



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 3694

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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 726

13 April 1984

LOONWET, 1957

LOONVASSTELLING 433.—EETBARE NEUTE- EN VERSNAPERINGSNYWERHEID, REPUBLIEK VAN SUID-AFRIKA

In opdrag van die Minister van Mannekrag, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekend gemaak 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 Eetbare Neute- en Versnaperingsnywerheid, Republiek van Suid-Afrika, gemaak en 16 April 1984 bepaal as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN VASSTELLING

(1) Hierdie Vasstelling is van toepassing op alle werkgewers en hul werknemers, uitgesonderd bestuurders, in die Eetbare Neute- en Versnaperingsnywerheid soos omskryf in subklousule (2), in die Republiek van Suid-Afrika.

(2) "Eetbare Neute- en Versnaperingsnywerheid" beteken die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om een of meer van die werksaamhede vervat in (a) en (b) hieronder te verrig:

(a) Die meng, bak, verpakking, bottel of verwerking op enige wyse hoegenaamd van grondboontjies of enige ander eetbare neute vir menslike verbruik, en dit sluit in die vervaardiging van—

(i) neutbottlers of -pastas;

(ii) gekorrelde, gedroogde, gevlokte of gekerfde grondboontjies of enige ander eetbare neute;

(iii) enige produk waarvan grondboontjies of enige ander eetbare neute die hoofbestanddeel uitmaak;

en omvat dit ook alle werksaamhede wat daarmee in verband staan of daaruit voortspruit, maar sluit nie die volgende in nie:

(aa) Die uitpersing van olie; en

(ab) enige aktiwiteite wat deur 'n vervaardiger van lekkergoed uitgeoefen word in verband met die verwerking van neute vir gebruik deur hom by die vervaardiging van lekkergoed;

(b) die vervaardiging, verpakking, konsentrering of preserving (deur middel van enige proses, uitgesonderd bevriesing) van aartappelblaartjies, kaaskrulle, pofkoring, pofrys, pofmielies of soortgelyke eetware of versnaperings;

en omvat dit ook alle werksaamhede wat daarmee in verband staan of daaruit voortspruit.

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 726

13 April 1984

WAGE ACT, 1957

WAGE DETERMINATION 433.—EDIBLE NUTS AND SNACKS INDUSTRY, REPUBLIC OF SOUTH AFRICA

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 Edible Nuts and Snacks Industry, Republic of South Africa, and has fixed 16 April 1984 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 all their employees, other than managers, in the Edible Nuts and Snacks Industry as defined in subclause (2), in the Republic of South Africa.

(2) "Edible Nuts and Snacks Industry" means the industry in which employers and employees are associated for the purpose of performing any one or more of the activities listed in (a) and (b) below:

(a) The mixing, roasting, packing, bottling or processing in any manner whatsoever of groundnuts or any other edible nuts for human consumption and includes the manufacture of—

(i) nut butters or pastes;

(ii) granulated, desiccated, flaked or sliced groundnuts or any other edible nuts;

(iii) any product of which groundnuts or any other edible nuts form the main ingredient;

and also includes all activities incidental thereto and consequent thereon but it does not include the following:

(aa) The expressing of oil; and

(ab) any activities conducted by a manufacturer of sweets in connection with the processing of nuts for use by him in the manufacture of sweets;

(b) the manufacture, packing, concentrating or preserving (by means of any process, excluding freezing) of potato crisps, cheese twists, puffed wheat, puffed rice, puffed maize or similar eatables or snacks;

and also includes all activities incidental thereto or consequent thereon.

2. WOORDOMSKRYWING

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

- (1) "algemene werker" 'n werknemer wat een of meer van die volgende pligte uitvoer:
 - (a) Klaargeadresseerde etikette op kiste, kartondose of ander houers plak;
 - (b) 'n ambagsman behulpsaam wees deur artikels of gereedskap vas te hou of op 'n ander manier met hom saam werk sonder om die gereedskap selfstandig te gebruik;
 - (c) op afleweringsvoertuie behulpsaam wees, maar nie dryf of herstel-werk doen nie;
 - (d) goedere dra, lig, opstapel, vervoer, laai of aflaai;
 - (e) wiele of buite- of binnebande van motorvoertuie, kruiwaens of ander voertuie omruil, afhaal of vervang of binnebande oppomp of herstel;
 - (f) persele, masjinerie, gereedskap, voertuie, meubels, gerei, breek-goed, bottels of ander houers en artikels skoonmaak of met die hand was;
 - (g) bottels of flesse met die hand of met 'n nie-kragaangedrewe masjien toemaak;
 - (h) tuinwerk;
 - (i) skepwerk;
 - (j) vure maak, stook of uitkrap, uitgesonderd in stoomketels;
 - (k) tee of soortgelyke drankie maak, rantsoene gaarmaak of tee of soortgelyke drankie aan werknemers of sy werkgewer of gaste bedien;
 - (l) sakke, dose, trommels, pakkies of ander houers met die hand oop- of toemaak;
 - (m) deure of venters oop- of toemaak;
 - (n) artikels van eenvormige grootte en getal in houers pak wat spesiaal gemaak is om sodanige artikels te bevat;
 - (o) vreemde voorwerpe of foutiewe produkte met die hand uitsoek;
 - (p) voertuie stoot of trek sonder die gebruik van meganiese toestelle;
 - (q) afval, as of rommel verwyder;
 - (r) kassies, dose of kratte met die hand herstel;
 - (s) rubberstempel of reeksnumering waarby geen diskresie betrokke is nie;
 - (t) klaargesnyde karton- of veselborddose of soortgelyke houers opstel;
 - (u) met die hand sif;
 - (v) houers uitpak of leegmaak;
 - (w) artikels van eenvormige grootte en getal toemaak in klaargesnyde omhulsels wat spesiaal gemaak is om sodanige artikels te bevat; (25)
- (2) "ambagsman" 'n werknemer wat 'n kontrak van vakleerlingskap voltooi het of wat geag word dit te voltooi het in 'n ambag wat ingevolge die Wet op Mannekragopleiding, 1981, aangewys is of wat geag word ingevolge daarvan aangewys te wees, of wat in besit is van 'n sertifikaat wat deur die Registrateur van Mannekragopleiding aan hom uitgereik is of geag word aan hom uitgereik te wees en wat ingevolge daardie Wet ambagsmanstatus aan hom verleen, en enige ander werknemer wat werk doen wat 'n ambagsman in die reël verrig, behalwe waar in hierdie Vastelling uitdruklik anders bepaal word; (2)
- (3) "ambagsmanhulp" 'n werknemer, uitgesonderd 'n vakleerling of 'n kwekeling, wat onder leiding en algemene toesig van 'n ambagsman laaggenoemde bystaan in die uitvoering van take wat nie die bedrewenheid van opleiding as 'n ambagsman vereis nie; (3)
- (4) "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; (4)
- (5) "bediener van 'n mobiele hystoestel" 'n werknemer wat werk met 'n kragaangedrewe mobiele hystoestel of 'n vurkhysswa wat by die laai, aflaai, versit of opstapel van goedere gebruik word, en dit sluit in die drywer van 'n trekker wat een of meer sleepwaens in 'n bedryfsinrigting trek; (44)
- (6) "bedryfsinrigting" 'n perseel of gedeelte daarvan, waarin of in verband waarmee een of meer werknemers in hierdie Nywerheid in diens is; (17)
- (7) "bestuurder" 'n werknemer wat deur sy werkgewer belas is met die algemene toesig oor, verantwoordelikheid vir en leiding van die werksaamhede van 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting en die werknemers daarin; (40)

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 in that class in which he is wholly or mainly engaged; further, unless inconsistent with the context—

- (1) "apprentice" means an employee employed in terms of a contract of apprenticeship registered or deemed to have been registered in terms of the Manpower Training Act, 1981, and includes an employee employed in a trade designated or deemed to have been designated in terms of that act for a period prior to the registration of a contract of apprenticeship; (55)
- (2) "artisan" means an employee who has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who holds a certificate issued or deemed to have been issued to him by the Registrar of Manpower Training and conferring artisan status on him in terms of that act, and any other employee engaged in work normally performed by an artisan except where specifically otherwise provided in this Determination; (2)
- (3) "artisan's aide" means an employee, other than an apprentice or a trainee, who under the direction and general supervision of an artisan assists the latter in the performance of tasks which do not require the training or skill of an artisan; (3)
- (4) "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; (4)
- (5) "boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain and draw the fire in such boiler; (23)
- (6) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (31)
- (7) "chargehand" means an employee who, under the general supervision of a foreman or assistant foreman is in charge of a group of general workers; (41)
- (8) "chauffeur" means an employee (other than a driver or a travelling representative's assistant) who is engaged in driving a motor vehicle which is intended for the conveyance of his employer, clients or visitors and which may be used for the conveyance of employees, documents or parcels; (11)
- (9) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, despatch clerk, storeman, telephone switchboard operator or any office machine operator but does not include a factory clerk or any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work; (25)
- (10) "commission work" means any system under which an employee's remuneration is calculated on the value of sales effected by him or on the number of orders submitted by him to and accepted by his employer; (26)
- (11) "day" means the period of 24 hours from midnight to midnight: Provided that in the case of a shift worker, it shall mean a period of 24 hours reckoned from the time such an employee commences work; (12)
- (12) "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; (56)
- (13) "driver" means an employee, other than a chauffeur or a travelling representative's assistant, who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving, any time spent by him 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; (13)
- (14) "driver-salesman" means an employee who—
 - (a) is engaged in selling and delivering the products of this industry from a motor vehicle;
 - (b) is responsible for the cash received by him in respect of such sales;
 - (c) is responsible for the stock on the motor vehicle; and
 who may drive such vehicle and canvass for orders; (14)
- (15) "Edible Nuts and Snacks Industry"—*vide* clause 1 (2); (18)
- (16) "emergency work" means—
 - (a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft, sabotage, industrial unrest or breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, must be done without delay;
 - (b) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours;

(8) "bode" 'n werknemer wat briewe, boodskappe of goedere toe voet of deur middel van 'n trapfiets, driewieler of handvoertuig afhaal of aflewer of deur middel van 'n twee- of driewielmotorfiets, bromponie of outofiets met 'n enjinkapasiteit van hoogstens 100 cm³ en wat skryfwerk in verband met sodanige afhaling of aflewering kan verrig en wat met 'n kantoorkrammasjien of 'n afrolmasjien kan werk; (42)

(9) "bruto kombinasie-massa" met betrekking tot 'n motorvoertuig, sy bruto voertuig-massa saam met die massa, met die vrag, van 'n sleepwa of leunwa wat getrek word deur sodanige motorvoertuig, soos gespesifiseer deur die vervaardiger of, by gebreke aan sodanige spesifikasie, soos bepaal deur die betrokke registrasie-owerheid; (29)

(10) "bruto voertuig-massa" met betrekking tot 'n motorvoertuig of 'n sleepwa, die maksimum massa van sodanige voertuig of sleepwa en sy vrag soos gespesifiseer deur die vervaardiger of, by gebreke aan sodanige spesifikasie, soos bepaal deur die betrokke registrasie-owerheid; (30)

(11) "chauffeur" 'n werknemer (uitgesonderd drywer of 'n reisende verteenwoordiger se assistent) wat 'n motorvoertuig dryf wat vir die vervoer van sy werk-gewer, klante of besoekers bedoel is en wat gebruik kan word vir die vervoer van werknemers, dokumente of pakkette; (8)

(12) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat dit in die geval van 'n skofwerker 'n tydperk van 24 uur gereken vanaf die tyd wat so 'n werknemer begin werk beteken; (11)

(13) "drywer" 'n werknemer, uitgesonderd 'n chauffeur of 'n reisende verteenwoordiger se assistent, wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordskrywing omvat " 'n motorvoertuig dryf" alle tydperke wat hy dryf, al die tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf; (13)

(14) "drywer-verkoopsman" 'n werknemer wat—

(a) die produkte van hierdie Nywerheid vanuit 'n motorvoertuig verkoop en aflewer;

(b) verantwoordelik is vir die kontant wat hy ten opsigte van sodanige verkope ontvang;

(c) verantwoordelik is vir die voorraad op die motorvoertuig; en wat so 'n voertuig kan dryf en bestellings kan werf; (14)

(15) "ekstra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuig-massa of die bruto kombinasie-massa meer as 16 000 kg is; (19)

(16) "eerstehulp-assistent" 'n werknemer wat 'n eerstehulpbediener by die uitvoering van sy pligte behulpsaam is en wat gedurende sy afwesigheid namens hom kan waarneem en wat in besit is van 'n geldige bekwaamheidsertifikaat in eerstehulp uitgereik deur—

(a) die Suid-Afrikaanse Rooikruisvereniging;

(b) die St John Ambulance Association; of

(c) die Suid-Afrikaanse Noodhulppliga; (22)

(17) "eerstehulpbediener" 'n werknemer wat in beheer van 'n eerstehulpkamer is en wat in besit is van 'n geldige bekwaamheidsertifikaat in eerstehulp uitgereik deur—

(a) die Suid-Afrikaanse Rooikruisvereniging;

(b) die St John Ambulance Association; of

(c) die Suid-Afrikaanse Noodhulppliga;

en wat kleiner wonde of beserings verbind en wat aantekeninge kan hou van die name van werknemers wat behandel is of deur 'n mediese praktisyn behandel moet word, die aard van die besering en die behandeling wat gegee is; (23)

(18) "Eetbare Neute- en Versnaperingsnywerheid"—sien klousule 1 (2); (15)

(19) "fabrieksklerk" 'n werknemer wat, onder die toesig van 'n voorman, 'n assistent-voorman of 'n gekwalifiseerde klerk, een of meer van die volgende pligte uitvoer:

(a) Bestellings vir versending byeenbring;

(b) bywoningsregisters kontroleer of besonderhede in verband met werknemers wat aanwesig of afwesig is, of die tyd deur werknemers aan ander take bestee, aanteken;

(c) besonderhede in verband met materiaal wat ontvang of uitgereik is, nagaan of aanteken, of voorraadregisters hou;

(d) fabrieksdokumente met die hand kopieer;

(e) fabrieksdokumente liasseer, sorteer of andersins aandag daaraan skenk;

(f) Swart tale of Indiërtale tolk of vertaal;

(g) goedere massameet en besonderhede in verband daarmee aanteken;

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

(i) trucks or vehicles of the South African Transport Services;

(ii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Transport Services;

(d) any work which a shift-worker is required to perform in substitution for any other shift-worker who fails to report for duty; (40)

(17) "establishment" means any premises or part thereof in or in connection with which one or more employees are employed in this industry; (6)

(18) "experience" means in relation to—

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

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

(c) any other class of employee, the total period or periods of employment which an employee has had in his class in this industry; (42)

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

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

(a) Assembling orders for despatch;

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

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

(d) copying factory documents by hand;

(e) filing, sorting or otherwise attending to factory documents;

(f) interpreting or translating languages spoken by Black or Asian employees;

(g) mass-measuring goods and recording particulars thereof;

(h) operating an adding machine in the course of his duties as a factory clerk;

(i) preparing wage or time cards for subsequent use by a clerk;

(j) receiving goods including the checking and recording of particulars thereof;

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

(l) recording particulars of annual or sick leave;

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

(n) scheduling production figures;

(o) stamping or writing tickets or labels;

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

(q) writing up stock cards;

(r) writing out consignment notes, delivery notes or packing slips other than invoices; (19)

(21) "fireman" means an employee who, under supervision of a boiler attendant, is engaged in making or maintaining fires in boilers, including stoking, slicing and raking; (51)

(22) "first-aid assistant" means an employee who assists a first-aid attendant in the performance of his duties and who may act for him during his absence and 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; (16)

(23) "first-aid attendant" means an employee who is in charge of a first-aid room and who holds a current certificate of competency in first-aid issued by—

(a) the South African Red Cross Society;

(b) the St John Ambulance Association; or

(c) die Suid-Afrikaanse Noodhulppliga;

and who is engaged in dressing minor wounds or injuries and who may keep records to show the names of employees treated or requiring treatment by a medical practitioner, the nature of the injury and treatment given; (17)

- (h) 'n optelmasjien bedien in die loop van sy pligte as fabrieksklerk;
- (i) loon- of tydkaarte voorberei vir latere gebruik deur 'n klerk;
- (j) goedere ontvang, insluitende die nagaan en aantekening van besonderhede in verband daarmee;
- (k) bondelnommers, inhoud of verwysingsnommers aanteken van houters wat gevul of versend word;
- (l) besonderhede van jaarlikse of siekteverlof aanteken;
- (m) die indiënsneming, ontslag of bedanking van werknemers aanteken, insluitende enige nodige inskrywings in die werknemers se persoonlike lêers of dokumente maak of dienssertifikate voorberei;
- (n) lyste maak van produksiesyfers;
- (o) kaartjies of etikette stempel of uitskryf;
- (p) toesig hou oor die laai en aflaai van goedere;
- (q) voorraadkaarte byhou;
- (r) vrag- of afleweringbriewe of verpakkingsbriewe, uitgesonderd kwitansies, uitskryf; (20)

(20) "faktotum" 'n werknemer, uitgesonderd 'n vakleerling, ambagsmanshulp of 'n kwekeling, 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 herstel- of opknappingswerk aan geboue kan doen, maar wat nie werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (31)

(21) "gekwalfiseerd" met betrekking tot 'n werknemer, dat die ondervinding wat die werknemer in sy klas werk opgedoen het, hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf word; en, omgekeerd, beteken "ongekwalfiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (50)

(22) "grootouerhandetiketteerder" 'n werknemer wat etikette met die hand aanbring op houters met 'n inhoudsmaat van meer as 1 kg; (33)

(23) "ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige ketel kan maak, stook en uithaal; (5)

(24) "kleinouerhandetiketteerder" 'n werknemer wat etikette per hand op houters met 'n inhoudsmaat van 1 kg of minder plak, maar sluit nie in die regskuif van etikette wat verkeerd deur die masjien opgeplak is of die vervanging van beskadigde etikette nie; (54)

(25) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en dit omvat 'n kassier, magasynman, versendingsklerk, telefoonskakelbordoperateur of enige kantoorasjienoperateur, maar nie 'n fabrieksklerk of enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se werk; (9)

(26) "kommissiewerk" 'n stelsel waarvolgens 'n werknemer se besoldiging bereken word volgens die waarde van verkope wat hy tot stand bring of die getal bestellings wat hy aan sy werkgewer voorlê en wat sy werkgewer aanvaar; (10)

(27) "korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n slappe 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 onbruikbaar te word; (53)

(28) "kwekeling" 'n werknemer, uitgesonderd 'n vakleerling, vir wie daar ingevolge die Wet op Mannekragopleiding, 1981, voorsiening gemaak word vir opleiding in 'n ambag wat ingevolge daardie Wet aangewys is of wat geag word ingevolge daarvan aangewys te wees; (58)

(29) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa hoogstens 3 500 kg is; (35)

(30) "loon" die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken, maar dit mag nie so uitgelê word dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar by klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op so 'n grondslag in diens was nie; en "gewone loon" en "weekloon" het 'n ooreenstemmende betekenis; (61)

(31) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (6)

(32) "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; (55)

(24) "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 to the manager for the efficient performance by them of their duties; (57)

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

(a) Affixing ready addressed labels to boxes, cartons or other containers;

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

(c) assisting on delivery vehicles other than driving or effecting repairs;

(d) carrying, lifting, stacking, moving, loading or unloading goods;

(e) changing, removing or replacing wheels, tyres or tubes of motor vehicles, wheelbarrows or other vehicles or inflating or repairing tubes;

(f) cleaning or washing by hand premises, machinery, tools, vehicles, furniture, utensils, dishes, bottles or other containers or articles;

(g) closing bottles or jars by hand or non-power-driven machine;

(h) gardening work;

(i) ladling;

(j) making, maintaining or drawing fires other than in steam boilers;

(k) making tea or similar beverages, cooking rations or serving tea or similar beverages to employees or his employer or visitors;

(l) opening or closing bags, boxes, drums, packages or other containers by hand;

(m) opening or closing doors or windows;

(n) packing articles of uniform size and number into containers specially made to contain such articles;

(o) picking out foreign bodies or defective products by hand;

(p) pushing or pulling vehicles otherwise than with the use of mechanical devices;

(q) removing refuse, ash or scrap;

(r) repairing trays, boxes or crates by hand;

(s) rubber stamping or serial numbering where no discretion is involved;

(t) setting up by hand ready-cut cardboard or fibre board boxes or similar containers;

(u) sieving by hand;

(v) unpacking or emptying containers;

(w) wrapping articles of uniform size and number in pre-cut wrappers specially made to contain such articles; (1)

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

(a) Automatic labelling machine;

(b) automatic nut butter or nut paste filling or capping machine;

(c) automatic packaging machine;

(d) bag forming and filling machine;

(e) corn extruding machine;

(f) corn popping or roasting machine;

(g) gravity or electronic sorter;

(h) nut blanching machine;

(i) nut butter mill;

(j) nut roasting or frying machine;

(k) potato crisp cooker;

(l) potato washing machine;

(m) steam heated dryer; (60)

(27) "Grade II employee" means an employee who is engaged in any one or more of the following capacities or duties:

(a) First-aid assistant;

(b) peeling potatoes by power-driven machine;

(c) small container hand labeller;

(d) watching or minding any one or more of the machines specified in the definition of "Grade I employee"; (61)

(28) "Grade III employee" means an employee who is engaged in any one or more of the following capacities or duties:

(a) Adjusting labels defectively affixed to bottles or jars by machine or replacing labels on bottles or jars;

(b) applying flavouring or colouring materials by hand, under supervision;

(c) assembling, checking or packing printed material;

(33) "masjienbediener" 'n werknemer wat 'n oor kragaangedrewe masjien toesig hou of dit bedien, aansit, of stopsit wat die werk deur die masjien verrig deurkyk of kontroleer, wat kleiner lopende regstellings aan die masjien kan aanbring en wat sodanige masjien kan voer of daarvan kan afneem, en die uitdrukking " 'n masjien bedien" het 'n ooreenstemmende betekenis; (39)

(34) "masjienfaktotum" 'n werknemer, uitgesonderd 'n vakleerling, ambagsmanshulp of kwekeling, 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 nie werk doen wat gewoonlik deur 'n ambagsman gedoen word nie; (37)

(35) "masjienversorger" 'n werknemer wat na 'n kragaangedrewe masjien omsien en dit versorg en wie se plig dit is om aan die masjienbediener te rapporteer indien die masjien enigsins verkeerd funksioneer of gaan staan en wat—

(a) die toevoer na so 'n masjien kan aansit en stopsit, insluitende die aansit en stopsit van 'n onafhanklike kragaangedrewe voerder;

(b) so 'n masjien met die hand kan voer en daarvan kan afneem;

(c) die masjien kan stopsit ingeval dit nie reg funksioneer nie en die masjienbediener buite bereik is;

maar wat nie sodanige masjien kan aansit of heraan sit of enige verstelling daaraan kan doen nie behalwe in regstreekse opdrag van die masjienbediener; (38)

(36) "medium motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa meer is as 3 500 kg maar hoogstens 9 000 kg; (41)

(37) "militêre opleiding" 'n tydperk van opleiding of diens kragtens die Verdedigingswet, 1957 (Wet 44 van 1957); (43)

(38) "motorvoertuig" enige selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm³ wat gebruik word vir die vervoer van goedere, uitgesonderd 'n reisende verteenwoordiger se monsters, en dit omvat 'n voorhaker, 'n twee- of driewielmotorfiets, bromponie of 'n outofiets en 'n trekker maar nie ook 'n mobiele hystoestel nie; (45)

(39) "nagskof" enige werktydperk waarvan die grootste deel tussen 20h00 en 06h00 val; (46)

(40) "noodwerk"—

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

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

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

(i) vragmotors of voertuie van die Suid-Afrikaanse Vervoerdienste;

(ii) voertuie gebruik deur 'n karweier in die uitvoering van sy kontrak as sodanig met die Suid-Afrikaanse Vervoerdienste;

(d) enige werk wat 'n skofwerker moet verrig ter vervanging van 'n ander skofwerker wat versuim om hom vir werk aan te meld; (16)

(41) "onderbaas" 'n werknemer wat, onder die algemene toesig van 'n voorman of assistent-voorman, aan die hoof staan van 'n groep algemene werkers; (7)

(42) "ondervinding", met betrekking tot—

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

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

(c) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in hierdie Nywerheid werksaam was; (18)

(43) "oortyd" die gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werk-gewer werk en wat langer is as die onderskeie gewone werkure by klousule 5 (1) vir sodanige werknemer voorgeskryf, maar dit omvat nie 'n tydperk waarin 'n werknemer op 'n Sondag vir sy werk-gewer werk nie; (47)

(44) "openbare vakansiedag" Nuwejaarsdag (of die eersvolgende Maandag indien Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag; (49)

(45) "plaaslike owerheid" 'n munisipale raad, stadsraad, afdelingsraad, dorpsraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961), en dit sluit in 'n stadsraad en dorpsbestuur ingestel kragtens artikel 2 van die Wet op Swart Plaaslike Besture, 1982 (Wet 102 van 1982); (36)

(d) binding or strapping boxes or other containers by hand or by wire tying or strapping machine;

(e) branding, marking or stencilling addresses of consignees on boxes, bags, drums or packages for despatch, or code dating by hand;

(f) checking mass-measurement of filled containers;

(g) controlling the flow of sliced potatoes into or out of a potato crisp cooker;

(h) counting or packing articles, other than packing articles of uniform size and number into containers specially designed to contain such articles;

(i) examining peeled potatoes and removing blemishes from them by hand;

(j) filling tins, casks, boxes, bags, bottles, jars, canisters or other containers by hand or hand-controlled feed to specified mass or volume where the employee exercises control, or taring containers;

(k) fireman;

(l) greasing or oiling plant, machines or vehicles;

(m) inspecting empty or filled containers or other articles for foreign bodies, torn wrappers, discolouration or other obvious defects;

(n) large container hand labeller;

(o) mending bags or sewing bags by hand after being filled;

(p) messenger;

(q) opening or closing cocks or valves under supervision;

(r) removing, emptying, cleaning or replacing sanitary pails or cleaning sewerage pipes or points;

(s) washing by hand or mending or ironing overalls;

(t) wrapping parcels by hand; (62)

(29) "gross combination mass" in relation to a motor vehicle means its gross vehicle mass together with the mass, with load, of any trailer or semi-trailer, drawn by such motor vehicle, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (9)

(30) "gross vehicle mass" in relation to a motor vehicle or a trailer means the maximum mass of such vehicle or trailer and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (10)

(31) "handyman" means an employee, other than an apprentice, artisan's aide or a trainee, who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings but who does not perform work normally done by an artisan; (20)

(32) "heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 9 000 kg but not 16 000 kg; (53)

(33) "large container hand labeller" means an employee who is engaged in labelling by hand containers of a capacity of over 1 kg; (22)

(34) "law" includes the common law; (63)

(35) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (29)

(36) "local authority" means any borough council, city council, municipal council, village management board, divisional council 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 a town council and village council established in terms of section 2 of the Black Local Authorities Act, 1982 (Act 102 of 1982); (45)

(37) "machine handyman" means an employee, other than an apprentice, artisan's aide or a trainee, 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 perform work normally done by an artisan; (34)

(38) "machine minder" means an employee who is engaged in watching and minding a power-driven machine and reports any malfunctioning or stopping of such machine to the machine operator and who may—

(a) start or stop the feed into such machine, including the starting or stopping of an independent power-driven feeder;

(b) feed into or take off from such machine by hand;

(c) stop the machine in the event of its malfunctioning if the machine operator is beyond reach;

but who may not start, re-start or make any adjustment to such machine except under the direct instruction of the machine operator; (35)

(46) "reisende verteenwoordiger" 'n werknemer wat, as 'n reisende verteenwoordiger van 'n bedryfsinrigting, bestellings vra, werf of opneem namens sodanige bedryfsinrigting; (59)

(47) "reisende verteenwoordiger se assistent" 'n werknemer wat 'n reisende verteenwoordiger vergesel en hom met die inpak, uitpak of vertoon van sy monsters help en wat die motorvoertuig wat die reisende verteenwoordiger by die uitvoering van sy werk gebruik, kan dryf; (60)

(48) "sekuriteitswag" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) Goedere, voertuie of mense deursoek;

(b) toesig hou oor een of meer wagte of beheer oor hulle uitoefen;

(c) die beweging van mense of voertuie deur kontrolepunte of hekke kontroleer of verslag daaroor doen, en van wie vereis kan word om enige van of al die pligte voorgeskryf vir 'n wag uit te voer; (51)

(49) "skofwerker" 'n werknemer wat skofwerk verrig in 'n werksaamheid in 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag op vyf of ses dae per week gewerk word; (52)

(50) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie maar ontwerp of aangepas is om deur 'n motorvoertuig getrek te word, en dit omvat 'n leunwa; (57)

(51) "stoker" 'n werknemer wat, onder toesig van 'n ketelbediener, vure in stoomketels maak of aan die brand hou, met inbegrip van stook-, sny- en harkwerk; (21)

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

(53) "swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (32)

(54) "trekker" 'n motorvoertuig, uitgesonderd 'n voorhaker, wat ontwerp of aangepas is hoofsaaklik om ander voertuie te trek en nie om 'n vrag te dra nie; (56)

(55) "vakleerling" 'n werknemer wat in diens is ingevolge 'n kontrak van vakleerlingskap wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is of wat geag word ingevolge daarvan geregistreer te wees, en dit omvat 'n werknemer in diens in 'n ambag wat ingevolge daardie Wet aangewys is of wat geag word ingevolge daarvan aangewys te wees vir 'n tydperk voor die registrasie van 'n kontrak van vakleerlingskap; (1)

(56) "versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, massameet, verpakking, merk, adresseer of versending van goedere of pakkette; (12)

(57) "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 aan die bestuurder verantwoordelik is dat hulle hul pligte doeltreffend verrig; (24)

(58) "wag" 'n werknemer, uitgesonderd 'n sekuriteitswag, wat een of meer van die volgende pligte uitvoer:

(a) 'n Perseel, geboue, strukture of ander vaste of roerende eiendom bewaak, beskerm of patroleer;

(b) honde hanteer of beheer in die uitvoering van een of meer van die pligte in (a) bedoel; (62)

(59) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarin die werkweek van daardie werknemer gewoonlik val; (63)

(60) "werknemer, graad I," 'n werknemer wat een of meer van die volgende masjiene bedien:

(a) Outomatiese etiketteermasjiene;

(b) outomatiese neutbotter- of neutpastavul- of kroonmasjiene;

(c) outomatiese verpakkingsmasjiene;

(d) sakvorm- en vulmasjiene;

(e) koringuitpersmasjiene;

(f) mieliespring- of -bakmasjiene;

(g) swaartekrag- of elektroniese sorteerder;

(h) neutbleikmasjiene;

(i) neutbottermoel;

(j) neutbak- of -braaimasjiene;

(k) aartappelblaartjiekoker;

(l) aartappelwasmasjiene;

(m) stoomverhitte droogmasjiene; (26)

(61) "werknemer, graad II," 'n werknemer wat in een of meer van die volgende hoedanighede in diens is of een of meer van die volgende werksaamhede verrig:

(a) Eerstehulpassistent;

(b) aartappels met kragmasjiene afskil;

(c) kleinhouerhandetiketterder;

(d) omsien na of versorg van een of meer van die masjiene wat in die omskrywing van "werknemer, graad I" gespesifiseer word; (27)

(39) "machine operator" means an employee who operates, attends, starts or stops a power-driven machine, who scrutinises or checks the work done by the machine, who may make minor running adjustments to the machine and who may feed into or take off from such machine, and the expression "operating a machine" has a corresponding meaning; (33)

(40) "manager" means an employee who is charged by his employer with the overall supervision over, responsibility for and direction of the activities of an establishment or a department of an establishment and the employee engaged therein; (7)

(41) "medium motor vehicle" means a motor vehicle the gross vehicle mass or the gross combination mass of which exceeds 3 500 kg but not 9 000 kg; (36)

(42) "messenger" means an employee who is engaged in collecting, sorting, distributing or delivering letters, messages or goods on foot or by means of a bicycle, tricycle or manually propelled vehicle or by means of a two- or three-wheeled motor cycle, motor scooter or autocycle with an engine capacity of not more than 100 cm³ and who may perform any writing in connection with such collecting or delivering and may operate an office stapling or duplicating machine; (8)

(43) "military training" means any period of training or service in terms of the Defence Act, 1957 (Act 44 of 1957); (37)

(44) "mobile hoist operator" means an employee who is engaged in operating a power-driven mobile hoist or forklift truck for the loading, unloading, moving or stacking of goods and includes the driver of a tractor towing one or more trailers within an establishment; (5)

(45) "motor vehicle" means any self-propelled vehicle with an engine capacity exceeding 100 cm³, used for conveying goods, other than a travelling representative's samples, and includes a mechanical horse, a two- or three-wheeled motor cycle, motor scooter or autocycle and a tractor, but does not include a mobile hoist; (38)

(46) "night shift" means any period of work the major portion of which falls between 20h00 and 06h00; (39)

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

(48) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (52)

(49) "public holiday" means New Year's Day (or the succeeding Monday if New Year's Day falls on a Sunday), Good Friday, Ascension Day, Republic Day, Day of the Vow or Christmas Day; (44)

(50) "qualified" in relation to an employee, means that the experience of an employee of his class entitles him to the highest wage rate prescribed for that class, and, conversely, "unqualified" means that his experience in his class does not entitle him to such highest rate; (21)

(51) "security guard" means an employee who is engaged in any one or more of the following duties:

(a) Searching goods, vehicles or persons;

(b) supervising or controlling one or more watchmen;

(c) controlling or reporting on the movement of persons or vehicles through check-points or gates;

and who may be required to perform any one or all of the duties prescribed for a watchman; (48)

(52) "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; (49)

(53) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (26)

(54) "small container hand labeller" means an employee who is engaged in affixing labels by hand to containers with a capacity of 1 kg or less, but does not include the adjustment of labels defectively affixed by machine or the replacing of damaged labels; (24)

(55) "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; (32)

(62) "werknemer, graad III," 'n werknemer wat in een of meer van die volgende hoedanighede in diens is of een of meer van die volgende werksaamhede verrig:

(a) Etikette wat deur 'n masjien verkeer op bottels of flesse opgeplak is, regskeer of etikette op bottels en flesse vervang;

(b) geursel of kleursel onder toesig met die hand aanwend;

(c) drukwerk byeenbring, nagaan of verpak;

(d) kiste of ander houers met die hand of met 'n draadbindmasjien vasmaak of bande daarom sit;

(e) adresse van geadresseerdes op kiste, sakke, trommels of pakkies vir versending brandmerk, merk of sjabloneer of die datum met die hand daarop kodeer;

(f) gevulde houers vir kontroledoelindes massameet;

(g) die vloei van gesnyde aartappels in of uit 'n aartappelblaartjekoker kontroleer;

(h) artikels tel of verpak, uitgesonderd die verpakking van artikels van eenvormige grootte en getal in houers wat spesiaal gemaak is om sodanige artikels te bevat;

(i) afgeskilde aartappels ondersoek en slegte plekke met die hand daarvan verwyder;

(j) blikke, vate, kiste, sakke, bottels, flesse, kanne of ander houers met die hand of handvoerder vul volgens gespesifiseerde massa of hoeveelheid, waarby die werknemer beheer uitoefen, of die eiegewig van die houers bereken;

(k) stoker;

(l) installasies, masjiene of voertuie smeer of olie;

(m) leë of gevulde houers of ander artikels vir vreemde voorwerpe, geskeurde omslae, verkleuring of ander voor-die-hand-liggende gebreke ondersoek;

(n) groothouderhandetiketteerder;

(o) sakke heelmaak of sakke met die hand toewerk nadat hulle gevul is;

(p) bode;

(q) krane of kleppe onder toesig oop- of toemaak;

(r) sanitêre emmers verwyder, leegmaak, skoonmaak of vervang of rioolpype of -punte skoonmaak;

(s) oorpakke met die hand was of heelmaak of stryk;

(t) pakkette met die hand toedraai; (28)

(63) "wet" ook die gemene reg. (34)

3. BESOLDIGING

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

(56) "tractor" means a motor vehicle, other than a mechanical horse, designed or adapted mainly to pull other vehicles and not to carry any load; (54)

(57) "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; (50)

(58) "trainee" means an employee, other than an apprentice, to whom training is being provided in terms of the Manpower Training Act, 1981, in a trade designated or deemed to have been designated in terms of that act; (28)

(59) "travelling representative" means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (46)

(60) "travelling representative's assistant" means an employee who accompanies a travelling representative and assists him in packing, unpacking or displaying his samples and who may drive the motor vehicle used by the travelling representative in the performance of his duties; (47)

(61) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount, but this shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received had he not been employed on such a basis; and "ordinary wage" and "weekly wage" have corresponding meanings; (30)

(62) "watchman" means an employee, other than a security guard, who is engaged in any one or more of the following duties:

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

(b) handling or controlling dogs in the performance of any one or more of the duties referred to in (a); (58)

(63) "week" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls. (59)

3. REMUNERATION

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

(a) Werknemers, uitgesonderd los werknemers:

	In die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg			In die landdrosdistrikte Bloemfontein, Kimberley, Klerksdorp, Odendaarsrus, Oos-Londen, Paarl, Pietermaritzburg, Somerset-Wes, Stellenbosch, Strand, Virginia, Welkom, Wellington, Witbank en Worcester			In alle ander gebiede		
	Vanaf 16-4-84	Vanaf 16-10-84	Vanaf 16-4-85	Vanaf 16-4-84	Vanaf 16-10-84	Vanaf 16-4-85	Vanaf 16-4-84	Vanaf 16-10-84	Vanaf 16-4-85
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Algemene werker	41,50	44,00	46,00	36,00	38,00	40,00	31,50	33,50	35,00
Ambagsman	128,00	135,00	142,50	112,00	118,00	124,00	101,00	104,50	108,50
Ambagsmanshulp—									
gedurende die eerste ses maande ondervinding	54,00	57,00	60,00	47,00	49,50	52,00	41,00	43,50	45,50
daarna	62,00	66,00	69,00	54,00	57,00	60,00	47,00	50,00	52,50
Assistent-voorman	107,00	114,50	119,50	93,50	99,00	104,00	87,50	89,50	91,50
Bediener van 'n mobiele hystoestel—									
gedurende die eerste ses maande ondervinding	47,00	50,00	53,00	41,00	43,50	46,00	36,00	38,00	40,00
daarna	52,00	55,00	57,50	45,00	47,50	50,00	39,50	42,00	43,50
Chauffeur	56,00	57,00	58,00	49,50	50,50	51,50	45,50	46,50	47,50
Drywer van—									
(i) 'n ligte motorvoertuig	56,00	57,00	58,00	49,50	50,50	51,50	45,50	46,50	47,50
(ii) 'n medium motorvoertuig	67,00	70,50	74,00	59,00	61,50	64,00	54,50	55,50	56,50
(iii) 'n swaar motorvoertuig	78,00	82,50	87,00	69,00	72,50	76,00	64,00	65,00	66,00
(iv) 'n ekstra swaar motorvoertuig	87,00	92,00	97,00	75,50	80,00	84,50	68,00	70,50	73,50
Drywer-verkoopsman van—									
(i) 'n ligte of medium motorvoertuig									
gedurende die eerste ses maande ondervinding	80,50	82,50	84,50	70,00	72,00	74,00	65,00	67,00	69,00
daarna	89,00	91,00	93,00	78,00	80,00	82,00	71,00	73,00	75,00
(ii) 'n swaar motorvoertuig—									
gedurende die eerste ses maande ondervinding	91,00	93,50	96,00	80,00	82,00	84,00	73,00	75,00	77,00
daarna	99,00	102,00	105,00	88,00	90,00	92,00	80,00	82,00	84,00
Eerstehulpbediener	66,00	70,00	73,00	57,00	60,50	63,50	51,00	53,00	55,50
Fabrieksklerk—									
gedurende die eerste ses maande ondervinding	48,00	51,50	55,00	42,00	45,00	48,00	36,50	39,00	42,00
daarna	56,00	59,00	62,00	48,50	51,00	54,00	43,00	45,00	47,00
Faktotum	62,00	66,00	69,00	54,00	57,00	60,00	47,00	50,00	52,50

	In die landrodistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg			In die landrodistrikte Bloemfontein, Kimberley, Klerksdorp, Odendaarsrus, Oos-Londen, Paarl, Pietermaritzburg, Somerset-Wes, Stellenbosch, Strand, Virginia, Welkom, Wellington, Witbank en Worcester			In alle ander gebiede		
	Vanaf 16-4-84	Vanaf 16-10-84	Vanaf 16-4-85	Vanaf 16-4-84	Vanaf 16-10-84	Vanaf 16-4-85	Vanaf 16-4-84	Vanaf 16-10-84	Vanaf 16-4-85
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Ketelbediener.....	47,50	50,50	53,00	41,50	43,50	46,00	36,00	38,50	40,00
Klerk—									
gedurende die eerste jaar ondervinding.....	56,00	59,00	62,00	48,50	51,00	54,00	43,00	45,00	47,00
gedurende die tweede jaar ondervinding.....	70,50	74,50	78,00	61,50	64,50	68,00	55,50	57,50	59,50
gedurende die derde jaar ondervinding.....	85,00	90,00	94,50	74,50	78,00	82,00	67,50	69,50	71,50
daarna.....	99,50	105,50	110,50	87,50	91,50	96,00	80,00	82,00	84,00
Masjienfaktotum.....	73,50	78,00	81,50	63,50	67,00	71,00	57,00	59,50	62,00
Onderbaas.....	47,50	50,50	53,00	41,50	43,50	46,00	36,00	38,50	40,00
Reisende verteenwoordiger—									
gedurende die eerste jaar ondervinding.....	93,00	99,00	103,50	84,50	87,00	90,00	80,00	82,00	84,00
gedurende die tweede jaar ondervinding.....	102,00	108,50	113,00	92,00	95,00	98,50	87,50	89,50	91,50
gedurende die derde jaar ondervinding.....	111,00	118,00	123,00	99,00	103,00	107,00	94,50	96,50	98,50
gedurende die vierde jaar ondervinding.....	119,50	127,00	133,00	106,50	111,00	115,50	102,00	104,00	106,00
daarna.....	128,50	136,50	142,50	114,00	119,00	124,00	109,00	111,00	113,00
Reisende verteenwoordiger se assistent.....	56,00	57,00	58,00	49,50	50,50	51,50	45,50	46,50	47,50
Sekuriteitswag.....	56,00	59,50	62,00	48,50	51,50	54,00	42,50	45,00	47,00
Voorman.....	131,50	140,50	147,00	116,00	121,50	128,00	103,00	107,50	112,00
Wag.....	48,00	51,50	55,00	42,00	45,00	48,00	36,50	39,00	42,00
Werknemer, graad I—									
gedurende die eerste ses maande ondervinding.....	48,00	51,00	54,00	42,00	44,50	47,00	36,50	38,50	41,00
gedurende die tweede ses maande ondervinding.....	51,00	54,00	58,00	44,50	47,50	50,50	38,50	41,00	44,00
daarna.....	54,50	57,50	62,00	47,00	50,50	54,00	41,00	44,00	47,00
Werknemer, graad II—									
gedurende die eerste drie maande ondervinding.....	44,00	46,50	49,50	37,50	40,00	43,00	33,00	35,00	37,50
gedurende die tweede drie maande ondervinding.....	46,00	48,50	51,50	39,50	42,00	45,00	34,50	36,50	39,00
daarna.....	48,00	51,00	54,00	42,00	44,50	47,00	36,50	38,50	41,00
Werknemer, graad III.....	44,00	46,50	49,50	37,50	40,00	43,00	33,00	35,00	37,50
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie.....	47,50	50,50	53,00	41,50	43,50	46,00	36,00	38,50	40,00

(a) Employees, other than casual employees:

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg			In the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Odendaalsrus, Paarl, Pietermaritzburg, Somerset West, Stellenbosch, Strand, Virginia, Welkom, Wellington, Witbank and Worcester			In all other areas		
	From 16-4-84	From 16-10-84	From 16-4-85	From 16-4-84	From 16-10-84	From 16-4-85	From 16-4-84	From 16-10-84	From 16-4-85
	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week
	R	R	R	R	R	R	R	R	R
Artisan.....	128,00	135,00	142,50	112,00	118,00	124,00	101,00	104,50	108,50
Artisan's aide—									
during the first six months of experience	54,00	57,00	60,00	47,00	49,50	52,00	41,00	43,50	45,50
thereafter	62,00	66,00	69,00	54,00	57,00	60,00	47,00	50,00	52,50
Assistant foreman	107,00	114,50	119,50	93,50	99,00	104,00	87,50	89,50	91,50
Boiler attendant	47,50	50,50	53,00	41,50	43,50	46,00	36,00	38,50	40,00
Chargehand	47,50	50,50	53,00	41,50	43,50	46,00	36,00	38,50	40,00
Chauffeur	56,00	57,00	58,00	49,50	50,50	51,50	45,50	46,50	47,50
Clerk—									
during the first year of experience	56,00	59,00	62,00	48,50	51,00	54,00	43,00	45,00	47,00
during the second year of experience	70,50	74,50	78,00	61,50	64,50	68,00	55,50	57,50	59,50
during the third year of experience	85,00	90,00	94,50	74,50	78,00	82,00	67,50	69,50	71,50
thereafter	99,50	105,50	110,50	87,50	91,50	96,00	80,00	82,00	84,00
Driver of—									
(i) a light motor vehicle	56,00	57,00	58,00	49,50	50,50	51,50	45,50	46,50	47,50
(ii) a medium motor vehicle	67,00	70,50	74,00	59,00	61,50	64,00	54,50	55,50	56,50
(iii) a heavy motor vehicle	78,00	82,50	87,00	69,00	72,50	76,00	64,00	65,00	66,00
(iv) an extra heavy motor vehicle	87,00	92,00	97,00	75,50	80,00	84,50	68,00	70,50	73,50
Driver-salesman driving—									
(i) a light or medium motor vehicle—									
during the first six months of experience	80,50	82,50	84,50	70,00	72,00	74,00	65,00	67,00	69,00
thereafter	89,00	91,00	93,00	78,00	80,00	82,00	71,00	73,00	75,00
(ii) a heavy motor vehicle—									
during the first six months of experience	91,00	93,50	96,00	80,00	82,00	84,00	73,00	75,00	77,00
thereafter	99,00	102,00	105,00	88,00	90,00	92,00	80,00	82,00	84,00
Factory clerk—									
during the first six months of experience	48,00	51,50	55,00	42,00	45,00	48,00	36,50	39,00	42,00
thereafter	56,00	59,00	62,00	48,50	51,00	54,00	43,00	45,00	47,00

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg			In the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Odendaalsrus, Paarl, Pietermaritzburg, Somerset West, Stellenbosch, Strand, Virginia, Welkom, Wellington, Witbank and Worcester			In all other areas		
	From 16-4-84	From 16-10-84	From 16-4-85	From 16-4-84	From 16-10-84	From 16-4-85	From 16-4-84	From 16-10-84	From 16-4-85
	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week
	R	R	R	R	R	R	R	R	R
First-aid attendant.....	66,00	70,00	73,00	57,00	60,50	63,50	51,00	53,00	55,50
Foreman.....	131,50	140,50	147,00	116,00	121,50	128,00	103,00	107,50	112,00
General worker.....	41,50	44,00	46,00	36,00	38,00	40,00	31,50	33,50	35,00
Grade I employee—									
during the first six months of experience.....	48,00	51,00	54,00	42,00	44,50	47,00	36,50	38,50	41,00
during the second six months of experience.....	51,00	54,00	58,00	44,50	47,50	50,50	38,50	41,00	44,00
thereafter.....	54,50	57,50	62,00	47,00	50,50	54,00	41,00	44,00	47,00
Grade II employee—									
during the first three months of experience.....	44,00	36,50	49,50	37,50	40,00	43,00	33,00	35,00	37,50
during the second three months of experience.....	46,00	48,50	51,50	39,50	42,00	45,00	34,50	36,50	39,00
thereafter.....	48,00	51,00	54,00	42,00	44,50	47,00	36,50	38,50	41,00
Grade III employee.....	44,00	46,50	49,50	37,50	40,00	43,00	33,00	35,00	37,50
Handyman.....	62,00	66,00	69,00	54,00	57,00	60,00	47,00	50,00	52,50
Machipe handyman.....	73,50	78,00	81,50	63,50	67,00	71,00	57,00	59,50	62,00
Mobile hoist operator—									
during the first six months of experience.....	47,00	50,00	53,00	41,00	43,50	46,00	36,00	38,00	40,00
thereafter.....	52,00	55,00	57,50	45,00	47,50	50,00	39,50	42,00	43,50
Security guard.....	56,00	59,50	62,00	48,50	51,50	54,00	42,50	45,00	47,00
Travelling representative—									
during the first year of experience.....	93,00	99,00	103,50	84,50	87,00	90,00	80,00	82,00	84,00
during the second year of experience.....	102,00	108,50	113,00	92,00	95,00	98,50	87,50	89,50	91,50
during the third year of experience.....	111,00	118,00	123,00	99,00	103,00	107,00	94,50	96,50	98,50
during the fourth year of experience.....	119,50	127,00	133,00	106,50	111,00	115,50	102,00	104,00	106,00
thereafter.....	128,50	136,50	142,50	114,00	119,00	124,00	109,00	111,00	113,00
Travelling representative's assistant.....	56,00	57,00	58,00	49,50	50,50	51,50	45,50	46,50	47,50
Watchman.....	48,00	51,50	55,00	42,00	45,00	48,00	36,50	39,00	42,00
Employee not elsewhere specifically mentioned in this subclause.....	47,50	50,50	53,00	41,50	43,50	46,00	36,00	38,50	40,00

(b) *Los werknemers*.—Vir elke dag of gedeelte van 'n dag diens, uitgesonderd 'n openbare vakansiedag bedoel in klousule 2 (49), of 'n Sondag, minstens—

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

(ii) een sesde, indien sodanige maksimum agt en 'n half is;

van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied wat dieselfde klas werk verrig as wat van die los werknemer vereis word: Met dien verstande dat—

(i) waar die werkgever van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" beteken die weekloon wat vir 'n werknemer van daardie klas voorgeskryf word wat geregtig is op die hoogste loonskaal op grond van ondervinding;

(ii) waar die werkgever van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent verminder kan word 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 klousule 4 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat by klousule (1), gelees met die omskrywing van "loon" in klousule 2 en met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word afgesien daarvan of hy in daardie week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

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

(a) 'n hoër loon as dié van sy eie klas; of

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

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

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

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

Met dien verstande dat—

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

(ab) tensy daar in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vastelling só uitgelê mag word nie 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 sodanige werknemer voorgeskryf word.

(4) *Loonberekening*.—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat sodanige werknemer normaalweg in enige week werk, wat hoogstens die gewone werkure voorgeskryf is vir 'n werknemer van sy klas in klousule 5.

(b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal dae wat hy gewoonlik per week werk.

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

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

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

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

(i) 23c indien die enjinkapasiteit van die voertuig waarin die werknemer aldus gereis het, hoogstens 1 300 cm³ is;

(ii) 29c indien die enjinkapasiteit van sodanige voertuig meer as 1 300 cm³ maar hoogstens 2 500 cm³ is;

(iii) 35c indien die enjinkapasiteit van sodanige voertuig meer as 2 500 cm³ is.

(b) *Casual employees*.—For each day or part of a day of employment, other than a public holiday referred to in clause 2 (49), or a Sunday, not less than—

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

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

of the weekly wage prescribed for an employee in the same area who performs the same class of work as the casual employee is required to do: Provided that—

(i) where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for an employee of that class who is entitled to the highest wage tariff on the grounds of experience;

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

(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) as read with the definition of "wage" in clause 2 and with subclause (3), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 5 or less.

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

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

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

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

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

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

Provided that—

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

(ab) 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 normally worked by such employee in any week, which shall not be in excess of the ordinary hours of work prescribed for an employee of his class in clause 5.

(b) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of days normally worked by him in a week.

(c) The monthly wage of an employee shall be four and a third times his weekly wage.

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

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

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

(i) 23c if the engine capacity of the vehicle in which the employee so travelled does not exceed 1 300 cm³;

(ii) 29c if the engine capacity of such vehicle exceeds 1 300 cm³ but not 2 500 cm³;

(iii) 35c if the engine capacity of such vehicle exceeds 2 500 cm³.

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

(a) 'n reisende verteenwoordiger wat op enige reis wat hy by die uitvoering van sy pligte onderneem, vir 'n langer tydperk as ses agtereenvolgende ure van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is, moet sy werkgewer—

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

(ii) hom 'n onderhoudstoelae van minstens R23 vir elke nag betaal as sodanige afwesigheid oor een of meer nagte strek;

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

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

(ii) hom 'n onderhoudstoelae van minstens R11 vir elke nag betaal as sodanige afwesigheid oor een of meer nagte strek;

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

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

(b) 'n Werk-gewer kan van sy reisende verteenwoordiger vereis om elke eis so op te stel dat dit weergee, in die geval van—

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

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

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

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

(8) *Nagskofftoelae.*—(a) 'n Werk-gewer wat van sy werknemer, uitgeson-derd 'n los werknemer, vereis of hom toelaat om nagskof te werk, moet aan sodanige werknemer benewens sy loon 'n toelae betaal van minstens 10 persent van sy uurloon vir elke uur of gedeelte van 'n uur wat sodanige werknemer nagskof binne sy gewone werkure gewerk het.

(b) Paragraaf (a) is nie van toepassing nie op 'n eethuiswerknemer, 'n chauffeur, 'n eerstehulpbediener, 'n sekuriteitswag, 'n wag, 'n werknemer bedoel in klousule 5 (7) of 'n werknemer wie se teenwoordigheid snags nodig is in verband met die ontwikkeling van lig of krag.

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

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepa-lings van klousules 3 (7) en 6 (4), moet 'n bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, tweewekliks of maandeliks in kontant of, indien die werknemer daartoe instem, per tjek betaal word gedurende die werkure of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer (of in die geval van 'n skofwerker, op 'n tydstop waaroor sodanige werkgewer ooreengekom het en wat gedurende die gewone kan-toorure van die bedryfsinrigting moet wees, maar nie later as 24 uur na die gewone betaaldag) of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde koevert of hou-er wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

(a) die werkgewer se naam;

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

(c) die tydperk waarvoor die betaling geskied;

(d) die getal gewone werkure wat die werknemer gewerk het;

(e) die getal ure wat die werknemer oortyd gewerk het;

(f) die getal ure wat die werknemer op 'n Sondag of 'n openbare vakansiedag in klousule 2 (49) bedoel, gewerk het;

(g) die werknemer se loon;

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

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

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

(ii) pay him a subsistence allowance of not less than R23 for each night where such absence extends over one or more nights;

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

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

(ii) pay him a subsistence allowance of not less than R11 for each night where such absence extends over one or more nights;

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

(7) *Payment of transport and subsistence allowances and expenses.*—(a) An employer shall pay any allowances and expenses payable to an employee in terms of subclauses (5) and (6) within seven days of the employee's written claim therefor: Provided that an employee shall submit any such claims within one month of the time at which he has become entitled thereto but shall not submit more than one claim in any one week.

(b) An employer may require his travelling representative to frame any claim so that it shall reflect, in the case of—

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

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

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

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

(8) *Night shift allowance.*—(a) An employer who requires or permits his employee, other than a casual employee, to work night shift shall pay such employee, in addition to his wage, an allowance at a rate of not less than 10 per cent of his hourly wage for each hour or part of an hour worked by such employee on night shift within his ordinary hours of work.

(b) Paragraph (a) shall not apply to a canteen employee, a chauffeur, a first-aid attendant, a security guard, a watchman, an employee referred to in clause 5 (7) or an employee whose attendance is necessary at night, in connection with the generation of light or power.

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

4. PAYMENT OF REMUNERATION

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

(a) the employer's name;

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

(c) the period in respect of which payment is made;

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

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

(f) the number of hours worked by the employee on a Sunday or a public holiday referred to in clause 2 (49);

(g) the employee's wage;

(h) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;

(i) besonderhede van enige bedrae wat afgetrek is; en

(j) die werklike bedrag wat aan die werknemer betaal word;

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

(i) die besonderhede hierbo voorgeskryf, in 'n kode op sodanige koevert of houer of in sodanige staat aangeteken kan word, welke kode volledig uiteengesit en verduidelik moet word in 'n kennisgewing wat op 'n opsigtelike plek in die bedryfsinrigting opgeplak moet bly en toeganklik moet wees vir alle werknemers wat daardeur geraak word;

(ii) op die skriftelike versoek van die werknemer, die bedrag aan hom verskuldig, gestort kan word in sy bouvereniging- of bankrekening deur sy werkgever wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig

(iii) die inligting bedoel in subparagrafe (d), (e) en (f) hoef nie verstrek te word te opsigte van 'n werknemer bedoel in klousule 5 (7) nie.

(2) *Los werknemer.*—'n Werkgever moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens kontant aan hom betaal, maar minstens een maal per week.

(3) *Premies.*—Behoudens die bepalinge van 'n ander wet mag geen betaling deur of namens 'n werknemer regstreeks of onregstreeks vir die indiensneming of opleiding van daardie werknemer aan 'n werkgever betaal of deur hom aangeneem word nie.

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

(5) *Akkommodasie, etes en/of rantsoene.*—Behoudens die bepalinge van die Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om akkommodasie of etes of rantsoene van enigiemand of op enige plek deur hom aangewys, aan te neem nie.

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

(a) Met die skriftelike toestemming van sy werknemer 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, mediese hulp-, spaar-, voorsorgs- of pensioenfonds, of vir ledegelede aan 'n vakvereniging;

(b) behoudens andersluidende bepalinge in hierdie Vaststelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(c) enige bedrag wat 'n werkgever regtens of ingevolge 'n bevel van 'n bevoegde hof moet of kan aftrek;

(d) wanneer 'n werknemer daartoe instem of daar ingevolge die Swartes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om akkommodasie of etes of rantsoene van sy werkgever aan te neem, 'n bedrag van hoogstens—

	Per week	Per maand
	R	R
(i) Akkommodasie.....	1,50	6,50
(ii) Etes of rantsoene	3,00	13,00

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

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

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

(iii) geen aftrekking in die geval 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 werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

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

(i) 'n bankinstelling, bouvereniging, versekeringsonderneming, plaaslike owerheid, geregistreerde finansiële instelling of die Staat ten opsigte van 'n betaling vir 'n lening toegestaan aan sodanige werknemer om 'n woonhuis aan te koop;

(ii) 'n organisasie of liggaam ten opsigte van die huur van 'n woonhuis of huisvesting in 'n hostel wat sodanige werknemer bewoon, as sodanige woonhuis of hostel deur bemiddeling van sodanige organisasie of liggaam verskaf word uitsluitlik of gedeeltelik met fondse vir dié doel voorgeskiet deur die Staat of 'n organisasie of liggaam in paragraaf (i) hiervan bedoel.

(h) details of any other remuneration arising out of the employee's employment;

(i) details of any deductions made; and

(j) the actual amount paid to the employee;

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

(i) the particulars prescribed above may be recorded on such envelope or container or in such statement in code which code shall be fully set out and explained in a notice kept posted in some conspicuous place in the establishment, accessible to all employees affected thereby;

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

(iii) the information relating to subparagraphs (d), (e) and (f) need not be furnished in respect of an employee referred to in clause 5 (7).

(2) *Casual employee.*—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment, but at least once a week.

(3) *Premiums.*—Subject to the provisions of any other law no payment by an employee or paid on his behalf shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that 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) *Accommodation, meals and/or rations.*—Save as provided in the Blacks (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to accept accommodation or meals or rations from any person or at any place nominated by him.

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

(a) With the written consent of his employee, a deduction for a holiday, sick, medical, insurance, savings, provident or pension fund or subscriptions to a trade union;

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

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

(d) whenever an employee is required in terms of the Blacks (Urban Areas) Consolidation Act, 1945, or agrees to accept accommodation or meals or rations from his employer, a deduction not exceeding the amounts specified hereunder—

	Per week	Per month
	R	R
(i) Accommodation.....	1,50	6,50
(ii) Meals or rations	3,00	13,00

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

(i) such deduction shall not exceed one third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;

(ii) no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work-day of his intention to reduce the ordinary hours of work;

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

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

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

(ii) any organisation or body in respect of the rent of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such organisation or body wholly or partially from funds advanced for that purpose by the State or an organisation or body referred to in paragraph (i) hereof.

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, in die geval van—

(a) 'n los werknemer in 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting waarin die werknemers—

- (i) hoogstens vyf dae per week werk—nege en 'n kwart op 'n dag;
- (ii) meer as vyf dae per week werk—agt en 'n half op 'n dag;

(b) 'n sekuriteitswag en 'n wag—

(i) 60 in 'n week van Maandag tot en met Saterdag, en

(ii) behoudens subparagraaf (i), in die geval van 'n sekuriteitswag of 'n wag wat gewoonlik—

(aa) hoogstens vyf dae per week werk—12 op 'n dag;

(ab) meer as vyf dae per week werk—10 op 'n dag;

(c) 'n skofwerker—

(i) 46 in 'n week van Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i), in die geval van 'n skofwerker wat gewoonlik—

(aa) hoogstens vyf dae per week werk—nege en 'n kwart op 'n dag;

(ab) meer as vyf dae per week werk—agt op 'n dag;

(d) enige ander werknemer—

(i) 46 in 'n week van Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i), in die geval van 'n werknemer wat gewoonlik—

(aa) hoogstens vyf dae per week werk—nege en 'n kwart dag;

(ab) meer as vyf dae per week werk, agt op 'n dag, tensy die ure op een dag hoogsens vyf is, in welke geval die ure op enige van die ander dae tot agt en half verleng kan word.

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

(i) 'n werkgewer met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer Afdelingsinspekteur, Departement van Mannekrag, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

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

(iii) as sodanige pouse langer as een uur is, behalwe waar voorbehoudsbepaling (vii) van toepassing is, enige tydperk wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;

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

(v) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word;

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

(vii) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik persele of voertuie wat vir die vervoer van passasiers gebruik word, skoonmaak, waar sodanige pouse langer as drie uur is, enige tyd wat die uur te bowe gaan, geag word deel van die gewone werkure te maak:

Met dien verstande dat hierdie subklousule nie van toepassing is nie op—

(i) 'n werknemer terwyl hy noodwerk verrig;

(ii) 'n sekuriteitswag of 'n wag: Met dien verstande dat indien so 'n werknemer 'n etenspouse toegestaan is, die tyd in beslag geneem deur sodanige pouse vir die toepassing van subklousule (1) beskou word as tyd wat hy gewerk het.

(3) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan so na as doenlik aan die middel van elke eerste werktydperk en tweede werktydperk van die dag, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en daar word geag dat sodanige pouse deel van die gewone werkure van sodanige werknemer uitmaak: Met dien verstande dat, waar 'n werkgewer 'n ruspouse van minstens 20 minute gedurende elke voormiddagwerktydperk aan sy werknemer toestaan, die namiddagpouse agterweë gelaat kan word: Met dien verstande verder dat hierdie subklousule nie van toepassing is nie op—

(i) 'n werknemer terwyl hy noodwerk verrig;

(ii) 'n chauffeur, 'n drywer, 'n drywer-verkoopsman of 'n werknemer wat sodanige drywer of drywer-verkoopsman vergesel;

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, in the case of—

(a) a casual employee in an establishment or portion of an establishment in which the employees work—

(i) on not more than five days per week—nine and a quarter on any day;

(ii) on more than five days a week—eight and a half on any day;

(b) a security guard and a watchman—

(i) 60 in any week from Monday to Saturday, inclusive; and

(ii) subject to subparagraph (i), in the case of a security guard or a watchman who normally works—

(aa) on not more than five days in a week—12 on any day;

(ab) on more than five days in a week—10 on any day;

(c) a shift worker—

(i) 46 in any week from Monday to Saturday, inclusive; and

(ii) subject to subparagraph (i), in the case of a shift worker who normally works—

(aa) on not more than five days in a week—nine and a quarter on any day;

(ab) on more than five days in a week—eight on any day;

(d) any other employee—

(i) 46 in any week from Monday to Saturday, inclusive; and

(ii) subject to subparagraph (i), in the case of an employee who normally works—

(aa) on not more than five days in a week—nine and a quarter on any day;

(ab) on more than five days in a week, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and one half.

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

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

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

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

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

(v) when on any day by reason of overtime worked an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;

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

(vii) in the case of an employee who is wholly or mainly engaged in cleaning premises or vehicles used for the transportation of passengers, if such interval be longer than three hours, any period in excess of three hours shall be deemed to form part of the ordinary hours of work:

Provided that this subclause shall not apply to—

(i) an employee while he is engaged on emergency work;

(ii) a security guard or a watchman: Provided that if such an employee was allowed a meal interval, the time taken up by such interval shall for the purposes of subclause (1) be regarded as time worked by him.

(3) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each first work period and second work period of the day, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee: Provided that where an employer grants his employee a rest interval of not less than 20 minutes during each morning work period, the afternoon rest interval may be dispensed with: Provided further that this subclause shall not apply to—

(i) an employee while he is engaged on emergency work;

(ii) a chauffeur, a driver, a driver-salesman or an employee accompanying such driver or driver-salesman;

(iii) 'n sekuriteitswag of 'n wag: Met dien verstande dat indien so 'n werknemer 'n rouspouse toegestaan is, die tyd in beslag geneem deur sodanige pouse vir die toepassing van subklousule (1) beskou word as tyd te wees wat hy gewerk het.

(4) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalings van subklousules (2) en (3) moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees: Met dien verstande dat hierdie subklousule nie op 'n werknemer wat noodwerk verrig, van toepassing is nie.

(5) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer, uitgesonderd 'n werknemer wat noodwerk verrig, vereis of hom toelaat om langer oortyd te werk nie as, in die geval van—

- (a) 'n los werknemer, twee uur op 'n dag;
- (b) 'n sekuriteitswag en 'n wag, 12 uur in 'n week;
- (c) enige ander werknemer, drie uur op 'n dag en 10 uur in 'n week.

(6) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen 'n skaal van minstens, in die geval van—

- (a) '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) '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.

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

- (i) 'n reisende verteenwoordiger of 'n reisende verteenwoordiger se assistent; en
- (ii) enige ander klas werknemer indien en solank so 'n werknemer gereeld 'n loon ontvang van—

- (a) minstens R1 200 per maand in die volgende gebiede:

Transvaal.—Die landdrostrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Heidelberg, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom en die munisipale gebied Witbank;

Kaaprovinsie.—Die landdrostrikte Bellville, Die Kaap, Goodwood, Kuilsrivier, Oos-Londen, Paarl, Port Elizabeth, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Wellington en Wynberg en die munisipale gebied Kimberley;

Natal.—Die landdrostrikte Durban, Inanda, Pinetown en Pietermaritzburg;

Oranje-Vrystaat.—Die munisipale gebiede Bloemfontein, Odendaalsrus, Sasolburg, Virginia en Welkom;

- (b) minstens R1 100 per maand in die volgende gebiede:

Transvaal.—Die landdrostrikte Delmas, Hoëveldrif en Witrivier en die munisipale gebiede Brits, Ermelo, Lichtenburg, Middelburg, Nelspruit, Pietersburg, Potgietersrus, Rustenburg en Tzaneen;

Kaaprovinsie.—Die landdrostrikte George, Knysna, Mosselbaai, Oudtshoorn, Vredenburg en Worcester en die munisipale gebiede Grahamstad, King William's Town, Queenstown, Upington en Vryburg;

Natal.—Die landdrostrikte Camperdown, Dannhauser, Dundee, Eshowe, Estcourt, Glencoe, Kliprivier, Lions River, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Port Shepstone, Umzinto en Vryheid;

Oranje-Vrystaat.—Die munisipale gebiede van Bethlehem, Harri-smith en Kroonstad;

- (c) minstens R1 000 per maand in enige gebied wat nie in paragraaf (a) en (b) hierbo ingesluit is nie.

6. JAARLIKSE VERLOF

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

- (a) 'n sekuriteitswag of 'n wag wie se gewone werkure hoogstens 48 in 'n week is en wat gewoonlik—
 - (i) hoogstens vyf dae per week werk, 15 agtereenvolgende werkdae;
 - (ii) meer as vyf dae per week werk, 18 agtereenvolgende werkdae;
- (b) 'n reisende verteenwoordiger, 'n reisende verteenwoordiger se assistent, 'n sekuriteitswag of 'n wag, uitgesonderd 'n sekuriteitswag of 'n wag bedoel in paragraaf (a), wat gewoonlik—
 - (i) hoogstens vyf dae per week werk, 20 agtereenvolgende werkdae;
 - (ii) meer as vyf dae per week werk, 24 agtereenvolgende werkdae;
- (c) enige ander werknemer wat gewoonlik—
 - (i) hoogstens vyf dae per week werk, 15 agtereenvolgende werkdae;
 - (ii) meer as vyf dae per week werk, 18 agtereenvolgende werkdae;

(iii) a security guard or a watchman: Provided that if such an employee was allowed a rest interval, the time taken up by such interval shall for the purposes of subclause (1), be regarded as time worked by him.

(4) *Hours of work to be consecutive.*—Save as provided in subclauses (2) and (3), all hours of work of an employee on any day shall be consecutive: Provided that this subclause shall not apply to an employee engaged on emergency work.

(5) *Limitation of overtime.*—An employer shall not require or permit an employee, other than an employee engaged on emergency work, to work overtime otherwise than in terms of an agreement concluded by him with his employee and provided that such overtime shall not be more than, in the case of—

- (a) a casual employee, two hours on any day;
- (b) a security guard and a watchman, 12 hours in any week;
- (c) any other employee, 3 hours on any day and 10 hours in any week.

(6) *Payment for overtime.*—An employer shall pay an employee who works overtime at any rate of not less than, in the case of—

- (a) 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) 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.

(7) *Savings.*—This clause shall not apply to—

- (i) a travelling representative or a travelling representative's assistant; and
- (ii) any other class of employee if and for so long as such an employee is in receipt of a regular wage at a rate of—

- (a) not less than R1 200 per month in the following areas:

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Heidelberg, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom and the municipal area of Witbank;

Cape Province.—The Magisterial Districts of Bellville, The Cape, Goodwood, Kuils River, East London, Paarl, Port Elizabeth, Simon's Town, Somerset West, Stellenbosch, Strand, Uitenhage, Wellington and Wynberg and the municipal area of Kimberley;

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

Orange Free State.—The municipal areas of Bloemfontein, Odendaalsrus, Sasolburg, Virginia and Welkom;

- (b) not less than R1 100 per month in the following areas:

Transvaal.—The Magisterial Districts of Delmas, Highveld Ridge and White River and the municipal areas of Brits, Ermelo, Lichtenburg, Middelburg, Nelspruit, Pietersburg, Potgietersrus, Rustenburg and Tzaneen;

Cape Province.—The Magisterial Districts of George, Knysna, Mossel Bay, Oudtshoorn, Vredenburg and Worcester and the municipal areas of Grahamstown, King William's Town, Queenstown, Upington and Vryburg;

Natal.—The Magisterial Districts of Camperdown, Dannhauser, Dundee, Eshowe, Estcourt, Glencoe, Klip River, Lions River, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Port Shepstone, Umzinto and Vryheid;

Orange Free State.—The municipal areas of Bethlehem, Harrismith and Kroonstad;

- (c) not less than R1 000 per month in any area not included in paragraphs (a) and (b) hereof.

6. ANNUAL LEAVE

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

- (a) a security guard or a watchman whose normal hours of work do not exceed 48 in any week and who normally works—
 - (i) on not more than five days per week, 15 consecutive work-days' leave;
 - (ii) on more than five days per week, 18 consecutive work-days' leave;
- (b) a travelling representative, a travelling representative's assistant, a security guard or a watchman, other than a security guard or a watchman referred to in paragraph (a), who normally works—
 - (i) on not more than five days per week, 20 consecutive work-days' leave;
 - (ii) on more than five days per week, 24 consecutive workdays' leave;
- (c) any other employee who normally works—
 - (i) on not more than five days per week, 15 consecutive work-days' leave;
 - (ii) on more than five days per week, 18 consecutive workdays' leave;

en die werknemer moet sodanige verlof neem en die werkgever moet sodanige werknemer ten opsigte van sodanige verlof betaal, in die geval van—

(a) 'n werknemer in paragraaf (a) of (c) bedoel, 'n bedrag van minstens drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het;

(b) 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens vier maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het:

Met dien verstande dat, by die toepassing van hierdie klousule—

(i) die weekloon van 'n reisende verteenwoordiger wat kommissiewerk doen, bereken word deur die besoldiging wat uit hoofde van sy ooreenkoms ingevolge klousule 9 (2) aan hom betaalbaar is ten opsigte van die 12 maande onmiddellik voor die datum waarop die verlof hom toekom, deur 52 te deel of, indien hy minder as 12 maande aldus gewerk het, deur die totale besoldiging wat aldus vir sodanige dienstydperk aan hom betaalbaar is, deur die getal voltooide weke in sodanige tydperk te deel;

(ii) die weekloon wat 'n werknemer wat stukwerk verrig, op enige datum ontvang het, geag word die gemiddelde loon te wees vir die voorafgaande 13 weke of, indien hy 'n korter tydperk gewerk het, vir die getal voltooide weke wat hy aldus gewerk het.

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

(a) as sodanige verlof nie eerder verleen is nie, dit, behoudens subklousule (3), so verleen en geneem moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die 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 en die werknemer sodanige verlof moet neem met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

(b) die verloftydperk nie mag saamval nie met—

(i) siekteverlof ingevolge klousule 7 of met afwesigheid van die werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), wat altesaam hoogstens 10 weke in 'n tydperk van 12 maande behoort;

(ii) 'n tydperk waartydens die werknemer kennis van diensbeëindiging ingevolge klousule 12 uitdien; of

(iii) 'n tydperk waartydens die werknemer militêre opleiding ondergaan;

(c) '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 verloftydperk 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 dat—

(i) sodanige werknemer die versoek doen uiterlik vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en

(ii) die werkgever die datum van ontvangs van die 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) en met subklousule (8), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word of moet op skriftelike versoek van die werknemer uiterlik op die eerste betaaldag na verstryking van die verloftydperk van sodanige werknemer 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 voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens, in die geval van—

(a) 'n werknemer in subklousule (1) (a) of (c) bedoel, een kwart, en

(b) 'n werknemer in subklousule (1) (b) bedoel, een derde,

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever 'n eweredige bedrag kan aftrek ten opsigte van 'n tydperk van geleentheidsverlof wat hy met volle betaling aan 'n werknemer op laasgenoemde se skriftelike versoek verleen het: Voorts met dien verstande dat, behoudens klousule 12 (4) 'n werknemer—

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

and the employee shall take such leave and the employer shall pay such employee in respect of such leave, in the case of—

(a) an employee referred to in paragraph (a) or (c), 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;

(b) an employee referred to in paragraph (b), an amount of not less than four times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced:

Provided that for the purposes of this clause—

(i) the weekly wage of a travelling representative who is employed on commission work shall be calculated by dividing the remuneration payable to him by virtue of this agreement in accordance with clause 9 (2) in respect of the 12 months immediately preceding the date of the accrual of his leave by 52 or, if he has had less than 12 months of such employment, by dividing the total remuneration so payable to him during the period of his employment by the number of completed weeks in such period;

(ii) the weekly wage at any date of any employee who is engaged on piecework shall be deemed to be the average wage for the preceding 13 weeks or, if a lesser period has been worked, for the number of completed weeks so worked.

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

(a) if such leave has not been granted earlier, it shall, save as provided in subclause (3) be granted and be taken so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing, before the expiration of the said period of four months, the employer shall grant such leave to the employee and the employee must take such leave 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 in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) amounting in the aggregate in any period of 12 months to not more than 10 weeks;

(ii) any period during which the employee is under notice of termination of employment in terms of clause 12; or

(iii) any period during which the employee is doing military training;

(c) 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), and with subclause (8), shall be paid not later than the last work-day before the date of commencement of the leave or, on the written request of the employee, be paid not later than the first pay-day after the expiration of the period of leave of such employee.

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

(a) an employee referred to in subclause (1) (a) or (c), one fourth, and

(b) an employee referred to in subclause (1) (b), one third,

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 on full pay at his written request: Provided further that, subject to clause 12 (4), an employee—

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

(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 op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof verleen is en geneem is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het indien die verlof op die datum van diensbeëindiging aan hom verleen is en deur hom geneem is.

(7) By die toepassing van hierdie klousule word die uitdrukkings "diens" en "dienstydperk" 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 die omstandighede in klousule 7 (4) (a) of (b) uiteengesit; of

(iii) op las of versoek van sy werkgewer;

en wel tot altesaam hoogstens 10 weke in 'n tydperk van 12 maande; en

(c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van sodanige opleiding in 'n tydperk van 12 maande diens as diens te eis nie;

en word diens geag te begin—

(i) in die geval van 'n werknemer wat, voordat hierdie Vasstelling bindend geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat, voordat hierdie Vasstelling bindend geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar wat nog nie daar kragtens op 'n tydperk van verlof geregtig geword het nie, op die aangsdatum 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 vir 21 agtereenvolgende dae sluit, en in daardie geval moet hy sy werkgewer kragtens subklousule (1) of kragtens paragraaf (c) hiervan, na gelang van die geval, besoldig.

(b) Wanneer Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag gevier word op 'n dag wat andersins 'n werkdag vir 'n werknemer sou gewees het en wat binne die geslote tydperk bedoel in paragraaf (a) val, moet nog 'n werkdag by genoemde geslote tydperk gevoeg word as 'n verdere verloftydperk, en die werknemer moet 'n bedrag van minstens sy dagloon betaal word ten opsigte van elke sodanige dag bygevoeg.

(c) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting of die deel daarvan waarin hy werksaam is, nie op die volle tydperk van die jaarlikse verlof voorgeskryf by klousule (1) (a), (b) of (c) geregtig is nie, moet, ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in subklousule (5) uiteengesit, 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, sluit.

(9) 'n Werknemer moet nie gedurende 'n werknemer se verlof bedoel in subklousule (1) (a), (b) of (c) van daardie werknemer vereis of hom toelaat om werk te verrig as sy werknemer nie, en hy mag ook nie met 'n werknemer ooreenkom om hom 'n bedrag te betaal in plaas van verlof waarop hy geregtig is nie of sodanige bedrag aan hom betaal nie.

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, in die geval van—

(a) 'n werknemer wat normaalweg op meer as vyf dae per week werk, minstens 36 werkdade, en

(b) enige ander werknemer, minstens 30 werkdade,

gedurende elke tydkring van 36 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 12 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer wat hoogstens vyf dae per week werk, 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) who leaves his employment without cause recognised by law as sufficient;

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

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

(7) For the purposes of this clause the expressions "employment" and "period of 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); or

(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 from work while undergoing military training: Provided that an employee shall not be entitled to claim as employment, in any one period of 12 months employment, more than four months of such training;

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 of which such employment commenced;

(iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date on which this Determination became binding, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave, at any time, but not more than once in any period of 12 months, close his establishment or a part of his establishment for 21 consecutive days and in that case shall remunerate his employee in terms of subclause (1) or in terms of paragraph (c) hereof, as the case may be.

(b) Whenever New Year's Day, Good Friday, Ascension Day, Republic Day, Day of the Vow or Christmas Day is celebrated on a day which otherwise would be a work-day for an employee and falls within the closed period referred to in paragraph (a), another work-day shall be added to the said closed period as a further period of leave and the employee shall be paid an amount not less than his daily wage in respect of each such day added.

(c) An employee who, at the date of the closing of an establishment or the part thereof in which he is employed, is not entitled to the full period of annual leave prescribed in subclause (1) (a), (b) or (c) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (5), and for the purposes of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment or part of the establishment, as the case may be.

(9) An employer shall not during an employee's leave referred to in subclause (1) (a), (b) or (c), require or permit that employee to perform any work as his employee nor shall he agree with an employee to pay him any amount in lieu of leave to which he is entitled or pay such amount to him.

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, in the case of—

(a) an employee who normally works on more than five days per week, not less than 36 work-days, and

(b) any other employee, not less than 30 work-days,

sick leave in the aggregate during each cycle of 36 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 12 consecutive months of employment, an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works on not more than five days per week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;

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

(iii) die loon wat aan 'n werknemer wat stukwerk of kommissiewerk verrig, betaalbaar is vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule, bereken moet word op die grondslag van minstens die besoldiging wat aan sodanige werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

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

(a) vir langer as twee agtereenvolgende werksdae; of

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

(c) op die werkdag onmiddellik na die Maandag wat op Nuwejaarsdag volg wanneer laasgenoemde op 'n Sondag val;

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregi-streerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid nie gebind hoef te wees om gemelde bedrag ten opsigte van enige afwesigheid van werk aan die werknemer te betaal nie tensy hy so 'n sertifikaat voorlê.

(3) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgewer;

(ac) met siekteverlof ingevolge subklousule (1);

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

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding; Met dien verstande dat 'n werknemer nie geregtig is om in een tydperk van 12 maande diens meer as vier maande van sodanige opleidingstydperk as diens te eis nie,

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

(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 soos omskryf in die Ongevallewet, 1941, 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 'n werkgewer bydraes wat minstens gelyk is aan dié van die werknemer, betaal aan 'n fonds of organisasie wat deur die werknemer aangewys is, welke fonds of organisasie aan die werknemer die betaling waarborg van, in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, altesaam minstens die ekwivalent van sy loon vir 'n tydperk van siekteverlof ingevolge subklousule (1);

(b) ten opsigte van enige tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan daar van 'n werkgewer ingevolge enige ander wet vereis word dat hy aan die werknemer sy volle loon betaal.

8. OPENBARE FEESDAE EN SONDAE

(1) Vergoeding vir werk op 'n openbare feesdag.—(a) Behoudens klousule 4 (6), wanneer 'n werknemer, uitgesonderd 'n los werknemer, nie op Nuwejaarsdag of die daaropvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val, of op Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, en sodanige dag val of 'n dag wat andersins 'n gewone werkdag vir hom is, moet sy werknemer hom ten opsigte van daardie dag 'n bedrag betaal wat minstens die loon betaalbaar is ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk.

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

(iii) the wage payable to an employee who is employed on piece-work or commission work for any period of absence on sick leave in terms of this clause shall be calculated on the basis of not less than the remuneration paid to such employee on his last pay-day immediately preceding such absence.

(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 two 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, 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 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, not be bound to pay the said amount to the employee in respect of any absence from work, unless he produces such a certificate.

(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 undergoing military training: Provided that an employee shall not be entitled to claim as employment, in any one period of 12 months employment, more than four months of such training,

and any period of employment which an employee has had with the same employer immediately before the date on which this determination became binding shall, for the 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 as defined in section 2 of 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 an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee, in the event of this incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for any period of sick leave in terms of subclause (1);

(b) in respect of any period of incapacity of an employee in respect of which an employer is required by any other law to pay to the employee his full wage.

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) Compensation for work on a public holiday.—(a) Subject to clause 4 (6), if an employee, other than a casual employee, does not work on New Year's Day or the succeeding Monday whenever New Year's Day falls on a Sunday, or on Good Friday, Ascension Day, Republic Day, Day of the Vow or Christmas Day and such day falls on a day which otherwise is an ordinary working day for him, his employer shall pay to him in respect of that day an amount which shall not be less than the wage payable to him in respect of the time (excluding overtime) which is ordinarily worked by him on that day of the week.

(b) Wanneer 'n werknemer, uitgesonderd 'n loswerknemer, op Nuwejaarsdag of die daaropvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val, of op Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk en sodanige dag val op 'n dag wat andersins 'n gewone werkdag vir hom is, moet sy werkgever, behoudens klousule 4 (6), hom ten opsigte van daardie dag minstens die bedrag betaal wat hy hom sou moes betaal het ingevolge paragraaf (a) indien die werknemer nie op daardie dag gewerk het nie, plus—

(i) 'n bedrag bereken teen 'n skaal van minstens sy loon ten opsigte van die hele tydperk wat hy op daardie dag werk of 'n bedrag minstens gelyk aan die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik werk op daardie dag van die week, en wel die bedrag wat die grootste is; of

(ii) 'n bedrag bereken teen 'n skaal van minstens een derde van sy loon ten opsigte van die hele tydperk wat hy op daardie dag werk en hom binne sewe dae na sodanige dag een dag verlof verleen en hom ten opsigte van sodanige verlof 'n bedrag van minstens die loon betaal wat betaalbaar is ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk.

(c) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag of die daaropvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val, of op Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk en sodanige dag val op 'n dag wat andersins nie 'n gewone werkdag vir hom is nie, moet sy werkgever, behoudens klousule 4 (6), aan hom betaal ten opsigte van daardie dag 'n bedrag van minstens die loon wat betaalbaar is aan hom ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk, plus—

(i) 'n bedrag bereken teen 'n skaal van minstens sy loon ten opsigte van die hele tydperk wat hy op sodanige dag werk of 'n bedrag gelyk aan ten minste die loon wat betaalbaar is aan hom ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk, en wel die grootste bedrag; of

(ii) 'n bedrag bereken teen 'n skaal van minstens een derde van sy loon ten opsigte van die hele tydperk wat hy op sodanige dag werk, en hom binne sewe dae na sodanige dag een dag verlof verleen en hom ten opsigte van sodanige verlof 'n bedrag van minstens die loon betaal wat betaalbaar is ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk.

(2) *Vergoeding vir werk op 'n Sondag.*—Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet sy werkgever hom—

(i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens die loon betaal wat betaalbaar is ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk; of

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, 'n bedrag betaal van minstens 'n bedrag bereken teen 'n skaal van dubbel sy loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of 'n bedrag gelyk aan dubbel die loon betaalbaar aan hom ten opsigte van die tyd (uitgesonderd oortyd) wat hy normaalweg op 'n werkdag werk, en wel die bedrag wat die grootste is; of

(iii) teen 'n skaal van minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne sewe dae na sodanige Sondag een dag verlof verleen en hom ten opsigte van sodanige verlof 'n bedrag van minstens die loon betaal wat betaalbaar is ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk.

(3) *Vergoeding vir 'n los werknemer vir werk op 'n openbare vakansiedag of 'n Sondag.*—Wanneer 'n los werknemer op Nuwejaarsdag of die daaropvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val, of op Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag of op 'n Sondag werk, moet sy werkgever hom ten opsigte van daardie dag betaal teen 'n skaal van minstens dubbel sy dagloon bedoel in klousule 3 (1) (b) ten opsigte van die hele tydperk wat hy gedurende daardie dag gewerk het: Met dien verstande dat vir die toepassing van hierdie subklousule 'n los werknemer in 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting waarin—

(a) meer as vyf dae per week gewerk word, geag word minstens agt en 'n half uur op daardie dag te gewerk het; en

(b) hoogstens vyf dae per week gewerk word, geag word minstens nege en 'n kwart uur op daardie dag te gewerk het.

(4) Wanneer 'n werknemer vir 'n tydperk werk wat gedeeltelik op 'n openbare vakansiedag bedoel in klousule 2 (49) val of op 'n Sondag en gedeeltelik op 'n ander dag, word die hele tydperk geag gewerk te gewees het op die dag waarop die grootste gedeelte van daardie werktydperk val.

(5) Besoldiging betaalbaar ingevolge hierdie klousule aan 'n werknemer, uitgesonderd 'n los werknemer, moet aan hom betaal word nie later as die eerste betaaldag na die dag ten opsigte waarvan sodanige besoldiging betaalbaar is nie. 'n Los werknemer moet besoldig word soos uiteengesit in klousule 4 (2).

(6) *Voorbehoudsbepalings.*—Subklousules (1) (b), (2), (4) en (5) is nie van toepassing op 'n werknemer bedoel in klousule 5 (7) nie.

(b) Whenever an employee, other than a casual employee, works on New Year's Day or the succeeding Monday whenever New Year's Day falls on a Sunday, or on Good Friday, Ascension Day, Republic Day, Day of the Vow or Christmas Day and such day falls on a day which otherwise is an ordinary working day for him, his employer shall, subject to clause 4 (6), pay to him in respect of that day an amount at least equal to the amount which he would have had to pay to him in terms of paragraph (a) had the employee not worked on that day, plus—

(i) an amount calculated at a rate of not less than his wage rate in respect of the whole time worked by him on that day or an amount equal to at least the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on that day of the week, whichever amount is the greater; or

(ii) an amount calculated at a rate of not less than one-third of his wage rate in respect of the whole time worked by him on that day and grant to him, within seven days of such day, one day's leave and pay to him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) which is ordinarily worked by him on that day of the week.

(c) Whenever an employee, other than a casual employee, works on New Year's Day or the succeeding Monday whenever New Year's Day falls on a Sunday, or on Good Friday, Ascension Day, Republic Day, Day of the Vow or Christmas Day and such day falls on a day which otherwise is not an ordinary working day for him, his employer shall, subject to clause 4 (6), pay to him in respect of that day an amount which shall not be less than the wage payable to him in respect of the time (excluding overtime) which is ordinarily worked by him on a working day, plus—

(i) an amount calculated at a rate of not less than his wage rate in respect of the whole time worked by him on such day or an amount equal to at least the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a working day, whichever amount is the greater; or

(ii) an amount calculated at a rate of not less than one-third of his wage rate in respect of the whole time worked by him on such day, and grant to him, within seven days of such day, one day's leave and pay to him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a working day.

(2) *Compensation for work on a Sunday.*—Whenever an employee, other than a casual employee, works on a Sunday, his employer shall pay to him—

(i) if he so works for not more than four hours, an amount of not less than the wage payable in respect of the time (excluding overtime) ordinarily worked by him on a week-day; or

(ii) if he so works for longer than four hours, an amount which shall not be less than either an amount calculated at a rate of double his wage rate in respect of the whole time worked by him on such Sunday, or an amount equal to double the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a week-day, whichever amount is the greater; or

(iii) an amount calculated at a rate of not less than one and one-third times his wage rate in respect of the whole time worked by him on such Sunday and grant him, within seven days of such Sunday, one day's leave and pay to him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) which is ordinarily worked by him on that day of the week.

(3) *Compensation to a casual employee for work on a public holiday or a Sunday.*—Whenever a casual employee works on New Year's Day or the succeeding Monday whenever New Year's Day falls on a Sunday, or on Good Friday, Ascension Day, Republic Day, Day of the Vow, Christmas Day, or on a Sunday, his employer shall pay to him in respect of that day an amount calculated at a rate of not less than double the daily rate prescribed in clause 3 (1) (b) in respect of the whole time worked by him on that day: Provided that for the purposes of this subclause a casual employee in an establishment or portion of an establishment in which—

(a) more than five days per week are worked, shall be deemed to have worked at least eight and a half hours on that day; and

(b) not more than five days per week are worked, shall be deemed to have worked at least nine and a quarter hours on that day.

(4) Whenever an employee works for a period which falls partly on any public holiday referred to in clause 2 (49) or on a Sunday and partly on any other day, the whole period shall be deemed to have been worked on the day on which the major portion of that work period falls.

(5) Remuneration payable in terms of this clause to an employee, other than a casual employee, shall be paid to him not later than the pay-day next succeeding the day in respect of which such remuneration is payable. A casual employee shall be remunerated as set out in clause 4 (2).

(6) *Savings.*—Subclauses (1) (b), (2), (4) and (5) shall not apply to an employee referred to in clause 5 (7).

9. STUKWERK EN KOMMISSIEWERK

(1) *Stukwerk*.—(a) 'n Werkgever kan, wanneer hy 'n werknemer in diens neem of nadat hy minstens een week vooraf kennis aan sy werknemer gegee het of indien die werknemer alreeds in sy diens is, 'n stukwerkstelsel invoer en, behoudens klousule 4 (6), moet sodanige werkgever sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgever, ongeag die hoeveelheid werk wat verrig is, sodanige werknemer moet betaal, in die geval van—

(i) 'n werknemer, uitgesonderd 'n los werknemer, vir elke week waar-in stukwerk verrig word, minstens die bedrag wat hy sodanige werknemer vir daardie week sou moes betaal het as hy hom 'n tydloon betaal het;

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

(b) 'n Werkgever moet 'n lys van die besoldiging in paragraaf (a) bedoel, op 'n opsigtelike plek in sy bedryfsinrigting opgeplak hou of hy kan in plaas daarvan aan elke werknemer wat stukwerk verrig, 'n brief besorg wat deur of namens hom onderteken is en waarin genoemde skale uiteengesit word.

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

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

(2) *Kommissiewerk*.—(a) 'n Reisende verteenwoordiger wat volgens 'n ooreenkoms met sy werkgever kommissiewerk onderneem, moet, voordat sodanige werk begin, deur sy werkgever voorsien word van 'n juiste kopie van die ooreenkoms of 'n verklaring wat die bepalings van die ooreenkoms bevat en wat moet insluit—

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

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

(iii) die gebied waarin daar van sodanige reisende verteenwoordiger vereis word of hy toegelaat word om te werk;

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

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

(b) Die bepalings van die ooreenkoms in paragraaf (a) bedoel, mag vir die reisende verteenwoordiger geldelik nie meer voordelig wees nie as die betrokke bepalings van hierdie Vastelling: Met dien verstande dat die besoldiging van sodanige reisende verteenwoordiger wat kommissiewerk verrig, betaalbaar is op die dag wat in die ooreenkoms bepaal word, en in hierdie opsig is die bepalings van klousule 4 (1) nie op sodanige betaling van toepassing nie.

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

(d) 'n Werkgever kan met sy werknemer ooreenkom, uitgesonderd 'n reisende verteenwoordiger, om sodanige werknemer kommissie te betaal op verkepe deur sodanige werknemer tot stand gebring: Met dien verstande dat die werkgever, voordat die ooreenkoms in werking tree, die werknemer van 'n kopie van die ooreenkoms moet voorsien, welke ooreenkoms die besonderhede bedoel in paragraaf (a) moet insluit.

(e) 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om werk vir hom slegs op 'n kommissiegrondslag te onderneem nie. 'n Bedrag aan 'n werknemer betaalbaar as kommissie kragtens 'n ooreenkoms aangegeen ingevolge paragraaf (a) of (d) is afgesien van en bykomend by die loon by klousule 3 (1) voorgeskryf, gelees met die woordomskriving van "loon" in klousule (2), vir 'n werknemer van sy klas en ondervinding of, in die geval van 'n reisende verteenwoordiger, bykomend by die loon voorgeskryf in klousule 3 (1) of by die loon ooreengekom ingevolge paragraaf (a), waar sodanige loon hoër is as dié by klousule 3 (1) voorgeskryf.

9. PIECE-WORK AND COMMISSION WORK

(1) *Piece-work*.—(a) An employer may when engaging an employee or after at least one week's notice if the employee is already in his employ, introduce any piece-work system and, save as provided in clause 4 (6), such employer shall pay his employee, who is employed on such piece-work system, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than, in the case of—

(i) 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;

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

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

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

(c) 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.

(d) 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.

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

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

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

(iii) the area in which such travelling representative is required or permitted to work;

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

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

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

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

(d) An employer may agree with his employee, other than a travelling representative, to pay such employee commission on sales effected by such employee: Provided that the employer shall, before the agreement comes into operation, supply the employee with a copy of the agreement, which agreement shall include the particulars referred to in paragraph (a).

(e) An employer shall not require or permit an employee to undertake any work for him on the basis of commission only. Any amount payable to an employee as commission under an agreement entered into in terms of paragraphs (a) or (d) shall be aside from and in addition to the wage prescribed in clause 3 (1) read with the definition of "wage" in clause 2, for an employee of his class and experience or in the case of a travelling representative, in addition to the wage prescribed in clause 3 (1) or to the wage agreed upon in terms of paragraph (a) where such wage is higher than that prescribed in clause 3 (1).

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

10. VERBOD OP INDIENSNEMING

'n Werkgewer mag nie—

- (a) iemand onder die leeftyd van 15 jaar in diens neem nie;
- (b) van 'n vroulike werknemer vereis of haar toelaat om gedurende die tydperk beginnende vier weke voor die verwagte datum van haar bevalling en eindigende agt weke na die datum van haar bevalling te werk nie.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werknemer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer. Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende klere te was en te stryk of te was of te stryk, en in so 'n geval moet die werkgewer sodanige werknemer 'n toelae betaal van minstens 90c per week vir elke week ten opsigte waarvan daar van sodanige werknemer vereis word om die beskermende klere te dra.

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, wat skriftelik gedoen moet word uitgesonderd in die geval van 'n ongeletterde werknemer, 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, in die geval van—

- (i) een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) 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 regseldige 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 is 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 voorbehoudsbepaling (ab) van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreengekom is.

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

- (a) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied gedurende, 'n werknemer se afwesigheid met verlof ingevolge klousule (6) verleen of met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede in klousule 7 (4) (a) of (b) uiteengesit, waar sodanige afwesigheid altesaam hoogstens 10 weke in 'n tydperk van 12 agtereenvolgende maande diens met dieselfde werkgewer; en
- (b) 'n kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied gedurende, 'n werknemer se afwesigheid weens militêre opleiding nie, behalwe waar 'n werknemer anders versoek en sy werkgewer skriftelik daartoe instem.

(4) Ondanks andersluidende bepalings in hierdie Vastelling kan 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vastelling 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 wanneer 'n werkgewer hom aldus 'n bedrag toeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (5) geag word dat die werknemer die werkgewer betaal het in plaas van kennis te gee.

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

10. PROHIBITION OF EMPLOYMENT

An employer shall not—

- (a) employ any person under the age of 15 years;
- (b) require or permit any female employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee, and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash and iron or wash or iron any such uniform, overall or other protective clothing in which event the employer shall pay such employee an allowance of not less than 90 cents for each week in respect of which such employee is required to wear the protective clothing.

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, which shall be in writing except when given by an illiterate employee, 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, in the case of—

- (i) one work-day's notice, the daily wage the employee is receiving at the time of such termination;
- (ii) 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 deductions had been made in respect of short-time".

(2) Where there is an agreement in terms of proviso (ab) 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—

- (a) the period of notice shall not run concurrently with, and notice shall not be given during an employee's absence on leave granted in terms of clause 6 or 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) where such absences amount in the aggregate to not more than 10 weeks in any period of 12 consecutive months' employment with the same employer; and
- (b) a period of notice shall not run concurrently with, and notice shall not be given during an employee's absence on military training, except where an employee otherwise requests and his employer agrees thereto in writing.

(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. DIENSSERTIFIKAAT

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

DIENSSERTIFIKAAT

Ek/Ons,.....
 wat die Eetbare Neute- en Versnaperingsnywerheid beoefen te
 verklaar hierby dat
 in my/ons diens was van die dag
 van 19..... tot die dag
 van 19..... as (*)
 By diensbeëindiging was hierdie werknemer se loon rand
 sent per week.

*Handtekening van werkgever of gemagtigde
 verteenwoordiger*

Datum

(*) Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, werknemer graad I.

14. LOGBOEK

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

DAAGLIKSE LOG

Naam van werkgever
 Naam van drywer of drywer-verkoopsman
 Datum
 Tyd waarop werk begin het
 Tyd waarop werk opgehou het
 Getal ure gewerk
 Etenstye van tot
 Besonderhede omtrent enige ongeluk of vertraging
 Naam/Name van werknemers wat drywer of drywer-verkoopsman vergesel

*Handtekening van drywer of drywer-
 verkoopsman*

Datum

(2) Elke drywer of drywer-verkoopsman 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 ingevolge subklousule (2) by hom ingedien is, minstens drie jaar lank na sodanige indiening bewaar.

15. PRESENSIEREGISTER

(1) Elke werkgever moet in sy bedryfsinrigting 'n presensieregister verskaf wat wesenlik onderstaande vorm het en waarin hy met ink of inktlood die naam en klas van elkeen van sy werknemers inskryf, en indien sodanige werknemer nie kan lees en skryf nie, moet sy werkgever vir elke dag wat hy gewerk het en wel op dié dag namens hom die nodige inskrywings ten opsigte van items (i) tot en met (vi) van subklousule (3) (a) doen en sodanige inskrywings onderteken.

(2) 'n Werkgever kan in plaas van 'n presensieregister 'n halfoutomatiese tydregistreerder verskaf tesame met die nodige kaarte, wat sover doenlik onderstaande vorm moet hê, en hy moet aan elke werknemer so 'n kaart verskaf waarop die naam of nommer van die werknemer en die datum van die einde van die week ten opsigte waarvan dit gebruik moet word, aangedui word:

13. CERTIFICATE OF SERVICE

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

CERTIFICATE OF SERVICE

I/We
 carrying on trade in the Edible Nuts and Snacks Industry at
 hereby certify that
 was employed by me/us from the day
 of 19..... to the day
 of 19..... as (*)
 At the termination of employment this employees' wage was R
 per week.

*Signature of employer or
 authorised representative*

Date

(*) State class in which employee was wholly or mainly engaged, e.g. Clerk, Grade I employee.

14. LOG-BOOK

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

DAILY LOG

Name of employer
 Name of driver or driver-salesman
 Date
 Time of starting work
 Time of finishing work
 Number of hours worked
 Meal intervals from to
 Particulars of any accident or delay
 Name(s) of employee(s) accompanying driver or driver-salesman

*Signature of driver
 or driver-salesman*

Date

(2) Every driver or a driver-salesman 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.

15. ATTENDANCE REGISTER

(1) Every employer shall provide in his establishment an attendance register substantially in the following form, wherein he shall record in ink or indelible pencil the name and class of each of his employees and if such employee is unable to read and write, his employer shall on his behalf for each day worked and for that day make the necessary entries in respect of items (i) to (vi) inclusive of subclause (3) (a), and sign such entries.

(2) An employer may, instead of an attendance register, provide a semi-automatic time recorder together with the necessary cards, which shall be as nearly as practicable in the following form, and supply to each employee such a card indicating the name or number of the employee and the date of termination of the week in respect of which it is to be used:

PRESENSIEREGISTER

Naam van werknemer										Klas van werknemer							
Jaar		Inskrywings wat werknemer moet doen										Opmerkings (as daar is)					
Maand		Werkpouses								Oortyd gewerk		Totale getal ure		Handtekening	Deur werknemer	Deur werkgewer as werknemer afwesig was. Redes vir sy afwesigheid (moet deur werkgewer geteken word)	Deur inspekteur
Datum	Dag van week	Aanvangstyd van werk	Aanvang van pouse	Werk hervat	Aanvang van pouse	Werk hervat	Aanvang van pouse	Werk hervat	Ophoutyd van werk	Vanaf	Tot	Elke dag	Elke week				
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
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29																	
30																	
31																	

Opmerking.—Onder die hoofde “Aanvang van pouse” en “Werk hervat” in die kolom wat op “Werkpouses” betrekking het, voeg in hoe laat 'n pouse begin het en hoe laat werk hervat is. 'n Werknemer word geag in sy werk te wees vir enige pouse in sy werk indien dit die werknemer nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.

ATTENDANCE REGISTER

Name of employee										Class of employee							
Year		Entries to be made by employee										Remarks (if any)					
Month		Time of commencing work	Intervals off work						Time of finishing work	Overtime worked		Total number of hours		Signature	By employee	By employer, if employee was absent. Reasons for his absence (to be signed by employer)	By inspector
Date	Day of week		Off	On	Off	On	Off	On		On	Off	Each day	Each week				
1																	
2																	
3																	
4																	
5																	
6																	
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Note.—Under heading "Off" and "On" in column referring to "Intervals off work" insert time when interval commences and time when work is resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

No. Naam van werknemer
 Klas van werknemer Week geëindig 19.....

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

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

(a) met ink of inktlood die volgende in sodanige presensieregister in subklousule (1) bedoel, aanteken:

- (i) Die dag van die week;
- (ii) die tyd waarop hy begin werk het;
- (iii) die tyd waarop alle etens- of ander pouses begin en geëindig het wat nie as gewone werkure gereken kan word nie;
- (iv) die ophoutyd van werk vir die dag;
- (v) die tyd waarop oortydwerk vir die dag begin en geëindig het;
- (vi) die totale getal ure wat vir die dag gewerk is; en
- (vii) sy handtekening;

(b) in 'n bedryfsinrigting waarin 'n halfoutomatiese tydregistreerder verskaf word, 'n inskrywing deur middel van sodanige registreerder doen op 'n kaart wat ingevolge subklousule (2) verskaf word en wat die volgende aandui:

- (i) die tyd waarop hy begin werk het;
- (ii) die tyd waarop alle etens- of ander pouses begin en geëindig het wat nie as gewone werkure gereken kan word nie;
- (iii) die ophoutyd van werk vir die dag;

(4) 'n Werkgever moet die presensieregister in subklousule (1) bedoel, of die kaarte in subklousule (2) bedoel, na gelang van die geval, vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop, bewaar.

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

- (a) 'n werknemer wat uit hoofde van klousule 5 (7) van die werkurebepalings uitgesluit word;
- (b) 'n drywer, 'n drywer-verkoopsman en 'n werknemer wat sodanige drywer of drywer-verkoopsman vergesel.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 377, gepubliseer by Goewermentskennisgewing R. 266 van 16 Februarie 1979, soos gewysig by Goewermentskennisgewing R. 1892 van 11 September 1981.)

No. Name of employee
 Class of employee..... Week ending..... 19.....

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

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

(a) record in ink or indelible pencil in such attendance register referred to in subclause (1):

- (i) The day of the week;
- (ii) the time he commenced work;
- (iii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;
- (iv) the time of finishing work for the day;
- (v) the time of commencement and termination of overtime worked for the day;
- (vi) the total number of hours worked for the day; and
- (vii) his signature;

(b) in an establishment where a semi-automatic time recorder is provided, make an entry by means of such recorder on a card supplied in terms of subclause (2) to show the following:

- (i) The time he commenced work;
- (ii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work; and
- (iii) the time of finishing work for the day.

(4) An employer shall retain the attendance register referred to in subclause (1) or the cards referred to in subclause (2), as the case may be, for a period of not less than three years after the date of the last entry therein or thereon.

(5) This clause shall not apply to—

- (a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (7);
- (b) a driver, a driver-salesman and an employee accompanying such driver or driver-salesman.

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 377, published under Government Notice R. 266 of 16 February 1979, as amended by Government Notice R. 1892 of 11 September 1981.)

KOOP NASIONALE SPAARSERTIFIKATE

BUY NATIONAL SAVINGS CERTIFICATES

**Spaar 'n sent en maak 'n rand —
Spaar 'n druppel en vul die dam**



Indien almal van ons besparingsbewus optree, besnoei ons nie slegs uitgawes nie maar wen ook ten opsigte van ons kosbare water- en elektrisiteitsvoorraad

INHOUD*No.**Bladsy
No. Staats-
koerant
No.***GOEWERMENTSKENNISGEWING****Mannekrag,, Departement van
Goewermentskennisgewing**

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