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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 45

11 January 1985

WAGE ACT, 1957

WAGE DETERMINATION 442.—BRUSH AND BROOM MANUFACTURING INDUSTRY, CERTAIN AREAS

By direction of the Minister of Manpower it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Brush and Broom Manufacturing Industry, Certain Areas, and has fixed 1 February 1985 as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

(1) This determination shall apply to all employers and all their employees, other than managers, in the Brush and Broom Manufacturing Industry, as defined in subclause (2), in the following areas:

Cape Province.—The Magisterial Districts of Bellville, East London, Goodwood, Kuils River, Oudtshoorn, Port Elizabeth, Simonstown, The Cape and Wynberg;

Natal.—The Magisterial Districts of Durban and Pinetown;

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom.

(2) "Brush and Broom Manufacturing Industry" means the industry in which employers and employees are associated in establishments for the purpose of making one or more of the following articles:

(a) Brushes, brooms or dusters made from feathers, bristle, wire, hair, bass, broom-reeds, sea-grass, grass, sedge or nylon or any other synthetically manufactured material;

(b) paint brushes;

(c) paint rollers made from sheepskin, polythene or any other material;

(d) mops from yarn, rags or calico;

and includes all operations incidental to or consequent on any of the aforesaid activities.

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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 45

11 Januarie 1985

LOONWET, 1957

LOONVASSTELLING 442.—BORSEL- EN BESEMNYWERHEID, SEKERE GEBIEDE

In opdrag van die Minister van Mannekrag, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Borsel- en Besemnywerheid, Sekere Gebiede, gemaak en 1 Februarie 1985 bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

(1) Hierdie vasstelling is van toepassing op al die werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Borsel- en Besemnywerheid, soos omskryf in subklousule (2), in die volgende gebiede:

Kaapprovinsie.—Die landdrostdistrikte Bellville, Die Kaap, Goodwood, Kuilsrivier, Oos-Londen, Oudtshoorn, Port Elizabeth, Simonstad en Wynberg;

Natal.—Die landdrostdistrikte Durban en Pinetown;

Transvaal.—Die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom.

(2) "Borsel- en Besemnywerheid" beteken die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings met die doel om een of meer van die volgende artikels te vervaardig:

(a) Borsels, besems of stoffers gemaak van vere, varkhaar, draad, haar, bas, besemgoed, seegras, gras, watergras, of nylon of enige ander sinteties vervaardigde materiaal;

(b) verfkaste;

(c) verfrölers gemaak van skaapvel, politeen of enige ander materiaal;

(d) stokdweile uit garing, lappe of kaliko;

en omvat alle werksaamhede wat met enigeen van voornoemde bedrywig-hede in verband staan of daaruit voortspruit.

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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; and, 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 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; (45)

(2) "artisan" means an employee who has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who holds a certificate issued or deemed to have been issued to him by the Registrar of Manpower Training that confers 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; (1)

(3) "artisan's aide" means an employee, other than an apprentice or a trainee, who under the direction and supervision of an artisan assists the latter in the performance of tasks which do not require the training or skill of an artisan; (2)

(4) "assistant foreman" means an employee who assists a foreman and who in so doing may perform any of the duties of a foreman and who may act for the latter during his absence; (3)

(5) "Boiler attendant" means an employee who, under supervision, maintains the water level and steam pressure in a boiler and who may make, maintain and draw the fire in such boiler; (17)

(6) "Brush and Broom Manufacturing Industry"—see clause 1 (2); (7)

(7) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (25)

(8) "chargehand" means an employee who, under the supervision of a foreman, forewoman or supervisor, is in charge of a group of Grade IV employees; (32)

(9) "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 also be used for the conveyance of employees, documents or parcels; (10)

(10) "clerk" means an employee who is engaged in writing, typing, filing or 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 subclause, even if clerical work forms part of such employee's duties; (18)

(11) "clerical assistant" means an employee who, under the supervision of a clerk having not less than two years experience, is engaged in any one or more of the following duties:

- (a) Adding or subtracting, also with the aid of a machine;
- (b) transferring names and addresses from compiled documents to envelopes, labels or circulars in any manner other than on a typewriter;
- (c) transferring particulars into registers in any manner other than on a typewriter;
- (d) filing documents, according to written instructions or a list, in alphabetical or numerical order or according to colour;
- (e) issuing time cards;
- (f) writing out consignment or delivery notes on packing slips;
- (g) writing up stock cards;
- (h) checking orders which have been assembled by a warehouse assistant; (19)

(12) "commission work" means any system under which an employee's remuneration is calculated on the number or value of orders submitted by him to and accepted by his employer; (20)

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

(14) "despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, mass-measuring, packing, marking, addressing or despatching of goods or packages; (46)

(15) "driver" means an employee, other than a chauffeur or a travelling representative's assistant, who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving, any time spent 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)

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 dié vasstelling word 'n werknemer geag in die klas te wees waarin hy uitsluitelik of hoofsaaklik werksaam is; en, voorts, tensy onbestaanbaar met die sinsverband, beteken—

(1) "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 ambagstatus aan hom verleen, en enige ander werknemer wat werk doen wat 'n ambagsman in die reël verrig, behalwe waar in hierdie vasstelling uitdruklik anders bepaal word; (2)

(2) "ambagsmanshulp" 'n werknemer, uitgesonderd 'n vakleerling of 'n kwekeling, wat onder die leiding en toesig van 'n ambagsman laasgenoemde bystaan in die uitvoering van take wat nie die opleiding of bedreweheid van 'n ambagsman vereis nie; (3)

(3) "assistent-voorman" 'n werknemer wat 'n voorman in die uitvoering van sy pligte bystaan en wat enige van die pligte van 'n voorman gedurende laasgenoemde se afwesigheid namens hom kan waarneem; (4)

(4) "bediener van 'n mobiele hystoestel" 'n werknemer wat 'n krag-aangedrewe mobiele hystoestel bedien wat by die laai, aflaai, versit of opstapel van goedere gebruik word; (37)

(5) "bedryfsinrigting" 'n perseel of 'n gedeelte daarvan waarin of in verband waarmee een of meer werknemers in die Borsel- en Besemnywerheid in diens is; (17)

(6) "bestuurder" 'n werknemer wat deur sy werkgever belas is met die algemene toesig oor, verantwoordelijkheid vir en leiding van die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk maar dit sluit nie 'n werknemer in nie wat 'n bestuurder aflos of vir hom ageer tydens sy afwesigheid; (34)

(7) "Borsel- en Besemnywerheid"—kyk klousule 1 (2); (6)

(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; (26)

(9) "bruto voertuig-massa", met betrekking tot 'n motorvoertuig, die maksimum massa van sodanige voertuig en sy vrag, soos gespesifiseer deur die vervaardiger of, by gebreke aan sodanige spesifikasie, soos bepaal deur die betrokke registrasie-owerheid; (27)

(10) "chauffeur" 'n werknemer, uitgesonderd 'n drywer of 'n reisende verteenwoordiger se assistent, wat 'n motorvoertuig dryf wat die vervoer van sy werkgever, klante of besoekers bedoel is en waarmee ook werknemers, dokumente of pakkette vervoer mag word; (9)

(11) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat in die geval van 'n skofwerker, sekuriteitswag of 'n wag dit beteken 'n tydperk van 24 uur gereken vanaf die tydstop waarop so 'n werknemer begin werk het; (13)

(12) "drywer" 'n werknemer, uitgesonderd 'n chauffeur of 'n reisende verteenwoordiger se assistent, wat 'n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking " 'n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy aan werk in verband met die voertuig of die vrag bestee en alle tydperke wat sodanige werknemer verplig is om op sy pos te bly gereed om te dryf; (15)

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

(14) "fabrieksklerk" 'n werknemer wat onder toesig van 'n voorman, 'n assistentvoorman of 'n gekwalifiseerde klerk, een om meer van die volgende pligte uitvoer:

- (a) Aanteken van besonderhede in verband met werknemers se aanwesigheid of afwesigheid en tye deur werknemers aan verskillende take bestee;
- (b) aanteken van besonderhede van jaarlikse of siekteverlof;
- (c) aanteken van bondelnommers, inhoud of verwysingsnommers van houers;
- (d) aanteken van indiensneming, ontslag of bedanking van werknemers en maak van inskrywings in werknemers se persoonlike lêers of dokumente;
- (e) bedien van 'n optelmasjien in die loop van sy pligte as fabrieksklerk;
- (f) byeenbring van bestellings vir versending;
- (g) kontroleer van bywoningsregisters;
- (h) liasseer, sorteer, hanteer of met die hand kopieer van fabrieksdokumente;

(16) "emergency work" means any work—

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

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

(c) 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; (31)

(17) "establishment" means any premises or part thereof in or in connection with which one or more employees are employed in the Brush and Broom Manufacturing Industry; (5)

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

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

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

(c) any other employee, the total period or periods of employment which an employee has had in his class in the Brush and Broom Industry; (33)

(19) "extra heavy motor vehicle" means a motor vehicle the gross vehicle mass or the gross combination mass of which exceeds 16 000 kg; (13)

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

(a) Assembling orders for despatch;

(b) recording particulars concerning employees' presence or absence and the time spent by employees on various tasks;

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

(d) checking attendance registers;

(e) filing, sorting, attending to or copying factory documents by hand;

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

(g) making out delivery notes other than invoices;

(h) preparing or issuing certificates of service or permits;

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

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

(k) receiving and mass-measuring goods and recording the necessary particulars;

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

(m) recording particulars of annual or sick leaves;

(n) recording the engagement, discharge or resignation of employees and making entries in the employees' personal files or documents;

(o) scheduling production figures;

(p) stamping or writing tickets or labels;

(q) supervising the off-loading of goods; (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 to a manager for the efficient performance by them of their duties, and "forewoman" has a corresponding meaning; (47)

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

(a) Operating a router machine, a surfacer machine or a machine for mixing or blending bristle;

(b) turning wood by hand (including sandpapering of the article turned while still in the lathe) and making notes of his time worked and production;

(c) turning wood by spindle to a jig;

(d) sawing by circular or bandsaw, other than as provided for in the definition of Grade III employee;

(e) spray painting; (50)

(i) nagaan van besonderhede in verband met goedere wat ontvang of uitgereik is, of byhou van voorraadregisters;

(j) ontvang en massameet van goedere en die aantekening van die nodige besonderhede;

(k) skeduleer van produksiesyfers;

(l) stempel of uitskrif van kaartjies of etikette;

(m) toesig hou oor die aflaai van goedere;

(n) toek of vertaal van tale wat deur Swart- of Asiëerwerknemers gesig word;

(o) uitmaak van afleweringsbriewe, maar nie fakture nie;

(p) voorberei of uitreik van diensertifikate of permitte;

(q) voorberei van loon- of tydkaarte vir latere gebruik deur 'n klerk; (20)

(15) "faktotum" 'n werknemer, uitgesonderd 'n ambagsmanshulp, vakleerling of 'n kwekeling, wat kleinere herstelwerk of 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 kleiner herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (28)

(16) "gekwalfiseerd" met betrekking tot 'n werknemer, dat die ondervinding van 'n werknemer in sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is en omgekeerd, beteken "ongekwalfiseerd" dat die ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (41)

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

(18) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, magasynman, versendingsklerk, telefoonskakelbordoperateur of enige kantoomasjien operateur maar nie 'n fabrieksklerk of enige ander klas werknemer wat elders in hierdie subklousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se pligte; (10)

(19) "klerklike assistent" 'n werknemer wat onder die toesig van 'n klerk met minstens twee jaar ondervinding een of meer van die volgende pligte uitvoer:

(a) Hou van voorraadkaarte;

(b) liasseer van dokumente volgens 'n skriftelike opdrag of lys, in alfabetiese of numerieke volgorde of volgens kleur;

(c) nasien vir korrektheid van bestellings wat deur 'n pakhuis-assistent bymekaargebring is;

(d) oorbring van besonderhede in registers op 'n ander manier as met 'n tikmasjien;

(e) oorbring van name en adresse vanaf opgestelde dokumente na koevert, etikette of omsendbriewe op 'n ander manier as met 'n tikmasjien;

(f) optel of aftrek, asook met behulp van 'n masjien;

(g) uitreik van tydkaarte;

(h) uitskrif van vrag- of afleweringsbriewe of verpakkingstrokkies; (11)

(20) "kommissiewerk" enige stelsel waarvolgens 'n werknemer se besoldiging bereken word volgens die getal of waarde van bestellings wat hy aan sy werkgever voorleë en wat laasgenoemde aanvaar; (12)

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

(22) "kwekeling" 'n werknemer, uitgesonderd 'n vakleerling, vir wie daar ingevolge die Wet op Mannekragopleiding, 1981, voorsiening gemaak word vir opleiding in 'n ambag wat ingevolge daardie Wet aangewys is of wat geag word ingevolge daarvan aangewys te wees; (49)

(23) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa hoogstens 3 500 kg is; (31)

(24) "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 dié voorbehoudsbepaling mag nie so uitgelê word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie, en "gewone loon" of "wekkloon" het 'n ooreenstemmende betekenis; (52)

(25) "los werknemer" 'n werknemer wat hoogstens drie dae per week by dieselfde werkgever in diens is; (7)

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

- (a) Operating—
 - (i) a brush component press with a capacity of 100 kilonewtons or more;
 - (ii) a power-driven broomhandle machine, planing machine or thick-nessing machine;
 - (iii) a power-driven machine for shaping ferrules;
 - (iv) a machine for extruding plastic or fibres for components and brushware;
 - (v) a machine for reclaiming or soring bristle, except as provided for in the definition of Grade I employee or Grade II employee;
 - (vi) a machine for filling or boring;
 - (vii) an automatic wood shaping or turning machine;
 - (viii) an automatic injection moulding machine for moulding plastic articles;
 - (ix) any other power-driven machine, except as provided for in the definition of Grade I employee or Grade II employee;
 - (b) boring by hand (freehand), with the purpose of filling;
 - (c) trimming by hand (other than trimming residue from machine trimmed brushes with shears and cleaning moulded products by removing the residue by hand);
 - (d) pouring rubber, cement, resin or other adhesive by hand;
 - (e) dipping or painting, excluding spray painting;
 - (f) making of—
 - (i) notes of his time worked and production;
 - (ii) carpet brooms (sewing and typing);
 - (iii) twisted-in-wire brushes;
 - (iv) peg and ring tar brushes;
 - (v) mops or squeegees;
 - (g) mass measuring, laying or setting up bristle;
 - (h) mixing or blending hair (excluding bristle), fibre or synthetic bristle by hand or machine;
 - (i) pushing up bristle into ferrules;
 - (j) spot welding ferrules;
 - (k) drawing wire;
 - (l) inserting bristles, fibre or plugs into ferrules of paint or whitewash brushes;
 - (m) filling by hand (pan hand); (51)
- (24) "Grade III employee" means an employee who is engaged in any one or more of the following duties:
- (a) Cutting off the residue from moulded products;
 - (b) finishing, clinching, nailing, pinning, rivetting, tacking, glueing, binding or screwing;
 - (c) operating of—
 - (i) a beading machine;
 - (ii) a machine for pouring rubber, cement, resin or other adhesive;
 - (iii) a machine for tipping or flagging synthetic fibre;
 - (iv) a machine for mixing or colouring moulding powder;
 - (v) a non-power-driven machine for shaping ferrules;
 - (vi) a non-power-driven machine for stapling cartons or fibre board containers;
 - (vii) an automatic machine for manufacturing paint brush handles;
 - (viii) sandpapering machine;
 - (ix) a beating, cleaning or flirting machine;
 - (x) a guillotine for cutting hoop-iron, tin, nickel-plated tin, copper, brass or steel;
 - (xi) a guillotine for cutting hair (other than bristle), fibre or synthetic bristle;
 - (xii) a bristle sorting machine by placing bristle for reclaiming on the conveyor belt;
 - (xiii) a grinding machine for regrinding-used material;
 - (d) printing, embossing, burning or branding of handles or brushes;
 - (e) boring holes for handles or for purposes other than filling;
 - (f) trimming by machine;
 - (g) screw-threading brooms, brushes or handles;
 - (h) fitting buffers to brooms or brushes;
 - (i) combing or hackling fibre, hair or synthetic bristle by hand or machine;

(26) "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, pakhuis of oop voorraadwerf te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n magasyn, pakhuis of oop voorraadwerf aan die verbruiksafdeling in 'n bedryfsinrigting of vir versending te lewer; (46)

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

(28) "medium motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa meer as 3 500 kg is maar hoogstens 9 000 kg; (35)

(29) "militêre diens" enige diens of opleiding ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957); (36)

(30) "motorvoertuig" enige selfgedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm³, wat gebruik word vir die vervoer van goedere, uitgesonderd 'n reisende verteenwoordiger se monsters, en omvat dit ook 'n voorhaker, 'n motorfiets, of 'n motordriewiel en 'n trekker, maar nie 'n mobiele hystoestel nie; (38)

(31) "noodwerk" enige werk—

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

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

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

(i) skepe;

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

(iii) voertuie gebruik deur 'n karweier in die uitvoering van sy kontrak as sodanig met die Suid-Afrikaanse Vervoerdienste; (16)

(32) "onderbaas" 'n werknemer wat onder toesig van 'n voorman, voorvrou of 'n toesighouer in beheer is van 'n groep werknemers graad IV; (8)

(33) "ondervinding" met betrekking tot—

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

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

(c) enige ander werknemer, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Borsel- en Besemnywerheid werksaam was; (18)

(34) "oortyd" daardie 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 of 'n openbare feesdag, soos omskryf, vir sy werk-gewer werk nie; (39)

(35) "openbare feesdag" Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Hemelvaartdag, Republiekdag, Gelofte-dag of Kersdag; (40)

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

(37) "reisende verteenwoordiger" 'n werknemer wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting namens so 'n inrigting bestellings vra, werf of soek; (50)

(38) "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 in die uitvoering van sy werk gebruik, mag dryf; (51)

(39) "saagskerpmaker" 'n werknemer wat sae skerpmak, uitdiep of top; (42)

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

(a) goedere, voertuie of persone deursoek;

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

(c) die beweging van persone of voertuie deur kontrolepunte of hekke kontroleer of verslag daaroor doen;

en van wie vereis kan word om enige of al die pligte van 'n wag uit te voer; (43)

- (j) boiling, baking or drying bristle, fibre or hair;
- (k) making notes of his time worked and production;
- (l) making feather dusters;
- (m) mass measuring and recording;
- (n) assembling component parts;
- (o) assembling mops or squeegees;
- (p) examining products for obvious defects before packing;
- (q) oiling or greasing machinery or vehicles;
- (r) polishing of moulded products on buffing wheels;
- (s) centring wood preparatory to turning or bandsawing;
- (t) cleaning the residue off moulded products by hand;
- (u) cutting or mass measuring mop yarn;
- (v) cutting reject material by bandsaw for regrinding;
- (w) cutting straps;
- (x) cutting wire other than for twisted-in-wire brushes;
- (y) soldering ferrules;
- (z) sorting feathers for dusters;
- (aa) nailing straps;
- (ab) adding pigment to moulding powder; (52)
- (25) "Grade IV employee" means an employee who is engaged in any one or more of the following duties:
 - (a) Cutting feather quills;
 - (b) delivering messages, letters or goods on foot or by means of a non-power-driven vehicle;
 - (c) marking the outline of patterns on wood;
 - (d) taking off from a non-power-driven guillotine or a sawing machine;
 - (e) cutting hair from tails;
 - (f) trimming residue by hand with shears from machine-trimmed brushes;
 - (g) carrying, moving or stacking;
 - (h) fixing or knocking stocks on to dipping pins or removing them;
 - (i) fixing of—
 - (i) ferrules or feather dusters;
 - (ii) labels to products;
 - (iii) hangers to brooms, brushes or handles;
 - (iv) addressed labels on packages for despatch;
 - (v) spreaders to handles for feather dusters;
 - (j) assisting on delivery vehicles, other than driving or effecting repairs;
 - (k) assisting an artisan by holding articles or tools or otherwise working with him, other than by the independent use of tools;
 - (l) dipping feathers;
 - (m) knocking of bass;
 - (n) loading or unloading
 - (o) disentangling or rewinding wire or rope;
 - (p) making or maintaining fires, or removing ashes or refuse;
 - (q) making or serving tea or similar beverages;
 - (r) mass measuring to set scale, other than bristle;
 - (s) marking or stencilling bales, boxes or packages;
 - (t) marking out holes by means of writing bag preparatory to boring;
 - (u) mounting of brooms or brushes on display cards or stands;
 - (v) opening or closing bales, boxes or packages;
 - (w) setting up by hand of ready-made cardboard or fibre board boxes or similar containers;
 - (x) stirring hair in dyeing vats;
 - (y) stirring glue, pitch, resin or other adhesives or paint;
 - (z) cleaning plant or machinery, premises, tools, utensils or vehicles;
 - (aa) cleaning, preparing or bundling of bristle, fibre or hair;
 - (ab) sandpapering by hand, except as provided for in the definition of Grade I employee;
 - (ac) cutting wire to a set gauge;
 - (ad) steaming dusters, brooms or brushes;
 - (ae) (g) blackening brush handles;

(41) "skofwerker" 'n werknemer wat skofwerk verrig in 'n werksaamheid in 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag op hoogstens ses dae per week gewerk word; (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; (48)

(43) "swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (29)

(44) "toesighouer" 'n werknemer wat onder toesig van 'n voorman of voorvrou, aan die hoof staan van en toesig hou oor 'n groep werknemers graad II of werknemers graad III, en wat oor werknemers graad IV toesig kan hou; (47)

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

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

(47) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat aan 'n bestuurder daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer, en "voorvrou" het 'n ooreenstemmende betekenis; (21)

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

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

(b) honde hanteer of beheer by die uitvoering van een of meer van die pligte in (a) bedoel; (53)

(49) "week", met betrekking tot 'n werknemer, die tydperk van sewe dae waarin die werkweek van daardie werknemer gewoonlik val; (54)

(50) "werknemer graad I" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) bedien van 'n uitvreetmasjien of 'n vlakskaafmasjien of 'n masjien wat varkhaar meng of vermeng;

(b) draai van hout met die haai (met inbegrip van die skuur van die artikel wat gedraai word terwyl dit nog in die draaibank is) en maak van aantekeninge van die tyd wat hy gewerk het en van sy produksie;

(c) draai van hout na 'n setmaat met 'n handspil;

(d) saag met 'n boog- of bandsaag uitgesonderd soos in die omskrywing van werknemer graad III voorgeskryf;

(e) spuitverf; (22)

(51) "werknemer graad II" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) Bedien van—

(i) 'n borselkomponentepers met 'n kapasiteit van minstens 100 kilonewton;

(ii) 'n kragaangedrewe besemstokmasjien, skaafmasjien of dikteskaafmasjien;

(iii) 'n kragaangedrewe masjien wat beslagringe vorm;

(iv) 'n masjien wat plastiek of vesels uitpers vir samestellende dele en borselware;

(v) 'n masjien wat varkhaar herwin of sorteer, uitgesonderd soos in die woordomskrywing van werknemer graad III voorgeskryf;

(vi) 'n masjien wat vul of boor;

(vii) 'n outomatiese houtvorming- of -draaimasjien;

(viii) 'n outomatiese injeksievormmasjien wat plastiekartikels vorm;

(ix) enige ander kragaangedrewe masjien, uitgesonderd soos in die woordomskrywing van werknemer graad I of werknemer graad III voorgeskryf;

(b) boor met die hand (vrye hand) vir die doel van vulling;

(c) byknip met die hand (uitgesonderd die afsny met 'n handskeer van die oorskot van borsels wat met 'n masjien bygeknip is en die skoonmaak van gevormde produkte deur die oorskot met die hand te verwyder;

(d) giet met die hand van rubber, sement, hars of ander kleefmiddel;

(e) indoop of verf, uitgesonderd spuitverf;

(f) maak van—

(i) aantekeninge van die tyd wat hy gewerk het en van sy produksie;

(ii) grasbesems (werk en bind);

(iii) in-draad-gedraaide borsels;

(iv) pen-en-ring-teerkwaste;

(v) stokdweile of uitdrukdwelle;

(af) wrapping, closing or otherwise covering brushes, dusters or other manufactured articles or parts thereof with cellophane, plastic, paper or similar material by hand;

(ag) combing, sorting or threshing broomcorn;

(ah) combing brushes;

(ai) shaking out or recovering waste;

(aj) cutting caps for feather dusters;

(ak) tying brooms into bundles for despatch;

(al) packing or placing brooms, brushes or other articles into containers;

(am) inserting handles into ferrules of brushes, other than peg-and-ring brushes;

(an) washing feathers, bristle, fibre or hair; (53)

(26) "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)

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

(28) "handyman" means an employee, other than an apprentice, artisan's aide or a trainee, who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings but who does not perform work normally done by an artisan; (15)

(29) "heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 9 000 kg but 16 000 kg; (43)

(30) "law" includes the common law; (54)

(31) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (23)

(32) "local authority" means any city council, municipal council, divisional council or any similar institution or body contemplated in section 84 (1) (f) of the Provincial Government Act, 1961, and includes any town council or village council established in terms of section 2 of the Black Local Authorities Act, 1982 (Act 102 of 1982); (36)

(33) "machine handyman" means an employee, other than an apprentice, an artisan's aide or a trainee, who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment but who does not perform work normally done by an artisan; (27)

(34) "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 and the employees engaged therein, but does not include an employee who relieves or acts for a manager during his absence; (6)

(35) "medium motor vehicle" means a motor vehicle the gross vehicle mass or the gross combination mass of which exceeds 3 500 kg but does not exceed 9 000 kg; (28)

(36) "military service" means any service or training in terms of the Defence Act, 1957 (Act 44 of 1957); (29)

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

(38) "motor vehicle" means any self-propelled vehicle with an engine capacity exceeding 100 cm³, used for conveying goods, other than a travelling representative's samples, and includes a mechanical horse, a motor cycle or a motor tricycle and a tractor, but does not include a mobile hoist; (30)

(39) "overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the 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 or a public holiday as defined;

(40) "public holiday" means New Year's Day (or the succeeding Monday whenever New Year's Day falls on a Sunday), Good Friday, Ascension Day, Republic Day, the Day of the Vow or Christmas Day; (35)

(41) "qualified", in relation to an employee, means that the experience of an employee of his class entitles him to the highest wage rate prescribed for that class, and, conversely, "unqualified" means that his experience in his class does not entitle him to such highest rate; (16)

(42) "saw sharpener" means an employee who is engaged in sharpening, gulleting or topping saws; (39)

(g) massameet, reglê en opstel van varkhaar;

(h) meng of vermeng van haar (uitgesonderd varkhaar), vesel, of sintetiese varkhaar met die hand of met 'n masjien;

(i) opstoot van varkhaar in beslagringe;

(j) puntsweis van beslagringe;

(k) trek van draad;

(l) voeg van varkhaar, vesel of tappe in beslagringe van verf- of kalkwaste;

(m) vul met die hand (teerbevestiging); (23)

(52) "werknemer graad III" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) Afsny van die oorskot van gevormde produkte;

(a) Afsny van die oorskot van gevormde produkte;

(b) afwerk, klink, spyker, vaspen, vasnael, ryg, lym, bind of vaskroef;

(c) bedien van—

(i) 'n kraallysmasjien;

(ii) 'n masjien wat rubber, sement, hars of ander kleefmiddels giet;

(iii) 'n masjien wat sintetiese vesel rafel of top;

(iv) 'n masjien wat vormpoeier meng of kleur;

(v) 'n nie-kragaangedrewe masjien wat beslagringe vorm;

(vi) 'n nie-kragaangedrewe masjien wat karton- of veselbordhouers vaskram;

(vii) 'n outomatiese masjien wat verfkwasbandvatsels vervaardig;

(viii) 'n skuurmasjien;

(ix) 'n stamp-, skoonmaak- of losskudmasjien;

(x) 'n valmes wat bandyster, tin, vernikkelde tin, koper, messing of staal sny;

(xi) 'n valmes wat haar (uitgesonderd varkhaar), vesel of sintetiese varkhaar sny;

(xii) 'n varkhaarsorteeremasjien deur varkhaar vir herwinning op die vervoerband te plaas;

(xiii) 'n vergruisingmasjien wat gebruikte materiaal hervergruis;

(d) bedruk, bosseleer, brand of brandmerk van steele of borsels;

(e) boor van gate vir steele of vir ander doeleindes, uitgesonderd vir vulling;

(f) byknip met 'n masjien;

(g) draai van skroefdrade aan besems, borsels of steele;

(h) heg van buffers aan besems of borsels;

(i) kam of hekel van vesel, haar of sintetiese varkhaar met die hand of met 'n masjien;

(j) kook, bak of droogmaak van varkhaar, vesel of haar;

(k) maak van aantekeninge van die tyd wat hy gewerk het en van sy produksie;

(l) maak van veerstoffers;

(m) massameet en aanteken;

(n) monteer van onderdele;

(o) monteer van stokdweile of uitdrukdwelle;

(p) nasien van produkte voordat hulle verpak word, met die oog op klaarblykbare defekte;

(q) olie of smeer van masjinerie of voertuie;

(r) poets van gevormde produkte op poleerwiele;

(s) sentreer van hout voordat dit gedraai of met 'n bandsaag gesaag word;

(t) skoonmaak van gevormde produkte deur die oorskot met die hand te verwyder;

(u) sny of massameet van dweilgaring;

(v) sny van afvalmateriaal met 'n bandsaag vir hervergruising;

(w) sny van bande;

(x) sny van draad, uitgesonderd vir in-draad-gedraaide borsels;

(y) soldeer van beslagringe;

(z) sorteer van vere vir stoffers;

(aa) vasspyker van bande;

(ab) voeg van kleurstof by vormpoeier; (24)

(53) "werknemer graad IV" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) Afknip van vereskagte;

(b) aflewer van boodskappe, briewe of goedere te voet of met 'n nie-kragaangedrewe voertuig;

(c) afmerk van die buitelyn van patrone op hout;

(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 or all of the duties of 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, a shortage of raw materials or railway trucks, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (21)

(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 open stock yard or delivering goods from a store or warehouse or open stock yard to the consuming department in an establishment or for despatch; (26)

(47) "supervisor" means an employee who, under the supervision of a foreman or forewoman, is in charge of and supervises a group of Grade II or Grade III employees and who may supervise Grade IV employees; (44)

(48) "trailer" means a vehicle which is not self-propelled but which is designed or adapted to be pulled by a motor vehicle, and includes a semi-trailer; (42)

(49) "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; (22)

(50) "travelling representative" means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (37)

(51) "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; (38)

(52) "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 proviso shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received had he not been employed on such a basis, and "ordinary wage" and "weekly wage" have corresponding meanings; (24)

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

- (a) Guarding, protecting or patrolling premises, buildings, structures or fixed or movable property;
- (b) handling or controlling dogs in the performance of one or more of the duties referred to in (a); (48)

(54) "week", in relation to an employee, means the period of seven days within which the working week of the employee concerned normally falls. (49)

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.*—

- (d) afneem van 'n nie-kragaaangedrewe valmes of van 'n saagmasjien;
- (e) afsny van haar van sterte;
- (f) afsny met 'n handskeer van oorskot van borsels wat met 'n masjien bygeknip is;
- (g) dra, verskuif of opstapel;
- (h) druk, stamp of afhaal van borselkoppe of indooopenne;
- (i) heg van—
- (i) beslagringe aan veerstoffers;
- (ii) etikette aan produkte;
- (iii) hangstange aan besems, borsels of stele;
- (iv) klaar geadresseerde etikette vir versending aan pakette;
- (v) spreiers aan stele vir veerstoffers;
- (j) help op afleweringvoertuie, uitgesonderd bestuur of herstelwerk doen;
- (k) hulp aan 'n ambagsman deur artikels of gereedskap vas te hou of op 'n ander wyse met hom saam te werk, uitgesonderd die selfstandige gebruik van gereedskap;
- (l) indoop van vere;
- (m) kam van bas;
- (o) laai of aflaai;
- (p) maak of aan die gang hou van vuur of verwydering van as of vullis;
- (q) maak of bedien van tee of soortgelyke drankte;
- (r) massameet op 'n gestelde skaal, uitgesonderd varkhaar;
- (s) merk of sjabloner van bale, dose of pakette;
- (t) merk van gate deur middel van 'n witselsak voordat geboor word;
- (u) monteer van besems of borsels op reklameborde of staanders;
- (v) oop- of toemaak van bale, dose of pakette;
- (w) opset met die hand van klaargemaakte karton- of veselborddose of soortgelyke houers;
- (x) roer van haar in verfkuipe;
- (y) roer van lym, pik, hars of ander kleefmiddels of verf;
- (z) skoonmaak van installasies of masjinerie, persele, gereedskap, gerei of voertuie;
- (aa) skoonmaak, berei of in bondels opmaak van varkhaar, vesel of haar;
- (ab) skuur met die hand, uitgesonderd soos in die woordskrywing van werknemer graad 1 voorgeskryf;
- (ac) sny van draad na 'n gestelde maat;
- (ad) stoom van stoffers, besems of borsels;
- (ae) swartmaak van borselsteele;
- (af) toedraai, toemaak of andersins bedek van borsels, stoffers of ander vervaardigde artikels of gedeeltes daarvan met sellofaan, plastiek, papier of soortgelyke materiaal met die hand;
- (ag) uitkam, sorteer of uitdors van besemgoed;
- (ah) uitkam van borsels;
- (ai) uitskud of bymeekaarmaak van afvalmateriaal;
- (aj) uitsny van bande vir veerstoffers;
- (ak) vasbind van besems of stoffers in bondels vir versending;
- (al) verpak of in houers plaas van besems, borsels of ander artikels;
- (am) voeg van steele in beslagringe van borsels, uitgesonderd pen-en-ring-teerkwaste;
- (an) was van vere, varkhaar, vesel of haar; (25)
- (54) "Wet" ook die gemene reg. (30)

3. BESOLDIGING

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

(a) *Werknemers, uitgesonderd los werknemers.*—

	In the Magisterial District of Oudtshoorn		In the Magisterial District of East London		In all other areas	
	(a) Per week R	(b) Per week R	(a) Per week R	(b) Per week R	(a) Per week R	(b) Per week R
Artisan.....	122,50	132,00	130,00	144,00	147,50	165,00
Artisan's aide—						
during the first year of experience	47,00	52,00	54,50	60,50	63,00	70,00
thereafter	54,00	60,00	63,00	70,00	73,00	81,00
Assistant foreman	102,50	114,00	114,50	132,00	125,00	145,00
Boiler attendant	41,50	46,00	48,50	53,50	55,00	62,00
Chargehand	41,50	46,00	48,50	53,50	55,00	62,00
Chauffeur	58,00	62,00	62,00	66,50	66,50	72,00

	In the Magisterial District of Oudtshoorn		In the Magisterial District of East London		In all other areas	
	(a) Per week R	(b) Per week R	(a) Per week R	(b) Per week R	(a) Per week R	(b) Per week R
Clerical assistant—						
during the first six months of experience	43,00	48,00	50,50	56,00	57,50	65,00
during the second six months of experience	45,50	51,00	53,50	59,50	61,00	69,00
thereafter	48,50	54,00	56,50	63,00	64,50	73,00
Clerk—						
during the first year of experience	52,00	56,00	56,50	63,00	64,50	73,00
during the second year of experience	66,00	70,50	71,50	79,00	81,50	92,00
during the third year of experience	79,50	85,50	86,00	95,50	98,00	110,50
thereafter	93,50	100,00	101,00	111,50	115,00	129,50
Driver of a—						
(i) light motor vehicle	58,00	62,00	62,00	66,50	66,50	72,00
(ii) medium motor vehicle	69,00	71,00	73,00	77,50	78,50	86,50
(iii) heavy motor vehicle	79,00	83,00	84,00	88,50	92,00	102,50
(vi) extra heavy motor vehicle	58,00	90,00	88,00	97,50	102,00	113,00
Factory clerk—						
during the first six months of experience	43,00	48,00	50,50	56,00	57,50	65,00
during the second six months of experience	45,50	51,00	53,50	59,50	61,00	69,00
thereafter	48,50	54,00	56,50	63,00	64,50	73,00
Foreman	126,50	136,00	134,50	149,00	153,00	173,00
Grade I employee—						
during the first six months of experience	41,50	46,00	48,50	53,50	55,00	62,00
during the second six months of experience	43,50	48,50	50,50	56,00	58,00	65,00
during the third six months of experience	45,00	50,50	53,00	59,00	61,00	68,50
thereafter	47,00	53,00	55,00	61,50	64,00	71,50
Grade II employee—						
during the first six months of experience	39,50	44,00	46,00	51,00	53,00	59,50
thereafter	41,50	46,00	48,50	53,50	55,00	62,00
Grade III employee	39,50	44,00	46,00	51,00	53,00	59,50
Grade IV employee	36,00	40,00	42,00	46,50	48,50	54,00
Handyman	60,00	64,00	63,50	70,00	72,50	81,00
Machine handyman	68,00	72,00	72,00	79,00	81,50	92,00
Mobile hoist operator	41,50	46,00	48,50	53,50	55,00	62,00
Saw sharpener	62,00	66,00	65,50	72,00	74,50	83,00
Security guard	48,50	54,00	56,50	62,50	65,50	73,00
Supervisor	62,00	66,00	65,50	72,00	74,50	83,00
Travelling representative—						
during the first year of experience	88,50	93,50	97,00	107,00	110,50	124,00
during the second year of experience	97,00	102,50	105,00	116,00	120,00	134,00
during the third year of experience	105,50	111,00	113,50	125,50	129,00	144,50
during the fourth year of experience	114,00	120,00	121,50	134,00	138,00	154,50
thereafter	122,50	129,00	130,00	144,00	147,50	165,00
Travelling representative's assistant	58,00	62,00	62,00	66,50	66,50	72,00
Watchman	42,50	47,00	50,00	54,50	55,50	63,50
Employee not specifically mentioned elsewhere in this sub- clause	41,50	46,00	48,50	53,50	55,00	62,00

(a) During the first year after this determination becomes binding.

(b) Thereafter.

	In die landdrosdistrik Ouds- hoorn		In die landdrosdistrik Oos- Londen		In alle ander gebiede	
	(a) Per week R	(b) Per week R	(a) Per week R	(b) Per week R	(a) Per week R	(b) Per week R
Ambagsman	122,50	132,00	130,00	144,00	147,50	165,00
Ambagsmanshulp—						
gedurende die eerste jaar ondervinding	47,00	52,00	54,50	60,50	63,00	70,00
daarna	54,00	60,00	63,00	70,00	73,00	81,00
Assistent-voorman	102,50	114,00	114,50	132,00	125,00	145,00
Bediener van 'n mobiele hystoestel	41,50	46,00	48,50	53,50	55,00	62,00
Chaffeur	58,00	62,00	62,00	66,50	66,50	72,00
Drywer van 'n—						
(i) ligte motorvoertuig	58,00	62,00	62,00	66,50	66,50	72,00
(ii) medium motorvoertuig	69,00	71,00	73,00	77,50	78,50	86,50
(iii) swaar motorvoertuig	79,00	83,00	84,00	88,50	92,00	102,50
(iv) Ekstra swaar motorvoertuig	85,00	90,00	88,00	97,50	102,00	113,00

	In die landdrostrik Oudt- hoorn		In die landdrostrik Oos- Londen		In alle ander gebiede	
	(a) Per week R	(b) Per week R	(a) Per week R	(b) Per week R	(a) Per week R	(b) Per week R
Fabrieksklerk—						
Gedurende die eerste ses maande ondervinding	43,00	48,00	50,50	56,00	57,50	65,00
gedurende die tweede ses maande ondervinding	45,50	51,00	53,50	59,50	61,00	69,00
daarna	48,50	54,00	56,50	63,00	64,50	73,00
Faktotum	60,00	64,00	63,50	70,00	72,50	81,00
Ketelbediener	41,50	46,00	48,50	53,50	55,00	62,00
Klerk—						
gedurende die eerste jaar ondervinding	52,00	56,00	56,50	63,00	64,50	73,00
gedurende die tweede jaar ondervinding	66,00	70,50	71,50	79,00	81,50	92,00
gedurende die derde jaar ondervinding	79,50	85,50	86,00	95,50	98,00	110,50
daarna	93,50	100,00	101,00	111,50	115,00	129,50
Klerklike assistent—						
gedurende die eerste ses maande ondervinding	43,00	48,00	50,50	56,00	57,50	65,00
gedurende die tweede ses maande ondervinding	45,50	51,00	53,50	59,50	61,00	69,00
daarna	48,50	54,00	56,50	63,00	64,50	73,00
Masjienfaktotum	68,00	72,00	72,00	79,00	81,50	92,00
Onderbaas	41,50	46,00	48,50	53,50	55,00	62,00
Reisende verteenwoordiger—						
gedurende die eerste jaar ondervinding	88,50	93,50	97,00	107,00	110,50	124,00
gedurende die tweede jaar ondervinding	97,00	102,50	105,00	116,00	120,00	134,00
gedurende die derde jaar ondervinding	105,50	111,00	113,50	125,50	129,00	144,50
gedurende die vierde jaar ondervinding	114,00	120,00	121,50	134,00	138,00	154,40
daarna	122,50	129,00	130,00	144,00	147,50	165,00
Reisende verteenwoordiger se assistent	58,00	62,00	62,00	66,50	66,50	72,00
Saagskerpmaker	62,00	66,00	65,50	72,00	74,50	83,00
Sekuriteitswag	48,50	54,00	56,50	62,50	65,50	73,00
Toesighouer	62,00	66,00	65,50	72,00	74,50	83,00
Voorman	126,50	136,00	134,50	149,00	153,00	173,00
Wag	42,50	47,00	50,00	54,50	55,50	63,50
Werknemer graad I—						
gedurende die eerste ses maande ondervinding	41,50	46,00	48,50	53,50	55,00	62,00
gedurende die tweede ses maande ondervinding	43,50	48,50	50,50	56,00	58,00	65,00
gedurende die derde ses maande ondervinding	45,00	50,50	53,00	59,00	61,00	68,50
daarna	47,00	53,00	55,00	61,50	64,00	71,50
Werknemer graad II—						
gedurende die eerste ses maande ondervinding	39,50	44,00	46,00	51,00	53,00	59,50
daarna	41,50	46,00	48,50	53,50	55,00	62,00
Werknemer graad III	39,50	44,00	46,00	51,00	53,00	59,50
Werknemer graad IV	36,00	40,00	42,00	46,50	48,50	54,00
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie	41,50	46,00	48,50	53,50	55,00	62,00

(a) Gedurende die eerste jaar nadat hierdie Vastelling in werking tree.

(b) Daarna.

(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 an 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 an 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 sub-clause (1), read with the definition of "wage" in clause 2 and with sub-clause (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.

(b) *Los werknemers.*—Vir elke dag of gedeelte van 'n dag diens, uitgesonderd diens op 'n openbare feesdag, soos omskryf, of op '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 dié wat van die los werknemer vereis word, plus 10 persent: Met dien verstande dat—

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

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

(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 hy 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 so 'n week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

(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 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 vehicle 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 the over-night 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) 23 cents if the engine capacity of the vehicle concerned does not exceed 1 300 cm³;

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

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

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

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

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

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

(b) 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 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.

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

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

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

by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer betaal, 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 wanneer die verskil tussen die klasse ingevolge subklousule (1) op ondervinding berus;

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

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone ure wat normaalweg deur die betrokke werknemer in 'n week gewerk word, en wat nie die gewone werkeure wat vir 'n werknemer van sy klas in klousule 5 voorgeskryf word, oorskry nie.

(b) Die uurloon van 'n los werknemer is sy loon vir daardie dag gedeel deur die getal gewone ure wat hy op daardie dag gewerk het.

(c) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal dae wat hy gewoonlik in 'n 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 werkgewer se motorvoertuig gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgewer 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 verbode aan die stalling van 'n motorvoertuig oornag, geag 'n vervoeruitgawe te wees;

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

(i) waar die enjinkapasiteit van die betrokke voertuig hoogstens 1 300 cm³ is: 23 sent;

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

(iii) waar die enjinkapasiteit van sodanige voertuig meer as 2 500 cm³ is: 35 sent.

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

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

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

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

(b) 'n werknemer, uitgesonderd 'n werknemer genoem in paragraaf (a), wat by die uitvoering van sy pligte vir 'n langer tydperk as ses agtereenvolgende ure van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is, moet sy werkgewer—

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

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

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

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

(b) 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 clauses 3 (7) and 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly, fortnightly or monthly 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 during that period;

(e) the number of overtime hours worked by the employee during 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 that is posted up in some conspicuous place in the establishment, accessible to all employees that it affects;

(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 excluded from the hours of work provisions in terms of 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 or rations.*—Save as provided in the Blacks (Urban Areas) Consolidated 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 aid, insurance, savings, provident or pension fund, or subscriptions to a trade union;

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

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

(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 aan so 'n vereiste te kan voldoen, moet die werkgever, voordat enige sodanige reis deur 'n werknemer genoem in subklousules (5) en (6) onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word: Met dien verstande dat indien die werknemer nie in staat is om te skryf nie, die werkgever sal toesien dat hy hulp kry om sy eis op te stel.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousules 3 (7) en 6 (4) moet enige 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 daarna op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer (of in die geval van 'n skofwerker op 'n tyd waaroor sodanige werknemer en sy werkgever ooreengekom het en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar nie later nie as 24 uur na die gewone betaaldag) of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde koevert of 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 gedurende daardie tydperk gewerk het;

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

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

(g) die werknemer se loon;

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

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

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

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

(i) die besonderhede hierbo voorgeskryf, in kodevorm op die koevert of houer of staat opgeteken kan word en dat sodanige kode volledig uiteengesit en verduidelik moet word in 'n bygaande kennisgewing of 'n kennisgewing wat opgeplak gehou moet word op 'n opvallende plek in die bedryfsinrigting wat toeganklik is vir alle werknemers wat by die saak betrokke is;

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

(iii) die inligting met betrekking tot subparagraph (d), (e) en (f) nie verstrekkend hoeft te word nie aan 'n werknemer wat ingevolge klousule 5 (7) (a) van die werkure bepalings uitgesluit is.

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

(3) *Premies.*—Behoudens die bepalings van enige ander wet mag geen bedrag regstreeks of onregstreeks deur 'n werkgever van of ten behoeve van 'n werknemer aangeneem word vir die diensneming of opleiding van daardie werknemer nie.

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

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

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

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

(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 is by law or order of any competent court required or permitted to make;

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

	Per week	Per month
	R	R
(i) Accommodation.....	1,50	6,50
(ii) Meals and/or rations.....	3,00	13,00
(iii) Accommodation, meals and/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 in the industry or a shortage of raw materials or railway trucks, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;

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

(f) with the written consent of an employee, a deduction of any amount which 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 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 partly from funds advanced for that purpose by the State or a body referred to in paragraph (i);

(g) with the written consent of the employee, a deduction, in one or more instalments, of any amount loaned or advanced to him by the employer: Provided that any such deduction shall not exceed one third of the total remuneration due to the employee on the pay-day concerned: Provided further that no such deduction shall be made in respect of any period during which the employee's wage is reduced in terms of paragraph (e).

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) a shift worker—

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

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

(c) 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;

(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.

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

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

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

	Per week	Per maand
	R	R
(i) Huisvesting.....	1,50	6,50
(ii) Etes en/of rantsoene.....	3,00	13,00
(iii) Huisvesting, etes en/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 aftrekking hoogstens een derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;

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

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

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

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

(ii) enige organisasie of liggaam ten opsigte van die huur van 'n woning of akkommodasie in 'n hostel deur sodanige werknemer geokkupeer as sodanige woning of hostel voorsien is deur bemiddeling van sodanige organisasie of liggaam geheel of gedeeltelik uit fondse voorgeskiet vir daardie doel deur die Staat of 'n liggaam bedoel in paragraaf (i);

(g) met die skriftelike toestemming van 'n werknemer, 'n aftrekking, in een of meer paaiemente, van enige bedrag wat die werkgever aan hom geleen of voorgeskiet het: Met dien verstande dat sodanige aftrekking hoogstens een derde van die totale besoldiging is wat op die betrokke betaaldag aan die werknemer verskuldig is: Met dien verstande voorts dat geen sodanige aftrekking gemaak mag word vir enige tydperk waartydens die werknemer se loon ingevolge paragraaf (e) verminder is nie.

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

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

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

(i) nie meer as vyf dae per week nie, nege en 'n kwart op enige dag;

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

(b) 'n skofwerker—

(i) 46 per week vanaf Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i), agt op enige dag;

(c) 'n sekuriteitswag of 'n wag—

(i) 60 per week van Maandag tot en met Saterdag; en

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

(aa) nie meer as vyf dae per week werk nie, 12 op enige dag;

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

(d) enige ander werknemer—

(i) 46 per week vanaf Maandag tot en met Saterdag; en

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

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

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

(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 is 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 worked an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;

(vi) a driver who during such interval does no work other than being or remaining in charge of the vehicle, shall for the purposes of this subclause be deemed 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 is 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 form part of the employee's ordinary hours of work.

(4) *Hours of work to be consecutive.*—Save as provided in subclauses (2) and (3), all hours of work of an employee on any day shall be consecutive.

(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, 10 hours in any week.

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

(a) 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) any other employee, one and a third times his hourly wage in respect of the total period so worked by him 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 who is in regular receipt of a wage of—

(aa) not less than R1 250 per month in the Magisterial District of Oudtshoorn;

(ab) not less than R1 350 per month in any other area mentioned in clause 1 (1).

(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 chauffeur, a driver or an employee who accompanies such a 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 leave as follows 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;

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

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

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

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

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

(iv) slegs 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 'n 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 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 betrokke is by die skoonmaak van persele 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, so na as doenlik aan die middel van elke eerste en tweede werkydperk van die dag, aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en daar word geag dat so 'n pouse deel van die gewone werkure van so 'n werknemer uitmaak.

(4) *Werkure moet agtereenvolgend wees.*—Behoudens subklousules (2) en (3), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

(5) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie behalwe ingevolge 'n ooreenkoms wat hy met die werknemer aangegaan het en met dien verstande dat sodanige oortyd nie, in die geval van—

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

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

(c) enige ander werknemer, 10 uur in 'n week,

oorskry nie.

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

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

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

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

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

(ii) enige ander klas werknemer wat gereeld 'n loon ontvang van minstens—

(aa) R1 250 per maand in die landdrostdistrik Oudtshoorn;

(ab) R1 350 per maand in enige ander gebied in klousule 1 (1) bedoel.

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

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

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

6. JAARLIKSE VERLOF

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

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

(i) nie meer as vyf dae per week werk nie, 15 agtereenvolgende werkdade;

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

(b) a security guard or a watchman whose ordinary hours of work exceed 48 in a week, a travelling representative or a travelling representative's assistant, who normally works on—

- (i) not more than five days a week, 20 consecutive work days;
- (ii) more than five days in a week, 24 consecutive work days;
- (c) any other employee who normally works on—
- (i) not more than five days in a week, 15 consecutive work days;
- (ii) more than five days in a week, 18 consecutive work days;

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

(aa) an employee referred to in paragraph (a) or (c), an amount of not less than three times; and

(ab) an employee referred to in paragraph (b), an amount of not less than four items,

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 on 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 shall 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 any period—

(i) of 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 15 weeks;

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

(iii) during which the employee is performing 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 12 months 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) 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 months of such period of employment an amount of not less than, in the case of an employee referred to in—

(a) subclause (1) (a) or (c), one fourth; and

(b) 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.

(b) 'n sekuriteitswag of 'n wag wie se gewone werkure 48 in 'n week oorskry, 'n reisende verteenwoordiger of 'n reisende verteenwoordiger se assistent wat gewoonlik op—

(i) nie meer as vyf dae per week werk nie, 20 agtereenvolgende werkdade;

(ii) meer as vyf dae in 'n week werk, 24 agtereenvolgende werkdade;

(c) enige ander werknemer wat gewoonlik op—

(i) nie meer as vyf dae per week werk nie, 15 agtereenvolgende werkdade;

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

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

(aa) 'n werknemer in paragraaf (a) of (c) bedoel, 'n bedrag van minstens drie maal; en

(ab) 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens vier maal,

die weekloon wat die werknemer onmiddellik voor die aanvangsdatum van die verlof ontvang het: Met dien verstande dat by die toepassing van hierdie klousule die weekloon op enige datum van 'n werknemer wat op stukwerk of kommissiewerk in diens is, geag word sy gemiddelde besoldiging vir die voorafgaande 13 weke te wees, of indien 'n korter tydperk gewerk is, vir die getal voltooide weke wat aldus gewerk is.

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

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

(b) die tydperk van verlof nie mag saamval nie met enige tydperk—

(i) wat 'n werknemer afwesig is met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), en wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande behoort;

(ii) waartydens die werknemer onder kennisgewing van diensbeëindiging ingevolge klousule 12 is;

(iii) wat 'n werknemer vir militêre diens afwesig is;

(c) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is gedurende die tydperk van 12 maande 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 so 'n versoek rig binne vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en

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

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

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

(5) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van so 'n 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 dienstermyn 'n bedrag betaal word van minstens, in die geval van, 'n werknemer in—

(a) subklousule (1) (a) en (c) bedoel, een kwart, en

(b) subklousule (1) (b) bedoel, een derde

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is, 'n eweredige bedrag kan aftrek: Met dien verstande voorts dat, behoudens klousule 12 (4), 'n werknemer op geen besoldiging uit hoofde van hierdie klousule geregtig is nie—

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

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

(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 15 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);

(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 of employment, more than four months of such absence as 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 applied but who has not yet 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 or suspend an activity for 21 consecutive days, and in that case he 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 falls on a day which would otherwise have been a work day for an employee and falls within the closed or suspension period referred to in paragraph (a), another work day shall be added to the said closed or suspension 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 on which an establishment or activity in which he is employed is closed or suspended, 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 or suspension of the activity.

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) any other employee, not less than 36 work days'

sick leave 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 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works on not more than five days 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 the first such cycle 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 the employee's wage at the commencement of the incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken;

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

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

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

(b) enige tydperk van altesaam hoogstens 15 weke in enige verlof-tydkring wat 'n werknemer afwesig is—

(i) met verlof ingevolge hierdie klousule;

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

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

(c) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie daarop geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid 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 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 tydperk van verlof 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 of op 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, of 'n aktiwiteit vir 21 agtereenvolgende dae staak 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 feesdag, soos omskryf, op 'n dag val wat andersins vir die werknemer 'n werkdag sou gewees het en wat binne die geslote tydperk bedoel in paragraaf (a) val, moet nog 'n werkdag by die genoemde geslote of stakings tydperk gevoeg word as 'n verdere verloftyd 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 datum waarop 'n bedryfsinrigting of 'n aktiwiteit waarin hy werksaam is, sluit of gestaak word, nie geregtig is nie op die volle tydperk van die jaarlikse verlof voorgeskryf by subklousule (1), moet, ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in subklousule (5) vermeld, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting of aktiwiteit aldus sluit of gestaak word.

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 normaalweg op nie meer as vyf dae per week werk nie, minstens 30 werkdade, en

(b) enige ander werknemer, minstens 36 werkdade,

gedurende elke tydkring van 36 agtereenvolgende maande diens by hom, en moet hy die 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 agtereenvolgende maande diens nie op meer siekteverlof met volle besoldiging geregtig is nie as, in die geval van 'n werknemer wat nie meer as vyf dae per week werk nie, een werkdag ten opsigte van elke voltooiide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooiide maand diens;

(ii) wanneer 'n werknemer gedurende die eerste sodanige dienstydkring by dieselfde werkgewer weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, hy geregtig is op besoldiging vir slegs dié siekteverlof wat hom dan toekom, maar sy werkgewer 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 uitbetaal teen die loon waarop die werknemer by die aanvang van die ongeskiktheid geregtig was, vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie;

(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) the wage payable to an employee who is employed on piece-work or commission work in respect of any period of absence on sick leave in terms of this clause shall be calculated on the basis of not less than his 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 that have been 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 two consecutive work days; 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 36 months, to not more than 30 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) or owing to incapacity in the circumstances set out in subclause (4);

(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 period of 12 months' employment, more than four months of such absence;

(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 his full wage.

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 at least equal to the amount which he would have had to pay to him in terms of paragraph (a) had the employee not worked on that day, plus—

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

(iii) wanneer 'n werkgewer ingevolge enige wet gelde vir mediese- of hospitaalbehandeling 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) die loon wat aan 'n werknemer wat op stukwerk of kommissiewerk in diens is, vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule betaal moet word, bereken moet word op die grondslag van minstens sy gemiddelde besoldiging vir die 13 weke wat die aanvang van sy siekteverlof voorafgaan of indien 'n korter tydperk gewerk is, vir die aantal voltooide weke wat gewerk is.

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

(a) vir langer as twee agtereenvolgende werkdade, of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of 'n openbare feesdag, soos omskryf,

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

(3) By die toepassing van hierdie klousule—

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

(i) enige tydperk van altesaam hoogstens 30 weke in enige tydkring van 36 maande wat 'n werknemer afwesig is—

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgewer;

(ac) met siekteverlof ingevolge subklousule (1) of weens ongeskiktheid weens omstandighede uiteengesit in subklousule (4);

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

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

(b) beteken "ongeskiktheid", onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeval of vergoedingspligtige siekte soos omskryf in artikel 2 van die Ongevallewet, 1941 (Wet 30 van 1941) as ongeskiktheid beskou word slegs gedurende enige tydperk ten opsigte waarvan geen betaling vir arbeidsongeskiktheid ingevolge daardie wet betaalbaar is nie.

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

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

(b) ten opsigte van 'n tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan daarby 'n ander wet van die werkgewer vereis word om die werknemer sy volle loon te betaal.

8. OPENBARE FEESDAE EN SONDAE

(1) *Vergoeding vir werk op 'n openbare feesdag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, nie op 'n openbare feesdag, soos omskryf, werk nie en sodanige dag op 'n dag val wat vir hom andersins 'n gewone werkdag is, moet sy werkgewer hom ten opsigte van daardie dag 'n bedrag betaal wat nie minder is nie as die loon aan hom betaalbaar 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 feesdag, soos omskryf, werk en sodanige dag op 'n dag val wat vir hom andersins 'n gewone werkdag is, moet sy werkgewer hom ten opsigte van daardie dag 'n bedrag betaal minstens gelyk aan die bedrag wat hy ingevolge paragraaf (a) aan die werknemer sou moes betaal het as die werknemer nie op daardie dag gewerk het nie, plus—

(i) 'n bedrag bereken teen minstens sy loonskaal ten opsigte van die volle tyd 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 op daardie dag van die week werk, watter bedrag ook al die grootste is; of

(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 days 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 shall 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 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 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 weekday; 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 weekday, 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 the whole time 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 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 that he worked shall for the purpose of calculating his compensation be deemed to be on the day on which the major portion of such period falls.

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

(6) *Savings.*—Subclauses (1) (b) to (d), (2), (4) and (5) 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 to the employee 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

(ii) 'n bedrag bereken teen 'n skaal van minstens een derde van sy loonskaal ten opsigte van die volle tyd wat hy op daardie dag werk en aan hom, binne sewe dae na daardie dag, een dag verlof toestaan en ten opsigte van sodanige verlof 'n bedrag aan hom betaal wat nie minder is nie as die loon aan hom betaalbaar 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 feesdag soos omskryf werk en sodanige dag op 'n dag val wat nie vir hom andersins 'n gewone werkdag is nie, moet die werkgever hom ten opsigte van daardie dag 'n bedrag betaal wat nie minder is nie as die loon aan hom betaalbaar 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 volle tyd wat hy op daardie dag werk of 'n bedrag gelyk aan minstens die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk, watter bedrag ook al die grootste is; of

(ii) 'n bedrag bereken teen 'n skaal van minstens een derde van sy loon ten opsigte van die volle tyd wat hy op daardie dag werk, en aan hom, binne sewe dae na daardie dag, een dag verlof toestaan en ten opsigte van sodanige verlof 'n bedrag aan hom betaal wat nie minder is nie as die loon aan hom betaalbaar 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 feesdag, soos omskryf, werk en dié dag op 'n Sondag val, moet hy vir sodanige werk vergoed 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 hoogstens vier uur gewerk het, 'n bedrag betaal wat nie minder is nie as die loon betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n weekdag werk; of

(b) indien hy langer as vier uur gewerk het, 'n bedrag betaal wat nie minder is nie as 'n bedrag teen 'n skaal van dubbel sy loon ten opsigte van die volle tyd wat hy op daardie Sondag werk, of 'n bedrag gelyk aan minstens dubbel die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n weekdag werk, watter bedrag ook al die grootste is; of

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

(3) *Vergoeding aan 'n los werknemer vir werk op 'n openbare feesdag of 'n Sondag.*—Wanneer 'n los werknemer op 'n openbare feesdag, soos omskryf, of 'n Sondag werk, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag betaal, bereken teen 'n koers van minstens dubbel sy uurloon vir die volle tyd wat hy op daardie dag gewerk het: Met dien verstande dat vir die doeleindes van hierdie subklousule 'n los werknemer in 'n bedryfsinrigting waarin die werknemers gewoonlik—

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

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

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

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

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

word daar by die berekening van sy vergoeding geag dat die hele tydperk wat hy gerwerk het, op die dag val waarop die grootste gedeelte van die tydperk val.

(5) Beloning wat ingevolge hierdie klousule aan 'n werknemer, uitgesonderd 'n los werknemer, betaalbaar is, moet aan hom uitbetaal word nie later nie as die eersvolgende betaaldag na die dag ten opsigte waarvan die beloning betaalbaar is. 'n Los werknemer moet uitbetaal word soos in klousule 4 (2) bepaal.

(6) *Voorbehoudsbepaling.*—Subklousules (1) (b) tot (d), (2), (4) en (5) is nie van toepassing nie op 'n werknemer in klousule 5 (7) (a) vermeld.

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 vooraf aan sy werknemer kennis gegee het, enige stukwerkstelsel invoer, en sodanige werkgever moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die

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 piece-work system that is 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 that prescribed in clause 3 (1) 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 workday of the month succeeding the month during which employment was terminated.

(b) 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 stipulated therein.

(c) Save as provided in clause 4 (6), an employer shall pay his employee remuneration at not less than the rate agreed upon between them: Provided that, irrespective of the commission earned by the employee, his remuneration in respect of any period shall be not less than the wage referred to in paragraph (b).

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

(e) An employer or an employee who intends to cancel or to negotiate for an alteration to 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. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of 15 years or require or permit any pregnant employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any cap, uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is required to provide for his employee, and any such cap, uniform, overall, gumboots or other protective clothing shall remain the property of the employee: 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 R1 for each week in respect of which such employee is required to wear the protective clothing.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee, who desires to terminate the contract of employment shall give—

(a) during the first four weeks of employment, not less than one workday's

tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgewer, ongeag die hoeveelheid werk wat verrig is, sodanige werknemer moet betaal, in die geval van—

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

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

(b) 'n Werkgewer moet 'n lys van die tariewe in paragraaf (a) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou of hy kan in plaas daarvan elke werknemer voorsien van 'n brief wat deur of namens hom onderteken is, waarin genoemde tariewe uiteengesit is.

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

(d) Ondanks andersluidende bepalinge in hierdie klousule, is 'n werkgewer nie verplig 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 werkgewer kommissiewerk onderneem, moet, voordat sodanige werk begin deur sy werkgewer voorsien word van 'n juiste kopie van die ooreenkoms of 'n verklaring wat die bepalinge van die ooreenkoms bevat en wat moet insluit—

(i) die loon aan die werknemer betaalbaar, wat nie laer mag wees nie as dié wat by klousule 3 (1) vir 'n werknemer van sy klas en ondervinding voorgeskryf word, asook 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 waarop die kommissie wat deur die werknemer verdien is, voor die beëindiging van die dienskontrak betaal moet word: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is.

(b) 'n Werkgewer mag nie 'n werknemer toelaat of van hom vereis om werk slegs op 'n kommissiebasis te onderneem nie. 'n Bedrag wat as kommissie aan 'n werknemer betaalbaar is volgens 'n ooreenkoms aangegeen ingevolge paragraaf (a) is afgesien van en bykomend by die loon daarin vermeld.

(c) Behoudens klousule 4 (6), moet 'n werkgewer sy werknemer minstens die besoldiging betaal waaroor hulle ooreengekom het met dien verstande dat afgesien van die kommissie wat die werknemer verdien het, sy besoldiging vir enige tydperk minstens die loon waarna in paragraaf (b) verwys word, sal wees.

(d) Die besoldiging van die werknemer moet betaal word op die dag genoem in die ooreenkoms aangegeen ingevolge paragraaf (a) en klousule 4 (1) is nie op sodanige betaling van toepassing nie.

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

10. VERBOD OP INDIENSNEEMING

'n Werkgewer mag nie 'n persoon onder die leeftyd van 15 jaar in diens neem nie; of van 'n swanger werknemer vereis of haar toelaat om te werk gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die bevallingsdatum eindig nie.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet enige pet, uniform, oorpak, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en enige sodanige pet, uniform, oorpak, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige pet, uniform, oorpak of beskermende klere te was en/of te stryk, in welke geval die werkgewer sodanige werknemer 'n toelae moet betaal van minstens R1 per week vir elke week ten opsigte waarvan daar van sodanige werknemer vereis word om die beskermende klere te dra.

12. BEÏNDIGING VAN DIENSKONTRAK

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

(a) gedurende die eerste vier weke diens, minstens een werkdag, en

(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 workday's notice, the daily wage; and

(ii) one week's notice, the weekly wage that the employee is receiving at the time of such termination;

Provided that this shall not affect—

(aa) the right of the employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;

(ab) any written agreement between the 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 forfeiture or penalty which by law may be applicable in respect of an employee who deserts;

Provided further that where the wage of the 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 workday: Provided that—

(a) a period of notice shall not run concurrently with, and notice shall not be given during, an employee's absence on leave granted in terms of clause 6 or on sick leave granted in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) where such absences amount in the aggregate to not more than 15 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 so 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 the employer has so appropriated an amount in lieu of notice, the employee shall, for the purposes of clause 6 (5), be deemed to have paid the employer in lieu of notice.

13. CERTIFICATE OF SERVICE

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

CERTIFICATE OF SERVICE

I
carrying on trade in the Brush and Broom Manufacturing Industry at
hereby certify that Identity Number
..... was employed by me from the
..... day 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, Grade I employee.

(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, en

(ii) een week kennisgewing, minstens die weekloon, wat die werknemer ten tyde van sodanige beëindiging ontvang: Met dien verstande dat—

(aa) die reg van die werkgewer of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;

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

(ac) die werking van 'n verbeuring of boete wat regtens van toepassing is op 'n werknemer wat dros;

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

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

(3) Die kennisgewing by subklousule (1) voorgeskryf, moet op 'n 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 of siekteverlof ooreenkomstig klousule 7 of afwesigheid weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), waar sodanige afwesighede altesaam hoogstens 15 weke in enige 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 vir militêre diens, behalwe waar die werknemer anders versoek en die werkgewer skriftelik daartoe instem.

(4) Ondanks andersluidende bepalings in hierdie vasstelling kan 'n werkgewer, in die geval van 'n werknemer wat 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 die 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 sy werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgewer by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik onderstaande vorm het en 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 loon van die werknemer op die datum van sodanige beëindiging vermeld word.

DIENSSERTIFIKAAT

Ek
wat die Borsel- en Besemnywerheid beoefen te
verklaar hierby dat
Identiteitsnommer
in my diens was vanaf 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, by. klerk, werknemer graad I.

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 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, in which he shall record in ink or indelible pencil the name and class of each of his employees, and if any such employee is unable to write his employer shall on his behalf for each day worked and on that day make the necessary entries in respect of items (1) to (vi), inclusive, of subclause (3) (a), and sign such entries:

14. LOGBOEK

(1) 'n Werkgewer moet sy drywer voorsien van 'n logboek wat so na as moontlik die volgende vorm het:

DAAGLIKSE LOG

Naam van werkgewer
 Naam van drywer
 Datum
 Tyd waarop werk begin word
 Tyd waarop werk beëindig word
 Aantal ure gewerk
 Etenspouse van tot
 Besonderhede van 'n ongeluk of vertraging
 Naam(Name) van werknemer(s) wat drywer vergesel

Handtekening van drywer

Datum

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

(3) Die werkgewer moet die kopie van die daaglikse log wat kragtens subklousule (2) aan hom gelever is, vir 'n tydperk van minstens drie jaar na sodanige lewering bewaar.

15. PRESENSIEREGISTER

(1) 'n Werkgewer moet in sy bedryfsinrigting 'n presensieregister wat wesenlik die onderstaande vorm het, voorsien, waarin hy in ink of inkpottlood die naam en klas van elk van sy werknemers moet aanteken, en indien sodanige werknemer nie in staat is om te skryf nie, moet sy werkgewer namens hom vir elke dag gewerk en op daardie dag die vereiste inskrywings ten opsigte van punte (i) tot en met (vi) van subklousule (3) (a) maak, en sodanige inskrywings onderteken.

ATTENDANCE REGISTER

(Name of employee)

(Class of employee)

		Entries to be made by employee										Remarks (if any)					
Year.....	Month.....	Time of commencing work	Intervals off work						Time of finishing work	Overtime worked		Total number of hours		Signature	By employee	By employer, if employee was absent. Reasons for his absence (to be signed by employer)	By inspector
Date	Day of week		Off	On	Off	On	Off	On		On	Off	Each day	Each week				
1																	
2																	
3																	
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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.

PRESENSIEREGISTER

(Naam van werknemer)										(Klas van werknemer)									
Inskrywings moet deur werknemer gemaak word										Opmerkings (as daar is)									
Jaar	Maand	Tyd waarop werk begin word	Pouses van diens af						Tyd waarop werk beëindig word	Oortyd gewerk		Totale getal ure gewerk		Handtekening	Deur werknemer	Deur werkgever as werknemer afwesig is; rede daarvoor (moet deur werkgever onderteken word)	Deur inspekteur		
Datum	Dag van week		Af	Aan	Af	Aan	Af	Aan		Aan	Af	Elke dag	Elke week						
1																			
2																			
3																			
4																			
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Nota.—Onder opskrif "Aan" en "Af" in kolom "Pouses van diens af", 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 dit die werknemer nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.

(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 and number of the employee and the date of termination of the week in respect of which it is to be used:

No. Name and 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, each employee shall in respect of each day worked by him and on that day—

(a) record in ink or indelible pencil in the 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 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); and

(b) a driver and any employee who accompanies him.

(Note.—In terms of section 18 of the Wage Act, the Wage Determination in the above Schedule supersedes Wage Determination 390, published under Government Notice R. 894 of 2 May 1980, as amended by Government Notices R. 636 of 27 March 1981 and R. 238 of 4 February 1983.)

(2) 'n Werkgever kan in plaas van 'n presensieregister, 'n halfoutomatiese tydregistreerder met die nodige kaarte wat sover doenlik onderstaande vorm moet hê, beskikbaar stel en elkeen van sy werknemers van so 'n kaart met die naam en nommer van die werknemer asook die datum van diensbeëindig van die week waarvoor die kaart gebruik moet word, voorsien:

No. Naam en klas van werknemer
Week geëindig 19

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

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

(a) in ink of inktlood in sodanige bywoningsregister bedoel in subklousule (1) 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 word nie, begin en geëindig het;

(iv) die tyd waarop werk vir die dag beëindig is;

(v) die tyd waarop oortyd gewerk vir die dag begin en beëindig is;

(vi) die totale aantal ure gewerk vir die dag; en

(vii) sy handtekening;

(b) in 'n bedryfsinrigting waar 'n halfoutomatiese tydregistreerder voorsien word, 'n inskrywing maak deur middel van die registreerder op 'n kaart wat ingevolge subklousule (2) voorsien is en wat die volgende moet toon:

(i) Die tyd waarop hy begin werk het;

(ii) die tyd waarop alle etens- of ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het; en

(iii) die tyd waarop werk vir die dag beëindig is.

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

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

(a) 'n werknemer wat uit hoofde van klousule 5 (7) (a) van die werkbepalings uitgesluit word, en

(b) 'n drywer en 'n werknemer wat sodanige drywer vergesel.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 390, gepubliseer by Goewermentskennisgewing R. 894 van 2 Mei 1980, soos gewysig by Goewermentskennisgewings R. 636 van 27 Maart 1981 en R. 238 van 4 Februarie 1983.)

Drinking and driving is a criminal offence
Drink en bestuur is 'n kriminele oortreding

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