



# STAATSKOERANT

## VAN DIE REPUBLIEK VAN SUID-AFRIKA

### REPUBLIC OF SOUTH AFRICA

# GOVERNMENT GAZETTE

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## GOEWERMENSKENNISGEWINGS

### DEPARTEMENT VAN MANNEKRAG

No. R. 2007

14 September 1984

LOONWET, 1957

#### LOONVASSTELLING 437.—DAMESKOUSNYWERHEID, OOS-LONDEN EN PARYS

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 Dameskousnywerheid, Oos-Londen en Parys, gemaak en die derde Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepaling van genoemde Loonvasstelling bindend word.

#### BYLAE

#### 1. GEBIED EN OMVANG VAN VASSTELLING

(1) Hierdie vasstelling is van toepassing op al die werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Dameskousnywerheid, soos omskryf in subklousule (2), in die landdrosdistrikte Oos-Londen en Parys.

(2) "Dameskousnywerheid" beteken die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van dameskouse, met inbegrip van broekiekouse, uit kunsvêsel, sy, katoen of wol of enige samestelling daarvan of uit enige samestelling van enige ander materiaal, en dit omvat die vervaardiging van gare vir hierdie doel, en ook alle werksaamhede wat gepaard gaan met of voortspruit uit enige van bogenoemde aktiwiteite.

#### 2. WOORDOMSKRYWINGS

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

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

(a) Klaar geadresseerde etikette op kiste, kartonne of ander houers aanbring;

(b) kartonhouers bymekaarmaak of opstel;

(c) 'n ambagsman behulpzaam wees deur artikels of gereedskap vas te hou of andersins saam met hom te werk, uitgesonderd deur gereedskap selfstandig te gebruik;

(d) op afleweringsovertuie help, maar nie die voertuie dryf of herstelwerk daaraan doen nie;

## GOVERNMENT NOTICES

### DEPARTMENT OF MANPOWER

No. R. 2007

14 September 1984

WAGE ACT, 1957

#### WAGE DETERMINATION 437.—LADIES' STOCKINGS INDUSTRY, EAST LONDON AND PARYS

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 Ladies' Stockings Industry, East London and Parys, and has fixed the third Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

#### SCHEDULE

#### 1. AREA AND SCOPE OF DETERMINATION

(1) This determination shall apply to all the employers and all their employees, other than managers, in the Ladies' Stockings Industry as defined in subclause (2) in the Magisterial Districts of East London and Parys.

(2) "Ladies' Stockings Industry" means the Industry in which employers and employees are associated for the manufacture of ladies' stockings, including pantihose, from artificial fibre, silk, cotton, wool or any combination thereof or any combination of any other material and includes the manufacture of yarn for this purpose, and also includes all operations incidental to or consequent on any of the above-mentioned activities.

#### 2. DEFINITIONS

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

(1) "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; (47)

(2) "artisan" means an employee who is engaged in work normally performed by a skilled artisan, and for the purposes of this definition the expression—

(e) goedere of ander artikels dra, optel, opstapel, verskuif, laai of aflaai;

(f) persele, installasies, masjinerie, gereedskap, voertuie, meubels, gerei, skottels of ander houers of artikels skoonmaak of was;

(g) uitskotkouse stukkend sny of op 'n ander manier vernietig;

(h) boodskappe of artikels in 'n bedryfsinrigting aflewer, maar nie pos versprei of sorteer nie;

(i) tuinwerk;

(j) latrines afwit, kleurkalk of ontsmet;

(k) vure maak of aan die gang hou, of vullis of as verwyder;

(l) tee of soortgelyke verversingsdranke maak of tee of soortgelyke verversingsdranke aan werknemers of aan die werkgewer of sy besoekers bedien;

(m) sakke, kiste, kartondose of ander houers oop- of toemaak of uitpak of toebind;

(n) spesiaal ontwerpte houers met 'n termiese seël verseël nadat kouse daarin verpak is;

(o) ru-stukke van mekaar skei;

(p) die naam, handelsmerk, kleur of grootte van kouse stempel of sjabloner;

(q) operateurs van werk of materiaal voorsien;

(r) afgewerkte of halfafgewerkte kouse van een afdeling in 'n bedryfsinrigting na 'n ander neem;

(s) kouse omdop nadat hulle gebrei is;

(t) uniforms, oorpakke of ander beskermende kleres was;

(u) artikels van die selfde grootte en getal toedraai in vooraf gesnyde omslae wat spesiaal ontwerp is om hulle te bevat; (22)

(2) "ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie omskrywing beteken die uitdrukking—

(a) "geskoolde ambagsman" 'n werknemer wat 'n kontrak van vakleerlingskap voltooi het of geag word te voltooi het in 'n ambag wat ingevolge die Wet op Mannekragopleiding, 1981, aangewys is of geag word aangewys te wees, of wat in besit is van 'n sertifikaat wat deur die Registrateur van Mannekragopleiding aan hom uitgereik is of geag word uitgereik te gewees het en wat ingevolge daardie wet ambagsmanstatus aan hom verleen, en enige ander werknemer wat werk doen wat in die reël deur 'n ambagsman verrig word, behalwe waar in hierdie vaststelling uitdruklik ander bepaal word;

(b) "werk wat in die reël deur 'n geskoolde ambagsman verrig word" ook die stel of oorstel van 'n masjien vir stylverandering; (2)

(3) "bediender van 'n mobiele hystoestel" 'n werknemer wat werk met 'n kragaangetrewe mobiele hystoestel of 'n vorkhefswa wat by die laai, aflaai, versit of opstapel van goedere gebruik word; (38)

(4) "bedryfsinrigting" 'n perseel of gedeelte daarvan waarin of in verband waarmee een of meer werknemers in hierdie nywerheid in diens is; (15)

(5) "bestuurder" 'n werknemer wat deur sy werkgewer belas is met die algemene toesig oor, verantwoordelikheid vir en leiding van die werksaamhede van 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting en die werknemers daarin; (35)

(6) "breier" 'n werknemer wat oor die algemeen in beheer is van en verantwoordelik is vir die bediening van 'n breimasjien of stel breimasjiene en wie se pligte een of meer van die volgende werksaamhede insluit:

(a) Kleinere verstellings aan sodanige masjiene of masjiene aanbring;

(b) naalde verwyder of terugplaas;

(c) sodanige masjiene of masjiene oorstel, uitgesonderd vir styl;

(d) toesig hou oor een of meer breiersassistent; (29)

(7) "breiersassistent" 'n werknemer wat, onder algemene toesig van 'n ambagsman of breier, een of meer van die volgende werksaamhede verrig:

(a) Los garetrade of dons uit naalde verwyder;

(b) Spoel verwyder of terugplaas;

(c) die swak werkverrigting van 'n masjiene rapporteer;

(d) masjiene inryg; (30)

(8) "bruto kombinasie-massa", met betrekking tot 'n motorvoertuig, sy bruto voertuig-massa saam met die massa, met die vrag, van 'n sleepwa of leunwa wat getrek word deur sodanige motorvoertuig soos gespesifiseer deur die vervaardiger of, by gebreke aan sodanige spesifikasie, soos bepaal deur die betrokke registrasie-owerheid; (25)

(9) "bruto voertuig-massa", met betrekking tot 'n motorvoertuig of 'n sleepwa, die maksimum massa van sodanige voertuig of sleepwa en sy vrag soos gespesifiseer deur die vervaardiger of, by gebreke aan sodanige spesifikasie, soos bepaal deur die betrokke registrasie-owerheid; (26)

(10) "chauffeur" 'n werknemer, uitgesonderd 'n drywer of 'n reisende verteenwoordiger se assistent, wat 'n motorvoertuig dryf wat vir die vervoer van sy werkgewer, kliënte of besoekers bedoel is en wat gebruik kan word vir die vervoer van werknemers, dokumente of pakkette; (6)

(a) "skilled 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;

(b) "work normally performed by a skilled artisan" includes the setting or re-setting of a machine for change of style; (2)

(3) "boarder" means an employee who is engaged in placing stockings on leg forms according to size preparatory to treatment in a steam chamber or removing stockings from leg forms after such treatment and placing such stockings in batches according to instructions received; (50)

(4) "boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler; (18)

(5) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (27)

(6) "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; (10)

(7) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, despatch clerk, storeman, telephone switchboard operator or any office machine operator but does not include a factory clerk or any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a part of such employee's work; (21)

(8) "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; (22)

(9) "day" means the period of 24 hours from midnight to midnight: Provided that in the case of a shift worker, an employee engaged in the cleaning or washing of premises, a security guard or a watchman, it shall mean a period of 24 hours reckoned from the time such an employee commences work; (11)

(10) "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; (48)

(11) "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; (12)

(12) "dye" means an employee who is responsible for and engaged in the dyeing process and who decides on the nature, mass, blending and application of the dyes or other chemicals to be used; (19)

(13) "dye's assistant" means an employee who, under the supervision of a dye, is engaged in mass-measuring or mixing colour substances or attending or operating machines used in the drying or drying of stockings; (20)

(14) "emergency work" means—

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

(b) any work in connection with the 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; (32)

(15) "establishment" means any premises or part thereof in or in connection with which one or more employees are employed in this industry; (4)

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

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

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

(11) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat dit in die geval van 'n skofwerker 'n werknemer wat indiens is vir die skoonmaak van persele, 'n sekuriteitswag en 'n wag, 'n tydperk van 24 uur gereken vanaf die tyd wat so 'n werknemer begin werk, beteken; (9)

(12) "drywer" 'n werknemer, uitgesonderd 'n chauffeur of 'n reisende verteenwoordiger se assistent, wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordomsyrywing omvat die uitdrukking " 'n motorvoertuig dryf" al die tyd wat hy dryf en al die tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat sodanige werknemer verplig is om op sy pos te bly gereed om te dryf; (11)

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

- (a) die Suid-Afrikaanse Rooikruisvereniging; of
- (b) die St. John Ambulance Association; of
- (c) die Suid-Afrikaanse Noodhulppliga; (19)

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

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

en wat kleiner wonde of beserings verbind en wat aantekening kan hou van die name van werknemers wat behandel is of deur 'n mediese praktisyn behandel moet word, die aard van die besering en die behandeling wat gegee is; (20)

(15) "ekstra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa meer as 16 000 kg is; (17)

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

- (a) Bestellings vir versending bymeekaarmaak;
- (b) besonderhede van werkkragte vir produksiebeheer nagaan of aanteken;
- (c) bywoningsregisters nagaan of besonderhede aanteken van werknemers wat by die werk is of van die werk afwesig is, of van die tyd wat werknemers aan verskillende take bestee;
- (d) besonderhede van goedere of algemene voorrade wat ontvang of uitgereik is, nagaan of aanteken, of voorraadregisters byhou;
- (e) fabrieksdokumente met 'n masjien of met die hand kopieer;
- (f) fabrieksdokumente liaseer, sorteer of andersins versorg;
- (g) tale wat deur Swart of Indiërwerknemers gepraat word, tolk of vertaal en wat verklarings kan afneem;
- (h) vragbriewe of afleweringbriewe, uitgesonderd fakture, uitmaak;
- (i) goedere massameet en besonderhede daarvan aanteken;
- (j) 'n adresseersmasjien of 'n ponskaart-, afrol-, optel- of kopieermasjien, uitgesonderd 'n tikmasjien, bedien;
- (k) loon- of tydkaarte gereed maak of stukwerkverdiensies aanteken sodat 'n klerk dit later kan gebruik;
- (l) goedere ontvang of nagaan en besonderhede daarvan aanteken;
- (m) bondelnommers, inhoud of verwysingsnommers aanteken van houers wat volgemaak of versend is;
- (n) besonderhede van jaarlikse of siekteverlof aanteken;
- (o) besonderhede van afval aanteken;
- (p) die indiensneming, ontslag of bedanking van werknemers aanteken, asook enige nodige inskrywings in die werknemers se persoonlike lêers of dokumente maak, of dienssertifikate gereed maak;
- (q) lyste maak van produksiesyfers;
- (r) toesig hou oor die aflaai van goedere; (18)

(17) "faktotum" 'n werknemer, uitgesonderd 'n vakleerling of 'n kwekeling, wat kleinere verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, en wat ook kleinere herstelwerk of opknappings aan geboue kan doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (27)

(18) "ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook of uithaal; (4)

(19) "kleurder" 'n werknemer wat verantwoordelik is vir en werksaam is in die kleurproses en wat besluit oor die aard, massa, vermenging en aanwending van die kleurstowwe of ander chemikalieë wat gebruik moet word; (12)

(c) any other class of employee, the total period or periods of employment which an employee has had in his class in this Industry; (34)

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

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

- (a) Assembling orders for despatch;
- (b) checking or recording for production control, particulars of labour employed;
- (c) checking attendance records or recording particulars of employees at work or absent from work or the time spent by employees on different tasks;
- (d) checking or recording particulars of goods or general stores received or issued, or keeping stock records;
- (e) copying factory documents by machine or hand;
- (f) filing, sorting, or otherwise attending to factory documents;
- (g) interpreting or translating languages spoken by Black or Asian employees and who may record statements;
- (h) making out consignment or delivery notes other than invoices;
- (i) mass-measuring goods and recording particulars thereof;
- (j) operating an adressograph or a punch card, duplicating, adding or copying machine, other than a typewriter;
- (k) preparing wage or time cards or recording piecework earnings for subsequent use by a clerk;
- (l) receiving or checking goods, including the recording of particulars thereof;
- (m) recording bath numbers, contents or reference numbers of containers filled or despatched;
- (n) recording particulars of annual or sick leave;
- (o) recording particulars of waste;
- (p) 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;
- (q) scheduling production figures;
- (r) supervising the off-loading of goods; (16)

(19) "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; or
- (b) the St John Ambulance Association; or
- (c) die Suid-Afrikaanse Noodhulppliga; (13)

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

- (a) the South African Red Cross Society; or
- (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; (14)

(21) "foreman" means an employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (49)

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

- (a) Affixing ready addressed labels to boxes, cartons or other containers;
- (b) assembling or setting up cardboard containers;
- (c) assisting an artisan by holding articles or tools or otherwise working with him other than by the independent use of tools;
- (d) assisting on delivery vehicles other than driving or effecting repairs;
- (e) carrying, lifting, stacking, moving, loading or unloading goods or other articles;
- (f) cleaning or washing premises, plant, machinery, tools, vehicles, furniture, utensils, dishes or other containers or articles;
- (g) cutting up or otherwise destroying rejected stockings;
- (h) delivering messages or articles within an establishment but excluding the distribution or sorting of mail;
- (i) gardening work;
- (j) lime-washing or colour-washing or disinfecting latrines;
- (k) making or maintaining fires, or removing refuse or ashes;

(20) "kleurderassistent" 'n werknemer wat, onder die toesig van 'n kleurder, kleurstowwe massameet of meng of masjiene wat vir die kleur of droog van kouse gebruik word, bedien of daarvoor toesig hou; (13)

(21) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en dit omvat ook 'n kassier, versendingsklerk, magasynman, telefoonskakelbordoperateur of enige kantoomasjieneoperator, maar nie 'n fabrieksklerk of enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se werk; (7)

(22) "kommissiewerk" 'n stelsel waarvolgens 'n werknemer se besoldiging bereken word volgens die waarde van die verkope wat hy tot stand bring of die getal bestellings wat hy aan sy werkgever voorlê en wat sy werkgever aanvaar; (8)

(23) "korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n slappe in die bedryf, 'n tekort aan grondstowwe, 'n kragonderbreking of 'n onklaarraking van masjinerie of installasie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (45)

(24) "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 geag word aangewys te wees; (50)

(25) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa hoogstens 3 500 kg is; (32)

(26) "loon" die bedrag 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 by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken, maar dit mag nie so uitgelê word dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar by klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op so 'n grondslag in diens was nie; en "gewone loon" en "weekloon" het 'n ooreenstemmende betekenis; (53)

(27) "los werknemer" 'n werknemer wat hoogstens drie dae per week by dieselfde werkgever in diens is; (5)

(28) "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; (46)

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

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

(31) "motorvoertuig" 'n selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm<sup>3</sup> wat gebruik word vir die vervoer van goedere, uitgesonderd 'n reisende verteenwoordiger se monsters, en dit omvat 'n voorhaker, 'n twee- of driewielmotorfiets, bromponie of outofiets en 'n trekker maar nie ook 'n mobiele hystoel of 'n vorkhefswa nie; (39)

(32) "noodwerk" (a) enige werk wat weens onvoorsiene omstandighede, soos 'n brand, storm, ongeluk, epidemie, gewelddaad, sabotasie, nywerheidsnors, diefstal, kragonderbreking, onklaarraking van 'n installasie of masjinerie of 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 werkeure 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 karweier gebruik word by die uitvoering van sy kontrak as sodanig met die Suid-Afrikaanse Vervoerdienste; (14)

(33) "onderhoudsfaktotum" 'n werknemer, uitgesonderd 'n vakleerling of kwekeling wat, onder toesig van 'n ambagsman, masjiene olie, smeer en skoonmaak en wat dele van masjiene of ander uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, kan vervel of vervang, maar wat nie werk doen wat gewoonlik deur 'n ambagsman gedoen word nie; (34)

(34) "ondervinding", met betrekking tot—

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

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

(c) enige ander klas werknemer, die totale tydperk of tydperke wat 'n werknemer in sy klas in hierdie nywerheid werksaam was; (16)

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

(m) opening, closing, unpacking or strapping bags, boxes, cartons or other containers;

(n) sealing by means of a thermal sealer, specially designed containers after stockings having been packed into them;

(o) separating blanks;

(p) stamping or stencilling the name, brand, colour or size of stockings;

(q) supplying operators with work or materials;

(r) taking finished or semi-finished stockings from one department to another within an establishment;

(s) turning stockings after knitting;

(t) washing uniforms, overalls or other protective clothing;

(u) wrapping articles of uniforms size and number in pre-cut wrappers specially designed to contain them; (1)

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

(a) Closing toes of stockings by means of a linking process;

(b) inserting gussets into stockings;

(c) joining two slit stockings to form a completed stocking, using a cup seaming or overlocking machine;

(d) mending ladders in stockings by hand or machine;

(e) seaming fully-fashioned stockings by machine; (53)

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

(a) Attaching elastic bands to welts of stockings, using an elasticator machine;

(b) closing toes of stockings other than by means of a linking process;

(c) cooking meals for canteen purposes;

(d) examining stockings for defects before dyeing;

(e) folding, wrapping, labelling or boxing stockings;

(f) grading or sorting stockings according to colour, style, size, length or quality;

(g) joining two ends of the elastic bands, using an overlocking machine;

(h) marking or cutting gussets by hand or machine;

(i) mending stockings, other than as in (d) of grade I employee;

(j) packing boxed stockings into warehouse shelves or removing from shelves to order requirements for despatch or delivery;

(k) printing name, brand, colour or size on labels;

(l) putting a seam on a seamless stocking;

(m) separating and placing stockings in dye nets in preparation for dyeing;

(n) slitting stockings to a prescribed depth or predetermined line, using scissors or thermal cutter prior to overlocking;

(o) supplying yarn to knitting machines or tying ends of yarn on cones together (pigtail);

(p) trimming surplus threads off stockings by hand or machine;

(q) turning, examining for defects and straightening stockings after dyeing; (54)

(25) "gross combination mass", in relation to a motor vehicle, means its gross vehicle mass together with the mass, with load, of any trailer or semi-trailer, drawn by such motor vehicle, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (8)

(26) "gross vehicle mass", in relation to a motor vehicle or a trailer, means the maximum mass of such vehicle or trailer and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (9)

(27) "handyman" means an employee, other than an apprentice 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; (17)

(28) "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; (44)

(29) "knitter" means an employee who is in general charge of and responsible for the operation of a knitting machine or set of knitting machines and whose duties include any one or more of the following activities:

(a) Making minor adjustments to such machine or machines;

(b) removing or replacing needles;

(35) "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 gewone werkure by klousule 5 (1) vir sodanige werknemer voorgeskryf, maar dit omvat nie 'n tydperk waarin 'n werknemer op 'n Sondag vir sy werk-gewer werk nie; (40)

(36) "openbare vakansiedag" Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag; (42)

(37) "plaaslike owerheid" 'n munisipale raad, stadsraad, afdelingsraad, dorpsraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961), en dit sluit in 'n stadsraad en 'n dorpsbestuur ingestel kragtens artikel 2 van die Wet op Swart Plaaslike Besture, 1982 (Wet 102 van 1982); (33)

(38) "reisende verteenwoordiger" 'n werknemer wat, as 'n reisende verteenwoordiger van 'n bedryfsinrigting, bestellings vra, werf of opneem namens sodanige bedryfsinrigting; (51)

(39) "reisende verteenwoordiger se assistent" 'n werknemer wat 'n reisende verteenwoordiger vergesel en hom met die inpak, uitpak of vertoon van sy monsters help en wat die motorvoertuig wat die reisende verteenwoordiger by die uitvoering van sy werk gebruik, kan dryf; (52)

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

(a) Goedere, voertuie of mense deursoek;

(b) toesig hou oor wagte en beheer oor hulle uit oefen;

(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 plige voorgeskryf vir 'n wag uit te voer; (43)

(41) "skofwerker" 'n werknemer wat skofwerk verrig in 'n werk-saamheid in 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag op hoogstens ses dae per week gewerk word; (44)

(42) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie maar ontwerp of aangepas is om deur 'n motorvoertuig getrek te word, en dit omvat 'n leunwa; (49)

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

(44) "swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (28)

(45) "toesighouer" 'n werknemer wat, onder toesig van 'n voorman, in toesighoudende beheer is van 'n klas werknemers in 'n bedryfsinrigting of afdeling daarvan en wat verantwoordelik is daarvoor dat hulle hul pligte doeltreffend uitvoer; (47)

(46) "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; (48)

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

(48) "versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of die verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, massameting, verpakking, merk, adresseer of versending van goedere of pakkette; (10)

(49) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (21)

(50) "vormer" 'n werknemer wat kouse oor beenvorms plaas volgens grootte vóór behandeling in 'n stoomkamer of wat kouse van beenvorms verwyder na sodanige behandeling en die kouse volgens opdragte wat ontvang is, in bondels plaas; (3)

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

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

(b) honde hanteer of beheer in die uitvoering van een of meer van die pligte in (a) bedoel; (54)

(52) "week", met betrekking tot 'n werknemer, die tydperk van sewe dae waarin die werkweek van daardie werknemer gewoonlik val; (55)

(53) "werknemer, graad I" 'n werknemer wat een of meer van die volgende werk-saamhede verrig:

(a) Koustone sluit deur middel van 'n kettelingproses;

(b) geerstukke in kouse insit;

(c) re-setting such machine or machines, except for style;

(d) supervising one or more knitter's assistants; (6)

(30) "knitter's assistant" means an employee who, under the general supervision of an artisan or knitter, is engaged in any one or more of the following duties:

(a) Removing loose threads or fluff from needles;

(b) removing or replacing bobbins;

(c) reporting the malfunctioning of a machine;

(d) threading machines; (7)

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

(32) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (25)

(33) "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 a village council established in terms of section 2 of the Black Local Authorities Act, 1982, (Act 102 of 1982); (37)

(34) "maintenance handyman" means an employee, other than an apprentice or a trainee, who, under the supervision of an artisan, is engaged in the oiling, greasing and cleaning of machines and who make adjustments to or replace parts of machines or other equipment used directly in the manufacture of the products of an establishment but who does not perform work normally done by an artisan; (33)

(35) "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; (5)

(36) "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; (29)

(37) "military service" means any period of service or training in terms of the Defence Act, 1957, (Act 44 of 1957); (30)

(38) "mobile hoist operator" means an employee who operates a power-driven mobile hoist or a fork-lift truck for loading, unloading, moving or stacking of goods; (3)

(39) "motor vehicle" means any self-propelled vehicle with an engine capacity exceeding 100 cm<sup>3</sup>, 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 motorcycle and a tractor, but does not include a mobile hoist or a fork-lift truck; (31)

(40) "overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, which is longer than the ordinary hours of work prescribed for such employee in clause 5 (1) but does not include any period during which an employee works for his employer on a Sunday; (35)

(41) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (43)

(42) "public holiday" means New Year's Day (or the succeeding Monday when New Year's Day falls on a Sunday), Good Friday, Ascension Day, Republic Day, Day of the Vow and Christmas Day; (36)

(43) "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 watchmen;

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

and who may be required to perform any one or all of the duties prescribed for a watchman; (40)

(44) "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 are worked on not more than six days per week; (41)

(45) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a power failure, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (23)

(46) "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; (28)

(c) twee gesplete kouse aanmekaarwerk sodat dit 'n hele kous vorm, met gebruikmaking van 'n komnaaststik- of omkapmasjien;

(d) lere in kouse met die hand of masjien heelmaak;

(e) nate van volgefatoseneerde kouse met 'n masjien stik; (23)

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

(a) Rekbande aan kousboorde heg, met gebruikmaking van 'n elastiseermasjien;

(b) koustone sluit, uitgesonderd deur middel van 'n kettelingproses;

(c) etes gaarmaak vir eethuisdoeleindes;

(d) kouse ondersoek vir defekte voordat hulle gekleur word;

(e) kouse vou, toedraai, etiketteer of in dose plaas;

(f) kouse gradeer of sorteer volgens kleur, styl, grootte, lengte of gehalte;

(g) twee ente van die rekbande aanmekaarwerk, met gebruikmaking van 'n omkapmasjien;

(h) geerstukke met die hand of met 'n masjien merk of sny;

(i) kouse heelmaak, uitgesonderd soos in (d) by "werknemer, graad I" omskryf;

(j) kouse wat in dose geplaas is, op pakhuisrakke pak of daarvan verwyder volgens bestellingsvereistes vir versending of aflewering;

(k) die naam, handelsmerk, kleur of grootte op etikette druk;

(l) nate op naatlose kouse stik;

(m) kouse skei en in kleurnette plaas ter voorbereiding vir kleurwerk;

(n) met gebruikmaking van 'n skêr of termiese snyer, kouse volgens 'n voorgeskrewe diepte of vooraf bepaalde lyn sny voordat hulle omgekap word;

(o) garing vir breimasjiene verskaf of die ente van garing op keëls saambind (pigtail);

(p) oortollige garingdrade met die hand of met 'n masjien knip;

(q) kouse omdop, nagaan vir defekte en reguit maak nadat hulle gekleur is; (24)

(55) "wet" ook die gemene reg. (31)

### 3. BESOLDIGING

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

(a) *Werknemers, uitgesonderd los werknemers:*

(47) "supervisor" means an employee who, under the supervision of a foreman, is in supervisory control of a class of employees in an establishment or section thereof and who is responsible for the efficient performance by them of their duties; (45)

(48) "tractor" means a motor vehicle, other than a mechanical horse, designed or adapted mainly to pull other vehicles and not to carry any load; (46)

(49) "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; (42)

(50) "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; (24)

(51) "travelling representative" means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (38)

(52) "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; (39)

(53) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount, but this shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received had he not been employed on such a basis; and "ordinary wage" and "weekly wage" have corresponding meanings; (26)

(54) "watchman" means an employee, other than a security guard, who is engaged in 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); (51)

(55) "week" in relation to an employee, means the period of seven days within which the working week of the employee ordinarily falls. (52)

### 3. REMUNERATION

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

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

|                                                    | In die landdrosdistrik Oos-Londen                                       |               | In die landdrosdistrik Parys                                            |               |
|----------------------------------------------------|-------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------|---------------|
|                                                    | Gedurende die eerste jaar nadat hierdie vasstelling van krag geword het | Daarna        | Gedurende die eerste jaar nadat hierdie vasstelling van krag geword het | Daarna        |
|                                                    | Per week<br>R                                                           | Per week<br>R | Per week<br>R                                                           | Per week<br>R |
| Algemene werker .....                              | 43,45                                                                   | 47,80         | 35,00                                                                   | 38,50         |
| Ambagsman .....                                    | 138,00                                                                  | 152,00        | 118,00                                                                  | 125,00        |
| Bediener van 'n mobiele hystoestel—                |                                                                         |               |                                                                         |               |
| gedurende die eerste ses maande ondervinding ..... | 48,00                                                                   | 53,50         | 38,50                                                                   | 43,50         |
| daarna .....                                       | 53,00                                                                   | 59,00         | 42,50                                                                   | 48,00         |
| Breier—                                            |                                                                         |               |                                                                         |               |
| gedurende die eerste ses maande ondervinding ..... | 48,00                                                                   | 53,50         | 38,50                                                                   | 43,50         |
| gedurende die tweede ses maande ondervinding ..... | 55,00                                                                   | 61,00         | 44,00                                                                   | 49,50         |
| gedurende die derde ses maande ondervinding .....  | 62,00                                                                   | 68,50         | 50,00                                                                   | 55,50         |
| gedurende die vierde ses maande ondervinding ..... | 69,50                                                                   | 76,50         | 55,50                                                                   | 62,00         |
| gedurende die vyfde ses maande ondervinding .....  | 76,50                                                                   | 84,00         | 61,50                                                                   | 68,00         |
| daarna .....                                       | 83,50                                                                   | 91,50         | 67,00                                                                   | 74,00         |

|                                                                         | In die landdrosdistrik Oos-Londen                                       |            | In die landdrosdistrik Parys                                            |            |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------|------------|-------------------------------------------------------------------------|------------|
|                                                                         | Gedurende die eerste jaar nadat hierdie vasstelling van krag geword het | Daarna     | Gedurende die eerste jaar nadat hierdie vasstelling van krag geword het | Daarna     |
|                                                                         | Per week R                                                              | Per week R | Per week R                                                              | Per week R |
| Breiersassistent.....                                                   | 45,50                                                                   | 51,50      | 36,50                                                                   | 41,50      |
| Chauffeur.....                                                          | 59,00                                                                   | 65,00      | 50,00                                                                   | 53,50      |
| Drywer van 'n—                                                          |                                                                         |            |                                                                         |            |
| (i) ligte motorvoertuig.....                                            | 56,50                                                                   | 62,00      | 48,00                                                                   | 51,00      |
| (ii) medium motorvoertuig.....                                          | 69,50                                                                   | 76,50      | 56,00                                                                   | 61,50      |
| (iii) swaar motorvoertuig.....                                          | 82,50                                                                   | 91,00      | 66,50                                                                   | 73,00      |
| (iv) ekstra swaar motorvoertuig.....                                    | 91,00                                                                   | 100,00     | 73,50                                                                   | 81,00      |
| Eerstehulpassistent.....                                                | 48,00                                                                   | 53,50      | 39,00                                                                   | 43,50      |
| Eerstehulpbediener.....                                                 | 56,50                                                                   | 63,00      | 45,50                                                                   | 51,00      |
| Fabrieksklerk—                                                          |                                                                         |            |                                                                         |            |
| gedurende die eerste ses maande ondervinding.....                       | 48,00                                                                   | 53,50      | 39,00                                                                   | 43,50      |
| gedurende die tweede ses maande ondervinding.....                       | 53,50                                                                   | 59,00      | 43,00                                                                   | 48,00      |
| daarna.....                                                             | 59,00                                                                   | 65,00      | 47,50                                                                   | 52,50      |
| Faktotum.....                                                           | 65,50                                                                   | 72,00      | 53,00                                                                   | 58,00      |
| Ketelbediener.....                                                      | 50,00                                                                   | 55,00      | 40,00                                                                   | 44,00      |
| Klerk—                                                                  |                                                                         |            |                                                                         |            |
| gedurende die eerste jaar ondervinding.....                             | 59,00                                                                   | 65,00      | 47,00                                                                   | 52,00      |
| gedurende die tweede jaar ondervinding.....                             | 76,00                                                                   | 82,00      | 60,00                                                                   | 65,50      |
| gedurende die derde jaar ondervinding.....                              | 93,50                                                                   | 98,50      | 73,50                                                                   | 79,50      |
| daarna.....                                                             | 110,50                                                                  | 115,50     | 86,50                                                                   | 93,00      |
| Kleurder.....                                                           | 138,00                                                                  | 152,00     | 118,00                                                                  | 125,00     |
| Kleurderassistent—                                                      |                                                                         |            |                                                                         |            |
| gedurende die eerste ses maande ondervinding.....                       | 44,50                                                                   | 50,00      | 36,00                                                                   | 40,50      |
| gedurende die tweede ses maande ondervinding.....                       | 46,00                                                                   | 51,50      | 37,00                                                                   | 42,00      |
| daarna.....                                                             | 48,00                                                                   | 53,50      | 38,50                                                                   | 43,50      |
| Onderhoudsfaktotum.....                                                 | 78,00                                                                   | 86,00      | 63,00                                                                   | 69,50      |
| Reisende verteenwoordiger—                                              |                                                                         |            |                                                                         |            |
| gedurende die eerste jaar ondervinding.....                             | 99,50                                                                   | 108,00     | 80,00                                                                   | 87,00      |
| gedurende die tweede jaar ondervinding.....                             | 109,00                                                                  | 118,50     | 87,50                                                                   | 95,50      |
| gedurende die derde jaar ondervinding.....                              | 118,00                                                                  | 129,50     | 95,50                                                                   | 104,00     |
| gedurende die vierde jaar ondervinding.....                             | 127,50                                                                  | 140,00     | 103,00                                                                  | 113,00     |
| daarna.....                                                             | 137,00                                                                  | 151,00     | 111,00                                                                  | 121,50     |
| Reisende verteenwoordiger se assistent.....                             | 59,00                                                                   | 65,00      | 50,00                                                                   | 53,50      |
| Sekuriteitswag.....                                                     | 58,50                                                                   | 64,50      | 47,00                                                                   | 52,00      |
| Toesighouer.....                                                        | 78,00                                                                   | 86,00      | 63,00                                                                   | 69,50      |
| Voorman.....                                                            | 143,00                                                                  | 157,00     | 121,00                                                                  | 128,00     |
| Vormer—                                                                 |                                                                         |            |                                                                         |            |
| gedurende die eerste ses maande ondervinding.....                       | 44,50                                                                   | 50,00      | 36,00                                                                   | 40,50      |
| gedurende die tweede ses maande ondervinding.....                       | 46,00                                                                   | 51,50      | 37,00                                                                   | 42,00      |
| daarna.....                                                             | 48,00                                                                   | 53,50      | 38,50                                                                   | 43,50      |
| Wag.....                                                                | 50,00                                                                   | 55,00      | 40,00                                                                   | 44,00      |
| Werknemer, graad I—                                                     |                                                                         |            |                                                                         |            |
| gedurende die eerste ses maande ondervinding.....                       | 45,50                                                                   | 51,50      | 36,50                                                                   | 41,50      |
| gedurende die tweede ses maande ondervinding.....                       | 49,50                                                                   | 55,50      | 40,00                                                                   | 44,50      |
| gedurende die derde ses maande ondervinding.....                        | 54,00                                                                   | 59,50      | 43,00                                                                   | 48,00      |
| daarna.....                                                             | 58,00                                                                   | 63,50      | 46,50                                                                   | 51,00      |
| Werknemer, graad II—                                                    |                                                                         |            |                                                                         |            |
| gedurende die eerste ses maande ondervinding.....                       | 44,50                                                                   | 50,00      | 36,00                                                                   | 40,50      |
| gedurende die tweede ses maande ondervinding.....                       | 46,00                                                                   | 51,50      | 37,00                                                                   | 42,00      |
| daarna.....                                                             | 48,00                                                                   | 53,50      | 38,50                                                                   | 43,50      |
| Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie..... | 50,00                                                                   | 55,00      | 40,00                                                                   | 44,00      |

|                                                                       | In the Magisterial District of East London                     |            | In the Magisterial District of Parys                           |            |
|-----------------------------------------------------------------------|----------------------------------------------------------------|------------|----------------------------------------------------------------|------------|
|                                                                       | During the first year after this determination becomes binding | Thereafter | During the first year after this determination becomes binding | Thereafter |
|                                                                       | Per week R                                                     | Per week R | Per week R                                                     | Per week R |
| Artisan.....                                                          | 138,00                                                         | 152,00     | 118,00                                                         | 125,00     |
| Boarder—                                                              |                                                                |            |                                                                |            |
| during the first six months of experience .....                       | 44,50                                                          | 50,00      | 36,00                                                          | 40,50      |
| during the second six months of experience .....                      | 46,00                                                          | 51,50      | 37,00                                                          | 42,00      |
| thereafter .....                                                      | 48,00                                                          | 53,50      | 38,50                                                          | 43,50      |
| Boiler attendant .....                                                | 50,00                                                          | 55,00      | 40,00                                                          | 44,00      |
| Chauffeur .....                                                       | 59,00                                                          | 65,00      | 50,00                                                          | 53,50      |
| Clerk—                                                                |                                                                |            |                                                                |            |
| during the first year of experience .....                             | 59,00                                                          | 65,00      | 47,00                                                          | 52,00      |
| during the second year of experience .....                            | 76,00                                                          | 82,00      | 60,00                                                          | 65,50      |
| during the third year of experience .....                             | 93,50                                                          | 98,50      | 73,50                                                          | 79,50      |
| thereafter .....                                                      | 110,50                                                         | 115,50     | 86,50                                                          | 93,00      |
| Driver of a—                                                          |                                                                |            |                                                                |            |
| (i) light motor vehicle .....                                         | 56,50                                                          | 62,00      | 48,00                                                          | 51,00      |
| (ii) medium motor vehicle .....                                       | 69,50                                                          | 76,50      | 56,00                                                          | 61,50      |
| (iii) heavy motor vehicle .....                                       | 82,50                                                          | 91,00      | 66,50                                                          | 73,00      |
| (iv) extra heavy motor vehicle .....                                  | 91,00                                                          | 100,00     | 73,50                                                          | 81,00      |
| Dyer.....                                                             | 138,00                                                         | 152,00     | 118,00                                                         | 125,00     |
| Dyer's assistant—                                                     |                                                                |            |                                                                |            |
| during the first six months of experience .....                       | 44,50                                                          | 50,00      | 36,00                                                          | 40,50      |
| during the second six months of experience .....                      | 46,00                                                          | 51,50      | 37,00                                                          | 42,00      |
| thereafter .....                                                      | 48,00                                                          | 53,50      | 38,50                                                          | 43,50      |
| Factory clerk—                                                        |                                                                |            |                                                                |            |
| during the first six months of experience .....                       | 48,00                                                          | 53,50      | 39,00                                                          | 43,50      |
| during the second six months of experience .....                      | 53,50                                                          | 59,00      | 43,00                                                          | 48,00      |
| thereafter .....                                                      | 59,00                                                          | 65,00      | 47,50                                                          | 52,50      |
| First-aid assistant.....                                              | 48,00                                                          | 53,50      | 39,00                                                          | 43,50      |
| First-aid attendant.....                                              | 56,50                                                          | 63,00      | 45,50                                                          | 51,00      |
| Foreman.....                                                          | 143,00                                                         | 157,00     | 121,00                                                         | 128,00     |
| General worker.....                                                   | 43,45                                                          | 47,80      | 35,00                                                          | 38,50      |
| Grade I employee—                                                     |                                                                |            |                                                                |            |
| during the first six months of experience .....                       | 45,50                                                          | 51,50      | 36,50                                                          | 41,50      |
| during the second six months of experience .....                      | 49,50                                                          | 55,50      | 40,00                                                          | 44,50      |
| during the third six months of experience .....                       | 54,00                                                          | 59,50      | 43,00                                                          | 48,00      |
| thereafter .....                                                      | 58,00                                                          | 63,50      | 46,50                                                          | 51,00      |
| Grade II employee—                                                    |                                                                |            |                                                                |            |
| during the first six months of experience .....                       | 44,50                                                          | 50,00      | 36,00                                                          | 40,50      |
| during the second six months of experience .....                      | 46,00                                                          | 51,50      | 37,00                                                          | 42,00      |
| thereafter .....                                                      | 48,00                                                          | 53,50      | 38,50                                                          | 43,50      |
| Handyman .....                                                        | 65,50                                                          | 72,00      | 53,00                                                          | 58,00      |
| Knitter—                                                              |                                                                |            |                                                                |            |
| during the first six months of experience .....                       | 48,00                                                          | 53,50      | 38,50                                                          | 43,50      |
| during the second six months of experience .....                      | 55,00                                                          | 61,00      | 44,00                                                          | 49,50      |
| during the third six months of experience .....                       | 62,00                                                          | 68,50      | 50,00                                                          | 55,50      |
| during the fourth six months of experience .....                      | 69,50                                                          | 76,50      | 55,50                                                          | 62,00      |
| during the fifth six months of experience .....                       | 76,50                                                          | 84,00      | 61,50                                                          | 68,00      |
| thereafter .....                                                      | 83,50                                                          | 91,50      | 67,00                                                          | 74,00      |
| Knitter's assistant .....                                             | 45,50                                                          | 51,50      | 36,50                                                          | 41,50      |
| Maintenance handyman .....                                            | 78,00                                                          | 86,00      | 63,00                                                          | 69,50      |
| Mobile hoist operator—                                                |                                                                |            |                                                                |            |
| during the first six months of experience .....                       | 48,00                                                          | 53,50      | 38,50                                                          | 43,50      |
| thereafter .....                                                      | 53,00                                                          | 59,00      | 42,50                                                          | 48,00      |
| Security guard .....                                                  | 58,50                                                          | 64,50      | 47,00                                                          | 52,00      |
| Supervisor.....                                                       | 78,00                                                          | 86,00      | 63,00                                                          | 69,50      |
| Travelling representative—                                            |                                                                |            |                                                                |            |
| during the first year of experience .....                             | 99,50                                                          | 108,00     | 80,00                                                          | 87,00      |
| during the second year of experience .....                            | 109,00                                                         | 118,50     | 87,50                                                          | 95,50      |
| during the third year of experience .....                             | 118,00                                                         | 129,50     | 95,50                                                          | 104,00     |
| during the fourth year of experience .....                            | 127,50                                                         | 140,00     | 103,00                                                         | 113,00     |
| thereafter .....                                                      | 137,00                                                         | 151,00     | 111,00                                                         | 121,50     |
| Travelling representative's assistant.....                            | 59,00                                                          | 65,00      | 50,00                                                          | 53,50      |
| Watchman.....                                                         | 50,00                                                          | 55,00      | 40,00                                                          | 44,00      |
| Employee not specifically mentioned elsewhere in this subclause ..... | 50,00                                                          | 55,00      | 40,00                                                          | 44,00      |

(b) *Los werknemers*.—Vir elke dag of gedeelte van 'n dag diens, uitgesonderd 'n openbare vakansiedag, soos omskryf, 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, *plus 10 persent*: Met dien verstande dat—

(aa) 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 voorgeskryf vir 'n werknemer van daardie klas wat geregtig is op die hoogste loon op die skaal;

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

(2) *Kontrakgrondslag*.—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus, en, behoudens klousule 4 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat by 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 vir langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor—

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

(b) of '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 in die geval in—

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

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

Met dien verstande dat—

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

(ab) tensy daar in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie vasstelling 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 is voorgeskryf by klousule 5 vir 'n werknemer in sy klas.

(b) Die uurloon van 'n los werknemer is sy loon vir daardie dag gedeel deur die aantal gewone werkure wat hy op sodanige dag werk.

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

(d) 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 werknemer 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 werknemer 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) 23c indien die enjinkapasiteit van die betrokke voertuig hoogstens 1 300 cm<sup>3</sup> is;

(ii) 29c indien die enjinkapasiteit van sodanige voertuig meer as 1 300 cm<sup>3</sup> maar hoogstens 2 500 cm<sup>3</sup> is;

(iii) 35c indien die enjinkapasiteit van sodanige voertuig meer as 2 500 cm<sup>3</sup> is.

(b) *Casual employees*.—For each day or part of a day of employment, other than a public holiday as defined or a Sunday not less than—

(i) one-fifth, if the maximum prescribed ordinary hours of work of such employee are 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, *plus 10 per cent*; Provided that—

(aa) 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 on the scale;

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

(2) *Basis of contract*.—For the purposes of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (6), he shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), 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 in the case referred to in—

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

(ii) 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 in clause 5 for an employee in his class.

(b) The hourly wage of a casual employee shall be his wage for that day divided by the number of ordinary hours worked by him on such day.

(c) 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.

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

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

(a) an employee who uses his employer's motor transport or who is required to travel by train or by means of any conveyance other than his own, his employer shall reimburse him all the 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 a motor vehicle shall be deemed to be a transport expense;

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

(i) 23c if the engine capacity of the vehicle concerned does not exceed 1 300 cm<sup>3</sup>;

(ii) 29c if the engine capacity of such vehicle exceeds 1 300 cm<sup>3</sup> but not 2 500 cm<sup>3</sup>;

(iii) 35c if the engine capacity of such vehicle exceeds 2 500 cm<sup>3</sup>.

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

(a) 'n ambagsman, klerk, kleurder, voorman of reisende verteenwoordiger wat by die uitvoering van sy pligte 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 verversings vir homself aangegaan het;

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

(b) 'n werknemer uitgesonderd 'n werknemer in paragraaf (a) bedoel, wat by die uitvoering van sy pligte 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 verversings vir homself aangegaan het;

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

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

(7) *Betaling van reis- en verblyfstoelae en -uitgawes.*—(a) 'n 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 tydperk waarop hy daarop geregtig geword het, moet indien, maar dat hy nie meer as een eis in 'n week mag indien nie.

(b) 'n Werkgever kan van sy werknemer vereis om elke eis so op te stel dat daarop aangedui word, in die geval van 'n eis ingevolge—

(i) subklousule (5) (a), die soort vervoer en die vervoerkoste of die aard van enige ander uitgawes waarvoor vergoeding geëis word;

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

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

en ten einde sy werknemer in staat te stel om aan so 'n vereiste te voldoen, moet die werkgever, voordat sodanige reis deur 'n werknemer in subklousule (5) en (6) bedoel, onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word: Met dien verstande dat indien 'n werknemer nie kan skryf nie, sy werkgever sal toesien dat hy bygestaan word by die opstel van sy eis.

#### 4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalinge van klousules 3 (7) en 6 (4) moet 'n bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, tweeweekliks of maandeliks in kontant betaal word gedurende sy gewone werkure of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer (of, in die geval van 'n skofwerker, op 'n tydperk 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 versêelde koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

(a) die werkgever se naam;

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

(c) die tydperk waarvoor die betaling geskied;

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

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

(f) die getal ure wat die werknemer op 'n Sondag of 'n openbare vakansiedag, soos omskryf;

(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;

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

en sodanige koevert of houer waarop hierdie inligting aangeteken word, 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 bygaande kennisgewing of in 'n kennisgewing wat op 'n opsigtelike plek in die bedryfsinrigting opgeplak moet bly en vir alle werknemers wat daardeur geraak word, toeganklik moet wees;

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

(a) an artisan, a clerk, dyer, foreman or a travelling representative, who, in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—

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

(ii) pay him a subsistence allowance of not less than R23,00 for each night where such absence extends over one or more nights;

(b) an employee other than an employee referred to in paragraph (a), who, in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—

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

(ii) pay him a subsistence allowance of not less than R11,00 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 employee to frame any claim so that it shall reflect in the case of any claim in terms of—

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

(iii) subclause (6), the time of commencement and ending of each period of absence;

and to enable his employee to comply with such a requirement, the employer shall, before any such journey is undertaken by an employee referred to in subclauses (5) and (6), provide him with a suitable book or forms in or on which to keep the appropriate records. Provided that if an employee is unable to write, his employer shall cause him to be assisted in the framing of his claim.

#### 4. PAYMENT OF REMUNERATION

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

(a) the employer's name;

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

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

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

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

(f) the number of hours worked by the employee on a Sunday, or a public holiday as defined;

(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 net 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 an accompanying notice or in a notice kept posted in some conspicuous place in the establishment, accessible to all employees affected thereby;

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

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

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

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

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

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

(6) *Aftekings*.—'n Werkgewer mag sy werknemer geen boetes ople of enige bedrae van sy werknemer se besoldiging aftrek nie, buiten die volgende:

(a) Met die skriftelike toestemming van die werknemer, 'n bedrag vir 'n vakansie-, siekte-, mediese-, versekerings-, spaar-, voorsorg- of pensioenfondse of vir ledigheid van 'n vakvereniging;

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

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

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

|                                              | Per week | Per maand |
|----------------------------------------------|----------|-----------|
|                                              | R        | R         |
| (i) Akkommodasie.....                        | 1,50     | 6,50      |
| (ii) Etes of rantsoene.....                  | 3,00     | 13,00     |
| (iii) Akkommodasie en etes of rantsoene..... | 4,50     | 19,50     |

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

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

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

(iii) geen afrekkings in die geval van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens 'n onklaarraking van installasie of masjinerie of 'n onklaarraking of 'n dreigende onklaarraking van geboue, tensy die werkgewer 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 werkgewer betaal het of onderneem het om te betaal aan—

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

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

## 5. WERKURE, GEWONE EN OORTYD-, EN BETALING VAN OORTYDWERK

(1) *Gewone werkure*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer gewone werkure te werk nie as, in die geval van—

(a) 'n los werknemer in 'n bedryfsinrigting waarin die werknemers gewoonlik—

(i) hoogstens vyf dae per week werk, negen en 'n kwart op 'n dag;

(ii) meer as vyf dae per week werk, agt en 'n half op 'n dag;

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

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

(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 or on behalf of an employee 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 rations*.—Save as provided in the Blacks (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to accept accommodation, 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 may he make any deductions from his employee's remuneration other than the following:

(a) With the written consent of the 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, 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     |
| (iii) Accommodation and meals or rations..... | 4,50     | 19,50     |

(e) whenever the ordinary hours of work prescribed in clause 5 are reduced because 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 a slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous workday 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 an employer has paid or has undertaken to pay to—

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

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

## 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 in which the employees normally work on—

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

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

(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 werknemer wat gewoonlik—

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

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

(c) 'n skofwerker—

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

(ii) behoudens subparagraaf (i), agt op 'n dag;

(d) enige ander werknemer—

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

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

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

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

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

(i) 'n werkgewer met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer 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 deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudsbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;

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

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

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

(vi) 'n drywer wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig en die vrag 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 skoonmaak, indien sodanige pouse langer as drie uur is, enige tydperk wat drie uur te bowe gaan, geag word deel van die gewone werkure uit te maak;

(3) *Ruspouses.*—'n Werkgewer moet aan sy werknemer 'n ruspouse van minstens 10 minute toestaan so na doenlik aan die middel van elke eerste werktydperk en tweede werktydperk van die dag, en gedurende sodanige pouse mag daar nie van die werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse word geag deel van die gewone werkure van die werknemer uit te maak.

(4) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalings van subklousule (2) moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

(5) *Beperking van oortyd.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie, buiten in ooreenstemming met 'n ooreenkoms wat met die werknemer gesluit is en met dien verstande dat die oortyd nie meer is nie as, in die geval van—

(a) 'n los werknemer, drie uur op 'n dag;

(b) 'n sekuriteitswag of 'n wag, 12 uur in 'n week; en

(c) enige ander werknemer, drie uur op 'n dag en 10 uur in 'n week.

(6) *Betaling van oortyd.*—'n Werkgewer moet 'n werknemer wat oortyd werk, nie minder betaal nie as—

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

(b) in die geval van 'n ander werknemer, een en 'n derde maal sy uurloon ten opsigte van die totale tydperk aldus deur sodanige werknemer in enige week gewerk.

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

(i) 'n reisende verteenwoordiger of 'n reisende verteenwoordiger se assistent; en

(ii) enige ander klas werknemer indien en solang sodanige werknemer gereeld 'n loon ontvang van—

(aa) minstens R1 350 per maand in die landdrosdistrik Oos-Londen;

(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 an employee who normally works on—

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

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

(c) a shift worker—

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

(ii) subject to subparagraph (i), eight on any day;

(d) any other employee—

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

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

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

(ab) 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) *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 one-quarter hours shall be deemed to be time worked;

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

(v) when on any day by reason of overtime work 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 not work other than being or remaining in charge of the vehicle and 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, 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;

(3) *Rest intervals.*—An employer shall grant to his employee, 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 the employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the employee's ordinary hours of work.

(4) *Hours of work to be consecutive.*—Save as provided in subclause (2), all hours of work of an employee on any day shall be consecutive.

(5) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime otherwise than in accordance with an agreement concluded with the employee and provided that the overtime shall not exceed more than, in the case of—

(a) a casual employee, three hours on any day;

(b) a security guard or a watchman, 12 hours in any week; and

(c) any other employee, three hours on any day and 10 hours in any week.

(6) *Payment for overtime.*—An employer shall pay an employee who works overtime not less than—

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

(b) in the case of an other employee, one and a third times his hourly wage in respect of the total period so worked by such employee in any week.

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

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

(ii) any other class of employee if and for so long as such an employee is in receipt of a regular wage at a rate of—

(aa) not less than R1 350 per month in the Magisterial District of East London;

(ab) minstens R1 150 per maand in die landdrosdistrik Parys.

(b) Subklousule (2), (3), (4) en (5) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig;

(c) Subklousule (3) is nie op 'n ketelbediener, 'n chauffeur, 'n drywer of 'n werknemer wat sodanige drywer vergesel van toepassing nie.

(d) Subklousules (2) en (3) is nie op 'n sekuriteitswag of 'n wag van toepassing nie: Met dien verstande dat indien so 'n werknemer 'n etenspouse toegestaan word, die tyd wat deur sodanige pouse in beslag geneem word, by die toepassing van subklousule (1) beskou word as tyd te wees wat hy gewerk het.

## 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, in die geval van—

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

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

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

(b) 'n sekuriteitswag of 'n wag (uitgesonderd 'n sekuriteitswag of 'n wag in paragraaf (a) bedoel), 'n reisende verteenwoordiger of 'n reisende verteenwoordiger se assistent, wat gewoonlik—

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

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

(c) enige ander werknemer wat gewoonlik—

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

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

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

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

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

Met dien verstande dat by die toepassing van hierdie klousule die weekloon op enige datum van 'n werknemer wat stukwerk of kommissiewerk verrig, sy gemiddelde besoldiging is, 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, na gelang van die geval, op 'n tyd wat die werkgewer bepaal: Met dien verstande dat—

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

(b) die verloftydperk nie mag saamval nie met—

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

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

(iii) 'n tydperk waartydens die werknemer militêre diens verrig;

(c) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk diens waarop die jaarlikse verlof 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 ooploop: Met dien verstande dat—

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

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

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

(4) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (3) en met subklousule (8), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word of moet op skriftelike versoek van die werknemer uiterlik op die eerste betaaldag na verstryking van die verloftydperk betaal word.

(ab) not less than R1 150 per month in the Magisterial District of Parys.

(b) Subclauses (2), (3), (4) and (5) shall not apply to an employee, while he is engaged on emergency work;

(c) Subclause (3) shall not apply to a boiler attendant, a chauffeur, a driver or an employee who accompanies such driver.

(d) Subclauses (2) and (3) shall not apply to a security guard or a watchman: Provided that if such an employee is 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.

## 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 a week and who normally works on—

(i) not more than five days in a week, 15 consecutive workdays' leave;

(ii) more than five days in a week, 18 consecutive work-days' leave;

(b) a security guard or a watchman, [other than a security guard or a watchman referred to in paragraph (a)], a travelling representative or a travelling representative's assistant, who normally works on—

(i) not more than five days in a week, 20 consecutive workday's leave;

(ii) more than five days in a week, 24 consecutive work-days' leave;

(c) any other employee who normally works on—

(i) not more than five days in a week, 15 consecutive work-days' leave;

(ii) more than five days in a week, 18 consecutive work-days' leave;

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

(aa) in the case of an employee referred to in paragraph (a) or (c), an amount of not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced;

(ab) 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;

Provided that for the purposes of this clause the weekly wage at any date of any employee who is employed on piece-work or commission work shall be his average remuneration 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 on military service;

(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 employment to which the annual 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, at the written request of the employee not later than the first pay-day after the expiration of the leave.

(5) Aan 'n werknemer wie se diens gedurende enige dienstertmyn van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van daardie termyn opgeloo het en geneem is, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig is, vir elke voltooide maand van sodanige dienstertmyn '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 'n eweredige bedrag kan aftrek ten opsigte van 'n tydperk van geleentheidsverlof wat hy met volle betaling aan 'n werknemer op sy skriftelike versoek verleen het; Met dien verstande voorts dat, behoudens klousule 12 (4), 'n werknemer op geen betaling uit hoofde van hierdie subklousule geregtig is nie—

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

(ii) indien hy sy diens sonder 'n regsgeldige rede verlaat.

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

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

(a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 12 betaal in plaas van kennis te gee;

(b) enige tydperk in 'n verloftydkring tot altesaam hoogstens 10 weke wat 'n werknemer afwesig is—

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede in klousule 7 (4) (a) of (b) uiteengesit; of

(iii) op las of versoek van sy werkgewer; en

(c) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie daarop geregtig is om meer as vier maande van sodanige militêre diens in 'n tydperk van 12 maande diens as diens te eis nie, en word diens geag te begin, in die geval van—

(i) 'n werknemer wat, voordat hierdie vasstelling van krag geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop hy laas kragtens daardie wet op sodanige verlof geregtig geword het;

(ii) 'n werknemer wat, voordat hierdie vasstelling van krag 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 verloftydperk geregtig geword het nie, op die aanvangsdatum van sodanige diens;

(iii) enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het op of die datum waarop hierdie vasstelling van krag 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 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.

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

(c) 'n Werknemer wat, op die sluitingsdatum van 'n bedryfsinrigting waarin hy werksaam is, nie op die volle tydperk van jaarlikse verlof voorgeskryf by subklousule (1) geregtig is nie, moet, ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in subklousule (5) uiteengesit, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin het op die datum waarop die bedryfsinrigting aldus sluit.

## 7. SIEKTEVERLOF

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

(a) 'n werknemer wat gewoonlik hoogstens vyf dae per week werk, altesaam minstens 30 werkdade, en

(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 and been taken 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) in the case of 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 shall not be entitled to any payment by virtue of this subclause—

(i) if he 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) if he leaves his employment without cause recognised by law as sufficient.

(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 amounting in any leave cycle to not more than 10 weeks in the aggregate, 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; and

(c) any period during which an employee is absent from work while on military service: 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 service;

and employment shall be deemed to commence in the case of—

(i) 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 he last became entitled to such leave under that law;

(ii) 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) 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 for 21 consecutive days and in that case shall remunerate his employee in terms of subclause (1) or in terms of paragraph (c) hereof, as the case may be.

(b) Whenever a public holiday as defined is observed 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 of 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 in which he is employed, is not entitled to the full period of annual leave prescribed in subclause (1) 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.

## 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 not more than five days in a week, not less than 30 work-days' and

(b) enige ander werknemer, altesaam minstens 36 werkdag 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 tydkring van 36 maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer wat hoogstens vyf dae per week werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens, en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(ii) wanneer 'n werknemer gedurende sodanige eerste tydkring van 36 maande diens by dieselfde werkgever weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling slegs vir die siekteverlof wat hom dan toekom, maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde dienstydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid teen die skaal van sy loon by die begin van die ongeskiktheid uitbetaal vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of diensbeëindiging toekom, nog nie geneem is nie;

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

(iv) besoldiging aan 'n werknemer wat op stukwerk of kommisiewerk in diens is, vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule bereken moet word op die grondslag van minstens sy gemiddelde besoldiging vir die voorafgaande 13 weke of indien 'n korter tydperk gewerk is, vir die aantal voltooide weke wat gewerk 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 een werkdag; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of openbare vakansiedag, soos omskryf, van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid nie gebind is 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 beteken die uitdrukking—

(a) "diens" ook—

(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 be-loop; en

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

(iii) enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum waarop hierdie vasstelling van krag geword het, en alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, word geag ingevolge hierdie vasstelling verleen te gewees het;

(b) "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 vergoedingspligtinge siekte soos omskryf in artikel 2 van die Ongevallewet, 1941 (Wet 30 van 1941), as ongeskiktheid beskou word slegs gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie wet betaalbaar is nie.

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

(a) op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié van die werknemer, betaal aan 'n fonds of organisasie wat deur die werknemer aangewys is, welke fonds of organisasie aan die werknemer die betaling waarborg van, in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, 'n bedrag van minstens die loon betaalbaar ingevolge subklousule (1);

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

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

(i) in the first cycle of 36 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 in a 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 in such first cycle of 36 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid in respect of only such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity at the rate of his wage at the commencement of the incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken;

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

(iv) payment for any period of absence on sick leave in terms of this clause to an employee who is employed on piece-work or commission work shall be at the rate of the employee's average remuneration for the 13 weeks preceding the commencement of the sick leave or, if a lesser period has been worked, for the number of completed weeks so worked.

(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 one work-day; or

(b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a public holiday as defined, 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 shall 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 amounting in the aggregate, in any period of 12 months, to not more than 10 weeks, 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);

(ii) any period during which an employee is absent on military service: 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 service;

(iii) any period of employment which an employee has had with the same employer immediately before the date on which this determination became binding 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 (Act 30 of 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 an amount of not less than the wage payable in terms of subclause (1);

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

## 8. OPENBARE VAKANSIEDAE EN SONDAE

(1) *Vergoeding vir werk op 'n openbare vakansiedag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, nie op 'n openbare vakansiedag, soos omskryf, werk nie en sodanige dag op 'n dag val wat andersins 'n gewone werkdag vir die werknemer is, moet sy werkgever 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 daardie dag van die week werk.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare vakansiedag, soos omskryf, werk en sodanige dag op 'n dag val wat andersins 'n gewone werkdag vir die werknemer is, moet sy werkgever hom ten opsigte van daardie dag minstens 'n bedrag betaal wat gelyk is aan die bedrag wat hy hom sou betaal het ingevolge paragraaf (a) indien die werknemer nie op daardie dag gewerk het nie, plus—

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

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

(c) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare vakansiedag, soos omskryf, werk en sodanige dag op 'n dag val wat andersins nie 'n gewone werkdag vir die werknemer is nie, moet sy werkgever 'n bedrag ten opsigte van daardie dag aan hom betaal van minstens die loon wat betaalbaar is aan hom ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk, plus—

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

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

(d) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare vakansiedag, soos omskryf, werk wat op 'n Sondag val, moet hy vir sodanige werk besoldig word op die basis in paragraaf (c) uiteengesit.

(2) *Vergoeding vir werk op 'n Sondag.*—Behoudens subklousule (1) (d), wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet sy werkgever hom—

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

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

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

(3) *Vergoeding vir 'n los werknemer vir werk op 'n openbare vakansiedag of 'n Sondag.*—Wanneer 'n los werknemer op 'n openbare vakansiedag, soos omskryf, of op 'n Sondag werk, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag betaal bereken teen 'n skaal van minstens dubbel sy uurloon ten opsigte van elke uur of gedeelte van 'n uur wat hy daardie dag werk: Met dien verstande dat by die toepassing van hierdie subklousule 'n los werknemer in 'n bedryfsinrigting waarin die werknemers gewoonlik op—

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

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

(4) *Vergoeding vir werk gedeeltelik op 'n openbare vakansiedag of 'n Sondag.*—Wanneer 'n werknemer 'n tydperk werk wat—

(a) gedeeltelik op 'n openbare vakansiedag, soos omskryf, of op 'n Sondag en gedeeltelik op enige ander dag val; of

(b) gedeeltelik op 'n openbare vakansiedag, soos omskryf, en gedeeltelik op 'n Sondag val,

word die hele tydperk vir die doel van die berekening van die vergoeding betaalbaar aan sodanige werknemer geag gewerk te gewees het op die dag waarop die grootste gedeelte van daardie werktydperk val.

## 8. PUBLIC HOLIDAYS AND SUNDAYS

(1) *Compensation for work on a public holiday.*—(a) Whenever an employee, other than a casual employee, does not work on a public holiday as defined and such day falls on a day which otherwise is an ordinary work-day for the employee, his employer shall pay 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) ordinarily worked by him on that day of the week.

(b) Whenever an employee, other than a casual employee, works on a public holiday as defined and such day falls on a day which otherwise is an ordinary work-day for the employee, his employer shall pay him in respect of that day an amount equal to at least 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 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 that day of the week.

(c) Whenever an employee, other than a casual employee, works on a public holiday as defined and such day falls on a day which otherwise is not an ordinary work-day for the employee, his employer shall pay him in respect of that day an amount which not be less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a work-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 work-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 work-day.

(d) Whenever an employee, other than a casual employee, works on a public holiday as defined which falls on a Sunday, he shall be remunerated for such work on the basis set out in paragraph (c).

(2) *Compensation for work on a Sunday.*—Subject to subclause (1) (d) whenever an employee, other than a casual employee, works on a Sunday, his employer shall pay him—

(a) 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

(b) 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 at least 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

(c) 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 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 that day of the week.

(3) *Compensation to a casual employee for work on a public holiday or a Sunday.*—Whenever a casual employee works on a public holiday as defined or on a Sunday, his employer shall pay him in respect of that day an amount calculated at a rate of not less than double his hourly wage in respect of each hour or part of an hour worked by him on that day: Provided that for the purposes of this subclause a casual employee in an establishment in which the employees normally work on—

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

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

(4) *Compensation for work partly on a public holiday, or a Sunday.*—Whenever an employee works for a period which falls—

(a) partly on a public holiday as defined or on a Sunday and partly on any other day; or

(b) partly on a public holiday as defined and partly on a Sunday,

the whole period shall for the purpose of calculating the compensation payable to such employee be deemed to have been worked on the day on which the major portion of that work period falls.

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

(6) Voorbehoudsbepaling.—Subklousules (1) (b) en (d) en (2) is nie van toepassing nie op 'n werknemer bedoel in klousule 5 (7) (a).

### 9. STUKWERK EN KOMMISSIEWERK

(1) *Stukwerk*.—(a) 'n Werkgever kan, wanneer hy 'n werknemer in diens neem of, indien die werknemer reeds in sy diens is, nadat hy minstens een week kennis gegee het, '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, minstens die bedrag wat die werkgever 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, minstens die bedrag wat die werkgever 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 sigtelike plek in sy bedryfsinrigting opgeplak hou of hy kan in plaas daarvan aan die werknemer '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 tariewe wat daarvolgens van toepassing is, af te skaf of te wysig, moet aan sy werknemer minstens een maand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgever en 'n 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 word daar nie van 'n werkgever vereis om 'n los werknemer kennis te gee van sy voorneme om 'n stukwerkstelsel in te voer of af te skaf of te wysig nie.

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

(i) die loon wat aan die werknemer betaalbaar is, wat minstens die loon is wat voorgeskryf word by klousule 3 (1) en (4) vir 'n werknemer van sy klas en ondervinding, die kommissietarief 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 die werknemer vereis word of hy toegelaat word om te werk; en

(iv) die dag van betaling van kommissie wat die werknemer voor die beëindiging van die dienskontrak verdien het: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is.

(b) Behoudens klousule 4 (6) moet die werkgever sy werknemer besoldig betaal teen minstens die skaal waaroor hulle ooreengekom het. 'n Werkgever mag nie van 'n werknemer vereis om hom toelaat om enige werk slegs op 'n kommissiebasis vir hom te doen nie. 'n Bedrag aan 'n werknemer betaalbaar as kommissie kragtens 'n ooreenkoms aangegaan ingevolge paragraaf (a) is afgesien van en bykomend by die loon wat daarin bepaal word.

(c) Die werknemer se besoldiging word betaal op die dag wat bepaal word in die ooreenkoms bedoel in paragraaf (a) en die bepalings van klousule 4 (1) is nie van toepassing ten opsigte van sodanige betaling nie.

(d) '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. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

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

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

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

### 9. PIECE-WORK AND COMMISSION WORK

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

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

(ii) a casual employee, in respect of each day on which piece-work is performed, the amount which the employer 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 the employee 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 piecework system in operation or the rates applicable thereunder, shall give his employee 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 shall not be required to give a casual employee notice of his intention to introduce any piece-work system or to cancel or amend it.

(2) *Commission work*.—(a) An employee 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 wage payable to the employee, which shall be not less than the wage prescribed in clause 3 (1) and (4) for an employee of his class and experience, the rate 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 the employee is required or permitted to work; and

(iv) the day of payment of commission earned by the employee 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) Save as provided in clause 4 (6), the employer shall pay his employee remuneration at not less than the rate agreed upon between them. 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 paragraph (a) shall be aside from and in addition to the wage therein stipulated.

(c) The employee's remuneration shall be paid on the day stipulated in the agreement referred to in paragraph (a) and the provisions of clause 4 (1) shall not apply in respect of such payment.

(d) 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 be not less than that required to terminate the contract of employment of such employee in terms of clause 12.

### 10. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

**11. VERBOD OP INDIENSNEEMING**

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

**12. BEÏNDIGING VAN DIENSKONTRAK**

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

- (a) gedurende die eerste vier weke diens, minstens een werkdag;
- (b) na die eerste vier weke diens, minstens een week,

kennis van die beëindiging van die kontrak gee, wat skriftelik gedoen moet word, uitgesonderd in die geval van 'n werknemer wat nie kan skryf nie, 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 dit nie die volgende sal beïnvloed nie:

- (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 albei partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;
- (ac) die werking van 'n verbeuring of boete wat regtens van toepassing is op 'n werknemer wat dros;

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

(2) Indien daar 'n ooreenkoms ingevolge voorbehoudsbepaling (ab) van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn 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 verleen of met siekteverlof ingevolge klousule 7 verleen of weens ongeskiktheid in die omstandighede in klousule 7 (4) (a) of (b) uiteengesit, waar sodanige afwesigheid altesaam hoogstens 10 weke in 'n tydperk van 12 agtereenvolgende maande diens by dieselfde werkgewer beloop; en
- (b) 'n kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende, 'n werknemer se afwesigheid weens militêre diens, behalwe waar 'n werknemer anders versoek en sy werkgewer skriftelik daartoe instem.

(4) Ondanks andersluidende bepalinge 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, hom 'n bedrag toeëien van hoogstens dié wat die 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. DIENSSERTIFIKAAT**

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

**11. PROHIBITION OF EMPLOYMENT**

An employer shall not employ any person under the age of 15 years or 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;
- (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 employee who is unable to write 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 had no deduction 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 a work-day: Provided that—

- (a) the period of notice shall not run concurrently with, neither shall notice 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 service, 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 the employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, the employee shall, for the purposes of clause 6 (5), be deemed to have paid the employer in lieu of notice.

**13. CERTIFICATE OF SERVICE**

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

## DIENSSERTIFIKAAT

Ek, .....  
 wat die Dameskousnywerheid beoefen te .....  
 verklaar hierby dat .....  
 (identiteitsnommer) .....  
 in my diens was van die ..... dag van ..... 19.....  
 tot die ..... dag van .....  
 19..... as (\*) .....

By diensbeëindiging was hierdie werknemer se loon R.....

(Handtekening van werkgewer of  
 gemagtigde verteenwoordiger)

Datum .....

(\*) Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, algemene werker.

## 14. LOGBOEK

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

## DAAGLIKSE LOG

Naam van werkgewer .....  
 Naam van drywer .....  
 Datum .....  
 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 vergesel .....

(Handtekening van drywer)

Datum .....

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

(3) Die werkgewer moet die kopie van die daaglikse log wat ingevolge subklousule (2) by hom ingedien is, minstens drie jaar lank na sodanige indiening bewaar.

## 15. PRESENSIEREGISTER

(1) 'n Werkgewer moet in sy bedryfsinrigting 'n presensieregister verskaf wat wesentlik 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 skryf nie, moet sy werkgewer vir elke dag wat hy gewerk het en wel op dié dag namens hom die nodige inskrywings ten opsigte van items (i) tot (vi) van subklousule 3 (a) doen en sodanige inskrywings onderteken.

## CERTIFICATE OF SERVICE

I, .....  
 carrying on trade in the Ladies' Stockings Industry at .....  
 hereby certify that ..... (Identity number) .....  
 was employed by me from the .....  
 of ..... 19..... to the ..... day  
 of ..... 19..... as (\*) .....  
 At the termination of employment this employee's wage was  
 R.....

(Signature of employer or authorised  
 representative)

Date .....

(\*) State class in which employee was wholly or mainly engaged, e.g. clerk, general worker.

## 14. LOG-BOOK

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

## DAILY LOG

Name of employer .....  
 Name of driver .....  
 Date .....  
 Time of starting work .....  
 Time of finishing work .....  
 Number of hours worked .....  
 Meal intervals from ..... to .....  
 Particulars of any accident or delay .....

Name(s) of employee(s) accompanying driver .....

(Signature of driver)

Date .....

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

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

## 15. ATTENDANCE REGISTER

(1) An employer shall provide in his establishment an attendance register substantially in the following form wherein he shall record in ink or indelible pencil the name and class of each of his employees and if such employee is unable to 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 werknemer) |     |                         |              |                   |                     |                                                                                                              |                      |  |
| Jaar.....<br>Maand..... |              | Inskrywings moet deur werknemer gemaak word |                                   |     |     |     |     |     |                                 |                  |     | Opmerkings (as daar is) |              |                   |                     |                                                                                                              |                      |  |
| Datum                   | Dag van week | Tyd waar-<br>op werk<br>begin               | Pouses waarin nie gewerk word nie |     |     |     |     |     | Tyd wat<br>werk gestaak<br>word | Oortyd<br>gewerk |     | Totale getal<br>ure     |              | Hand-<br>tekening | Deur werk-<br>nemer | Deur werkgewer, indien werknemer afwesig was. Redes vir<br>sy afwesigheid (moet deur werkgewer geteken word) | Deur in-<br>spekteur |  |
|                         |              |                                             | Van                               | Tot | Van | Tot | Van | Tot |                                 | Van              | Tot | Elke<br>dag             | Elke<br>week |                   |                     |                                                                                                              |                      |  |
| 1                       |              |                                             |                                   |     |     |     |     |     |                                 |                  |     |                         |              |                   |                     |                                                                                                              |                      |  |
| 2                       |              |                                             |                                   |     |     |     |     |     |                                 |                  |     |                         |              |                   |                     |                                                                                                              |                      |  |
| 3                       |              |                                             |                                   |     |     |     |     |     |                                 |                  |     |                         |              |                   |                     |                                                                                                              |                      |  |
| 4                       |              |                                             |                                   |     |     |     |     |     |                                 |                  |     |                         |              |                   |                     |                                                                                                              |                      |  |
| 5                       |              |                                             |                                   |     |     |     |     |     |                                 |                  |     |                         |              |                   |                     |                                                                                                              |                      |  |
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| 8                       |              |                                             |                                   |     |     |     |     |     |                                 |                  |     |                         |              |                   |                     |                                                                                                              |                      |  |
| 9                       |              |                                             |                                   |     |     |     |     |     |                                 |                  |     |                         |              |                   |                     |                                                                                                              |                      |  |
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| 15                      |              |                                             |                                   |     |     |     |     |     |                                 |                  |     |                         |              |                   |                     |                                                                                                              |                      |  |
| 16                      |              |                                             |                                   |     |     |     |     |     |                                 |                  |     |                         |              |                   |                     |                                                                                                              |                      |  |
| 17                      |              |                                             |                                   |     |     |     |     |     |                                 |                  |     |                         |              |                   |                     |                                                                                                              |                      |  |
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| 22                      |              |                                             |                                   |     |     |     |     |     |                                 |                  |     |                         |              |                   |                     |                                                                                                              |                      |  |
| 23                      |              |                                             |                                   |     |     |     |     |     |                                 |                  |     |                         |              |                   |                     |                                                                                                              |                      |  |
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| 29                      |              |                                             |                                   |     |     |     |     |     |                                 |                  |     |                         |              |                   |                     |                                                                                                              |                      |  |
| 30                      |              |                                             |                                   |     |     |     |     |     |                                 |                  |     |                         |              |                   |                     |                                                                                                              |                      |  |
| 31                      |              |                                             |                                   |     |     |     |     |     |                                 |                  |     |                         |              |                   |                     |                                                                                                              |                      |  |

Let Wel.—Onder hoofde "Van" en "Tot" in kolom "Pouses waarin nie gewerk word nie" voeg in tyd wanneer pouse begin en tyd wanneer werk hervat word. 'n Werknemer word geag by die werk te wees vir enige pouse in sy werk indien die werknemer nie vry is om die bedryfsinrigting vir die hele pouse te verlaat nie.

# ATTENDANCE REGISTER

(Number of employee)

(Class of employee)

| Year.....<br>Month..... |             | Entries to be made by employee |                    |    |     |    |     |    |                        |                 |     |                       |           | Remarks (if any) |             |                                                                                         |              |
|-------------------------|-------------|--------------------------------|--------------------|----|-----|----|-----|----|------------------------|-----------------|-----|-----------------------|-----------|------------------|-------------|-----------------------------------------------------------------------------------------|--------------|
| Date                    | Day of week | Time of commencing work        | Intervals off work |    |     |    |     |    | Time of finishing work | Overtime worked |     | Total number of hours |           | Signature        | By employee | By employer, if employee was absent. Reasons for his absence (to be signed by employer) | By inspector |
|                         |             |                                | 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 headings "Off" and "On" in column "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 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 'n werknemer ten opsigte van elke dag wat hy gewerk het en wel op dié dag—

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

- (i) Die dag van die week;
- (ii) die tyd waarop hy begin werk het;
- (iii) die tyd waarop alle etens- en ander pouses wat nie as gewone werkure gereken kan word nie, begin en geëindig het;
- (iv) die ophoutyd van werk vir die dag;
- (v) die tyd waarop oortyd 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- en ander pouses wat nie as gewone werkure gereken kan word nie, begin en geëindig het; 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 (7) (a) van die werkuurbepalings uitgesluit word;
- (b) 'n drywer en 'n werknemer wat sodanige drywer op sy voertuig help;

(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, an 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 and other intervals which are not reckonable as ordinary hours of work; and
- (iii) the time of finishing work for the day.

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

(5) This clause shall not apply to—

- (a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a);
- (b) a driver and an employee assisting such driver on his vehicle.

No. R. 2049

14 September 1984

## LOONWET, 1957

## LOONVASSTELLING 388.—DAMESKOUSNYWERHEID, SEKERE GEBIEDE

Die Minister van Mannekrag is van voornemens om kragtens artikel 16 van die Loonwet, 1957, Loonvasstelling 388, gepubliseer by Goewermentskennisgewing R. 268 van 15 Februarie 1980, soos gewysig by Goewermentskennisgewing R. 991 van 21 Mei 1982, in te trek. Enige persoon wat kommentaar oor die voorgestelde intrekking wil lewer, moet sodanige kommentaar binne 30 dae vanaf die publikasie hiervan aan die Direkteur-generaal: Mannekrag, Privaatsak X117, Pretoria, 0001, voorleë.

No. R. 2049

14 September 1984

## WAGE ACT, 1957

## WAGE DETERMINATION 388.—LADIES' STOCKING INDUSTRY, CERTAIN AREAS

The Minister of Manpower proposes, in terms of section 16 of the Wage Act, 1957, to cancel Wage Determination 388, published under Government Notice R. 268 of 15 February 1980, as amended by Government Notice R. 991 of 21 May 1982. Any person who desires to comment on the proposed cancellation must submit such comments within 30 days from the date of publication hereof to the Director-General: Manpower, Private Bag X117, Pretoria, 0001.

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