



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

REGULASIEKOERANT No. 3695

REGULATION GAZETTE No. 3695

PRYS (AVB ingesluit) 30c PRICE (GST included)

As 'n Nuusblad by die Poskantoor Geregistreer

BUITELANDS 40c ABROAD

Registered at the Post Office as a Newspaper

POSVRY · POST FREE

Vol. 226

PRETORIA, 13 APRIL 1984

No. 9181

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 727

13 April 1984

LOONWET, 1957

LOONVASSTELLING 434.—VOEDSELNYWERHEID,
REPUBLIEK VAN SUID-AFRIKA

In opdrag van die Minister van Mannekrag, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Voedselnywerheid, Republiek van Suid-Afrika, gemaak en 16 April 1984 bepaal het as die datum waarop die bepaling van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

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

(2) "Voedselnywerheid" beteken die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om een of meer van die volgende produkte te vervaardig, te verpak, te konsentreer of te preserveer (deur middel van enige proses, uitgesonderd bevroesing):

(a) Geglaseerde of gekristalliseerde vrugte (behalwe gedroogde of gemaalde vrugte);

(b) blatjang, atjar, mayonnaise, toebroodjiesmeer of tafelsous;

(c) aartappelpoeier, kaaspoeier, ertjiemeel, boontjiemeel, matsemeel, bruismeel of bindmiddels;

(d) souspoeier, sop (met inbegrip van klaar gemengde droë bestanddele wat by die maak van sop gebruik word), kerriepoeier of speserye;

(e) gekookte of rou macaroni, vermicelli, spaghetti of noedels;

(f) jellie, vlapoeier, blanc-mange, kitsklaar nageregte, versiersuiker, strooisuiker of roomyspoeier;

(g) bakpoeier, gis, geurmiddels, kleurmiddels vir voedselware, ekstrakte of asyn;

(h) klaar voorbereide onthytvoedsel;

en dit omvat verder alle werksaamhede wat met enigeen van voormelde bedrywighede in verband staan of daaruit voortspruit en dit omvat verder die vervaardiging of verpakking van kleinkinder- of invalidevoedsel indien dit in dieselfde bedryfsinrigting geskied waarin enigeen van die werksaamhede in (a) tot (h) hierbo genoem, uitgeoefen word, maar dit omvat nie die vervaardiging, verpakking, konsentrering of preserveer (deur middel van enige proses, uitgesonderd bevroesing) van die produkte in (b), (c) en (h) hierbo gespesifiseer nie indien dit deur 'n werkgewer op dieselfde perseel onderneem word in verband met 'n ander bedryf of bedrywe waarin sy werknemers op sodanige perseel, as groep geneem, hoofsaaklik werksaam is.

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 727

13 April 1984

WAGE ACT, 1957

WAGE DETERMINATION 434.—FOOD 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 Food 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 the employers and all their employees, other than managers, in the Food Industry, as defined in sub-clause (2), in the Republic of South Africa.

(2) "Food Industry" means the industry in which employers and employees are associated for the purpose of manufacturing, packing, concentrating or preserving (by means of any process, excluding freezing) any one or more of the following commodities:

(a) Glacé or crystallized fruit (other than dried or minced fruit);

(b) chutney, pickles, mayonnaise, sandwich spread or table sauce;

(c) potato powder, cheese powder, pea flour, bean flour, matzos flour, self-raising flour or binding agents;

(d) gravy powder, soup (including the ready-mixed dry ingredients used in the making of soup), curry powder or spices;

(e) cooked or raw macaroni, vermicelli, spaghetti or noodles;

(f) jelly, custard powder, blancmange, instant puddings, icing sugar, castor sugar or ice cream powder;

(g) baking powder, yeast, flavouring essences, colouring matter for foodstuffs, extracts or vinegar;

(h) ready-to-serve breakfast foods;

and includes all operations incidental to or consequent on any of the aforesaid activities and further includes the manufacture or packing of infant or invalid foods if conducted in the same establishment in which any of the activities mentioned in (a) to (h) above are carried on, but it does not include the manufacture, packing, concentrating or preserving (by means of any process, excluding freezing) of the products specified in (b), (c) and (h) above if carried on the same premises by an employer in conjunction with some other trade or trades in which his employees on such premises, taken collectively, are mainly engaged.

2. WOORDOMSKRYWINGS

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

- (1) "afmeter" 'n werknemer, uitgesonderd 'n werknemer graad IV, wat hoeveelhede bestanddele vir vervaardigingsdoeleindes massameet of afmeet en daarvoor verantwoordelik is; (64)
- (2) "afskeieroppasser" 'n werknemer wat onder algemene toesig 'n afskeierinstallasie bedien en verantwoordelik is vir die skoonmaak daarvan; (83)
- (3) "algemene werker" 'n werknemer wat een of meer van die volgende pligte uitvoer:
 - (a) 'n Ambagsman help deur artikels of gereedskap vas te hou of op enige ander wyse saam met hom te werk, maar nie deur die onafhanklike gebruik van gereedskap nie;
 - (b) op afleweringsoortuie help, uitgesonderd die voertuie dryf of herstelwerk uitvoer;
 - (c) kassies of ander houers met die hand vasbind of met draad of bande vasmaak;
 - (d) dra, opstig, opstapel, verskuif, laai of aflaai;
 - (e) wiele of buite- of binnebande van motorvoertuie, kruitwaaers of ander voertuie omruil, afhaal of vervang of binnebande oppomp of herstel;
 - (f) persele, installasie, gistenks, masjinerie, gereedskap, werktuie, meubels, voertuie, skottels, bottels, filtreerperse (met inbegrip van die verwydering en vervanging van filtreerdoek) of ander houers of artikels met die hand skoonmaak of was;
 - (g) neutte of pitte met die hand kraak;
 - (h) houers met die hand of nie-kragaangetrewe masjien toekruk of van ander proppe of doppe voorsien;
 - (i) gedeeltelik verwerkte of verwerkte vrugte met die hand opsny of in skywe sny;
 - (j) gesnyde of ongesnyde vrugte of groente in vloeiend of in doop;
 - (k) 'n masjien, uitgesonderd 'n maalmasjien of vervoerband, voer of daarvan afneem;
 - (l) materiaal met die hand in prosesvat, tenks of ander houers voer of daarvan afneem;
 - (m) sakke, bottels, vate, blikke of ander houers met die hand vul of leegmaak;
 - (n) houers of papier vou;
 - (o) tuinwerk;
 - (p) met die hand fynmaak of maal;
 - (q) voeringstukke, skywe, ringe of drukwerk met die hand in deksels of blikke aanbring;
 - (r) uitskep;
 - (s) latrines, buitegeboue of dergelike geboue of bouwerk afwit, kleurkalk of ontsmet;
 - (t) vuurmaak, vure aan die brand hou of uithaal, maar nie in stoomketels nie;
 - (u) tee of dergelike drank maak of tee of dergelike drank aan werknemers of sy werkgewers of besoekers bedien;
 - (v) installasie, masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;
 - (w) deure of vensters of sakke, kassies, dromme of ander pakkette oop- of toemaak;
 - (x) 'n handhystoel of 'n handpomp bedien;
 - (y) artikels van dieselfde grootte en getal verpak in houers wat spesiaal ontwerp is om hulle te bevat;
 - (z) bereide, rou, gebleikte of verhitte vrugte of groente in houers of bottels verpak;
 - (aa) kurke of watte in houerdoppe plaas;
 - (ab) handvoertuie stoot of trek, of 'n voetgangerbeheerde batterijvoertuig bedien;
 - (ac) vuilgoed, as of afval verwyder;
 - (ad) platkassies, kiste of kratte met die hand heelmaak;
 - (ae) verwerkte of gedeeltelik verwerkte vrugte in suiker rol;
 - (af) 'n rubberstempel of reeksnommer afdruk waar geen oordeel vereis word nie;
 - (ag) klaargemaakte karton- of veselbordkaste of soortgelyke houers met die hand opstel;
 - (ah) met die hand sif of sifmasjiene vul of leegmaak;

2. DEFINITIONS

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

- (1) "ammonia compressor plant attendant" means an employee who is in charge of an ammonia compressor plant; (66)
- (2) "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; (67)
- (3) "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; (4)
- (4) "artisan's aid" means an employee, other than an apprentice or a trainee, who under the direction and supervision of an artisan assists the latter in the performance of tasks which do not require the training or skill of an artisan; (5)
- (5) "assistant cooker attendant" means an employee who, under the supervision of a cooker attendant-in-charge, performs any of the duties of a cooker attendant-in-charge; (6)
- (6) "assistant foreman" means an employee who, under the general supervision of a foreman, performs any of the activities or duties of a foreman and who may act for him during his absence; (8)
- (7) "assistant oven attendant" means an employee who, under the supervision of an oven attendant-in-charge, performs any of the duties of an oven attendant-in-charge; (7)
- (8) "baker" means an employee who is engaged in and responsible for the baking of infant or invalid foods; (9)
- (9) "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; (33)
- (10) "boiling pan attendant" means an employee who, under the supervision of a food boiler, assistant foreman or a foreman, is in charge of one or more boiling pans and who may be responsible for testing the density of syrup or maintaining the correct temperature; (38)
- (11) "buyer" means an employee who is engaged in buying fruit or vegetables from producers; (39)
- (12) "canteen cook" means an employee, other than a soup cooker, who is engaged in and is responsible for cooking meals for canteen purposes; (26)
- (13) "cask repairer" means an employee who is engaged in repairing or dismantling casks or barrels or removing or replacing heads of casks or barrels and who may assemble casks or barrels from ready prepared staves; (87)
- (14) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (47)
- (15) "chargehand" means an employee who, under the supervision of a foreman, assistant foreman or supervisor, is in charge of a group of general workers; (61)
- (16) "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; (17)
- (17) "chemical technician" means an employee who is engaged in inaugurating, governing, supervising or carrying out tests of raw materials or finished or partly finished products and interpreting the data derived from such tests; (18)
- (18) "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, receiving clerk, 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 part of such employee's work; (35)
- (19) "clipper" means an employee who is engaged in recording by means of a clipper device the amount of work done by an employee; (36)
- (20) "commission work" means any system under which an employee's remuneration is calculated on the value of the sales effected by him or on the number of orders submitted by him to and accepted by his employer; (37)

(ai) sakke, kiste, kartonne of ander houers met die hand sjabloneer of merk (maar nie met die hand adresseer nie) of klaar geadresseerde etikette aan kiste, kartonne, dromme of ander pakkette aanbring;

(aj) houers uitpak;

(ak) vrugte of groente met die hand of 'n nie-meganies aangedrewe masjien was, soeteer, afskil, prik, afwerk, in skyfies sny, ontpit, wegsny, ontkern of opсны; (43)

(4) "ambagsman" 'n werknemer wat 'n vakleerlingkontrak voltooi het of geag word dit te voltooi het in 'n ambag wat ingevolge die Wet op Mannekrageopleiding, 1981, aangewys is of geag word ingevolge daarvan aangewys te wees, of wat in besit is van 'n sertifikaat deur die Registrateur van Mannekrageopleiding aan hom uitgereik of wat 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 Vaststelling uitdruklik anders bepaal word; (3)

(5) "ambagsmanshulp" 'n werknemer, uitgesonderd 'n vakleerling of 'n kwekeling, wat onder leiding en toesig van 'n ambagsman laasgenoemde bystaan in die uitvoering van take wat nie die opleiding of bedwerendheid van 'n ambagsman vereis nie; (4)

(6) "assistent-kokeroppasser" 'n werknemer wat onder toesig van 'n toesighoudende kokeroppasser engeen van die pligte van toesighoudende kokeroppasser uitvoer; (5)

(7) "assistent-oondoppasser" 'n werknemer wat, onder toesig van 'n toesighoudende oondoppasser, enige van die pligte van 'n toesighoudende oondoppasser uitvoer; (7)

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

(9) "bakker" 'n werknemer wat kleinkinder- of invalidevoedsel bak en daarvoor verantwoordelik is; (8)

(10) "bediener van 'n filtreerpers" 'n werknemer wat onder algemene toesig 'n filtreerpers bedien en wat verantwoordelik is om dit skoon te maak; (36)

(11) "bediener van 'n mobiele hystoestel" 'n werknemer wat 'n kraggedrewe mobiele hystoestel of 'n vorkhefswa bedien wat by die laai, aflaai, versit of opstapel van goedere gebruik word; (68)

(12) "bedryfsinrigting" 'n perseel of gedeelte daarvan waarop of in verband waarmee een of meer werknemers in hierdie nywerheid in diens is; (31)

(13) "bestuurder" 'n werknemer wat deur sy werkgever 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 wat daarin werk; (63)

(14) "bode" 'n werknemer wat briewe, boodskappe of goedere te voet of deur middel van 'n trapfiets, drieriel of handvoertuig of deur middel van 'n twee- of drierielmotorfiets, bromponie, outofiets met 'n enjinkapasiteit van hoogstens 100 cm³ aflaai, sorteer, versprei of aflewer en wat enige skryfwerk in verband met sodanige aflaai of aflewering kan verrig en wat 'n kantoorkram- of afrolmasjien kan bedien; (66)

(15) "bruto kombinasie-massa" met betrekking tot 'n motorvoertuig, sy bruto voertuig-massa saam met die massa, met die vrag, van enige sleepwaens of leunwaens wat getrek word deur sodanige motorvoertuig soos gespesifiseer deur die vervaardiger of, by gebreke aan sodanige spesifikasie, soos bepaal deur die betrokke registrasie-owerheid; (48)

(16) "bruto voertuig-massa" met betrekking tot 'n motorvoertuig, die massa van enige kombinasie motorvoertuie, sleepwaens of leunwaens, waarvan sodanige motorvoertuig deel kan vorm, en die vrag, soos gespesifiseer deur die vervaardiger of, by gebreke aan sodanige spesifikasie, soos bepaal deur die betrokke registrasie-owerheid; (49)

(17) "chauffeur" 'n werknemer, uitgesonderd 'n drywer of 'n reisende verteenwoordiger se assistent wat 'n motorvoertuig dryf wat vir die vervoer van sy werkgever, klante of besoekers bedoel is en waarmee ook werknemers, dokumente of pakkette vervoer kan word; (16)

(18) "chemitegnikus" 'n werknemer wat toetse met onverwerkte of verwerkte of gedeeltelik verwerkte produkte instel, beheer daarvoor uitoefen, toesig daarvoor hou of dit uitvoer en wat die gegewens wat uit sodanige toetse verkry word, vertolk; (17)

(19) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat in die geval van 'n deurlopendeproseswerker of 'n skofwerker dit 'n tydperk van 24 uur gereken vanaf die tydskop waarop so 'n werknemer begin werk beteken; (24)

(20) "deurlopendeproseswerker" 'n werknemer wat 'n diens verrig ten opsigte van werksaamheid waarin daar deur middel van drie skofte per dag op sewe dae van die week deurlopend gewerk moet word; (22)

(21) "diensdrywer" 'n werknemer wat, benewens sy gewone pligte, en buite die werkure wat met sodanige pligte in verband staan, wagte of onderhoudspersoneel of werknemers wat oortyd- of nagskofwerk verrig, per motorvoertuig na en van 'n bedryfsinrigting vervoer; (29)

(21) "condiment maker" means an employee who, under the supervision of a foreman or an assistant foreman, is in charge of the making of pickles, chutney or mayonnaise; (42)

(22) "continuous process worker" means an employee who is engaged in the performance of a duty in respect of an activity in which continuous working by means of three consecutive shifts per day on seven days per week is necessary; (20)

(23) "cooker attendant-in-charge" means an employee who, in the manufacture of ready-to-serve breakfast foods, is responsible for and supervises the loading of raw materials into pressure cookers, mixing or adding ingredients thereto in accordance with a formula and who by visual tests determines the degree of cooking; (83)

(24) "day" means the period of 24 hours from midnight to midnight: Provided that in the case of a continuous process worker or a shift worker, it shall mean a period of 24 hours reckoned from the time such an employee commences work; (19)

(25) "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; (88)

(26) "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 and any time spent on work connected with the vehicle or the load and all periods during which such employee is obliged to remain at his post in readiness to drive; (22)

(27) "driver-salesman" means an employee who—

(a) is engaged in selling or 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; (23)

(28) "drying machine plant attendant" means an employee who is in charge of the complete drying machine plant and of the employees employed in connection with such plant and who is responsible for the efficient performance by them of their duties; (69)

(29) "duty driver" means an employee who, in addition to his ordinary duties and outside the hours of work connected with such duties, conveys watchmen, maintenance staff, employees working overtime or employees on night shift work, by motor vehicle to and, from an establishment; (21)

(30) "emergency work" means—

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

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

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

(i) ships;

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

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

(d) any work connected with the unloading of perishable products from vehicles, other than vehicles referred to in (c) (ii) and (c) (iii), for the purpose of storage against deterioration; (59)

(31) "establishment" means any premises or part thereof in or in connection with which one or more employees are employed in this industry; (12)

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

(a) a clerk (other than a receiving clerk) the total period or periods of employment which an employee has had as a clerk in any trade or in the service of a local authority or the State;

(b) a factory truck driver, a mobile hoist operator or a travelling representative the total period or periods of employment which an employee has had as a factory truck driver, a mobile hoist operator or a travelling representative, as the case may be, in any trade;

(c) any other class of employee, the total period or periods of employment which an employee has had in his class in this industry; (62)

(33) "extra heavy motor vehicle" means a motor vehicle the gross vehicle mass or the gross combination mass of which exceeds 16 000 kg; (27)

(34) "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 different tasks;

(22) "drywer" 'n werknemer, uitgesonderd 'n chauffeur of 'n reisende verteenwoordiger se assistent, wat 'n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking " 'n motorvoertuig dryf" alle tydperke wat hy dryf en al die tyd wat hy bestee aan werk in verband met die voertuig of die vrag en al die tydperke wat sodanige werknemer verplig is om op sy pos te bly gereed om te dryf; (26)

(23) "drywer-verkoper" 'n werknemer wat—

(a) die produkte van hierdie nywerheid vanuit 'n motorvoertuig verkoop of 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 sodanige voertuig kan dryf en bestellings kan werf; (27)

(24) "eerstehulpbediener" 'n werknemer wat 'n eerstehulpbediener by die uitvoering van sy pligte behulpsaam is, wat in laasgenoemde se afwesigheid namens hom kan waarneem en wat in besit is van 'n geldige bekwaamheidsertifikaat in eerstehulp wat uitgereik is deur—

(a) die Suid-Afrikaanse Rooikruisvereniging;

(b) die St John Ambulance Association; of

(c) die Suid-Afrikaanse Noodhulppliga; (38)

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

(a) die Suid-Afrikaanse Rooikruisvereniging;

(b) die St John Ambulance Association; of

(c) die Suid-Afrikaanse Noodhulppliga;

en wat kleinere wonde of beserings verbind en wat aantekeninge kan hou van die name van werknemers wat behandel is of behandel moet word deur 'n mediese praktisyn, die aard van die besering en die behandeling wat gegee is; (39)

(26) "eetlokaalkok" 'n werknemer, uitgesonderd 'n sopkoker, wat etes vir eetlokaal doeleindes kook en daarvoor verantwoordelik is; (12)

(27) "ekstra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa meer as 16 000 kg is; (33)

(28) "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 verskillende take bestee, aanteken;

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

(d) lotkaarte, werkkaarte, produksiekaarte of ander fabrieksdokumente met die hand kopieer;

(e) tel of meet;

(f) fabrieksdokumente liasseer, sorteer, hou of oordra;

(g) tale deur Swart of Asiëerwerknemers gepraat tolk of vertaal;

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

(i) 'n optelmasjien bedien in die loop van sy pligte as fabrieksklerk;

(j) loon- of tydkaarte opstel of stukwerkverdiensies aanteken vir latere gebruik deur 'n klerk;

(k) goedere ontvang of nagaan, insluitende die aanteken van besonderhede daarvan;

(l) bondelnommers, inhoud of vewysingsnommers aanteken van houters wat gevul of versend word;

(m) besonderhede van jaarlikse of siekteverlof aanteken;

(n) die indiensneming, ontslag of bedanking van werknemers aanteken, insluitende enige nodige inskrywings in die werknemers se persoonlike lêers of dokumente maak; of dienssertifikate opstel of passe uitreik;

(o) lyste maak van produksiesyfers;

(p) kaartjies of etikette stempel of uitskryf;

(q) toesig hou oor die laai of aflaai van goedere;

(r) besonderhede van die inhoud of die onderskeidingsnommers van kartonne, houters of pakkette skryf of aanteken;

(s) vrag- of afleweringbriewe of verpakkingsbriewe, uitgesonderd fakture, skryf;

(t) voorraadkaarte byhou; (34)

(29) "fabrieksvragwadywer" 'n drywer van 'n motorvoertuig wat sodanige voertuig in 'n bedryfsinrigting dryf en dit omvat ook 'n nywerheidstrekkerdrywer; (35)

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

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

(e) counting or measuring;

(f) filing, sorting, keeping or bringing forward factory documents;

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

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

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

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

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

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

(m) recording particulars of annual or sick leave;

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

(o) scheduling production figures;

(p) stamping or writing tickets or labels;

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

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

(s) writing out consignment or delivery notes or packing slips other than invoices;

(t) writing up stock cards; (28)

(35) "factory driver" means a driver of a motor vehicle who is engaged in driving such a vehicle within an establishment and includes an industrial tractor driver; (29)

(36) "filter press operator" means an employee who, under general supervision, is engaged in operating a filter press and who is responsible for the cleaning thereof; (10)

(37) "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; (79)

(38) "first-aid assistant" means an employee who assists a first-aid attendant in the performance of his duties, who may act for the latter 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; (24)

(39) "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 the treatment given; (25)

(40) "food boiler" means an employee, other than a canteen cook or a soup cooker, who is responsible for and is engaged in boiling glacé fruit, grain or soup and who may be responsible for the mixing of ingredients according to formula; (41)

(41) "Food Industry"—vide clause 1 (2); (89)

(42) "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; (91)

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

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

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

(c) binding, wiring or strapping boxes or other containers by hand;

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

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

(30) "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 geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (50)

(31) "gekwalfiseerd" met betrekking tot 'n werknemer, dat die ondervinding van 'n werknemer in sy klas hom geregtig maak op die hoogste loontarief wat vir dié klas voorgeskryf word; en, omgekeerd, beteken "on gekwalfiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (78)

(32) "grootouerhandetiketteerder" 'n werknemer wat etikette met die hand aanbring op houers met 'n inhoudsmaat van meer as 1 kg; (54)

(33) "ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, aan die brand hou en uithaal; (9)

(34) "kleinouerhandetiketteerder" 'n werknemer wat etikette van volle grootte met die hand aanbring op houers met 'n inhoudsmaat van hoogstens 1 kg, maar nie die regskuiw van etikette wat verkeerd deur 'n masjien aangebring is of die vervanging van beskadigde etikette nie; (86)

(35) "klerk" 'n werknemer wat skryf-, tik-, lisseer- of enige ander soort klerklike werk verrig en dit omvat ook 'n kassier, versendingsklerk, magasynman, ontvangsklerk, telefoonskakelbordoperateur of 'n kantoomasjienoperateur maar dit omvat nie 'n fabrieksklerk of enige ander klas werknemer wat elders in hierdie kousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se werk; (18)

(36) "knipper" 'n werknemer wat met behulp van 'n kniptoestel die hoeveelheid werk wat deur 'n werknemer gedoen word, aanteken; (19)

(37) "kommissiewerk" 'n stelsel waarvolgens 'n werknemer se besoldiging bereken word volgens die waarde van die verkope wat hy tot stand bring of die aantal bestellings wat hy aan sy werkgever voorle en wat laasgenoemde aanvaar; (20)

(38) "kookpanoppasser" 'n werknemer wat onder toesig van 'n koskoker, assistent-voorman of voorman in beheer is van een of meer kookpanne en wat verantwoordelik kan wees vir die toets van die digtheid van stroop of die instandhouding van die korrekte temperatuur; (10)

(39) "koper" 'n werknemer wat vrugte en groente van produsente koop; (11)

(40) "korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n slapte in die bedryf, 'n tekort aan grondstowwe of spoorwegtrokke, wisselvalligheid van die weer, 'n onklaarraking van masjinerie of installasie, of weens die feit dat die geboue onbruikbaar is of dreig om onbruikbaar te word; (85)

(41) "koskoker" 'n werknemer, uitgesonderd 'n eetlokaalkok of 'n sopkoker, wat geglaseerde vrugte, graan of sop kook en daarvoor verantwoordelik is en wat verantwoordelik kan wees vir die meng van bestanddele volgens 'n formule; (40)

(42) "kruiemaker" 'n werknemer wat onder toesig van 'n voorman of 'n assistent-voorman in beheer is van die maak van atjar, blatjang of mayonnaise; (21)

(43) "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; (93)

(44) "laboratoriumassistent" 'n werknemer wat onder toesig roetine-toetse van grondstowwe of afgewerkte of gedeeltelik afgewerkte produkte uitvoer, monsters volgens formules voorberei en wat 'n laboratoriumtegnikus in die uitvoer van eksperimente, toetse of proewe help en wat ook laboratoriumuitrusting kan skoonmaak; (53)

(45) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmasse of bruto kombinasie-masse hoogstens 3 500 kg is; (56)

(46) "loon" die bedrag geld wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkeure soos by klousule 5 voorgeskryf: Met dien verstande dat as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkeure gereeld 'n hoër bedrag betaal as dié in 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 'n grondslag waarvoor daarin klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; en met dien verstande verder dat dit nie enige betalings aan 'n diensdruyer verskuldig ten opsigte van sy werk as sodanig omvat nie; en "gewone loon" of "weekloon" het ooreenstemmende betekenis; (96)

(47) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is; (14)

(48) "macaronimaker" 'n werknemer wat macaroni, vermicelli, spaghetti of noedels maak en daarvoor verantwoordelik is; (58)

(f) cleaning or washing by hand premises, plant, fermentation tanks, machinery, tools, utensils, furniture, vehicles, dishes, bottles, filter presses (including the removal and replacement of filter cloths) or other containers or articles;

(g) cracking nuts or kernels by hand;

(h) crowning, corking or placing any other stopper in or on containers by hand or non-power-driven machine;

(i) cutting or slicing partly-processed or processed fruit by hand;

(j) dipping fruit or vegetables, cut or uncut, into liquids;

(k) feeding or taking off from a machine other than a grinding machine or conveyor belt;

(l) feeding materials by hand into or drawing off from process vats, tanks or other vessels;

(m) filling or emptying bags, bottles, casks, tins or other containers by hand;

(n) folding containers or paper;

(o) gardening work;

(p) grinding by hand;

(q) inserting liners, discs, rings or printed matter into lids or tins by hand;

(r) lading;

(s) lime-washing, colour-washing or disinfecting latrines, outbuildings or similar buildings or structures;

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

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

(v) oiling or greasing plant, machinery or vehicles, other than motor vehicles;

(w) opening or closing doors or windows or bags, boxes, drums or other packages;

(x) operating a hand hoist or a hand pump;

(y) packing articles of uniform size or number into containers specially designed to contain them;

(z) packing prepared, raw, blanched or heated fruit or vegetables into containers or bottles;

(aa) placing corks or wads in caps;

(ab) pushing or pulling any manually propelled vehicle, or operating a pedestrian controlled battery-driven vehicle;

(ac) removing refuse, ash or scrap;

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

(ae) rolling processed or partly processed fruit in sugar;

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

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

(ah) sieving by hand or feeding or emptying sieving machines;

(ai) stencilling or marking (other than addressing by hand), bags, boxes, cartons or other containers or affixing ready addressed labels to boxes, cartons, drums or other packages;

(aj) unpacking containers;

(ak) washing, sorting, peeling, pricking, trimming, slicing, pitting, paring, coring or cutting fruit or vegetables by hand or non-mechanically powered machine; (3)

(44) "grade I employee" means an employee who is engaged in any one or more of the following capacities or duties:

(a) ammonia compressor plant attendant;

(b) automatic double seaming machine attendant;

(c) automatic packet wrapping machine attendant;

(d) cask repairer;

(e) cooker attendant-in-charge;

(f) filter press operator;

(g) laboratory assistant;

(h) mixing machine attendant-in-charge;

(i) oven attendant-in-charge;

(j) painting fences, outbuildings, plant, machinery or floors;

(k) rotary filter operator;

(l) semi-automatic bottle labelling machine operator;

(m) separator plant operator;

(n) vacuum oven, roller drier or spray drier attendant; (94)

(49) "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; (88)

(50) "masjienbediener" 'n werknemer wat 'n kraggedrewe masjien bedien, versorg, aansit, afsit, dit voer of daarvan afneem, wat die werk wat deur die masjien gedoen word, noukeurig ondersoek of nagaan en wat geringe lopende verstellings aan die masjien kan maak, en die uitdrukking "masjien bedien" het 'n ooreenstemmende betekenis; (62)

(51) "masjienfaktotum" 'n werknemer, uitgesonderd 'n vakleerling, 'n ambagsmanshulp of 'n 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 geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (60)

(52) "masjienoppasser" 'n werknemer wat, in verband met artikels wat deur 'n outomatiese masjien, geprosesseer word, een of ander aanvullende handeling uitvoer, hetsy voordat of nadat sodanige artikels die masjien binnegaan, en "n masjien oppas" het 'n ooreenstemmende betekenis; (59)

(53) "masjienversorger" 'n werknemer wat omsien na 'n kraggedrewe masjien en dit versorg en enige foutiewe werking of staking van sodanige masjien aan die masjienbediener rapporteer en wat—

(a) die invoer in sodanige masjien aan die gang kan sit of kan stopsit, insluitende die aan die gang sit of stopsit van 'n onafhanklike kraggedrewe voerder;

(b) met die hand in sodanige masjien kan invoer of daarvan afneem;

(c) die masjien in geval van foutiewe werking kan stopsit indien die masjienbediener buite bereik is;

maar wat nie sodanige masjien kan aansit, heraan sit of op enige wyse verstel nie tensy dit onder die regstreekse leiding van die masjienbediener is; (61)

(54) "medium motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (65)

(55) "militêre opleiding" 'n tydperk opleiding ondergaan of diens gedoen ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957); (67)

(56) "motorvoertuig" enige selfgedrewe 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, 'n bromponie of outofiets en 'n trekker, maar nie 'n mobiele hystoestel nie; (70)

(57) "nagskof" enige werktydperk waarvan die grootste deel tussen 20h00 en 06h00 val; (71)

(58) "nie-meganies gedrewe masjien" 'n masjien wat nie meganies aangedryf word nie, maar waarin die dryfkrag verkry word deurdat 'n werknemer 'n handhefboom of 'n voetpedaal trek of stoot of 'n slinger draai; (72)

(59) "noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, sabotasie, nywerheidsnorus, diefstal of onklaarraking van 'n installasie of masjinerie, '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) skepe;

(ii) spoorwaens of voertuie van die Suid-Afrikaanse Vervoerdienste;

(iii) voertuie wat deur 'n vervoerkontraakteur gebruik word by die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Vervoerdienste;

(d) enige werk in verband met die aflaai van bederfbare produkte van voertuie, uitgesonderd voertuie in (c) (ii) en (c) (iii) genoem vir die doel van opberging teen bederf; (30)

(60) "nywerheidstrekkerywer" 'n werknemer wat 'n nywerheidstrekkerywer dryf wat een of meer sleepwaens binne 'n bedryfsinrigting sleep; (52)

(61) "onderbaas" 'n werknemer wat onder toesig van 'n voorman, assistent-voorman of toesighouer aan die hoof staan van 'n groep algemene werkers; (15)

(62) "ondervinding" met betrekking tot—

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

(b) 'n fabrieksvragwagdrywer, bediener van 'n mobiele hystoestel of 'n reisende verteenwoordiger, die totale tydperk of tydperke wat 'n werknemer as fabrieksvragwagdrywer, bediener van 'n mobiele hystoestel of 'n reisende verteenwoordiger, na gelang van die geval, in enige bedryf werksaam is;

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

(a) Boiling pan attendant;

(b) canteen cook;

(c) grinding machine attendant;

(d) mass-measuring packets;

(e) measurer;

(f) mixing machine operator;

(g) moisture tester;

(h) molasses boiling plant operator;

(i) operating a container filling machine;

(j) operating a non-mechanically powered heat sealing machine;

(k) operating a non-mechanically powered packet wrapping machine;

(l) retort pressure cooker attendant;

(m) sifting and cleaning seeds;

(n) small container hand labeller;

(o) syrupmaker;

(p) vegetable slicing machine operator; (95)

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

(a) Assistant cooker attendant;

(b) assistant oven attendant;

(c) bottle washing machine attendant;

(d) carton feeding machine attendant;

(e) carton glueing machine attendant;

(f) carton liner machine attendant;

(g) clipper;

(h) closing bottles and tins by means of a capping machine;

(i) coding tins with serial numbers using a coding machine;

(j) exhaust box attendant;

(k) first-aid assistant;

(l) hammer mill attendant;

(m) making brine;

(n) passenger lift attendant;

(o) powder drying machine attendant;

(p) pumping machine operator;

(q) roasting pan attendant;

(r) shrinkwrap film machine operator;

(s) sieving machine attendant;

(t) soldering by hand;

(u) stapling machine operator; (96)

(47) "grade IV employee" means an employee who is engaged in any one or more of the following capacities or duties:

(a) Adjusting labels defectively affixed to containers by machine or replacing damaged labels on containers;

(b) assembling, checking or packing printed matter;

(c) binding or strapping boxes or other containers by machine;

(d) closing containers by hand or non-mechanically powered machine;

(e) cooking rations;

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

(g) driver-salesman's assistant;

(h) feeding or taking-off from a grinding machine;

(i) fireman;

(j) goods lift attendant;

(k) joining fruit halves;

(l) knife sharpener;

(m) large container hand labeller;

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

(o) messenger;

(p) monitoring the making of brine;

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

(r) operating or attending any powerdriven machine not elsewhere specifically mentioned in this clause;

(s) packing by hand manufactured articles into individual containers;

(t) packing glacé fruit or crystallized fruit individually by hand into containers;

(c) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in hierdie nywerheid werksaam was; (32)

(63) "ontvangsklerk" 'n werknemer wat daarvoor verantwoordelik is om vrugte of groente te ontvang, te massameet, te gradeer en die prys daarvan vas te stel; (79)

(64) "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 werkdag by klousule 5 (1) vir sodanige werknemer voorgeskryf, maar dit omvat nie 'n tydperk waarin—

(a) 'n deurlopendeproseswerker gedurende sy vry periode by klousule 5 (2) voorgeskryf vir sy werk-gewer werk nie;

(b) 'n werknemer op 'n Sondag vir sy werk-gewer werk nie;

(c) 'n werknemer as 'n diensdrywer in diens is nie; (74)

(65) "openbare vakansiedag" Nuwejaarsdag (of die daaropvolgende Maandag as Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag; (76)

(66) "oppasser van 'n ammoniakkompressorinstallasie" 'n werknemer wat in beheer is van 'n ammoniakkompressorinstallasie; (1)

(67) "vakleerling" 'n werknemer wat in diens is ingevolge 'n vakleerlingkontrak wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is of wat geag word ingevolge daarvan geregistreer te wees en dit omvat 'n werknemer wat in diens is in 'n ambag wat ingevolge daardie Wet aangewys of geag word aangewys te wees vir 'n tydperk voor die registrasie van 'n vakleerlingkontrak; (2)

(68) "oppasser van beskermende klere" 'n werknemer wat oorpakke, voorskote, handskoene, oorskoene, waterdigte oorklere of ander beskermende klere uitdeel en die gebruik daarvan kontroleer, wat toesig kan hou oor die was, stryk en heelmaak van oorpakke en wat in beheer van die kleedkamer kan wees; (77)

(69) "oppasser van 'n droogmasjieninstallasie" 'n werknemer wat aan die hoof staan van die hele droogmasjieninstallasie en van die werknemers in diens in verband met sodanige installasie en wat verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse uitvoer; (28)

(70) "oppasser van retortdrukkoker" 'n werknemer wat in beheer is van een of meer retorte en wat verantwoordelik kan wees vir die drukking, temperatuur, kook en kooktyd van die produkte wat geprosesseer moet word; (80)

(71) "plaaslike owerheid" 'n munisipale raad, stadsraad, dorpsbestuursraad, afdelingsraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Grondwet van Suid-Afrika, 1961 (Wet 32 van 1961), en omvat 'n stadsraad en dorpsbestuur ingestel ingevolge artikel 2 van die Wet op Swart Plaaslike Besture, 1982 (Wet 102 van 1982); (57)

(72) "reisende verteenwoordiger" 'n werknemer wat, as 'n reisende verteenwoordiger van 'n bedryfsinrigting namens sodanige bedryfsinrigting bestellings vra, werf of opneem; (94)

(73) "reisende verteenwoordiger se assistent" 'n werknemer wat 'n reisende verteenwoordiger versesel en hom help met die inpak, uitpak of vertoon van sy monsters en wat die motorvoertuig kan bestuur wat die reisende verteenwoordiger in die uitvoering van sy pligte gebruik; (95)

(74) "rotorfilterbediener" 'n werknemer wat onder algemene toesig 'n rotorfilter bedien en verantwoordelik is vir die skoonmaak daarvan; (81)

(75) "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; (82)

(76) "skofwerker" 'n werknemer wat skofwerk verrig in 'n werksaamheid in 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag op hoogstens ses dae per week gewerk word; (84)

(77) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie, maar ontwerp of aangepas is om deur 'n motorvoertuig getrek te word en dit omvat ook 'n leunwa; (92)

(78) "sopkoker" 'n werknemer wat sop vir eetlokaaldoeleindes kook en daarvoor verantwoordelik is; (87)

(79) "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; (37)

(80) "stroopmaker" 'n werknemer wat stroop tot 'n voorgeskrewe digtheid kook of opbou; (89)

(81) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (75)

(82) "swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (51)

(u) perforating labels;

(v) samp drier attendant;

(w) soup cooker;

(x) washing, ironing or mending overalls; (97)

(48) "gross combination mass" in relation to a motor vehicle means its gross vehicle mass together with the mass, with load, of any trailers or semi-trailers, drawn by such motor vehicle, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (15)

(49) "gross vehicle mass" in relation to a motor vehicle means the mass of any combination of motor vehicles, trailers or semi-trailers, of which such motor vehicle can form part, and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (16)

(50) "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; (30)

(51) "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; (82)

(52) "industrial tractor driver" means an employee who is engaged in driving an industrial tractor towing one or more trailers within an establishment; (60)

(53) "laboratory assistant" means an employee who, under supervision, is engaged in making routine tests of raw materials or finished or partly finished products, preparing samples according to formulae and who may assist a laboratory technician in the conduct of experiments, tests or trials and who may also clean laboratory equipment; (44)

(54) "large container hand labeller" means an employee who is engaged in labelling by hand containers of a capacity of over 1 kg; (32)

(55) "law" includes the common law; (98)

(56) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (45)

(57) "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 Authorities Act, 1982 (Act 102 of 1982); (71)

(58) "macaroni maker" means an employee who is responsible for and engaged in making macaroni, vermicelli, spaghetti or noodles; (48)

(59) "machine attendant" means an employee who in connection with the articles being processed by an automatic machine performs some supplementary operation either before or after such articles enter the machine and "attending a machine" has a corresponding meaning; (52)

(60) "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; (51)

(61) "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; (53)

(62) "machine operator" means an employee who operates, attends, starts, stops, feeds into or takes from a power driven machine, who scrutinises or checks the work done by the machine and who may effect minor running adjustments to the machine and the expression "operating a machine" has a corresponding meaning; (50)

(63) "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 employees engaged therein; (13)

(64) "measurer" means an employee, other than a grade IV employee, who is responsible for and engaged in mass-measuring or measuring quantities of ingredients for manufacturing purposes; (1)

(65) "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; (54)

(83) "toesighoudende kokeroppasser" 'n werknemer wat by die bereiding van klaar voorbereide ontytvoedsel, verantwoordelik is vir en toesig hou oor die insit van onverwerkte produkte in drukkokers, die meng of byvoeg van bestanddele volgens 'n formule, en wat die graad van gaarheid met die oog toets; (23)

(84) "toesighoudende oondoppasser" 'n werknemer wat by die maak van klaar voorbereide ontytvoedsel, die werk verrig en in beheer is van die maak van vlokke en verantwoordelik is vir die regte dikte, mate van braai en kleur van die vlokke; (73)

(85) "toesighouer" 'n werknemer, uitgesonderd 'n voorman of 'n assistent-voorman, wat toesig hou oor 'n groep of afdeling werknemers graad I, graad II, graad III of Graad IV of onderbase of fabrieksklerke en wat oor algemene werkers toesig kan hou; (90)

(86) "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; (91)

(87) "vathersteller" 'n werknemer wat vate of vaatjies herstel of aftakel of die kopstukke van vate of vaatjies verwyder of vervang en wat vate of vaatjies uit klaargemaakte duie inmekaar kan sit; (13)

(88) "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; (25)

(89) "Voedselnywerheid"—sien klousule 1 (2); (41)

(90) "vogtoetser" 'n werknemer wat, by die vervaardiging van klaar voorbereide ontytvoedsel, van tyd tot tyd die voginhoud van produkte wat uit 'n drooginstallasie kom, toets en die uitvloeitempo uit sodanige installasie reguleer ten einde die vereiste voginhoud te verkry; (69)

(91) "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 aan die bestuurder daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (42)

(92) "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) honte hanteer of beheer in die uitvoering van een of meer van die pligte in (a) genoem; (97)

(93) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van sodanige werknemer gewoonlik val; (98)

(94) "werknemer graad I" 'n werknemer wat in een of meer van die volgende hoedanighede diens doen of een of meer van die volgende werksaamhede verrig:

(a) Oppasser van ammoniakkompressorinstallasie;

(b) oppasser van 'n outomatiese dubbelnaatmasjien;

(c) oppasser van 'n outomatiese pakkietoedraaimasjien;

(d) vathersteller;

(e) toesighoudende kokeroppasser;

(f) bediener van 'n filtreerpers;

(g) laboratoriumassistent;

(h) toesighoudende mengmasjienoppasser;

(i) toesighoudende oondoppasser;

(j) heinings, buitegeboue, installasie, masjinerie, vloere verf;

(k) bediener van 'n rotorfilter;

(l) bediener van 'n half-outomatiese botteletikettermasjien;

(m) bediener van 'n afskeier;

(n) oppasser van 'n vakuuomond, roldroër of sproeidroër; (44)

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

(a) Kookpanoppasser;

(b) eetlokaalkok;

(c) maalmassjienoppasser;

(d) pakkies massameet;

(e) afmeter;

(f) mengmasjienbediener;

(g) vogtoetser;

(h) bediener van 'n melassekookinstallasie;

(i) bediener van 'n houervulmasjien;

(j) bediener van 'n nie-meganies aangedrewe hitteverseëlmasjien;

(k) bediener van 'n nie-meganies aangedrewe pakkietoedraaimasjien;

(l) oppasser van 'n retortdrukkoker;

(66) "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; (14)

(67) "military training" means any period of training or service served in terms of the Defence Act, 1957, (Act 44 of 1957); (55)

(68) "mobile hoist operator" means an employee who is engaged in operating a mobile power-driven hoist or fork-lift truck for the loading, unloading, moving or stacking of goods; (11)

(69) "moisture tester" means an employee who, in the manufacture of ready-to-serve breakfast foods, periodically makes tests of the moisture content of products discharged from a drier plant and regulates the rate of discharge from such plant to give the required moisture content; (90)

(70) "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; (56)

(71) "night shift" means any period of work the major portion of which falls between 20h00 and 06h00; (57)

(72) "non-mechanically powered machine" means a machine which is not mechanically powered but in which the power is derived from an employee pulling or pressing a hand lever or foot pedal or turning a handle; (58)

(73) "oven attendant-in-charge" means an employee who, in the manufacture of ready-to-serve breakfast foods, is engaged in and in charge of the flaking operations and is responsible for the proper thickness, blistering and colour of flakes; (84)

(74) "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—

(a) a continuous process worker, works for his employer during his free period prescribed in clause 5 (2);

(b) an employee works for his employer on a Sunday;

(c) an employee is employed as a duty driver; (64)

(75) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (81)

(76) "public holiday" means New Year's Day (or the succeeding Monday whenever New Year's Day falls on a Sunday), Good Friday, Ascension Day, Republic Day, Day of the Vow or Christmas Day; (65)

(77) "protective clothing attendant" means an employee who is engaged in handing out and controlling the use of overalls, aprons, gloves, galoshes, waterproofs, or other protective clothing, who may supervise the washing, ironing and mending of overalls and who may be in charge of the cloakroom; (68)

(78) "qualified" in relation to an employee, means that the experience of the employee in his class entitles him to the highest wage rate prescribed for that class; and conversely "unqualified" means that his experience in his class does not entitle him to such highest rate; (31)

(79) "receiving clerk" means an employee who is responsible for receiving, mass-measuring, grading or pricing fruit or vegetables; (63)

(80) "retort pressure cooker attendant" means an employee who is in charge of one or more retorts and who may be responsible for the pressures, temperatures, cooking and cooking time of the products to be processed; (70)

(81) "rotary filter operator" means an employee who, under general supervision, is engaged in operating a rotary filter and is responsible for the cleaning thereof; (74)

(82) "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 or all of the duties prescribed for a watchman; (75)

- (m) sade sif en skoonmaak;
- (n) etikette met die hand op klein houers aanbring;
- (o) stroopmaker;
- (p) bediener van 'n groentesnymasjien; (45)
- (96) "werknemer graad III" 'n werknemer wat in een of meer van die volgende hoedanighede diens doen of een of meer van die volgende werksaamhede verrig:
 - (a) Assistent-kokeroppasser;
 - (b) assistent-oondoppasser;
 - (c) bottelwasmasjienoppasser;
 - (d) kartonvoermasjienoppasser;
 - (e) kartongommasjienoppasser;
 - (f) kartonvoeringmasjienoppasser;
 - (g) knipper;
 - (h) bottels en blikke deur middel van 'n doppiemasjien toemaak;
 - (i) blikke met reeksnommers kodeer deur gebruik te maak van 'n kodeermasjien;
 - (j) afvoerpotoppasser;
 - (k) eerstehulpassistent;
 - (l) hamermeuloppasser;
 - (m) pekel maak;
 - (n) passasiershysbakbediener;
 - (o) poeierdroogmaakmasjienoppasser;
 - (p) pompmasjienbediener;
 - (q) braaipanoppasser;
 - (r) bediener van 'n krimptoedraaifilmmasjien;
 - (s) sifmasjienoppasser;
 - (t) met die hand soldeer;
 - (u) krammasjienbediener; (46)
- (97) "werknemer graad IV" 'n werknemer wat in een of meer van die volgende hoedanighede diens doen of een of meer van die volgende werksaamhede verrig:
 - (a) Etikette wat deur 'n masjien verkeerd aangebring is regskeer of beskadigde etikette op houers vervang;
 - (b) drukwerk byeenbring, nagaan of verpak;
 - (c) kiste of ander houers vasbind of bande met 'n masjien omsit;
 - (d) houers met die hand of 'n nie-meganies aangedrewe masjien toemaak;
 - (e) rantsoene kook;
 - (f) artikels tel of verpak, uitgesonderd die verpakking van artikels van dieselfde grootte en getal in houers wat spesiaal ontwerp is om sodanige artikels te bevat;
 - (g) drywer-verkoper se assistent;
 - (h) 'n maalmasjien voer of daarvan afneem;
 - (i) stoker;
 - (j) goederehysbakbediener;
 - (k) die helftes van vrugte saamvoeg;
 - (l) messilyper;
 - (m) etikette met die hand op groot houers aanbring;
 - (n) volgens 'n gestelde skaal massameet of volgens 'n voorafgestelde maat afmeet;
 - (o) bode;
 - (p) die maak van pekel monitor;
 - (q) krane of kleppe onder toesig oop- of toemaak;
 - (r) 'n kragmasjien bedien of oppas wat nie elders in hierdie klousule spesifiek genoem word nie;
 - (s) vervaardigde artikels met die hand in afsonderlike houers verpak;
 - (t) geglaseerde of versuikerde vrugte afsonderlik met die hand in houers verpak;
 - (u) etikette perforeer;
 - (v) oppasser van 'n stampmieliedroër;
 - (w) sopkoker;
 - (x) oorpakke was, stryk of heelmaak; (47)
- (98) "wet" ook die gemene reg. (55)

3. BESOLDIGING

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

- (a) *Werknemers, uitgesonderd los werknemers:*

(83) "separator plant attendant" means an employee who, under general supervision, is engaged in operating a separator plant and is responsible for the cleaning thereof; (2)

(84) "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 not more than six days per week are worked; (76)

(85) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials or railway trucks, vagaries of the weather, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (40)

(86) "small container hand labeller" means an employee who is engaged in affixing full size 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; (34)

(87) "soup cooker" means an employee who is responsible for and engaged in cooking soup for canteen purposes; (78)

(88) "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; (49)

(89) "syrupmaker" means an employee who is engaged in boiling or building up syrup to a prescribed density; (80)

(90) "supervisor" means an employee, other than a foreman or assistant foreman, who supervises a group or section or grade I, grade II, grade III or grade IV employees or chargehands or factory clerks and who may supervise general workers; (85)

(91) "tractor" means a motor vehicle, other than a mechanical horse, designed or adapted mainly to pull other vehicles and not to carry any load; (86)

(92) "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; (77)

(93) "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; (43)

(94) "travelling representative" means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (72)

(95) "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; (73)

(96) "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 (1): 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 if he had not been employed on such a basis; and provided further that it does not include any payments due to a duty driver in respect of his employment as such;

and "ordinary wage" and "weekly wage" have corresponding meanings; (46)

(97) "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); (92)

(98) "week" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls. (93)

3. REMUNERATION

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

- (a) *Employees, other than casual employees:*

	In die landdrostdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaa, Durban, Germiston, Goodwood, Inanda, Johan- nesburg, Kempton Park, Krugers- drop, Kuilsrivier, Nigel, Pinetown, Port Elizabeth, Pretoria, Randburg, Ranfont- tein, Roodepoort, Sasolburg, Simonstad, Springs, Uiten- hage, Vanderbijlpark, Vereen- iging, Westonaria, Wonder- boom en Wynberg			In die landdrostdistrikte Bloemfontein, Kimberley, Klerksdorp, Malmesbury, Odendaalsrus, Oos-Londen, Paarl, Pietermaritzburg, Somerset-Wes, Stellenbosch, Strand, Virginia, Welkom, Wellington, Witbank en Worcester			In al die 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
Bakker—									
gedurende die eerste jaar ondervinding	56,00	59,50	62,00	48,50	51,50	54,00	44,00	45,50	47,00
gedurende die tweede jaar ondervinding	69,50	74,00	77,50	60,50	64,00	67,50	55,00	57,00	58,50
gedurende die derde jaar ondervinding	83,50	88,00	92,50	72,50	76,50	80,50	66,00	68,00	70,00
daarna	97,00	102,50	108,00	84,50	89,50	94,00	77,00	79,50	82,00
Bediener van 'n droogmasjieninstallasie	84,50	89,50	94,00	73,00	77,00	81,50	66,50	69,00	71,50
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
Chaufeur	56,00	57,00	58,00	49,50	50,50	51,50	45,50	46,50	47,50
Chemitegnikus—									
gedurende die eerste jaar ondervinding	56,00	59,00	62,00	48,50	51,00	54,00	44,00	45,50	47,00
gedurende die tweede jaar ondervinding	66,00	69,50	73,00	57,50	60,00	63,50	52,00	53,50	55,50
gedurende die derde jaar ondervinding	76,00	80,00	84,00	66,00	69,50	73,00	60,00	62,00	64,00
gedurende die vierde jaar ondervinding	86,00	91,00	95,50	75,00	78,50	83,00	67,50	70,00	72,50
gedurende die vyfde jaar ondervinding	96,00	101,50	106,50	83,50	88,00	92,50	75,50	78,50	81,00
daarna	106,00	112,00	117,50	92,50	97,00	102,00	83,50	86,50	89,50
Drywer van 'n—									
(i) ligte motorvoertuig	56,00	57,00	58,00	49,50	50,50	51,50	45,50	46,50	47,50
(ii) medium motorvoertuig	67,00	70,50	74,00	59,00	61,50	64,00	54,50	55,50	56,50
(iii) swaar motorvoertuig	78,00	82,50	87,00	69,00	72,50	76,00	64,00	65,00	66,00
(iv) ekstra swaar motorvoertuig	87,00	92,00	97,00	75,50	80,00	84,50	68,00	70,50	73,50
Drywer-verkoper	87,00	82,50	87,00	69,00	72,50	76,00	64,00	65,00	66,00
Eerstehulpassistent	47,00	49,50	52,00	40,50	43,00	45,00	35,50	38,00	39,50
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
gedurende die tweede ses maande ondervinding	52,00	55,00	58,50	45,00	48,00	51,00	39,50	42,00	44,50
daarna	56,00	59,00	62,00	48,50	51,00	54,00	43,00	45,00	47,00
Fabrieksvragwadrywer/nywerheidstrekkerdrywer—									
gedurende die eerste drie 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
Faktotum	62,00	66,00	69,00	54,00	57,00	60,00	47,00	50,00	52,50
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
Koper	121,00	127,00	133,00	104,50	110,00	116,00	95,00	98,00	101,50

	In die landdrostdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johan- nesburg, Kempton Park, Krugers- drop, Kuilsrivier, Nigel, Pinetown, Port Elizabeth, Pretoria, Randburg, Ranfon- tein, Roodepoort, Sasolburg, Simonstad, Springs, Uiten- hage, Vanderbijlpark, Vereen- iging, Westonaria, Wonder- boom en Wynberg			In die landdrostdistrikte Bloemfontein, Kimberley, Klerksdorp, Malmesbury, Odendaalsrus, Oos-Londen, Paarl, Pietermaritzburg, Somerset-Wes, Stellenbosch, Strand, Virginia, Welkom, Wellington, Witbank en Worcester			In al die 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
Koskoker—									
gedurende die eerste ses maande ondervinding	56,00	59,50	62,00	48,50	51,50	54,00	44,00	45,50	47,00
gedurende die tweede ses maande ondervinding	60,50	64,00	67,00	52,00	55,50	58,50	47,00	49,00	51,00
gedurende die derde ses maande ondervinding	64,50	68,50	72,50	56,00	59,50	63,00	50,50	52,50	55,00
gedurende die vierde ses maande ondervinding	69,00	73,50	77,50	59,50	63,50	67,50	53,50	56,50	59,00
daarna.....	73,50	78,00	83,00	63,50	67,50	72,00	57,00	60,00	63,00
Kruiemaker—									
gedurende die eerste ses maande ondervinding	56,00	59,50	62,00	48,50	51,50	54,00	44,00	45,50	47,00
gedurende die tweede ses maande ondervinding	60,50	64,00	67,00	52,00	55,50	58,50	47,00	49,00	51,00
gedurende die derde ses maande ondervinding	64,50	68,50	72,50	56,00	59,50	63,00	50,50	52,50	55,00
gedurende die vierde ses maande ondervinding ..	69,00	73,50	77,50	59,50	63,50	67,50	53,50	56,50	59,00
daarna.....	73,50	78,00	83,00	63,50	67,50	72,00	57,00	60,00	63,00
Macaronimaker—									
gedurende die eerste jaar ondervinding	56,00	59,50	62,00	48,50	51,50	54,00	44,00	45,50	47,00
gedurende die tweede jaar ondervinding.....	69,50	74,00	77,50	60,50	64,00	67,50	55,00	57,00	58,50
gedurende die derde jaar ondervinding.....	83,50	88,00	92,50	72,50	76,50	80,50	66,00	68,00	70,00
daarna.....	97,00	102,50	108,00	84,50	89,50	94,00	77,00	79,50	82,00
Masjienfaktotum	73,50	78,00	81,50	63,50	67,00	71,00	57,00	59,50	62,00
Masjienversorger.....	47,00	49,50	52,00	40,50	43,00	45,00	35,50	38,00	39,50
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
Toesighouer.....	62,00	66,00	69,00	54,00	57,00	60,00	47,00	50,00	52,50
Versorger van beskermende klere	47,50	50,50	53,00	41,50	43,50	46,00	36,00	38,50	40,00
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 drie maande ondervinding	50,00	53,00	56,50	43,50	46,00	49,00	38,50	41,00	43,00
gedurende die tweede drie maande ondervinding	51,50	55,00	59,00	45,00	47,50	51,00	39,50	42,00	44,50
gedurende die derde drie maande ondervinding	53,00	57,00	61,00	46,00	49,00	53,00	41,00	43,50	46,00
daarna.....	55,00	59,00	63,50	47,50	51,00	55,00	42,00	45,00	48,00
Werknemer graad II—									
gedurende die eerste drie maande ondervinding	47,00	49,50	52,00	40,50	43,00	45,00	35,50	38,00	39,50
gedurende die tweede drie maande ondervinding	48,50	51,00	54,00	42,00	44,50	47,00	36,00	39,50	41,00
daarna.....	50,00	53,00	56,50	43,50	46,00	49,00	38,50	41,00	43,00
Werknemer graad III	47,00	49,50	52,00	40,50	43,00	45,00	35,50	38,00	39,50
Werknemer graad IV	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

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Durban, Germiston, Goodwood, Inanda, Johan- nesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Pinetown, Port Eliza- beth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, Uitenhage, Vander- bijlpark, Vereeniging, Wes- tonaria, Wonderboom and Wynberg			In the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Malmesbury, Odendaalsrus, Paarl, Pietermaritzburg, Somerset West, Stellenbosch, Strand, Virginia, Welkom, Wellington, Witbank and Worcester			In all the 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 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
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
Baker—									
during the first year of experience	56,00	59,50	62,00	48,50	51,50	54,00	44,00	45,50	47,00
during the second year of experience	69,50	74,00	77,50	60,50	64,00	67,50	55,00	57,00	58,50
during the third year of experience	83,50	88,00	92,50	72,50	76,50	80,50	66,00	68,00	70,00
thereafter	97,00	102,50	108,00	84,50	89,50	94,00	77,00	79,50	82,00
Boiler attendant	47,50	50,50	53,00	41,50	43,50	46,00	36,00	38,50	40,00
Buyer	121,00	127,00	133,00	104,50	110,00	116,00	95,00	98,00	101,50
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
Chemical technician—									
during the first year of experience	56,00	59,00	62,00	48,50	51,00	54,00	44,00	45,50	47,00
during the second year of experience	66,00	69,50	73,00	57,50	60,00	63,50	52,00	53,50	55,50
during the third year of experience	76,00	80,00	84,00	66,00	69,50	73,00	60,00	62,00	64,00
during the fourth year of experience	86,00	91,00	95,50	75,00	78,50	83,00	67,50	70,00	72,50
during the fifth year of experience	96,00	101,50	106,50	83,50	88,00	92,50	75,50	78,50	81,00
thereafter	106,00	112,00	117,50	92,50	97,00	102,00	83,50	86,50	89,50
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
Condiment maker—									
during the first six months of experience	56,00	59,50	62,00	48,50	51,50	54,00	44,00	45,50	47,00
during the second six months of experience	60,50	64,00	67,00	52,00	55,50	58,50	47,00	49,00	51,00
during the third six months of experience	64,50	68,50	72,50	56,00	59,50	63,00	50,50	52,50	55,00
during the fourth six months of experience	69,00	73,50	77,50	59,50	63,50	67,50	53,50	56,50	59,00
thereafter	73,50	78,00	83,00	63,50	67,50	72,00	57,00	60,00	63,00
Driver of a—									
(i) light motor vehicle	56,00	57,00	58,00	49,50	50,50	51,50	45,50	46,50	47,50
(ii) medium motor vehicle	67,00	70,50	74,00	59,00	61,50	64,00	54,50	55,50	56,50
(iii) heavy motor vehicle	78,00	82,50	87,00	69,00	72,50	76,00	64,00	65,00	66,00
(iv) extra heavy motor vehicle	87,00	92,00	97,00	75,50	80,00	84,50	68,00	70,50	73,50
Driver-salesman	78,00	82,50	87,00	69,00	72,50	76,00	64,00	65,00	66,00
Drying machine plant attendant	84,50	89,50	94,00	73,00	77,00	81,50	66,50	69,00	71,50
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
during the second six months of experience	52,00	55,00	58,50	45,00	48,00	51,00	39,50	42,00	44,50
thereafter	56,00	59,00	62,00	48,50	51,00	54,00	43,00	45,00	47,00
Factory truck driver/industrial tractor driver—									
during the first three 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

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Durban, Germiston, Goodwood, Inanda, Johan- nesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Pinetown, Port Eliza- beth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, Uitenhage, Vander- bijlpark, Vereeniging, Wes- tonaria, Wonderboom and Wynberg			In the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Malmesbury, Odendaalsrus, Paarl, Pietermaritzburg, Somerset West, Stellenbosch, Strand, Virginia, Welkom, Wellington, Witbank and Worcester			In all the 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 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
First-aid assistant.....	47,00	49,50	52,00	40,50	43,00	45,00	35,50	38,00	39,50
First-aid attendant.....	66,00	70,00	73,00	57,00	60,50	63,50	51,00	53,00	55,50
Food boiler—									
during the first six months of experience	56,00	59,50	62,00	48,50	51,50	54,00	44,00	45,50	47,00
during the second six months of experience	60,50	64,00	67,00	52,00	55,50	58,50	47,00	49,00	51,00
during the third six months of experience	64,50	68,50	72,50	56,00	59,50	63,00	50,50	52,50	55,00
during the fourth six months of experience	69,00	73,50	77,50	59,50	63,50	67,50	53,50	56,50	59,00
thereafter	73,50	78,00	83,00	63,50	67,50	72,00	57,00	60,00	63,00
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 three months of experience	50,00	53,00	56,50	43,50	46,00	49,00	38,50	41,00	43,00
during the second three months of experience ..	51,50	55,00	59,00	45,00	47,50	51,00	39,50	42,00	44,50
during the third three months of experience	53,00	57,00	61,00	46,00	49,00	53,00	41,00	43,50	46,00
thereafter	55,00	59,00	63,50	47,50	51,00	55,00	42,00	45,00	48,00
Grade II employee—									
during the first three months of experience	47,00	49,50	52,00	40,50	43,00	45,00	35,50	38,00	39,50
during the second three months of experience ..	48,50	51,00	54,00	42,00	44,50	47,00	36,00	39,50	41,00
thereafter	50,00	53,00	56,50	43,50	46,00	49,00	38,50	41,00	43,00
Grade III employee	47,00	49,50	52,00	40,50	43,00	45,00	35,50	38,00	39,50
Grade IV 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
Macaronimaker—									
during the first year of experience	56,00	59,50	62,00	48,50	51,50	54,00	44,00	45,50	47,00
during the second year of experience	69,50	74,00	77,50	60,50	64,00	67,50	55,00	57,00	58,50
during the third year of experience	83,50	88,00	92,50	72,50	76,50	80,50	66,00	68,00	70,00
thereafter	97,00	102,50	108,00	84,50	89,50	94,00	77,00	79,50	82,00
Machine handyman	73,50	78,00	81,50	63,50	67,00	71,00	57,00	59,50	62,00
Machine minder	47,00	49,50	52,00	40,50	43,00	45,00	35,50	38,00	39,50
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
Protective clothing attendant	47,50	50,50	53,00	41,50	43,50	46,00	36,00	38,50	40,00
Security guard	56,00	59,50	62,00	48,50	51,50	54,00	42,50	45,00	47,00
Supervisor.....	62,00	66,00	69,00	54,00	57,00	60,00	47,00	50,00	52,50
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 (65), 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—

(a) 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 ten opsigte van daardie dag verminderd kan word.

(c) *Diensdrywer*.—'n Diensdrywer moet, benewens enige ander besoldiging aan hom verskuldig, betaal word teen 'n tarief van minstens R1 vir elke uur of deel van 'n uur waarin hy as diensdrywer diens verrig, behoudens 'n minimum van minstens R2 op enige dag waarop hy as diensdrywer diens doen.

(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 subklousule (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 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 dié kerk in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande dat—

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

(ii) 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 sodanige werknemer 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 motorvervoer gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgever hom 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 motorvervoer 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) 19 sent indien die enjinkapasiteit van die voertuig waarin die werknemer aldus gereis het hoogstens 1 300 cm³ is;

(ii) 25 sent indien die enjinkapasiteit van sodanige voertuig meer as 1 300 cm³ maar hoogstens 2 500 cm³ is;

(iii) 29 sent 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 (76), 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.

(c) *Duty driver*.—A duty driver shall, in addition to any other remuneration due to him, be paid at a rate of not less than R1 for each hour or part of a hour spent in driving as a duty driver subject to a minimum of not less than R2 on any day on which duty driving is done by him.

(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 motor vehicle 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) 19 cents if the engine capacity of the vehicle in which the employee so travelled does not exceed 1 300 cm³;

(ii) 25 cents if the engine capacity of such vehicle exceeds 1 300 cm³ but not 2 500 cm³;

(iii) 29 cents 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 werkgever se bedryfsinrigting afwesig is, moet sy werkgever—

(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 R20 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 werkgever se bedryfsinrigting afwesig is, moet sy werkgever—

(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 R9 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 vervoer- en onderhoudstoelae en -uitgawes.*—(a) 'n Werkgever moet alle toelae en uitgawes wat ingevolge subklousules (5) en (6) aan 'n werknemer betaalbaar is, binne sewe dae nadat die werknemer dit skriftelik geëis het, aan hom betaal: Met dien verstande dat 'n werknemer elke sodanige eis binne een maand vanaf die tydstop waarop hy daarop geregtig geword het, moet indien maar dat hy nie meer as een eis in 'n week mag indien nie.

(b) 'n Werkgever kan van sy 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 wat gebruik is en die vervoerkoste aangegaan of die aard van alle ander uitgawes waarvoor hy vergoeding eis;

(ii) 'n eis ingevolge subklousule (5) (b), die afstand wat hy elke dag afgelê het, die piekke 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 sy reisende verteenwoordiger in staat te stel om aan so 'n vereiste te kan voldoen, moet sodanige werkgever, voordat sodanige reis deur sodanige reisende verteenwoordiger onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word.

(8) *Nagskofftoelae.*—(a) 'n Werkgever wat van sy werknemer uitgesonderd '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 binne sy gewone werkure nagskof gewerk het.

(b) Paragraaf (a) hiervan is nie van toepassing nie op 'n eetlokaalwerknemer, 'n chauffeur, 'n eerstehulpbediener, 'n sekuriteitswag, 'n werknemer bedoel in klousule 5 (8) of 'n werknemer wie se teenwoordigheid snags nodig is in verband met die ontwikkeling van lig of krag.

(9) *Fietstoelae.*—'n Werkgever 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 klousules 3 (7) en 6 (4), moet 'n bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, tweeweekliks of maandeliks in kontant of, indien die werknemer daartoe instem, per tjek betaal word gedurende die werkure of binne 15 minute nadat hy opgehou werk het, op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer (of in die geval van 'n skofwerker of 'n deurlopendeproseswerker op 'n tydstip waarvoor sodanige werknemer en sy werkgever ooreengekom het en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar nie later nie as 24 uur na die gewone betaaldag) of by diensbeëindiging as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde koevert of houër wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

(a) die werkgever se naam;

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

(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 (65) bedoel, of gedurende sy vry periode gewerk het;

(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 R20 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 R9 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 requirement, 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 (8) 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 30 cents per day.

4. PAYMENT OF REMUNERATION

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

(a) the employer's name;

(b) the employee's name or his number on the 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, a public holiday referred to in clause 2 (76), or during his free period;

(g) die werknemer se loon;

(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 besonderhede 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 ooglopende 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 die 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 ten opsigte van 'n werknemer bedoel in klousule 5 (8) 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 ten minste een maal per week.

(3) *Premies*.—Behoudens die bepalings van 'n ander wet, mag geen betaling deur 'n werknemer of betaling namens sodanige werknemer, deur 'n werkgever, hetsy regstreeks of onregstreeks aangeneem word nie, ten opsigte van die indiensneming of opleiding van sodanige werknemer.

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, sieke-, mediese, versekerings-, spaar-, voorsorgs- of pensioen-fonds, of vir ledelgdele aan 'n vakvereniging;

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

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

(d) wanneer daar van 'n werknemer ingevolge die Swart (Stadsgebiede) Konsolidasiewet, 1945, vereis word of hy daartoe instem om akkommodasie of etes of rantsoene van sy werkgever aan te neem, 'n bedrag wat die bedrae hieronder gespesifiseer, nie te bowe gaan nie—

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 in die geval 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 onbruikbaar 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 op 'n lening toegestaan aan sodanige werknemer om 'n woonhuis aan te koop;

(g) the employee's wage;

(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 (8).

(2) *Casual employees*.—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 remuneration: 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) 'n organisasie of liggaam ten opsigte van die huur van 'n woonhuis of akkommodasie 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.

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

(1) *Gewone werkure.*—'n Werkgever 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) op hoogstens vyf dae in 'n week werk—nege en 'n kwart op 'n dag;

(ii) op meer as vyf dae in 'n week werk—ag en 'n half op 'n dag;

(b) 'n sekuriteitswag of '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) op hoogstens vyf dae in 'n week werk—12 op 'n dag;

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

(c) 'n deurlopendeproseswerker om meer—

(i) gewone werkure te werk as—

(aa) 48 in enige week van Sondag tot en met Saterdag: Met dien verstande dat 'n deurlopendeproseswerker vir gewone werkure wat hy bo en behalwe 46 uur in 'n week werk, betaal moet word teen 'n skaal van minstens een en 'n derde maal sy gewone loon, maar hierdie voorbehoudsbepaling is nie van toepassing op 'n deurlopendeproseswerker wat gewoonlik 'n werkweek van vyf dae het nie;

(ab) agt in 'n skof;

(ii) as ses skofte in 'n week te werk nie: Met dien verstande dat—

(aa) alle skofte wat gewerk word normaalweg deur minstens agt ure onderbreek word;

(ab) 'n werkgever van sy deurlopendeproseswerker kan vereis of hom toelaat om hoogstens sewe skofte in 'n enkele week gedurende enige tydperk van drie agtereenvolgende weke te werk; en

(ac) die gewone werkure van 'n deurlopendeproseswerker hoogstens 144 uur in enige sodanige tydperk van drie agtereenvolgende weke mag wees;

(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 normaalweg—

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

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

(2) *Vry periodes.*—'n Werkgever moet aan elkeen van sy deurlopendeproseswerkers een vry periode van minstens 24 agtereenvolgende ure in elke week toestaan, maar indien 'n werkgever van so 'n werknemer vereis of hom toelaat om gedurende sy vry periode te werk, maak die ure gewerk nie deel van die gewone werkure voorgeskryf by subklousule (1) (c) uit nie.

(b) Elke werkgever wat deurlopendeproseswerkers in diens het, moet voor die aanvang van elke skofsiklus op 'n ooglopende plek op sy perseel wat hy moet bepaal, 'n kennisgewing of diensrooster vertoon wat die skofte aandui wat elke sodanige werker gedurende die daaropvolgende skofsiklus sal moet werk, asook die vry periodes van elke sodanige werker. Die werkgever moet sodanige kennisgewing of diensrooster vir 'n tydperk van minstens drie jaar na die datum daarvan bewaar. As geen sodanige kennisgewing of diensrooster vertoon word nie, word die vry periode van elke sodanige werker geag om middernag op Saterdag te begin.

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

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

(ii) werktydperke wat onderbreek word deur pouses van minder as een uur, 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 tyd wat een en 'n kwart uur te bowe gaan, geag word te wees wat gewerk is;

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

(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. 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 per week—eight and a half on any day;

(b) a security guard or 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 continuous process worker to work more

(i) ordinary hours of work than—

(aa) 48 in any week from Sunday to Saturday, inclusive: Provided that any ordinary hours of work worked by a continuous process worker in any week in excess of 46 hours shall be paid for at a rate of not less than one and one third times his ordinary wage, but this proviso shall not apply to a continuous process worker who normally works a five day week;

(ab) eight on any shift;

(ii) than six shifts in any week: Provided that—

(aa) all shifts worked shall normally be interrupted by not less than eight hours;

(ab) an employer may require or permit his continuous process worker to work not more than seven shifts in any one week during any period of three consecutive weeks; and

(ac) the ordinary hours of work of a continuous process worker shall not exceed 144 hours in any such period of three consecutive weeks;

(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 a half.

(2) *Free periods.*—(a) An employer shall grant to each of his continuous process workers one free period of not less than 24 consecutive hours in every week, but, if an employer requires or permits such an employee to work during his free period, the hours worked shall not form part of the ordinary hours of work prescribed in subclause (1) (c).

(b) Every employer who employs continuous process workers shall, prior to the commencement of each shift cycle, display in a conspicuous place upon his premises to be determined by him, a notice or time-table indicating the shifts which each such worker will be required to work during the ensuing shift cycle and the free periods of each such worker. The employer shall retain such notice or time-table for a period of not less than three years subsequent to the date thereof. If no such notice or time-table is displayed, the free period of each such worker shall be deemed to commence at midnight on Saturday.

(3) *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) wanneer daar, op 'n dag vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om '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 vraag daarvan 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 drie uur te bowe gaan, geag word deel van die gewone werkkure uit 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 aan 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;

(iii) 'n deurlopendeproseswerker gedurende sy gewone werkkure op 'n skof indien hy gedurende sodanige ure die geleentheid gegee word om 'n ete te hê terwyl hy op sy pos is, tensy dit ingevolge enige wetgewing verbied word: Met dien verstande dat indien aan 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.

(4) *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 werkdag en tweede werkdag 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 werkkure van sodanige werknemer uitmaak: Met dien verstande dat, waar 'n werkgewer 'n ruspouse van minstens 20 minute gedurende elke voormiddagwerkdag aan sy werknemer toestaan, die namiddagruspouse 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-verkoper of 'n werknemer wat sodanige drywer of drywer-verkoper vergesel;

(iii) 'n deurlopendeproseswerker, 'n sekuriteitswag of 'n wag: Met dien verstande dat indien so 'n werknemer 'n ruspouse toegelaat is, die tyd opgeneem deur sodanige pouse vir die toepassing van subklousule (1) geag word as tyd deur hom gewerk.

(5) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalings van subklousule (3), moet alle werkkure 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.

(6) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer, uitgesonderd 'n werknemer wat noodwerk verrig, vereis of hom toelaat om andersins oortyd te werk nie as ingevolge 'n ooreenkoms deur hom met sy werknemer gesluit en met dien verstande dat sodanige oortyd nie meer is 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, 3 uur op 'n dag en 10 uur in 'n week.

(7) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen 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 dag gewerk.

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

(i) 'n koper, 'n reisende verteenwoordiger of 'n reisende verteenwoordiger se assistent;

(ii) 'n werknemer ten opsigte van tyd wat hy bestee terwyl hy sy werk as diensdrywer verrig;

(iii) enige ander klas werknemer indien en solank so 'n werknemer gereeld 'n loon ontvang van minstens—

(a) 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;

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

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

(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;

(iii) a continuous process worker during his ordinary hours of work on any shift if he is given the opportunity during such hours of having a meal while at his post, unless this is prohibited in terms of any legislation: 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.

(4) *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 than 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) a continuous process worker, 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.

(5) *Hours of work to be consecutive.*—Save as provided in subclause (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.

(6) *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, three hours on any day and 10 hours in any week.

(7) *Payment for overtime.*—An employer shall pay an employee who works overtime at a 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.

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

(i) a buyer, a travelling representative or a travelling representative's assistant;

(ii) an employee in respect of any time spent by him as a duty driver;

(iii) 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 not less than—

(a) 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, Uitenhage, Somerset West, Stellenbosch, Strand, Wellington and Wynberg and the municipal area of Kimberley;

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

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

(b) 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 en 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 Bethlehem, Harrismith en Kroonstad;

(c) R1 000 per maand in 'n gebied wat nie in paragraaf (a) of (b) hiervan ingesluit is nie.

6. JAARLIKSE VERLOF

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

(a) 'n sekuriteitswag of 'n wag wie se gewone werkure hoogstens 48 in 'n week is en wat gewoonlik—

(i) op hoogstens vyf dae per week werk, 15 agtereenvolgende werkdade;

(ii) op meer as vyf dae per week werk, 18 agtereenvolgende werkdade;

(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) op hoogstens vyf dae per week werk, 20 agtereenvolgende werkdade;

(ii) op meer as vyf dae per week werk, 24 agtereenvolgende werkdade;

(c) enige ander werknemer wat gewoonlik—

(i) op hoogstens vyf dae per week werk, 15 agtereenvolgende werkdade;

(ii) op meer as vyf dae per week werk, 18 agtereenvolgende werkdade;

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

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

(ab) 'n werknemer in paragraaf (a) of (c) bedoel, 'n bedrag van minstens drie maal die weekloon wat die werknemer 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 op enige datum van 'n werknemer wat stukwerk verrig, geag word die gemiddelde loon te wees vir die voorafgaande 13 weke of, indien 'n korter tydperk gewerk is, vir die getal voltooide weke wat aldus gewerk is.

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

(a) as sodanige verlof nie eerder toegestaan is nie, dit, behoudens subklousule (3), so toegestaan en geneem moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet toestaan 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 tydperk van verlof 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 in enige tydperk van 12 maande hoogstens 10 weke is;

(ii) enige tydperk waarin die werknemer kennis van diensbeëindiging ingevolge klousule 12 uitdien; of

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

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

(b) 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) R1 000 per month in any area not included in paragraphs (a) or (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 work-days' 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 work-days' leave;

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

(aa) in the case of 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;

(ab) in the case of an employee referred to in paragraphs (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;

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

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

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

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

(b) Subklousule (2) 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 so 'n termyn opgeloopt het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens, in die geval van—

(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 werkgewer ten opsigte van enige tydperk van geleentheidsverlof aan 'n werknemer met volle betaling op sy skriftelike versoek toegestaan, 'n eweredige bedrag kan aftrek: 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 werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer by diensbeëindiging of voor diensbeëindiging betaal het in plaas daarvan om aldus kennis te gee; of

(ii) wat sy diens sonder 'n regsgeldige rede verlaat;

op geen betaling uit hoofde van hierdie subklousule geregtig is nie.

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

(7) By die toepassing van hierdie klousule word die uitdrukkinge "diens", "dienstyds", "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 uiteengesit in klousule 7 (4) (a) of (b);

(iii) op las of versoek van sy werkgewer;

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

(c) enige tydperk wat 'n werknemer van werk afwesig is terwyl by militêre opleiding ondergaan: 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 sodanige verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat, voordat hierdie Vasstelling bindend geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;

(iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum waarop hierdie Vasstelling bindend geword het, en wel op die jongste van die twee datums.

(8) (a) Ondanks andersluidende bepalings in hierdie klousule kan 'n werkgewer vir die doel van jaarlikse verlof te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting of 'n gedeelte van sy bedryfsinrigting vir 21 agtereenvolgende dae sluit en in daardie geval moet hy sy werknemer kragtens subklousule (1) of kragtens paragraaf (c) hiervan, na gelang van die geval, besoldig.

(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) 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 on which such employment commenced;

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

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave, at any time, but not more than once in any period of 12 months, close his establishment or a part of his establishment for 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) Wanneer Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag gevier word op 'n dag wat andersins 'n werkdag vir 'n werknemer sou wees en 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 gedeelte van 'n bedryfsinrigting waarin hy werksaam is, nie geregtig is op die volle tydperk van die jaarlikse verlof by subklousule (1) (a), (b) of (c) voorgeskryf nie moet, ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgever betaal word op die grondslag in subklousule (5) vermeld, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op sodanige sluitingsdatum van die bedryfsinrigting of gedeelte van die bedryfsinrigting, na gelang van die geval.

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

7. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof toestaan 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, altesaam 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 met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooië tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooië maand diens;

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

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

(a) vir langer as twee agtereenvolgende werkdade;

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

(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 werkgever 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 werkgever;

(ac) met siekteverlof ingevolge subklousule (1);

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

(ii) enige tydperk wat 'n werknemer afwesig is terwyl hy militêre opleiding ondergaan: Met dien verstande dat 'n werknemer nie geregtig is om in een tydperk van 12 maande diens meer as vier maande van sodanige opleidings tyd as diens te eis nie;

(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 workdays,

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) 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,

en word enige tydperk van diens wat 'n werknemer by dieselfde werk-gewer gehad het 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 toegestaan is, geag ingevolge hierdie Vasstelling toegestaan 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 artikel 2 van die Ongevalwet, 1941, slegs as ongeskiktheid beskou word 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 werk-gewer 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 aan hom 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 werk-gewer ingevolge enige ander wet vereis word dat hy aan die werknemer sy volle loon betaal.

8. OPENBARE VAKANSIEDAE, SONDAE EN VRY PERIODES

1. *Vergoeding vir werk op 'n openbare vakansiedag.*—(a) Behoudens klousule 4 (6), wanneer 'n werknemer, uitgesonderd 'n los werknemer, nie op 'n Nuwejaarsdag of die daaropvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val, of op Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag, en sodanige dag val op 'n dag wat andersins 'n gewone werkdag vir hom is, moet sy werk-gewer 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.

(b) 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 'n gewone werkdag vir hom is, moet sy werk-gewer, 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 loonskaal ten opsigte van die hele tyd wat hy op daardie dag gewerk het of 'n bedrag gelyk aan minstens 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 skaal ten opsigte van die hele tyd wat hy op daardie dag gewerk het, en hom binne sewe dae na sodanige dag een dag verlof toestaan en hom ten opsigte van sodanige verlof 'n bedrag van minstens die loon betaal wat aan hom 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 werk-gewer, behoudens klousule 4 (6), hom ten opsigte van daardie dag 'n bedrag betaal wat minstens die loon is wat aan hom betaalbaar is 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 loonskaal ten opsigte van die hele tyd wat hy op daardie dag gewerk het of 'n bedrag gelyk aan minstens die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk, en wel die bedrag wat die grootste is; of

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

(2) *Vergoeding vir werk op 'n Sondag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n deurlopendeproseswerker of 'n los werknemer, op 'n Sondag werk, moet sy werk-gewer hom—

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

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 his incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for any period of sick leave in terms of subclause (1);

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

8. PUBLIC HOLIDAYS, SUNDAYS AND FREE PERIODS

(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) 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.*—(a) Whenever an employee, other than a continuous process worker or a casual employee, works on a Sunday, his employer shall pay 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) indien hy aldus vir 'n tyd van langer as vier uur werk, 'n bedrag betaal van minstens 'n bedrag bereken teen 'n skaal van dubbel sy loonskaal ten opsigte van die hele tyd wat hy op sodanige Sondag gewerk het, of 'n bedrag gelyk aan dubbel die loon betaalbaar aan hom ten opsigte van die tyd (uitgesonderd oortyd) wat hy normaalweg op 'n weekdag werk, en wel die bedrag wat die grootste is; of

(iii) 'n bedrag bereken teen 'n skaal van minstens een en 'n derdemaal sy loonskaal betaal ten opsigte van die hele tyd wat hy op sodanige Sondag gewerk het en hom binne sewe dae na sodanige Sondag een dag verlof toestaan en hom ten opsigte van sodanige verlof 'n bedrag van minstens die loon betaal wat aan hom betaalbaar is ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk.

(b) Wanneer 'n deurlopendeproseswerker op 'n Sondag werk, moet sy werkgever hom behoudens subklousule (3) teen 'n skaal van minstens een en 'n half maal sy gewone loon betaal ten opsigte van die hele tyd wat hy op sodanige Sondag gewerk het: Met dien verstande dat oortydbetaling vir werk op 'n Sondag nie bereken word teen 'n loontarief hoër as dié voorgeskryf in hierdie paragraaf nie.

(3) *Vergoeding vir werk gedurende 'n vry periode.*—Wanneer 'n deurlopendeproseswerker gedurende sy vry periode werk, moet sy werkgever hom betaal teen 'n skaal van minstens dubbel sy gewone loon ten opsigte van die hele tyd wat hy gedurende sodanige vry periode gewerk het: Met dien verstande dat, wanneer daar van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur gedurende sodanige periode te werk, hy geag word vier uur te gewerk het.

(4) *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, Gelofte dag, Kersdag of op 'n Sondag werk, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag betaal teen 'n skaal van minstens dubbel die dagloon voorgeskryf in klousule 3 (1) (b) ten opsigte van die hele tyd 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 om minstens nege en 'n kwart uur op daardie dag te gewerk het.

(5) Wanneer 'n werknemer vir 'n tydperk werk wat gedeeltelik op 'n openbare vakansiedag bedoel in klousule 2 (65) val of op 'n Sondag of in sy vry periode 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.

(6) 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).

(7) Voorbehoudsbepalings 1 (b) tot en met (3), (5) en (6) is nie van toepassing nie op 'n werknemer bedoel in klousule 5 (8).

9. STUKWERK EN KOMMISSIEWERK

(1) *Stukwerk.*—(a) 'n Werkgever kan, wanneer hy 'n werknemer in diens neem of nadat hy minstens een week kennis gegee het 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 waarin stukwerk verrig word, die bedrag wat hy sodanige werknemer vir daardie week sou moes betaal het as hy hom op die basis van tyd gewerk betaal het;

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

(b) 'n Werkgever moet 'n lys van die tariewe in paragraaf (a) bedoel, op 'n opvallende 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 tariewe 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 moet 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.

(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.

(b) Whenever a continuous process worker works on a Sunday, his employer shall, subject to subclause (3), pay him at a rate of not less than one and a half times his ordinary wage in respect of the total period worked by him on such Sunday: Provided that work on a Sunday shall not attract payment for overtime over and above the rate of remuneration prescribed in this paragraph.

(3) *Compensation for work during a free period.*—Whenever a continuous process worker works during his free period, his employer shall pay him at a rate of not less than double his ordinary wage in respect of the total period worked by him during such free period: Provided that, where such an employee is required or permitted to work for less than four hours during such period, he shall be deemed to have worked for four hours.

(4) *Compensation to a casual employee for work on a public holiday or a Sunday.*—Wherever 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.

(5) Whenever an employee works for a period which falls partly on any public holiday referred to in clause 2 (76) or on a Sunday or in his free period 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.

(6) 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).

(7) *Savings.*—Subclauses 1 (b) to (3), inclusive, (5) and (6) shall not apply to an employee referred to in clause 5 (8).

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, 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—

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

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

(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) *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 bepaling 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 van betaling van kommissie op bestellings wat die werkgever voor die beëindiging van die dienskontrak aanvaar het: Met dien verstande dat die besoldiging van sodanige reisende verteenwoordiger op Kommissiewerk betaal moet word op die dag in die ooreenkoms bepaal, en in dié opsig is die bepaling van klousule 4 (1) nie op sodanige betaling van toepassing nie.

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

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

(d) 'n Werkgever kan met sy werknemer ooreenkoms, uitgesonderd 'n reisende verteenwoordiger, om sodanige werknemer kommissie te betaal op verkope 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 aangegaan 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.

(f) 'n Werkgever 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. GETALSERHOUDING

(1) 'n Werkgever mag nie 'n ongekwalifiseerde werknemer graad I of werknemer graad II in diens neem nie tensy hy onderskeidelik 'n gekwalifiseerde werknemer graad I of werknemer graad II in diens het, en vir elke gekwalifiseerde werknemer graad I of werknemer graad II in sy diens mag hy hoogstens onderskeidelik twee ongekwalifiseerde werknemers graad I of werknemers graad II in diens neem.

(2) Ondanks andersluidende bepalinge in hierdie klousule, is subklousule (1) op elke skof afsonderlik van toepassing in 'n bedryfsinrigting waarin daar meer as een skof gëwerk word in enige tydperk van 24 agtereenvolgende ure.

(3) By die toepassing van hierdie klousule—

(a) kan geag word dat 'n werkgever of bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n werknemer graad I of werknemer graad II verrig, 'n gekwalifiseerde werknemer in sodanige klas is;

(b) kan geag word dat 'n ongekwalifiseerde werknemer wat 'n loon ontvang van minstens die loon wat vir 'n gekwalifiseerde werknemer van sy klas en gebied voorgeskryf is, 'n gekwalifiseerde werknemer is.

(4) Hierdie klousule is afsonderlik op elke bedryfsinrigting van toepassing.

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

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

(iii) the area in which such traveller 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 a traveller on commission work shall be payable on the day stipulated in the agreement, and in this respect the provisions of clause 4 (1) shall not apply to such payment.

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

(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) 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. PROPORTION OR RATIO

(1) An employer shall not employ an unqualified grade I employee or grade II employee, unless he has in his employ a qualified grade I employee or grade II employee, respectively and for each qualified grade I employee or grade II employee in his employ he shall not employ more than two unqualified grade I employees or grade II employees respectively.

(2) Notwithstanding anything to the contrary in this clause contained, subclause (1) shall apply to each shift separately in an establishment in which more than one shift is worked in any period of 24 consecutive hours.

(3) For the purposes of this clause—

(a) an employer or manager who is wholly or mainly engaged in the work of a grade I employee or grade II employee, may be deemed to be a qualified employee in such class;

(b) an unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his class and area may be deemed to be a qualified employee.

(4) This clause shall apply separately to each establishment.

11. 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 bevaling en eindigende agt weke na die datum van haar bevalling te werk nie.

12. BEËINDIGING 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; of
- (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 regsgeldige grond sonder kennisgewing te beëindig;

(ab) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;

(ac) die werking van 'n verbeurging of straf wat regtens van toepassing mag wees op 'n werknemer wat dros;

nie hierdeur geraak word nie: Voorts met dien verstande dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word, wanneer werkgewer 'n werknemer betaal in plaas van kennis gee, 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) by klousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waaroor daar ooreengekom is.

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

(a) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende, 'n werknemer se afwesigheid met verlof ingevolge klousule (6) toegestaan of met siekteverlof toegestaan ingevolge klousule (7) of weens ongeskiktheid in die omstandighede in klousule 7 (4) (a) of (b) uiteengesit, waar sodanige afwesighede altesaam hoogstens 10 weke in 'n tydperk van 12 agtereenvolgende maande diens by dieselfde werkgewer; en

(b) 'n kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende, 'n werknemer se afwesigheid weens militêre opleiding, behalwe waar 'n werknemer anders versoek en sy werkgewer skriftelik daartoe instem.

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

13. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende kleres 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 sinderlike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende kleres bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende kleres te was of te stryk en in so 'n geval moet die werkgewer sodanige werknemer 'n toelae betaal van minstens 90c vir elke week ten opsigte waarvan daar van sodanige werknemer vereis word om die beskermende kleres te dra.

11. 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.

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. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

14. DIENSSERTIFIKAAT

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

DIENSSERTIFIKAAT

Ek/Ons.....
 wat die Voedselnywerheid 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 per week.

.....
*Handtekening van werkgever of gemagtigde
 verteenwoordiger*

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

15. LOGBOEK

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

DAAGLIKSE LOGBOEK

Naam van werkgever.....
 Naam van drywer of drywer-verkoper.....
 Datum.....
 Tyd waarop werk begin het.....
 Tyd waarop werk gestaak is.....
 Getal ure gewerk.....
 Etenspouses van..... tot.....
 Besonderhede omtrent enige ongeluk of vertraging.....
 Naam (name) van werknemer(s) wat drywer of drywer-verkoper vergesel.....
 Datum.....

.....
*Handtekening van drywer of drywer-
 verkoper*

(2) Elke drywer of drywer-verkoper moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse logboek 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 logboek wat ingevolge subklousule (2) by hom ingedien is, minstens drie jaar lank na sodanige indiening bewaar.

16. 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.

14. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the ground of desertion or where the employee is a casual employee, the employer shall, upon termination of any contract of employment, furnish the employee with a certificate of service substantially in the 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 Food 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*

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

15. 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.....
 Date.....
 Signature of driver
 or driver-salesman

(2) Every driver or 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 this 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.

16. 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 any 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.

PRESENSIEREGISTER

Naam van werknemer										Klas van werknemer									
Jaar		Inskrywings wat werknemer moet doen										Opmerkings (as daar is)							
Maand		Werkpouses								Oortyd gewerk		Totale getal ure							
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	Handtekening	Deur werknemer	Deur werkgewer	Deur werkgewer as werknemer afwesig was. Redes vir sy afwesigheid (moet deur werkgewer geteken word)	Deur inspekteur	
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			
11																			
12																			
13																			
14																			
15																			
16																			
17																			
18																			
19																			
20																			
21																			
22																			
23																			
24																			
25																			
26																			
27																			
28																			
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	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																		
7																		
8																		
9																		
10																		
11																		
12																		
13																		
14																		
15																		
16																		
17																		
18																		
19																		
20																		
21																		
22																		
23																		
24																		
25																		
26																		
27																		
28																		
29																		
30																		
31																		

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.

(2) 'n Werkgewer 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:

No.	Naam van werknemer				
Klas van werknemer	Week eindigende 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 (i) 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; en
- (iii) die ophoutyd van werk vir die dag.

(4) 'n Werkgewer 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 (8) van die werkure-bepalings uitgesluit word;
- (b) 'n drywer, 'n drywer-verkoper en 'n werknemer wat sodanige drywer of drywer-verkoper vergesel.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 385, gepubliseer by Goewermentskennisgewing R. 1580 van 20 Julie 1979, soos gewysig by Goewermentskennisgewing R. 1741 van 21 Augustus 1981.)

(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:

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 (8);
- (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 385, published under Government Notice R. 1580 of 20 July 1979, as amended by Government Notice R. 1741 of 21 August 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

VAKWOORDEBOEKE**TECHNICAL DICTIONARIES**

Saamgestel deur die VAKTAALBURO, Departement van Nasionale Opvoeding en verkrygbaar by die Staatsdrukker, Pretoria en Kaapstad. (AVB ingesluit).

Compiled by the TERMINOLOGY BUREAU, Department of National Education and obtainable from the Government Printer, Pretoria and Cape Town. (GST included).

- **REKENINGKUNDETERME (1973)**

Saamgestel met medewerking van die Onderwysdepartement van Kaapland
109 pp; sagte band
4 400 terme: Eng.-Afr., Afr.-Eng.
Inhoud: Hoofsaaklik terme wat vir die nuwe onderwysleerplanne ter sake is. Sluit Lys van Afkortings in.
Prys R1, buitelands 95c, posvry.

- **ACCOUNTING TERMS (1973)**

Compiled in collaboration with the Cape Education Department
109 pp; soft cover
4 400 terms: Eng.-Afr., Afr.-Eng.
Contents: Mainly terms that are relevant to the new, uniform syllabuses. Includes a List of Abbreviations.
Price R1, abroad 95c, post free.

VAKWOORDEBOEKE**TECHNICAL DICTIONARIES**

Saamgestel deur die VAKTAALBURO, Departement van Nasionale Opvoeding en verkrygbaar by die Staatsdrukker, Pretoria en Kaapstad. (AVB ingesluit).

Compiled by the TERMINOLOGY BUREAU, Department of National Education and obtainable from the Government Printer, Pretoria and Cape Town. (GST included).

- **BASKETBAL, KORFBAL, NETBAL (1975)**

Saamgestel met medewerking van die Koördinerende Vaktaaltraad vir Sport
43 pp; sagte band
3 000 terme: Eng.-Afr., Afr.-Eng.
Prys R1,90, buitelands R2,40, posvry.

- **HAARKAPPERSTERME (1971)**

Saamgestel deur die Vaktaalkomitee vir die Onderwys se Subkomitee vir Haarkappersterme
309 pp; sagte band
9 600 terme: Eng.-Afr., Afr.-Eng.
Inhoud: Dermatologie, Fisiologie en Higiëne, Haarkap-laboratoriumwerk, Haarkunde, Kosmetologie, Manikuring, Salonwetenskap, Skoonheidskunde
Prys R1,70, buitelands R3,50, posvry.

- **HUISHOUDKUNDETERME (derde, hersiene uitgawe 1975)**

Saamgestel deur die Redaksiekomitee (Huishoudkunde)
398 pp; harde band
31 000 terme: Eng.-Afr., Afr.-Eng.
Inhoud: Bevriesing, Dieetkunde, Kookkuns, Spyskaarte, Huishoukuns, Huistoestelle, Meubels en meubelgeskiedenis, Skoonheidsmiddels, Tuisverpleging
Prys, R5,75, buitelands, R6,90, posvry.

- **BASKETBALL, KORFBALL, NETBALL (1975)**

Compiled in collaboration with the Co-ordinating Terminology Committee for Sport
43 pp; soft cover
3 000 terms: Eng.-Afr., Afr.-Eng.
Price R1,90, abroad R2,40, post free.

- **HAIRDRESSING TERMS (1971)**

Compiled by the Education Terminology Committee
309 pp; soft cover
9 600 terms: Eng.-Afr., Afr.-Eng.
Contents: Beauty culture, Cosmetology, Dermatology, Hairdressing laboratory work, Manicuring, Physiology and hygiene, Salon science, Trichology
Price R1,70, abroad R3,50, post free.

- **HOME ECONOMICS DICTIONARY (third, revised edition 1975)**

Compiled by the Editorial Committee (Home Economics)
398 pp; hard cover
31 000 terms: Eng.-Afr., Afr.-Eng.
Contents: Freezing, Cookery, Menus, Dietetics, Housewifery, Household appliances, Furniture, Cosmetics, Home nursing
Price R5,75, abroad R6,90, post free.

Ander

- **TERMINOLOGIE VIR LIGGAAMLIKE OPVOEDING (1968)**

Uitgegee deur die Departement van Nasionale Opvoeding
340 pp; harde band
Eng.-Afr., Afr.-Eng. Verklarend en toegelig met tekeninge
Inhoud: Gimnastiek, Dans en ritmiese beweging, Na-bootsingsoefeninge, Gimnastiekspele
Prys, R2,40, posvry

Other

- **PHYSICAL EDUCATION TERMINOLOGY (1968)**

Issued by the Department of National Education
340 pp; hard cover
Eng.-Afr., Afr.-Eng. Explanatory and illustrated with drawings
Contents: Gymnastics, Dance and rhythmic movement, Imitative exercises, Gymnastic games
Price R2,40, post free.

INHOUD

No.	Bladsy No.	Staats- koerant No.
GOEWERMENTSKENNISGEWING		
Mannekrag,, Departement van Goewermentskennisgewing		
R. 727 Loonwet (5/1957): Loonvasstelling 434: Voedselnywerheid, Republiek van Suid- Afrika.....	1	9181

CONTENTS

No.	Page No.	Gazette No.
GOVERNMENT NOTICE		
Manpower, Department of Government Notice		
R. 727 Wage Act (5/1957): Wage Determination 434: Food Industry, Republic of South Africa.....	1	9181