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GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
UTILISATION**

No. R.1039]

[22 May 1981

WAGE ACT, 1957

WAGE DETERMINATION 408

**METAL CONTAINERS AND ALLIED PRODUCTS
INDUSTRY, CERTAIN AREAS**

By direction of the Minister of Manpower Utilisation it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Metal Containers and Allied Products Industry, Certain Areas, and has fixed the second Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

- (a) This determination shall apply to all the employers and all their employees, other than managers, in the Metal Containers and Allied Products Industry in the following areas:
Cape Province.—The Magisterial Districts of Bellville, The Cape, Goodwood, Paarl, Port Elizabeth, Simonstown, Uitenhage and Wynberg and the municipal area of East London;

GOEWERMENSKENNISGEWINGS

**DEPARTEMENT VAN
MANNEKRAGBENUTTING**

No. R.1039]

[22 Mei 1981

LOONWET, 1957

LOONVASSTELLING 408

**METAALHOUER- EN AANVERWANTE
PRODUKTENYWERHEID, SEKERE GEBIEDE**

In opdrag van die Minister van Mannekragbenutting, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Metaalhouer- en Aanverwante Produktenywerheid, Sekere Gebiede, gemaak en die tweede Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

- (a) Hierdie vasstelling is van toepassing op alle werknemers, uitgesonderd bestuurders, en op die werkgewers van sodanige werknemers in die Metaalhouer- en Aanverwante Produktenywerheid in die volgende gebiede:
Kaapprovinsie.—Die landdrosdistrikte Bellville, Die Kaap, Goodwood, Paarl, Port Elizabeth, Simonstad, Uitenhage en Wynberg en die munisipale gebied Oos-Londen;

2nd copy

Natal.—The Magisterial Districts of Durban, Inanda and Pinetown;

Orange Free State.—The Magisterial District of Sasolburg;

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

(b) For the purposes of this determination—

- (i) "Metal containers and allied products industry" means the Industry in which employers and employees in establishments which are registered or liable for registration in terms of the Factories, Machinery and Building Work Act, 1941, are associated for the purpose of manufacturing by means of mass production machine processes metal containers or allied products or both and includes all operations incidental to or consequent on any of the aforementioned activities but does not include the manufacturing of travelling trunks or other containers designed to hold personal effects;
- (ii) "metal container" means a plain or lithographed article designed for the packing for transport or sale of products and capable of being closed by means of a lid or cap or any other type of closure, and manufactured from sheetmetal or by extrusion from non-ferrous slugs;
- (iii) "allied products" means plain or lithographed—
 - (aa) containers, other than those described in the definition of "metal container" manufactured from sheetmetal;
 - (ab) lids, caps or other types of closures, manufactured from sheetmetal for closing or sealing of containers whether or not such lids, caps or other types of closures are intended for use in connection with containers manufactured from sheetmetal;
 - (ac) waiters' trays, toys, hand sprayers for household or domestic use, or other articles, manufactured from tinplate with a thickness of not more than 0,416 millimetres;
- (iv) "sheetmetal" means sheetmetal with a thickness of not more than 2,108 millimetres.

2. DEFINITIONS

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

- (1) *apprentice* means an employee as defined in the Apprenticeship Act, 1944, and includes a trainee under the Training of Artisans Act, 1951; (65)
- (2) *artisan* means an employee who is engaged in work normally performed by a skilled artisan, and for the purposes of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act; (1)
- (3) *assistant foreman* means an employee who, under the general supervision of a foreman or a technical manager performs any of the duties of a foreman and who may act for the latter during his absence; (3)
- (4) *assistant setter-up* means an employee who, under the supervision of an artisan, a foreman, an assistant foreman or a setter-up, is engaged in any of the duties of a setter-up; (2)
- (5) *body-maker attendant* means an employee who attends an open-top canmaking machine and who, in the process of canmaking, is responsible for the activities commencing with the automatic slitting and ending with the body soldering operations; (30)
- (6) *boiler attendant* means an employee who, under general supervision maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler; (32)
- (7) *canmaker* means an employee who sets and adjusts machines or equipment on an open top, beverage or aerosol can line and who is responsible for the quantity and quality of the production on such line or lines; (29)
- (8) *canteen assistant* means an employee who is engaged in selling goods or food to employees in a canteen in an establishment and who may operate a till; (20)

Natal.—Die landdrosdistrikte Durban, Inanda en Pinetown;

Oranje-Vrystaat.—Die landdrosdistrik Sasolburg;

Transvaal.—Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Rodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom.

(b) Vir die doeleindes van hierdie vasstelling beteken—

- (i) „Metaalhouer- en Aanverwante Produktenywerheid" die nywerheid waarin werkgewers en werknemers, in bedryfsinrigtings wat ingevolge die Wet op Fabriekke, Masjinerie en Bouwerk, 1941, geregistreer is of aan registrasie onderworpe is, met mekaar geassosieer is met die doel om metaalhouters of aanverwante produkte of albei deur middel van massaproduksie masjienprosesse te vervaardig, en omvat dit ook alle werksaamhede wat met enigeen van voornoemde hidrywighe in verband staan of daaruit voortspruit, maar nie ook die vervaardiging van reiskoffers of ander houters wat ontwerp is om persoonlike eiendom te hou nie;
- (ii) „metaalhouer" 'n gewone of gelitografeerde artikel wat ontwerp is vir die verpakking vir vervoer of verkoop van produkte, en wat deur middel van 'n deksel of dop of enige ander toemaakmiddel toegemaak kan word, en wat van plaatmetaal of deur middel van uitpersing van nysterhoudende ru-metaal vervaardig is;
- (iii) „aanverwante produkte" gewone of gelitografeerde—
 - (aa) houters, uigesonderd dié wat in die woordomskrywing van „metaalhouer" omskryf is, wat van plaatmetaal vervaardig is;
 - (ab) deksels, doppe of ander tipes toemaakmiddels wat van plaatmetaal vervaardig is, vir die toemaak of verseëling van houters, afgesien daarvan of sodanige deksels, doppe of ander tipes toemaakmiddels bedoel is vir gebruik in verband met houters wat van plaatmetaal vervaardig is, of nie;
 - (ac) kelnerskinkborde, speelgoed, handsproeiers vir huis- of huishoudelike gebruik, of ander artikels vervaardig van tinplaat wat nie dikker as 0,416 millimeter is nie;
- (iv) „plaatmetaal" plaatmetaal met 'n dikte van hoogstens 2,108 millimeter.

2. WOORDOMSKRYWING

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

- (1) *ambagsman* 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomskrywing 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; (2)
- (2) *assistent-steller* 'n werknemer wat onder die toesig van 'n ambagsman, 'n voorman, 'n assistent-voorman of 'n steller enige van die pligte van 'n steller verrig; (4)
- (3) *assistent-voorman* 'n werknemer wat, onder die algemene toesig van 'n voorman of tegniese bestuurder, enige van die pligte van 'n voorman verrig en wat gedurende laasgenoemde se afwesigheid namens hom kan optree; (3)
- (4) *baanaflosser* 'n werknemer wat spesifiek werksaam is by 'n monter- of produksiebaan of -bane van 'n bedryfsinrigting om 'n masjien-operateur of 'n masjienbediener van sodanige baan of bane af te los; (43)
- (5) *baanleier* 'n werknemer wat spesifiek by 'n monter- of produksiebaan of -bane aangestel is om enige werknemer graad I, werknemer graad II of werknemer graad III by sodanige baan of bane af te los, en wat daarvoor verantwoordelik is dat sodanige werknemer sy werk doeltreffend verrig en van wie ook vereis kan word om produksiesyfers op die baan aan te teken, baanwerkers se kloknommers vir doeleindes van oortydwerk aan te teken, rekvisities uit te skryf vir onderdele, werkmateriaal na te gaan en soldeersel te weeg wat nodig is vir gebruik op sy baan of bane; (41)
- (6) *bedekkingsmasjienbediener* 'n werknemer wat 'n bedekkingsmasjien en oond bedien by die verlakkings, vernis of bedekking van tinplaat, plaatmetaal, stewige silindriese houters of sagte buise; (14)

(9) *canteen cook* means an employee who is engaged in cooking or otherwise preparing meals for employees for consumption in the establishment; (19)

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

(11) *chauffeur* means an employee, other than a traveller's assistant, who is engaged in driving a power-driven motor vehicle which is intended to carry passengers and used for the conveyance of his employer or of clients, employees or visitors and which may be used for the conveyance of documents or parcels; (14)

(12) *clerk* means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, storeman, despatch clerk and a telephone switchboard operator, but does not include a factory clerk or any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work; (33)

(13) *clerical assistant* means an employee who, under the supervision of a clerk, performs any one or more of the following activities:

- (a) Adding or subtracting, also with the aid of a machine;
- (b) calculating wages;
- (c) filing documents according to written instructions or a list in alphabetical or numerical order or according to colour;
- (d) transferring names and addresses from completed documents to envelopes, labels or circulars in another manner than on a typewriter;
- (e) transferring particulars into registers in another manner than on a typewriter;

and who may generally assist a clerk; (34)

(14) *coating machine operator* means an employee who operates a coating machine and oven in the lacquering, varnishing or coating of tin plate, sheetmetal, rigid cylindrical bodies or collapsible tubes; (6)

(15) *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; (35)

(16) *copper attendant* means an employee who operates coil handling equipment and attends to a press cupping machine on a two piece can line and who may record the coil consumption and production of such equipment and machine; (51)

(17) *day* means the period of 24 hours from midnight to midnight: Provided that in the case of a shift worker, it shall mean a period of 24 hours reckoned from the time such an employee commences work; (15)

(18) *despatch clerk* means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, mass-measuring, packing, marking, addressing or despatching of goods or packages; (66)

(19) *drawn and wall-ironed two piece container* means a container of a body thickness of less than 0,4 millimetres manufactured only from the drawing out and wall ironing of a sheetmetal (tinplate) disc but does not include any two piece container manufactured by any other process of forming or by extrusion from non-ferrous slugs; (25)

(20) *driver of a motor vehicle* means an employee, other than a chauffeur or a duty driver or a traveller's assistant, who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (17)

(21) *duty driver* means an employee who, in addition to his ordinary duties and outside the hours of work connected with such duties, conveys watchmen or maintenance staff or other employees who are required to do or have done overtime or night shift work by motor vehicle to and from an establishment; (16)

(22) *emergency work means—*

- (a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, or a breakdown or threatened breakdown of buildings, must be done without delay;
- (b) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours;
- (c) any work in connection with the loading or unloading of—
 - (i) ships;
 - (ii) trucks or vehicles of the South African Railways and Harbours;
 - (iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours; (48)

(23) *endmaker* means an employee who sets or adjusts machines or equipment manufacturing ends for open top, beverage or aerosol containers, who effect running adjustments and repairs on such machines or equipment and who is responsible for the quantity and quality of the production on such machines; (10)

(24) *engineering operative* means an employee who has been trained in work normally performed by an artisan but who has not served an

(7) *bediener van 'n mobiele hystoestel* 'n werknemer wat werk met 'n kragaaangedrewe mobiele hystoestel of 'n verkhuyswa wat by die laai, aflaai, versit of opstapel van goedere gebruik word en wat ook olie, brandstof- en waterpeile kan nagaan en die nodige byvulling en skoonmaak van sodanige voertuig kan waarneem; (49)

(8) *bedryfsinrigting* enige perseel of 'n gedeelte daarvan waarop of in verband waarmee een of meer werknemers in hierdie Nywerheid in diens is; (25)

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

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

die werksaamhede van 'n bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting en die werknemers wat daarin werk; (46)

(10) *bodemmaker* 'n werknemer wat masjiene of toerusting stel of verstel by die vervaardiging van bodems vir oop, drank- of aerosolhouers, wat lopende verstellings en herstelwerk aan sodanige masjiene of uitrusting doen en wat verantwoordelik is vir die hoeveelheid en kwaliteit van die produksie op sodanige masjiene; (23)

(11) *bruto kombinasie massa*, met betrekking tot 'n motorvoertuig, die massa van enige kombinasie van motorvoertuie, sleepwaens of leunwaens, waarvan sodanige motorvoertuig deel kan uitmaak, en die vrag soos deur die vervaardiger gespesifiseer of, by afwesigheid van sodanige spesifikasie, soos bepaal deur die registrasie-owerheid; (34)

(12) *bruto voertuig massa*, met betrekking tot 'n motorvoertuig, die maksimum massa van sodanige voertuig en sy vrag soos gespesifiseer deur die vervaardiger of, by afwesigheid van sodanige spesifikasie, soos bepaal deur die registrasie-owerheid; (35)

(13) *buisvervaardiger* 'n werknemer wat masjiene of uitrusting stel of verstel op 'n enkelblok aerosol- of stewige- of sagte- uipersbuisvervaardigingsbaan, wat lopende verstellings en herstelwerk aan sodanige masjiene of uitrusting doen en wat verantwoordelik is vir die kwantiteit en kwaliteit van die produksie op sodanige baan of bane; (71)

(14) *chauffeur* 'n werknemer, uitgesonderd 'n handelsreisiger se assistent, wat 'n kragaaangedrewe motorvoertuig bestuur wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgever of van klante, werknemers of besoekers en waarmee ook dokumente of pakkette vervoer kan word; (11)

(15) *dag* 'n tydperk van 24 uur vanaf middernag tot middernag: Met dien verstande dat dit in die geval van 'n skofwerker beteken 'n tydperk van 24 uur bereken vanaf die tyd waarop sodanige werknemer begin werk; (17)

(16) *diensdrywer* 'n werknemer wat, benevens sy gewone pligte en buite die werker verbonde aan sodanige pligte, wagte of onderhoudspersoneel of ander werknemers wat oortyd of nagskof moet werk of gewerk het, per motorvoertuig na en van 'n bedryfsinrigting vervoer; (21)

(17) *drywer van 'n motorvoertuig* 'n werknemer, uitgesonderd 'n chauffeur of 'n diensbestuurder of 'n handelsreisiger se assistent, wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordomskriving 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; (20)

(18) *eerstehulpbediener* 'n werknemer wat in besit is van 'n onlangse sertifikaat van bevoegdheid wat uitgereik is deur—

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

wat in beheer is van 'n eerstehulpkamer en wat beserings kan aanteken; (29)

(19) *eethuiskok* 'n werknemer wat maaltye vir werknemers kook of andersins voorberei vir verbruik in die bedryfsinrigting; (9)

(20) *eethuistoonbankbediende* 'n werknemer wat goedere of voedsel aan werknemers in die personeeleethuis in 'n bedryfsinrigting verkoop en wat met die geldlaai kan werk; (8)

(21) *ekstra swaar motorvoertuig* 'n motorvoertuig waarvan die bruto massa meer as 16 000 kg is; (27)

(22) *fabrieksklerk* 'n werknemer wat onder toesig van 'n voorman of klerk een of meer van die volgende werksaamhede verrig:

- (a) Bestellings volgens fakture of bestelvorms byeenbring;
- (b) werknemers in die bedryfsinrigting volgens opdragte toewys;
- (c) nagaan of aanteken;
- (d) lotkaarte, werkkaarte, produksiekaarte of ander fabrieksdokumente met die hand oorskryf;
- (e) name of getalle op tyd- of loonkaarte skryf;
- (f) fakture, vragbriewe, afleweringbriewe, rekvisisies of tyd- of loonkaarte in numeriese of alfabetiese volgorde liasseer, hou of sorteer;
- (g) uit Bantoetale tolk of daaruit vertaal;
- (h) passe, sertifikate of diens- of tydkaarte uitreik;
- (i) gereedskap, komponente of ingenieursvoorrade of uitrusting teen 'n rekvisisie uitreik, of gereedskap, komponente of

apprenticeship in terms of the Apprenticeship Act, 1944, or is not being recognised by the Registrar of Apprenticeship as an artisan but who does work which requires a large measure of the skills exercised by an artisan; (31)

(25) *establishment* means any premises or part thereof, in or in connection with which one or more employees are employed in this Industry; (8)

(26) *experience* means in relation to—

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

(b) a factory clerk, a mobile hoist operator or a traveller, the total period or periods of employment which an employee has had in any industry or trade as a factory clerk, a mobile hoist operator or a traveller;

(c) any other class of employee, the total period or periods of employment which such an employee has had in his class in this Industry: Provided that any experience which a Grade I employee has had as Grade II employee shall up to a maximum of six months be deemed to be experienced as a Grade I employee; (49)

(27) *extra heavy motor vehicle* means a motor vehicle the gross vehicle mass of which exceeds 16 000 kg; (21)

(28) *factory clerk* means an employee who, under the supervision of a foreman or a clerk, is engaged in any one or more of the following activities—

(a) assembling orders according to invoices or order forms;

(b) assigning employees within the establishment according to instructions;

(c) checking or recording;

(d) copying batch cards, job cards, production cards or other factory documents by hand;

(e) entering names or numbers on time or wage cards;

(f) filing, keeping or sorting invoices, consignment or delivery notes, requisitions or time or wage cards in numerical or alphabetical order;

(g) interpreting or translating Bantu languages;

(h) issuing passes, certificates of service or time cards;

(i) issuing tools, components or engineering stock or equipment against requisition or receiving tools, components or such stock or equipment and returning requisitions held;

(j) making out sample slips;

(k) processing production records kept by machine operators or machine attendants;

(l) registering the engagement, discharge or resignation of employees;

(m) scheduling production figures;

(n) stamping or writing tickets;

(o) writing or recording particulars of the contents or the distinctive numbers of cartons, containers or packages;

(p) writing out consignment or delivery notes or packing slips;

(q) writing up stock cards; (22)

(29) *first-aid attendant* means an employee who holds a current certificate of competency in first-aid issued by—

(a) the South African Red Cross Society;

(b) the St. John Ambulance Association; or

(c) die Suid-Afrikaanse Noodhulpliga;

who is in charge of a first-aid room and who may record injuries; (18)

(30) *foreman* means an employee who is in charge of the employees in an establishment, or a department of an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (68)

(31) *grade I employee* means an employee who is engaged in any one or more of the following activities—

(a) assisting a quality measurement assistant by the use of pre-set instruments;

(b) attending an automatic machine and who may record any required information thereanent;

(c) controlling baking or drying oven temperatures;

(d) decorating extrusions;

(e) dipping in tinning process;

(f) examining, sorting and the subsequent reclamation of raw materials or articles produced;

(g) feeding a coating machine in the manufacture of containers by extrusion from non-ferrous slugs;

(h) gas plant operator;

(i) hand soldering;

(j) marking out by template;

(k) melting pot attendant and billet caster;

(l) metal spraying;

(m) oiling or greasing compressors, machinery or vehicles;

(n) operating a guillotine;

(o) operating a rumbling machine;

sodanige voorraad of uitrusting ontvang en rekvisities wat geis, terugbesorg;

(j) monsterstrookies uitmaak;

(k) produksiegegewens verwerk wat deur masjienbedieners of njiensversorgers gehou word;

(l) die indiensneming, ontslag of bedanking van werknemers nstreeer;

(m) produksiesyfers inlyns;

(n) kaartjies stempel of uitskrif;

(o) besonderhede van die inhoud of die onderskeidingsnommers-kartonne, houters of pakkette opskryf of aanteken;

(p) vragbriewe of afleweringbriewe of verpakkingstrookies uitskryf;

(q) voorraadkaarte opskryf; (29)

(23) *fakotum* 'n werknemer wat kleinere herstelwerk of verstellendoen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte in 'n bedryfinrigting gebruik word, en wat ook kleinere herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wat gewoon deur 'n ambagsman gedoen word nie; (36)

(24) *gehaltemetingsassistent* 'n werknemer wat 'n gehaltekontrole behulpsaam is met die meet, aanteken of nagaan van gehalte; (57)

(25) *getrokke en versterkte tweestukhouer* 'n houer waarvan die wand 'n dikte van minder as 0,4 millimeter het, wat net deur die uittrekversterking van 'n plaatmetaal- (tinplaat-) skyf vervaardig word, maar nie 'n tweestukhouer wat deur middel van enige ander vormingsproses of deur uitpersing uit nie-ysterhoudende ru-metaalstukke vervaardig word nie; (19)

(26) *halfoutomatiese masjien* 'n kragaangedrewe masjien by die bediening waarvan die bediener die onderdeel wat gemasjineer moet word, in posisie plaas en krag deur middel van 'n drukknoppie of handhefboom of voetpedaal aanwend; (59)

(27) *handelsreisiger* 'n werknemer wat as reisende verteenwoordiger van 'n bedryfsinrigting namens so 'n inrigting bestellings vra, werf, soek; (69)

(28) *handelsreisiger se assistent* 'n werknemer wat 'n handelsreisiger vergesel en hom met die inpak, uitpak of vertoon van sy monsters help en wat die motorvoertuig kan dryf wat die handelsreisiger in die uitvoering van sy werk gebruik; (70)

(29) *houervervaardiger* 'n werknemer wat masjiene of uitrusting steun en verstel op 'n oop-, drank- of aerosol-houerbaan en wat verantwoordelik is vir die hoeveelheid en kwaliteit van die produksie op sodanige baan of bane; (7)

(30) *houervervaardiger versorger* 'n werknemer wat 'n oophouervervaardigingsmasjien versorg en wat by die houervervaardigingsproses verantwoordelik is vir die werksaamhede wat met die outomatiese splyting begin en met die soldeer van die houer eindig; (5)

(31) *ingenieursoperateur* 'n werknemer wat opgelei is om werk te doen wat gewoonlik deur 'n ambagsman verrig word maar wat nie 'n leertyd ingevolge die Wet op Vakleerlinge, 1944, uitgedien het nie en wat nie deur die Registrateur van Vakleerlinge as 'n ambagsman erken word nie maar wat werk verrig wat 'n groot mate van die vaardigheid van 'n ambagsman vereis; (24)

(32) *ketelbediener* 'n werknemer wat onder algemene toesig daarvoor verantwoordelik is om die waterpeil en stoomdruk in 'n stoomketel in stand te hou en wat die vuur in sodanige stoomketel kan maak, stoek of uithaal; (6)

(33) *klerk* 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, magasynman, versendingsklerk en 'n telefoonskakelbordoperateur, maar geen fabrieksklerk of enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se werk; (12)

(34) *klerklike assistent* 'n werknemer wat, onder toesig van 'n klerk, een of meer van die volgende werksaamhede verrig:

(a) Optel of aftrek, ook met behulp van 'n masjien;

(b) lone bereken;

(c) dokumente volgens skriftelike instruksies of 'n alfabetiese of numeriese lys of volgens kleur liasseer;

(d) name en adresse wat op voltooid dokumente is, op koeverte, etikette of omsendbriewe aanbring op enige wyse uitgesonderd deur die gebruik van 'n tikmasjien;

(e) besonderhede in registers oorbring op enige wyse uitgesonderd deur die gebruik van 'n tikmasjien;

en wat 'n klerk oor die algemeen behulpsaam is; (13)

(35) *kommissiewerk* 'n stelsel waarvolgens 'n handelsreisiger se besoldiging bereken word volgens die getal of waarde van die bestellings wat hy aan sy werkgewer voorlê en wat laasgenoemde aanvaar; (15)

(36) *korttyd* 'n tydelike vermindering van die getal gewone werkers weens 'n slappe in die bedryf, 'n tekort aan grondstowwe, 'n onklaarraking van installasies of masjinerie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (63)

(37) *kragkraanbediener* 'n werknemer wat 'n kragaangedrewe kraan, uitgesonderd 'n kragaangedrewe afstandsbeheerde kraan of hystoestel, beheer en bedien; (54)

- (p) operating an annealing oven;
- (q) operating any semi-automatic machine and who may record any required information thereanent;
- (r) painting fences, outbuildings, plant, machinery or floors;
- (s) production checker;
- (t) re-surfacing rollers with gelatine by casting;
- (u) rivetting;
- (v) sand or shot blasting;
- (w) shaping and filing copper bits for solderers;
- (x) spot, arc, butt, seam or flash welding, or hand welding for the purpose of filling in;
- (y) spray-painting;
- (z) stencilling containers or packages by a process in the performance of which the ability to select or the exercise of discretion is required;
- (aa) testing for leaks; (72)
- (32) *grade II employee* means an employee who is engaged in any one or more of the following activities—
- (a) assisting an artisan by holding articles or tools for him or otherwise working with him other than by the independent use of tools;
- (b) assisting a lacquering machine operator;
- (c) baling waste or scrap metal by hand;
- (d) cloakroom attendant;
- (e) collecting, conveying or delivering letters, messages or goods on foot or by means of a non-power-driven vehicle outside an establishment;
- (f) cutting or making handles;
- (g) dipping in soldering baths;
- (h) doping by machine;
- (i) fitting rims to lids of billycans;
- (j) fitting wires into articles, other than the operation referred to in item (y) of the definition of "grade III employee";
- (k) making or repairing crates or pallets;
- (l) mass-measuring or measuring materials or components to determine quantity or size;
- (m) open-top line packing;
- (n) operating an office duplicating, franking, addressograph or photostat machine;
- (o) operating a power-driven goods lift or hoist, other than a mobile power-driven hoist, a fork lift truck, an overhead power-driven crane or a power crane;
- (p) operating any non-power-driven machine, other than a guillotine;
- (q) packing goods for despatch, other than item (t) of the definition of "grade III employee";
- (r) painting products by hand;
- (s) punching or trimming by hand;
- (t) removing or stacking lithographed, lacquered, varnished or coated sheets from baking ovens;
- (u) rumbling machine loader; (73)
- (33) *grade III employee* means an employee who is engaged in any one or more of the following activities—
- (a) applying labels by hand;
- (b) applying sealing compounds by hand;
- (c) assisting a canteen cook;
- (d) assisting a guillotine operator, handyman, setter-up or a spray painter by holding articles or tools for him or otherwise working with him, other than by the independent use of tools or assisting the operator of a non-power-driven folding machine in folding over preparatory to seaming, by pressing or pulling the lever which provides the power;
- (e) carrying, lifting, stacking, loading or unloading, other than by power-driven device;
- (f) cleaning premises or canteen utensils, furniture, machinery, tools, containers or other articles or vehicles;
- (g) cleaning or replenishing glue pots;
- (h) collecting, conveying or delivering letters, messages or goods on foot or by means of a non-power-driven vehicle within an establishment;
- (i) cutting up scrap or waste metal by hand;
- (j) feeding or taking-off from a machine, other than by the operator or attendant of the machine;
- (k) fitting on or tightening screw caps or other closures;
- (l) flattening metal clips or lugs by hand;
- (m) fluxing preparatory to soldering or placing pre-cut pellets or wire solder on components for soldering purposes;
- (n) gardening work;
- (o) making or maintaining fires;
- (p) making refreshments, tea or similar beverages or serving such refreshments, tea or similar beverages to employers, his employer or to the guests of his employer or serving cooked or prepared meals to employees;
- (q) opening or closing boxes, packages, bales or bags;

(38) *laboratoriumassistent* 'n werknemer wat 'n laboratoriumtegnikus of 'n professionele of 'n tegniese werknemer by die uitvoering van eksperimente, toetse of proewe behulpsaam is en wat ook laboratoriumtoerusting kan skoonmaak; (38)

(39) *laboratoriumtegnikus* 'n werknemer wat eksperimente, toetse of proewe van 'n wetenskaplike of tegniese aard onder toesig van 'n professionele of tegniese werknemer doen; (39)

(40) *ligte motorvoertuig* 'n motorvoertuig waarvan die bruto voertuig-massa of bruto kombinasie-massa hoogstens 3 500 kg is; (42)

(41) *loon* die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf (maar dit omvat nie in die geval van 'n diensdwyer enige bedrag wat ten opsigte van sy werk as sodanig verskuldig is nie): Met dien verstande dat—

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

(b) die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; (72)

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

(43) *magasynman* 'n werknemer wat beheer het oor inkomende voorrade 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; (64)

(44) *masjienfaktotum* 'n werknemer wat kleinere herstelwerk of verstellers doen aan masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (45)

(45) *medium motorvoertuig* 'n motorvoertuig waarvan die bruto voertuig-massa of die bruto kombinasie-massa meer as 3 500 kg is maar hoogstens 9 000 kg; (48)

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

(47) *nagskof* enige werkydperk waarvan die grootste gedeelte tussen die ure 18h00 en 06h00 val; (51)

(48) *noodwerk*—

(a) werk wat, vanweë onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of 'n onklaar-making van installasies of masjinerie of weens die feit dat geboue onbruikbaar is of dreig om dit te word, sonder versuim verrig moet word;

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

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

(i) skepe;

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

(iii) voertuie wat deur 'n karweier in die uitvoering van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens gebruik word; (22)

(49) *ondervinding*, met betrekking tot—

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

(b) 'n fabrieksklerk, 'n bediener van 'n mobiele hystoestel of 'n handelsreisiger, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n fabrieksklerk, bediener van 'n mobiele hystoestel of handelsreisiger in enige nywerheid of bedryf werksaam was;

(c) alle ander klasse werknemers, die totale tydperk of tydperke wat so 'n werknemer in sy klas in hierdie Nywerheid werksaam was: Met dien verstande dat ondervinding wat 'n werknemer graad I as 'n werknemer graad II gehad het, tot 'n maksimum van ses maande, geag moet word ondervinding as 'n werknemer graad I te wees; (26)

(50) *oortyd* die gedeelte van 'n tydperk wat 'n werknemer werk verrig vir sy werkgewer gedurende enige week of op enige dag, na gelang van die geval, en wat meer is as die onderskeie gewone werkure wat vir sodanige werknemer voorgeskryf is in klousule 5 (1), maar omvat dit geen tydperk wat 'n werknemer op 'n Sondag vir sy werkgewer werk nie: Met dien verstande dat die hele tydperk wat 'n vroulike werknemer gewerk het op tye, uitgesonderd op 'n Sondag, wat val buite die tye wat voorgeskryf is in klousule 5 (2) (a), as oortyd beskou word; (52)

(51) *perskeelbediener* 'n werknemer wat rolhanteringsuitrusting en 'n perskeelmassien bedien op 'n tweestukhouerbaan en wat die rolmetaal-

- (r) operating a non-power-driven hoist;
- (s) packing articles into cases, crates or bags, other than for despatch;
- (t) packing articles of uniform size and number into containers specially made to contain them;
- (u) placing cans on automatic soldering machines;
- (v) placing components preparatory to machine assembly;
- (w) placing corks, washers into or on closures by hand;
- (x) pushing or pulling a vehicle, other than by power-driven device;
- (y) putting readymade wire handles into the lugs of containers by hand;
- (z) removing refuse, ash or scrap;
- (aa) repetitive rubber stamping or serial numbering, where the exercise of discretion is not required;
- (ab) setting-up by hand ready-made cardboard or fibre board boxes or similar containers;
- (ac) stencilling containers or packages, where the ability of selection or the exercise of discretion is not involved;
- (ad) waxing or oiling sheets by hand preparatory to stamping;
- (ae) wiring, tying or fastening containers for despatch; (74)
- (34) *gross combination mass* in relation to a motor vehicle means the mass of any combination of motor vehicles, trailers or semi-trailers, of which such motor vehicle can form part, and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority; (11)
- (35) *gross vehicle mass* in relation to a motor vehicle means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority; (12)
- (36) *handyman* means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment used directly 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; (23)
- (37) *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; (61)
- (38) *laboratory assistant* means an employee who assists a laboratory technician or a professional or a technical employee in the conduct of experiments, tests or trials and who may also clean laboratory equipment; (38)
- (39) *laboratory technician* means an employee who performs experiments, tests or trials of a scientific or technical nature under the supervision of a professional or technical employee; (39)
- (40) *law* includes the common law; (75)
- (41) *line leader* means an employee specifically appointed to an assembly or production line or lines to relieve any Grade I employee, Grade II employee or Grade III employee on such line or lines and who is responsible for the efficient performance by such employee of his duties and who may also be required to record production figures on the line, record line workers' clock numbers for overtime purposes, requisition components, check job materials and mass-measure solder required for use on his line or lines; (5)
- (42) *light motor vehicle* means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (40)
- (43) *line reliever* means an employee who is, specifically employed on an assembly or production line or lines of an establishment to relieve any machine operator or machine attendant on such line or lines; (4)
- (44) *local authority* means any borough council, city council, divisional council, municipal council, village council, village management board, or any similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961), and includes any administration board established in terms of section 2 of the Black Affairs Administration Act, 1971 (Act 45 of 1971); (52)
- (45) *machine handyman* means an employee who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment but who does not do work normally performed by an artisan; (44)
- (46) *manager* means an employee who is charged by his employer with the overall—
- (a) supervision over,
- (b) responsibility for, and
- (c) direction of
- the activities of an establishment or a department of an establishment and the employees engaged therein; (9)
- (47) *mechanical horse* means a motor vehicle designed or adapted to pull other vehicles and not to carry any load other than a trailer, semi-trailer or ballast resting on it, and does not include a tractor; (67)
- (48) *medium motor vehicle* means a motor vehicle the gross vehicle mass or the gross combination mass of which exceeds 3 500 kg but does not exceed 9 000 kg; (45)
- verbruik en produksie van sodanige uitrusting en masjiene aantek (16)
- (52) *plaaslike owerheid* 'n stadsraad, afdelingsraad, munisipale raadsraad, dorpsbestuursraad of enige soortgelyke instelling of liggaam bedoel in artikel 84 (1) (f) van die Grondwet van die Republiek Suid-Afrika, 1961 (Wet 32 van 1961), en sluit in enige administratiewe raad ingestel ingevolge artikel 2 van die Wet op die Administrasie van Swart Sake, 1971 (Wet 45 van 1971); (44)
- (53) *produksienasiener* 'n werknemer wat daarvoor verantwoordelik is om produkte te ondersoek vir defekte en wat produkte kan tel en resultate van sy ondersoek of telling kan aantek; (55)
- (54) *produksiewerktuigkundige* 'n werknemer wat onder die algemene toesig van 'n voorman, assistent-voorman, houervervaardiger, bodemvervaardiger of buisvervaardiger, 'n masjiën of 'n kombinasie van masjiene wat gebruik word in die produksieproses op 'n houer- of toemaakmiddelproduksiebaan, stel en/of verstel, insluitende per die lopende verstellings, en wat die lopende herstelwerk a sodanige masjiene kan doen en wat verantwoordelik is vir die gehalte van die produksie op sodanige masjiën of kombinasie van masjiën; (56)
- (55) *sekuriteitswag* 'n werknemer wat een of meer van die volgende werksaamhede verrig:
- (a) Persone deursoek;
- (b) toesig hou oor wagte of beheer oor hulle uitoefen;
- (c) beheer uitoefen of rapporteer oor die beweging van persone of voertuie deur kontrolepunte of hekke;
- en van wie in die uitvoering van sy pligte—
- (aa) vereis word om ten minste een van die amptelike tale te lees, te skryf en te praat;
- (ab) vereis kan word om een van of al die werksaamhede wat vir 'n wag voorgeskryf is, te verrig; (58)
- (56) *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; (60)
- (57) *skofwerker* 'n werknemer wat skofwerk in 'n werksaamheid verrig in 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag op nie meer as ses dae per week gewerk word nie; (62)
- (58) *sleepwa* 'n voertuig wat nie selfgedrewe is nie maar wat ontwerp of aangepas is om deur 'n motorvoertuig getrek te word, en sluit dit 'n leunwa in; (68)
- (59) *steller* 'n werknemer wat onder die algemene toesig van 'n voorman, assistent-voorman of ambagsman, masjiene verstel of stel of onderdele van 'n masjiën insit of vervang; maar sodanige verstelwerk omvat nie die periodieke verstelling van enige masjiën terwyl dit loop of wat op daardie tydstip gebruik word om 'n bepaalde taak te verrig en wat so gebou is dat dit sodanige periodieke verstellings vir sy doeltreffende werking of verstellings aan houerbankbane of vervoerbande noodsaak nie; (61)
- (60) *stukwerker* 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (53)
- (61) *swaar motorvoertuig* 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 9 000 kg maar minder as 15 000 kg is; (37)
- (62) *tegniese of professionele werknemer* 'n werknemer wat in opdrag van sy werkgever werk van 'n tegniese of professionele aard verrig; (66)
- (63) *toesighouer* 'n werknemer wat langer as een werkdag of een skof toesighoudende beheer oor 'n groep werknemers in 'n bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (65)
- (64) *trekker* 'n motorvoertuig, uitgesonderd 'n voorhaker, wat hoofsaaklik ontwerp of aangepas is om ander voertuie te trek en nie om 'n wag te dra nie; (67)
- (65) *vakleerling* 'n werknemer soos omskryf in die Wet op Vakleerlinge, 1944, en sluit dit in 'n kwekeling kragtens die Wet op Opleiding van Ambagsmanne, 1951; (1)
- (66) *versendingsklerk* 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die byeenbring, nagaan, weeg, verpakking, merk, adresseer of versending van sodanige goedere of pakkette; (18)
- (67) *voorhaker* 'n motorvoertuig wat ontwerp of aangepas is om ander voertuie te trek en nie om 'n wag, uitgesonderd 'n sleepwa, 'n leunwa of ballas wat daarop rus, te dra nie, en sluit dit nie 'n trekker in nie; (47)
- (68) *voorman* 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (30)
- (69) *wag* 'n werknemer wat een of meer van die volgende werksaamhede verrig:
- (a) die bewaking, beskerming en patrollering van persele, geboue, strukture of vaste eiendom of roerende eiendom;
- (b) die hantering van honde in die uitvoering van een of al die werksaamhede genoem in (a); (73)

(49) *mobile hoist operator* means an employee engaged in operating a mobile power-driven hoist or a fork lift truck used in the loading, unloading, moving or stacking of goods and who may, in addition, check oil, fuel and water levels and if necessary, top up such levels and clean such vehicle; (7)

(50) *motor vehicle* means any self-propelled vehicle with an engine capacity exceeding 50 cm³ and includes a mechanical horse, a motor cycle or a motor tricycle and a tractor, but does not include a mobile hoist; (46)

(51) *night shift* means any period of work the major portion of which falls between the hours of 18h00 and 06h00; (47)

(52) *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) but does not include any period during which an employee works for his employer on a Sunday: Provided that all time worked by a female employee, other than on a Sunday, outside the times prescribed in clause 5 (2) (a) shall be overtime; (50)

(53) *piece work* means any system under which an employee's remuneration is based on the quantity of work done; (60)

(54) *power crane operator* means an employee who operates and controls a power-driven crane other than a power-driven floor operated crane or hoist; (37)

(55) *production checker* means an employee who is responsible for examining products for defects and who may count products and record the results of his examination or counting; (53)

(56) *production mechanic* means an employee, who under the general supervision of a foreman, assistant foreman, canmaker, endmaker or tubemaker, sets and/or adjusts, including periodical running adjustments, a machine or combination of machines used in the production process on a container or closure production line and who may effect running repairs on such machines and who is responsible for the quality of the production of such machine or combination of machines; (54)

(57) *quality measurement assistant* means an employee who assists a quality controller by measuring, recording, or qualitative checking; (24)

(58) *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; (55)

(59) *semi-automatic machine* means a power-driven machine in the operation of which the operator places into position the part to be machined or applies power by push button or by operating a hand lever or foot pedal; (26)

(60) *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; (56)

(61) *setter-up* means an employee who, under the general supervision of a foreman, assistant foreman, or an artisan, is engaged in adjusting or setting machines or fitting or changing parts of machines; but such adjusting does not include the periodical adjustment while it is functioning or of any machine when used to perform a specific task and so constructed as to render such periodical adjustments essential to its efficient operation nor adjustments to can line runways or conveyors; (59)

(62) *shift worker* means an employee who is engaged on shift work in an activity in an establishment in which two or three consecutive shifts per day are worked on not more than six days per week; (57)

(63) *short-time* means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (36)

(64) *storeman* means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch; (43)

(65) *supervisor* means an employee who for longer than one work-day or one shift is in supervisory control of a group of employees in an establishment or section thereof and who is responsible for the efficient performance by them of their duties; (63)

(70) *waterbehandelingstoestighouer* 'n werknemer wat die behandeling van die water wat gebruik word in die houerwasproses op 'n tweestuk-houerbaan asook die voorbereiding van die smeerkolmiddel wat in die wandversterkingsproses op sodanige baan gebruik word, waarneem; (74)

(71) *weekloon* met betrekking tot 'n werknemer vir wie 'n loon in klousule 3 (1) op 'n uurlikse grondslag voorgeskryf word, sy uurloon vermenigvuldig met—

- (a) 45 in die geval van enige sodanige werknemer wat gereeld 45 gewone werkeure of minder in 'n week werk;

- (b) 46 in die geval van enige ander werknemer; (75)

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

- (a) 'n Gehaltemetingsassistent behulpsaam wees deur voorafgestelde instrumente te gebruik;

- (b) 'n outomatiese masjien versorg en enige vereiste inligting in verband daarmee kan aanteken;

- (c) hittegrade van 'n bak- of drooggoed kontroleer;

- (d) uitpersings versier;

- (e) indoop by 'n vertinningsproses;

- (f) grondstowwe of artikels wat geproduseer is, ondersoek, sorteer en vervolgens herwin;

- (g) 'n bedekkingsmasjien by die vervaardiging van houers deur uitpersing uit nie-ysterhoudende ru-metaalstukke voer;

- (h) gasinstallasiebediener;

- (i) handsoldeerwerk;

- (j) met 'n patroon afmerk;

- (k) smeltpotversorger en staalknuppelgieter;

- (l) metaalspuitwerk;

- (m) kompressors, masjinerie of voertuie olie of smeer;

- (n) 'n guillotine bedien;

- (o) 'n poetstroomelmasjien bedien;

- (p) uitgloeioond bedien;

- (q) enige halfoutomatiese masjien bedien en enige vereiste inligting in verband daarmee kan aanteken;

- (r) heinings, buitegeboue, installasies, masjinerie of vloere verf;

- (s) produksienasiener;

- (t) deur middel van gietwerk rollers met gelatien hervlak;

- (u) klinkwerk;

- (v) sand- of haelspuitwerk;

- (w) koperpunte vir soldeerapparaat fatsoeneer en vyl;

- (x) punt-, boog-, stuike-, naat- of flitsweiswerk, of handsweiswerk vir opvuldooelindes;

- (y) sputskilderwerk;

- (z) houers of pakkette sjabloneer deur middel van 'n proses by die uitvoering waarvan die vermoë van seleksie of die uitoefening van oordeel vereis word;

- (aa) vir lekplekke toets; (31)

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

- (a) 'n Ambagsman behulpsaam wees deur artikels of gereedskap vir hom vas te hou of op 'n ander manier met hom saam te werk, uitgesonderd deur gereedskap onafhanklik te gebruik;

- (b) 'n verklakkingsmasjienbediener behulpsaam wees;

- (c) oorskiet- of afvalmetaal met die hand in bale opmaak;

- (d) kleedkamerbediende;

- (e) briewe, boodskappe of goedere toe voet of met 'n nie-kragaangedrewe voertuig buite 'n bedryfsinrigting afhaal, vervoer of aflewer;

- (f) handvatsels sny of maak;

- (g) in soldeerbaddens doop;

- (h) spanlakwerk met 'n masjien verrig;

- (i) rande aan deksels van kookkemmertjies aanbring;

- (j) draad in artikels inpas, uitgesonderd die werksaamheid vermeld in items (y) van die woordomskriving van „werknemer graad III”;

- (k) kratte of palette maak of heelmaak;

- (l) materiaal of komponente weeg of meet om hoeveelheid of grootte te bepaal;

- (m) houers met oop bokante verpak;

- (n) 'n kantoorafrol-, frankeer-, adresseer- of fotostaatmasjien bedien;

- (o) 'n kragaangedrewe goederchysbak of -hystoestel, uitgesonderd 'n kragaangedrewe mobiele hystoestel, 'n vurkhywa, 'n kragaangedrewe lugkraan of 'n kragkraan bedien;

- (p) enige nie-kragaangedrewe masjien, uitgesonderd 'n guillotine, bedien;

- (q) goedere, uitgesonderde dié in item (t) van die woordomskriving van „werknemer graad III”, vir versending verpak;

- (r) produkte met die hand verf;

- (s) met die hand pons of afwerk;

- (t) gelitografeerde, lakverniste, verniste of bedekte plate uit bak-oonde verwyder of opstapel;

- (u) poetstroomelmasjienlaaier; (32)

(66) *technical or professional employee* means an employee who is charged by his employer with the performance of work of a technical or professional character; (62)

(67) *tractor* means a motor vehicle, other than a mechanical horse, designed or adapted mainly to pull other vehicles and not to carry any load; (64)

(68) *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; (58)

(69) *traveller* means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (27)

(70) *traveller's assistant* means an employee who accompanies a traveller and assists him in packing, unpacking or displaying his samples and who may drive the motor vehicle used by the traveller in the performance of his duties; (28)

(71) *tubemaker* means an employee who sets or adjusts machines or equipment on a monobloc aerosol or rigid or collapsible extruded tube manufacturing line, who effects running adjustments and repairs on such machines or equipment and who is responsible for the quantity and quality of the production on such line or lines; (13)

(72) *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 (but does not include in the case of a duty driver any amount due in respect of his work as such): Provided that—

(a) 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;

(b) the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9, receives over and above the amount which he would have received if he had not been employed on such a basis; (41)

(73) *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 fixed or movable property;

(b) handling dogs in the performance of any or all of the activities referred to in (a); (69)

(74) *water treatment attendant* means an employee who attends to the treatment of the water used in the can washing process on a two-piece can line as well as to the preparation of the lubricant coolant used in the wall-ironing process on such line; (70)

(75) *weekly wage* means, in relation to an employee for whom a wage on a hourly basis is prescribed in clause 3 (1), his hourly wage multiplied by—

(a) 45 in the case of any such employee who regularly works 45 ordinary hours of work or less in a week;

(b) 46 in the case of any other employee. (71)

3. REMUNERATION

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

(74) *werknemer graad III* 'n werknemer wat een of meer van volgende werksaamhede verrig:

(a) Etikette met die hand aanbring;

(b) seëlmengsels met die hand aanbring;

(c) 'n eethuiskok behulpsaam wees;

(d) 'n guillotinebediener, faktotum, steller of spuitskilder behulpsaam wees deur artikels of gereedskap vir hom vas te hou of 'n ander manier met hom saam te werk, uitgesonderd d gereedskap onafhanklik te gebruik, of die bediener van 'n kragaangedrewe voumasjiën behulpsaam wees om by die voorbereiding vir naatwerk oor te vou deur die hefboom wat die k verskaf, af te druk of te trek;

(e) dra, optel, opstapel, laai of aflaai, uitgesonderd met 'n kragt stel;

(f) persele, eethuisgerei, meubels, masjienerie, gereedskap, hou of ander artikels of voertuie skoonmaak;

(g) lympotte skoonmaak of volmaak;

(h) briewe, boodskappe of goedere te voet of met 'n kragaangedrewe voertuig binne 'n bedryfsinrigting aflaai, voer of aflewer;

(i) afval- of oorskietmetaal met die hand in stukke sny;

(j) 'n masjiën voer of daarvan aflaai, uitgesonderd deur bediener of versorger van die masjiën;

(k) skroefdroppe of ander afsluitmiddels opsit of vasdraai;

(l) metaalklemme of -ore met die hand afplat;

(m) aanwending van smeltmiddel ter voorbereiding van solde werk, of reeds gesnyde korrel- of draadsoldeersel vir soldeerde eindes op onderdele plaas;

(n) tuinwerk;

(o) vuurmaak of vure aan die brand hou;

(p) verversings, tee of soortgelyke drankke maak, of sodanige versings, tee of soortgelyke drankke aan werknemers, sy werk wer of sy werkgewer se gaste bedien of gekookte of bere maaltye aan werknemers bedien;

(q) kiste, pakkette, bale of sakke oop- of toemaak;

(r) 'n nie-kragaangedrewe hystoestel bedien;

(s) artikels in dose, kratte of sakke verpak, maar nie vir versend nie;

(t) artikels van dieselfde grootte en hoeveelheid verpak in hou wat spesiaal gemaak is om dit te bevat;

(u) blikke op outomatiese soldeermasjiene plaas;

(v) onderdele ter voorbereiding vir masjiënmontering in pos plaas;

(w) kurkstukke, vulsels of wasters met die hand in of op toema middels plaas;

(x) 'n voertuig stoot of trek, uitgesonderd deur middel van 'n kr toestel;

(y) klaargemaakte draadhangsels met die hand in die ore van hou vassteek;

(z) vuilnis, as of afval verwyder;

(aa) rubberstempel- of reeksnommerwerk by herhaling doen, waar geen oordeel nodig is nie;

(ab) klaargemaakte karton- of veselborddose of soortgelyke hou met die hand inmekaarsit;

(ac) houers of pakkette sjabloneer, waarby selekteervermoë of uitoefening van oordeel nie vereis word nie;

(ad) plate met die hand met was of olie bestryk voordat dit gestem word;

(ae) houers vir versending vasdraad, vasbind of vasnaak; (33)

(75) *wet* ook die gemeneereg; (40)

3. BESOLDIGING

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

(a) Employees other than duty drivers and casual employees.—

(i)	In the municipal area of East London		In all other areas
	During the first 12 months after this determination becomes binding	Thereafter	
	Per week R	Per week R	Per week R
Chauffeur	49,00	52,00	58,00
Clerk—			
during the first year of experience	46,00	51,98	57,50
during the second year of experience	58,88	66,24	73,60
during the third year of experience	71,76	80,50	89,70
thereafter	84,64	94,76	105,80
Driver of a light motor vehicle	49,00	52,00	58,00
Driver of a medium motor vehicle	66,00	70,00	78,00
Driver of a heavy motor vehicle	77,00	82,00	91,00
Driver of an extra heavy motor vehicle	90,00	95,00	105,00
Foreman	126,50	134,32	149,00
Traveller—			
during the first year of experience	90,00	95,08	105,69
during the second year of experience	98,31	104,08	115,62
during the third year of experience	106,62	113,08	125,54
during the fourth year of experience	114,92	122,08	135,46
thereafter	123,23	131,08	145,38
Traveller's assistant	49,00	52,00	58,00
Security guard	53,00	56,00	62,00
Watchman	48,00	51,00	56,00

(a) Werknemers, uitgesonderd diensdrywers en los werknemers—

(i)	In die munisipale gebied Oos-Londen		In alle ander gebiede
	Gedurende die eerste 12 maande nadat hierdie vasstelling van krag geword het	Daarna	
	Per week R	Per week R	Per week R
Chauffeur	49,00	52,00	58,00
Klerk—			
gedurende die eerste jaar ondervinding	46,00	51,98	57,50
gedurende die tweede jaar ondervinding	58,88	66,24	73,60
gedurende die derde jaar ondervinding	71,76	80,50	89,70
daarna	84,6	94,76	105,80
Drywer van 'n ligte motorvoertuig	49,00	52,00	58,00
Drywer van 'n medium motorvoertuig	66,00	70,00	78,00
Drywer van 'n swaar motorvoertuig	77,00	82,00	91,00
Drywer van 'n ekstra swaar motorvoertuig	90,00	95,00	105,00
Voorman	126,50	134,32	149,00
Handelsreisiger—			
gedurende die eerste jaar ondervinding	90,00	95,08	105,69
gedurende die tweede jaar ondervinding	98,31	104,08	115,62
gedurende die derde jaar ondervinding	106,62	113,08	125,54
gedurende die vierde jaar ondervinding	114,92	122,08	135,46
daarna	123,23	131,08	145,38
Handelsreisiger se assistent	49,00	52,00	58,00
Sekuriteitswag	53,00	56,00	62,00
Wag	48,00	51,00	56,00

(ii)	In the municipal area of East London		In all other areas
	During the first 12 months after this determination becomes binding	Thereafter	
	Per hour R	Per hour R	Per hour R
Artisan	2,64	2,79	3,10
Assistant foreman	2,45	2,59	2,88
Assistant setter-up	1,25	1,32	1,47
Body maker attendant—			
during the first six months of experience	1,05	1,11	1,23
during the second six months of experience	1,08	1,14	1,27
during the third six months of experience	1,16	1,23	1,37
thereafter	1,25	1,32	1,47
Boiler attendant	0,98	1,04	1,15
Canmaker—			
during the first year of experience	1,70	1,80	2,00
during the second year of experience	1,88	1,99	2,21
during the third year of experience	2,06	2,18	2,42
thereafter	2,24	2,37	2,63
Canteen assistant	1,10	1,16	1,29
Canteen cook	1,05	1,11	1,23
Clerical assistant—			
during the first six months of experience	0,98	1,04	1,15
during the second six months of experience	1,05	1,11	1,23
thereafter	1,11	1,17	1,30
Coating machine operator—			
during the first year of experience	1,23	1,31	1,45
during the second year of experience	1,32	1,40	1,55
thereafter	1,41	1,49	1,65
Copper attendant—			
during the first year of experience	1,23	1,31	1,45
during the second year of experience	1,32	1,40	1,55
thereafter	1,41	1,49	1,65
Endmaker—			
during the first year of experience	1,70	1,80	2,00
during the second year of experience	1,88	1,99	2,21
during the third year of experience	2,06	2,18	2,42
thereafter	2,24	2,37	2,63
Engineering operative	2,47	2,61	2,90
Factory clerk—			
during the first six months of experience	0,98	1,04	1,15
during the second six months of experience	1,06	1,13	1,25
thereafter	1,15	1,22	1,35
First aid attendant	1,23	1,31	1,45
Grade I employee—			
during the first six months of experience	0,91	0,96	1,08
during the second six months of experience	0,95	1,00	1,12
thereafter	0,99	1,04	1,16
Grade II employee—			
during the first three months of experience	0,88	0,93	1,04
thereafter	0,91	0,96	1,08
Grade III employee—			
18 years of age and over	0,85	0,90	1,00
under 18 years of age	0,71	0,75	0,83
Handyman	1,36	1,44	1,60
Laboratory assistant	1,10	1,16	1,29
Laboratory technician	1,48	1,57	1,74
Line leader	1,06	1,13	1,25
Line reliever	1,25	1,32	1,47
Machine handyman	1,53	1,62	1,80
Mobile hoist operator—			
during the first six months of experience	0,99	1,04	1,16
thereafter	1,05	1,11	1,23
Power crane operator—			
during the first year of experience	1,05	1,11	1,23
thereafter	1,19	1,26	1,40
Production mechanic—			
during the first year of experience	1,44	1,52	1,69
during the second year of experience	1,52	1,61	1,79
during the third year of experience	1,61	1,70	1,89
thereafter	1,70	1,80	2,00
Quality measurement assistant—			
during the first six months of experience	1,05	1,11	1,23
during the second six months of experience	1,08	1,14	1,27
during the third six months of experience	1,16	1,23	1,37
thereafter	1,25	1,32	1,47
Setter-up	1,44	1,52	1,69

(ii)	In die munisipale gebied Oos-Londen		In alle ander gebiede
	Gedurende die eerste 12 maande nadat hierdie vasstelling van krag geword het	Daarna	
	Per uur R	Per uur R	Per uur R
Ambagsman	2,64	2,79	3,10
Assistent-voorman	2,45	2,59	2,88
Assistent-steller	1,25	1,32	1,47
Houervervaardigerversorger—			
gedurende die eerste ses maande ondervinding	1,05	1,11	1,23
gedurende die tweede ses maande ondervinding	1,08	1,14	1,27
gedurende die derde ses maande ondervinding	1,16	1,23	1,37
daarna	1,25	1,32	1,47
Ketelbediener	0,98	1,04	1,15
Houervervaardiger—			
gedurende die eerste jaar ondervinding	1,70	1,80	2,00
gedurende die tweede jaar ondervinding	1,88	1,99	2,21
gedurende die derde jaar ondervinding	2,06	2,18	2,42
daarna	2,24	2,37	2,63
Eethuisassistent	1,10	1,16	1,29
Eethuiskok	1,05	1,11	1,23
Klerklike assistent—			
gedurende die eerste ses maande ondervinding	0,98	1,04	1,15
gedurende die volgende ses maande ondervinding	1,05	1,11	1,23
daarna	1,11	1,17	1,30
Bedekkingsmasjienbediener—			
gedurende die eerste jaar ondervinding	1,23	1,31	1,45
gedurende die tweede jaar ondervinding	1,32	1,40	1,55
daarna	1,41	1,49	1,65
Perskelkbediener—			
gedurende die eerste jaar ondervinding	1,23	1,31	1,45
gedurende die tweede jaar ondervinding	1,32	1,40	1,55
daarna	1,41	1,49	1,65
Bodemvervaardiger—			
gedurende die eerste jaar ondervinding	1,70	1,80	2,00
gedurende die tweede jaar ondervinding	1,88	1,99	2,21
gedurende die derde jaar ondervinding	2,06	2,18	2,42
daarna	2,24	2,37	2,63
Ingenieursoperateur	2,47	2,61	2,90
Fabrieksklerk—			
gedurende die eerste ses maande ondervinding	0,98	1,04	1,15
gedurende die volgende ses maande ondervinding	1,06	1,13	1,25
daarna	1,15	1,22	1,35
Eerstehulpbediener	1,23	1,31	1,45
Werknemer graad I—			
gedurende die eerste ses maande ondervinding	0,91	0,96	1,08
gedurende die tweede ses maande ondervinding	0,95	1,00	1,12
daarna	0,99	1,04	1,16
Werknemer graad II—			
gedurende die eerste drie maande ondervinding	0,88	0,93	1,04
daarna	0,91	0,96	1,08
Werknemer graad III—			
18 jaar en ouer	0,85	0,90	1,00
jonger as 18 jaar	0,71	0,75	0,83
Faktotum	1,36	1,44	1,60
Laboratoriumassistent	1,10	1,16	1,29
Laboratoriumtegnikus	1,48	1,57	1,74
Baanleier	1,06	1,13	1,25
Baanaflosser	1,25	1,32	1,47
Masjienfaktotum	1,53	1,62	1,80
Bediener van 'n mobiele hystoestel—			
gedurende die eerste ses maande ondervinding	0,99	1,04	1,16
daarna	1,05	1,11	1,23
Kragkraanbediener—			
gedurende die eerste jaar ondervinding	1,05	1,11	1,23
daarna	1,19	1,26	1,40
Produksiewerktuigkundige—			
gedurende die eerste jaar ondervinding	1,44	1,52	1,69
gedurende die tweede jaar ondervinding	1,52	1,61	1,79
gedurende die derde jaar ondervinding	1,61	1,70	1,89
daarna	1,70	1,80	2,00
Kwaliteitsmetingsassistent—			
gedurende die eerste ses maande ondervinding	1,05	1,11	1,23
gedurende die tweede ses maande ondervinding	1,08	1,14	1,27
gedurende die derde ses maande ondervinding	1,16	1,23	1,37
daarna	1,25	1,32	1,47
Steller	1,44	1,52	1,69

(ii)	In the municipal area of East London		In all other areas
	During the first 12 months after this determination becomes binding	Thereafter	
	Per hour R	Per hour R	Per hour R
Supervisor, the highest wage prescribed in this sub-clause for the highest class of employee under his supervision, plus 10 per cent			
Tubemaker—			
during the first year of experience	1,70	1,80	2,00
during the second year of experience	1,88	1,99	2,21
during the third year of experience	2,06	2,18	2,42
thereafter	2,24	2,37	2,63
Water treatment attendant—			
during the first six months of experience	1,05	1,11	1,23
during the second six months of experience	1,08	1,14	1,27
during the third six months of experience	1,16	1,23	1,37
thereafter	1,25	1,32	1,47
Employee not elsewhere in this sub-clause specifically mentioned	0,98	1,04	1,15

(ii)	In die munisipale gebied Oos-Londen		In alle ander gebiede
	Gedurende die eerste 12 maande nadat hierdie vasstelling van krag geword het	Daarna	
	Per uur R	Per uur R	Per uur R
Toesighouer, die hoogste loon wat in hierdie subklousule voorgeskryf is vir die hoogste klas werknemer waarvoor hy toesig hou, plus tien persent			
Buisvervaardiger—			
gedurende die eerste jaar ondervinding	1,70	1,80	2,00
gedurende die tweede jaar ondervinding	1,88	1,99	2,21
gedurende die derde jaar ondervinding	2,06	2,18	2,42
daarna	2,24	2,37	2,63
Waterbehandelingsbediener—			
gedurende die eerste ses maande ondervinding	1,05	1,11	1,23
gedurende die tweede ses maande ondervinding	1,08	1,14	1,27
gedurende die derde ses maande ondervinding	1,16	1,23	1,37
daarna	1,25	1,32	1,47
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie	0,98	1,04	1,15

- (b) *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 who performs the same class of work as the casual employee is required to do: Provided that—
- (i) where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for an employee of that class who is entitled to the highest wage tariff on the grounds of experience;
- (ii) where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent in respect of that day.
- (c) *Duty drivers.*—A duty driver shall, in addition to any other remuneration due to him, be paid at a rate of not less than 65c for each hour or part of an hour spent in driving as a duty driver subject to a minimum of not less than R1,30 on any day on which duty driving is done by him.
- (d) *Night shift.*—An employee, other than an employee excluded from the hours of work provisions by virtue of clause 5 (9) (a), or a male employee employed on the manufacture of drawn and wall-ironed two piece containers or a security guard or a watchman, employed on night shift shall be paid for each such shift not less than his daily wage plus ten per cent.

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

- (b) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat—
- (i) waar die werkgever van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking „weekloon" beteken die weekloon wat vir 'n werknemer van daardie klas voorgeskryf word wat op die hoogste loontarief geregtig is op grond van ondervinding;
- (ii) waar die werkgever van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent verminder kan word.
- (c) *Diensdrywer.*—'n Diensdrywer moet, behalwe enige ander besoldiging wat hom toekom, betaal word teen minstens 65c vir elke uur of gedeelte van 'n uur wat hy as 'n diensdrywer aan dryfwerk bestee, behoudens 'n minimum betaling van minstens R1,30 op enige dag waarop sodanige diensbestuurwerk verrig word.
- (d) *Nagskof.*—'n Werknemer, uitgesonderd 'n werknemer wat uit hoofde van klousule 5 (9) (a) van die werkerebepalings uitgesluit is, of 'n manlike werknemer wat getrokke- en versterkmetaaltweestukhouers vervaardig of 'n sekuriteitswag of 'n wag wat nagskofwerk verrig, moet vir elke sodanige skof minstens sy dagloon plus tien persent betaal word.
- (2) *Kontrakgrondslag.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n diensdrywer as sodanig of 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens die bepalinge van klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met die woordomskriving van „weekloon" en met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word, afgesien daarvan of hy in sodanige week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

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

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

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

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

Provided that—

- (aa) this subclause shall not apply to an assistant foreman who shall if he acts for a foreman in the absence of the latter for a period of at least three consecutive weeks be entitled to and be paid at a rate of not less than the wage prescribed for a foreman in respect of any period that he so acts in excess of three consecutive weeks;
 - (ab) this subclause shall not apply where the difference between classes in terms of subclause (1) is based on age or experience;
 - (ac) 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.
- (4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee or an employee for whom an hourly wage is prescribed shall be his weekly wage divided by the number of ordinary hours of work prescribed for such employee in any week.
- (b) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by—
- (i) five, in the case of an employee who normally works a five-day week;
 - (ii) six, in the case of any other employee.
- (c) The monthly wage of an employee shall be four and a third times his weekly wage.
- (5) *Transport allowance and expenses.*—In addition to paying any other remuneration due to—
- (a) a traveller who uses his employer's motor transport or who is required to travel by train or by any means of conveyance other 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 a motor vehicle shall be deemed to be a transport expense;
 - (b) a traveller who is required to provide motor transport for the performance of his duties, his employer shall pay him for each kilometre travelled in the performance of his duties a transport allowance of not less than—
 - (i) where the engine capacity of the vehicle in which the employee so travelled does not exceed 1 300 cm³: 10c;
 - (ii) where the engine capacity of such vehicle exceeds 1 300 cm³ but not 2 500 cm³: 12c;
 - (iii) where the engine capacity of such vehicle exceeds 2 500 cm³: 14c.
- (6) *Subsistence allowance and expenses.*—In addition to paying any other remuneration due to—
- (a) a traveller who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—
 - (i) reimburse him all reasonable expenses incurred by him for any meals and teas for himself during each period of absence not extending over a night;
 - (ii) pay him a subsistence allowance of not less than R12 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 his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—
 - (i) reimburse him all reasonable expenses incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
 - (ii) pay him a subsistence allowance of not less than R5.50 for each night where such absence extends over one night or more nights;

(3) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as afesaam 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 die kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande dat—

- (aa) hierdie subklousule nie geld nie vir 'n assistent-voorman wat, indien hy in die afwesigheid van die voorman vir 'n tydperk van ten minste drie agtereenvolgende weke as voorman optree, geregtig is op en betaal word teen minstens die voorgeskrewe loon vir 'n voorman met betrekking tot enige tydperk wat hy langer as drie agtereenvolgende weke as voorman optree;
 - (ab) die bepaling van hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom of ondervinding berus;
 - (ac) tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling 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 sodanige werknemer voorgeskryf word nie.
- (4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer vir wie 'n uurloon voorgeskryf word, is sy weekloon gedeel deur die getal gewone werke 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 alle redelike uitgawes vergoed 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 oornag, geag 'n vervoeruitgawe te wees;
 - (b) 'n handelsreisiger van wie vereis word om motorvervoer 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) 10 sent, waar die silinderinhoud van die voertuig waarmee die werknemer aldus gereis het, hoogstens 1 300 cm³ is;
 - (ii) 12 sent, waar die silinderinhoud van sodanige voertuig meer as 1 300 cm³ maar hoogstens 2 500 cm³ is;
 - (iii) 14 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 werkgewer se bedryfsinrigting afwesig is—
 - (i) moet sy werkgewer 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 werkgewer hom 'n onderhoudstoelae van minstens R12 vir elke nag betaal as sodanige 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 werkgewer se bedryfsinrigting afwesig is—
 - (i) moet sy werkgewer 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 werkgewer hom 'n onderhoudstoelae van minstens R5.50 vir elke nag betaal as sodanige afwesigheid oor een of meer nagte strek;

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

(7) *Payment of transport and subsistence allowances and expenses.*—

(a) An employer shall pay any allowances and expenses payable to an employee in terms of subclauses (5) and (6) within seven days of the employee's written claim therefor: Provided that an employee shall submit any such claims within one month of the time at which he has become entitled thereto 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 the case of any claim in terms of subclause (5) (a), the mode of transport employed and the transport expenses incurred or the nature of any other expenses for which reimbursement is claimed;

(ii) in the case 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 the case of any claim in terms of subclause (6), the time of commencement and ending of each period of absence;

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

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clauses 3 (7) and 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee in cash or by cheque monthly during the hours of work, or within 15 minutes of ceasing work on the usual pay-day of the establishment for such employee (or in the case of a shift worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container, on which shall be recorded or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or his number on the pay roll and his class;
- (c) the 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;
- (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 the particulars prescribed above may be recorded on such envelope or container or in such statement in code which code shall be fully set out and explained in a notice kept posted in some conspicuous place in the establishment, accessible to all employees affected thereby; and provided further that—

- (i) at the written request of an employee the amount due to him may be paid into his building society or bank account by his employer who shall hand to him the relevant receipt together with the aforementioned statement;
- (ii) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a).

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

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

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

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

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

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

(a) 'n Werkgewer 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 Werkgewer kan van sy handelsreisiger vereis om elke eis so op te stel dat dit die volgende toon:

(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 hierdie vereistes te kan voldoen, moet sy werkgewer, voordat sodanige reis deur sodanige handelsreisiger onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalings 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, of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag vir die bedryfsinrigting vir so 'n werknemer (of in die geval van 'n skofwerker op 'n tyd waarvoor sodanige werknemer en sy werkgewer ooreenkom en wat gedurende die gewone kantooreure van die bedryfsinrigting moet wees, maar nie later nie as 24 uur na die gewone betaaldag) of by diensbeëindiging as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde kovert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

- (a) die werkgewer se naam;
- (b) die werknemer se naam of sy nommer op die betaalstaat en sy klas;
- (c) die getal gewone werkure wat die werknemer gewerk het;
- (d) die getal ure wat die werknemer oortyd gewerk het;
- (e) die getal ure wat die werknemer op 'n Sondag of 'n openbare vakansiedag 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 kovert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat die besonderhede hierbo voorgeskryf, in kodevorm op sodanige kovert of houer of in sodanige staat opgeteken kan word en dat sodanige kode volledig uiteengesit en verduidelik word in 'n kennisgewing wat opgeplak gehou moet word op 'n opvallende plek in die bedryfsinrigting wat toeganklik is vir alle werknemers wat by die saak betrokke is: Met dien verstande voorts dat—

- (i) op die skriftelike versoek van 'n werknemer, die bedrag aan hom verskuldig, gestort mag word in sy bouvereniging- of bankrekening deur die werkgewer, wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;
- (ii) voornoemde inligting betreffende tyd gewerk nie verstrekkend hoeft te word aan 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkurebepalings uitgesluit is nie.

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

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

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

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

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

- (a) With the written consent of his employee, a deduction for holiday, sick, medical aid, insurance, savings, provident or pension funds, or subscriptions to a trade union and in the case of a Black employee a deduction for taxes due to the Government of the Republic;
- (b) except where otherwise provided in this determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- (d) whenever an employee is required in terms of the Black (Urban Areas) Consolidation Act, 1945, or agrees to accept food and accommodation or food or accommodation from his employer, a deduction not exceeding the amounts specified hereunder—

	Per week	Per month
	R	R
(i) Food	3,00	13,00
(ii) Accommodation	1,50	6,50
(iii) Food and accommodation	4,50	19,50;

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

- (i) such deduction shall not exceed two-fifths of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
- (ii) no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
- (iii) no deduction shall be made in the case of short-time owing to a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

- (f) with the written consent of an employee, a deduction of any amount which 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;

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

- (i) a payment on a loan granted to such employee to acquire a dwelling; or
- (ii) the rent of a dwelling or accommodation in a hostel occupied by such employee,

if such dwelling or hostel is provided through the instrumentality of such other organisation, wholly or partially from funds advanced for that purpose by the State, a local authority or a building society.

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

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

- (a) in the case of an employee, other than a security guard or a watchman, who works a six-day week—
 - (i) 46 in any week from Monday to Saturday, inclusive; and
 - (ii) subject to subparagraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and a half;
- (b) in the case of an employee who works a five-day week—
 - (i) 46 in any week from Monday to Friday, inclusive; and
 - (ii) subject to subparagraph (i) hereof, nine and a quarter on any day;
- (c) in the case of a security guard or a watchman—
 - (i) 72 in any week from Monday to Saturday, inclusive; and
 - (ii) 12 on any day;
- (d) in the case of a casual employee—nine on any day;

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

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, sieke-, mediese bystand-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledegede van 'n vakvereniging, en in die geval van 'n Swart werknemer 'n bedrag vir belastinge verskuldig aan die Regering van die Republiek;
- (b) behoudens andersluidende bepalinge in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
- (c) enige bedrag wat 'n werkgever regtens of kragtens 'n bevel van 'n bevoegde hof mag of moet aftrek;
- (d) wanneer daar van 'n werknemer ingevolge die Swartes (Stadsgebiede) Konsolidasiewet, 1945, vereis word of hy daartoe instem om kos en huisvesting of kos of huisvesting van sy werkgever aan te neem, 'n bedrag van hoogstens—

	Per week	Per maand
	R	R
(i) Kos	3,00	13,00
(ii) Huisvesting	1,50	6,50
(iii) Kos en huisvesting	4,50	19,50;

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

- (i) sodanige aftrekking hoogstens twee vyftes van die werknemer se weekloon is, ongeag die getal ure waarin die gewone werkure aldus verminder word;
- (ii) geen aftrekking ten opsigte van korttyd wat deur 'n toeval in die bedryf of 'n tekort aan grondstowwe ontstaan geskied, nie tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
- (iii) geen aftrekking ten opsigte van korttyd geskied as 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;

- (f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever betaal het of onderneem het om te betaal aan 'n bankinstelling, bouvereniging, versekeringsmaatskappy, 'n plaaslike owerheid of 'n geregistreerde finansiële instelling aan die betaling van 'n lening wat aan 'n werknemer toegestaan is om 'n woonplek te bekom;

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

- (i) 'n lening wat aan 'n werknemer toegestaan is om daarmee 'n woonplek te bekom; of
- (ii) die huur van 'n huis of huisvesting in 'n tehuis wat die werknemer bewoon,

indien sodanige huis of tehuis verskaf word deur sodanige ander organisasie, in geheel of gedeeltelik van fondse wat vir daardie doel voorgesket is deur die Staat, 'n plaaslike owerheid of 'n bouvereniging.

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

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

- (a) in die geval van 'n werknemer, uitgesonderd 'n sekuriteitswag of 'n wag, wat ses dae per week werk—
 - (i) 46 in 'n week van Maandag tot en met Saterdag; en
 - (ii) behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigeen van die ander dae tot agt en 'n half verleng kan word;
- (b) in die geval van 'n werknemer wat vyf dae per week werk—
 - (i) 46 in 'n week van Maandag tot en met Vrydag; en
 - (ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart op 'n dag;
- (c) in die geval van 'n sekuriteitswag of 'n wag—
 - (i) 72 in 'n week van Maandag tot en met Saterdag; en
 - (ii) 12 op 'n dag;
- (d) in die geval van 'n los werknemer—nege op 'n dag.

(2) *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;

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

(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, in writing of such agreement, the interval may be so reduced;
- (ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) or (vi) applies, shall be deemed to be continuous;
- (iii) if such interval be longer than one hour except when proviso (iv) applies any period in excess of one and a quarter hours shall be deemed to be time worked;
- (iv) in the case of an employee who is wholly or mainly engaged in cleaning premises if such interval be longer than three hours, any period in excess of three hours shall be deemed to form part of the ordinary hours of work;
- (v) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;
- (vi) when on any day by reason of overtime worked an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;
- (vii) a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this subclause not to have worked during such interval;
- (viii) such interval need not be granted to a boiler attendant or an employee employed on shift work during his ordinary hours of work on any shift if he is given the opportunity during such hours of having a meal while at his post, unless this is prohibited by virtue of any notice published in terms of section 27 of the Factories, Machinery and Building Work Act, 1941.

(5) *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.

(6) *Limitation of overtime.*—

(a) *Normal overtime.*—Save as provided in paragraph (b) hereof, an employer shall not require or permit an employee—

- (i) in the case of a casual employee, to work overtime for more than two hours on any day;
- (ii) in the case of a male employee, to work overtime for more than ten hours in any week;
- (iii) in the case of a female employee, to work overtime—

(aa) for more than ten hours in any week;

(ab) 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 ten hours are not exceeded in any week;

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

(ad) on more than 60 days in any year;

(ae) 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 an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or

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

(b) *Additional overtime.*—Whenever additional overtime is necessary—

(2) *Vroulike werknemers.*—Ondanks andersluidende bepaling hierdie klousule vervat, 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.

(3) *Ruspouses.*—'n Werkgewer moet, so na doenlik aan die mic van elke eerste werktidperk en tweede werktidperk van die dag, elkeen van sy werknemers, uitgesonderd 'n skofwerker, 'n ruspouse minstens 10 minute toestaan waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en d word gegag dat so 'n pouse deel van die gewone werkure van sodan werknemer uitmaak.

(4) *Etenspouses.*—'n Werkgewer mag nie van sy werknemer vereis hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar van sodanige werknemer vereis word of mag hy nie toegelaat word 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 kan kom om die du van sodanige etenspouse tot minstens 'n halfuur te verkort, en dié geval en nadat die werkgewer die Afdelingsinspektet Departement van Mannekragbenutting, vir sy gebied skriftelik kennis gestel het van sodanige ooreenkoms, kan die pouse ald verkort word;
- (ii) werktidperke wat deur pouses van minder as een uur onde breek word, uitgesonderd waar voorbehoedsbepaling (i) of (v van toepassing is, geag word aaneenlopend te wees;
- (iii) as sodanige pouse langer as een uur is, uitgesonderd wanne voorbehoedsbepaling (iv) van toepassing is, enige tyd wat een e 'n kwart uur te bowe gaan, geag word tyd gewerk te wees;
- (iv) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik pe sele skoonmaak, as sodanige pouse langer as drie uur is, enig tyd wat drie uur te bowe gaan, geag word deel van die gewon werkure uit te maak;
- (v) alleenlik een sodanige pouse gedurende 'n werknemer se gewon werkure op 'n dag nie deel van die gewone werkure mag uit maak nie;
- (vi) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewe vereis word om op enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens vyftien minutt verkort kan word;
- (vii) 'n bestuurder van 'n motorvoertuig wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;
- (viii) sodanige pouse nie aan 'n ketelbediener of 'n werknemer wat gedurende sy gewone werkure skofwerk verrig, toegestaan hoef te word nie indien hy die geleentheid gebied word om gedurende sodanige ure 'n maaltyd te nuttig terwyl hy op sy pos is, tensy dit belet word uit hoofde van 'n kennisgewing gepubliseer ingevolge artikel 27 van die Wet op Fabricke, Masjinerie en Bouwerk, 1941.

(5) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalings van subklousule (4), moet alle werkure van 'n werknemer op enige dag agtereenvolgend wees.

(6) *Beperking van oortydwerk.*—

(a) *Normale oortydwerk.*—Behoudens die bepalings van paragraaf (b) hiervan, mag 'n werkgewer nie van sy werknemer vereis of hom toelaat—

- (i) in die geval van 'n los werknemer, om langer as twee uur op 'n dag oortyd te werk nie;
- (ii) in die geval van 'n manlike werknemer, om langer as 10 uur in 'n week oortyd te werk nie;
- (iii) in die geval van 'n vroulike werknemer, om oortyd te werk—

(aa) meer as 10 uur in 'n week;

(ab) meer as twee uur op 'n dag, uitgesonderd dat 'n werknemer wat vyf dae per week werk, tot vier uur oortyd op 'n Saterdag kan werk, maar so dat nie meer as tien uur oortyd in 'n week gewerk word nie;

(ac) op meer as drie agtereenvolgende dae in 'n week;

(ad) op meer as 60 dae in 'n jaar;

(ae) na die voltooiing van haar gewone werkure, langer as een uur op 'n dag tensy hy—

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

(ii) sodanige werknemer betyds van 'n behoorlike ete voorsien het en haar in staat gestel het dit te nuttig voordat sy met oortydwerk moet begin; of

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

(b) *Addisionele oortydwerk.*—Wanneer addisionele oortydwerk nodig is—

- (i) to meet a seasonal demand for the supply of petrol or oil containers;
 - (ii) in an establishment manufacturing metal containers or allied products required by an establishment engaged in the canning or preserving of foodstuffs to prevent the loss of perishable raw materials, an employer may require or permit—
 - (aa) a male employee to work additional overtime: Provided such additional overtime does not exceed ten hours in any week and 500 hours in any year;
 - (ab) a female employee to work additional overtime during the period from the first Monday in October in any year to the last Saturday in March in the succeeding year: Provided that such employee shall not be required or permitted to work—
 - (i) after 19h30 on any day from Monday to Friday, inclusive;
 - (ii) after 13h00 on any Saturday;
 - (iii) more than ten hours additional overtime in any week;
 - (iv) more than 60 hours additional overtime during such period.
- (7) For the purposes of this clause the expression "additional overtime" means—
- (a) in the case of a male employee, overtime in excess of ten hours in any week;
 - (b) in the case of a female employee, overtime worked—
 - (i) in excess of two hours on any day from Monday to Friday, inclusive;
 - (ii) after 18h00 on any day from Monday to Friday, inclusive;
 - (iii) in excess of four hours on any Saturday in an establishment which observes a five-day week;
 - (iv) on any further day in any year in which that employee has worked overtime on 60 days.
- (8) *Payment for overtime.*—An employer shall pay an employee who works overtime at a rate of not less than—
- (a) in the case of a casual employee, one and a third times his ordinary wage in respect of the total period so worked by such employee on any day;
 - (b) in the case of any other employee, one and a third times his ordinary wage in respect of the total period so worked by such employee in any week.
- (9) *Savings.*—(a) This clause shall not apply to—
- (i) a foreman, a senior managerial or administrative employee or a technical or a professional employee if and for so long as such employee is in receipt of a regular wage at a rate of not less than R600 per month;
 - (ii) a traveller or a traveller's assistant;
 - (iii) an employee in respect of any time spent by him in performing his work as a duty driver.
- (b) This clause shall not apply to a male employee while employed on the manufacture of drawn and wall-ironed two piece containers: Provided such employee shall—
- (aa) not be permitted or required to work more than 49 ordinary hours in any cycle of eight consecutive days;
 - (ab) be granted four rest intervals of at least 24 consecutive hours each during such cycle of eight consecutive days: Provided further that at least two of such rest intervals shall be consecutive;
 - (ac) while so employed, be paid an additional amount of not less than 15 per cent of the wage prescribed in clause 3 (1) for an employee of his class.
- (c) Subclauses (3), (4), (5) and (6) shall not apply to an employee while he is engaged on emergency work.
- (d) Subclause (3) shall not apply to a boiler attendant, a chauffeur, a driver of a motor vehicle or a Grade III employee who accompanies such driver of a motor vehicle or a first-aid attendant.
- (e) Subclauses (3) and (4) shall not apply to an employee employed in a canteen or a security guard or a watchman.

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 21 consecutive days' leave, and shall pay such employee in respect of such leave 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: Provided that, for the purposes of this clause—

- (i) om te voldoen aan 'n seisoensvraag vir die verskaffing van petrol- of oliehouers;
 - (ii) in 'n bedryfsinrigting om metaalhouers of aanverwante produkte te vervaardig wat benodig word deur 'n bedryfsinrigting wat voedsel inmaak of preserveer om 'n verlies van bederfbare grondstowwe te verhoed, kan 'n werkgewer vereis of toelaat—
 - (aa) dat addisionele oortydwerk verrig word deur 'n manlike werknemer: Met dien verstande dat sodanige oortydwerk hoogstens tien uur in 'n week en hoogstens 500 uur in 'n jaar behoort;
 - (ab) dat addisionele oortydwerk verrig word deur 'n vroulike werknemer gedurende die tydperk vanaf die eerste Maandag in Oktober in enige jaar tot die laaste Saterdag in Maart in die daaropvolgende jaar: Met dien verstande dat van sodanige werknemer nie vereis of sy nie toegelaat mag word om—
 - (i) na 19h30 op enige dag van Maandag tot en met Vrydag te werk nie;
 - (ii) na 13h00 op 'n Saterdag te werk nie;
 - (iii) meer as tien uur addisionele oortydwerk in 'n week te verrig nie;
 - (iv) meer as 60 uur addisionele oortydwerk in sodanige tydperk te verrig nie.
- (7) By die toepassing van hierdie klousule beteken die uitdrukking „addisionele oortydwerk”—
- (a) in die geval van 'n manlike werknemer, oortydwerk van langer as 10 uur in 'n week;
 - (b) in die geval van 'n vroulike werknemer, oortydwerk van—
 - (i) langer as twee uur op 'n dag van Maandag tot en met Vrydag;
 - (ii) na 18h00 op enige dag van Maandag tot en met Vrydag;
 - (iii) langer as vier uur op 'n Saterdag in 'n bedryfsinrigting wat vyf dae per week werk;
 - (iv) op enige verdere dag in 'n jaar waarin daardie werknemer op 60 dae oortyd gewerk het.
- (8) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen minstens—
- (a) in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in enige week gewerk;
 - (b) in die geval van 'n ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in enige week gewerk.
- (9) *Voorbehoedsbepalings.*—(a) Hierdie klousule is nie van toepassing nie op—
- (i) 'n voorman, 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en solank as sodanige werknemer gereeld 'n loon van minstens R600 per maand ontvang;
 - (ii) 'n handelsreisiger of 'n handelsreisiger se assistent;
 - (iii) 'n werknemer ten opsigte van tyd wat deur hom aan die uitvoering van sy werk as 'n diensdruyer bestee is.
- (b) Hierdie klousule is nie van toepassing nie op 'n manlike werkgewer terwyl hy werksaam is by die vervaardiging van getrokke- en versterktemetaal-tweestukhouers: Met dien verstande dat sodanige werknemer—
- (aa) nie toegelaat of van hom vereis word om meer as 49 gewone ure in 'n tydkring van agt agtereenvolgende dae te werk nie;
 - (ab) vier ruspouses van elk minstens 24 agtereenvolgende ure gedurende sodanige tydkring van agt agtereenvolgende dae toegestaan word: Verder met dien verstande dat minstens twee sodanige ruspouses agtereenvolgend is;
 - (ac) 'n addisionele bedrag van minstens 15 persent van die loon voorgeskryf in klousule 3 (1) vir 'n werknemer van sy klas betaal word terwyl hy hierdie werk doen.
- (c) Subklousules (3), (4), (5) en (6) is nie op 'n werknemer wat noodwerk verrig van toepassing nie.
- (d) Subklousule (3) is nie van toepassing nie op 'n ketelbediener, 'n chauffeur, 'n bestuurder van 'n motorvoertuig of 'n werknemer graad III wat sodanige bestuurder van 'n motorvoertuig vergesel of 'n eerstehulpbediener.
- (e) Subklousules (3) en (4) is nie op 'n werknemer wat in 'n eethuis werk of op 'n sekuriteitswag of wag van toepassing 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 21 agtereenvolgende dae en moet hy sodanige werknemer ten opsigte van sodanige verlof 'n bedrag betaal van minstens drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het: Met dien verstande dat, by die toepassing van hierdie klousule—

- (i) the weekly wage of a traveller who is employed on commission work shall be calculated by dividing the remuneration payable to him by virtue of his agreement in accordance with clause 9 (7) in respect of the 12 months immediately preceding the date of the accrual of his leave by 52 or, if he has had less than 12 months of such employment, by dividing the total remuneration so payable to him during his period of such employment by the number of completed weeks in such period;
- (ii) the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section 20 (5) of the Factories, Machinery and Building Work Act, 1941.
- (2) The leave prescribed in subclause (1) shall be granted and be taken at a time to be fixed by the employer: Provided that—
- (i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;
- (ii) the period of leave shall not be concurrent with—
- (aa) sick leave in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b) amounting in the aggregate to not more than 10 weeks in any one year;
- (ab) any period during which the employee is under notice of termination of employment in terms of clause 11; or
- (ac) any period during which the employee is doing military training or service under the Defence Act, 1957.
- (iii) if New Year's Day, Good Friday, Family Day, Ascension Day, Republic Day, Day of the Vow or Christmas Day falls within the period of such leave, another work-day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;
- (iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 12 months of employment to which the period of leave relates.
- (3) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided that—
- (i) the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates; and
- (ii) the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request at least until after the expiration of the period of leave.
- (b) Subclause (2) shall *mutatis mutandis* apply to the leave referred to in this subclause.
- (4) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3), shall be paid not later than the last work-day before the date of commencement of the leave.
- (5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than one-fourth of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of occasional leave granted to an employee with full pay, at his written request; and provided further that, subject to clause 11 (4), an employee—
- (i) who leaves his employment without having given and served the period of notice prescribed in clause 11, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient; or
- (iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice; shall not be entitled to any payment by virtue of this subclause.
- (6) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (3), and whose employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.

- (i) die weekloon van 'n handelsreisiger wat kommissiewerk doen, bereken word deur die besoldiging wat uit hoofde van sy ooreenkoms ingevolge klousule 9 (7) aan hom betaalbaar is ten opsigte van die 12 maande onmiddellik voor die datum waarop die verlof hom toekom, deur 52 te deel of, indien hy minder as 12 maande aldus gewerk het, deur die totale besoldiging wat aldus vir sodanige dienstydperk aan hom betaalbaar is, deur die getal voltooide weke in sodanige tydperk te deel;
- (ii) die weekloon van 'n werknemer wat stukwerk verrig, bereken word op die grondslag uiteengesit in artikel 20 (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.
- (2) Die verlof by subklousule (1) voorgeskryf, moet verleen word op 'n tyd wat die werkgever bepaal: Met dien verstande dat—
- (i) as sodanige verlof nie eerder verleen is nie; dit behoudens die bepalinge van subklousule (3) so verleen moet word dat dit begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet verleen met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;
- (ii) die tydperk van verlof mag nie saamval nie met—
- (aa) siekteverlof wat ingevolge klousule 7 verleen is of met afwesigheid van die werk as gevolg van onvermoë in die omstandighede soos uiteengesit in klousule 7 (5) (a) of (b) wat in totaal nie meer as 10 weke per jaar mag wees nie;
- (ab) enige tydperk van kennisgewing van diensbeëindiging kragtens klousule 11;
- (ac) enige tydperk van militêre opleiding of diens ingevolge die Verdedigingswet, 1957;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartdag, Republiekdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;
- (iv) 'n werkgever al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens waarop die verlof-tydperk betrekking het, van sodanige verloftydperk kan aftrek.
- (3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgever toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens oploop: Met dien verstande dat—
- (i) sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en
- (ii) die werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.
- (b) Subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.
- (4) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.
- (5) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van daardie 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 'n kwart van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever ten opsigte van 'n tydperk van geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is, 'n eweredige bedrag kan aftrek: Voorts met dien verstande dat, behoudens klousule 11 (4) 'n werknemer—
- (i) wat sy diens verlaat sonder om die tydperk kennis te gee en te werk wat by klousule 11 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgever betaal het in plaas daarvan om aldus kennis te gee; of
- (ii) wat sy diens sonder 'n regsgeldige rede verlaat; of
- (iii) wat sonder kennisgewing deur sy werkgever ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is;
- op geen betaling uit hoofde van hierdie subklousule geregtig is nie.
- (6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof verleen is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom verleen was.

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

- (a) any period in respect of which an employer, in terms of clause 11, pays an employee in lieu of notice;
- (b) any period during which an employee is absent—
 - (i) on leave in terms of this clause;
 - (ii) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b);
 - (iii) on the instructions or at the request of his employer, amounting in the aggregate, in any one year, to not more than 10 weeks; and
- (c) any period during which an employee is absent undergoing military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service;

and employment shall be deemed to commence—

- (i) in the case of an employee who, before this determination became binding, had become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
 - (ii) in the case of an employee who was in employment before this determination became binding and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
 - (iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date on which this determination became binding, whichever is the later.
- (8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave at any time, but not more than once in any period of 12 months, close his establishment or a part of his establishment for 14 consecutive days plus any additional days that may have to be added by virtue of the third proviso to subclause (2).
- (b) An employee who at the date of the closing of an establishment or the part thereof in which he is employed, is not entitled to the full period of annual leave prescribed in subclause (1) shall, in respect of any leave due to him be paid by his employer on the basis set out in subclause (5), and for the purposes of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment or part of the establishment, as the case may be.

7. SICK LEAVE

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

- (a) in the case of an employee who normally works a five-day week, not less than 20 work-days; and
- (b) in the case of any 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 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work-day in respect of each completed period of five weeks of employment and, in the case of every other employee, one work-day in respect of each completed month of employment;
- (ii) 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;
- (b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or New Year's Day, Good Friday, Family Day, Ascension Day, Republic Day, Day of the Vow or Christmas Day; or
- (c) on the Tuesday immediately succeeding the Monday following New Year's Day whenever the latter falls on a Sunday;

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that, when an employee has, during any period of

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

- (a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 11 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 onvermoë in die omstandighede soos uiteengesit in klousule 7 (5) (a) of (b);
 - (iii) op las of versoek van 'n 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 daarkragens is om meer as vier maande van een sodanige opleidings- of dienstydsperk as diens te eis nie; en word diens geag te begin—

- (i) in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Vaststelling 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 Vaststelling in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragens 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 inwerktrading van hierdie Vaststelling, 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 14 agtereenvolgende dae plus alle addisionele dae wat moontlik uit hoofde van die derde voorbehoudsbepaling van subklousule (2), daarby gevoeg moet word.
- (b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting of deel van 'n bedryfsinrigting waarin hy werksaam is, nie op die volle tydperk van die jaarlikse verlof voorgeskryf by subklousule (1) geregtig is nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in subklousule (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. 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 twintig werkdade, en
- (b) in die geval van enige ander werknemer, altesaam minstens 24 werkdade,

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

- (i) gedurende die eerste 24 agtereenvolgende maande diens, '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) 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 'n tydperk van langer as drie agtereenvolgende werkdade; of
- (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartdag, Republiekdag, Geloftedag of Kersdag; of
- (c) op die Dinsdag onmiddellik na die Maandag wat volg op Nuwejaarsdag wanneer laasgenoemde op 'n Sondag val, van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregiastreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld;

up to eight weeks, received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may, during the period of eight weeks immediately succeeding the last such occasion, require him to produce such a certificate in respect of any absence.

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

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

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

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

(aa) on leave in terms of clause 6;

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

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

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

(ii) any period during which an employee is absent from work owing to 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 period of such training or service,

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

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

(5) This clause shall not apply—

(a) to an employee at whose written request his employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for 20 or 24 work-days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate may be reduced, but to not less than the rate of accrual set out in the first proviso to subclause (1);

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

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) Subject to clauses 4 (6) and 6 (2), if an employee, other than a casual employee, does not work on New Year's Day, Good Friday, Family Day, Ascension Day, Republic Day, Day of the Vow or Christmas Day, or whenever New Year's Day falls on a Sunday and an employee does not work on the Monday immediately following such Sunday, his employer shall pay him for the week in which such day falls not less than his weekly wage: Provided that whenever Family Day falls within a period during which additional overtime is worked by an employee in terms of clause 5 (6) (b) his employer may substitute Kruger Day for such Family Day but if the employment of an employee, who worked on Family Day without having been paid in terms of subclause (2), terminates for whatever cause, before Kruger Day, his employer shall on termination, pay such employee, in addition to any other remuneration due to him, an amount of not less than his daily wage.

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

Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

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

(4) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1);

en wat 'n enige jaar altesaam hoogstens 10 weke beloop; en

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

en word enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum van inwerkingtreding van hierdie Vaststelling by die toepassing van hierdie klousule geag diens ingevolge hierdie Vaststelling te wees, en word alle siekteverlof wat met volle betaling aan sodanige werknemer gedurende sodanige tydperk verleë is, geag ingevolge hierdie Vaststelling verleë 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, as ongeskiktheid beskou word slegs gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

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

(a) '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 deur die werknemer aangewys is 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 werkdade, 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 aanwaskoers vermeld in die eerste voorbehoudsbepaling van subklousule (1);

(b) 'n tydperk van ongeskiktheid van 'n werknemer waarvoor van die werkgever ingevolge 'n ander wet vereis word om aan die werknemer minstens sy volle loon te betaal.

8. OPENBARE VAKANSIEDAE EN SONDAE

(1) Behoudens klousules 4 (6) en 6 (2) moet 'n werkgever aan 'n werknemer, uitgesonderd 'n los werknemer wat nie op Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartdag, Republiekdag, Geloftedag of Kersdag werk nie, of wanneer Nuwejaarsdag op 'n Sondag val en die werknemer nie op die Maandag onmiddellik na dié Sondag werk nie, minstens sy weekloon betaal vir die week waarin sodanige dag val: Met dien verstande dat wanneer Gesinsdag binne 'n tydperk val waarin 'n werknemer ingevolge klousule 5 (6) (b) addisionele oortydwerk verrig, sy werkgever sodanige Gesinsdag deur Krugersdag kan vervang, maar as die diens van 'n werknemer wat op Gesinsdag gewerk het sonder dat hy ingevolge subklousule (2) betaal is, om watter rede ook al voor Krugersdag eindig, moet sy werkgever hom by sodanige eindiging, benevens alle ander besoldiging wat aan hom verskuldig is, 'n bedrag van minstens sy dagloon betaal.

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

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

- (a) pay the employee—
 - (i) if he so works for a period not exceeding four hours, not less than his daily wage;
 - (ii) if he so works for a period exceeding four hours, at a rate of not less than double his ordinary wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or
- (b) pay the employee at a rate of not less than one and a third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.
- (4) Whenever a shift worker works a shift which falls partly on any public holiday mentioned in subclause (1) or on a Sunday and partly on any other day, the whole shift shall be deemed to have been worked on the day on which the major part of such shift falls.
- (5) Subclauses (2) to (4), inclusive, shall not apply to—
 - (a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a) or (b);
 - (b) a casual employee.

9. PIECE-WORK AND COMMISSION WORK

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

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

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

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

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

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

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

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

(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 gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon betaal, en wel die bedrag wat die grootste is; of
- (b) die werknemer teen minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne sewe dae na 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 word of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, daar geag word dat hy vier uur gewerk het.
- (4) Wanneer 'n skofwerker 'n skof werk wat gedeeltelik op 'n openbare vakansiedag in subklousule (1) genoem, of op 'n Sondag en gedeeltelik op 'n ander dag val, moet daar geag word dat die hele skof gewerk is op die dag waarop die grootste gedeelte van sodanige skof val.
- (5) Subklousules (2) tot en met (4) is nie van toepassing nie op—
 - (a) 'n werknemer wat uitgesluit is van die voorbehoudsbepalings vir werkure ingevolge klousule 5 (9) (a) of (b);
 - (b) 'n los werknemer.

9. STUKWERK EN KOMMISSIEWERK

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

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

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

(3) 'n Werkgever wat voornemens is om 'n bestaande stukwerkstelsel of die besoldiging wat daarvolgens van toepassing is, af te skaf of te wysig, moet aan sy werknemer wat volgens sodanige stelsel werk, minstens een week 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, af te skaf of te wysig nie.

(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 die handelsreisiger betaalbaar, indien sodanige loon hoër is as dié wat by klousule 3 (1) vir sodanige handelsreisiger voorgeskryf word, asook die kommissietarief of -tariewe en die voorwaardes waarop hy die reg daarop verkry;
- (b) die dag van die week of maand waarop die verdiende kommissie verskuldig en betaalbaar is;
- (c) die gebied waarin daar van die handelsreisiger vereis word of hy toegelaat word om te werk;
- (d) die tipe, beskrywing, getal, hoeveelheid of waarde van die bestellings (individueel, wekeliks, 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) Die bepalinge van die ooreenkoms wat in subklousule (5) bedoel word, mag vir die handelsreisiger geldelik nie minder voordelig as die betrokke bepalinge van hierdie Vasstelling wees nie: Met dien verstande dat die besoldiging van 'n handelsreisiger wat kommissiewerk verrig, betaalbaar is op die dag wat in die ooreenkoms bepaal word, en in hierdie opsig is die bepalinge van klousule 4 (1) nie op sodanige betaling van toepassing nie.

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

(8) An employer or a traveller, who intends to cancel, or to negotiate for an alteration of an agreement in regard to commission work, shall give written notice of such intention, and the period of such notice shall be not less than that required to terminate the contract of employment of such traveller in terms of clause 11.

10. PROHIBITION OF EMPLOYMENT

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

11. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

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

- (i) in the case of one work-day's notice, the daily wage the employee is receiving at the time of such termination;
- (ii) in the case of a 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 the second proviso to subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

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

- (i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or any period of military training or service which an employee is undergoing in pursuance of the Defence Act, 1957;
- (ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (5) (a) and (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.

12. 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

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

(8) 'n Werkgewer of 'n handelsreisiger wat voornemens is om 'n ooreenkoms in verband met kommissiewerk op te sê of oor 'n wysiging daarvan te onderhandel, moet van sodanige voorneme skriftelik kennis gee en die termyn van sodanige kennisgewing mag nie korter wees nie as dié wat by klousule 11 vir die beëindiging van die dienskontrak van sodanige handelsreisiger vereis word.

10. VERBOD OP INDIENSNEMING

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

11. BEÏNDIGING VAN DIENSKONTRAK

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

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

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

Met dien verstande dat—

- (i) die reg van 'n werkgewer of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;
 - (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;
 - (iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros,
- nie hierdeur geraak word nie: 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 werkgewer hom betaal in plaas van kennis te gee, die uitdrukking „ten tyde van sodanige beëindiging ontvang” geag word te beteken „ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie”.

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

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

- (i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende, 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of enige tydperk van militêre opleiding of diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;
- (ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof of as gevolg van ongeskiktheid in die omstandighede soos uiteengesit in klousule 7 (5) (a) en (b), wat altesaam hoogstens tien weke in 'n jaar mag wees, ooreenkomstig klousule 7 kennis gegee mag word nie.

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

12. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende kleren wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis

any law he is compelled to provide for his employee, and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash or wash and iron any such uniform, overall or protective clothing, in which event the employer shall pay such employee an allowance of not less than 60c every week.

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.

I/We (a)
 carrying on trade in the Metal Containers and Allied Products 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 R
 per week.

(Signature of Employer or
 Authorised Representative)

Date 19.....

- (a) Delete whichever inapplicable.
 (b) State class in which employee was wholly or mainly engaged,
 e.g. clerk, traveller, Grade I employee, line leader.

14. LOG BOOK.

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

DAILY LOG

Name of employer
 Name of driver
 Date
 Time of starting work
 Time of finishing work
 Number of hours worked
 Meal interval from to
 Particulars of any accident or delay

(Signature of driver)

Date 19.....

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

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

verskaf en in 'n bruikbare en sindelike toestand hou, en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniforms, oorpakke en beskermende klere te was of te was en te stryk, in welke geval die werkgewer die werknemer 'n toelae van minstens 60c per week moet betaal.

13. DIENSSERTIFIKAAT

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

Ek/Ons (a)
 wat die Metaalhouer- en Aanverwante Produktenywerheid beoefen te
 verklaar hierby dat
 in my/ons diens was (a) van die dag
 van 19..... tot die dag
 van 19..... as (b)

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

Handtekening van werkgewer
 of gemagtigde verteenwoordiger

Datum 19.....

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

14. LOGBOEK

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

DAAGLIKSE LOG

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

(Handtekening van drywer van motorvoertuig)

Datum 19.....

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

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

R.1040] [22 May 1981

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941****METAL CONTAINERS AND ALLIED PRODUCTS
INDUSTRY, CERTAIN AREAS**

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 Metal Containers and Allied Products Industry, Certain Areas, published under Government Notice R.1039 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

R.1041] [22 May 1981

WAGE ACT, 1957**METAL CONTAINERS AND ALLIED PRODUCTS
INDUSTRY, CERTAIN AREAS**

The Minister of Manpower Utilisation, in terms of section 16 of the Wage Act, 1957, proposes to cancel Wage Determination 320, published under Government Notice R.1923 of 6 November 1970. Any person who desires to comment on the proposed cancellation must submit such comments within 30 days from the date of publication hereof to the Director General: Manpower Utilisation, Private Bag X117, Pretoria, 0001.

R.1040] [22 Mei 1981

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941****METAALHOUER- EN AANVERWANTE
PRODUKTENYWERHEID, SEKERE GEBIEDE**

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 Metaalhouer- en Aanverwante Produktenywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R.1039 van 22 Mei 1981, oor die algemeen vir die werknemers wie se werke en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA
Minister van Mannekragbenutting

No. R.1041] [22 Mei 1981

LOONWET, 1957**METAALHOUER- EN AANVERWANTE
PRODUKTENYWERHEID, SEKERE GEBIEDE**

Die Minister van Mannekragbenutting is voornemens om kragtens artikel 16 van die Loonwet, 1957, Loonvasstelling 320, gepubliseer by Goewermentskennisgewing R.1923 van 6 November 1970, in te trek. Enige persoon wat kommentaar oor die voorgestelde intrekking wil lewer, moet sodanige kommentaar binne 30 dae vanaf die datum van publikasie hiervan aan die Direkteur-generaal: Mannekragbenutting, Privaatsak X117, Pretoria 0001, voorleë.

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