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GOEWERNMENTSKENNISGEWINGS**DEPARTEMENT VAN MANNEKRAG**

No. R.1468]

[17 Julie 1981

LOONWET, 1957**LOONVASSTELLING 413****BEDRYFSUITRUSTINGNYWERHEID, SEKERE
GEBIEDE**

In opdrag van die Minister van Mannekrag, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Bedryfsuitrustingnywerheid, 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**

(1) Hierdie vasstelling is van toepassing op alle werknemers in die Bedryfsuitrustingnywerheid en op die werkgewers van sodanige werknemers in die volgende gebiede, naamlik:

Kaapprovinsie.—Die landdrostdistrikte Bellville, Die Kaap, Oos-Londen, Goodwood, Kimberley, Kuilsrivier, Port Elizabeth, Simonstad en Wynberg en die munisipale gebiede George, Graaff-Reinet, Grahamstad, King William's Town, Oudtshoorn,

GOVERNMENT NOTICES**DEPARTMENT OF MANPOWER**

No. R.1468]

[17 July 1981

WAGE ACT, 1957**WAGE DETERMINATION 413****BUSINESS EQUIPMENT INDUSTRY, CERTAIN
AREAS**

By direction of the Minister of Manpower it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Business Equipment 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**

(1) This determination shall apply to all employees in the Business Equipment Industry and to the employers of such employees in the following areas, namely:

Cape Province.—The Magisterial Districts of Bellville, The Cape, East London, Goodwood, Kimberley, Kuils River, Port Elizabeth, Simonstown and Wynberg and the municipal areas of George, Graaff-Reinet, Grahamstown, King William's Town, Oudts-

Paarl, Queenstown, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Upington, Vredendal, Wellington en Worcester;

Natal.—Die landdrosdistrikte Durban, Inanda, Pietermaritzburg en Pinetown en die munisipale gebiede Dundee, Empangeni, Eshowe, Ladysmith, Newcastle, Port Shepstone en Vryheid;

Oranje-Vrystaat.—Die munisipale gebiede Bethlehem, Bloemfontein, Kroonstad, Parys, Sasolburg en Welkom;

Transvaal.—Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Westonaria en Wonderboom, en die munisipale gebiede Bethal, Ermelo, Lichtenburg, Louis Trichardt, Middelburg, Nelspruit, Phalaborwa, Pietersburg, Potchefstroom, Rustenburg, Standerton, Tzaneen, Vanderbijlpark, Vereeniging, Witbank en Zeerust.

(2) Vir die doeleindes van hierdie klousule beteken „*Bedryfsuitrustingnywerheid*” die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om een of meer van die volgende werksaamhede te verrig:

- 'n Raming maak van die behoeftes van besigheids-, nywerheids-, staats- of ander ondernemings en organisasies betreffende die gebruik van bedryfsuitrusting en uitrusting of stelsels aanbeveel wat in bepaalde behoeftes sal voorsien;
- bedryfsuitrusting of die produk van bedryfsuitrusting verkoop of bedryfsuitrusting verpag, verhuur, huur, of uithuur, insluitende die verkoop deur die verskaffer van bedryfsuitrusting van onderdele of toebehore of materiaal wat gebruik word saam met die uitrusting wat verskaf word;
- aan gebruikers van bedryfsuitrusting dienste lewer wat noodsaaklik is vir of gepaard gaan met die bediening van die uitrusting, soos die opleiding van die gebruiker se werknemers in die bediening van die uitrusting, die ontwerp of implementering van boekhou-, besigheids-, dataverwerkings- of kantoorstelsels en die huur van die dienste van gespesialiseerde personeel;
- bedryfsuitrusting monteer, installeer, onderhou, versien of herstel;

maar uitgesonderd die verkoop van bedryfsuitrusting of onderdele of toebehore of materiaal daarvoor, of die verkoop van die produk van bedryfsuitrusting waar sodanige verkoop nie saam met een of meer van die werksaamhede in (a), (c) of (d) hierbo bedoel, geskied nie;

2. WOORDOMSKRYWING

Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie vaststelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet, en tensy dit strydig met die sinsverband is, beteken—

- „*algemene assistent*” ’n werknemer wat een of meer van die volgende werksaamhede verrig of hoedanighede beklee:
 - 'n Adresseermasjien bedien;
 - posseëls op briewe, pakkies of ander artikels aanbring sodat dit gepos kan word, of 'n handbediende frankeermasjien gebruik;
 - gedrukte of klaar geadresseerde etikette op bottels, bale, kiste of ander pakke aanbring;
 - kissies van kasplanke met die hand inmeekaarsit;
 - hulp op 'n afleweringvoertuig verleen, maar nie die voertuig dryf nie;
 - afvalmetaal stukkend breek;
 - goedere dra of verskuif, maar nie met 'n kragtoestel nie;
 - wiele omruil of lekke regmaak;
 - filterperse of masjinerie skoonmaak;
 - persele of voertuie, meubels, implemente, gereedskap, werktuie of ander artikels op sy werkgewer se persele skoonmaak;
 - kontantgeld by k.b.a.-verkope invorder of skriftelike bestellings aanneem;
 - met betrekking tot goedere wat in die bedryfsinrigting verkoop word, papier, monsters, of ander artikels of kommoditeite met die hand sny;
 - afvalmetaal in stukke sny met 'n asetileen- of elektriese brander;
 - 'n afrolmasjien bedien;
 - outomatiese of semi-outomatiese masjiene, bewegende bande of platforms voer of daarvan afneem;
 - pos opvou of in koeverte plaas;
 - roerende eiendom gedurende die sake-ure van 'n bedryfsinrigting bewaak;
 - hyserbediener;
 - voertuie laai of aflaai;
 - vure maak of aan die gang hou of vullis of as verwyder;
 - tee of soortgelyke drankke maak vir of bedien aan werknemers, sy werkgewer of gaste;
 - bale, blikke, kiste of ander pakke met die hand merk, brandmerk of sjabloneer;
 - afvallood smelt;

hoorn, Paarl, Queenstown, Somerset West, Stellenbosch, Strand, Uitenhage, Upington, Vredendal, Wellington en Worcester;

Natal.—The Magisterial Districts of Durban, Inanda, Pietermaritzburg and Pinetown and the municipal areas of Dundee, Empangeni, Eshowe, Ladysmith, Newcastle, Port Shepstone and Vryheid;

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

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Westonaria and Wonderboom, and the municipal areas of Bethal, Ermelo, Lichtenburg, Louis Trichardt, Middelburg, Nelspruit, Phalaborwa, Pietersburg, Potchefstroom, Rustenburg, Standerton, Tzaneen, Vanderbijlpark, Vereeniging, Witbank and Zeerust.

(2) For the purposes of this clause „*Business Equipment Industry*” means the industry in which employers and employees are associated for the carrying on of any one or more of the following activities:

- Assessing the needs of business, industrial, State or other undertakings and organisations in regard to the use of business equipment and recommending equipment or systems to meet specific needs;
- selling business equipment or the product of business equipment or leasing, letting, hiring or renting out business equipment, including the selling by the supplier of business equipment of parts or accessories or materials used in conjunction with the equipment supplied;
- providing services to users of business equipment which are essential or incidental to the operation thereof, such as training the user's employees in operating the equipment, the design or implementation of accounting, business, data processing or office systems and the hiring of the services of specialist staff;
- assembling, installing, maintaining, servicing or repairing business equipment;

but excluding the selling of business equipment or parts or accessories or materials therefor or the selling of the product of business equipment where such sale is not carried on in conjunction with any one or more of the activities referred to in (a), (c) or (d) above.

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 unless inconsistent with the context—

(1) „*Area A*” means the *Magisterial Districts* of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Durban, East London, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Klerksdorp, Krugersdorp, Kuils River, Nigel, Oberholzer, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstown, Springs, Westonaria, Wonderboom and Wynberg and the *municipal areas* of Bloemfontein, Paarl, Sasolburg, Uitenhage, Vanderbijlpark, Vereeniging, Welkom and Witbank;

(2) „*Area B*” means the *municipal areas* of Bethlehem, Ermelo, George, Grahamstown, Kroonstad, Ladysmith, Middelburg (Tb), Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Potchefstroom, Rustenburg, Somerset West, Stellenbosch, Strand, Wellington and Worcester;

(3) „*Area C*” means the *municipal areas* of Bethal, Dundee, Empangeni, Eshowe, Graaff-Reinet, King William's Town, Lichtenburg, Louis Trichardt, Parys, Phalaborwa, Port Shepstone, Queenstown, Standerton, Tzaneen, Upington, Vredendal, Vryheid and Zeerust;

(4) „*assembler*” means an employee who is engaged in assembling mechanical, electrical or electronic devices or appliances or any component parts thereof in whole or in part from ready-made parts;

(5) „*business equipment*” means appliances, equipment, machines, devices and apparatus, operating according to manual, photographic, mechanical, electrical, electrostatic or electronic principles or any combination of such principles, which are primarily intended for use in any one or more of the following activities: Accounting, calculating, data processing, data transmission, duplicating, word processing, document reproduction, document transmission, record keeping, record retrieval, banking, business or office procedures and systems;

(6) *Business Equipment Industry*—vide clause 1 (2); (5)

(7) „*business equipment technician*” means an employee, other than a business equipment technician's assistant, who is engaged in the installation, maintenance, diagnosing of faults in and repairing of business equipment;

(8) „*business equipment technician's assistant*” means an employee who is engaged in the repetitive assembling, stripping, cleaning, oiling, greasing and adjusting of business equipment and who may, under the

- (x) bode;
- (y) kiste of kratte toespyker of heelmaak;
- (z) masjinerie of voertuie, uitgesonderd motorvoertuie of bedryfsuistrusting, olie of smeer;
- (aa) bestellingopmaker;
- (ab) artikels verpak vir versending of aflewering;
- (ac) goedere op uitstallakke, eilandrakke of rakke pak of opstapel;
- (ad) riffel of veselborddose of soortgelyke houers inmeekaarsit of uitmeekaarhaal;
- (ae) pakke, pakkette of sjablone sorteer of pakkette toedraai;
- (af) bande of drade om kiste sit;
- (ag) goedere uitpak;
- (ah) rubber- of ander stempels gebruik, waar daar geen onderskeidingsvermoë nodig is nie;
- (ai) oorpakke, uniforms of beskermende kleres was; (25)
- (2) „bediener van ’n motor hysmasjien” ’n werknemer wat ’n kraggedrewe mobiele hysmasjien bedien wat by die laai, aflaai, verskuiwing of stapeling van goedere gebruik word; (37)
- (3) „bedryfsinrigting” ’n perseel waarop of in verband waarmee een of meer werknemers in die Bedryfsuistrustingnywerheid in diens is; (20)
- (4) „bedryfsuistrusting” toestelle, uitrusting, masjiene, instrumente en apparaat, wat met die hand bedien word of volgens fotografiese, meganiese, elektrotegniese, elektrostatische of elektroniese beginsels of enige kombinasie van sodanige beginsels werk en wat in die eerste instansie bedoel is vir gebruik in enigeen of meer van die volgende werksaamhede: Boekhou-, reken, dataverwerkings-, dataversending-, duplisering-, woordverwerkings-, dokumentreprodusering-, dokumentoorsending-, rekordhouding-, rekordherwinning-, bank-, besigheids- of kantoorprosedures en -stelsels; (5)
- (5) „bedryfsuistrustingnywerheid” die nywerheid omskryf in klousule 1 (2); (6)
- (6) „bedryfsuistrustingtegnikus” ’n werknemer, uitgesonderd ’n bedryfsuistrustingtegnikus se assistent, wat bedryfsuistrusting installeer en onderhou en foute daarin diagnoseer en bedryfsuistrusting herstel; (7)
- (7) „bedryfsuistrustingtegnikus se assistent” ’n werknemer wat bedryfsuistrusting herhaaldelik monteer, uitmeekaarhaal, skoonmaak, olie, smeer en instel en wat, onder toesig van ’n bedryfsuistrustingtegnikus of volgens ’n voorgeskrewe staat, kleinere herstelwerk kan verrig; (8)
- (8) „bestellingopmaker” ’n werknemer wat in ’n bedryfsinrigting of ’n gedeelte van ’n bedryfsinrigting waartoe klante normaalweg nie toegang het nie, die goedere vir ’n bestelling byeenbring volgens ’n skriftelike bestelling, instruksie of lys; (42)
- (9) „bestuurder” ’n werknemer wat deur sy werkgewer belas is met die algehele—
- (a) toesig oor;
- (b) verantwoordelikheid vir; en
- (c) leiding van;
- die werksaamhede van ’n bedryfsinrigting of ’n afdeling van ’n bedryfsinrigting, en die werknemers wat daarin werk of wie se werksaamhede daarvandaan gereël word; (33)
- (10) „bode” ’n werknemer wat briewe, boodskappe of goedere aflewer of vervoer maar nie met behulp van ’n motorvoertuig nie; (36)
- (11) „bruto kombinasie massa” die maksimum massa van ’n kombinasie van ’n motorvoertuig en ’n sleepwa of sleepwaens en die vrag soos gespesifiseer deur die vervaardiger of, in die afwesigheid van sodanige spesifikasie, soos deur die betrokke registrasie-owerheid bepaal; (26)
- (12) „bruto voertuig massa” die maksimum massa van ’n motorvoertuig en sy vrag soos gespesifiseer deur die vervaardiger of, in die afwesigheid van sodanige spesifikasie, soos deur die betrokke registrasie-owerheid bepaal; (27)
- (13) „chauffeur” ’n werknemer, uitgesonderd ’n drywer, wat ’n ligte motorvoertuig dryf wat bedoel is om mense te vervoer en gebruik word vir die vervoer van sy werkgewer of van werknemers, klante of besoekers, en wat gebruik kan word vir die vervoer van dokumente of pakkies; (10)
- (14) „dag” die tydperk van 24 uur van middernag tot middernag; (15)
- (15) „deeltydse werknemer” ’n werknemer wat persele skoonmaak, of ’n klerk wat as sodanig by die week of maand in diens is vir hoogstens 25 gewone werkeure in ’n week; (44)
- (16) „demonstrateur” ’n werknemer wat uitsluitlik of hoofsaaklik gemeoid is met die demonstrasie van bedryfsuistrusting met die doel om persone te bewoog om sodanige goedere te koop; (16)
- (17) „drywer” ’n werknemer, uitgesonderd ’n chauffeur, wat ’n motorvoertuig dryf, en vir doeleindes van hierdie woordomskrywing 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; (18)
- (18) „eerstepassistent” ’n werknemer wat in besit is van ’n geldige sertifikaat van bevoegdheid wat uitgereik is deur—
- (a) die Suid-Afrikaanse Rooikruisvereniging;
- (b) die St John Ambulance Association; of
- (c) die Suid-Afrikaanse Noodhulppliga;

supervision of a business equipment technician or according to a prescribed schedule, carry out minor repairs; (7)

(9) „casual employee” means an employee who is employed by the same employer on not more than three days in any week; (33)

(10) „chauffeur” means an employee, other than a driver, who is engaged in driving a light motor vehicle which is intended to carry passengers and used for the conveyance of his employer or of employees, clients or visitors and which may be used for the conveyance of documents or parcels; (13)

(11) „clerical assistant” means an employee who, under the supervision of a clerk with not less than two years’ experience, is engaged in any one or more of the following activities:

(a) Adding or subtracting with or without a machine;

(b) copying, other than by typewriter or addressing machine, names and addresses from prepared documents on to envelopes, labels or circulars;

(c) copying, other than by typewriter, particulars on to records;

(d) filing documents in accordance with a written instruction or list or in alphabetical, colour or numerical order;

(e) issuing time cards;

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

(g) writing up stock cards; (28)

(12) „clerk” means an employee who is engaged in writing, typing or any other form of clerical work and includes a despatch clerk, an office cashier, a storeman, a telephone switchboard operator and an operator of a machine used for accounting or calculating purposes, or a punch card machine, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form part of such employee’s work; (27)

(13) „commission work” means any system under which a sales representative’s remuneration or part of his remuneration is calculated on the value or number of orders submitted by him to and accepted by his employer; (29)

(14) „computer operator” means an employee who operates or assists in operating electronic data processing machines, including a system consisting of a number of such machines; (48)

(15) „day” means the period of 24 hours from midnight to midnight; (14)

(16) „demonstrator” means an employee who is wholly or mainly engaged in demonstrating business equipment with the object of inducing persons to buy such equipment; (16)

(17) „despatch clerk” means an employee who is responsible for the despatching or the packing of goods for transport or delivery and who may supervise the assembling, checking, packing, marking, addressing or despatching of goods or packages; (58)

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

(19) „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 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;

(c) any work in connection with the guarding of property for security reasons during building operations or structural alterations; (40)

(20) „establishment” means any premises in or in connection with which one or more employees are employed in the Business Equipment Industry; (3)

(21) „experience” means, in relation to—

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

(b) any other class of employee, the total period or periods of employment which an employee has had in his class in the Business Equipment Industry; (42)

(22) „extra heavy motor vehicle” means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 16 000 kg; (20)

(23) „first-aid assistant” 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 Noodhulppliga;

wat 'n eerstehulpbediener behulpsaam is in die uitvoering van sy pligte en wat gedurende laasgenoemde se afwesigheid in sy plek kan optree; (23)

(19) „*eerstehulpbediener*” ’n werknemer wat in besit is van ’n geldige sertifikaat van bevoegdheid wat uitgereik is deur—

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

en wat in beheer is van ’n eerstehulpkamer; (24)

(20) „*ekstra swaar motorvoertuig*” ’n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 16 000 kg is; (22)

(21) „*faktotum*” ’n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Kleinere herstelwerk of verstellings doen aan masjinerie, instal-lasie of ander uitrusting, uitgesonderd bedryfsuitrusting, wat die eiendom van sy werkgever is;
- (b) kleinere herstelwerk of opknappingswerk of onderhoudswerk doen aan geboue wat deur sy werkgever geokkupeer word;

maar wat nie werk verrig wat gewoonlik deur ’n bedryfsuitrusting-tegnikus gedoen word nie; (28)

(22) „*Gebied A*” die landdrostdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaap, Durban, Oos-Londen, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Klerksdorp, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Westonaria, Wonderboom en Wynberg en die munisipale gebiede Bloemfontein, Paarl, Sasolburg, Uitenhage, Vanderbijlpark, Vereeniging, Welkom en Witbank; (1)

(23) „*Gebied B*” die munisipale gebiede Bethlehem, Ermelo, George, Grahamstad, Kroonstad, Ladysmith, Middelburg (Tvl.), Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Potchefstroom, Rustenburg, Somerset-Wes, Stellenbosch, Strand, Wellington en Worcester; (2)

(24) „*Gebied C*” die munisipale gebiede Bethal, Dundee, Empan-gen, Eshowe, Graaff-Reinet, King William’s Town, Lichtenburg, Louis Trichardt, Parys, Phalaborwa, Port Shepstone, Queenstown, Standerton, Tzaneen, Upington, Vredendal, Vryheid en Zeerust; (3)

(25) „*gekwalfiseerd*”, met betrekking tot ’n werknemer, dat die ondervinding van ’n werknemer van sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; (47)

(26) „*kantoor-kassier*” ’n werknemer wat in ’n kantoor of ’n bedryfs-inrigting geld ontvang vir goedere wat in die bedryfsinrigting verkoop word en wat van sodanige geld rekenskap gee, en wat kwitansies kan uitreik, geld in ’n bank kan deponeer, ander take kan verrig met betrekking tot die verantwoording vir geld, lone kan betaal en reël om geld uit ’n bank op te vra; (41)

(27) „*klerk*” ’n werknemer wat skryf-, tik- of enige ander soort klerk-like werk verrig en omvat dit ook ’n versendingsklerk, kantoor-kassier, magasynman, telefoonskakelbordoperateur en ’n bediener van ’n masjien wat vir boekhou- of rekendoeleindes gebruik word of van ’n pons-kaartmasjien, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se werk; (12)

(28) „*klerklike assistent*” ’n werknemer wat onder toesig van ’n klerk met minstens twee jaar ondervinding een of meer van die volgende werksaamhede verrig:

- (a) Optel of aftrek, met of sonder ’n masjien;
- (b) name en adresse van opgestelde dokumente af op koevert, etikette of omsendbriewe aanbring op ’n ander manier as met ’n tikmasjien of ’n adresseermasjien;
- (c) besonderhede in registers aanbring op ’n ander manier as met ’n tikmasjien;
- (d) dokumente lisseer volgens ’n skriftelike opdrag of lys, in alfabe-tiese of numerieke volgorde of volgens kleur;
- (e) tydkaarte uitreik;
- (f) vrag- of afleveringsbriewe of verpakkingstrokies uitskryf;
- (g) voorraadkaarte byhou; (11)

(29) „*kommissiewerk*” ’n stelsel waarvolgens ’n verkoopsverteenwoordiger se besoldiging of ’n gedeelte daarvan bereken word volgens die waarde of getal van die bestellings wat hy aan sy werkgever voorlê en wat laasgenoemde aanvaar; (13)

(30) „*korttyd*” ’n tydelike vermindering van die getal gewone wer-keure weens ’n slappe in die bedryf, ’n tekort aan grondstowwe, ’n on-klaraarraking van installasie of masjinerie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (51)

(31) „*ligte motorvoertuig*” ’n motorvoertuig waarvan die bruto voer-tuigmassa of bruto kombinasie-massa nie meer as 3 500 kg is nie; (31)

(32) „*loon*” die bedrag wat ingevolge klousule 3 (1) aan ’n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf. Met dien verstande dat—

- (i) as ’n werkgever ’n werknemer ten opsigte van sodanige gewone werkure gereeld ’n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;
- (ii) die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat

who assists a first-aid attendant in the performance of his duties and who may act for him during his absence; (18)

(24) „*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 Noodhulppliga;

and who is in charge of a first-aid room; (19)

(25) „*general assistant*” means an employee who is engaged in any one or more of the following activities or capacities:

- (a) addressing machine operator;
- (b) affixing postage stamps on letters, parcels or other articles for posting or using a manually operated franking machine;
- (c) affixing printed or ready addressed labels on to bottles, bales, boxes or other packages;
- (d) assembling boxes from shooks by hand;
- (e) assisting on delivery vehicles, other than driving;
- (f) breaking up scrap metal;
- (g) carrying or moving goods, other than by power-driven device;
- (h) changing wheels or repairing punctures;
- (i) cleaning filter presses or machinery;
- (j) cleaning premises or vehicles, furniture, implements, tools, uten-sils or other articles on his employer’s premises;
- (k) collecting cash in the case of c.o.d. sales or accepting written orders;
- (l) cutting by hand, in relation to goods sold in the establishment, paper, samples, or other articles or commodities;
- (m) cutting up scrap metal by acetylene or electric torch;
- (n) duplicating machine operator;
- (o) feeding or taking off from automatic or semi-automatic machines, moving belts or platforms;
- (p) folding or enveloping mail;
- (q) guarding movable property during the business hours of an establishment;
- (r) lift attendant;
- (s) loading or unloading vehicles;
- (t) making or maintaining fires or removing refuse or ash;
- (u) making tea or similar beverages for or serving tea or similar beverages to employees, his employer, or guests;
- (v) marking, branding or stencilling bales, tins, boxes or other pack-ages by hand;
- (w) melting scrap lead;
- (x) messenger;
- (y) nailing or repairing boxes or crates;
- (z) oiling or greasing machinery or vehicles, other than motor ve-hicles or business equipment;
- (aa) ordermaker;
- (ab) packing articles for despatch or delivery;
- (ac) placing or stacking goods on counters, gondolas or shelves;
- (ad) setting up or dismantling corrugated or fibreboard boxes or simi-lar containers;
- (ae) sorting packages, parcels or stencils or wrapping parcels;
- (af) strapping or wiring boxes;
- (ag) unpacking goods;
- (ah) using rubber or other stamps, involving no discretion;
- (ai) washing overalls, uniforms or protective clothing; (1)

(26) „*gross combination mass*” means the maximum mass of any combination of a motor vehicle and trailer or trailers and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (11)

(27) „*gross vehicle mass*” means the maximum mass of a motor ve-hicle and its load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority con-cerned; (12)

(28) „*handyman*” means an employee who is engaged in any one or more of the following activities:

- (a) making minor repairs or minor adjustments to machinery, plant or other equipment, other than business equipment, being the property of his employer;
- (b) effecting minor repairs or renovations to or maintenance work on buildings occupied by his employer;

but who does not do work normally performed by a business equipment technician; (21)

(29) „*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; (54)

(30) „*law*” includes the common law; (60)

(31) „*light motor vehicle*” means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (31)

(32) „*local authority*” means any borough council, city council, divi-sional council, health committee, local area committee, local board, municipal council, town board, town council, village council, village management board, the Transvaal Board for the Development of Peri-Urban Areas established under Ordinance 20 of 1943 read with

dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daat 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; (6)

(33) „*los werknemer*” 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is; (9)

(34) „*maandelikse werknemer*” 'n werknemer wat by die maand betaal word; (38)

(35) „*magasynman*” 'n werknemer wat beheer het oor voorrade en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis te ontvang, op te berg, te versamel, te verpak of uit te pak en om goedere uit 'n magasyn of pakhuis aan afdelings of vir versending te lewer; (52)

(36) „*medium motorvoertuig*” 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (35)

(37) „*monteur*” 'n werknemer wat meganiese, elektriese of elektroniese toestelle of aparate of enige onderdeel daarvan in die geheel of gedeeltelik uit klaarvervaardigde onderdele inmeekaarsit; (4)

(38) „*motorvoertuig*” 'n selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 50 cm³, en sluit dit in 'n voorhaker en 'n trekker, maar nie 'n mobiele hysmasjien nie; (39)

(39) „*nag*” die tydperk tussen 23h00 en 04h00; (40)

(40) „*noodwerk*” —

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

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

(i) skepe, spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens;

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

(c) enige werk in verband met die bewaking van eiendom om veiligheidsredes, tydens bouwerkzaamhede of verbouings; (19)

(41) „*onderhoudstoelae*” 'n toelae om die addisionele lewenskoste te dek wat deur 'n werknemer aangegaan is as gevolg van sy afwesigheid van sy woonplek; (53)

(42) „*ondervinding*”, met betrekking tot—

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

(b) 'n ander klas werknemer, die totale tydperk of tydperke wat so 'n werknemer in sy klas in die Bedryfsuitrustingsnwyerheid werkzaam was; (21)

(43) „*oortyd*” die gedeelte van enige tydperk wat 'n werknemer vir sy werkgever werk gedurende een week of op een dag, na gelang van die geval en wat meer is as die onderskeie gewone werke wat by klousule 5 (1) (a), (c), (d) of (e) vir sodanige werknemer voorgeskryf is, maar sluit dit nie 'n tydperk waartydens sodanige werknemer op 'n Sondag vir sy werkgever werk, in nie; (43)

(44) „*opleidingsbeambte*” 'n werknemer wat ander werknemers van sy werkgever of die werknemers van gebruikers of van potensiele gebruikers van bedryfsuitrusting ten opsigte van die bediening of instandhouding van sodanige uitrusting onderrig, oplei of instrueer; (59)

(45) „*patroonmaker*” 'n werknemer wat patrone of oorlegels vervaardig vir die maak van kopieë van dokumente, wat oorgedruk word met addisionele inligting; (56)

(46) „*plaaslike owerheid*” 'n munisipale raad, stadsraad, afdelingsraad, gesondheidskomitee, plaaslike gebiedskomitee, plaaslike raad, dorpsraad, dorpsbestuursraad, die Transvaalse Raad vir die Ontwikkeling van Buitestedelike Gebiede, ingestel kragtens Ordonnansie 20 van 1943 gelees met Ordonnansie 15 van 1966 van Transvaal, die Raad op Ontwikkeling en Dienste van Natal, ingestel kragtens Ordonnansie 20 van 1941 gelees met Ordonnansie 14 van 1974 van Natal, en enige ander soortgelyke instelling of liggaam bedoel in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961); (32)

(47) „*programmeerder*” 'n werknemer wat programme vir elektroniese dataverwerkingsmasjiene kodeer, toets en analiseer; (46)

(48) „*rekenaarbediener*” 'n werknemer wat elektroniese dataverwerkingsmasjiene bedien of behulpsaam is by die bediening daarvan, en omvat dit ook 'n stelsel wat uit 'n aantal sodanige masjiene bestaan; (14)

(49) „*sekuriteitswag*” 'n werknemer wat by een of meer van die volgende aktiwiteite betrokke is:

(a) Mense deursoek;

(b) toesig hou of beheer uitoefen oor wagte;

(c) die beweging van mense of voertuie deur kontrolepunte of hekke kontroleer of verslag daaroor doen;

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;

Ordinance 15 of 1966 of Transvaal, the Development and Services Board of Natal, constituted under Ordinance 20 of 1941 read with Ordinance 14 of 1974 of Natal, and any other similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961); (46)

(33) „*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 or directed therefrom; (9)

(34) „*mechanical horse*” means a motor vehicle designed or adapted to pull other vehicles but not to carry any load other than a trailer or ballast resting upon it, but does not include a tractor; (59)

(35) „*medium motor vehicle*” means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 3 500 kg but does not exceed 9 000 kg; (36)

(36) „*messenger*” means an employee who is engaged in delivering or conveying letters, messages or goods other than by means of a motor vehicle; (10)

(37) „*mobile hoist operator*” means an employee who is engaged in operating a power-driven mobile hoist used in the loading, unloading, moving or stacking of goods; (2)

(38) „*monthly employee*” means an employee who is paid by the month; (34)

(39) „*motor vehicle*” means any self-propelled vehicle with an engine capacity exceeding 50 cm³, and includes a mechanical horse and a tractor but does not include a mobile hoist; (38)

(40) „*night*” means the period between 23h00 and 04h00; (39)

(41) „*office cashier*” means an employee who, in an office or an establishment, receives money for goods sold in the establishment, and who accounts for such money, who may issue receipts, deposit money in a bank, perform other tasks relating to the accounting for money, pay wages and arrange for the withdrawal of money from a bank; (26)

(42) „*ordermaker*” means an employee who, in an establishment to which customers do not normally have access or a portion of such an establishment, assembles orders by bringing together goods in accordance with a written order, instruction or list; (8)

(43) „*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) (a), (c), (d) or (e), but does not include any period during which an employee works for his employer on a Sunday; (43)

(44) „*part-time employee*” means a cleaner of premises or a clerk who is employed as such by the week or month for not more than 25 ordinary hours of work in any week; (15)

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

(46) „*programmer*” means an employee who is engaged in coding, testing and analysing programmes for electronic data processing machines; (47)

(47) „*qualified*” in relation to an employee, means that the experience of the employee in his class entitles him to the highest wage rate prescribed for that class; (25)

(48) „*sales representative*” means an employee who, for and on behalf of his employer, is engaged in soliciting or canvassing orders from persons or organisations for the supply, sale, lease, rental or hire of business equipment; (57)

(49) „*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; (49)

(50) „*shift worker*” means an employee who is engaged on shift work in an activity in which two or three consecutive shifts per day are worked; (50)

(51) „*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; (30)

(52) „*storeman*” means an employee who is in charge of stores and who is responsible for receiving, storing, assembling, packing or unpacking goods in a store or warehouse and the delivery of goods from a store or warehouse to departments or for despatch; (35)

(53) „*subsistence allowance*” means an allowance which is intended to defray the additional living expenses incurred by an employee by reason of absence from his home or place of residence; (41)

- (ab) vereis kan word om een van of al die werksaamhede wat vir 'n wag voorgeskryf is, te verrig; (49)
- (50) „skofwerker” ’n werknemer wat skofwerk verrig in ’n werksaamheid waarin twee of drie agtereenvolgende skofte per dag gewerk word; (50)
- (51) „sleepwa” ’n voertuig wat nie selfaangedrewe is nie maar wat ontwerp of aangepas is om deur ’n motorvoertuig gesleep te word, en sluit dit ’n leunwa in; (58)
- (52) „stelselanaliseerder” ’n werknemer wat kommersiële of wetenskaplike probleme analiseer en oplossings daarvoor probeer vind deur middel van stelsels wat op bedryfsuitrusting gebruik kan word en wat sodanige stelsels toets en installeer; (55)
- (53) „stukwerk” ’n stelsel waarvolgens ’n werknemer se besoldiging gegronde word op die hoeveelheid werk wat verrig is; (45)
- (54) „swaar motorvoertuig” ’n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (29)
- (55) „toesighouer” ’n werknemer, aan die bestuur verantwoordelik, wat toesighoudende beheer oor ’n groep werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (54)
- (56) „trekker” ’n motorvoertuig uitgesonderd ’n voorhaker, wat ontwerp of aangepas is hoofsaaklik om ander voertuie te trek en nie om ’n vrag te dra nie; (57)
- (57) „verkoopsvertegenwoordiger” ’n werknemer wat, vir en namens sy werkgever, bestellings van persone of organisasies vra of werf vir die verskaffing, verkoop, verpak, uithuur of huur van bedryfsuitrusting; (48)
- (58) „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, verpakking, merk, adresseer of versending van sodanige goedere of pakkette; (17)
- (59) „voorhaker” ’n motorvoertuig wat ontwerp of aangepas is om ander voertuie te trek en om geen ander las as ’n sleepwa of ballas wat daarop rus, te dra nie, maar sluit nie ’n trekker in nie; (34)
- (60) „wet” ook die gemene reg; (30)
- (61) „wag” ’n werknemer, uitgesonderd ’n algemene assistent, wat een of meer van die volgende werksaamhede verrig:
- Persele, geboue, strukture of ander eiendom (roerend of onroerend, met inbegrip van goedere en handelsvoorraad) bewaak, beskerm of patrolleer;
 - honde hanteer in die uitvoering van enige van of al die werksaamhede in (a) hierbo genoem. (61)

3. BESOLDIGING

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

- Werknemers, uitgesonderd los werknemers en deeltydse werknemers—

(54) “supervisor” means an employee, responsible to management, who is in supervisory control of a group of employees and who is responsible for the efficient performance by them of their duties; (55)

(55) “systems analyst” means an employee who is engaged in analysing commercial or scientific problems and designing solutions therefor by way of systems for use on business equipment, and testing and installing such systems; (52)

(56) “template maker” means an employee who is engaged in the manufacture of templates or overlays for the production of replicas of documents, over-printed with additional information; (45)

(57) “tractor” means a motor vehicle, other than a mechanical horse, designed or adapted mainly to pull other vehicles but not to carry any load; (56)

(58) “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; (51)

(59) “training officer” means an employee who is engaged in educating, training or instructing other employees of his employer or the employees of users or of potential users of business equipment in the operation or maintenance of such equipment; (44)

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

- 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;
- the first proviso shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received had he not been employed on such a basis; (32)

(61) “watchman” means an employee, other than a general assistant, who is engaged in any one or more of the following activities:

- Guarding, protecting or patrolling premises, buildings, structures or other property (movable or immovable, including goods and trading stock);
- handling dogs in the performance of any or all of the activities referred to in (a); (61)

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:

- Employees other than casual employees and part-time employees—

	In Gebied A		In Gebied B		In Gebied C	
	Gedurende die eerste 12 maande nadat hierdie vasstelling van krag geword het	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling van krag geword het	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling van krag geword het	Daarna
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Algemene assistent	40,00	45,00	34,00	39,00	28,00	33,00
Bediener van 'n mobiele hyskraan, 'n eerste-hulpassistent en bediener van 'n kragaan-gedrewe masjien wat nie uitdruklik in klousule 2 vermeld is nie	48,00	54,00	40,80	46,80	33,60	39,60
Bedryfsuitrustingtegnikus—						
gedurende die eerste jaar ondervinding	55,60	62,55	47,26	54,21	38,92	45,87
gedurende die tweede jaar ondervinding ...	77,20	86,85	65,62	75,27	54,04	63,69
gedurende die derde jaar ondervinding	98,40	110,70	83,64	95,94	68,88	81,18
daarna	120,00	135,00	102,00	117,00	84,00	99,00
Bedryfsuitrustingtegnikus se assistent, en monteur—						
gedurende die eerste jaar ondervinding	45,20	50,85	38,42	44,07	31,64	37,29
gedurende die tweede jaar ondervinding ...	50,40	56,70	42,84	49,14	35,28	41,58
daarna	55,60	62,55	47,26	54,21	38,92	45,87
Bestuurder	140,00	157,50	119,00	136,50	98,00	115,50
Chauffeur	50,00	56,25	42,50	48,75	35,00	41,25
Demonstrateur—						
gedurende die eerste jaar ondervinding	55,60	62,55	47,26	54,21	38,92	45,87
gedurende die tweede jaar ondervinding ...	76,00	85,50	64,60	74,10	53,20	62,70
daarna	96,00	108,00	81,60	93,60	67,20	79,20
Drywer van—						
'n ligte motorvoertuig	50,00	56,25	42,50	48,75	35,00	41,25
'n medium motorvoertuig	64,00	72,00	54,40	62,40	44,80	52,80
'n swaar motorvoertuig	76,00	85,50	64,60	74,10	53,20	62,70
'n ekstra swaar motorvoertuig	86,00	96,75	73,10	83,85	60,20	70,95
Eerstehulpbediener	60,00	67,50	51,00	58,50	42,00	49,50
Faktotum	60,40	67,95	51,34	58,89	42,28	49,83
Klerk—						
gedurende die eerste jaar ondervinding	50,80	57,15	43,18	49,53	35,56	41,91
gedurende die tweede jaar ondervinding ...	62,00	69,75	52,70	60,45	43,40	51,15
gedurende die derde jaar ondervinding	73,20	82,35	62,22	71,37	51,24	60,39
gedurende die vierde jaar ondervinding	84,40	94,95	71,74	83,29	59,08	69,63
daarna	96,00	108,00	81,60	93,60	67,20	79,20
Klerklike assistent—						
gedurende die eerste jaar ondervinding	45,20	50,85	38,42	44,07	31,64	37,29
gedurende die tweede jaar ondervinding ...	48,00	54,00	40,80	46,80	33,60	39,60
daarna	50,80	57,15	43,18	49,53	35,56	41,91
Opleidingsbeampte	132,00	148,50	112,20	128,70	92,40	108,90
Patroonmaker—						
gedurende die eerste jaar ondervinding	55,60	62,55	47,26	54,21	38,92	45,87
gedurende die tweede jaar ondervinding ...	76,00	85,50	64,60	74,10	53,20	62,70
daarna	96,00	108,00	81,60	93,60	67,20	79,20
Programmeerder—						
gedurende die eerste jaar ondervinding	80,00	90,00	68,00	78,00	56,00	66,00
daarna	98,40	110,70	83,64	95,94	68,88	81,18
Rekenaarbediener—						
gedurende die eerste jaar ondervinding	55,60	62,55	47,26	54,21	38,92	45,87
gedurende die tweede jaar ondervinding ...	76,00	85,50	64,60	74,10	53,20	62,70
daarna	96,00	108,00	81,60	93,60	67,20	79,20
Sekuriteitswag	50,80	57,15	43,18	49,53	35,56	41,91
Stelselanaliseerder	120,00	135,00	102,00	117,00	84,00	99,00
Toesighouer	132,00	148,50	112,20	128,70	92,40	108,90
Verkoopsverteenvoerder—						
gedurende die eerste jaar ondervinding	77,20	86,85	65,62	75,27	54,04	63,69
gedurende die tweede jaar ondervinding ...	98,40	110,70	83,64	95,94	68,88	81,18
daarna	120,00	135,00	102,00	117,00	84,00	99,00
Wag	45,20	50,85	38,42	44,07	31,64	37,29
Werknemer nie elders in hierdie paragraaf uitdruklik vermeld nie	45,20	50,85	38,42	44,07	31,64	37,29

	In Area A		In Area B		In Area C	
	During the first 12 months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Business Equipment Technician—						
during the first year of experience	55,60	62,55	47,26	54,21	38,92	45,87
during the second year of experience	77,20	86,85	65,62	75,27	54,04	63,69
during the third year of experience	98,40	110,70	83,64	95,94	68,88	81,18
thereafter	120,00	135,00	102,00	117,00	84,00	99,00
Business Equipment Technician's Assistant, and Assembler—						
during first year of experience	45,20	50,85	38,42	44,07	31,64	37,29
during second year of experience	50,40	56,70	42,84	48,14	35,28	41,58
thereafter	55,60	62,55	47,26	54,21	38,92	45,87
Chauffeur	50,00	56,25	42,50	48,75	35,00	41,25
Clerical Assistant—						
during first year of experience	45,20	50,85	38,42	44,07	31,64	37,29
during second year of experience	48,00	54,00	40,80	46,80	33,60	39,60
thereafter	50,80	57,15	43,18	49,53	35,56	41,91
Clerk—						
during first year of experience	50,80	57,15	43,18	49,53	35,56	41,91
during second year of experience	62,00	69,75	52,70	60,45	43,40	51,15
during third year of experience	73,20	82,35	62,22	71,37	51,24	60,39
during fourth year of experience	84,40	94,95	71,74	83,29	59,08	69,63
thereafter	96,00	108,00	81,60	93,60	67,20	79,20
Computer Operator—						
during first year of experience	55,60	62,55	47,26	54,21	38,92	45,87
during second year of experience	76,00	85,50	64,60	74,10	53,20	62,70
thereafter	96,00	108,00	81,60	93,60	67,20	79,20
Demonstrator—						
during first year of experience	55,60	62,55	47,26	54,21	38,92	45,87
during second year of experience	76,00	85,50	64,60	74,10	53,20	62,70
thereafter	96,00	108,00	81,60	93,60	67,20	79,20
Driver of—						
a light motor vehicle	50,00	56,25	42,50	48,75	35,00	41,25
a medium motor vehicle	64,00	72,00	54,40	62,40	44,80	52,80
a heavy motor vehicle	76,00	85,50	64,60	74,10	53,20	62,70
an extra heavy motor vehicle	86,00	96,75	73,10	83,85	60,20	70,95
First Aid Attendant	60,00	67,50	51,00	58,50	42,00	49,50
General Assistant	40,00	45,00	34,00	39,00	28,00	33,00
Handyman	60,40	67,95	51,34	58,89	42,28	49,83
Manager	140,00	157,50	119,00	136,50	98,00	115,50
Mobile hoist operator, first-aid assistant and operator of any power-driven machine not specifically mentioned in clause 2	48,00	54,00	40,80	46,80	33,60	39,60
Programmer—						
during first year of experience	80,00	90,00	68,00	78,00	56,00	66,00
thereafter	98,40	110,70	83,64	95,94	68,88	81,18
Sales Representative—						
during first year of experience	77,20	86,85	65,62	75,27	54,04	63,69
during second year of experience	98,40	110,70	83,64	95,94	68,88	81,18
thereafter	120,00	135,00	102,00	117,00	84,00	99,00
Security guard	50,80	57,15	43,18	49,53	35,56	41,91
Supervisor	132,00	148,50	112,20	128,70	92,40	108,90
Systems Analyst	120,00	135,00	102,00	117,00	84,00	99,00
Template Maker—						
during first year of experience	55,60	62,55	47,26	54,21	38,92	45,87
during second year of experience	76,00	85,50	64,60	74,10	53,20	62,70
thereafter	96,00	108,00	81,60	93,60	67,20	79,20
Training Officer	132,00	148,50	112,20	128,70	92,40	108,90
Watchman	45,20	50,85	38,42	44,07	31,64	37,29
Employee not elsewhere in this paragraph specifically mentioned	45,20	50,85	38,42	44,07	31,64	37,29

(b) *Los werknemers.*—'n Los werknemer moet ten opsigte van die tydperk gewerk op 'n dag of 'n gedeelte van 'n dag 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 lone teen 'n stygende skaal voorgeskryf word, die uitdrukking „weekloon” beteken die weekloon wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;
- (ii) waar van 'n los werknemer vereis word om vir hoogstens vier agtereenvolgende ure op 'n dag te werk, sy loon, soos hierbo voorgeskryf, met nie meer as 50 persent ten opsigte van daardie dag verminder mag word nie.

(c) *Deeltydse werknemers.*—'n Deeltydse werknemer moet minstens twee-derdes van die loon voorgeskryf vir 'n voltydse werknemer van dieselfde klas en met dieselfde ondervinding en in dieselfde gebied, betaal word, met die nodige inagneming van die woordomskriving van „ondervinding”.

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

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

- (a) 'n hoër loon as dié van sy eie klas; of
- (b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas;

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

- (aa) in die geval in subparagraaf (a) bedoel, minstens die dagloon bereken teen die hoër tarief; en
- (ab) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op die kerf van die stygende loonskaal onmiddellik bo- kant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande dat—

- (i) hierdie subklousule nie van toepassing is nie wanneer die verskil tussen die klasse ooreenkomstig subklousule (1) op ondervinding berus;
- (ii) indien daar van 'n deeltydse werknemer vereis word om aldus die werk van sodanige ander klas te verrig, hy geregtig is op minstens twee derdes van die besoldiging van 'n voltydse werknemer van sodanige ander klas;
- (iii) tensy daar in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vas- stelling só uitgelê mag word dat dit 'n werkgever belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskryfde loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie;
- (iv) by die toepassing van hierdie subklousule die uitdrukking „sty- gende skaal”, wanneer dit betrekking het op 'n klas werknemer vir wie verhogings voorgeskryf word op die basis van die tydperk van ondervinding, geag word die loon in te sluit wat voorgeskryf is vir 'n gekwalifiseerde werknemer van daardie klas en daarop te eindig.

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

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

- (i) vyf, in die geval van 'n werknemer wat normaalweg vyf dae per week werk;
- (ii) ses, in die geval van enige ander werknemer.

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

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

- (a) wat van sy werkgever se motorvervoer gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgever hom alle redelike uitgawes ver- goed wat hy in die uitvoering van sy pligte in verband met sodanige vervoer aangegaan het, en by die toepassing van hier- die subklousule word die koste verbonde aan die stalling van 'n motorvoertuig oornag, geag 'n vervoeruitgawe te wees;
- (b) van wie vereis word om 'n motorvoertuig vir die uitvoering van sy pligte te verskaf, moet sy werkgever hom vir elke kilometer

(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 a qualified employee of that class;
- (ii) where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage as determined above may be reduced by not more than 50 per cent in respect of that day.

(c) *Part-time Employees.*—A part-time employee shall be paid not less than two-thirds of the wage prescribed for a full-time employee of the same class and with the same experience and in the same area, having due regard to the definition “experience”.

(2) *Basis of Contract.*—For the purposes of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis and, save as provided in subclause 1 (1) (c) and 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) (a), read with the definition of “wage” in clause 2 (a) 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.

(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—

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

Provided that—

- (i) this subclause shall not apply where the difference between classes in terms of subclause (1) is based on experience;
- (ii) where a part-time employee is required so to do the work of such other class, he shall be entitled to not less than two-thirds of the remuneration of a full-time employee of such other class;
- (iii) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this determina- tion shall be so construed as to preclude an employer from re- quiring his employee to perform work of another class for which class the prescribed wage is the same as or lower than that pre- scribed for such employee;
- (iv) for the purposes of this subclause the expression “rising scale”, when it relates to any class of employee for whom increments are prescribed on the basis of length of experience, shall be deemed to include and terminate with the wage prescribed for a qualified employee of that class.

(4) *Calculation of Wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of ordinary hours of work 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) an employee who uses his employer's motor transport or who is required to travel by train or by means of any conveyance other than his own, his employer shall reimburse him all the reason- able expenses incurred by him in connection with such transport in the performance of his duties, and for the purposes of this subclause the cost of overnight garaging of motor transport shall be deemed to be a transport expense;
- (b) an employee who is required to provide motor transport for the performance of his duties, his employer shall pay him for each

wat hy in die uitvoering van sy pligte afgelê het, 'n vervoertoelae betaal van minstens—

- (i) 15c waar die enjinkapasiteit van die voertuig waarmee die werknemer aldus gereis het hoogstens 1 300 cm³ is;
- (ii) 19c waar die enjinkapasiteit van sodanige voertuig meer as 1 300 cm³ maar hoogstens 2 500 cm³ is;
- (iii) 22c waar die enjinkapasiteit van sodanige voertuig meer as 2 500 cm³ is.

(6) *Onderhoudstoelae en -uitgawes.*—Benewens die betaling van enige ander besoldiging verskuldig aan 'n werknemer wat op enige reis wat hy in die uitvoering van sy pligte onderneem, vir 'n tydperk wat oor een of meer nagte strek, van sy woonplek en sy werkgever se bedryfsinrigting afwesig is, moet sy werkgever hom 'n onderhoudstoelae ten opsigte van so 'n reis betaal van minstens R16,00 per nag in gevalle waar maaltye, verversings en geskikte akkommodasie nie op die eienaar se koste verskaf word nie.

(7) (a) 'n Werkgever moet 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 tydperk waarop hy daarop geregtig geword het, moet indien maar dat hy nie meer as een eis in 'n week mag indien nie.

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

- (i) in die geval van 'n eis ingevolge subklousule (5) (a), die soort vervoer en die vervoerkoste of die aard van alle ander uitgawes waarvoor hy vergoeding eis;
- (ii) in die geval van 'n eis ingevolge subklousule (5) (b), die afstand wat hy elke dag afgelê het, die plekke wat besoek is en, uitgesonderd in munisipale gebiede, die roete wat gevolg is;
- (iii) in die geval van 'n eis ingevolge subklousule (6), die tyd waarop elke tydperk van afwesigheid begin en geëindig het; en ten einde aan so 'n vereiste te kan voldoen, moet sy werkgever, voordat sodanige reis deur sodanige werknemer onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word.

(8) Waar 'n werkgever van sy werknemer vereis om 'n opleidingskursus, kongres of seminar by te woon, word sodanige bywoning, vir die doeleindes van subklousules (5) en (6), geag bywoning deur die werknemer in die uitvoering van sy pligte te wees.

(9) *Fietstoelae.*—'n Werkgever wat van 'n werknemer vereis om in die uitvoering van sy pligte sy eie fiets te gebruik, moet hom, benewens enige ander besoldiging aan hom verskuldig, 'n toelae van minstens R1,50 per week of, as hy 'n los werknemer is, minstens 30c per dag betaal.

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens klousules 3 (7) en 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks of maandeliks in kontant of per tjek betaal word, soos deur die werkgever en werknemer ooreengekom, gedurende die werkure op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde koevert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

- (a) die werkgever se naam;
 - (b) die werknemer se naam of sy nommer op die betaalstaat en sy klas;
 - (c) die getal ure wat die werknemer oortyd gewerk het;
 - (d) die getal ure wat die werknemer op 'n Sondag of 'n openbare feesdag gewerk het;
 - (e) die werknemer se loon;
 - (f) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
 - (g) besonderhede van enige bedrag wat afgetrek is;
 - (h) die werklike bedrag wat aan die werknemer betaal word; en
 - (i) die tydperk waarvoor die betaling geskied;
- en sodanige koevert of houer waarop hierdie inligting aangeteken is of sodanige state word die eiendom van die werknemer. Met dien verstande dat—

(i) met die toestemming van die werknemer, die bedrag aan hom verskuldig gestort kan word op sy bouvereniging- of bankrekening deur die werkgever;

(ii) voornoemde inligting betreffende tyd gewerk, nie verstrekkend hoeft te word ten opsigte van 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkurebepalings uitgesluit is nie.

(2) *Los werknemers.*—'n Werkgever 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 werkgever betaal of deur hom aangeneem word nie.

kilometre travelled in the performance of his duties, a transport allowance of not less than—

- (i) 15 cents where the engine capacity of the vehicle in which the employee so travelled does not exceed 1 300 cm³;
- (ii) 19 cents where the engine capacity of such vehicle exceeds 1 300 cm³ but not 2 500 cm³;
- (iii) 22 cents where the engine capacity of such vehicle exceeds 2 500 cm³.

(6) *Subsistence Allowance and Expenses.*—In addition to paying any other remuneration due to an employee who on any journey undertaken in the performance of his duties is absent from his place of residence and his employer's establishment for a period extending over one or more nights, his employer shall pay him a subsistence allowance in respect of such journey of not less than R16,00 per night where meals, teas and suitable accommodation are not provided at the employer's expense.

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

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

- (i) in respect of any claim in terms of subclause (5) (a), the mode of travel employee and the transport expenses incurred or the nature of any other expense for which reimbursement is claimed;
- (ii) in respect of any claim in terms of subclause (5) (b), the distance travelled each day, the points of call and, except in municipal areas, the route followed;
- (iii) in respect of any claim in terms of subclause (6), the times of commencement and ending of each period of absence; and to enable the employee to comply with such a requirement, the employer shall, before any such journey is undertaken by such employee, provide the employee with a suitable book or forms in or on which to keep suitable records.

(8) Where an employer requires his employee to attend any training course, convention or seminar such attendance shall for the purposes of subclauses (5) and (6) be deemed to be attendance by the employee in the performance of his duties.

(9) *Bicycle Allowance.*—An employer who requires an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any other remuneration due to him, an allowance of not less than R1,50 per week or, if he is a casual employee, not less than 30 cents per day.

4. PAYMENT OF REMUNERATION

(1) *Employees other than Casual Employees.*—Save as provided in clauses 3 (7) and 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash or by cheque either weekly or monthly, as agreed between the employer and the employee, during the hours of work on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in 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 overtime hours worked by the employee;
- (d) the number of hours worked by the employee on a Sunday or a public holiday;
- (e) the employee's wage;
- (f) the details of any other remuneration arising out of the employee's employment;
- (g) the details of any deductions made;
- (h) the actual amount paid to the employee; and
- (i) the period in respect of which payment is made;

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

- (i) with the employee's consent the amount due to him may be paid into his building society or bank account by his employer;
- (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 (7) (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) *Koop van goedere*.—'n Werkgewer mag nie van sy werknemer vereis om goedere van hom of van enige winkel, plek of persoon deur hom aangewys, te koop nie.

(5) *Kos en inwoning*.—Behoudens die Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om kos of inwoning of kos en inwoning van hom of van enigiemand anders of op 'n plek deur hom aangewys, aan te neem nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie op tydelike akkommodasie wat deur die werkgewer gereël en betaal word, vir opleidingskurse, kongresse of seminare nie.

(6) *Aftrekkings*.—'n Werkgewer mag sy werknemer geen boetes oplê 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, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir ledegedel van vakverenigings;
- (b) behoudens andersluidende bepalings in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
- (c) enige bedrag wat 'n werkgewer kragtens 'n wet of 'n bevel van 'n bevoegde hof moet of mag aftrek;
- (d) wanneer daar ook al van 'n werknemer ingevolge die Swartes (Stadsgebiede) Konsolidasiewet, 1945, vereis word of wanneer hy ook al daartoe instem om kos en inwoning of kos of inwoning van sy werkgewer aan te neem, 'n bedrag van hoogstens—

Per week Per maand

	R	R
(i) Kos	3,00	13,00
(ii) Inwoning	1,60	6,50
(iii) Kos en inwoning	4,50	19,50;

- (e) wanneer die gewone werkure, soos in klousule 5 voorgeskryf, ook al 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 bedrag hoogstens een derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verkort word;
 - (ii) geen aftrekking ten opsigte van korttyd wat deur 'n slapte in die bedryf of 'n tekort aan grondstowwe ontstaan, geskied nie, tensy die werkgewer sy werknemer een week kennis gegee het van sy voorneme om die gewone werkure te verminder;
 - (iii) geen aftrekking ten opsigte van korttyd geskied vir die eerste uur waarin daar nie gewerk word nie weens 'n onklaarraking van installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;
- (f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat die werkgewer betaal het of onderneem het om te betaal aan—
 - (i) 'n bankinstelling, bouvereniging, versekeringsmaatskappy, 'n plaaslike owerheid of 'n geregistreerde finansiële instelling ten opsigte van die betaling van 'n lening wat aan sodanige werknemer toegestaan is om 'n woning te bekom; of
 - (ii) enige ander organisasie of liggaam ten opsigte van die betaling van 'n lening wat aan sodanige werknemer toegestaan is om daarmee 'n woning te bekom of ten opsigte van die huur van 'n woning of vir huisvesting in 'n tehuis wat sodanige werknemer bewoon, indien sodanige woning of tehuis verskaf word deur sodanige ander organisasie of liggaam, in geheel of gedeeltelik van fondse wat vir daardie doel voorgeskiet is deur die Staat, 'n bouvereniging of 'n plaaslike owerheid.

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

- (1) *Gewone werkure*.—(a) 'n Werkgewer mag nie van 'n werknemer, uitgesonderd 'n los werknemer, sekuriteitswag, skofwerker of wag, vereis of hom toelaat om meer gewone werkure te werk nie as agt op 'n dag en 40 in 'n week van Maandag tot en met Vrydag.
- (b) Ondanks paragraaf (a), mag 'n werkgewer van 'n werknemer, uitgesonderd 'n los werknemer, sekuriteitswag, skofwerker of wag, vereis of hom toelaat om op 'n Saterdag te werk, en die tyd wat aldus gewerk is, sal geag word gewone werkure te wees: Met dien verstande dat—
 - (i) die werknemer nie langer as vier ure op sodanige dag werk nie;
 - (ii) die werknemer op nie meer as twee Saterdae in 'n kalendermaand werk nie;

(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: Provided that this subclause shall not apply to temporary accommodation arranged by and paid for by the employer for training courses, conventions or seminars.

(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, insurance, savings, provident or pension funds, or subscriptions to a trade union;
- (b) except where otherwise provided in this determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- (d) whenever an employee is required in terms of the Blacks (Urban Areas) Consolidation Act, 1945, or whenever an employee 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 one third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
 - (ii) no deduction shall be made in the case of short-time arising out of slackness of trade or a shortage of raw materials, unless the employer has given his employee one week's notice 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—
 - (i) any banking institution, building society, insurance business, local authority or registered financial institution in respect of a payment on a loan granted to such employee to acquire a dwelling; or
 - (ii) any other organisation or body in respect of a payment on a loan granted to such employee to acquire a dwelling or in respect of the rent of a dwelling or for accommodation in a hostel occupied by such employee, if such dwelling or hostel has been provided through the instrumentality of such other organisation or body wholly or partially from funds advanced for that purpose by the State, a building society or a local authority.

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

- (1) *Ordinary Hours of Work*.—(a) An employer shall not require or permit an employee, other than a casual employee, security guard, shift worker or watchman, to work more ordinary hours of work than eight on any day and 40 in any week from Monday to Friday, inclusive.
- (b) Notwithstanding paragraph (a), an employer may require or permit an employee, other than a casual employee, security guard, shift worker or watchman, to work on a Saturday and the time so worked shall be deemed to be ordinary hours of work: Provided that—
 - (i) the employee does not work for more than four hours on such day;
 - (ii) the employee does not work on more than two Saturdays in any calendar month;

- (iii) die tyd wat 'n werknemer op 'n addisionele Saterdag werk of wat meer is as die ure in paragraaf (i) genoem, geag word oortyd te wees.
- (c) 'n Werkgewer mag nie van 'n skofwerker vereis of hom toelaat om—
- meer gewone werkure as agt op 'n skof en 40 in 'n week;
 - meer as ses skofte in 'n week, te werk nie.
- (d) 'n Werkgewer mag nie van 'n los werknemer vereis of hom toelaat om meer as agt gewone werkure op 'n dag te werk nie.
- (e) 'n Werkgewer mag nie van 'n sekuriteitswag of 'n wag vereis om meer gewone werkure te werk nie as—
- 72 in 'n week van Maandag tot en met Saterdag; en
 - behoudens paragraaf (i), 12 op 'n dag.
- (2) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen te werk sonder 'n etenspouse van minstens een uur nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—
- 'n werkgewer met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Mannekrag vir sy gebied, skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;
 - werktydperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudsbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;
 - as sodanige pouse langer as een uur is, behalwe waar voorbehoudsbepaling (vii) van toepassing is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;
 - alleenlik een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;
 - wanneer daar, vanweë oortyd wat gewerk word, van 'n werkgewer vereis word om op enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 30 minute verkort mag word;
 - 'n drywer wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;
 - in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik persele of voertuie wat gebruik word om passasiers mee te vervoer, skoonmaak en indien sodanige pouse langer as drie uur is, enige tydperk bo en behalwe drie uur geag word deel van die gewone werkure of oortyd te wees;
- (3) *Ruspouses.*—'n Werkgewer moet, so na doenlik aan die middel van elke eerste of oggendwerktydperk en elke tweede of namiddagwerktydperk, na gelang van die geval, aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en daar word geag dat so 'n pouse deel van die gewone werkure van so 'n werknemer uitmaak.
- (4) *Werkure moet agtereenvolgend wees.*—Behoudens subklousule (4), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.
- (5) *Beperking van Oortyd.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—
- in die geval van 'n los werknemer, twee uur op 'n dag;
 - in die geval van enige ander werknemer, 12 uur in 'n week en 60 uur in 'n jaar.
- (6) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen minstens—
- in die geval van 'n los werknemer, een en 'n derde maal sy loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op 'n dag gewerk;
 - in die geval van 'n ander werknemer, een en 'n derde maal sy loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in enige week gewerk.
- (7) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing nie op 'n werknemer indien en solank as wat sodanige werknemer 'n gereelde loon ontvang van minstens—
- R700 per maand in die munisipale gebiede Bethal, Ermelo, Graaff-Reinet, Lichtenburg, Louis Trichardt, Parys, Phalaborwa, Standerton, Tzaneen, Upington, Vredendal, Vryheid en Zeerust;
 - R775 per maand in die munisipale gebiede Bethlehem, Dundee, Empangeni, Eshowe, George, Grahamstad, King William's Town, Kroonstad, Ladysmith, Middelburg (Tvl.), Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Port Shepstone, Queenstown, Rustenburg, Somerset-Wes, Stellenbosch, Strand, Wellington en Worcester;
 - R850 per maand in al die gebiede in klousule 1 (1) genoem maar nie in (i) of (ii) hierbo nie.

- (iii) time worked by the employee on any additional Saturday or in excess of the hours stipulated in paragraph (i) shall be deemed to be overtime.
- (c) An employer shall not require or permit a shift worker to work—
- more ordinary hours of work than eight on any shift and 40 in any week,
 - more than six shifts in any week.
- (d) An employer shall not require or permit a casual employee to work more ordinary hours of work than eight on any day.
- (e) An employer shall not require a security guard or a watchman to work more ordinary hours of work than—
- 72 in any week from Monday to Saturday, inclusive; and
 - subject to paragraph (i), 12 on any day.
- (2) *Meal Intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour, during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—
- 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, for his area in writing of such agreement, the interval may be so reduced;
 - periods of work interrupted by intervals of less than one hour, except when proviso (i) or (v) applies, shall be deemed to be continuous;
 - if such interval be longer than one hour, except when proviso (vii) applies, any period in excess of one and one quarter hours shall be deemed to be time worked;
 - 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;
 - if on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may be reduced to not less than half an hour;
 - a driver who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this subclause not to have worked during such interval;
 - in the case of an employee who is wholly or mainly engaged in cleaning premises or vehicles used for the transportation of passengers, if such interval be longer than three hours, any period in excess of three hours shall be deemed to form part of the ordinary hours of work or overtime.
- (3) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each first or morning work period and each second or afternoon work period, as the case may be, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.
- (4) *Hours of Work to be consecutive.*—Save as provided in subclause (2), all hours of work of an employee on any day shall be consecutive.
- (5) *Limitation of Overtime.*—An employer shall not require or permit an employee to work overtime for more than—
- in the case of a casual employee, two hours on any day;
 - in the case of any other employee, 12 hours in any week and 60 hours in any year.
- (6) *Payment for Overtime.*—An employer shall pay an employee who works overtime at a rate of not less than—
- in the case of a casual employee, one and one-third times his wage in respect of the total period so worked by such employee on any day;
 - in the case of any other employee, one and one-third times his wage in respect of the total period so worked by such employee in any week.
- (7) *Savings.*—(a) This clause shall not apply to an employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than
- R700 per month in the municipal areas of Bethal, Ermelo, Graaff-Reinet, Lichtenburg, Louis Trichardt, Parys, Phalaborwa, Standerton, Tzaneen, Upington, Vredendal, Vryheid and Zeerust;
 - R775 per month in the municipal areas of Bethlehem, Dundee, Empangeni, Eshowe, George, Grahamstown, King William's Town, Kroonstad, Ladysmith, Middelburg (Tvl.), Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Port Shepstone, Queenstown, Rustenburg, Somerset West, Stellenbosch, Strand, Wellington and Worcester;
 - R850 per month in all the areas referred to in clause 1 (1) but not mentioned in (i) or (ii) above.

- (b) Subklousule (3) is nie van toepassing nie op 'n chauffeur, 'n drywer of 'n algemene assistent wat sodanige drywer vergesel nie.
- (c) Subklousules (2), (3) en (4) is nie van toepassing nie op 'n bedryfsuitrustingtegnikus, demonstrateur of verkoopsverteenvoordiger nie.
- (d) Subklousules (2), (3), (4) en (5) is nie van toepassing nie op 'n werknemer terwyl hy noodwerk verrig 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 en moet die werknemer verlof neem van—

- (a) in die geval van 'n veiligheids wag of 'n wag, 24 agtereenvolgende werkdag;
 - (b) in die geval van alle ander werknemers, 15 agtereenvolgende werkdag;
- en moet die werkgewer sodanige werknemer ten opsigte van sodanige verlof betaal—

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

- (aa) die weekloon van 'n werknemer wat kommissiewerk doen ooreenkomstig klousule 9, bereken word deur die besoldiging wat uit hoofde van sy ooreenkomst volgens daardie klousule 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 besoldiging wat aldus vir sodanige dienstydperk aan hom betaalbaar is, deur die getal voltooide weke in sodanige tydperk te deel;
- (ab) die weekloon van 'n werknemer wat stukwerk doen ooreenkomstig klousule 9, 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 en geneem word op 'n tyd wat die werkgewer bepaal: Met dien verstande dat—

- (i) as sodanige verlof nie eerder verleen is nie, dit, behoudens subklousule (3), so verleen en geneem moet word dat dit binne drie maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van drie maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet verleen en die werknemer dit moet neem met ingang van 'n datum uiterlik drie maande na die verstryking van genoemde tydperk van drie maande;
- (ii) die verloftydperk nie saamval nie met—
 - (a) siekteverlof ingevolge klousule 7 of met afwesigheid van werk as gevolg van ongeskiktheid in die omstandighede in klousule 7 (6) (a) of (b) uiteengesit, van altesaam hoogstens 10 weke of, indien siekteverlof opgeloopt het ingevolge klousule 7 (4), van altesaam hoogstens 16 weke in 'n jaar;
 - (b) enige tydperk
 - (aa) van kennisgewing van diensbeëindiging ingevolge klousule 12;
 - (ab) waartydens die werknemer militêre opleiding ondergaan of militêre diens doen ingevolge die Verdedigingswet, 1957, tensy die werknemer aldus skriftelik versoek en die werkgewer aldus skriftelik toestem;
- (iii) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek;
- (iv) wanneer 'n werkgewer van sy werknemer vereis om verlof te neem voor die verstryking van die 12 maande diens waarop dit betrekking het, die werkgewer aan sodanige werknemer die volle verloftydperk ooploopbaar vir 12 maande diens, moet toestaan, en die werknemer die volle verloftydperk moet neem, en, met behoorlike inagneming van die toeval van enige verhogings ingevolge klousule 3, sodanige werknemer ten opsigte van sodanige verlof 'n bedrag betaal van minstens dié waarop die werknemer geregtig sou gewees het op die datum waarop die verlof in gewone omstandighede sou toeval: Met dien verstande dat, indien 'n werknemer se diens eindig voor die verstryking van die 12 maande ten opsigte waarvan die verlof ingevolge hierdie voorbehoudsbepaling toegestaan is, die werkgewer die verskil tussen die bedrag aan die werknemer betaal ingevolge hiervan en die bedrag waarop hy geregtig sou gewees het by diensbeëindiging ingevolge subklousule (5) indien dié verlof nie aan hom toegestaan was nie, kan aftrek van die besoldiging wat aan die werknemer verskuldig is by diensbeëindiging;

- (b) Subclause (3) shall not apply to a chauffeur, a driver or a general assistant who accompanies such driver.
- (c) Subclauses (2), (3) and (4) shall not apply to a business equipment technician, demonstrator or sales representative.
- (d) Subclauses (2), (3), (4) and (5) shall not apply to an employee while such employee is engaged on emergency work.

6. ANNUAL LEAVE

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

- (a) in the case of a security guard or a watchman, 24 consecutive work-days' leave;
- (b) in the case of any other employee, 15 consecutive work-days' leave,

and shall pay such employee in respect of such leave—

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

- (aa) the weekly wage of an employee who is employed on commission work in terms of clause 9 shall be calculated by dividing the remuneration payable to him by virtue of his agreement in accordance with that clause 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;
 - (ab) the weekly wage of an employee who is engaged on piece-work in terms of clause 9 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 and be taken so as to commence within three 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 three months, the employer shall grant such leave to the employee and the employee shall take the leave as from a date not later than three months after the expiration of the said period of three months;
 - (ii) the period of leave shall not be concurrent with—
 - (a) sick leave in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (6) (a) or (b) amounting in the aggregate to not more than 10 weeks or, where sick leave has been accumulated in terms of clause 7 (4), amounting in the aggregate to not more than 16 weeks in any one year;
 - (b) any period during which the employee is—
 - (aa) under notice of termination of employment in terms of clause 12;
 - (ab) on military training or service under the Defence Act, 1957, unless the employee so requests and the employer so agrees, in writing;
 - (iii) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 12 months of employment to which the period of leave relates;
 - (iv) when an employer requires his employee to take leave before the expiration of the 12 months of employment to which it relates, the employer shall grant such employee and the employee shall take the full period of leave accruable for 12 months of employment and, with due regard to the accrual of any increments in terms of clause 3, shall pay such employee in respect of such leave an amount of not less than that which the employee would have been entitled to at the date on which the leave would normally have accrued: Provided that where an employee's employment terminates before the expiration of the 12 months in respect of which the leave was granted in terms of this proviso, the employer may set off against any remuneration due to the employee at the termination of his employment, the difference between the amount paid to the employee in terms hereof and the amount to which he would have been entitled at the termination in terms of subclause (5) had the leave not been granted to him;

- (v) 'n werkgewer op die skriftelike versoek van 'n werknemer sodanige werknemer kan toelaat om hoogstens een maal in elke 24 agtereenvolgende maande af te sien van die verlof wat by subklousule (1) vir hom voorgeskryf is, en dat die werkgewer in die plek daarvan aan die werknemer ten opsigte van sodanige verlof die bedrag betaal wat in bedoelde subklousule vir sodanige werknemer voorgeskryf is.
- (3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgewer toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens oploop: Met dien verstande—
- dat sodanige werknemer so 'n versoek doen binne drie maande ná verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en
 - dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.
- (b) Subklousule (2), uitgesonderd voorbehoudsbepaling (v) daarvan, 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 of, op die skriftelike versoek van 'n werknemer, uiterlik op die eerste betaaldag van sodanige werknemer na die verstryking van die verlof.
- (5) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van so 'n termyn, opgeloopt het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens—
- in die geval van 'n werknemer in subklousule (1) (a) bedoel, een derde; en
 - in die geval van 'n werknemer in subklousule (1) (b) bedoel, een kwart
- van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat—
- as 'n werknemer wat minstens een maand diens gedurende enige sodanige tydperk van 12 maande gehad het, se dienskontrak eindig in die loop van 'n maand waartydens hy meer as twee weke maar nie 'n voltooide maand diens gehad het nie, so 'n onvoltooide maand by die toepassing van hierdie subklousule geag word 'n voltooide maand te wees;
 - 'n werkgewer 'n eweredige bedrag kan aftrek ten opsigte van enige tydperk van geleentheidsverlof wat op skriftelike versoek van die werknemer met volle besoldiging toegestaan is;
 - 'n werknemer wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 12 (1) voorgeskryf word, behoudens klousule 12 (6), op geen betaling uit hoofde van hierdie subklousule geregtig is nie, tensy—
 - die werkgewer die werknemer sodanige kennis kwytskeld of die werknemer die werkgewer betaal in plaas van om kennis te gee; of
 - die werknemer, by versuim om sodanige kennis te gee en om gedurende sodanige kennisgewingstermyn te werk, die reg uitoefen wat verleen word by die eerste voorbehoudsbepaling van klousule 12 (1).
- (6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof verleen en geneem is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom verleen en geneem was.
- (7) By die toepassing van hierdie klousule word die uitdrukking „diens” geag te omvat—
- enige tydperk ten opsigte waarvan 'n werkgewer of 'n werknemer ingevolge klousule 12 'n werknemer of werkgewer, na gelang van die geval, betaal in plaas van kennis te gee;
 - enige tydperk wat 'n werknemer afwesig is—
 - met verlof ingevolge hierdie klousule;
 - met siekteverlof ingevolge klousule 7 of as gevolg van ongeskiktheid in die omstandighede uiteengesit in klousule 7 (6) (a) of (b);
 - op las of versoek van sy werkgewer;
 - met die toestemming of kondonering van sy werkgewer;
 - om enige rede wat nie 'n verbreking van die dienskontrak is nie;
- en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke of waar siekteverlof ingevolge klousule 7 (4) opgeloopt het, 'n totaal in enige jaar van hoogstens 10 weke plus die tydperk van opgelope siekteverlof wat ingevolge daardie klousule verskuldig is, tot 'n maksimum van nege weke; en
- (c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings of dienstydsperk as diens te eis nie,

- (v) an employer may, at the written request of an employee, permit such employee not more often than once in every 24 consecutive months to forego the leave prescribed for him in subclause (1) and, in lieu thereof, the employer shall pay to the employee in respect of such leave, the leave pay prescribed for such employees in the said subclause.
- (3) (a) At the written request of his employee, an employer may permit the leave prescribed in subclause (1) to accumulate over a period of not more than 24 months of employment: Provided that—
- the request is made by such employee not later than three months after the expiration of the first period of 12 months of employment to which the leave relates, and
 - 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), except proviso (v), shall *mutatis mutandis* apply to 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 the commencement of the leave or, at the written request of an employee, not later than such employee's first pay-day after the expiration 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—
- in the case of an employee referred to in subclause (1) (a), one-third; and
 - in the case of an employee referred to in subclause (1) (b), one-fourth,
- of the weekly wage which he was receiving immediately before the date of such termination: Provided that—
- if the contract of employment of an employee who has had not less than one month's employment during any such period of 12 months terminates during a month in which he has had more than two weeks but not a completed month of employment, such uncompleted month shall for the purposes of this subclause be deemed to be a completed month;
 - an employer may make a proportionate deduction in respect of any period of occasional leave granted on full pay to an employee at such employee's written request;
 - an employee who leaves his employment without having given and served the period of notice prescribed in clause 12 (1) shall, subject to clause 12 (6), not be entitled to any payment by virtue of this subclause unless—
 - the employer has waived such notice or the employee has paid the employer in lieu of notice; or
 - the employee, in failing to give such notice and to work during such period, was exercising the right conferred by proviso (i) to clause 12 (1).
- (6) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (3), and whose employment terminates before such leave has been granted and taken, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him and taken at the date of such termination.
- (7) For the purposes of this clause the expression “employment” shall be deemed to include—
- any period in respect of which an employer or an employee in terms of clause 12 pays an employee or an employer, as the case may be, in lieu of notice;
 - any period during which an employee is absent—
 - on leave in terms of this clause;
 - on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (6) (a) or (b);
 - on the instructions or at the request of his employer;
 - with the consent or condonation of his employer;
 - for any other reason not being in breach of the contract of employment;
- amounting in the aggregate in any one year to not more than 10 weeks or, where sick leave has been accumulated in terms of clause 7 (4), amounting in the aggregate in any one year to not more than 10 weeks plus the period of accumulated sick leave, up to a maximum of nine weeks, due in terms of that clause; and
- (c) any period during which an employee is absent on 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,

en word diens geag te begin—

- (i) in die geval van 'n werknemer wat, voordat hierdie Vasstelling bindend geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;
- (ii) in die geval van 'n werknemer wat, voordat hierdie Vasstelling bindend geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgever in diens getree het of op die datum waarop hierdie Vasstelling bindend geword het, en wel op die jongste van die twee datums.

7. SIEKTEVERLOF

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

- (a) in die geval van 'n sekuriteitswag of 'n wag, altesaam minstens 36 werkdade, en
- (b) in die geval van enige ander werknemer, altesaam minstens 30 werkdade,

gedurende elke tydkring van 36 agtereenvolgende maande diens by hom, asook enige opgelope siekteverlof ingevolge subklousule (3), en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

- (i) 'n werknemer gedurende die eerste 12 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n sekuriteitswag of wag, een werkdag ten opsigte van elke voltooide maand diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens;
 - (ii) waar 'n werkgever ingevolge 'n wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is.
- (2) 'n Werkgever kan, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk—

- (a) vir langer as drie agtereenvolgende werkdade; of
- (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of openbare vakansiedag,

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, 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 36 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 geneem is nie.

(4) 'n Werkgever moet 'n werknemer in sy tweede siklus van 36 opeenvolgende maande diens by die werkgever toelaat om in daardie siklus, benewens die siekteverloftydperk in subklousule (1) voorgeskryf, een derde van enige siekteverlof wat aldus voorgeskryf maar nie in sy eerste siklus van drie jaar diens geneem is nie, te neem en om een derde van die totaal van alle siekteverlof aldus voorgeskryf maar wat nie geneem is nie gedurende alle voorgaande siklusse, oor te dra na sy derde en elke daaropvolgende sodanige siklus: Met dien verstande dat die totale tydperk siekteverlof beskikbaar aan 'n werknemer gedurende enige sodanige siklus, hoogstens 96 werkdade is in die geval van 'n werknemer in subklousule (1) (a) bedoel, en 80 werkdade in die geval van 'n werknemer in subklousule (1) (b) bedoel: Met dien verstande voorts dat siekteverlof in elke sodanige siklus toegestaan word in die eerste plek uit die getal dae verskuldig ingevolge subklousule (1) en siekteverlof uit beskikbare opgelope siekteverlof toegestaan word slegs nadat al sodanige dae geneem is.

(5) By die toepassing van hierdie klousule—

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

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.

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 a security guard or a watchman, not less than 36 work-days; and

(b) in the case of any other employee, not less than 30 work-days', sick leave in the aggregate during each cycle of 36 consecutive months of employment with him, plus any sick leave accumulated in terms of subclause (3), 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 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at the rate of more than, in the case of a security guard or a watchman, one work-day in respect of each completed month of employment and, in the case of any other employee, one work-day in respect of each completed period of five weeks of employment;

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

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

- (a) for more than three consecutive work-days; or
- (b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a public holiday,

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

(3) Where, during the first cycle of 36 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) An employer shall permit an employee in his second cycle of 36 consecutive months' employment with the employer to take, in that cycle, in addition to the period of sick leave prescribed in subclause (1), one-third of any sick leave so prescribed but not taken in his first three-year employment cycle, and to carry forward into his third and every succeeding such cycle, one-third of the total of all sick leave so prescribed, but not taken, during all preceding cycles: Provided that the total period of sick leave available to an employee during any one such cycle shall not exceed 96 work-days in the case of an employee referred to in subclause (1) (a) and 80 work-days in the case of an employee referred to in subclause (1) (b): Provided further that sick leave shall in every such cycle be granted in the first place from the number of days due in terms of subclause (1) and only after all such days have been taken shall sick leave be granted from any available accumulated sick leave.

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

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

- (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);
 - (ad) met die toestemming of kondonering van sy werkgever;
 - (ae) met enige rede wat nie 'n verbreking van die dienskontrak is nie;

en wat in enige jaar altesaam hoogstens 10 weke beloop of, waar siekteverlof ingevolge subklousule (4) opgeloopt het, 'n totaal in enige jaar van hoogstens 10 weke plus die tydperk van opgelope siekteverlof wat ingevolge daardie subklousule verskuldig is, tot 'n maksimum van nege weke; en

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

en word enige tydperk van diens by dieselfde werkgever onmiddellik voordat hierdie Vasstelling bindend geword het, by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Vasstelling verleen te wees;

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

- (6) Voorbehoedsbepalings.—Hierdie klousule is nie van toepassing nie—

- (a) op 'n werknemer op wie se skriftelike versoek sy werkgever bydraes wat ten minste gelykstaande is met dié van die werknemer, betaal aan 'n fonds of organisasie deur die werknemer benoem, welke fonds of organisasie waarborg om in geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, altesaam minstens die ekwivalent van die werknemer se loon vir 'n tydperk van siekteverlof ingevolge subklousule (1), aan die werknemer te betaal;
- (b) ten opsigte van 'n tydperk van ongeskiktheid van 'n werknemer waarvoor die werkgever ingevolge enige ander wet die werknemer ten minste sy volle loon moet betaal.

8. OPENBARE FEESDAE EN SONDAG

(1) Behoudens klousule 4 (6), moet 'n werkgever aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op 'n openbare feesdag werk nie, minstens sy weekloon betaal vir die week waarin sodanige dag val.

(2) Wanneer 'n werknemer ook al op 'n openbare feesdag werk, moet sy werkgever hom, behoudens klousule 4 (6) vir die week waarin sodanige openbare vakansiedag val, minstens sy weekloon betaal en moet hy hom daarbenewens betaal—

- (a) 'n bedrag bereken teen ten minste sy loon ten opsigte van die totale tydperk deur hom op so 'n openbare vakansiedag gewerk, of sy dagloon, en wel die bedrag wat die grootste is; of
- (b) 'n bedrag bereken teen ten minste een derde van sy loon vir die totale tydperk deur hom op so 'n openbare feesdag gewerk, en hom binne 14 dae na so 'n openbare feesdag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal.

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

- (a) die werknemer—
 - (i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, ten minste sy dagloon betaal;
 - (ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen ten minste dubbel sy loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon betaal, en wel die bedrag wat die grootste is, of
- (b) die werknemer teen ten minste een en 'n derde maal sy loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne 14 dae ná sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan ten minste sy dagloon betaal: Met dien verstande dat, waar daar van sodanige werknemer vereis of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, daar geag moet word dat hy vier uur gewerk het.

(4) Wanneer 'n skofwerker ook al op 'n Sondag werk, moet sy werkgever hom teen ten minste een en 'n derde maal sy loon ten opsigte van die hele tydperk wat hy op sodanige Sondag gewerk het, betaal: Met dien verstande dat daar vir werk op 'n Sondag nie oortydvergoeding betaal word benewens die betaling wat in hierdie subklousule voorgeskryf is nie.

- (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);
 - (ad) with the consent or condonation of his employer;
 - (ae) for any reason not being in breach of the contract of employment;

amounting in the aggregate, in any one year, to not more than 10 weeks or, where sick leave has been accumulated in terms of subclause (4), amounting in the aggregate, in any one year, to not more than 10 weeks plus the period of accumulated sick leave, up to a maximum of nine weeks, due in terms of that subclause; and

- (ii) any period during which an employee is absent on military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service;

and any period of employment which an employee has had with the same employer immediately before the date 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.

- (6) Savings.—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 any period of sick leave in terms of subclause (1);
- (b) in respect of any period of incapacity of an employee for which the employer is required by any other law to pay to the employee not less than his full wage.

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) Subject to clause 4 (6), if an employee, other than a casual employee, does not work on a public holiday, his employer shall pay him for the week in which such day falls not less than his weekly wage.

(2) Whenever an employee works on a public holiday his employer shall, save as provided in clause 4 (6), pay him for the week in which such public holiday falls not less than his weekly wage plus—

- (a) an amount calculated at a rate of not less than his wage in respect of the total period worked by him on such holiday or his daily wage, whichever is the greater; or
- (b) an amount calculated at a rate of not less than one-third of his wage for the total period worked by him on such public holiday, and grant him within 14 days of such public holiday one day's leave and pay him in respect thereof not less than his daily wage.

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

- (a) pay him—
 - (i) if he so works for a period not exceeding four hours, not less than his daily wage;
 - (ii) if he so works for a period exceeding four hours, at a rate of not less than double his wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or
- (b) pay him at a rate of not less than one-third times his wage in respect of the total period worked by him on such Sunday and grant him, within 14 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 on a Sunday, his employer shall pay him at a rate of not less than one and a third times his wage in respect of the total period worked by him on such Sunday: Provided that work on a Sunday shall not attract payment for overtime over and above the rate of remuneration prescribed in this subclause.

(5) Wanneer 'n skofwerker ook al 'n skof werk wat gedeeltelik op 'n openbare feesdag of op 'n Sondag en gedeeltelik op 'n ander dag val, word daar geag dat die hele skof gewerk is op die dag waarop die grootste gedeelte van sodanige skof val.

(6) Voorbehoudsbepalings.—Subklousule (2) is nie van toepassing nie op—

- (a) 'n los werknemer;
- (b) 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkurebepalings uitgesluit is.

9. STUKWERK EN KOMMISSIEWERK

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

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

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

(2) 'n Werkgewer moet 'n lys van die besoldigingsariewe in subklousule (1) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou of hy kan in plaas daarvan alle werknemers wat stukwerk verrig, voorsien van 'n brief deur of namens hom onderteken waarin genoemde besoldigingsariewe aangegee word.

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

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

(5) 'n Werknemer wat volgens 'n ooreenkoms met sy werkgewer die verkoop, huur, verpag, verhuur of uithuur van bedryfsuitrusting teen kommissie onderneem, moet, voordat sodanige werk begin, deur sy werkgewer voorsien word van 'n juiste kopie van die ooreenkoms of 'n verklaring wat die bepalings van die ooreenkoms bevat, wat moet insluit—

(a) die week- of maandloon aan die werknemer betaalbaar, asook die kommissietarief of -tariewe en die voorwaardes waarop hy die reg daarop verkry;

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

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

(d) 'n beskrywing van die toepaslike voorwaardes van die kommissiestelsel;

(e) die metode waarvolgens kommissie bereken word by beëindiging van die dienskontrak en die dag waarop dit betaal word: Met dien verstande dat sodanige betaaldag nie later is nie as die laaste werkdag van die maand wat volg op die maand waarin diens beëindig is.

(6) Behoudens klousule 4 (6), mag die bedrag wat 'n werkgewer moet betaal aan sy werknemer wat kommissiewerk onderneem, nie minder wees nie as die tarief of tariewe waarvoor hulle ooreengekom het.

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

(8) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om werk vir hom uitsluitlik op 'n kommissiegrondslag te onderneem nie. Elke bedrag betaalbaar aan 'n werknemer as kommissie ingevolge 'n ooreenkoms aangegaan ingevolge subklousule (5), is apart van en bykomend by die loon voorgeskryf in klousule 3 (1), gelees met die woordomschrywing van „loon” in klousule 2 (a), vir 'n werknemer van sy klas en ondervinding.

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

10. VERBOD OP INDIENSNEMING

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

(5) Whenever a shift worker works a shift which falls partly on a public holiday 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.

(6) Savings.—Subclause (2) shall not apply to—

- (a) a casual employee;
- (b) an employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a).

9. PIECE-WORK AND COMMISSION WORK

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

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

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

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in subclause (1) or he may in lieu thereof supply every employee engaged on piece-work with a letter signed by himself, or on his behalf, setting out the said rates.

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

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

(5) An employee who by agreement with his employer undertakes the sale, hire, lease, letting or rental of business equipment for commission 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 employee 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 shall be due and payable;

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

(d) a description of the terms of the system of commission applicable;

(e) the method according to which commission will be calculated on termination of the contract of employment and the day on which it will be paid: Provided that such day of payment shall be not later than the last work-day of the month succeeding the month during which employment was terminated.

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

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

(8) An employer shall not require or permit an employee to undertake any work for him on the basis of commission only. Any amount payable to an employee as commission under an agreement entered into in terms of subclause (5) shall be aside from and in addition to the wage prescribed in clause 3 (1), read with the definition of “wage” in clause 2 (a), for an employee of his class and experience.

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

10. PROHIBITION OF EMPLOYMENT

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

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

12. BEÏNDIGING VAN DIENSKONTRAK

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

- (a) gedurende die eerste vier weke diens, minstens een werkdag;
- (b) in die geval van 'n weeklikse werknemer, een week na die eerste vier weke diens;
- (c) in die geval van 'n maandelikse werknemer, twee weke na die eerste vier weke diens,

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—

- (aa) in die geval van een werkdag kennisgewing, ten minste die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ab) in die geval van een week kennisgewing, ten minste die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ac) in die geval van twee weke kennisgewing, ten minste twee maal 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, nie hierdeur geraak word nie;
- (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, nie hierdeur geraak word nie;
- (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 betaling in plaas van kennis nie mag geskied nie gedurende 'n werknemer se afwesigheid—

- (a) met verlof ingevolge klousule 6;
- (b) met siekteverlof ingevolge klousule 7 of as gevolg van ongeskiktheid in die omstandighede in klousule 7 (6) (a) of (b) uiteengesit,

van altesaam hoogstens 10 weke in 'n jaar, of, indien siekteverlof opge-loop het, van altesaam hoogstens 19 weke in 'n jaar;

- (c) terwyl hy ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan of militêre diens doen;

(2) Wanneer 'n werknemer wat ingevolge subklousule (1) betaling in plaas van kennisgewing ontvang, op 'n loonsverhoging ingevolge klousule 3 geregtig sou geword het indien kennis van diensbeëindiging aan hom gegee was, moet sy werkgewer hom, benewens alle ander bedrae aan hom verskuldig, die bedrag betaal wat hom sou toegekom het ten opsigte van sodanige verhoging indien hy sodanige kennis gegee was, en enige bedrag wat ingevolge klousule 6 (5) ten opsigte van verlof aan die werknemer verskuldig is, moet bereken word teen die loon wat hy by diensbeëindiging sou ontvang het indien hy sodanige kennis gegee was.

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

- (4) Die kennisgewing by subklousule (1) voorgeskryf, moet geskied—
 - (a) in die geval van 'n weeklikse werknemer, voor of op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer, en dit geld vanaf die dag ná sodanige betaaldag;
 - (b) in die geval van 'n maandelikse werknemer, voor of op die eerste of die 15de dag van 'n kalendermaand en dit geld vanaf sodanige eerste of 15de dag of, in die geval van 'n bedryfsinrigting waarin verspreide betaaldae nagekom word, vóór of op 'n aangewese betaaldag en die kennisgewingstermyn geld vanaf sodanige aangewese betaaldag of datum;

Met dien verstande dat—

- (i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende, 'n werknemer se afwesigheid—
 - (aa) met verlof ooreenkomstig klousule 6;

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

- (a) during the first four weeks of employment, not less than one work-day's notice;
- (b) in the case of a weekly employee, one week's notice after the first four weeks of employment;
- (c) in the case of a monthly employee, two weeks' notice after the first four weeks of employment,

of termination of the 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—

- (aa) in the case of one work-day's notice, the daily wage the employee is receiving at the time of such termination;
- (ab) in the case of one week's notice, the weekly wage the employee is receiving at the time of such termination;
- (ac) in the case of two weeks' notice, double 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 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 payment in lieu of notice shall not be permitted during an employee's absence—

- (a) on leave in terms of clause 6;
- (b) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (6) (a) or (b), amounting in the aggregate in any one year to not more than 10 weeks or, where sick leave has been accumulated, amounting in the aggregate in any one year to not more than 19 weeks;
- (c) on military training or service in pursuance of the Defence Act, 1957;

(2) Where an employee who is being paid in lieu of notice in terms of subclause (1) would have become entitled to an increment in terms of clause 3 had he been given notice of termination of employment, his employer shall pay him in addition to all other amounts due to him, the amount which would have accrued to him in respect of such increment had he been given such notice, and any amount due to the employee in respect of leave in terms of clause 6 (5) shall be calculated at the wage he would have received on termination of employment had he been given such notice.

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

(4) The notice prescribed in subclause (1) shall be given—

- (a) in the case of a weekly employee, on or before the usual pay-day of the establishment for such employee and shall run from the day after such pay-day;
- (b) in the case of a monthly employee, on or before the first or the 15th day of a calendar month and shall run from such first or 15th day or, in an establishment in which staggered pay-days are observed, on or before a designated pay-day, and the period of notice shall run from such designated pay-day or date:

Provided that—

- (i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence—
 - (aa) on leave in terms of clause 6;

- (ab) terwyl hy militêre opleiding ondergaan of militêre diens doen ingevolge die Verdedigingswet, 1957;
- (ii) daar nie kennis gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof ingevolge klousule 7 of afwesigheid as gevolg van ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b),
- van altesaam, ten opsigte van afwesighede in paragrawe (i) (aa) en (ii) bedoel, hoogstens 10 weke, of, indien siekteverlof opgeloopt het, hoogstens 19 weke in 'n jaar;
- (iii) waar slegs een werkdag se kennisgewing vereis word, sodanige kennisgewing op enige werkdag kan geskied;
- (iv) waar die eerste of 15de dag van 'n maand op 'n Sondag of 'n openbare feesdag val, kennisgewing op die eerste werkdag onmiddellik na sodanige Sondag of openbare feesdag mag geskied.
- (5) Die kennisgewing by subklousule (1) voorgeskryf, moet skriftelik geskied, behalwe in die geval van 'n werknemer wat nie kan lees en skryf nie.
- (6) Ondanks andersluidende bepalings in hierdie Vasstelling kan 'n werkgever, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgever te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepalings van hierdie Vasstelling skuld, hom 'n bedrag toe-eien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer 'n werkgever hom 'n bedrag aldus toegeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (5) geag word dat die werknemer die werkgever betaal het in plaas van kennis te gee.

13. DIENSSERTIFIKAAT

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

DIENSSERTIFIKAAT

Ek/Ons (a)
 wat in die Bedryfsuitrustingnywerheid sake doen te

 sertifiseer hierby dat
 vanaf die dag van 19 tot die
 dag van 19 in my/ons diens was as
 (b)
 By diensbeëindiging was sy/haar (a) loon
 rand sent per week/maand (a).
 Datum 19

Handtekening van werkgever of
 gemagtigde verteenwoordiger

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

- (ab) on military training or service in pursuance of the Defence Act, 1957;
- (ii) notice shall not be given during an employee's absence on sick leave in terms of clause 7 or absence owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b), amounting in the aggregate, in respect of absences referred to in paragraphs (i) (aa) and (ii), to not more than 10 weeks, or where sick leave has been accumulated, to not more than 19 weeks in any one year;
- (iii) where only one work-day's notice is required to be given, such notice may be given on any work-day;
- (iv) where the first or 15th day of the month falls on a Sunday or a public holiday, notice may be given on the first work-day succeeding such Sunday or public holiday.
- (5) The notice prescribed in subclause (1) shall be in writing, except in the case of an employee who is unable to read and write.
- (6) Notwithstanding anything to the contrary in this determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, the employee shall for the purposes of clause 6 (5) be deemed to have paid the employer in lieu of notice.

13. CERTIFICATE OF SERVICE

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

CERTIFICATE OF SERVICE

I/We (a)
 carrying on trade in the Business Equipment Industry at

 hereby certify that
 was employed by me/us (a) from the day
 of 19 to the day
 of 19 as (b)
 At the termination of employment his/her (a) wage was
 rand cents per week/month (a).
 Date 19

Signature of employer or
 authorised representative

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

15. LOGBOEK

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

DAAGLIKSE LOG

Naam van werkgewer.....
 Naam van drywer.....
 Datum..... Registrasienommer van die voertuig.....
 Tyd waarop werk begin het..... h.....
 Tyd waarop werk opgehou het..... h.....
 Getal ure gewerk.....
 Etenstye van..... h..... tot..... h.....
 Besonderhede omtrent enige ongeluk of vertraging.....
 Naam/Name van werknemer(s) wat drywer van motorvoertuig vergesel.....
 Handtekening van drywer.....
 Datum..... 19.....

(2) Elke drywer moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse log in duplo hou en binne 24 uur ná 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, drie jaar lank na sodanige indiening bewaar.

(4) Subklousules (1), (2) en (3) is nie van toepassing nie ten opsigte van 'n motorvoertuig wat toegerus is met 'n meganiese toestel wat outomaties die aanvangs- en die ophoutye vir die hele tydperk wat die voertuig gedryf word en die getal kilometers afgelê, aanteken. Met dien verstande dat—

- (i) die werkgewer 'n register hou wat sonder onderbreking die name van die drywers van sodanige voertuig en die tyd waarop elke drywer vir die voertuig verantwoordelik was, meld;
- (ii) genoemde register die registrasienommer van die voertuig meld; en
- (iii) genoemde register deur elke drywer onderteken word om die tyd te bevestig waarop hy verantwoordelikheid vir die voertuig oorneem en waarop hy ophou om vir die voertuig verantwoordelik te wees.

(5) 'n Werkgewer moet elke register soos in subklousule (4) vermeld, bewaar vir 'n tydperk van minstens drie jaar ná die datum van die laaste inskrywing daarin op daarop.

16. BYWONINGSREGISTER

(1) Elke werkgewer moet in sy bedryfsinrigting een of meer bywoningsregister verskaf waarin voorsiening gemaak word vir die inskrywings wat van 'n werknemer ingevolge subklousule (3) vereis word om te doen: Met dien verstande dat 'n werkgewer in plaas van sodanige bywoningsregister, 'n halfoutomatiese tydregistreerder kan verskaf met die nodige kaarte so na as doenlik in die volgende vorm:

No..... Naam.....
 Week eindigend..... 19.....

Dag	In	Uit	In	Uit	Totaal
Sondag	..h..	..h..	..h..	..h..	.....
Maandag	..h..	..h..	..h..	..h..	.....
Dinsdag	..h..	..h..	..h..	..h..	.....
Woensdag	..h..	..h..	..h..	..h..	.....
Donderdag	..h..	..h..	..h..	..h..	.....
Vrydag	..h..	..h..	..h..	..h..	.....
Saterdag	..h..	..h..	..h..	..h..	.....

15. Log-Book

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

LOG-BOOK

Name of employer.....
 Name of driver.....
 Date..... Registration number of the vehicle.....
 Time of starting work..... h.....
 Time of finishing work..... h.....
 Number of hours worked.....
 Meal hours from..... h..... to..... h.....
 Particulars of any accident or delay.....
 Name(s) of employee(s) accompanying driver of motor vehicle.....
 Signature of driver.....
 Date..... 19.....

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

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

(4) Subclauses (1), (2) and (3) shall not apply in respect of a motor vehicle which is fitted with a mechanical device which automatically records the starting and stopping times for the whole period during which the vehicle is being driven and the number of kilometres travelled: Provided that—

- (i) the employer keeps a record showing, with full continuity, the names of the drivers of such vehicle and the times during which each driver was in charge of the vehicle;
- (ii) the said record shows the registration number of the vehicle; and
- (iii) the said record is signed by each driver confirming the time when he takes charge of the vehicle and the time when he ceases to be in charge of the vehicle.

(5) An employer shall retain every record referred to in subclause (4) for a period of at least three years after the date of the last entry therein or thereon.

16. ATTENDANCE REGISTER

(1) Every employer shall provide in his establishment one or more attendance registers in which provision is made for the entries which an employee is, in terms of subclause (3), required to make: Provided that in lieu of such attendance register an employer may provide a semi-automatic time recorder with the necessary cards as nearly as practicable in the following form:

No..... Name.....
 Week ending..... 19.....

Day	In	Out	In	Out	Total
Sunday	..h..	..h..	..h..	..h..	.....
Monday	..h..	..h..	..h..	..h..	.....
Tuesday	..h..	..h..	..h..	..h..	.....
Wednesday	..h..	..h..	..h..	..h..	.....
Thursday	..h..	..h..	..h..	..h..	.....
Friday	..h..	..h..	..h..	..h..	.....
Saturday	..h..	..h..	..h..	..h..	.....

(2) 'n Werkgewer moet daagliks in sodanige bywoningsregister aantekeninge hou van die naam en beroep van elke werknemer of, waar hy 'n halfoutomatiese tydregistreerder verskaf het, moet hy aan elke werknemer 'n kaart verskaf in die vorm voorgeskryf in die voorbehoudsbepaling van subklousule (1), en hierdie kaart moet die naam van die werknemer en die datum van die einde van die week ten opsigte waarvan dit gebruik moet word, aandui.

(3) Tensy hy deur 'n onvermydelike oorsaak verhinder word om dit te doen, moet elke werknemer ten opsigte van elke dag wat hy gewerk het en op dié dag aanteken—

(a) in sodanige bywoningsregister—

(i) sy handtekening;

(ii) die tydstop waarop hy begin werk het;

(iii) die aanvangstyd en ophoutyd van elke etens- of ander pouse, wat nie as gewone werkure gereken kan word nie; en

(iv) die aflooptyd van sy werk vir die dag; of

(b) in 'n bedryfsinrigting waarin 'n halfoutomatiese tydregistreerder verskaf word, inskrywings deur middel van sodanige registreerder op 'n kaart maak wat ingevolge subklousule (2) verskaf word, om die volgende aan te toon:

(i) die tydstop waarop hy begin werk het;

(ii) die tydstop waarop elke etens- of ander pouse wat nie as gewone werkure gereken kan word nie, 'n aanvang neem en eindig; en

(iii) die aflooptyd van sy werk vir die dag;

Met dien verstande dat, indien 'n werknemer nie kan lees en skryf nie, sy werkgewer namens hom die nodige inskrywings ten opsigte van items (a) (ii) tot en met (a) (iv) moet maak en onderteken.

(4) 'n Werkgewer moet so 'n bywoningsregister of kaarte, na gelang van die geval, vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop bewaar.

(5) Alle inskrywings in 'n bywoningsregister moet in ink of inkpotlood geskied.

(6) Hierdie klousule is nie van toepassing nie op 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkurebepalings uitgesluit is of op 'n drywer.

(2) An employer shall day by day keep a record in such attendance register of the name and occupation of every employee, or, where he has provided a semi-automatic time recorder, he shall provide every employee with a card, in the form prescribed in the proviso to subclause (1) which card shall reflect the name of the employee and the date of the termination of the week in respect of which it is to be used.

(3) Unless precluded from doing so by unavoidable cause, every employee shall in respect of each day worked by him and on that day record—

(a) in such attendance register—

(i) his signature;

(ii) the time he commenced work;

(iii) the time of commencement and termination of each meal or other interval which is not reckonable as ordinary hours of work; and

(iv) the time of finishing work for the day; or

(b) in an establishment in which a semi-automatic time recorder is provided, make entries by means of such recorder on a card provided in terms of subclause (2) to show—

(i) the time he commenced work;

(ii) the time of commencement and termination of each meal or other interval which is not reckonable as ordinary hours of work; and

(iii) the time of finishing work for the day;

Provided that if an employee is unable to read and write, his employer shall on his behalf make and sign the necessary entries in respect of items (a) (ii) to (a) (iv), inclusive.

(4) An employer shall retain such attendance register or cards, as the case may be, for a period of at least three years after the date of the last entry therein or thereon.

(5) Every entry in an attendance register shall be made in ink or indelible pencil.

(6) This clause shall not apply to an employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a) or to a driver.

No. R.1469]

[17 Julie 1981

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941BEDRYFSUITRUSTINGNYWERHEID, SEKERE
GEBIEDE

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekrag, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Loonvasstelling vir die Bedryfsuitrustingnywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R.1468 van 17 Julie 1981, oor die algemeen vir die werknemers wie se werkure 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 Mannekrag

No. R.1469]

[17 July 1981

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941BUSINESS EQUIPMENT INDUSTRY, CERTAIN
AREAS

I, STEPHANUS PETRUS BOTHA, Minister of Manpower, 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 Business Equipment Industry, Certain Areas, published under Government Notice R.1468 of 17 July 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

INHOUD

Departement van Mannekrag

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