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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

R.1783]

[28 Augustus 1981

LOONWET, 1957

LOONVASSTELLING 416

KERAMIEKNYWERHEID, 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 Keramieknywerheid, 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 werkgewers, en op alle werknemers, uitgesonderd bestuurders, in die Keramieknywerheid, soos omskrywe in subartikel (2), in die landdrostdistrikte

Albany	Oos-Londen
Alberton	Germiston
Bellville	Goodwood
Benoni	Hoëveldrif
Boksburg	Johannesburg
Brakpan	Kempton Park
Die Kaap	Krugersdorp

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

R.1783]

[28 August 1981

WAGE ACT, 1957

WAGE DETERMINATION 416

CERAMICS 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 Ceramics Industry, Certain Areas, and has fixed the second Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

(1) This determination shall apply to all employers and to all their employees, other than managers, in the Ceramics Industry, as defined in subclause (2), in the Magisterial Districts of

Albany	East London
Alberton	Germiston
Bellville	Goodwood
Benoni	Highveld Ridge
Boksburg	Johannesburg
Brakpan	Kempton Park
The Cape	Krugersdorp

Kuilsrivier
Nigel
Pretoria
Randburg
Randfontein
Roodepoort
Simonstad
Springs
Stellenbosch
Vanderbijlpark
Vereeniging
Westonaria
Witbank
Wonderboom en Wynberg

(2) „*Keramieknywerheid*” beteken die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings waar 10 of meer werknemers werksaam is vir—

- (i) die vervaardiging van een of meer van die volgende artikels, naamlik, elektriese isolators of toebehore van porselein, erdegoed, pottbakkersware, oondware, sanitêre ware met wit of gekleurde glasuur, laboratoriumuitrusting, badkampertoebehore, muur- of vloerteëls (uitgesonderd steengroefteëls) wat in die vervaardigingsproses verhard word deur dit in 'n oond te bak of enige ander verhittingsproses te laat ondergaan en wat vervaardig is uit klei of waarvan klei of enige ander hittevastende isolerende mineraal, erts of materiaal of 'n verbinding van klei en sodanige ander mineraal, erts of materiaal die hoofbestanddeel uitmaak;
- (ii) die ekstrasheer, ontginning, winning of bereiding van die klei of hittevastende of isolerende mineraal, erts of materiaal wat gebruik word by die vervaardiging van enige van die artikels in paragraaf (i) genoem, indien uitgeoefen deur werkgewers wat by sodanige vervaardiging betrokke is;

en omvat alle werksaamhede wat met enigen van voornoemde bedrywighede in verband staan of daaruit voortspruit; (7)

2. WOORDSKRYWING

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

(1) „*ambagsman*” 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie 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; (1)

(2) „*arbeider*” 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Persele, installasie, masjinerie, gereedschap, gerei, uitrusting, filterpersdoeke of ander artikels skoonmaak, was of ontsmet of oppervlakke skoonmaak of afskraap voordat dit geverf word;
- (b) klip of ander grondstowwe stamp of afslaan of gebakte kleiprodukte opbreek;
- (c) klei, grond, gruis, steenkool of ander materiaal uitgraaf, met 'n skopgraaf bewerk, pik of losmaak of baksteen- of betonwerk breek;
- (d) oonde leegmaak;
- (e) met die hand boor;
- (f) materiaal in 'n masjien voer of dit daarvan verwyder;
- (g) stortgeute, bakke, hysbakke of vultregters vul of leegmaak;
- (h) houters vul, verpak, toedraai, verseël of vasbind;
- (i) tuinwerk;
- (j) pad- of spoorwagoorgange bewaak;
- (k) artikels oplig, dra, verskuif, hanteer of opstapel;
- (l) persele afwit;
- (m) trokke of voertuie laai of aflaai;
- (n) vure maak of in stand hou, maar nie in lokemotiewe of oonde nie, of afval of as verwyder;
- (o) kartonhouers, dose of palette van voorafvervaardigde materiaal maak;
- (p) tee of dergelike drank berei of aan werknemers, sy werkgewer of besoekers bedien;
- (q) massameting volgens 'n gestelde massameter of meet volgens 'n gestelde maat;
- (r) sakke heelmaak, skoonmaak of uitskud;
- (s) voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (t) vensters of deure oop- of toemaak;
- (u) 'n adresseermasjien bedien deur voorafuitgesoekte sjablone te gebruik;
- (v) 'n hystoestel of gryper met die hand bedien;
- (w) bry onder toesig giet;
- (x) klei ru fatsoeneer voordat dit gevorm word;
- (y) 'n handvoerfuijg stoot of trek;

Kuils River
Nigel
Pretoria
Randburg
Randfontein
Roodepoort
Simonstown
Springs
Stellenbosch
Vanderbijlpark
Vereeniging
Westonaria
Witbank
Wonderboom, and Wynberg.

(2) „*Ceramics Industry*” means the Industry in which employers and employees are associated in establishments where 10 or more employees are employed for—

- (i) the manufacture of any one or more of the following articles, namely electrical porcelain insulators or fittings, crockery, pottery, ovenware, white or coloured glaze sanitary ware, laboratory equipment, bathroom fittings, wall tiles or floor tiles (other than quarry tiles) which in the process of being manufactured are hardened by burning in a kiln or by any other heat process and which are made from clay or of which clay or any other heat resisting or insulating mineral, ore or material or a combination of clay and any such other mineral, ore or material forms the principal component;
- (ii) the extraction, mining, winning or preparation of the clay or heat resisting or insulating mineral, ore or material used in the manufacture of any of the articles referred to in paragraph (i), if carried on by employers who are engaged in such manufacture; and includes 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) „*artisan*” means an employee who is engaged in work normally performed by a skilled artisan, and for the purposes of this definition the expression „skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act; (1)

(2) „*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)

(3) „*boiler attendant*” means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler; (20)

(4) „*casual employee*” means an employee who is employed by the same employer or not more than three days in any week; (28)

(5) „*ceramic colour*” means colouring matter which develops its final colour or texture during a subsequent firing process; (21)

(6) „*ceramic colour or glaze mixer*” means an employee who is engaged in and responsible for the preparation of ceramic colour or glaze mixes according to given formulas; (22)

(7) „*Ceramics Industry*”—*vide* clause 1 (2); (23)

(8) „*chargehand*” means an employee who, under general supervision, is in charge of a group of Grade I employees or Grade II employees and who, in addition, may supervise Grade III employees or labourers; (39)

(9) „*chaffeur*” means an employee who is engaged in driving a power-driven motor vehicle which is intended to carry passengers and used for the conveyance of his employer or of employees, clients or visitors and which may be used for the conveyance of documents or parcels; (9)

(10) „*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 part of such employee's work; (24)

(11) „*continuous process worker*” means an employee who is engaged in an activity directly connected with the drying or burning processes, the generation of power or steam or any pumping operations in an establishment in respect of which continuous work by means of three shifts per day on seven days per week is necessary; (11)

(12) „*day*” means the period of 24 hours from midnight to midnight: Provided that, in the case of a continuous process worker or a shift worker it shall mean a period of 24 hours reckoned from the time such employee commences work; (10)

- (z) sanitêre emmers verwyder, leegmaak of vervang;
- (aa) oonduitrusting uitsoek of sorteer;
- (ab) met die hand klaar gemaakte karton- of veselborddose of soortgelyke houers aanmekeer of sodanige dose of houers uitmekeer haal om weer gebruik te kan word;
- (ac) met die hand kleistowwe skep of omkeer;
- (ad) ongebakke produkte opstapel om droog te word;
- (ae) sjabloneer- of merkwêrk (maar nie adresseerwêrk nie) verrig of gedrukte of reeds geadresseerde etikette aanbring aan produkte of dose, sakke, karton- of ander houers;
- (af) uniforms, oorpakke en ander beskermende kleredrag was en stryk; (31)
- (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; (2)
- (4) „*bedryfsinrigting*” ’n perseel waarop of in verband waarmee tien of meer werknemers in die Keramieknywerheid in diens is; (16)
- (5) „*bestuurder*” ’n werknemer wat deur sy werkgewer belas is met die algehele—
- toesig oor,
 - verantwoordelikheid vir, en
 - leiding van
- die werksaamhede van ’n bedryfsinrigting of ’n afdeling van ’n bedryfsinrigting en die werknemers wat daarin werk; (37)
- (6) „*bode*” ’n werknemer wat boodskappe, briewe of dokumente aflewer met behulp van ’n twee- of driewielmotorfiets, bromponie of kragfiets of fiets wat met ’n hulpmotor uitgerus is; (40)
- (7) „*bruto kombinasie*” met betrekking tot ’n motorvoertuig, die massa van enige kombinasie motorvoertuie, sleepwaens of leunwaens waarvan sodanige motorvoertuig deel kan uitmaak, en die vraag, soos gespesifiseer deur die vervaardiger of, by ontstentenis van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (26)
- (8) „*bruto voertuig*” met betrekking tot ’n motorvoertuig, die maksimum massa van sodanige voertuig en sy vraag soos deur die vervaardiger gespesifiseer of, by ontstentenis van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (27)
- (9) „*chauffeur*” ’n werknemer wat ’n motorvoertuig dryf wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgewer of van personeel, klante of besoekers en waarmee ook dokumente of pakkette vervoer kan word; (9)
- (10) „*dag*” die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat, in die geval van ’n deurlopende proseswerker of ’n skofwerker, dit beteken ’n tydperk van 24 uur gereken vanaf die tydstop waarop ’n werknemer begin werk; (12)
- (11) „*deurlopende proseswerker*” ’n werknemer wat ’n werksaamheid verrig wat regstreeks in verband staan met die droog- of bakprosesse, die opwekking van krag of stoom of enige pompwerk in ’n bedryfsinrigting ten opsigte waarvan daar deur middle van drie skofte per dag op sewe dae van die week deurlopend gewerk moet word; (11)
- (12) „*drywer*” ’n werknemer, uitgesonderd ’n chauffeur, wat ’n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking „’n motorvoertuig dryf” alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf; (14)
- (13) „*eerstehulp*” ’n werknemer wat in besit is van ’n geldige bekwaamheidsertifikaat in eerstehulp wat uitgereik is deur—
- die Suid-Afrikaanse Rooikruisvereniging;
 - die St. John Ambulance Association; of
 - die Suid-Afrikaanse Noodhulppliga,
- wat ’n eerstehulpbediener in die uitvoering van sy pligte behulpsaam is en wat gedurende sy afwesigheid namens hom kan waarneem; (20)
- (14) „*eerstehulpbediener*” ’n werknemer wat in besit is van ’n geldige bekwaamheidsertifikaat in eerstehulp wat uitgereik is deur—
- die Suid-Afrikaanse Rooikruisvereniging;
 - die St. John Ambulance Association; of
 - die Suid-Afrikaanse Noodhulppliga; en wat
 - in beheer van ’n eerstehulpkamer is;
 - betrokke is by die toepassing van eerstehulp in ’n bedryfsinrigting; en
 - aanmelding vir behandeling van siekte of beserings van werknemers op diens, kan aanteken; (21)
- (15) „*ekstra swaar motorvoertuig*” ’n motorvoertuig waarvan die bruto voertuigmassa meer as 16 000 kg is; (18)
- (16) „*fabrieksklerk*” ’n werknemer wat, onder die algemene toesig van ’n voorman, assistent-voorman of klerk, een of meer van die volgende werksaamhede verrig:
- Bestellings opmaak volgens fakture of bestelvorms;
 - bywoningsregisters kontroleer of besonderhede aanteken van werknemers teenwoordig of afwesig of die tyd wat deur werknemers aan verskillende take bestee word;
 - besonderhede van goedere ontvang of uitgereik, kontroleer of aanteken, of voorraadregister byhou;

(13) „*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)

(14) „*driver*” means an employee other than a chauffeur, who is engaged in driving a motor vehicle, and for the purposes of this definition the expression “driving a motor vehicle” includes all periods of driving 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; (12)

(15) „*emergency work*” means—

(a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft, a breakdown of motor vehicles, plant or machinery or a breakdown of or threatened breakdown of structures, must be done without delay;

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

- trucks or vehicles of the South African Railways and Harbours; or
- vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours; (36)

(16) „*establishment*” means any premises in or in connection with which 10 or more employees are employed in the Ceramics Industry; (4)

(17) „*experience*” means, in relation to—

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

(b) any other class of employee, the total period or periods of employment which an employee has had in his class in the Ceramics Industry; (40)

(18) „*extra heavy motor vehicle*” means a motor vehicle the gross vehicle mass of which exceeds 16 000 kg; (15)

(19) „*factory clerk*” means an employee who, under the general supervision of a foreman, assistant foreman or a clerk, is engaged in any one or more of the following activities:

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

(b) checking attendance records or recording particulars of employees at work or absent or the time spent by employees on different tasks;

(c) checking or recording particulars of goods received or issued, or keeping stock records;

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

(e) counting articles or recording quantities other than items (e) and (o) of a Grade II employee;

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

(g) interpreting or translating languages spoken by Black employees;

(h) issuing tools or engineering stock or equipment against requisitions or receiving tools or such stock or equipment and returning requisitions held;

(i) operating an adding machine;

(j) preparing wage or time cards or recording piece-work earnings for subsequent use by a clerk;

(k) receiving or checking goods, including the recording of particulars thereof;

(l) recording batch numbers, contents or reference numbers of containers filled or despatched;

(m) recording particulars of annual or sick leave;

(n) recording the engagement, discharge or, resignation of employees, including the making of any necessary entries in the employees’ personal files or documents; preparing certificates of service or issuing passes;

(o) scheduling production figures;

(p) stamping or writing tickets or labels;

(q) supervising the loading or off-loading of goods;

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

(s) writing up stock cards;

(t) writing out consignment or delivery notes or packing slips; (16)

(20) „*first-aid assistant*” means an employee who holds a current certificate of competency in first-aid issued by—

(a) the South African Red Cross Society;

(b) the St. John Ambulance Association; or

(c) die Suid-Afrikaanse Noodhulppliga;

who assists a first-aid attendant in the performance of his duties and who may act for him during his absence; (13)

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

(a) the South African Red Cross Society;

(b) the St. John Ambulance Association; or

- (d) met die hand afskrifte maak van lotkaarte, werkkaarte, produk-siekaarte of ander fabrieksdokumente;
- (e) artikels tel of hoeveelhede aanteken, uitgesonderd items (e) en (o) van 'n werknemer, graad II;
- (f) fakture, vragbriewe of afleveringsbriewe, rekwisities of tyd- of loonkaarte in numeriese of alfabetiese volgorde liasseer, hou of sorteer;
- (g) in en uit tale wat deur Swart werknemers gebesig word, tolk of vertaal;
- (h) gereedskap of ingenieursvoorraad of uitrusting teenoor rekwisities uitreik, of gereedskap of sodanige voorraad of uitrusting ontvang en rekwisities wat gehou is, terugbesorg;
- (i) 'n optelmasjien bedien;
- (j) loon- of tydkaarte voorberei of stukwerklone aanteken vir latere gebruik deur 'n klerk;
- (k) goedere ontvang of kontroleer, wat die aantekening van die besonderhede daarvan omvat;
- (l) lotnommers, inhoud of verwysingsnommers aanteken van houters wat volgemaak of versend is;
- (m) besonderhede van jaarlikse of siekteverlof aanteken;
- (n) die indiensneming, ontslag of bedanking van werknemers aanteken, waarby die inskrywe daarvan in die werknemers se persoonslêrs of -dokumente ingesluit is; dienssertifikate opstel of passe uitreik;
- (o) lyste opstel van produksiesyfers;
- (p) kaartjies of etikette stempel of uitskryf;
- (q) oor die op- of aflaai van goedere toesighou;
- (r) besonderhede van die inhoud of die onderskeidingsnommers van kartondose, houters of pakke aanteken of neerskryf;
- (s) voorraadkaarte byhou;
- (t) vrag- of afleveringsbriewe of verpakkingstroke uitskryf; (19)
- (17) „*faktotum*” 'n werknemer wat kleinere herstelwerk of verstelings 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 kan doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (28)
- (18) „*handfatsoeneerder*” 'n werknemer wat 'n artikel met die hand op 'n pottebakkersmodel of pottebakkerskyf fatsoeneer sonder om van 'n gietvorm of vaste profiel gebruik te maak; (54)
- (19) „*interne motorvoertuig*” enige kragaaangedrewe voertuig wat vir die vervoer van grondstowwe en/of goedere slegs binne 'n bedryfsinrigting, met inbegrip van die direkte oorsteking van 'n openbare pad, gebruik word, met 'n storter en 'n voorlaaier, maar nie 'n mobiele hystoestel of 'n vurkhyswa nie; (30)
- (2) „*ketelbediener*” 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook of uithaal; (3)
- (21) „*keramiekkleurstof*” kleurstof wat sy finale kleur of tekstuur gedurende 'n latere bakproses ontwikkel; (5)
- (22) „*keramiekkleurstof- of glasuurmenger*” 'n werknemer wat betrokke is by en verantwoordelik is vir die bereiding van keramiekkleurstof- of glasuurmengsels volgens bepaalde formules;
- (23) „*Keramieknwywerheid*”—kyk klousule 1 (2); (7)
- (24) „*klerk*” 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, magasynman, versendingsklerk en 'n telefoonskakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (10)
- (25) „*korttyd*” 'n tydelike vermindering van die getal gewone werke weens 'n slapte in die bedryf, 'n tekort aan grondstowwe of 'n onklaarraking van masjinerie of installasie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (51)
- (26) „*ligte motorvoertuig*” 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa minder as 3 500 kg. is; (34)
- (27) „*loon*” die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werke soos by klousule 5 voorgeskryf. Met dien verstande dat—
- (i) as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werke gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;
- (ii) die eerste voorbehoudbepaling 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; (58)
- (28) „*los werknemer*” 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (4)
- (29) „*magasynman*” 'n werknemer wat beheer het oor voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n magasyn of pakhuis aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending te lewer; (52)

- (c) die Suid-Afrikaanse Noodhulppliga, who—
- (i) is in charge of a first-aid room;
- (ii) is engaged in rendering first-aid in an establishment; and
- (iii) may record employee attendances for treatment of illness or injury on duty; (14)
- (22) „*foreman*” means an employee who is in charge of the employees in an establishment or a department of an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (54)
- (23) „*Grade I employee*” means an employee who is engaged in any one or more of the following activities:
- (a) Ceramics colour or glaze mixing;
- (b) making master moulds;
- (c) mass-measuring, or proportioning composite batches of materials (other than by mass-measuring to a set mass meter);
- (d) painting of designs, lines or bands on articles by hand with ceramic colour;
- (e) performing the duties of a messenger; (56)
- (24) „*Grade II employee*” means an employee who is engaged in any one or more of the following activities:
- (a) Applying glaze to articles by means of dipping, brushing or spraying, other than by automatic machine;
- (b) casting articles, draining off surplus slip or removing articles from moulds of a mass greater than 30 kg;
- (c) checking or examining finished articles or articles in the bisque stage for defects;
- (d) checking the mass or thickness of glaze on tiles;
- (e) classifying or sorting finished products and who may record quantities of such products;
- (f) finishing or polishing burnt products by means of grinding, buffing or cutting by machine;
- (g) fixing handles on articles, other than by automatic machine;
- (h) fixing metal components to electrical porcelain articles;
- (i) glaze mottling by hand using a brush or sponge;
- (j) issuing or receiving tools or equipment in a toolroom by means other than keeping written records;
- (k) making complete crates by machine;
- (l) making cups or saucers or other hollowware or flatware, other than by automatic machine;
- (m) operating a foot- or power-driven machine for making crucibles, flower pots or similar hollow-articles, other than by automatic machine;
- (n) operating a tile-making press;
- (o) recording quantities of rejects in the production stages;
- (p) silk-screening;
- (q) turning articles on a lathe; (57)
- (25) „*Grade III employee*” means an employee who is engaged in any one or more of the following activities:
- (a) Assembling or making kiln furniture;
- (b) backstamping or numbering finished products or applying emblems to finished products by printing, rubber stamping or other means;
- (c) assisting an artisan in the use of his tools other than by the independent use of such tools;
- (d) casting articles, draining off surplus slip or removing articles from moulds of a mass less than 30 kg;
- (e) casting production moulds in pre-prepared casings, under supervision;
- (f) changing, removing or replacing wheels, tyres or tubes of motor vehicles, wheelbarrows or other vehicles or inflating or repairing tubes;
- (g) checking or examining articles in the green stage;
- (h) collecting or delivering letters, messages or goods, on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (i) cutting plastic clay columns by machine;
- (j) firing an intermittent or continuous type of kiln, without automatic stoker, a gas producing plant, stationary boiler or steam locomotive;
- (k) fixing metal components on to articles, other than electrical porcelain articles;
- (l) handle-sticking by automatic machine;
- (m) making cups or saucers or other hollowware or flatware by automatic machine;
- (n) making handles;
- (o) operating a filter press;
- (p) oiling or greasing motor vehicles or, under supervision, oiling or greasing machinery;
- (q) operating a mixing machine;
- (r) operating a power-driven crushing machine;
- (s) operating a power-driven extrusion machine;
- (t) operating a press, other than a tile press;
- (u) operating an automatic glazing machine;
- (v) packing or setting articles in a kiln or on kiln cars for firing;
- (w) packing finished goods for delivery or despatch;

(30) „*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; (36)

(31) „*mediummotorvoertuig*” ’n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa meer as 3 500 kg is maar minder as 9 000 kg; (39)

(32) „*mengmasjienbediener*” ’n werknemer wat die toevloei van water na die klei in ’n mengmasjien reguleer en wat die masjien aan die gang kan sit of kan stopsit; (42)

(33) „*mobielehystoestelbediener*” ’n werknemer wat ’n mobiele krag-aangedrewe hystoestel of vurkhuyswa bedien, wat gebruik word by die laai, aflaai, beweeg of stapeling van goedere; (41)

(34) „*modelleerder*” ’n werknemer wat modelle maak volgens ontwerpe, tekeninge of spesifikasies; (43)

(35) „*motorvoertuig*” enige selfgedrewe voertuig met ’n enjinkapasiteit wat groter as 50 cm³ is, wat gebruik word vir die vervoer van goedere, en omvat dit ook ’n voorhaker, ’n motorfiets of ’n motordriewiel en ’n trekker, maar nie ’n mobiele hystoestel nie; (44)

(36) „*noodwerk*”—

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

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

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

(ii) voertuie wat deur ’n vervoerkontraakteur gebruik word in die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens; (15)

(37) „*n krag-aangedrewe masjien bedien*” om in beheer van ’n krag-aangedrewe masjien te wees en die toevoer van materiaal na sodanige masjien te reguleer of om die werk wat die masjien doen, noukeurig te ondersoek of na te gaan en omvat dit ook minder belangrike verstellings aan die masjien en die aan- of stopsit van die masjien waar sodanige werk gedoen word deur die werknemer wat in beheer van die masjien is; (45)

(38) „*onbelaste massa*” in die geval van ’n interne motorvoertuig of sleepwa wat nie gelisensieer of geregistreer hoef te word nie, die massa van sodanige voertuig of sleepwa soos dit deur die vervaardiger gespesifiseer word; (57)

(39) „*onderbaas*” ’n werknemer wat, onder algemene toesig, aan die hoof staan van ’n groep werknemers graad I of werknemers graad II en wat daarbenewens toesig oor werknemers graad III of arbeiders kan hou; (8)

(40) „*ondervinding*” met betrekking tot—

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

(b) alle ander klasse werknemers, die totale tydperk of tydperke wat ’n werknemer in sy klas in die Keramieknywerheid werksaam was; (17)

(41) „*oortyd*” daardie gedeelte van enige tydperk wat ’n werknemer gedurende ’n week of op ’n dag, na gelang van die geval, vir sy werkge- wer werk en wat langer is as die onderskeie gewone werkure by klousule 5 (1) vir sodanige werknemer voorgeskryf, maar omvat dit nie ’n tydperk waarin ’n werknemer—

(i) wie se gewone werkure by klousule 5 (1) (a), (b) en (c) voorgeskryf word, op ’n Sondag vir sy werkge- wer werk nie; of

(ii) wie se gewone werkure by klousule 5 (1) (a) voorgeskryf word, gedurende sy vry periode vir sy werkge- wer werk nie; (46)

(42) „*plaaslike owerheid*” enige stadsraad, afdelingsraad, dorpsraad, dorpsbestuur of enige soortgelyke inrigting of liggaam wat in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961), beoog word, en dit omvat enige administrasieraad wat ingevolge artikel 2 van die Wet op die Administrasie van Swart Sake, 1971 (Wet 45 van 1971), in die lewe geroep is; (35)

(43) „*sekuriteitswag*” ’n werknemer wat een of meer van die volgende werksaamhede verrig—

(a) persone deursoek;

(b) in beheer van wagte is of oor hulle toesig hou;

(c) oor die beweging van persone of voertuie deur kontrolepunte of hekke beheer uitoefen of verslag doen;

en wat by die uitvoering van sy pligte kan lees en ten minste een van die amptelike tale magtig is en van wie daar vereis kan word om enige of al die werksaamhede van ’n wag te verrig; (48)

(44) „*senior bestuurs- of administratiewe werknemer*” ’n werknemer wat in opdrag van sy werkge- wer verrig wat verantwoordelikheid meebring vir die neem van besluite van ’n administratiewe aard by die uitvoering van die werksaamhede van ’n bedryfsinrigting; (49)

(x) painting or decorating articles, other than with ceramic colour;

(y) picking up tiles and placing them on bats preparatory to placing on racks;

(z) repairing damaged tiles or sanitaryware;

(aa) sorting green products preparatory to packing or setting in a kiln or on kiln cars;

(bb) transferring screen printing or applying badges or transfers on to articles;

(cc) trimming or fettling green products, other than on a lathe; (58)

(26) „*gross combination mass*” in relation to a motor vehicle means the mass of any combination of motor vehicles, trailers or semi-trailers, of which such motor vehicle can form part, and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority; (7)

(27) „*gross vehicle mass*” in relation to a motor vehicle means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority; (8)

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

(29) „*heavy motor vehicle*” means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 9 000 kg but does not exceed 16 000 kg; (49)

(30) „*internal motor vehicle*” means any power-driven vehicle used for conveying raw materials and/or goods exclusively within an establishment, including the direct crossing of a public road, and includes a dumper and a front-end loader but does not include a mobile hoist or a fork-lift truck; (19)

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

(a) Cleaning, washing or disinfecting premises or plant, machinery, tools, utensils, equipment, filter press cloths or other articles, or cleaning or scraping surfaces preparatory to painting;

(b) cobbing stone or other raw material or breaking up burnt clay products;

(c) digging, shovelling, picking or loosening clay, soil, gravel, coal or other material; breaking brickwork or concrete;

(d) emptying kilns;

(e) drilling by hand;

(f) feeding into or taking off from a machine;

(g) filling or emptying chutes, bins, skips or hoppers;

(h) filling, packing, wrapping, sealing or strapping containers;

(i) gardening;

(j) guarding road or rail crossings;

(k) lifting, carrying, moving, handling or stacking articles;

(l) limewashing premises;

(m) loading or unloading trucks or vehicles;

(n) making or maintaining fires (other than in locomotives or kilns) or removing refuse or ashes;

(o) making or repairing cartons, boxes or pallets from ready-prepared materials;

(p) making tea or similar beverages or serving tea or similar beverages to employees, his employer or visitors;

(q) mass-measuring to a set mass meter or measuring to a set measure;

(r) mending, cleaning or shaking out bags;

(s) oiling or greasing vehicles other than motor vehicles;

(t) opening or closing windows or doors;

(u) operating an addressograph machine using preselected stencils;

(v) operating a hoist or grab by hand;

(w) pouring slip under supervision;

(x) preparing clay to a rough shape preparatory to moulding;

(y) pushing or pulling any vehicle, other than by power-driven device;

(z) removing, emptying or replacing sanitary pails;

(aa) selecting or sorting kiln furniture;

(ab) setting up by hand ready-made cardboard or fibre board boxes or similar containers or dismantling such boxes or containers for re-use;

(ac) shovelling or turning over materials by hand;

(ad) stacking green products for drying;

(ae) stencilling or marking (but not addressing) or affixing printed or ready-addressed labels to products or to boxes, bags, cartons or other containers;

(af) washing, ironing uniforms, overalls or other protective clothing; (2)

(32) „*law*” includes the common law; (59)

(45) „skofwerker” ’n werknemer wat skofwerk verrig in ’n werksaamheid in ’n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag vyf of ses dae per week gewerk word; (50)

(46) „sleepwa” ’n voertuig wat nie selfgedrewe is nie maar ontwerp of aangepas om deur ’n motorvoertuig getrek te word, en omvat dit ’n leunwa; (56)

(47) „spanleier” ’n werknemer wat, onder die toesig van ’n voorman, assistent-voorman of onderbaas, aan die hoof staan van ’n groep werknemers graad III of arbeiders; (33)

(48) „stukwerk” ’n stelsel waarvolgens ’n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (47)

(49) „swaar motorvoertuig” ’n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 9 000 kg, maar minder as 16 000 kg is; (29)

(50) „tegniese of professionele werknemer” ’n werknemer wat in opdrag van sy werkgever werk van ’n tegniese of professionele aard verrig; (53)

(51) „trekker” ’n motorvoertuig, uitgesonderd ’n voorhaker, wat ontwerp of aangepas is om hoofsaaklik ander voertuie te trek en nie om vrag te dra nie; (55)

(52) „versendingsklerk” ’n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die byeenbring, nagaan, massameting, verpakking, merk, adresseer of versending van goedere of pakkette; (13)

(53) „voorhaker” ’n motorvoertuig ontwerp of aangepas om ander voertuie, uitgesonderd ’n sleepwa, leunwa, ballas of trekker, te trek, en nie vrag te dra nie; (38)

(54) „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; (22)

(55) „wag” ’n werknemer wat persele, geboue, bouwerke of onroerende goederende goed bewaak, beskerm of patroleer en wat by die uitvoering van sy taak honde gebruik; (59)

(56) „werknemer, graad I” ’n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede diens doen;

- (a) Keramiekkleurstof- of glasuurmenger;
- (b) moedervorms maak;
- (c) die pligte van ’n bode nakom; (23)

(57) „Werknemer, graad II” ’n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede diens doen:

- (a) Glasuur aan artikels aanbring deur sodanige artikels in te dompel, te bestryk of te bespuit op ’n ander manier as met ’n outomatiese masjien;
- (b) artikels giet, surplusbry aftap of artikels uit vorms swaarder as 30 kg verwyder;
- (c) klaargemaakte artikels of artikels in die ongeglasuurde stadium nagaan of ondersoek ten einde te bepaal of daar defekte is;
- (d) die gewig of dikte van glasuur op teëls nagaan;
- (e) klaargemaakte produkte klassifiseer of sorteer en wat hoeveelhede van sodanige produkte kan aanteken;
- (f) gebakte produkte met ’n masjien die massa bepaal of poleer deur dit te slyp, fyn te skuur of te sny;
- (g) handvatsels aan artikels aanbring op ’n ander manier as met ’n outomatiese masjien;
- (h) metaaldele aan elektriese porseleinartikels aanbring;
- (i) glasuurspikkeling met die hand doen deur ’n kwas of spons te gebruik;
- (j) gereedskap of uitrusting in ’n gereedskapskamer uitreik of ontvang op ’n ander manier as om boek daarvan te hou;
- (k) volledige kratte met ’n masjien vervaardig;
- (l) koppies of pierings of ander holware of platware op ’n ander manier vervaardig as met ’n outomatiese masjien;
- (m) ’n voet- of kragagangedrewe masjien bedien vir die vervaardiging van smeltkroese; blompotte of dergelike hol artikels op ’n ander manier as met ’n outomatiese masjien;
- (n) ’n pers vir die vervaardiging van teëls bedien;
- (o) hoeveelhede verwerpstukke in die produksiestadiums aanteken;
- (p) syskermwerker;
- (q) artikels op ’n draaibank draai; (24)

(58) „werknemer, graad III” ’n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede diens doen:

- (a) Oonduitrusting inmeekaarsit of vervaardig;
- (b) ’n stempel agter op klaarvervaardigde produkte afdruk of sodanige produkte van ’n nommer voorsien of embleme daarop aanbring deur dit daarop te druk, met ’n rubberstempel af te stempel of op ’n ander manier aan te bring;
- (c) ’n ambagsman help met die gebruik van sy gereedskap sonder om sodanige gereedskap selfstandig te gebruik;
- (d) artikels giet, surplusbry aftap of artikels uit vorms ligter as 30 kg verwyder;

(33) „leading hand” means an employee who, under the supervision of a foreman, assistant foreman or chargehand, is in charge of a group of Grade III employees or labourers; (47)

(34) „light motor vehicle” means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (26)

(35) „local authority” means any borough council, city council, divisional council, municipal council, village council, village management board or any similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961), and includes any administration board established in terms of section 2 of the Black Affairs Administration Act, 1971 (Act 45 of 1971); (42)

(36) „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; (30)

(37) „manager” means an employee who is charged by his employer with the overall—

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

the activities of an establishment or a department of an establishment and the employees engaged therein; (5)

(38) „mechanical horse” means a motor vehicle designed or adapted to pull other vehicles and not to carry any load other than a trailer, semi-trailer or ballast and does not include a tractor; (53)

(39) „medium motor vehicle” means a motor vehicle the gross vehicle mass or the gross combination mass of which exceeds 3 500 kg but does not exceed 9 000 kg; (31)

(40) „messenger” means an employee who is engaged in delivering messages, letters or documents by means of a two or three-wheeled motor cycle, motor scooter or autocycle or a cycle fitted with an auxiliary engine; (6)

(41) „mobile hoist operator” means an employee who is engaged in operating a mobile power-driven hoist or fork-lift truck used in the loading, unloading, moving or stacking of goods; (33)

(42) „mixing machine attendant” means an employee who is engaged in regulating the flow of water to the clay in a mixing machine and who may start or stop the machine; (32)

(43) „modeller” means an employee who is engaged in making models from designs, drawings or specifications; (34)

(44) „motor vehicle” means any self propelled vehicle with an engine capacity exceeding 50 cm³, used for conveying goods, and includes a mechanical horse, a motor cycle or a motor tricycle and a tractor, but does not include a mobile hoist; (35)

(45) „operating a power-driven machine” means being in control of a power-driven machine and regulating the flow of material to such machine or scrutinizing or checking the work done by the machine and includes minor running adjustments to the machine and the starting or stopping of the machine where such work is done by the employee in control of the machine; (37)

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

- (i) whose ordinary hours of work are prescribed in clause 5 (1) (a), (b) and (c), works for his employer on a Sunday; or
- (ii) whose ordinary hours of work are prescribed in clause 5 (1) (d), works for his employer during his free period; (41)

(47) „piece-work” means any system under which an employee’s remuneration is based on the quantity of work done; (48)

(48) „security guard” means an employee who is engaged in any one or more of the following activities—

- (a) searching persons;
- (b) supervising or controlling watchmen;
- (c) controlling or reporting on the movement of persons or vehicles through check-points or gates;

and who in the performance of his duties must be able to read, write and speak at least one of the official languages and who may be required to perform any or all of the activities prescribed for a watchman; (43)

(49) „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; (44)

(50) „shift worker” means an employee who is engaged on shift work in an activity in an establishment in which two or three consecutive shifts per day on five or six days per week are worked; (45)

(51) „short-time” means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw

- (e) produksievorms onder toesig giet in omhulsels wat vooraf gereedgemaak is;
- (f) wiele, buitebande of binnebande van motorvoertuie, kruitwaens of ander voertuie omruil, afhaal of vervang of binnebande oppomp of herstel;
- (g) artikels in die ongebakte stadium nagaan of ondersoek;
- (h) briewe, boodskappe of goedere buite 'n bedryfsinrigting te voet of deur middel van 'n fiets, driewiel- of handvoertuig afhaal of aflewer;
- (i) plastiekkleipilare met 'n masjien sny;
- (j) stoker van 'n oond met onderbroke of onafgebroke werking, sonder outomatiese stookapparaat, 'n gasvervaardigingsinstallasie, 'n vaste stoomketel of stoomlokomotief;
- (k) metaaldele aan artikels, uitgesonderd elektriese porseleinar-tikels, aanbring;
- (l) handvatsels met 'n outomatiese masjien aanbring;
- (m) koppies of pierings of ander holware of platware met 'n outoma-tiese masjien vervaardig;
- (n) handvatsels vervaardig;
- (o) 'n filterpers bedien;
- (p) motorvoertuie olie of smeer of masjinerie onder toesig olie of smeer;
- (q) mengmasjienbediener;
- (r) 'n kragaangedrewe breekmasjien bedien;
- (s) 'n kragaangedrewe uitpersmasjien bedien;
- (t) 'n pers, uitgesonderd 'n teëlpers, bedien;
- (u) 'n outomatiese glasuurmasjien bedien;
- (v) artikels in 'n oond of op oondwaens pak of plaas om gebak te word;
- (w) klaargemaakte goedere vir aflewering of versending verpak;
- (x) artikels verf of versier, maar nie met keramiekkleurstof nie;
- (y) teëls optel en dit op spane plaas voordat dit op rakke gepak word;
- (z) beskadigde teëls of sanitêre ware herstel;
- (aa) ongebakte produkte sorteer voordat dit in 'n oond of op oond-waens gepak of geplaas word;
- (bb) skermdrukwerk op artikels oorbring of wapens of oordruksels daarop aanbring;
- (cc) ongebakte produkte afwerk of poets, maar nie op 'n draaibank nie; (25)
- (59) „wet” ook die gemene reg; (32)

3. BESOLDIGING

(1) Die minimum loon wat 'n werkgewer aan elke lid van onder-genoemde klasse werknemers in sy diens moet betaal, is dié hieronder uiteengesit.

- (a) *Werknemers uitgesonder los werknemers—*

materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of structures; (25)

(52) “*storeman*” means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch; (29)

(53) “*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)

(54) “*thrower*” means an employee who is engaged in shaping an article by hand on a potter's model or jigger without the aid of a mould or fixed profile; (18)

(55) “*tractor*” means a motor vehicle, other than a mechanical horse, designed or adapted mainly to pull other vehicles and not to carry any load; (51)

(56) “*trailer*” means a vehicle which is not self-propelled but designed or adapted to be pulled by a motor vehicle, and includes a semi-trailer; (46)

(57) “*unladen mass*” the mass of an internal motor vehicle or trailer which is not required to be licenced or registered shall be the mass of such vehicle or trailer as specified by the maker; (38)

(58) “*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 pre-scribed 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 so construed as to refer to or include any remuneration which an employee, who is employed on any basis provided for in clause 9, receives over and above the amount which he would have received if he had not been employed on such a basis; (27)

(59) “*watchman*” means an employee who is engaged in guarding, protecting or patrolling premises, buildings, structures or fixed or mov-able property and who handles 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 hereunder:

- (a) Employees other than casual employees:

	In die landdrosdistrik Albany				In die landdrosdistrikte Oos-Londen, Hoëveldrif, Kuilsrivier, Stellenbosch en Witbank en die gedeelte van die landdrosdistrik Wonderboom wat binne 'n straal van agt kilometer vanaf die poskantoor te Rosslyn val				In alle ander gebiede			
	(a) Per week	(b) Per week	(c) Per week	(d) Per week	(a) Per week	(b) Per week	(c) Per week	(d) Per week	(a) Per week	(b) Per week	(c) Per week	(d) Per week
Ambagsman	84,00	86,00	88,00	90,00	101,00	105,00	109,00	114,00	106,00	112,00	118,00	124,00
Arbeider—												
Vrou	17,40	20,60	23,80	27,00	24,40	28,60	32,80	37,00	26,50	31,00	35,50	40,00
Man	23,00	24,50	26,00	27,00	31,00	33,00	35,00	37,00	34,00	36,00	38,00	40,00
Assistent voorman	72,00	74,00	76,00	78,00	86,00	89,00	92,00	96,00	91,00	95,00	99,00	104,00
Bediener van 'n mobiele hystoestel met 'n werkkapasiteit van—												
(i) 900 kg of minder	26,80	28,20	29,60	31,00	35,90	38,10	40,30	42,50	38,50	41,00	43,50	46,00
(ii) meer as 900 kg	33,60	34,60	35,60	36,60	42,50	45,00	47,50	50,00	46,20	48,80	51,40	54,00
Chauffeur	29,00	30,60	32,20	33,80	38,80	41,30	43,80	46,30	42,50	45,00	47,50	50,00
Drywer van 'n												
(i) ligte motorvoertuig	29,00	30,60	32,20	33,80	38,80	41,30	43,80	46,30	42,50	45,00	47,50	50,00
(ii) middelslagmotorvoertuig	36,90	39,00	41,10	43,20	49,60	52,80	56,00	59,20	54,40	57,60	60,80	64,00
(iii) swaar motorvoertuig	43,80	46,30	48,80	51,30	58,90	62,70	66,50	70,30	64,60	68,40	72,20	76,00
(iv) ekstra swaar motorvoertuig	48,30	51,10	53,90	56,70	65,10	69,30	73,50	77,70	71,40	75,60	79,80	84,00
Drywer van 'n interne motorvoertuig	30,50	33,00	35,50	38,00	39,40	43,60	47,80	52,00	43,10	47,40	51,70	56,00
Eerstehulpassistent	28,10	29,50	30,90	32,30	36,60	39,20	41,80	44,40	40,20	42,80	45,40	48,00
Eerstehulpbediener	34,10	35,40	36,70	38,00	41,20	44,80	48,40	52,00	44,90	48,60	52,30	56,00
Fabrieksklerk—												
gedurende die eerste ses maande ondervinding	26,80	28,20	29,60	31,00	35,90	38,10	40,30	42,50	38,50	41,00	43,50	46,00
gedurende die tweede ses maande ondervinding	29,25	30,55	31,85	33,15	37,75	40,25	42,75	45,25	40,75	43,50	46,25	49,00
daarna	31,70	32,90	34,10	35,30	39,60	42,40	45,20	48,00	43,00	46,00	49,00	52,00
Faktotum	39,00	40,00	41,00	42,00	48,00	51,10	54,20	57,30	52,70	55,80	58,90	62,00
Ketelbediener	26,50	28,00	29,50	31,00	35,90	38,10	40,30	42,50	38,50	41,00	43,50	46,00
Klerk—												
vrou—												
gedurende die eerste jaar ondervinding	31,15	33,46	35,77	38,08	35,54	40,38	45,23	50,08	39,46	44,31	49,15	54,00
gedurende die tweede jaar ondervinding	36,23	39,46	42,69	45,92	40,62	47,31	53,54	59,77	45,00	51,46	57,92	64,38
gedurende die derde jaar ondervinding	41,31	45,46	49,62	53,77	45,69	54,23	61,85	69,46	50,54	58,62	66,59	74,77
gedurende die vierde jaar ondervinding	46,38	51,46	56,54	61,62	50,77	61,15	70,15	79,15	56,08	65,77	75,46	85,15
daarna	51,46	57,46	63,46	69,46	55,85	68,08	78,46	88,85	61,62	72,92	84,23	95,54
manlik—												
gedurende die eerste jaar ondervinding	34,62	35,77	36,92	38,08	41,77	44,54	47,31	50,08	45,69	48,46	51,23	54,00
gedurende die tweede jaar ondervinding	41,54	42,92	44,31	45,69	50,54	53,77	56,77	59,77	54,69	57,92	61,15	64,38
gedurende die derde jaar ondervinding	48,46	50,08	51,69	53,31	59,31	63,00	66,23	69,46	63,69	67,38	71,08	74,77
gedurende die vierde jaar ondervinding	55,38	57,23	59,08	60,92	68,08	72,23	75,69	79,15	72,69	76,85	81,00	85,15
daarna	62,31	64,38	66,46	68,54	76,85	81,46	85,15	88,85	81,69	86,31	90,92	95,54
Modelleerder of handfatsoeneerder—												
gedurende die eerste jaar ondervinding	26,40	27,60	28,80	30,00	32,00	34,00	37,00	40,00	35,00	38,00	41,00	44,00
gedurende die tweede jaar ondervinding	37,50	38,70	39,90	41,10	46,00	48,00	51,00	55,00	49,00	53,00	56,00	60,00
gedurende die derde jaar ondervinding	48,60	49,80	51,00	52,20	60,00	62,00	65,00	70,00	63,00	68,00	71,00	76,00
gedurende die vierde jaar ondervinding	59,70	60,90	62,10	63,30	74,00	76,00	80,00	85,00	77,00	83,00	86,00	92,00
gedurende die vyfde jaar ondervinding	70,80	72,00	73,20	74,40	88,00	90,00	94,00	100,00	91,00	98,00	101,00	108,00
daarna	82,00	83,10	84,30	85,50	101,00	105,00	110,00	115,00	106,00	112,00	118,00	124,00
Onderbaas	30,60	32,60	34,60	36,60	41,00	44,00	47,00	50,00	45,00	48,00	51,00	54,00
Sekuriteitswag	29,30	31,30	33,30	35,30	39,60	42,40	45,20	48,00	43,00	46,00	49,00	52,00
Spanleier	26,50	28,00	29,50	31,00	35,90	38,10	40,30	42,50	38,50	41,00	43,50	46,00
Voorman	88,00	90,00	92,00	94,00	106,00	110,00	114,00	118,00	111,00	116,00	122,00	128,00
Wag	26,50	28,00	29,50	31,00	35,90	38,10	40,30	42,50	38,50	41,00	43,50	46,00
Werknemer graad I—												
gedurende die eerste ses maande ondervinding	25,40	27,70	30,00	32,30	35,40	38,40	41,40	44,40	39,00	42,00	45,00	48,00
gedurende die tweede ses maande ondervinding	27,35	29,50	31,65	33,80	37,50	40,40	43,30	46,20	41,00	44,00	47,00	50,00
daarna	29,30	31,30	33,30	35,30	39,60	42,40	45,20	48,00	43,00	46,00	49,00	52,00

	In the Magisterial District of Albany				In the Magisterial Districts of East London, Highveld Ridge, Kuils River, Stellenbosch and Witbank and that portion of the Magisterial District of Wonderboom which falls within a radius of eight kilometres from the post office of Rosslyn				In all other areas			
	(a) Per week	(b) Per week	(c) Per week	(d) Per week	(a) Per week	(b) Per week	(c) Per week	(d) Per week	(a) Per week	(b) Per week	(c) Per week	(d) Per week
Artisan	84,00	86,00	88,00	90,00	101,00	105,00	109,00	114,00	106,00	112,00	118,00	124,00
Assistant foreman	72,00	74,00	76,00	78,00	86,00	89,00	92,00	96,00	91,00	95,00	99,00	104,00
Boiler attendant	26,50	28,00	29,50	31,00	35,90	38,10	40,30	42,50	38,50	41,00	43,50	46,00
Chargehand	30,60	32,60	34,60	36,60	41,00	44,00	47,00	50,00	45,00	48,00	51,00	54,00
Chauffeur	29,00	30,60	32,20	33,80	38,80	41,30	43,80	46,30	42,50	45,00	47,50	50,00
Clerk—												
female—												
during the first year of experience	31,15	33,46	35,77	38,08	35,54	40,38	45,23	50,08	39,46	44,31	49,15	54,00
during the second year of experience	36,23	39,46	42,69	45,69	40,62	47,31	53,54	59,77	45,00	51,46	57,92	64,38
during the third year of experience	41,31	45,46	49,62	53,31	45,69	54,23	61,85	69,46	50,54	58,62	66,69	74,77
during the fourth year of experience	46,38	51,46	56,54	60,92	50,77	61,15	70,15	79,15	56,08	65,77	75,46	85,15
thereafter	51,46	57,46	63,46	68,54	55,85	68,08	78,46	88,85	61,62	72,92	84,23	95,54
male—												
during the first year of experience	34,62	35,77	36,92	38,08	41,77	44,54	47,31	50,08	45,69	48,46	51,23	54,00
during the second year of experience	41,54	42,92	44,31	45,69	50,54	53,77	56,77	59,77	54,69	57,92	61,15	64,38
during the third year of experience	48,46	50,08	51,69	53,31	59,31	63,00	66,23	69,46	63,69	67,38	71,08	74,77
during the fourth year of experience	55,38	57,23	59,08	60,92	68,08	72,23	75,69	79,15	72,69	76,85	81,00	85,15
thereafter	62,31	64,38	66,46	68,54	76,85	81,46	85,15	88,85	81,69	86,31	90,92	95,54
Driver of a—												
(i) light motor vehicle	29,00	30,60	32,20	33,80	38,80	41,30	43,80	46,30	42,50	45,00	47,50	50,00
(ii) medium motor vehicle	36,90	39,00	41,10	43,20	49,60	52,80	56,00	59,20	54,40	57,60	60,80	64,00
(iii) heavy motor vehicle	43,80	46,30	48,80	51,30	58,90	62,70	66,50	70,30	64,60	68,40	72,20	76,00
(iv) extra heavy motor vehicle	48,30	51,10	53,90	56,70	65,10	69,30	73,50	77,70	71,40	75,60	79,80	84,00
Driver of an internal motor vehicle	30,50	33,00	35,50	38,00	39,40	43,60	47,80	52,00	43,10	47,40	51,70	56,00
Factory clerk—												
during the first six months of experience	26,80	28,20	29,60	31,00	35,90	38,10	40,30	42,50	38,50	41,00	43,50	46,00
during the second six months of experience	29,25	30,55	31,85	33,15	37,75	40,25	42,75	45,25	40,75	43,50	46,25	49,00
thereafter	31,70	32,90	34,10	35,30	39,60	42,40	45,20	48,00	43,00	46,00	49,00	52,00
First-aid assistant	28,10	29,50	30,90	32,30	36,60	39,20	41,80	44,40	40,20	42,80	45,40	48,00
First-aid attendant	34,10	35,40	36,70	38,00	41,20	44,80	48,40	52,00	44,90	48,60	52,30	56,00
Foreman	88,00	90,00	92,00	94,00	106,00	110,00	114,00	118,00	111,00	116,00	122,00	128,00
Grade I employee—												
during the first six months of experience	25,40	27,70	30,00	32,30	35,40	38,40	41,40	44,40	39,00	42,00	45,00	48,00
during the second six months of experience	27,35	29,50	31,65	33,80	37,50	40,40	43,30	46,20	41,00	44,00	47,00	50,00
thereafter	29,30	31,30	33,30	35,30	39,60	42,40	45,20	48,00	43,00	46,00	49,00	52,00
Grade II employee—												
female—												
during the first six months of experience	18,60	22,30	26,00	29,70	25,10	30,30	35,50	40,70	27,50	33,00	38,50	44,00
during the second six months of experience	19,90	23,60	27,30	31,00	26,90	32,10	37,30	42,50	29,50	35,00	40,50	46,00
thereafter	21,20	24,90	28,60	32,30	28,80	34,00	39,20	44,40	31,50	37,00	42,50	48,00
male—												
during the first six months of experience	24,30	26,10	27,90	29,70	31,70	34,70	37,70	40,70	35,00	38,00	41,00	44,00
during the second six months of experience	25,75	27,50	29,25	31,00	34,15	36,95	39,80	42,50	37,60	40,40	43,20	46,00
thereafter	27,20	28,90	30,60	32,30	36,60	39,20	41,80	44,40	40,20	42,80	45,40	48,00
Grade III employee—												
female—												
during the first three months experience	17,40	20,60	23,80	27,00	24,40	28,60	32,80	37,00	26,50	31,00	35,50	40,00
thereafter	20,10	23,30	26,50	29,70	26,60	31,30	36,00	40,70	29,00	34,00	39,00	44,00

	In die landdrosdistrik Albany				In die landdrosdistrikte Oos-Londen, Hoëveldrif, Kuilsrivier, Stellenbosch en Witbank en die gedeelte van die landdrosdistrik Wonderboom wat binne 'n straal van agt kilometer vanaf die poskantoor te Rosslyn val				In alle ander gebiede			
	(a) Per week	(b) Per week	(c) Per week	(d) Per week	(a) Per week	(b) Per week	(c) Per week	(d) Per week	(a) Per week	(b) Per week	(c) Per week	(d) Per week
Werknemer graad II—												
vrou—												
gedurende die eerste ses maande ondervinding	18,60	22,30	26,00	29,70	25,10	30,30	35,50	40,70	27,50	33,00	38,50	44,00
gedurende die tweede ses maande ondervinding	19,90	23,60	27,30	31,00	26,90	32,10	37,30	42,50	29,50	35,00	40,50	46,00
daarna	21,20	24,90	28,60	32,30	28,80	34,00	39,20	44,40	31,50	37,00	42,50	48,00
man—												
gedurende die eerste ses maande ondervinding	24,30	26,10	27,90	29,70	31,70	34,70	37,70	40,70	35,00	38,00	41,00	44,00
gedurende die tweede ses maande ondervinding	25,75	27,50	29,25	31,00	34,15	36,95	39,80	42,50	37,60	40,40	43,20	46,00
daarna	27,20	28,90	30,60	32,30	36,60	39,20	41,80	44,40	40,20	42,80	45,40	48,00
Werknemer graad III—												
vrou—												
gedurende die eerste drie maande ondervinding	17,40	20,60	23,80	27,00	24,40	28,60	32,80	37,00	26,50	31,00	35,50	40,00
daarna	20,10	23,30	26,50	29,70	26,60	31,30	36,00	40,70	29,00	34,00	39,00	44,00
man—												
gedurende die eerste drie maande ondervinding	23,00	24,50	26,00	27,00	31,00	33,00	35,00	37,00	34,00	36,00	38,00	40,00
daarna	25,20	26,70	28,20	29,70	33,80	36,10	38,40	40,70	37,10	39,40	41,70	44,00
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie—	26,50	28,00	29,50	31,00	35,90	38,10	40,30	42,50	38,50	41,00	43,50	46,00

- (a) Gedurende die eerste 6 maande nadat hierdie Vasstelling effektief word
 (b) Gedurende die tweede 6 maande nadat hierdie Vasstelling effektief word
 (c) Gedurende die derde 6 maande nadat hierdie Vasstelling effektief word
 (d) Daarna

	In the Magisterial District of Albany				In the Magisterial Districts of East London, Highveld Ridge, Kuils River, Stellenbosch and Witbank and that portion of the Magisterial District of Wonderboom which falls within a radius of eight kilometres from the post office of Rosslyn				In all other areas			
	(a) Per week	(b) Per week	(c) Per week	(d) Per week	(a) Per week	(b) Per week	(c) Per week	(d) Per week	(a) Per week	(b) Per week	(c) Per week	(d) Per week
male—												
during the first three months experience	23,00	24,50	26,00	27,00	31,00	33,00	35,00	37,00	34,00	36,00	38,00	40,00
thereafter	25,20	26,70	28,20	29,70	33,80	36,10	38,40	40,70	37,10	39,40	41,70	44,00
Handyman	39,00	40,00	41,00	42,00	48,00	51,10	54,20	57,30	52,70	55,80	58,90	62,00
Labourer—												
female	17,40	20,60	23,80	27,00	24,40	28,60	32,80	37,00	26,50	31,00	35,50	40,00
male	23,00	24,50	26,00	27,00	31,00	33,00	35,00	37,00	34,00	36,00	38,00	40,00
Leading hand	26,50	28,00	29,50	31,00	35,90	38,10	40,30	42,50	38,50	41,00	43,50	46,00
Modeller or thrower—												
during the first year of experience	26,40	27,60	28,80	30,00	32,00	34,00	37,00	40,00	35,00	38,00	41,00	44,00
during the second year of experience	37,50	38,70	39,90	41,10	46,00	48,00	51,00	55,00	49,00	53,00	56,00	60,00
during the third year of experience	48,60	49,80	51,00	52,20	60,00	62,00	65,00	70,00	63,00	68,00	71,00	76,00
during the fourth year of experience	59,70	60,90	62,10	63,30	74,00	76,00	80,00	85,00	77,00	83,00	86,00	92,00
during the fifth year of experience	70,80	72,00	73,20	74,40	88,00	90,00	94,00	100,00	91,00	98,00	101,00	108,00
thereafter	82,00	83,10	84,30	85,50	101,00	105,00	110,00	115,00	106,00	112,00	118,00	124,00
Operator of a mobile hoist with an operational capacity of—												
(i) 900 kg or less	26,80	28,20	29,60	31,00	35,90	38,10	40,30	42,50	38,50	41,00	43,50	46,00
(ii) more than 900 kg	33,60	34,60	35,60	36,60	42,50	45,00	47,50	50,00	46,20	48,80	51,40	54,00
Security guard	29,30	31,30	33,30	35,30	39,60	42,40	45,20	48,00	43,00	46,00	49,00	52,00
Watchman	26,50	28,00	29,50	31,00	35,90	38,10	40,30	42,50	38,50	41,00	43,50	46,00
Employee not specifically mentioned elsewhere in this sub-clause	26,50	28,00	29,50	31,00	35,90	38,10	40,30	42,50	38,50	41,00	43,50	46,00

- (a) During the first six months after this Determination becomes effective
(b) During the second six months after this Determination becomes effective
(c) During the third six months after this Determination becomes effective
(d) Thereafter.

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

- (i) waar die werkgever van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking „weekloon” beteken die weekloon wat voorgeskryf word vir 'n werknemer van daardie klas wat geregtig is op die hoogste loontarief op grond van ondervinding en geslag;
- (ii) waar die werkgever van 'n los werknemer vereis om op enige dag vir 'n tydperk van hoogstens vier uur aaneenlopend te werk, sy loon verminder kan word met hoogstens 50 persent 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 bepalinge van klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

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

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

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

- (i) in die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër tarief; en
- (ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op die kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande dat—

- (i) die bepalinge van hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ondervinding of geslag berus;
- (ii) 'n werknemer nie geregtig is op 'n loon hoër as dié van sy eie klas nie ten opsigte van werk van 'n hoër klas wat van hom vereis word of wat hy toegelaat word om op een dag in enige kalenderweek te doen;
- (iii) tensy daar in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vastelling só uitgelê mag word dat dit 'n werkgever 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.
- (4) *Berekening van lone.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, moet sy weekloon wees, gedeel deur die getal gewone werkure voorgeskryf vir sodanige werknemer in 'n week.
- (b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, moet sy weekloon wees gedeel deur—
 - (i) vyf, in die geval van 'n werknemer wat gewoonlik 'n werkweek van vyf dae het;
 - (ii) ses, in die geval van enige ander werknemer.
- (c) Die maandloon van 'n werknemer moet vier-en-'n-derde maal sy weekloon wees.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalinge van klousule 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer (of in die geval van 'n deurlopendeproseswerker, op 'n tydstip waarvoor sodanige werkgever en sy werknemer ooreengekom het en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar nie later nie as 24 uur na die gewone betaaldag), of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n toegeplakte koefert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

- (a) die werkgever se naam;
- (b) die werknemer se naam en sy nommer op die betaalstaat en sy klas;
- (c) die getal gewone werkure wat die werknemer gewerk het;
- (d) die getal ure wat die werknemer oortyd gewerk het;

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

- (i) where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression “weekly wage” shall mean the weekly wage prescribed for an employee of that class who is entitled to the highest wage tariff on the grounds of experience and sex;
- (ii) where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent in respect of that day.

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

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

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

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

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

Provided that—

- (i) this subclause shall not apply where the difference between classes in terms of subclause (1) is based on experience or sex;
- (ii) an employee shall not be entitled to a wage higher than that of his own class in respect of work of a higher class which he is required or permitted to perform on one day in any calendar week;
- (iii) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this determination shall be so construed as to preclude an employer from requiring his employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.
- (4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, 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.

4. PAYMENT OF REMUNERATION

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

- (a) the employer's name;
- (b) the employee's name or his number on the payroll and his class;
- (c) the number of ordinary hours of work worked by the employee;
- (d) the number of overtime hours worked by the employee;

- (e) die getal ure wat die werknemer op 'n Sondag, 'n openbare vakansiedag in klousule 8 (1) (b) oorgeskryf 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 koefert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat—

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

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

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

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

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

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

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, sieke, mediese-, versekerings-, spaar-, voorsorgs-, of pensioenfonds, ledegelde van vakverenigings, of ledegelde vir 'n werknemer se ontspannings- of sosiale klub indien sodanige klub op die perseel van die werkgewer is;
- (b) behoudens andersluidende bepalings in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
- (c) enige bedrag wat 'n werkgewer 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 kos en inwoning of kos of inwoning van sy werkgewer aan te neem, 'n bedrag van hoogstens:

Per week Per maand

R R

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

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

- (i) hierdie subklousule nie op 'n los werknemer van toepassing is nie;
- (ii) sodanige aftrekking hoogstens een-derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;
- (iii) geen aftrekking ten opsigte van korttyd wat deur 'n slappe in die bedryf of 'n tekort aan grondstowwe ontstaan, geskied nie tensy die werkgewer sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
- (iv) geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens 'n onklaarraking van masjinerie of installasie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

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

- (i) enige bankinstelling, bouvereniging, versekeringsaak, plaaslike owerheid of geregistreerde finansiële instelling ten opsigte van 'n paaient om 'n lening wat aan sodanige werknemer toegestaan is om 'n woning te bekom;

- (e) the number of hours worked by the employee on a Sunday, a public holiday referred to in clause 8 (1) (b) 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 (9) (a).

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

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

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

(5) *Food and accommodation*.—Save as provided in the Blacks (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to accept food or accommodation or food and accommodation from him or from any other 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 any holiday, sick, medical, insurance, savings, provident or pension fund, or subscriptions to a trade union or subscriptions to an employee's recreational or social 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 instruction 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 is by law or order of any competent court required or permitted to make;
- (d) whenever an employee is required in terms of the Blacks (Urban Areas) Consolidation Act, 1945, or agrees to accept food and accommodation or food or accommodation from his employer, a deduction not exceeding the amounts specified hereunder:

Per week Per month

R R

- (i) Food 3,00 13,00
- (ii) Accommodation 1,50 6,50
- (iii) Food and accommodation .. 4,50 19,50;

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

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

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

- (i) any banking institution, building society, insurance business, local authority or registered financial institution in respect of a payment on a loan granted to such employee to acquire a dwelling;

- (ii) enige ander organisasie ten opsigte van 'n woning, of inwoning in 'n hostel deur sodanige werknemer, indien sodanige woning of hostel ten volle of gedeeltelik voorsien is deur bemiddeling van sodanige ander organisasie uit fondse met daardie doel deur die Staat, 'n bouvereniging of 'n plaaslike owerheid bewillig.

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

- (1) *Gewone werkure.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer gewone werkure te werk nie as—
- (a) in die geval van 'n los werknemer, agt-en-'n-half op enige dag;
- (b) in die geval van 'n sekuriteitswag en 'n wag—
- (aa) indien hy 'n werkweek van ses dae het—
- (i) 72 in enige week vanaf Maandag tot en met Saterdag; en
- (ii) 12 op enige dag;
- (ab) indien hy 'n werkweek van vyf dae het—
- (i) 72 in enige week vanaf Maandag tot en met Vrydag; en
- (ii) 14½ op vier dae en 14 op een dag;
- (c) in die geval van enige ander werknemer—
- (aa) indien hy 'n werkweek van ses dae het—
- (i) 46 in enige week vanaf Maandag tot en met Saterdag; en
- (ii) behoudens subparagraaf (i) hiervan, agt op enige dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op enige van die ander dae na agt-en-'n-half verleng mag word;
- (ab) indien hy 'n werkweek van vyf dae het—
- (i) 46 in enige week vanaf Maandag tot en met Vrydag; en
- (ii) behoudens subparagraaf (i) hiervan, nege-en-'n-kwart op enige dag;
- (d) in die geval van 'n deurlopendeproseswerker—
- (aa) 48 in enige week vanaf Sondag tot en met Saterdag: Met dien verstande dat daar vir enige gewone werkure van meer as 46 wat 'n deurlopendeproseswerker in enige week werk, teen 'n tarief betaal sal word van minstens een-en-'n-derde maal sy gewone loon, maar hierdie voorbehoudsbepaling is nie van toepassing op 'n deurlopendeproseswerker wat gewoonlik 'n werkweek van vyf dae het nie of wat in een van twee agtereenvolgende weke hoogstens 36 gewone werkure werk;
- (ab) agt op enige skof; en
- (ac) hoogstens ses skofte in 'n week; Voorts met dien verstande dat—
- (i) alle skofte wat gewerk word, gewoonlik met minstens agt uur onderbreek moet word;
- (ii) 'n werkgewer van sy deurlopendeproseswerker kan vereis of hom kan toelaat om hoogstens sewe skofte in enige week te werk gedurende enige tydperk van drie agtereenvolgende weke; en
- (iii) die gewone werkure van 'n deurlopendeproseswerker in enige sodanige tydperk van drie agtereenvolgende weke hoogstens 144 is.
- (2) *Vry periodes.*—(a) 'n Werkgewer moet aan elkeen van sy deurlopendeproseswerkers een vry periode verleen van minstens 24 aaneenlopende ure per week, maar indien 'n werkgewer van sodanige werknemer vereis of hom toelaat om gedurende sy vry periode te werk, maak die werkure nie deel uit van die gewone werkure voorgeskryf in subklousule (2) nie.
- (b) Elke werkgewer wat deurlopendeproseswerkers in sy diens het, moet, voordat elke skoftydkring 'n aanvang neem, 'n kennisgewing of rooster vertoon, op 'n opsigtelike plek op sy perseel, wat deur homself vasgestel is, waarop die skofte aangedui is wat elke sodanige werker gedurende die daaropvolgende skoftydkring sal moet werk asook die vry periodes van elke sodanige werknemer. Die werkgewer moet sodanige kennisgewing of rooster bewaar vir 'n tydperk van minstens drie jaar, bereken vanaf die datum wat op sodanige kennisgewing of rooster verskyn. Indien geen sodanige kennisgewing of rooster vertoon word nie, moet die vry periode van elke sodanige werker geag word om middernag Saterdag 'n aanvang te neem.
- (3) *Vroulike werknemers.*—Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgewer nie van 'n vroulike werknemer vereis of haar toelaat om te werk nie—
- (a) tussen 18h00 en 06h00; of
- (b) na 13h00 op meer as vyf dae per week.
- (4) *Etenspouse.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneenlopend te werk sonder 'n etenspouse van minstens een uur nie waartydens van sodanige werknemer nie vereis of hy nie toegelaat mag word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—
- (i) 'n werkgewer met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié

- (ii) any other organisation in respect of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such other organisation wholly or partially from funds advanced for that purpose by the State, a 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 to work more ordinary hours of work than—
- (a) in the case of a casual employee, eight and a half on any day;
- (b) in the case of a security guard and a watchman—
- (aa) if he works a six-day week—
- (i) 72 in any week from Monday to Saturday, inclusive; and
- (ii) 12 on any day;
- (ab) if he works a five-day week—
- (i) 72 in any week from Monday to Friday, inclusive; and
- (ii) 14½ on four days and 14 on one day;
- (c) in the case of any other employee—
- (aa) if he works a six-day week—
- (i) 46 in any week from Monday to Saturday, inclusive; and
- (ii) subject to subparagraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and a half;
- (ab) if he works a five-day week—
- (i) 46 in any week from Monday to Friday, inclusive; and
- (ii) subject to subparagraph (i) hereof, nine and a quarter on any day;
- (d) in the case of a continuous process worker—
- (aa) 48 in any week from Sunday to Saturday, inclusive: Provided that any ordinary hours of work worked by a continuous process worker in any week in excess of 46 hours shall be paid for at a rate of not less than one and a third times his ordinary wage, but this proviso shall not apply to a continuous process worker who normally works a five-day week or who in one of two consecutive weeks, works not more than 36 ordinary hours of work;
- (ab) eight on any shift; and
- (ac) not more than six shifts in any week; Provided further that—
- (i) all shifts worked shall normally be interrupted by not less than eight hours;
- (ii) an employer may require or permit his continuous process worker to work not more than seven shifts in any one week during any period of three consecutive weeks; and
- (iii) the ordinary hours of work of a continuous process worker shall not exceed 144 hours in any such period of three consecutive weeks.
- (2) *Free periods.*—(a) An employer shall grant to each of his continuous process workers one free period of not less than 24 consecutive hours in every week, but, if an employer requires or permits such an employee to work during his free period, the hours of work shall not form part of the ordinary hours of work prescribed in subclause (2).
- (b) Every employer who employs continuous process workers shall, prior to the commencement of each shift cycle, display in a conspicuous place upon his premises to be determined by him, a notice or time-table indicating the shifts which each such worker will be required to work during the ensuing shift cycle and the free periods of each such worker. The employer shall retain such notice or time-table for a period of not less than three years subsequent to the date thereof. If no such notice or time-table is displayed, the free period of each such worker shall be deemed to commence at midnight on Saturday.
- (3) *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; or
- (b) after 13h00 on more than five days a week.
- (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,

geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Mannekrag, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

- (ii) werkydperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoudsbepaling (i) of (vi) van toepassing is, geag word aaneenlopend te wees;
- (iii) as sodanige pouse langer as een uur is, behalwe wanneer voorbehoudsbepaling (iv) geld, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werkyd te wees;
- (iv) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik die perseel skoonmaak, indien sodanige pouse langer as drie ure is, enige tydperk wat drie uur te bowe gaan, geag word deel uit te maak van die gewone werkure;
- (v) alleenlik een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag nie deel van die gewone werkure mag uitmaak nie;
- (vi) wanneer daar vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op 'n dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word;
- (vii) 'n drywer van 'n motorvoertuig wat gedurende sodanige pouse geen ander werk verrig as om in die beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;
- (viii) sodanige pouse nie aan 'n deurlopendeproseswerker verleen hoof te word gedurende sy gewone werkure op enige skof nie indien hy die geleentheid gegee word om gedurende sodanige ure 'n maaltyd te nuttig terwyl hy op sy pos is, tensy dit verbied word ooreenkomstig 'n kennisgewing wat ingevolge artikel 27 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gepubliseer is.

(5) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n deurlopendeproseswerker, 'n ruspouse verleen van minstens 10 minute so naby as doenlik aan die middel van elke oggend- en middagwerkperiode, of 'n ruspouse van minstens 20 minute so naby as doenlik aan die middel van elke oggendwerkperiode, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis en hy mag nie toegelaat word om enige werk te verrig nie, en sodanige pouse moet geag word deel te wees van die werkgewer wat die gewone werkure van die middagwerkperiode met minstens 10 minute verkort, nie sy werknemer 'n ruspouse gedurende sodanige tydperk hoof te verleen nie.

(6) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalinge van subklousule (5) 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—

- (i) in die geval van 'n los werknemer, twee uur op 'n dag; en
- (ii) in die geval van 'n sekuriteitswag en 'n wag, 12 uur in 'n week;
- (iii) in die geval van 'n manlike werknemer, 10 uur in 'n week;
- (iv) in die geval van 'n vroulike werknemer—
 - (aa) tien uur in 'n week;
 - (ab) twee uur op 'n dag, behalwe dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd kan werk, maar dan so dat die oortydwerk hoogstens 10 uur in enige week is;
 - (ac) drie agtereenvolgende dae in enige week;
 - (ad) sestig dae in 'n jaar;
 - (ae) na afloop van haar gewone werkure, een uur op 'n dag, tensy hy—
 - (i) sodanige werknemer voor 12h00 daarvan in kennis stel; of
 - (ii) sodanige werknemer van 'n maaltyd wat minstens 90 sent kos, voorsien, en haar genoeg tyd gee om dit te nuttig voordat sy begin oortyd werk; of
 - (iii) sodanige werknemer minstens 90 sent betaal en haar genoeg tyd gee om 'n maaltyd te bekom voordat die oortydwerk 'n aanvang neem.

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

- (a) in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op enige dag gewerk;
 - (b) in die geval van 'n ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in enige week gewerk.
- (9) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie op 'n voorman, 'n senior bestuurs- of administratiewe werknemer of op 'n tegniese of professionele werknemer van toepassing nie indien en solank so 'n werknemer gereeld 'n loon ontvang van—

- (i) minstens R775 per maand in die landdrosdistrikte Albany, Hoëveld en Stellenbosch; en
- (ii) minstens R850 per maand in die ander gebiede wat in klousule 1 vermeld word.

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

(5) *Rest intervals.*—An employer shall grant to each of his employees, other than a continuous process worker, a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning and afternoon work period, or a rest interval of not less than 20 minutes as nearly as practicable in the middle of each morning 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 (5), 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—

- (i) in the case of a casual employee, for more than two hours on any day;
- (ii) in the case of a security guard and a watchman, for more than 12 hours in any week;
- (iii) in the case of a male employee, for more than ten hours in any week;
- (iv) in the case of a female employee—
 - (aa) for more than ten hours in any week;
 - (ab) for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday, but so that ten hours are not exceeded in any week;
 - (ac) on more than three consecutive days in any week;
 - (ad) on more than 60 days in any year;
 - (ae) after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee; or
 - (ii) provided such employee with a meal costing not less than 90 cents 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.

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

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

(9) *Savings.*—(a) This clause shall not apply to a foreman, a senior managerial or administrative employee or a technical or professional employee if and for so long as such an employee is in receipt of a regular wage at a rate of—

- (i) not less than R775 per month in the Magisterial Districts of Albany, Highveld Ridge and Stellenbosch; and
- (ii) not less than R850 per month in the remaining areas mentioned in clause 1;

- (b) Subklousules (4), (6) en (7) is nie op 'n werknemer van toepassing wanneer hy noodwerk verrig nie.

6. JAARLIKSE VERLOF

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

- (a) in die geval van 'n sekuriteitswag en 'n wag, een-en-twintig agtereenvolgende dae;
- (b) in die geval van enige ander werknemer, 14 agtereenvolgende dae; en die werknemer moet sodanige verlof neem, en moet die werkgever sodanige werknemer ten opsigte van sodanige verlof betaal—
- (i) in die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag van minstens drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het;
- (ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens twee maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het:

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

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

- (a) as sodanige verlof nie eerder verleen is nie, dit, behoudens die bepalings van subklousule (3), so verleen moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het; of, as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet verleen met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;
- (b) die tydperk van verlof nie mag saamval nie met—
 - (i) siekteverlof wat ingevolge klousule 7 verleen is, of met afwesigheid vanaf werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b) en wat altesaam op hoogstens 10 weke in 'n tydperk van 12 maande neerkom;
 - (ii) enige tydperk waartydens die werknemer onder kennisgeving van diensbeëindiging ingevolge klousule 12 is;
 - (iii) enige tydperk waartydens die werknemer militêre opleiding of diensplig ingevolge die Verdedigingswet, 1957, verrig;
- (c) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;
- (d) 'n werkgever al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens waarop die verlof-tydperk betrekking het, van sodanige verloftydperk kan aftrek.
- (3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgever toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens ooploop: Met dien verstande—
 - (i) dat sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, en
 - (ii) dat die werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.

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

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

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

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

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever ten opsigte van 'n verloftydperk wat hy op 'n werknemer se skriftelike versoek aan hom verleen het, 'n eweredige bedrag kan aftrek; voorts met dien verstande dat, behoudens klousule 12 (4) 'n werknemer—

- (b) Subclauses (4), (6) and (7) shall not apply to an employee while he is engaged on emergency work.

6. ANNUAL LEAVE

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

- (a) in the case of a security guard and a watchman, 21 consecutive days' leave,
- (b) in the case of any other employee, 14 consecutive days' leave, and shall pay such employee in respect of such leave—
 - (i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced;
 - (ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced:

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

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

- (a) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;
- (b) the period of leave shall not be concurrent with—
 - (i) sick leave granted in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) amounting in the aggregate to not more than 10 weeks in any period of 12 months;
 - (ii) any period during which the employee is under notice of termination of employment in terms of clause 12;
 - (iii) any period during which the employee is doing military training or service under the Defence Act, 1957;
- (c) 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;
- (d) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 12 months of employment to which the period of leave relates.

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

- (i) the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates; and
- (ii) the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request at least until after the expiration of the period of leave.

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

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

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

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

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of occasional leave granted to an employee at his written request: Provided further that, subject to clause 12 (4), an employee—

- (i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word tensy die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of
- (ii) wat sy diens sonder 'n regsgeldige rede verlaat; op geen betaling uit hoofde van hierdie subklousule geregtig is nie.
- (6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof verleen is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom verleen was.
- (7) By die toepassing van hierdie klousule word die uitdrukking „diens” geag te omvat—
 - (a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 12 betaal in plaas van kennis te gee;
 - (b) enige tydperk wat 'n werknemer afwesig is—
 - (i) met verlof ingevolge hierdie klousule;
 - (ii) met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in omstandighede soos uiteengesit in klousule 7 (4) (a) of (b);
 - (iii) op las of versoek van sy werkgewer; 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 diensplig, ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidingstydperk of diens tydperk 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 daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;
 - (iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum waarop hierdie Vasstelling bindend geword het, en wel op die jongste van die twee datums.
- (8) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgewer vir die doel van jaarlikse verlof, te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting of 'n deel van sy bedryfsinrigting sluit vir 14 agtereenvolgende dae plus alle addisionele dae wat moontlik uit hoofde van die derde voorbehoudbepaling van subklousule (2) daarby gevoeg moet word.
- (b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting of deel van 'n bedryfsinrigting waarin hy werksaam is, nie geregtig is nie op die volle tydperk van die jaarlikse verlof by subklousule 1 (b) voorgeskryf, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in subklousule (5) vermeld, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting of deel van die bedryfsinrigting, na gelang van die geval, aldus sluit.

7. SIEKTEVERLOF

- (1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof verleen van—
 - (a) in die geval van 'n werknemer wat normaalweg vyf dae per week werk, altesaam minstens 20 werkdae, en
 - (b) in die geval van enige ander werknemer, altesaam minstens 24 werkdae,
 gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—
 - (i) '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) wanneer, in die eerste tydkring van 24 maande diens by dieselfde werkgewer, 'n werknemer weens ongeskiktheid afwesig is vir 'n langer tydperk as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, hy geregtig is op betaling vir slegs dié

- (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 purposes of this clause the expression “employment” shall be deemed to include—

- (a) any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice;
- (b) any period during which an employee is absent—
 - (i) on leave in terms of this clause;
 - (ii) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (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 pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service, and employment shall be deemed to commence—
 - (i) in the case of an employee who, before this determination became binding, had become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
 - (ii) in the case of an employee who was in employment before this determination became binding and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
 - (iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date on which this determination became binding, whichever is the later.
- (8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave at any time, but not more than once in any period of 12 months, close his establishment or a portion of his establishment for 14 consecutive days plus any additional days that may have to be added by virtue of the third proviso to subclause (2).
- (b) An employee who at the date of the closing of an establishment or the portion thereof in which he is employed, is not entitled to the full period of annual leave prescribed in subclause (1) (b) shall, in respect of any leave due to him be paid by his employer on the basis set out in subclause (5), and for the purposes of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment or portion of the establishment, as the case may be.

7. SICK LEAVE

- (1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—
 - (a) in the case of an employee who normally works a five-day week, not less than 20 work-days; and
 - (b) in the case of any other employee, not less than 24 work-days' sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—
 - (i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work-day in respect of each completed period of five weeks of employment and, in the case of every other employee, one work-day in respect of each completed month of employment;
 - (ii) where, in 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

siekteverlof wat hom dan toekom; maar sy werkgever moet, indien hy dit nie reeds gedoen het nie, by die verstryking van gemelde tydkring of by diensbeëindiging vóór sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hom by sodanige verstryking of diensbeëindiging toekom, nog nie geneem is nie;

- (iii) 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;
- (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag; of
- (c) op die werkdag onmiddellik na die Maandag na Nuwejaarsdag, wanneer laasgenoemde dag op 'n Sondag val;

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

(3) By die toepassing van hierdie klousule—

- (a) word die uitdrukking „diens” geag te omvat—
 - (i) enige tydperk wat 'n werknemer afwesig is—
 - (aa) met verlof ingevolge klousule 6;
 - (ab) op las of versoek van sy 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 of diensplig ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige diensplig- of opleidings tydperk as diens te eis nie,

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

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

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

- (a) op 'n werknemer op wie se skriftelike versoek sy werkgever ten minste dieselfde bedrag as dié van die werknemer bydra aan enige fonds of organisasie, deur die werknemer benoem, wat in geval van ongeskiktheid in omstandighede uiteengesit in die klousule die werknemer verkeer van 'n betaling van 'n totale bedrag gelykstaande aan sy loon vir 20 of 24 werkdag, wat ook al die geval is, in elke tydkring van 24 maande diens, behalwe dat gedurende die eerste 24 maande van betaling van bydraes deur die werknemer die gewaarborgde tarief verminder kan word tot minstens die tarief wat 'n werknemer toekom soos uiteengesit in die eerste voorbehoudsbepaling by subklousule (1);
- (b) ten opsigte van enige tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan van die werkgever vereis word om ingevolge enige ander wet die werknemer minstens sy volle loon te betaal.

8. OPENBARE VAKANSIEDAE, SONDAE EN VRY PERIODES

(1) Vergoeding vir werk op 'n openbare vakansiedag.—

- (a) Behoudens klousules 4 (6) en 6 (2) moet 'n werkgever aan 'n werknemer, wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag, of wanneer Nuwejaarsdag op 'n Sondag val en 'n werknemer nie op die Maandag onmiddellik ná sodanige Sondag werk nie, minstens sy weekloon betaal vir die week waarin sodanige dag val;

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;

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

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

- (a) for more than three consecutive work-days;
- (b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Vow or Christmas Day; or
- (c) on the work-day immediately succeeding the Monday following New Year's Day, whenever the latter day 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) For the purposes of this clause the expression—

- (a) “employment” shall be deemed to include—
 - (i) any period during which an employee is absent—
 - (aa) on leave in terms of clause 6;
 - (ab) on the instructions or at the request of his employer;
 - (ac) on sick leave in terms of subclause (1), amounting in the aggregate, in any period of 12 months, to not more than 10 weeks; and
 - (ii) any period during which an employee is absent from work owing to military training or service in terms of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service;

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

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

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

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

8. PUBLIC HOLIDAYS, SUNDAYS AND FREE PERIODS

(1) Compensation for work on a public holiday.—

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

- (b) wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag werk, of wanneer Nuwejaarsdag op 'n Sondag val en 'n werknemer op die Maandag onmiddellik ná sodanige Sondag werk, moet sy werk-gewer hom, behoudens klousule 4 (6), vir die week waarin sodanige dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer altesaam op sodanige dag gewerk het: Met dien verstande dat, waar daar van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op sodanige dag te werk, hy geag word vier uur te gewerk het.
- (2) *Vergoeding vir werk op 'n Sondag.*—
- (a) Wanneer 'n werknemer, uitgesonderd 'n deurlopendeproseswer-ker, op 'n Sondag werk, moet sy werk-gewer of die werknemer—
- indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;
 - 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
 - hom 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.
- (b) Wanneer 'n deurlopendeproseswerker op 'n Sondag werk, moet sy werk-gewer hom behoudens subklousule (3) minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die totale tydperk wat hy op sodanige Sondag werk: Met dien verstande dat werk op 'n Sondag nie betaling vir oortyd meebring wat die besoldiging in hierdie subklousule voorgeskryf, te bowe sal gaan nie.
- (3) *Vergoeding vir werk gedurende 'n vry periode.*—Wanneer 'n deurlopendeproseswerker gedurende sy vry periode werk, moet sy werk-gewer hom minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk wat hy gedurende sodanige vry periode werk: Met dien verstande dat wanneer daar van 'n werknemer vereis of hy toegelaat word om gedurende sodanige periode vir minder as vier uur te werk daar geag word dat hy vier uur gewerk het.
- (4) Wanneer 'n deurlopendeproseswerker of 'n skofwerker 'n skof werk wat gedeeltelik op 'n openbare vakansiedag in subklousule (1) (b) bedoel, op 'n Sondag of gedurende sy vry periode en gedeeltelik op enige ander dag val, word daar geag dat die hele skof gewerk is op die dag waarop die grootste gedeelte van sodanige skof val.
- (5) *Voorbehoudsbepalings.*—Subklousules (1) (b) tot en met (4) is nie van toepassing nie—
- op 'n werknemer wat ingevolge klousule (5) (9) (a) van die werk-urebepalings uitgesluit is;
 - op 'n los werknemer, sekuriteitswag en 'n wag.

9. STUKWERK

- (1) 'n Werk-gewer kan, nadat hy minstens een week vooraf kennis aan sy werknemer gegee het, 'n stukwerkstelsel invoer, en sodanige werk-gewer moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die tariewe wat ooreen-komstig sodanige stelsel van toepassing is: Met dien verstande dat die werk-gewer, ongeag die hoeveelheid werk wat verrig is, sodanige werknemer moet betaal—
- 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;
 - 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 Werk-gewer moet 'n lys van die besoldiging in subklousule (1) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.
- (3) 'n Werk-gewer 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 werk-gewer en sy werknemer oor 'n langer kennisgewing-termyen ooreen kan kom, en in so 'n geval mag die werk-gewer nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie.
- (4) Ondanks andersluidende bepalinge in hierdie klousule, hoef 'n werk-gewer nie 'n los werknemer kennis te gee van sy voorneme om 'n stukwerkstelsel in te voer of af te skaf of te wysig nie.

- (b) whenever an employer works on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Vow or Christmas Day, or whenever New Year's Day falls on a Sunday and an employee works on the Monday immediately succeeding such Sunday, his employer shall, save as provided in clause 4 (6), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage for each hour or part of an hour worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day he shall be deemed to have worked for four hours.
- (2) *Compensation for work on a Sunday.*—
- (a) Whenever an employee, other than a continuous process worker, works on a Sunday, his employer shall either pay the employee—
- if he so works for a period not exceeding four hours, not less than his daily wage;
 - if he so works for a period exceeding four hours, at a rate of not less than double his ordinary wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or
 - at a rate of not less than one and a third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.
- (b) Whenever a continuous process worker works on a Sunday, his employer shall, subject to subclause (3), pay him at a rate of not less than one and a third times his ordinary wage in respect of the total period worked by him on such Sunday: Provided that work on a Sunday shall not attract payment for overtime over and above the rate of remuneration prescribed in this subclause.
- (3) *Compensation for work during a free period.*—Whenever a continuous process worker works during his free period, his employer shall pay him at a rate of not less than double his ordinary wage in respect of the total period worked by him during such free period: Provided that, where such an employee is required or permitted to work for less than four hours during such period, he shall be deemed to have worked for four hours.
- (4) Whenever a continuous process worker or a shift worker works a shift which falls partly on any public holiday mentioned in subclause (1) (b), on a Sunday or during his free period and partly on any other day, the whole shift shall be deemed to have been worked on the day on which the major portion of such shift falls.
- (5) *Savings.*—Subclauses (1) (b) to (4), inclusive, shall not apply to—
- an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a);
 - a casual employee, security guard and a watchman.

9. PIECE-WORK

- (1) An employer may, after at least one week's notice to his employee introduce any piece-work system and, save as provided in clause 4 (6), such employer shall pay his employee who is employed on such piece-work system, remuneration at the rate applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than—
- in the case of an employee other than a casual employee, in respect of each week in which piece-work is performed, the amount which he would have been required to pay such employee for that week had the employee been remunerated on the basis of time worked;
 - in the case of a casual employee, in respect of each day on which piece-work is performed, the amount which he would have been required to pay such employee for that day had the employee been remunerated on the basis of time worked.
- (2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in subclause (1).
- (3) An employer who intends to cancel or amend any piece-work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than one month's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give notice for a period not shorter than that agreed upon.
- (4) Notwithstanding anything to the contrary in this clause, an employer need not give a casual employee notice of his intention to introduce any piece-work system or to cancel or amend it.

10. VERBOD OF INDIENSNEEMING

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

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

Met dien verstande dat—

(aa) die reg van 'n werkgewer of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;
(ab) '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;
(ac) 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 waaroor daar ooreengekom is.

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

(i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of enige tydperk van militêre opleiding of diensplig wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;
(ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7, of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), wat altesaam op hoogstens 10 weke in enige tydperk van 12 maande neerkom, kennis gegee mag word nie.

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

13. DIENSSERTIFIKAAT

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

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.

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

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

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

Provided that this shall not affect—

(aa) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;
(ab) 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;
(ac) 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 deduction 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) shall be given on any work-day: Provided that—

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

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (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, the employee shall for the purposes of clause 6 (5) be deemed to have paid the employer in lieu of notice.

13. CERTIFICATE OF SERVICE

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

DIENSSERTIFIKAAT

Ek/Ons (a)
 wat die Keramieknywerheid uitoefen te

 sertifiseer hiermee dat
 by my ons (a) in diens was vanaf die dag
 van 19 tot die dag
 van 19 as (b)
 By beëindiging van diens was sy/haar (a) loon R
 per week/maand (a).

(Handtekening van werkgever of
 gemagtigde verteenwoordiger)

Datum

- (a) Skrap wat nie van toepassing is nie.
 (b) Vermeld die klas waarin die werknemer uitsluitlik of hoofsaaklik
 gewerk het, bv. klerk, arbeider.

14. LOGBOEK

(1) 'n Werkgever moet 'n drywer 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
 Etenstye van tot
 Besonderhede omtrent enige ongeluk of vertraging

(Handtekening van drywer)

Datum 19

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

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

(KENNISGEWING.—Kragtens artikel 18 van die Loon-
 wet, 1957, vervang die Loonvasstelling in die bostaande
 Bylae Loonvasstelling 347, gepubliseer by Goewermements-
 kennisgewing R.2017 van 10 November 1972, soos gewy-
 sig by Goewermementskennisgewing R.1138 van 24 Junie
 1977.)

CERTIFICATE OF SERVICE

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

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

(Signature of employer or
 authorised representative)

Date

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

14. Log-Book

(1) An employer shall provide the driver 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 intervals from to
 Particulars of any accident or delay

(Signature of driver)

Date

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

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

(NOTE.—In terms of section 18 of the Wage Act, 1957,
 the Wage Determination in the above Schedule super-
 sedes Wage Determination 347, published under Gov-
 ernment Notice R.2017 of 10 November 1972, as
 amended under Government Notice R.1138 of 24 June
 1977.)

R.1784]

[28 Augustus 1981

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941****KERAMIEKNYWERHEID, 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 Loonvaststelling vir die Keramieknywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R.1783 van 28 Augustus 1981, oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S.P. BOTHA
Minister van Mannekrag

R.1784]

[28 August 1981

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941****CERAMICS 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 Ceramics Industry, Certain Areas, published under Government Notice R.1783 of 28 August 1981, to be, on the whole not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays, and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA
Minister of Manpower

INHOUD

Departement van Mannekrag

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