat by klousule 12 vir die beëindiging van die dienskontrak van so 'n handelsreisiger vereis word.

10. GETALVERHOUDING

(1) 'n Werkgever mag nie 'n leerling in diens neem nie, tensy hy 'n gekwalifiseerde werknemer van dieselfde klas in diens het en vir elke sodanige gekwalifiseerde werknemer in sy diens mag hy hoogstens drie sodanige leerlinge in diens neem: Met dien verstande dat gedurende 'n tydperk van vier jaar, gereken vanaf die dag waarop 'n werkgever vir die eerste keer begin met sy werksaamhede in 'n landdrosdistrik waarin hierdie Vasstelling van toepassing is, hierdie subklousule nie op hom van toepassing is nie, maar hierdie voorbehoud is nie op 'n werkgever van toepassing nie waar hy met sy werksaamhede begin as gevolg van 'n oornome deur hom deur die koop of andersins, van 'n bestaande bedryfsinrigting in sodanige landdrosdistrik.

(2) By die toepassing van hierdie klousule—

- (a) mag 'n werkgever of 'n bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n besondere klas werknemer verrig, as 'n gekwalifiseerde werknemer van sodanige klas geag word;
- (b) mag 'n leerling wat 'n loon ontvang minstens gelyk aan die loon wat vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf is, as 'n gekwalifiseerde werknemer van daardie klas geag word.

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

12. BEÏNDIGING VAN DIE 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—
- (aa) in die geval van een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

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

Provided that this shall not affect—

- (i) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
- (iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts:

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

(2) Where there is an agreement in terms of proviso (ii) 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 in terms of clause 6 or any period of military training or service which an employee is undergoing in pursuance of the Defence Act, 1957;
- (ii) notice shall not be given during an employee's absence on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) amounting in the aggregate to not more than 10 weeks in any one year.

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

13. CERTIFICATE OF SERVICE

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

CERTIFICATE OF SERVICE

I/We (a)
 carrying on trade in the Clothing and Knitting Industry 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
 rand cents per week
 Date

Signature of employer or
 authorised representative

(a) Delete whichever inapplicable.

(b) State class in which employee was wholly or mainly engaged, e.g. clerk, machinist, general worker.

14. PROHIBITION OF EMPLOYMENT

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

15. LOG-BOOK

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

(ab) 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 regsgeldige 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; met dien verstande voorts dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd en 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 voorbehoudsbepaling (ii) van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreengekom is.

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

- (i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende, 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of enige tydperk van militêre opleiding of diens wat 'n werknemer ingevolge die Verdedigingswet, 1957 ondergaan;
- (ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 of as gevolg van ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b) en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke, kennis gegee mag word nie.

(4) Ondanks andersluidende bepalings in hierdie vasstelling kan 'n werkgever, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om 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 by sodanige werknemer uit hoofde van enige bepaling van hierdie vasstelling skuld, hom 'n bedrag van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat waar 'n werkgever hom sodanige bedrag in plaas van kennisgewing deur die werknemer toe-eien, die werknemer geag word die werkgever te betaal het in plaas van kennis te gegee het.

13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgever by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik die volgende vorm het en wat 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.

DIENSSERTIFIKAAT

Ek/Ons (a)
 wat die Klerasie- en Breinywerheid
 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 rand
 sent per week.

Datum
 Handtekening van werkgever of
 gemagtigde verteenwoordiger

(a) skrap wat nie van toepassing is nie.

(b) Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, masjienwerker, algemene werker.

14. VERBOD OP INDIENSNEMING

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

15. LOGBOEK

(1) 'n Werkgever moet sy drywer of sy deeltydse drywer voorsien van 'n logboek wat sover doenlik die volgende vorm het:

DAILY LOG

Name of employer
Name of driver/part-time driver
Date
Time of starting work
Time of finishing work
Number of hours worked
Actual hours from to
Particulars of any accident or delay
Date 19
Signature of driver/
part-time driver

(2) Every driver or part-time driver shall, in the log-book referred to in subclause (1), keep a daily log in duplicate in respect of each day's work and shall within 24 hours of the completion of the day's work to which it relates deliver a copy thereof to his employer, and for the purposes of this clause the expression "work" in relation to a part-time driver shall refer only to "driving a motor vehicle" as defined in the definition of this class of employee.

(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.

VOTE.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule superseding Wage Determination 345, published under Government Notice R.1581 of 8 September 1972, as amended by Government Notice R.1266 of 8 July 1977.

R.1038] [22 May 1981

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941

CLOTHING AND KNITTING INDUSTRY,
REPUBLIC OF SOUTH AFRICA

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Wage Determination for the Clothing and Knitting Industry, Republic of South Africa, published under Government Notice R.1037 of 22 May 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

DAAGLIKSE LOG

Naam van werkgewer
Naam van drywer/deeltydse drywer
Datum
Tyd waarop werk begin het
Tyd waarop werk opgehou het
Getal ure gewerk tot
Etenstye van tot
Besonderhede omtrent enige ongeluk of vertraging
Datum 19
Handtekening van drywer
deeltydse drywer

(2) Elke drywer of deeltydse drywe moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse log in duplo hou en binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan by sy werkgewer indien, en by die toepassing van hierdie klousule slaan die uitdrukking „werk” ten opsigte van 'n deeltydse drywer slegs op „'n motorvoertuig dryf” soos dit in die woordomskrywing van hierdie klas werknemer omskryf word.

(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 Loonvasstelling in die bostaande Bylae Loonvasstelling 345, gepubliseer by Goewermentskennisgewing R.1581 van 8 September 1972, soos gewysig by Goewermentskennisgewing R.1266 van 8 Julie 1977.

R.1038] [22 Mei 1981

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

KLERASIE- EN BREINYWERHEID, REPUBLIEK
VAN SUID-AFRIKA

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragbenutting, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Loonvasstelling vir die Klerasie- en Breinywerheid, Republiek van Suid-Afrika, gepubliseer by Goewermentskennisgewing R.1037 van 22 Mei 1981, oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA,
Minister van Mannekragbenutting

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