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GOEWERMENSKENNISGEWINGS**DEPARTEMENT VAN MANNEKRAG**

No. R. 1585

31 Julie 1981

LOONWET, 1957**LOONVASSTELLING 414.—MINERAALWATER-
NYWERHEID, 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 Mineraalwaterywerheid, 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, uitgesonderd bestuurders, en op die werkgewers van sodanige werknemers in die Mineraalwaterywerheid soos in subklousule (2) omskryf, in die volgende gebiede:

Kaaprovinsie.—Die landdrostdistrikte Bellville, Die Kaap, George, Goodwood, Kimberley, Kuilsrivier, Mosselbaai, Oos-Londen, Oudtshoorn, Paarl, Port Elizabeth, Simonstad, Somerset-Wes, Stellenbosch, Uitenhage, Wellington, Worcester en Wynberg en die munisipale gebiede van De Aar, Kuruman, Queenstown, Upington en Vryburg.

Natal.—Die landdrostdistrikte Durban, Inanda, Kliprivier, Pietermaritzburg en Pinetown en die munisipale gebied van Newcastle.

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

Transvaal.—Die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Hoëveldrif, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Lichtenburg, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom en die munisipale gebiede van Bethal, Pietersburg, Piet Retief, Standerton, Volksrust en Witbank.

(2) "Mineraalwaterywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om een of meer van die volgende werksaamhede te verrig, naamlik die vervaardiging, bereiding of bottel van—

(a) mineraal-, koolsuur- of spuitwater, gemmerbier, hobbier, nie-alkoholiese vrugtestrope, geurstrope, nie-gegistde drankes of ander soortgelyke drankes;

GOVERNMENT NOTICES**DEPARTMENT OF MANPOWER**

No. R. 1585

31 July 1981

WAGE ACT, 1957**WAGE DETERMINATION 414.—MINERAL WATER
MANUFACTURING 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 Mineral Water Manufacturing 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 THE DETERMINATION**

(1) This Determination shall apply to all employees, other than managers, and to all employers of such employees in the Mineral Water Manufacturing Industry, as defined in subclause (2), in the following areas:

Cape Province.—The Magisterial Districts of Bellville, The Cape, George, Goodwood, Kimberley, Kuils River, Mossel Bay, East London, Oudtshoorn, Paarl, Port Elizabeth, Simonstown, Somerset West, Stellenbosch, Uitenhage, Wellington, Worcester and Wynberg and the municipal areas of De Aar, Kuruman, Queenstown, Upington and Vryburg.

Natal.—The Magisterial Districts of Durban, Inanda, Klip River, Pietermaritzburg and Pinetown and the municipal area of Newcastle.

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

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Highveld Ridge, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Lichtenburg, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom and the municipal areas of Bethal, Pietersburg, Piet Retief, Standerton, Volksrust and Witbank.

(2) "Mineral Water Manufacturing Industry" means the industry in which employers and employees are associated for the purpose of carrying on any one or more of the following activities, namely, manufacturing, preparing or bottling—

(a) mineral, carbonated or aerated water, ginger-beer, hopbeer, non-alkoholic cordials, flavour syrups, unfermented drinks or other similar beverages;

(b) vrugte- of groentekwasse, -konsentrate of -sappe;
en omvat dit—

(i) die aflewering, verspreiding of verkoop vanuit enige perseel van watter aard ook al van enigeen of meer van genoemde produkte indien sodanige aflewering, verspreiding of verkoop onderneem word deur dieselfde werkgewer wat sodanige produkte vervaardig, berei of gebottel het; en

(ii) alle werksaamhede wat met enigeen van voornoemde bedrywighede in verband staan of daaruit voortspruit.

2. WOORDOMSKRYWING

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

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

(a) 'n Ambagsman bystaan deur artikels of gereedskap vas te hou of andersins met hom saam te werk, uitgesonderd deur die selfstandige gebruik van gereedskap;

(b) artikels eenders in grootte en getal in houers sit wat spesiaal vervaardig is om sulke artikels te bevat;

(c) artikels op 'n bewegende band of platform plaas of dit daarvan afneem;

(d) bottels of sakke sorteer of sakke bondel;

(e) bome of plantegroei afkap, vernietig of verwyder;

(f) briewe, boodskappe of goedere te voet of deur middel van 'n trapfiets, driewieler of handvoertuig aflewer of vervoer;

(g) bestanddele in vate of panne roer;

(h) dagha, beton, klip of bitumen met die hand meng, of beton of bitumen met 'n skopgraaf, hark, vork of kruiwa uitsprei;

(i) deure of kiste, bale of ander pakkies oop- of toemaak;

(j) enige voertuig stoot of trek (uitgesonderd met 'n kragtoestel);

(k) etikette deur middel van 'n handmasjien perforeer;

(l) geboue of ander bouwerke onder toesig sloop;

(m) geboue of bouwerke afwit;

(n) goedere of artikels met die hand dra, verskuif of opstapel;

(o) kapsules opsit;

(p) kartonhouers met die hand opstel;

(q) kiste, sakke, bale, gaslinders, pakkies of ander artikels merk, brandmerk of sjabloneer;

(r) kiste met die hand of met 'n masjien met bande of drade vasmaak;

(s) kartonhouers, vir gebruik by verpakking, toemaak of voorberei;

(t) kiste vernis of verf;

(u) kranes of kleppe oop- of toemaak, uitgesonderd in verband met die kook van suiker;

(v) laai of aflaai;

(w) met die hand of handmasjien vul, doppies opsit, proppe opsit, etiketter of van stroop voorsien;

(x) materiaal met die hand in prosesvate, tenks of ander houers voer;

(y) met 'n gestelde skaal massameet of met 'n gestelde maat meet;

(z) masjienoppasser, graad II;

(aa) op afleweringvoertuie help;

(ab) persele of installasie, masjinerie, gereedskap, gerei, meubels, bottels, filterperse of ander artikels skoonmaak of was (met inbegrip van die oop- en toemaak van filterperse en die verwydering en vervanging van filterdoeke);

(ac) rantsoene gaarmaak of tee of soortgelyke drank maak of tee of dergelyke drank aan werknemers of sy werkgewer sy gaste bedien;

(ad) sement of beton in vorms vasstamp of stamp of beton in fondamente vasstamp;

(ae) sitrus pers of pekel;

(af) tuinwerk;

(ag) vrugte in sny- of mengmasjiene voer of etikette in lymmasjiene voer;

(ah) nie-kragaangedrewe voertuie olie of smeer;

(ai) vure maak of stook, afval of as verwyder;

(aj) wasmasjiene voer; (26)

(b) fruit or vegetable squashes, concentrates or juices;
and includes—

(i) the delivery, distribution or sale from any premises whatsoever of any one or more of the said products if such delivery, distribution or sale is undertaken by the same employer who manufactured, prepared or bottled such products; and

(ii) all operations incidental to or consequent on any of the aforesaid activities.

2. DEFINITIONS

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

(1) "Area A" means the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Delmas, The Cape, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstown, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg; (18)

(2) "Area B" means the Magisterial Districts of Bloemfontein, Kimberley, Klerksdorp, East London, Paarl, Pietermaritzburg, Somerset West, Stellenbosch, Wellington, Worcester and Welkom and the municipal area of Witbank; (19)

(3) "Area C" means the Magisterial Districts of George, Highveld Ridge, Klip River, Kroonstad, Odendaalsrus, Potchefstroom and Virginia and the municipal areas of Bethal, Bethlehem, Newcastle, Pietersburg, Piet Retief and Standerton; (20)

(4) "Area D" means the Magisterial Districts of Lichtenburg, Mossel Bay and Oudtshoorn and the municipal areas of Bothaville, De Aar, Kuruman, Queenstown, Upington and Vryburg; (21)

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

(6) "assistant foreman" means an employee who, under the general supervision of a foreman, performs any of the activities or duties of a foreman and who may act for him during his absence; (3)

(7) "assistant manager" means an employee who, under the general supervision of a manager, performs any of the activities or duties of a manager and who may act on his behalf during his absence; (41)

(8) "boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain and draw the fire in such boiler; (26)

(9) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (32)

(10) "chargehand" means an employee who, under the supervision of a foreman or an assistant foreman, is in charge of a group of general workers; (40)

(11) "chauffeur" means an employee (other than a traveller's assistant) who is engaged in driving a motor vehicle which is intended to carry passengers and which is used for the conveyance of his employer or of staff, clients or visitors and which may be used for the conveyance of documents or parcels; (9)

(12) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, storeman, despatch clerk and a telephone switchboard operator but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work; (27)

(13) "commission work" means any system under which a traveller's remuneration is calculated on the value or number of orders submitted by him to and accepted by his employer; (28)

(14) "despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, mass-measuring, packing, marking, addressing or despatching of goods or packages; (52)

(15) "driver of a motor vehicle" means an employee, other than a driver-salesman or a driver-salesman supervisor, who is engaged in driving a motor vehicle for the purpose of conveying goods and who may collect cash in respect of C.O.D. orders delivered by him or refund cash in respect of empties received by him, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (10)

(2) "ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet; (5)

(3) "assistent-voorman" 'n werknemer wat, onder die algemene toesig van 'n voorman, enige van die werksaamhede of pligte van 'n voorman verrig en wat gedurende sy afwesigheid namens hom kan waarneem; (6)

(4) "bediener van 'n mobiele hystoestel" 'n werknemer wat 'n kragaan-gedrewe mobiele hystoestel bedien wat by die laai, aflaai, versit of opstapel van goedere gebruik word; (38)

(5) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Mineraalwatermywerheid in diens is; (21)

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

(a) toesig oor;

(b) verantwoordelikheid vir; en

(c) leiding van;

die werksaamhede van 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting en die werknemers wat daarin werk; (36)

(7) "bruto kombinasie-massa", met betrekking tot 'n motorvoertuig, die maksimum massa van enige kombinasie van motorvoertuie, leunwaens of sleepwaens waarvan sodanige motorvoertuig 'n deel kan uitmaak en die vrag, soos gespesifiseer deur die vervaardiger of, in die afwesigheid van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (27)

(8) "bruto voertuig-massa", met betrekking tot 'n motorvoertuig, die maksimum massa van sodanige voertuig en sy vrag soos gespesifiseer deur die vervaardiger of, in die afwesigheid van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (28)

(9) "chauffeur" 'n werknemer (uitgesonderd 'n handelsreisiger se assistent) wat 'n motorvoertuig dryf wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgever of van personeel, klante of besoekers en waarmee ook dokumente of pakkette vervoer mag word; (11)

(10) "drywer van 'n motorvoertuig" 'n werknemer, uitgesonderd 'n drywer-verkoopsman of 'n drywer-verkoopsmantoesighouer, wat 'n motorvoertuig dryf met die doel om goedere te vervoer en wat kontant mag ontvang vir K.B.A.-bestellings wat deur hom afgelewer word of kontant mag betaal vir leë bottels wat hy ontvang, en by die toepassing van hierdie woordskrywing omvat die uitdrukking "'n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf; (15)

(11) "drywer-verkoopsman" 'n werknemer wat 'n motorvoertuig dryf wat produkte van die Mineraalwatermywerheid vanuit sodanige voertuig verkoop en wat verantwoordelik is vir die kontant wat hy ten opsigte van sodanige verkope ontvang, en wat daarenbovens bestellings mag werf; (16)

(12) "drywer-verkoopsman, graad I," 'n drywer-verkoopsman uitgesonderd 'n drywer-verkoopsman, graad II; (17)

(13) "drywer-verkoopsman, graad II," 'n drywer, verkoopsman wat uitsluitlik goedere verkoop of bestellings werf in 'n Swart gebied soos omskryf in artikel 1 van die Wet op Nywerheidsversoenings, 1956 (Wet 28 van 1956), soos gewysig; (18)

(14) "drywer-verkoopsmantoesighouer" 'n werknemer wat aan die hoof staan van twee of meer drywer-verkoopsmanne en wat hul pligte organiseer; (19)

(15) "ekstra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuig-massa of bruto kombinasie-massa meer as 16 000 kg is; (23)

(16) "fabrieksklerk" 'n werknemer wat onder die toesig van 'n voorman, 'n assistent-voorman of 'n gekwalifiseerde klerk, een of meer van die volgende werksaamhede verrig:

(a) Bestellings bymekaarmaak volgens fakture of bestelvorms;

(b) besonderhede van die inhoud of die onderskeidingsnommers van kartondose, houers of pakkies afskryf of aanteken;

(c) die indiensneming, ontslag of bedanking van werknemers aanteken;

(d) fakture, vrag- of afleweringsbriewe, rekvisities of tyd- of loonkaarte in numerieke of alfabetiese volgorde lisseer, hou of sorteer;

(e) gereedskap, onderdele of ingenieursvoorrade of -uitrusting volgens rekvisisie uitreik of gereedskap, onderdele of ingenieursvoorrade of -uitrusting terugontvang en die rekvisities daarvoor teruggee;

(f) gestandaardiseerde Brix-toetse uitvoer of kooldioksieddruktoetse op vol bottels uitvoer;

(g) kaartjies stempel of uitskryf;

(h) lyste opstel van produksiesyfers;

(16) "driver-salesman" means an employee who is engaged in driving a motor vehicle, who sells products of the Mineral Water Manufacturing Industry from such vehicle and who is responsible for the cash received by him in respect of such sales and who, in addition, may accept orders; (11)

(17) "driver-salesman Grade I" means a driver-salesman other than a driver-salesman, Grade II; (12)

(18) "driver-salesman Grade II" means a driver-salesman who is engaged exclusively in selling goods or accepting orders in a Black area as defined in section 1 of the Industrial Conciliation Act, 1956 (Act 28 of 1956), as amended; (13)

(19) "driver-salesman supervisor" means an employee who is in charge of two or more driver-salesmen and who organises their duties; (14)

(20) "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, must be done without delay;

(b) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours; (39)

(c) any work in connection with the loading or unloading of—

(i) ships;

(ii) trucks or vehicles of the South African Railways and Harbours;

(iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours;

(21) "establishment" means any premises in or in connection with which one or more employees are employed in the Mineral Water Manufacturing Industry; (5)

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

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

(b) a traveller, the total period or periods of employment which an employee has had as a traveller in any trade;

(c) any other class of employee, the total period or periods of employment which an employee has had in his class in the Mineral Water Manufacturing Industry; (42)

(23) "extra heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 16 000 kg; (15)

(24) "factory clerk" means an employee who, under the supervision of a foreman, an assistant foreman or a qualified clerk, is engaged in any one or more of the following activities:

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

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

(c) checking or recording;

(d) conducting standardised Brix tests or conducting CO₂ pressure tests on filled bottles;

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

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

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

(h) interpreting or translating Black or Indian languages;

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

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

(k) making out sample slips;

(l) processing production records kept by machine minders;

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

(n) scheduling production figures;

(o) stamping or writing tickets;

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

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

(r) writing up stock cards; (16)

(25) "foreman" means an employee who is in charge of the employees in an establishment or a department of an establishment, who exercise control over such employees and who is responsible for the efficient performance by them or their duties; (53)

(i) met die hand afskrifte maak van lotkaarte, werkkaarte, produksie-kaarte of ander fabrieksdokumente;

(j) monsterstrookies uitmaak;

(k) nagaan of aanteken;

(l) name of nommers op tyd- of loonkaarte inskryf;

(m) passe, dienssertifikate of tydkaarte uitreik;

(n) produksiestate prosesseer wat deur masjienbedieners bygehou word;

(o) uit Swart of Indiërtale vertaal of tolk;

(p) voorraadkaarte byhou;

(q) vrag- of afleweringbriewe of verpakkingstroke uitskryf;

(r) werknemers in 'n bedryfsinrigting volgens opdrag hul pligte aanwys;

(24)

(17) "faktotum" 'n werknemer wat kleinere herstelwerk of verstellers doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, en wat ook kleinere herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (30)

(18) "Gebied A" die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Delmas, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg; (1)

(19) "Gebied B" die landdrosdistrikte Bloemfontein, Kimberley, Klerksdorp, Oos-Londen, Paarl, Pietermaritzburg, Somerset-Wes, Stellenbosch, Wellington, Worcester, Welkom en die munisipale gebied Witbank; (2)

(20) "Gebied C" die landdrosdistrikte George, Hoëveldrif, Kliprivier, Kroonstad, Odendaalsrus, Potchefstroom, Virginia en die munisipale gebiede Bethal, Bethlehem, Newcastle, Pietersburg, Piet Retief en Standerton; (3)

(21) "Gebied D" die landdrosdistrikte Lichtenburg, Mosselbaai, Oudtshoorn en die munisipale gebiede Bothaville, De Aar, Kuruman, Queenstown, Upington en Vryburg; (4)

(22) "gehaltebeheerassistent" 'n werknemer wat, onder toesig van 'n voorman of 'n assistent-voorman, monsters van water, stroop of klaarprodukte van die produksieband afneem of deppermonsters van dele van bottelmasjiene neem en sodanige monsters of deppers aan gestandaardiseerde gehaltebeheertoetse onderwerp; (43)

(23) "handelsreisiger" 'n werknemer wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting namens so 'n inrigting bestellings vra, werf of soek; (53)

(24) "handelsreisiger se assistent" 'n werknemer wat 'n handelsreisiger vergesel en hom met die inpak, uitpak of vertoon van sy monsters help en wat die motorvoertuig mag dryf wat die handelsreisiger in die uitvoering van sy werk gebruik; (54)

(25) "herstelwinklassistent" 'n werknemer wat onder toesig van 'n ambagsman een of meer van die volgende werksaamhede verrig:

A. In verband met motorvoertuie

(a) Beskermende lae aanbring op enjins, onderdele, bybehore, vloermatte, sitplekoppervlakke, bagasiebakke of kantskopplate;

(b) die volgende nagaan en, indien nodig regstel:

(i) Smoorder, enjinkap, aansitter, handelsversneller, verwarmers of ventileerkabels;

(ii) slangverbindinge van koelstelsel;

(iii) elektriese verbindinge;

(iv) generator- of alternatorbande, behalwe waar meetinginstrumente nodig is;

(c) die volgende nagaan:

(i) Horlosies;

(ii) rigtingsaanwysers;

(iii) deur- en vensterhandvatsels;

(iv) deure, slotte en sleutels;

(v) elektriese verbruikspunte;

(vi) verstellers van voorste sitplekke;

(vii) ruitveërs en -wassers;

en oor defekte by 'n ambagsman verslag doen;

(d) ewenaars, enjins, ratkaste of verkoelers nagaan vir olie- of waterlekplekke en daarvoor aan 'n ambagsman verslag doen;

(e) veiligheids gordels aanbring waar daar ankerpunte is;

(f) waaiërbande aanbring en stel waar geen meettoestelle of instrumente nodig is nie;

(g) enige deel of eenheid verwyder;

(26) "general worker" means an employee who is engaged in any one or more of the following activities or capacities:

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

(b) assisting on delivery vehicles;

(c) capsuling;

(d) carrying, moving or stacking goods or articles by hand;

(e) cleaning or washing premises or plant, machinery, tools, utensils, furniture, bottles, filter presses (including the opening and closing of filter presses and the removal and replacement of filter cloths) or other articles;

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

(g) cutting down, destroying or removing trees or vegetation;

(h) delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or manually-propelled vehicle;

(i) demolishing buildings or other structures under supervision;

(j) feeding fruit into cutting or mixing machines or feeding labels into gumming machines;

(k) feeding materials by hand into process vats, tanks or other vessels;

(l) feeding washing machines;

(m) filling, capping, corking, labelling or syringing by hand or hand-operated machine;

(n) gardening work;

(o) lime-washing buildings or structures;

(p) loading or unloading;

(q) machine minder, Grade II;

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

(s) marking, branding or stencilling boxes, bags, bales, gas cylinders, packages or other articles;

(t) mass-measuring to a set scale or measuring to a set measure;

(u) mixing mortar, concrete, stone or bitumen by hand or spreading concrete or bitumen by shovel, rake, fork or barrow;

(v) oiling or greasing non-power-driven vehicles;

(w) opening or closing cocks or valves, other than in connection with sugar boiling;

(x) opening or closing doors or boxes, bales or other packages;

(y) perforating labels by means of a hand-operated machine;

(z) placing articles of a uniform size and number in receptacles specially made to contain such articles;

(aa) pushing or pulling any vehicle otherwise than by power-driven device;

(ab) putting articles on to or taking them off from a moving belt or platform;

(ac) ramming or tamping cement or concrete in moulds or ramming concrete in foundations;

(ad) sealing or preparing cardboard containers for use in packing;

(ae) setting up cardboard containers by hand;

(af) sorting bottles or sacks or bundeling sacks;

(ag) squeezing or brining citrus;

(ah) stirring ingredients in vats or pans;

(ai) strapping or wiring boxes by hand or machine;

(aj) varnishing or painting boxes; (1)

(27) "gross combination mass", with regard to a motor vehicle, means the maximum mass of any combination of motor vehicles, semi-trailers or trailers of which such motor vehicle can form part and the load, as specified by the manufacturer, or, in the absence of such specification, as determined by the registering authority; (7)

(28) "gross vehicle mass", with regard to a motor vehicle, means the maximum mass of such vehicle, and its load, as specified by the manufacturer, or, in the absence of such specification, as determined by the registering authority; (8)

(29) "Grade I employee" means an employee who is engaged in any one or more of the following activities:

(a) Assembling boxes by machine;

(b) assembling loads in accordance with written instructions;

(c) attending to carbonators or dry ice converters;

(d) changing motor vehicle wheels or mending punctures;

(e) checking or topping up the fuel, oil or water in motor vehicles;

- (h) die volgende vervang of installeer:
- (i) Alternators;
 - (ii) bakke;
 - (iii) baklyswerk;
 - (iv) enjinkappe;
 - (v) remtrommels, behalwe waar die trommel en naaf 'n volledige eenheid vorm;
 - (vi) gloeilampies;
 - (vii) stampers;
 - (viii) kajuite;
 - (ix) kronkelvere, agtervere, maar nie vere van die swaai-astipe nie;
 - (x) deure, uitgesonderd finale verstellings;
 - (xi) deurhandvatsels;
 - (xii) enjinmodderbakke;
 - (xiii) uitlaatleidings (uitgesonderd spruitstukke) waar geen veranderinge nodig is nie;
 - (xiv) buikplanke;
 - (xv) vloerbedekkings;
 - (xvi) vliegwieldeksels, verwyderbaar;
 - (xvii) brandstoftens;
 - (xviii) generators;
 - (xix) glas, uitgesonderd windskerms en agterligte;
 - (xx) gruispanne;
 - (xxi) roosters;
 - (xxii) handreëlingsklampe;
 - (xxiii) lampe;
 - (xxiv) modderskerms;
 - (xxv) panele, buite of binne, en los toebehore, uitgesonderd waar gesweis;
 - (xxvi) verkoelers;
 - (xxvii) verkoelerproppe;
 - (xxviii) treeplanke;
 - (xxix) sitplekke;
 - (xxx) sitplekoortreksels, waar geen verstelling daarvan nodig is nie;
 - (xxxi) aansitters;
 - (xxxii) doppe;
 - (xxxiii) voorste en agterste bladvere;
 - (xxxiv) aanslagplate;
 - (xxxv) oliebakmoere en -boute;
 - (xxxvi) skerms;
 - (xxxvii) klepdeksels;
 - (xxxviii) waterslange;
 - (xxxix) vensterrame;
 - (xl) handruitslingers;
 - (i) die volgende vervang of installeer sonder die gebruik van handgereedskap:
 - (i) Enjinsamestelle;
 - (ii) ratkassamestelle;
 - (iii) agteraskokersamestelle.

B. In verband met installasie of masjiene, uitgesonderd motorvoertuie

Enige installasie of masjiene of koeluitrusting demonteer, of enige deel van eenheid in sodanige installasie, masjiene of koeluitrusting installeer indien hy dit nie hoef te verander nie; (44)

(26) "ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook of uithaal; (8)

(27) "klerk" 'n werknemer wat skryf-, tik-, lusseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, magasynman, versendingsklerk en 'n telefoonskakelbordoperateur; maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (121)

(28) "kommissiewerk" 'n stelsel waarvolgens 'n handelsreisiger se besoldiging bereken word volgens die getal of waarde van die bestelling wat hy aan sy werkgewer voorleë en wat laasgenoemde aanvaar; (13)

(29) "korttyd" 'n tydelike vermindering van die getal gewone werkmense weens 'n slappe in die bedryf, 'n tekort aan grondstowwe, wisselvalligheid van die weer of 'n onklaarraking van installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (47)

(30) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa nie meer as 3 500 kg is nie; (32)

(f) labelling containing by hand in conjunction with an automatic or semi-automatic syringing, filling and capping machine;

(g) measuring or mass-measuring ingredients, other than to a set measure or a set scale;

(h) oiling or greasing power-driven machines or vehicles;

(i) operating a duplicating machine;

(j) regulating the volume of water and controlling the temperature of a sugar boiling system;

(k) removing or replacing motor vehicle parts, other than the work of an artisan;

(l) removing, putting on charges, replacing or topping up batteries of motor vehicles;

(m) repairing boxes;

(n) sighting; (56)

(30) "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan; (17)

(31) "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; (49)

(32) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (30)

(33) "machine handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment but who does not do work normally performed by an artisan; (34)

(34) "machine minder Grade I" means an employee who is engaged in minding a machine which is used for any or all of the following purposes, namely, syringing, filling, capping or sealing, and for the purpose of this definition "minding" means watching for damaged containers, faulty filling of containers or other operating deficiencies and includes starting or stopping the machine and feeding into a semi-automatic machine when undertaken by an employee engaged in "minding" the machine; (35)

(35) "machine minder Grade II" means an employee who is mainly employed as a general worker and who, in addition as part of his normal duties, is required to stop or start a washing or labelling machine; (36)

(36) "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 section of an establishment and the employees engaged therein; (6)

(37) "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; (37)

(38) "mobile hoist operator" means an employee who is engaged in operating a mobile power-driven hoist used in the loading, unloading, moving or stacking of goods; (4)

(39) "motor vehicle" means any self-propelled vehicle with an engine capacity exceeding 50 cm³, used for conveying goods, and includes a motor-cycle or a motor-tricycle, a mechanical horse and a tractor; (38)

(40) "overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 5 (1) or (2), but does not include any period during which an employee whose ordinary hours of work are prescribed in clause 5 (1) works for his employer on a Sunday; (43)

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

(42) "pre-seller" means an employee (other than a traveller or a driver-salesman) who, for and on behalf of an establishment and without samples of the products of such establishment, makes routine calls on pre-selected customers to take orders for subsequent delivery, and who may examine refrigeration equipment for defects; (54)

(43) "quality control assistant" means an employee who, under the supervision of a foreman or an assistant foreman, is engaged in taking samples of water, syrup or finished products from the production lines or swabs from parts of bottling machines and subjecting such samples or swabs to standardised quality control test; (22)

(44) "repair-shop assistant" means an employee who, under the supervision of an artisan, is engaged in any one or more of the following activities:

A. In connection with motor vehicles

(a) Applying protective coatings to engines, components, accessories, floor mats, seat surfaces, luggage compartments or sidekick plates;

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

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

(ii) die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; (55)

(32) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is; (9)

(33) "magasynman" 'n werknemer wat beheer het oor voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n magasyn of pakhuis aan die verbruiksafdeling in 'n bedryfsinrigting of vir versending te lewer; (48)

(34) "masjienfaktotum" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (33)

(35) "masjienoppasser, graad I," 'n werknemer wat 'n masjien oppas wat vir enigeen of almal van die volgende doeleindes gebruik word, naamlik van stroop voorsien, vul, doppies opsit of verseël, en by die toepassing van hierdie woordskrywing beteken "oppas" op die uitkyk wees na beskadigde houers, verkeerde volmaak van houers of ander werkgebreke en omvat dit die aansit of afskakeling van die masjien en 'n halfoutomatiese masjien voer wanneer 'n werknemer wat die masjien "oppas", dit verrig; (34)

(36) "masjienoppasser, graad II," 'n werknemer wat hoofsaaklik as 'n algemene werker werksaam is en wat daarbenewens, as deel van sy gewone pligte, 'n was- of etiketteermasjien moet afskakel of aansit; (35)

(37) "medium motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 3 500 kg is maar nie meer as 9 000 kg is nie; (37)

(38) "motorvoertuig" 'n selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 50 cm³ wat gebruik word vir die vervoer van goedere, en omvat dit ook 'n motorfiets of motordriewiel, voorhaker en 'n trekker; (39)

(39) "noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal, of 'n onklaarraking van installasie of masjinerie sonder versuim gedoen moet word;

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

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

(i) skepe;

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

(iii) voertuie wat deur 'n vervoerkontraakteur gebruik word in die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens; (20)

(40) "onderbaas" 'n werknemer wat onder die algemene toesig van 'n voorman of assistent-voorman, aan die hoof van 'n groep algemene werkers staan; (10)

(41) "onderbestuurder" 'n werknemer wat, onder die algemene toesig van 'n bestuurder, enige van die werksaamhede of pligte van 'n bestuurder verrig en wat gedurende sy afwesigheid namens hom kan waarneem; (7)

(42) "ondervinding", met betrekking tot—

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

(b) 'n handelsreisiger, die totale tydperk of tydperke wat 'n werknemer as 'n handelsreisiger in enige bedryf werksaam was;

(c) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Mineraalwaternywerheid werksaam was; (22)

(43) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgever werk en wat langer is as die onderskeie gewone werkure by klousule 5 (1) of (2) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk waarin 'n werknemer wie se gewone werkure by klousule 5 (1) voorgeskryf word, op 'n Sondag vir sy werkgever werk nie; (40)

(b) checking and adjusting if necessary—

(i) choke, bonnet, starter, hand throttle, heater or vent cables;

(ii) cooling system hose connections;

(iii) electrical connections;

(iv) generator or alternator belts, except where measuring instruments are necessary;

(c) checking—

(i) clocks;

(ii) direction indicators;

(iii) door and window handles;

(iv) doors, locks and keys;

(v) electrical consumer points;

(vi) front seat adjusters;

(vii) windscreen wipers and washers;

and reporting defects to an artisan;

(d) checking differentials, engines, gearboxes or radiators for oil or water leaks and reporting thereon to an artisan;

(e) fitting safety belts where anchor points exist;

(f) fitting and adjusting fan belts where measuring devices or instruments are not necessary;

(g) removing any part or unit;

(h) replacing or installing—

(i) alternators;

(ii) bodies;

(iii) body mouldings;

(iv) bonnets;

(v) brake drums, except where the drum and hub are one complete unit;

(vi) bulbs;

(vii) bumpers;

(viii) cabs;

(ix) coil springs, rear, excluding swinging axle type;

(x) doors, excluding final adjustments;

(xi) door handles;

(xii) engine mud trays;

(xiii) exhaust lines (excluding manifolds) where no modification is required;

(xiv) floor boards;

(xv) floor covers;

(xvi) flywheel covers, detachable;

(xvii) fuel tanks;

(xviii) generators;

(xix) glass, other than windcreens and rear lights;

(xx) gravel pans;

(xxi) grilles;

(xxii) handrail brackets;

(xxiii) lamps;

(xxiv) mudguards;

(xxv) panels (exterior or interior) and fittings other than where welded;

(xxvi) radiators;

(xxvii) radiator plugs;

(xxviii) running boards;

(xxix) seats;

(xxx) seat covers, where no alteration to them is necessary;

(xxxi) self-starters;

(xxxii) shells;

(xxxiii) springs, leaf, front and rear;

(xxxiv) striker plates;

(xxxv) sump nuts and bolts;

(xxxvi) valances;

(xxxvii) valve covers;

(xxxviii) water hoses;

(xxxix) window frames;

(xl) window winders, manual;

(44) "sekuriteitswag" 'n werknemer van wie vereis word om een of albei amptelike tale van die Republiek te lees, skryf en te praat en wat een of meer van die volgende werksaamhede verrig:

- (a) Deursoek van persone;
 - (b) kontrolering van en verslagdoening oor die beweging van persone of voertuie by kontrolepunte of hekke;
 - (c) toesighouding oor en kontrolering van wagte;
- en van wie vereis kan word om een of meer van die pligte van 'n wag te verrig; (45)

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

(46) "sleepwa" enige vervoermiddel wat deur 'n motorvoertuig getrek word; (52)

(47) "stroopmaker" 'n werknemer wat verantwoordelik is vir en betrokke is by die maak van stroop en wat aan die hoof staan van die ander werknemers in die stroopkamer; (50)

(48) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (41)

(49) "swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 9 000 kg is maar nie meer as 16 000 kg is nie; (31)

(50) "tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgever werk van 'n tegniese of professionele aard verrig; (51)

(51) "toesighouer" 'n werknemer wat aan die hoof staan van 'n groep werknemers, graad I, of masjienoppassers, graad I, en wat aan die hoof kan staan van 'n groep algemene werkers (49)

(52) "versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toetsig mag hou oor die byeenbring, nagaan, massameting, verpakking, merk, adresseer of versending van goedere of pakkette; (14)

(53) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (25)

(54) "voorverkoper" 'n werknemer (uitgesonderd 'n handelsreisiger of 'n drywer-verkoopsman) wat, vir en ten behoeve van 'n bedryfsinrigting en sonder monstere van die produkte van so 'n bedryfsinrigting, roetinebe-soeke aflê by vooraf gekeurde klante om bestellings te neem vir latere aflewering, en wat koeluitrusting vir defekte kan nagaan; (42)

(55) "wag" 'n werknemer, uitgesonderd 'n sekuriteitswag, wat goedere, persele, geboue, bouwerke of vaste eiendom bewaak, beskerm of patroleer, en wat honde kan hanteer in die uitvoering van sy pligte; (56)

(56) "werknemer, graad I," 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) 'n Afrolmasjien bedien;
- (b) batterye van motorvoertuie verwyder, laai, vervang of byvul;
- (c) bestanddele afmeet of massameet, uitgesonderd met 'n gestelde maat of 'n gestelde skaal;
- (d) die brandstof, olie of water in motorvoertuie nagaan of byvul;
- (e) die hoeveelheid water van 'n suikerkookstelsel reguleer en die temperatuur daarvan beheer;
- (f) houers met die hand van etikette voorsien vir 'n outomatiese of halfoutomatiese stroop, vul- en doppiemasjien;
- (g) kiste met 'n masjien inmeekaarsit;
- (h) kiste herstel;
- (i) koolsuurdere of droë-ysvormers bedien;
- (j) kragaangedrewe masjiene of voertuie olie of smeer;
- (k) kykinspeksie;
- (l) motorvoertuigwiele omruil of lekke heelmaak;
- (m) motorvoertuigonderdele verwyder of vervang, uitgesonderd die werk van 'n ambagsman.
- (n) vragte ooreenkomstig skriftelike voorskrifte byeengebring. (29)

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:

(i) replacing or installing without the use of head tools—

- (i) engine assemblies;
- (ii) gearbox assemblies;
- (iii) rear axle housing assemblies.

B. In connection with plant or machines, other than motor vehicles

Dismantling any plant or machine or refrigeration equipment, or installing any part or unit in such plant, machine or refrigeration equipment which does not require modification by him; (25)

(45) "security guard" means an employee who is required to be able to read, write and speak one or both of the official languages of the Republic, and who performs one or more of the following activities:

- (a) Searching persons;
- (b) checking and reporting on the movements of persons or vehicles at checkpoints or gates;
- (c) supervising and checking on watchmen;

and who may be required to perform one or more of the duties of a watchman; (44)

(46) "senior managerial or administrative employee" means an employee who is charged by his employer with the performance of work entailing responsibility for taking decisions of an administrative character in the conduct of the activities of an establishment; (45)

(47) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, vagaries of the weather, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (29)

(48) "storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch; (33)

(49) "supervisor" means an employee who is in charge of a group of Grade I employees or machine minders, Grade I, and who may be in charge of a group of general workers; (51)

(50) "syrup maker" means an employee who is responsible for and engaged in the making of syrup and who is in charge of the other employees in the syrup room; (47)

(51) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character; (50)

(52) "trailer" means any conveyance drawn by a motor vehicle; (46)

(53) "traveller" means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (23)

(54) "traveller's assistant" means an employee who accompanies a traveller and assists him in packing, unpacking or displaying his samples and who may drive the motor vehicle used by the traveller in the performance of his duties; (24)

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

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

(ii) the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received if he had not been employed on such a basis; (31)

(56) "watchman" means an employee other than a security guard who guards, protects or patrols, goods, premises, buildings, building works or immovable property and who can handle dogs in the performance of his duties. (55)

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 below:

(a) *Werknemers uitgesonderd los werknemers:*

	In die landdrostrikte, Alberton, Bellville, Benoni, Boksburg, Brakpan, Delmas, Die Kaa, Durban, Germis- ton, Goodwood, Inanda, Johannesburg, Kempton Park, Krug- ersdorp, Kuilsrivier, Nigel, Oberholzer, Pinetown, Port Eliza- beth, Pretoria, Rand- burg, Randfontein, Roodepoort, Simon- stad, Springs, Uiten- hage, Vanderbijlpark, Vereeniging, Weston- aria, Wonderboom en Wynberg		In die landdrostrikte, Bloemfontein, Kimber- ley, Klerksdorp, Oos- Londen, Paarl, Pieter- maritzburg, Somerset- Wes, Stellenbosch, Wellington, Worcester, Welkom en die munisi- pale gebied van Wit- bank		In die landdrostrikte, George, Hoëveldrif, Kliprivier, Kroonstad, Odendaalsrus, Potchef- stroom, Virginia en die munisipale gebiede van Bethal, Bethlehem, Newcastle, Pietersburg, Piet Retief, Standerton en Volksrust		In die landdrostrikte, Lichtenburg, Mossel- baai, Oudtshoorn en die munisipale gebiede van Bothaville, De Aar, Kuruman, Queenstown, Upington en Vryburg	
	Gedurende die eerste jaar nadat hierdie Vas- stelling bin- dend geword het	Daarna	Gedurende die eerste jaar nadat hierdie Vas- stelling bin- dend geword het	Daarna	Gedurende die eerste jaar nadat hierdie Vas- stelling bin- dend geword het	Daarna	Gedurende die eerste jaar nadat hierdie Vas- stelling bin- dend geword het	Daarna
	R	R	R	R	R	R	R	R
Algemene werker	35,00	40,00	30,00	35,00	27,00	30,00	25,00	28,00
Ambagsman	110,00	126,00	94,50	110,00	85,00	94,50	80,00	88,00
Assistent Voorman	94,50	108,00	81,00	94,50	75,00	81,00	71,50	76,00
Bediener van 'n mobiele hystoestel	43,00	49,00	36,60	43,00	33,00	36,60	30,50	34,00
Chauffeur	46,50	52,50	39,50	46,50	38,00	41,00	34,50	38,00
Drywer-verkoopsman, graad I van 'n— ligte motorvoertuig	53,50	60,50	45,50	53,50	44,00	47,00	41,00	44,00
medium motorvoertuig	67,50	77,50	58,00	67,50	52,00	58,00	48,00	54,50
swaar motorvoertuig	80,00	92,00	69,00	80,00	61,50	69,00	57,50	63,50
ekstra swaar motorvoertuig	90,00	104,00	78,00	90,00	70,00	78,00	65,00	72,50
Drywer-verkoopsman, graad II, van 'n— ligte motorvoertuig	46,50	52,50	39,50	46,50	38,00	41,00	34,50	38,00
medium motorvoertuig	59,00	67,50	50,50	59,00	45,50	50,50	42,00	47,50
swaar motorvoertuig	69,50	80,00	60,60	69,50	53,50	60,00	50,00	55,50
ekstra swaar motorvoertuig	79,00	90,50	68,00	79,00	61,00	68,00	56,50	63,00
Drywer-verkoopsman-toesighouers	114,00	130,00	98,00	114,00	88,00	98,00	84,00	91,00
Drywer van 'n— ligte motorvoertuig	44,00	50,00	37,50	44,00	36,00	39,00	33,00	36,00
medium motorvoertuig	56,00	64,00	48,00	56,00	43,00	48,00	40,00	45,00
swaar motorvoertuig	66,00	76,00	57,00	66,00	51,00	57,00	47,50	53,00
ekstra swaar motorvoertuig	75,00	86,00	64,50	75,00	58,00	64,50	53,50	60,00
Faktotum	55,00	63,00	47,50	55,00	43,00	47,50	41,00	44,00
Fabrieksklerk— gedurende die eerste 6 maande ondervin- ding	40,00	46,00	34,50	40,00	31,00	34,50	28,80	32,20
gedurende die tweede 6 maande ondervin- ding	43,50	50,00	37,50	43,50	33,75	37,50	31,30	35,00
daarna	47,00	54,00	40,50	47,00	36,50	40,50	33,80	37,80
Gehaltebeheerassistent	46,50	52,50	39,50	46,50	38,00	41,00	34,50	38,00
Handelsreisiger— gedurende die eerste jaar ondervinding	84,46	93,92	74,31	82,62	67,85	71,54	63,69	66,92
gedurende die tweede jaar ondervinding	94,85	106,38	84,00	93,46	76,62	80,77	72,00	75,69
gedurende die derde jaar ondervinding	105,23	118,85	93,69	104,31	85,38	90,00	80,31	84,46
gedurende die vierde jaar ondervinding	115,62	131,31	103,38	115,15	94,15	99,23	88,62	93,23
daarna	126,00	143,77	113,08	126,00	102,92	108,46	96,92	102,00
Handelsreisiger se assistent	46,50	52,50	39,50	46,50	38,00	41,00	34,50	38,00
Herstelwinkelassistent— gedurende die eerste 6 maande ondervin- ding	47,60	54,00	41,00	47,60	39,00	41,00	37,00	39,00
gedurende die tweede 6 maande ondervin- ding	50,60	57,50	43,50	50,00	41,50	43,50	39,50	41,50
daarna	53,60	61,00	46,00	53,60	44,00	46,00	42,00	44,00
Ketelbediener	40,00	46,00	34,50	40,00	31,00	34,50	28,80	32,20
Klerk— gedurende eerste jaar ondervinding	47,31	54,00	40,62	47,31	36,46	40,62	33,69	37,85
gedurende tweede jaar ondervinding	57,69	66,00	49,62	57,69	44,54	49,62	41,08	46,15
gedurende die derde jaar ondervinding	68,08	78,00	58,62	68,08	52,62	58,62	48,46	54,46
gedurende die vierde jaar ondervinding	78,46	90,00	67,62	78,46	60,69	67,62	55,85	62,77
daarna	88,85	102,00	76,62	88,85	68,77	76,62	63,23	71,08
Masjienfaktotum	66,50	76,00	57,00	66,50	51,00	57,00	47,50	53,00
Masjienoppasser, graad I— gedurende die eerste 3 maande ondervin- ding	37,00	42,00	32,00	37,00	28,50	32,00	26,50	29,50
gedurende die tweede 3 maande ondervin- ding	40,00	45,50	34,30	40,00	30,75	34,30	28,50	31,75
daarna	43,00	49,00	36,60	43,00	33,00	36,60	30,50	34,00

	In die landdrostrikte, Alberton, Bellville, Benoni, Boksburg, Brakpan, Delmas, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonia, Wonderboom en Wynberg		In die landdrostrikte, Bloemfontein, Kimberley, Klerksdorp, Oos-Londen, Paarl, Pietermaritzburg, Somerset-Wes, Stellenbosch, Wellington, Worcester, Welkom en die munisipale gebied van Witbank		In die landdrostrikte, George, Hoëveldrif, Kliprivier, Kroonstad, Odendaalsrus, Potchefstroom, Virginia en die munisipale gebiede van Bethal, Bethlehem, Newcastle, Pietersburg, Piet Retief, Standerton en Volksrust		In die landdrostrikte, Lichtenburg, Mosselbaai, Oudtshoorn en die munisipale gebiede van Bothaville, De Aar, Kuruman, Queenstown, Upington en Vryburg	
	Gedurende die eerste jaar nadat hierdie Vastelling bindend geword het	Daarna	Gedurende die eerste jaar nadat hierdie Vastelling bindend geword het	Daarna	Gedurende die eerste jaar nadat hierdie Vastelling bindend geword het	Daarna	Gedurende die eerste jaar nadat hierdie Vastelling bindend geword het	Daarna
	R	R	R	R	R	R	R	R
Onderbaas.....	40,00	46,00	34,50	40,00	31,00	34,50	28,80	32,20
Onderbestuurder.....	130,00	148,00	117,00	130,00	106,00	112,00	100,00	105,00
Sekuriteitswag.....	45,50	52,00	39,00	45,50	35,00	39,00	32,50	36,50
Stroopmaker—								
gedurende die eerste 6 maande ondervinding.....	54,00	62,00	46,50	54,00	42,00	46,50	39,00	43,00
gedurende die tweede 6 maande ondervinding.....	68,00	78,00	58,50	68,00	52,50	58,50	49,00	54,50
daarna.....	82,00	94,00	70,50	82,00	63,00	70,50	59,00	66,00
Toesighouer.....	41,00	46,80	35,00	41,00	31,50	35,00	29,20	32,80
Voorman.....	114,00	130,00	98,00	114,00	88,00	98,00	84,00	91,00
Voorverkoper.....	73,50	84,00	63,00	73,50	56,50	63,00	52,50	59,00
Wag.....	40,00	46,00	34,50	40,00	31,00	34,50	28,80	32,20
Werknemer graad I—								
gedurende die eerste 6 maande ondervinding.....	37,00	42,00	32,00	37,00	28,50	32,00	26,50	29,50
daarna.....	40,00	46,00	34,50	40,00	31,00	34,50	28,80	32,20
Werknemers nie elders in hierdie klousule uitdruklik vermeld nie.....	40,00	46,00	34,50	40,00	31,00	34,50	28,80	32,20

(a) Employees, other than casual employees:

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Delmas, The Cape, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simons-town, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonia, Wonderboom and Wynberg		In the Magisterial Districts of Bloemfontein, Kimberley, Klerksdorp, East London, Paarl, Pietermaritzburg, Somerset West, Stellenbosch, Wellington, Worcester and Welkom and the municipal area of Witbank		In the Magisterial Districts of George, Highveld Ridge, Klip River, Kroonstad, Odendaalsrus, Potchefstroom and Virginia and the municipal areas of Bethal, Bethlehem, Newcastle, Pietersburg, Piet Retief, Standerton and Volksrust		In the Magisterial Districts of Lichtenburg, Mossel Bay and Oudtshoorn and the municipal areas of Bothaville, De Aar, Kuruman, Queenstown, Upington and Vryburg	
	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter
	R	R	R	R	R	R	R	R
Artisan.....	110,00	126,00	94,50	110,00	85,00	94,50	80,00	88,00
Assistant foreman.....	94,50	108,00	81,00	94,50	75,00	81,00	71,50	76,00
Assistant manager.....	130,00	148,00	117,00	130,00	106,00	112,00	100,00	105,00
Boiler attendant.....	40,00	46,00	34,50	40,00	31,00	34,50	28,80	32,20

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Delmas, The Cape, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstonsburg, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonia, Wonderboom and Wynberg		In the Magisterial Districts of Bloemfontein, Kimberley, Klerksdorp, East London, Paarl, Pietermaritzburg, Somerset West, Stellenbosch, Wellington, Worcester and Welkom and the municipal area of Witbank		In the Magisterial Districts of George, Highveld Ridge, Klip River, Kroonstad, Odendaalsrus, Potchefstroom and Virginia and the municipal areas of Bethal, Bethlehem, Newcastle, Pietersburg, Piet Retief, Standerton and Volksrust		In the Magisterial Districts of Lichtenburg, Mossel Bay and Oudtshoorn and the municipal areas of Bothaville, De Aar, Kuruman, Queenstown, Upington and Vryburg	
	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter
Chargehand	R 40,00	R 46,00	R 34,50	R 40,00	R 31,00	R 34,50	R 28,80	R 32,20
Chauffeur	46,50	52,50	39,50	46,50	38,00	41,00	34,50	38,00
Clerk—								
during the first year of experience	47,31	54,00	40,62	47,31	36,46	40,62	33,69	37,85
during the second year of experience	57,69	66,00	49,62	57,69	44,54	49,62	41,08	46,15
during the third year of experience	68,08	78,00	58,62	68,08	52,62	58,62	48,46	54,46
during the fourth year of experience	78,46	90,00	67,62	78,46	60,69	67,62	55,85	62,77
thereafter	88,85	102,00	76,62	88,85	68,77	76,62	63,23	71,08
Driver of a—								
light motor vehicle	44,00	50,00	37,50	44,00	36,00	39,00	33,00	36,00
medium motor vehicle	56,00	64,00	48,00	56,00	43,00	48,00	40,00	45,00
heavy motor vehicle	66,00	76,00	57,00	66,00	51,00	57,00	47,50	53,00
extra heavy motor vehicle	75,00	86,00	64,50	75,00	58,00	64,50	53,50	60,00
Drive-salesman, Grade I, of a—								
light motor vehicle	53,50	60,50	45,50	53,50	44,00	47,00	41,00	44,00
medium motor vehicle	67,50	77,50	58,00	67,50	52,00	58,00	48,00	54,50
heavy motor vehicle	80,00	92,00	69,00	80,00	61,50	69,00	57,50	63,50
extra heavy motor vehicle	90,00	104,00	78,00	90,00	70,00	78,00	65,00	72,50
Driver-salesman, Grade II, of—								
light motor vehicle	46,50	52,50	39,50	46,50	38,00	41,00	34,50	38,00
medium motor vehicle	59,00	67,50	50,50	59,00	45,50	50,50	42,00	47,50
heavy motor vehicle	69,50	80,00	60,00	69,50	53,50	60,00	50,00	55,50
extra heavy motor vehicle	79,00	90,50	68,00	79,00	61,00	68,00	56,50	63,00
Driver-salesman supervisor	114,00	130,00	98,00	114,00	88,00	98,00	84,00	91,00
Factory clerk—								
during the first six months of experience	40,00	46,00	34,50	40,00	31,00	34,50	28,80	32,20
during the second six months of experience	43,50	50,00	37,50	43,50	33,75	37,50	31,30	35,00
thereafter	47,00	54,00	40,50	47,00	36,50	40,50	33,80	37,80
Foreman	114,00	130,00	98,00	114,00	88,00	98,00	84,00	91,00
General worker	35,00	40,00	30,00	35,00	27,00	30,00	25,00	28,00
Grade I employee—								
during the first six months of experience	37,00	42,00	32,00	37,00	28,50	32,00	26,50	29,50
thereafter	40,00	46,00	34,50	40,00	31,00	34,50	28,80	32,20
Handyman	55,00	63,00	47,50	55,00	43,00	47,50	41,00	44,00
Machine handyman	66,50	76,00	57,00	66,50	51,00	57,00	47,50	53,00
Machine-minder, Grade I—								
during the first three months of experience	37,00	42,00	32,00	37,00	28,50	32,00	26,50	29,50
during the second three months of experience	40,00	45,50	34,30	40,00	30,75	34,30	28,50	31,75
thereafter	43,00	49,00	36,60	43,00	33,00	36,60	30,50	34,00
Mobile hoist operator	43,00	49,00	36,60	43,00	33,00	36,60	30,50	34,00
Pre-seller	73,50	84,00	63,00	73,50	56,50	63,00	52,50	59,00
Quality control assistant	46,50	52,50	39,50	46,50	38,00	41,00	34,50	38,00
Repair-shop assistant—								
during the first six months of experience	47,60	54,00	41,00	47,60	39,00	41,00	37,00	39,00
during the second six months of experience	50,60	57,50	43,50	50,60	41,50	43,50	39,50	41,50
thereafter	53,60	61,00	46,00	53,60	44,00	46,00	42,00	44,00
Security guard	45,50	52,00	39,00	45,50	35,00	39,00	32,50	36,50
Supervisor	41,00	46,80	35,00	41,00	31,50	35,00	29,20	32,80
Syrup maker—								
during the first six months of experience	54,00	62,00	46,50	54,00	42,00	46,50	39,00	43,00
during the second six months of experience	68,00	78,00	58,50	68,00	52,50	58,50	49,00	54,50
thereafter	82,00	94,00	70,50	82,00	63,00	70,50	59,00	66,00
Traveller—								
during the first year of experience	84,46	93,92	74,31	82,62	67,85	71,54	63,69	66,92
during the second year of experience	94,85	106,38	84,00	93,46	76,62	80,77	72,00	75,69
during the third year of experience	105,23	118,85	93,69	104,31	85,38	90,00	80,31	84,46
during the fourth year of experience	115,62	131,31	103,38	115,15	94,15	99,23	88,62	93,23
thereafter	126,00	143,77	113,08	126,00	102,92	108,46	96,92	102,00

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Delmas, The Cape, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simons-town, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonia, Wonderboom and Wynberg		In the Magisterial Districts of Bloemfontein, Kimberley, Klerksdorp, East London, Paarl, Pietermaritzburg, Somerset West, Stellenbosch, Wellington, Worcester and Welkom and the municipal area of Witbank		In the Magisterial Districts of George, Highveld Ridge, Klip River, Kroonstad, Odendaalsrus, Potchefstroom and Virginia and the municipal areas of Bethal, Bethlehem, Newcastle, Pietersburg, Piet Retief, Standerton and Volksrust		In the Magisterial Districts of Lichtenburg, Mossel Bay and Oudtshoorn and the municipal areas of Bothaville, De Aar, Kuruman, Queenstown, Upington and Vryburg	
	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter
	R	R	R	R	R	R	R	R
Traveller's assistant.....	46,50	52,50	39,50	46,50	38,00	41,00	34,50	38,00
Watchman.....	40,00	46,00	34,50	40,00	31,00	34,50	28,80	32,20
Employee not specifically mentioned elsewhere in this clause.....	40,00	46,00	34,50	40,00	31,00	34,50	28,80	32,20

(b) *Los werknemer.*—'n Werkgewer moet sy los werknemer vir elke dag of gedeelte van 'n dag diens minstens die volgende loon betaal:

(i) Indien die maksimum voorgeskrewe daaglikse gewone werkure van so 'n werknemer nege en 'n kwart is, een vyfde;

(ii) indien sodanige maksimum agt en 'n half is, een sesde; van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word, plus 10%. Met dien verstande dat—

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

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

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

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

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

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

Met dien verstande dat—

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

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

(b) *Casual employee.*—An employer shall pay his casual employee for each day or part of a day of employment a wage of not less than—

(i) one-fifth, if the maximum prescribed daily ordinary hours of work of such employee is nine and one-quarter;

(ii) one-sixth, if such maximum is eight and one-half;

of the weekly wage prescribed for an employee in the same area and who performs the same class of work as the casual employee is required to do, plus 10%. Provided that—

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

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

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

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

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

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

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

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

Provided that—

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

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

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

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

(i) vyf, in die geval van 'n werknemer wat 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 maal sy weekloon.

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

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

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

(i) waar die silinderinhoud van die voertuig waarmee die werknemer aldus gereis het hoogstens 1 250 cm³ is: 10c;

(ii) waar die silinderinhoud van sodanige voertuig meer as 1 250 cm³ maar hoogstens 2 500 cm³ is: 12c;

(iii) waar die silinderinhoud van sodanige voertuig meer as 2 500 cm³ is: 14,5c.

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

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

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

(ii) moet sy werkgever hom 'n onderhoudstoelae van minstens R12 vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;

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

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

(ii) moet sy werkgever hom 'n onderhoudstoelae van minstens R5,50 vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;

Met dien verstande dat hy die toepassing van hierdie subklousule die uitdrukking "nag" die tydperk tussen 23h00 en 04h00 beteken.

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

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

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

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

(iii) in die geval van 'n eis ingevolge subklousule (6), die tyd waarop elke tydperk van afwesigheid begin en geëindig het;

en ten einde aan so 'n vereiste te kan voldoen, moet sy werkgever, voordat sodanige reis deur sodanige handelsreisiger onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word.

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, wekeliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseelde koevert of houër 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;

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

(b) a traveller who is required to provide motor transport for the performance of his duties, his employer shall pay him for each kilometre travelled in the performance of his duties a transport allowance of not less than—

(i) where the engine capacity of the vehicle in which the employee so travelled does not exceed 1 250 cm³: 10c;

(ii) where the engine capacity of such vehicle exceeds 1 250 cm³ but not 2 500 cm³: 12c;

(iii) where the engine capacity of such vehicle exceeds 2 500 cm³: 14,5c.

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

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

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

(ii) pay him a subsistence allowance of not less than R12 for each night where such absence extends over one or more nights;

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

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

(ii) pay him a subsistence allowance of not less than R5,50 for each night where such absence extends over one or more nights;

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

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

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

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

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

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

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

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees*.—Save as provided in clauses 3 (7) and 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly, or with the consent of the employee in cash or by cheque monthly, during the hours of work or within 15 minutes of ceasing work, on the usual pay-day of the establishment for such employee or 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) die getal gewone werkure wat die werknemer gewerk het;
- (d) die getal ure wat die werknemer oortyd gewerk het;
- (e) die getal ure wat die werknemer op 'n Sondag, 'n openbare vakansiedag in klousule 8 (1) bedoel, of gedurende sy vry periode gewerk het;
- (f) die werknemer se loon;
- (g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (h) besonderhede van enige bedrag wat afgetrek is;
- (i) die werklike bedrag wat aan die werknemer betaal word; en
- (j) die tydperk waarvoor die betaling geskied;

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

- (i) op die skriftelike versoek van 'n werknemer, die bedrag aan hom verskuldig gestort kan word op sy bouvereniging- of bankrekening deur die werkgever wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;
- (ii) voornoemde inligting betreffende tyd gewerk nie verstrek hoef te word aan 'n werknemer wat ingevolge klousule 5 (10) (a) van die werkbepalings uitgesluit is nie.
- (2) *Los werknemer*.—'n Werkgever moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal.
- (3) *Premies*.—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgever betaal of deur hom aangeneem word nie.
- (4) *Koop van goedere*.—'n Werkgever mag nie van sy werknemer vereis om goedere van hom of van enige winkel, plek of persoon deur hom aangewys, te koop nie.
- (5) *Voedsel en huisvesting*.—Behoudens die Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om voedsel of huisvesting of voedsel en huisvesting van hom of van enigiemand anders of op 'n plek deur hom aangewys, aan te neem nie.
- (6) *Aftekings*.—'n Werkgever 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-, siektebystand-, mediese hulp-, versekerings-, spaar-, voorsorgs- of pensioenfonds, lededeel van 'n vakvereniging, lededeel aan 'n inrigting vir die voordeel van die werknemer of aan 'n werknemer se ontspanningsklub indien sodanige klub op die werkgever se perseel is;
 - (b) behoudens andersluidende bepalinge in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
 - (c) enige bedrag wat 'n werkgever regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;
 - (d) wanneer 'n werknemer daartoe instem of daar ingevolge die Swartes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om voedsel en huisvesting of voedsel of huisvesting van sy werkgever aan te neem, 'n bedrag van hoogstens—

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

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

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

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

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

(f) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgever betaal het of onderneem om te betaal aan enige bankinstelling, bougenootskap, assuransiëbesigheid, plaaslike owerheid of geregistreerde finansiële instelling ten opsigte van 'n paaiement op 'n lening wat aan sodanige werknemer toegestaan is om 'n woning te verkry;

- (c) the number of ordinary hours of work worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the number of hours worked by the employee on a Sunday, a public holiday referred to in clause 8 (1), or during his free period;
- (f) the employee's wage;
- (g) the details of any other remuneration arising out of the employee's employment;
- (h) the details of any deductions made;
- (i) the actual amount paid to the employee; and
- (j) the period in respect of which payment is made;

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

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

(ii) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (10) (a).

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

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

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

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

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

(a) With the written consent of his employee, a deduction for holiday, sick benefit, medical aid, insurance, savings, provident or pension funds, subscriptions to trade unions or subscriptions to any institution for the benefit of the employee or to an employee's recreation club if such club is on the employer's premises;

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

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

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

	Per week	Per month
	R	R
(i) Board	3,00	13,00
(ii) Lodging	1,50	6,50
(iii) Board and lodging	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 shortage of raw materials, unless the employer has given his employee notice on the previous work-day of his intention to reduce the ordinary hours of work;

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

(f) with the written consent of an employee, a deduction of any amount which an employer has paid or has undertaken to pay to any banking institution, building society, insurance company, local authority or registered financial institution in respect of a payment or a loan granted to such employee to obtain a dwelling;

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

- (i) 'n paaiement op 'n lening wat aan sodanige werknemer toegestaan is vir die verkryging van 'n woning; of
- (ii) die huurgeld van 'n woning of huisvesting in 'n tehuis wat sodanige werknemer bewoon;

indien die woning of tehuis voorsien is deur bemiddeling van sodanige organisasie uitsluitlik of gedeeltelik uit fondse wat vir daardie doel voorskiet is deur die Staat, 'n bougenootskap of plaaslike owerheid.

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

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

(A) gedurende die tydperk 1 November tot 30 April in die landdrosdistrikte Durban, Inanda en Pinetown en gedurende die tydperk 1 Oktober tot 31 Maart in alle ander gebiede—

(a) ten opsigte van 'n drywer-verkoopsmantoesighouer, 'n drywer-verkoopsmant, 'n drywer van 'n motorvoertuig, 'n algemene werker wat so 'n drywer-verkoopsmant of drywer van 'n motorvoertuig vergesel of 'n werknemer wat uitsluitlik of hoofsaaklik in diens is vir die ontvangs, versending of aflewering van goedere—

(i) 48 in 'n week van Maandag tot en met Saterdag, in die geval van 'n werknemer wat 'n werkweek van ses dae het en 48 in 'n week van Maandag tot en met Vrydag, in die geval van 'n werknemer wat 'n werkweek van vyf dae het;

(ii) agt en 'n half op vyf dae in 'n week en vyf en 'n half op die oorblywende dag in die geval van 'n werknemer met 'n werkweek van ses dae en, behoudens subparagraaf (i) hiervan, nege en 'n driekwartuur op 'n dag in die geval van 'n werknemer met 'n werkweek van vyf dae;

(b) ten opsigte van alle ander werknemers—

(i) 46 in 'n week van Maandag tot en met Saterdag, in die geval van 'n werknemer met 'n werkweek van ses dae en 46 in 'n week van Maandag tot en met Vrydag, in die geval van 'n werknemer met 'n werkweek van vyf dae;

(ii) behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, en in dié geval mag die ure op enigiene van die ander dae tot agt en 'n half verleng word in die geval van 'n werknemer met 'n werkweek van ses dae en nege en 'n kwart in die geval van 'n werknemer met 'n werkweek van vyf dae;

(B) gedurende die tydperk 1 Mei tot 31 Oktober in die landdrosdistrikte Durban, Inanda en Pinetown en gedurende die tydperk 1 April tot 30 September in alle ander gebiede—

(a) 44 in 'n week van Maandag tot en met Saterdag, in die geval van 'n werknemer met 'n werkweek van ses dae en 44 in 'n week van Maandag tot en met Vrydag, in die geval van 'n werknemer met 'n werkweek van vyf dae;

(b) behoudens subparagraaf (a) hiervan, agt op vyf dae in 'n week en vyf op die oorblywende dag in die geval van 'n werknemer met 'n werkweek van ses dae en nege op 'n dag in die geval van 'n werknemer met 'n werkweek van vyf dae.

(2) 'n Werkgever mag nie van 'n los werknemer vereis of hom toelaat om meer gewone werkure op 'n dag te werk nie as—

(A) gedurende die tydperk 1 November tot 30 April in die landdrosdistrikte Durban, Inanda en Pinetown en gedurende die tydperk 1 Oktober tot 31 Maart in alle ander gebiede—

(a) nege en 'n kwart in 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting met 'n werkweek van vyf dae;

(b) agt en 'n half in 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting met 'n werkweek van ses dae;

(B) gedurende die tydperk 1 Mei tot 31 Oktober in die landdrosdistrikte Durban, Inanda en Pinetown en gedurende die tydperk 1 April tot 30 September in alle ander gebiede—

(a) nege in 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting met 'n werkweek van vyf dae;

(b) agt in 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting met 'n werkweek van ses dae.

(3) 'n Werkgever mag nie van 'n sekuriteitswag of wag vereis of hom toelaat om meer gewone werkure te werk nie as—

(i) 72 in 'n week van Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i) hiervan, 12 op 'n dag.

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

(i) 'n werkgever 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 werkgever die Afdelingsinspekteur, Departement van Mannekrag, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

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

(i) a payment on a loan granted to such employee in order to obtain a dwelling; or

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

if the dwelling or hostel is provided through the agency of such organisation, wholly or partly from funds advanced for that purpose by the Government, a building society or a local authority.

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

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

(A) during the period 1 November to 30 April in the Magisterial Districts of Durban, Inanda and Pinetown, and during the period 1 October to 31 March in all other areas—

(a) in respect of a driver-salesman supervisor, a driver-salesman, a driver of a motor vehicle, a general worker who accompanies such driver-salesman or driver of a motor vehicle or an employee who is wholly or mainly engaged in the receipt, despatch or delivery of goods—

(i) 48 in any week from Monday to Saturday, inclusive, in the case of an employee who works a six-day week and 48 in any week from Monday to Friday, inclusive, in the case of an employee who works a five-day week;

(ii) eight and a half on five days in any week and five and a half on the remaining day in the case of an employee who works a six-day week and, subject to subparagraph (i) hereof, nine and three-quarter hours on any day in the case of an employee who works a five-day week;

(b) in respect of all other employees—

(i) 46 in any week from Monday to Saturday, inclusive, in the case of an employee who works a six-day week and 46 in any week from Monday to Friday, inclusive, in the case of an employee who works a five-day week;

(ii) subject to subparagraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and a half in the case of an employee who works a six-day week and nine and a quarter in the case of an employee who works a five-day week;

(B) during the period 1 May to 31 October in the Magisterial Districts of Durban, Inanda and Pinetown, and during the period 1 April to 30 September in all other areas—

(a) 44 in any week from Monday to Saturday, inclusive, in the case of an employee who works a six-day week and 44 in any week from Monday to Friday, inclusive, in the case of an employee who works a five-day week;

(b) subject to subparagraph (a) hereof, eight on five days in any week and five on the remaining day in the case of an employee who works a six-day week and nine on any day in the case of an employee who works a five-day week.

(2) An employer shall not require or permit a casual employee to work more ordinary hours of work on any day than—

(A) during the period 1 November to 30 April in the Magisterial Districts of Durban, Inanda and Pinetown, and during the period 1 October to 31 March in all other areas—

(a) nine and a quarter in an establishment or portion of an establishment in which a five-day week is worked;

(b) eight and a half in an establishment or portion of an establishment in which a six-day week is worked;

(B) during the period 1 May to 31 October in the Magisterial Districts of Durban, Inanda and Pinetown, and during the period 1 April to 30 September in all other areas—

(a) nine in an establishment or portion of an establishment in which a five-day week is worked;

(b) eight in an establishment or portion of an establishment in which a six-day week is worked.

(3) An employer shall not require or permit a security guard or a watchman to work more ordinary hours of work than—

(i) 72 in any week from Monday to Saturday, inclusive; and

(ii) subject to subparagraph (i) hereof, 12 on any day.

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

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

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

(iii) as sodanige pouse langer as een uur is, enige tyd wat een en 'n kwartuur te bowe gaan, geag word werkdag te wees;

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

(v) 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 15 minute verkort mag word; maar indien die werkgewer voornemens is om die werk te laat ophou hoogstens ses uur na die verstryking van die eerste etenspouse en die werk aldus ophou, 'n tweede etenspouse nie toegestaan hoef te word nie;

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

(5) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke werkdag in die voor- en namiddag, 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: Met dien verstande dat 'n werkgewer wat die gewone werkure van die werkdag in die namiddag met minstens 10 minute verminder, sy werknemer gedurende sodanige werkdagperke nie 'n ruspouse hoef toe te staan nie.

(6) *Werkure moet agtereenvolgend wees.*—Behoudens subklousule (4), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

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

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

(b) in die geval van 'n drywer-verkoopsman, 'n drywer-verkoopsman, 'n drywer van 'n motorvoertuig en 'n algemene werker wat sodanige drywer-verkoopsman of drywer van 'n motorvoertuig vergesel of 'n werknemer wat uitsluitlik of hoofsaaklik in diens is vir die ontvangs, versending of aflewering van goedere, uitgesonderd 'n los werknemer—

(i) tien uur in 'n week gedurende die tydperk 1 Mei tot 31 Oktober in die landdrosdistrikte Durban, Inanda en Pinetown en gedurende die tydperk 1 April tot 30 September in alle ander gebiede;

(ii) dertig uur in 'n week gedurende die tydperk 1 November tot 30 April in die landdrosdistrikte Durban, Inanda en Pinetown en gedurende die tydperk 1 Oktober tot 31 Maart in alle ander gebiede;

(c) in die geval van enige ander werknemer, 10 uur in 'n week;

(d) in geval van 'n sekuriteitswag of 'n wag, 12 uur in 'n week.

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

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

(b) in die geval van 'n ander werknemer—

(i) een en 'n derde maal sy gewone loon ten opsigte van oortyd van hoogstens 10 uur wat so 'n werknemer altesaam in 'n week werk;

(ii) een en 'n half maal sy loon ten opsigte van oortyd van langer as 10 uur wat so 'n werknemer altesaam in 'n week werk.

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

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

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

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

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

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

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

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

(ii) sodanige werknemer van 'n ete ter waarde van minstens 90c voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of

(iii) sodanige werknemer minstens 90c betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

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

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

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

(v) when on any day by reason of overtime worked an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes; but if the employer intends work to cease not later than six hours after the expiration of the first meal interval and it does so cease, a second meal interval need not be given;

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

(5) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning and afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee: Provided that an employer who reduces the ordinary hours of work of the afternoon work period by not less than 10 minutes, need not grant his employee a rest interval during such period.

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

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

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

(b) in the case of a driver-salesman supervisor, a driver-salesman, a driver of a motor vehicle, a general worker who accompanies such driver-salesman or driver of a motor vehicle, or an employee wholly or mainly engaged in the receipt, despatch or delivery of goods, other than a casual employee—

(i) ten hours in any week during the period 1 May to 31 October in the Magisterial Districts of Durban, Inanda and Pinetown and during the period 1 April to 30 September in all other areas;

(ii) thirty hours in any week during the period 1 November to 30 April in the Magisterial Districts of Durban, Inanda and Pinetown and during the period 1 October to 31 March in all other areas;

(c) in the case of all other employees, 10 hours in any week;

(d) in the case of a security guard or a watchman, 12 hours in any week.

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

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

(b) in the case of any other employee—

(i) one and one-third times his ordinary wage in respect of overtime not exceeding 10 hours in the aggregate worked by such employee in any week;

(ii) one and one-half times his ordinary wage in respect of overtime worked in excess of 10 hours in the aggregate by such employee in any week.

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

(a) between 18h00 and 06h00;

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

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

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

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

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

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

(ii) provided such employee with a meal costing at least 90c and allowed her sufficient time to have it before she has to commence overtime; or

(iii) paid such employee not less than 90c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(10) Voorbehoudsbepaling.—(a) Hierdie klousule is nie van toepassing nie op—

- (i) 'n handelsreisiger of 'n handelsreisiger se assistent;
 - (ii) 'n drywer-verkoopsmantoesighouer, 'n voorman, 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en solank so 'n werknemer gereeld 'n loon van—
 - (a) minstens R850 per maand in gebiede A en B; en
 - (b) minstens R775 per maand in gebiede C en D ontvang;
 - (iii) 'n drywer-verkoopsmantoesighouer of 'n voorverkoper, indien en solank so 'n werknemer gereeld 'n loon van—
 - (a) minstens R680 per maand in gebiede A en B; en
 - (b) minstens R553 per maand in gebiede C en D ontvang.
- (b) Subklousules (4), (5), (6) en (7) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.
- (c) Subklousules (4) en (5) is nie van toepassing op 'n voorverkoper, 'n drywer-verkoopsmantoesighouer, 'n drywer-verkoopsmantoesighouer, 'n drywer van 'n motorvoertuig of 'n algemene werker wat sodanige drywer-verkoopsmantoesighouer van 'n motorvoertuig, na gelang van die geval, vergesel nie.
- (d) Subklousules (4) en (5) is nie op 'n sekuriteitswag en 'n wag van toepassing nie.

6. JAARLIKSE VERLOF

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

- (a) in die geval van 'n sekuriteitswag of wag, 28 agtereenvolgende dae;
 - (b) in die geval van enige ander werknemer, 21 agtereenvolgende dae;
- 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—

- (i) die weekloon van 'n handelsreisiger wat kommissiewerk doen bereken word deur die besoldiging wat uit hoofde van sy ooreenkomstige klousule 9 (7) aan hom betaalbaar is ten opsigte van die 12 maande onmiddellik voor die datum waarop die verlof hom toekom, deur 52 te deel of, indien hy minder as 12 maande aldus gewerk het, deur die totale besoldiging wat aldus vir sodanige dienstydperk aan hom betaalbaar is, deur die getal voltooides weke in sodanige tydperk te deel;
 - (ii) die weekloon van 'n werknemer wat stukwerk verrig, bereken word op die grondslag uiteengesit in artikel 20 (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.
- (2) Die verlof by subklousule (1) voorgeskryf, moet toegestaan word en geneem word op 'n tyd wat die werkgewer bepaal het: Met dien verstande dat—

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

- (ii) die tydperk van verlof nie mag saam val nie met—

- (aa) siekteverlof wat ingevolge klousule 7 toegestaan is of met afwesigheid van werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b) van altesaam hoogstens 10 weke in enige tydperk van 12 maande;

- (ab) enige tydperk waarin die werknemer kennisgewing van diensbeëindiging ingevolge klousule 12 uitdien of militêre opleiding of diens kragtens die Verdedigingswet, 1957, ondergaan, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem;

- (iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte van Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;

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

(10) *Provisos.*—(a) These clauses shall not apply to—

- (i) a traveller or a traveller's assistant;
 - (ii) a driver-salesman supervisor, a foreman, a senior managerial or administrative employee or a technical or professional employee if and for as long as such employee is in receipt of a regular wage of—
 - (a) not less than R850 per month in areas A and B; and
 - (b) not less than R775 per month in Areas C and D;
 - (iii) a driver-salesman or a pre-seller, if and for as long as such employee is in receipt of a regular wage of—
 - (a) not less than R680 per month in Areas A and B; and
 - (b) not less than R553 per month in Areas C and D.
- (b) Subclauses (4), (5), (6) and (7) shall not apply to an employee while he is engaged on emergency work.
- (c) Subclauses (4) and (5) shall not apply to a pre-seller, a driver-salesman supervisor, a driver-salesman, a driver of a motor vehicle or a general worker who accompanies such driver-salesman or driver of a motor vehicle, as the case may be.
- (d) Subclauses (4) and (5) shall not apply to a security guard and a watchman.

6. ANNUAL LEAVE

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

- (a) in the case of a security guard or watchman, 28 consecutive days' leave;
 - (b) in the case of any other employee, 21 consecutive days' leave;
- and shall pay such employee in respect of such leave—

- (i) in the case of an employee referred to in paragraph (a), an amount of not less than 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 purpose of this clause—

- (i) the weekly wage of a traveller who is employed on commission work shall be calculated by dividing the remuneration payable to him by virtue of his agreement in accordance with clause 9 (7) in respect of the 12 months immediately preceding the date of the accrual of his leave by 52 or, if he has had less than 12 months of such employment, by dividing the total remuneration so payable to him during his period of such employment by the number of completed weeks in such period;

- (ii) the weekly wage of any employee who is engaged in piece-work shall be calculated on the basis set out in section 20 (5) of the Factories, Machinery and Building Work Act, 1941.

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

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

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

- (aa) sick leave granted in terms of clause 7 or absence from work owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b) amounting in the aggregate in any period of 12 months to not more than 10 weeks;

- (ab) any period during which the employee is serving notice of termination of employment in terms of clause 12 or is undergoing military training or service in terms of the Defence Act, 1957, unless the employee so requests and the employer agrees thereto in writing;

- (iii) if New Year's Day, Good Friday, Ascension Day, Republic Day the Day of the Vow or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added

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

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

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

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

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

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

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

(a) in die geval van 'n sekuriteitswag of wag, een derde; en

(b) in die geval van elke ander werknemer, een vierde;

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever ten opsigte van 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek: Met dien verstande voorts dat, behoudens klousule 12 (4), 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgever betaal het in plaas daarvan om aldus kennis te gee;

(ii) wat sy diens sonder 'n regsgeldige rede verlaat; op geen betaling uit hoofde van hierdie subklousule geregtig is nie.

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

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

(a) enige tydperk ten opsigte waarvan 'n werkgever of 'n werknemer ingevolge klousule 12, 'n werknemer of 'n werkgever, na gelang van die geval, betaal in plaas van kennis te gee;

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

(i) met verlof ingevolge hierdie klousule;

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

(iii) op las of versoek van sy werkgever; en wel tot 'n totaal, in enige tydperk van 12 maande van hoogstens 10 weke; en

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

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 daar-kragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;

(iii) in die geval van alle ander werknemers, op die datum waarop sodanige werknemers 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 werknemer wat normaalweg vyf dae per week werk, altesaam minstens 20 werksdae; en

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

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

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

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

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

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

(a) in the case of a security guard or watchman, one-third; and

(b) in the case of all other employees, one-fourth;

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to subclause (2): Provided further that, subject to clause 12 (4), an employee—

(i) who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

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

shall not be entitled to any payment by virtue of this subclause.

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

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

(a) any period in respect of which an employer or an employee, in terms of clause 12, pays an employee or employer, as the case may be, in lieu of notice;

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

(i) on leave in terms of this clause;

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

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

amounting in the aggregate in any period of 12 months to not more than 10 weeks; and

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

and employment shall be deemed to commence—

(i) in the case of an employee who 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 an employee who normally works a five-day week, not less than 20 work days; and

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

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

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

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

(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 werkdag; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag;

(c) op die werkdag onmiddellik na die Maandag, wat volg op Nuwejaarsdag telkens wanneer hierdie vakansiedag op 'n Sondag val;

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

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

(4) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1);

en wat in enige tydperk van 12 maande altesaam hoogstens 10 weke beloop; en

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

(5) Hierdie klousule is nie van toepassing nie—

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

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

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

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

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

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

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

(b) on the work day immediately preceding or the work day immediately succeeding a Sunday or New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Vow or Christmas Day;

(c) on the work day immediately succeeding the Monday following New Year's Day, whenever this holiday falls on a Sunday;

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

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

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

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

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

(aa) on leave in terms of clause 6;

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

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

amounting in the aggregate, in any period of 12 months, to not more than 10 weeks; and

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

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 purpose of this clause, be deemed to be employment under this determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this determination;

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

(5) This clause shall not apply—

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

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

8. OPENBARE VAKANSIEDAE EN SONDAE

(1) Behoudens klousules 4 (6) en 6 (2), moet 'n werkgewer aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op Nuwerjaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer op Nuwerjaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag werk, moet sy werkgewer hom, behoudens klousule 4 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat, waar daar van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag word dat hy vier uur gewerk het.

(3) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer of—

(a) die werknemer—

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

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

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

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

(a) op 'n werknemer wat ingevolge klousule 5 (10) (a) van die werkbepalings uitgesluit is;

(b) op 'n los werknemer.

9. STUKWERK EN KOMMISSIEWERK

(1) 'n Werkgewer kan nadat hy minstens een week vooraf kennis aan sy werknemer, uitgesonderd 'n handelsreisiger, gee, '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 besoldiging in subklousule (1) beoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.

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

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

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

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

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

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

8. PUBLIC HOLIDAYS AND SUNDAYS

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

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

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

(a) pay the employee—

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

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

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

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

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

(b) a casual employee.

9. PIECE-WORK AND COMMISSION WORK

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

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

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

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

(3) An employer who intends to cancel or amend any piece-work system in operation or the rates applicable there under 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) A traveller who by agreement with his employer undertakes commission work shall be supplied by his employer, before such work is commenced, with a true copy of the agreement or a statement setting out the terms of the agreement, which shall include—

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

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

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

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

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

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

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

(8) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om werk vir hom uitsluitlik op 'n kommissie-grondslag 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 woordomskrif van "loon" in klousule 2, vir 'n werknemer van sy klas en ondervinding of, in die geval van 'n handelsreisiger, bykomend by die loon voorgeskryf by klousule 3 (1), of by die loon waarop ingevolge subklousule (5) ooreengekom is, indien sodanige loon hoër is as die loon by klousule 3 (1) voorgeskryf.

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

10. VERBOD OP INDIENSNEMING

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende kleren wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende kleren bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende kleren te was of te was en stryk en in so 'n geval moet die werkgewer so 'n werknemer 'n toelae van minstens 60c per week 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) na die eerste vier weke diens, minstens een week;

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

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

Met dien verstande dat—

- (i) die reg van 'n werkgewer of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;
- (iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros;

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

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

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

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

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

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

(8) An employer shall not require or permit an employee to undertake work for him exclusively on a commission basis. Every amount payable to an employee as commission in terms of an agreement entered into in terms of subclause (5) is separate from and supplementary to the wage prescribed in clause 3 (1) read with the definition of "wage" in clause 2, for an employee of his class and experience or, in the case of a traveller, supplementary to the wage prescribed in clause 3 (1) or to the wage agreed on in terms of subclause (5), if such wage is higher than the wage prescribed in clause 3 (1).

(9) An employer or a traveller who intends to cancel, or to negotiate for an alteration of, an agreement in regard to commission work, shall give written notice of such intention, and the period of such notice shall be not less than that required to terminate the contract of employment of such traveller in terms of clause 12.

10. PROHIBITION OF EMPLOYMENT

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

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 and allowance of not less than 60c every 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;
- (b) after the first four weeks of employment, not less than one week's;

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

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

Provided that this shall not affect—

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

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

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

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

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

(ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof toegestaan ingevolge klousule 7 of weens ongeskiktheid in die omstandighede in klousule 7 (5) (a) of (b) uiteengesit van altesaam hoogstens 10 weke in enige tydperk van 12 maande kennis gegee mag word nie.

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

'n Werkgever mag nie 'n herstelwinkelassistent in diens neem nie tensy hy twee ambagsmanne in diens het, en vir elke addisionele twee ambagsmanne mag hy hoogstens een addisionele herstelwinkelassistent in diens neem.

14. DIENSSERTIFIKAAT

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

DIENSSERTIFIKAAT

Ek/Ons (a).....
wat die Mineraalwaterywerheid beoefen te
.....
verklaar hierby dat
in my/ons (a) diens was van die
dat van 19..... tot die
dag van 19..... as (b)
By diensbeëindiging was sy/haar (a) loon R.....
per week.

(Handtekening van werkgever of
gemagtigde verteenwoordiger)

Datum 19.....

(a) Skrap wat nie van toepassing is nie.

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

15. LOGBOEK

(1) 'n Werkgever moet sy drywer-verkoopsman [uitgesonderd 'n drywer-verkoopsman in klousule 5 (10) (a) (iii) bedoel], of sy drywer van 'n motorvoertuig voorsien van 'n logboek wat sover doenlik die volgende vorm het:

DAAGLIKSE LOG

Naam van werkgever
Naam van drywer
Datum
Tyd waarop werk begin het
Tyd waarop werk opgehou het
Getal ure gewerk
Etenspouse van tot
Besonderhede omtrent enige ongeluk of vertraging
Name van ander werknemers wat drywer op motorvoertuig vergesel het
.....

(Handtekening van drywer)

Datum 19.....

(2) Elke drywer-verkoopsman [uitgesonderd 'n drywer-verkoopsman in klousule 5 (10) (a) (iii) bedoel] of drywer van 'n motorvoertuig moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse log in duplo hou en binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan by sy werkgever indien.

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b) amounting in the aggregate to not more than 10 weeks in any period of 12 months.

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

13. RATIO

An employer shall not employ a repair-shop assistant unless he has in his employ two artisans and for each additional two artisans he shall not employ more than one additional repair-shop assistant.

14. CERTIFICATE OF SERVICE

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

CERTIFICATE OF SERVICE

I/We (a).....
carrying on trade in the Mineral Water Manufacturing 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.

(Signature of employer or
authorised representative)

Date 19.....

(a) Delete whichever inapplicable.

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

15. LOG-BOOK

(1) An employer shall provide his driver-salesman [other than a driver-salesman referred to in clause 5 (10) (a) (iii)], or his driver of a motor vehicle with a log-book as nearly as practicable in the following form:

DAILY LOG

Name of employer
Name of driver
Date
Time of starting work
Time of finishing work
Number of hours worked
Meal hours from to
Particulars of any accident or delay
Names of other employees who accompanied driver on motor vehicle
.....

(Signature of driver)

Date 19.....

(2) Every driver-salesman [other than a driver-salesman referred to in clause 5 (10) (a) (iii)], or driver of a motor vehicle shall, in the log book referred to in subclause (1), keep a daily log in duplicate in respect of each day's work and shall within 24 hours of the completion of the day's work to which it relates deliver a copy thereof to his employer.

(3) In plaas van die logboek in subklousule (1) bedoel, kan die werkgewer 'n halfoutomatiese tydopneemtoestel saam met die nodige kaarte verskaf wat sover doenlik die volgende vorm moet hê:

No.

Naam

Week geëindig

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

(4) Indien 'n werkgewer 'n halfoutomatiese tydopneemtoestel verskaf, moet hy elke drywer-verkoopsman [uitgesonderd 'n drywer-verkoopsman in klousule 5 (10) (a) (iii) bedoel] of 'n drywer van 'n motorvoertuig voorsien van 'n kaart, in die vorm in subklousule (3) voorgeskryf, waarop die naam van die werknemer moet verskyn, asook die datum waarop die week waarvoor dit gebruik word, eindig.

(5) Elke drywer-verkoopsman [uitgesonderd 'n drywer-verkoopsman in klousule 5 (10) (a) (iii) bedoel], of 'n drywer van 'n motorvoertuig in 'n bedryfsinrigting waarin halfoutomatiese tydopneemtoestelle verskaf word, moet, tensy onvermydelike oorsake verhinder dat dit gedoen word, deur middel van so 'n toestel op 'n kaart wat ingevolge subklousule (4) verskaf word, ten opsigte van elke dag wat hy werk en op daardie dag inskrywings maak—

(a) tyd waarop hy begin werk het;

(b) tyd waarop elke etenstyd of ander pouse wat nie as gewone werkkure bereken kan word nie, begin en geëindig het; en

(c) tyd waarop die dag se werk opgehou het.

(6) Elke werkgewer moet die kopie van die daaglikse log wat ingevolge subklousule (2) by hom ingedien is, of die kaarte wat ingevolge subklousule (5) gebruik is, na gelang van die geval, vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarop, bewaar.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 355, gepubliseer by Goewermentskennisgewing R. 1224 van 13 Julie 1973, soos gewysig by Goewermentskennisgewing R. 2231 van 28 Oktober 1977.)

(3) An employer may, in lieu of the log-book referred to in subclause (1), provide a semi-automatic time recorder with the necessary cards as nearly as practicable in the following form:

No.

Name

Week ending

Day	In	Out	In	Out	Total
Sunday	a.m.				
	p.m.				
Monday	a.m.				
	p.m.				
Tuesday	a.m.				
	p.m.				
Wednesday	a.m.				
	p.m.				
Thursday	a.m.				
	p.m.				
Friday	a.m.				
	p.m.				
Saturday	a.m.				
	p.m.				

(4) Where an employer has provided a semi-automatic time recorder, he shall provide every driver-salesman [other than a driver-salesman referred to in clause 5 (10) (a) (iii)] or driver of a motor vehicle with a card, in the form prescribed in subclause (3), which card shall reflect the name of the employee and the date of the termination of the week in respect of which it should be used.

(5) Unless precluded from doing so by unavoidable cause, every driver-salesman [other than a driver-salesman referred to in clause 5 (10) (a) (iii)], or driver of a motor vehicle, shall in respect of each day worked by him and on that day 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 (4) to show—

(a) the time he commenced work;

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

(c) the time of finishing work for the day.

(6) Every employer shall retain the copy of the daily log, which in terms of subclause (2) has been delivered to him, or the cards which have been used in terms of subclause (5), as the case may be, for a period of not less than three years after the date of the last entry thereon.

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 355, published under Government Notice R. 1224 of 13 July 1973, as amended by Government Notice R. 2231 of 28 October 1977.)

No. R. 1586

31 Julie 1981

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

MINERAALWATERNYWERHEID, 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 Mineraalwaterywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R. 1585 van 31 Julie 1981, oor die algemeen van die werknemers wie se werkkure 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. 1586

31 July 1981

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

MINERAL WATER MANUFACTURING 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 Mineral Water Manufacturing Industry, Certain Areas, published under Government Notice R. 1585 of 31 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

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