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VAN  
SUID-AFRIKA



REPUBLIC  
OF  
SOUTH AFRICA

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## GOEWERMENSKENNISGEWING

### DEPARTEMENT VAN MANNEKRAG

No. R. 2615

27 November 1987

LOONWET, 1957

#### LOONVASSTELLING 451.—GLAS- EN GLASWARE- NYWERHEID, REPUBLIEK VAN SUID-AFRIKA

In opdrag van die Minister van Mannekrag, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Glas- en Glaswarenywerheid, Republiek van Suid-Afrika, gemaak en die derde Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalinge van genoemde Loonvasstelling bindend word.

#### BYLAE

##### 1. GEBIED EN OMVANG VAN VASSTELLING

(1) Hierdie vasstelling is van toepassing op elke werkgever, uitgesonderd 'n klein werkgever soos in subklousule (3) omskryf, nadat hy altesaam 12 maande lank by die Glas- en Glaswarenywerheid soos in subklousule (2) omskryf, betrokke was, en op al sy werknemers, uitgesonderd bestuurders soos in subklousule (4) omskryf, in die Republiek van Suid-Afrika.

(2) "Glas- en Glaswarenywerheid" of "Nywerheid" beteken die nywerheid waarin werkgevers en werknemers met mekaar geassosieer is in bedryfsinrigtings met die doel om een of meer van die volgende werksaamhede te verrig:

- Die vervaardiging of smelt van glas;
- die maak van artikels van glas deur werkgevers en werknemers wat werksaam is in enige van die aktiwiteite in (a) vermeld;
- die versier van glas of glasware, met inbegrip van buig of kleur;
- die vervaardiging van veiligheidsglas, gelamelleerde glas of enige ander saamgestelde materiaal waarvan glas die hoofbestanddeel uitmaak;
- die sny, versilwering of afskuinsing van glas in standaardvorme vir speëls, motorvoertuie, vensters, prentframe, tafelblaaie of ander dergelike doeleindes;
- die vervaardiging van mineraalwol, met inbegrip van veselglas, slakwol en rotswol en die vervaardiging van produkte van aaneenlopende veselglasfilament;
- die maak van isoleermateriale waarvan veselglas, slakwol of rotswol die hoofbestanddeel uitmaak, deur werkgevers en werknemers wat werksaam is in enige aktiwiteit in (f) vermeld;
- die vervaardiging van glasmosaïekteëls;

## GOVERNMENT NOTICE

### DEPARTMENT OF MANPOWER

No. R. 2615

27 November 1987

WAGE ACT, 1957

#### WAGE DETERMINATION 451.—GLASS AND GLASSWARE INDUSTRY, REPUBLIC OF SOUTH AFRICA

By direction of the Minister of Manpower it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Glass and Glassware Industry, Republic of South Africa, and has fixed the third Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

#### SCHEDULE

##### 1. AREA AND SCOPE OF DETERMINATION

(1) This determination shall apply to every employer, other than a small employer as defined in subclause (3), after he has been engaged for 12 months in the aggregate in the Glass and Glassware Industry as defined in subclause (2), and to all his employees, other than managers as defined in subclause (4), in the Republic of South Africa.

(2) "Glass and Glassware Industry" or "Industry" means the industry in which employers and employees are associated in establishment for the purpose of carrying on any one or more of the following activities:

- The manufacture or smelting of glass;
- the production of articles from glass by employers and employees engaged in any of the activities referred to in (a);
- decorating glass or glassware, including bending or colouring;
- the manufacture of safety glass, laminated glass or any other composite material of which glass forms the major component;
- the cutting, silvering or bevelling of glass in standard forms for mirrors, motor vehicles, windows, picture frames, table tops or other like purposes;
- the manufacture of mineral wools, including fibreglass, slagwool and rockwool, and the manufacture of fibreglass continuous filament products;
- the production of insulating materials of which fibreglass, slagwool or rockwool forms the major component, by employers and employees engaged in any of the activities referred to in (f);
- the manufacture of glass mosaic tiles;

en dit omvat alle werksaamhede wat met enige van voornoemde aktiwiteite in verband staan of daaruit voortspruit; maar dit omvat nie die produksie van glasartikels wat op bestelling gemaak word op 'n ander wyse as deur kragmasjiene te gebruik nie.

(3) "Klein werkgever" beteken 'n werkgever—

(a) wat op die datum van publikasie van hierdie vasstelling—

(i) slegs in die Nywerheid betrokke was en wat minder as vyf werknemers in of in verband met sy besigheid in diens gehad het, vir solank as wat hy voortgaan om te alle tye minder as vyf werknemers in diens te hê; of

(ii) nie slegs in die Nywerheid betrokke was nie en wat minder as 10 werknemers altesaam in of in verband met sy besigheid of besighede in diens gehad het, vir solank as wat hy voortgaan om te alle tye minder as 10 werknemers in diens te hê; of

(b) wat na die datum van publikasie van hierdie vasstelling die Nywerheid betree het—

(i) en wat slegs in die Nywerheid betrokke is en wat te alle tye minder as vyf werknemers in of in verband met sy besigheid in diens het; of

(ii) en wat nie slegs in die Nywerheid betrokke is nie en wat te alle tye minder as 10 werknemers altesaam in of in verband met sy besigheid of besighede in diens het.

(4) "Bestuurder" beteken 'n werknemer wat deur sy werkgever belas is met algehele toesig oor, verantwoordelikheid vir en bestuur van die werksaamhede van 'n bedryfsinrigting of gedeelte daarvan en die werknemers wat daarin werk, maar sluit nie 'n werknemer in dieselfde bedryfsinrigting in wat 'n bestuurder aflos of tydens sy afwesigheid namens hom optree nie.

## 2. WOORDOMSKRYWING

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 vir die doeleindes van hierdie vasstelling word 'n werknemer geag in die klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is; voorts, tensy onbestaanbaar met die sinsverband, beteken—

(A) *In alle seksies van die Nywerheid:*

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

(a) Ruitglas met 'n gasbrander warmmaak;

(b) sement, lym, pigment, emalje, of was op houers, glasware en isolators, net of papier aanbring;

(c) ontwerpe met die hand op glasware oordra;

(d) gesweiste maaskratte aanmeekaarsit;

(e) 'n ambagsman, 'n faktotum of 'n masjiensfaktotum behulpzaam wees deur artikels of gereedskap vas te hou of andersins met hom saam te werk, maar nie gereedskap selfstandig gebruik nie;

(f) 'n oondwerker of masjienversorger help;

(g) op afleweringvoertuie help, maar nie bestuur of herstelwerk doen nie;

(h) afvalkarton baal;

(i) artikels of goedere dra, verplaas of opstapel;

(j) die getal artikels wat in 'n houer verpak is, nagaan;

(k) persele of voertuie of masjinerie, werktuie, gereedskap, gerei of ander artikels of produkte, uitgesonderd glas gedurende bewerking in die Veiligheidsglasseksie, skoonmaak;

(l) boodskappe, briewe of goedere te voet of per fiets, driewieler, bromponie of met 'n motorfiets met 'n enjinkapasiteit van hoogstens 100 cm<sup>3</sup> aflewer; kontant vir kba-verkope ontvang of skriftelike bestellings aanneem;

(m) verkeer deur middel van vlagseine beheer;

(n) rantsoene of maaltye kook of dit aan werknemers bedien;

(o) bome of plantegroei afkap, vernietig of verwyder;

(p) papier met 'n nie-kragaangedrewe guillotine sny;

(q) geboue of ander bouwerke sloop;

(r) goedere in masjiene of oonde voer, laai of skep, of dit daarvan afneem; tensk vul of daaruit aftap;

(s) sakke, bottels of ander houers vul;

(t) tuinwerk verrig;

(u) kartonhouers of pakpapier vaslym;

and includes all activities incidental to or consequent on any of the aforesaid activities, but does not include the production of custom-made glass articles other than by the use of power-driven machines.

(3) "Small employer" means an employer—

(a) who on the date of publication of this determination—

(i) was engaged in the Industry only, and who was employing less than five employees in or in connection with his business, for so long as he continues thus to employ less than five employees at all times; or

(ii) was not engaged in the Industry only, and who was employing less than 10 employees altogether in or in connection with his business or businesses, for so long as he continues thus to employ less than 10 employees altogether at all times; or

(b) who enters the Industry after the date of publication of this determination and who—

(i) is engaged in this Industry only and at all times employs less than five employees in or in connection with his business; or

(ii) is not engaged in the Industry only and at all times employs less than 10 employees altogether in or in connection with his business or businesses.

(4) "Manager" means an employee who is charged by his employer with the overall supervision over, responsibility for an direction of the activities of an establishment or part of an establishment and the employees engaged therein, but does not include an employee in the same establishment who relieves or acts for a manager during the latter's absence.

## 2. DEFINITIONS

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

(A) *In all sections of the Industry:*

(1) "artisan" means an employee who has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who holds a certificate issued or deemed to have been issued to him by the Registrar of Manpower Training and conferring artisan status on him in terms of that act, and any other employee engaged in work normally performed by an artisan except where specifically otherwise provided in this determination; (2)

(2) "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 him during his absence; (3)

(3) "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; (21)

(4) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (29)

(5) "chargehand" means an employee who is in charge of a group of general workers or of a group of grade I employees in the Container and Mosaic Tile Section; (42)

(6) "chauffeur" means an employee, other than a driver, a factory truck driver or a travelling representative's assistant, who is engaged in driving a motor vehicle which is intended for the conveyance of his employer, clients or visitors and which may be used for the conveyance of documents or parcels; (7)

(7) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a despatch clerk, storeman, telephone switchboard operator or any office machine operator but does not include a factory clerk or any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form part of such employee's duties; (22)

(8) "commission work" means any system under which an employee's remuneration is calculated on the value of or number of orders submitted by him to and accepted by his employer; (23)

(9) "continuous activity" means an activity declared as such under section 33 (1) (a) of the Basic Conditions of Employment Act, 1983 (Act 3 of 1983); (9)

- (v) tussenlae papier, houtmeel of soortgelyke skeidingsmateriaal tussen glas of glasware plaas;
  - (w) telwerk verrig;
  - (x) kampongs, latrines, buitegeboue of dergelike geboue of bouwerke afwit;
  - (y) laai of aflaai;
  - (z) isolasie-, vuurvaste of boumateriaal met die hand losmaak, breek of uithaal;
  - (aa) klip, grond, klei of sand losmaak, uithaal, breek of uitsprei of slote of fondamente grawe of ander uitgrawings maak, uitgesonderd met 'n masjien;
  - (ab) vure maak of in stand hou, afval of as verwyder of klinkers sorteer;
  - (ac) verversings, tee of soortgelyke drank maak of dit bedien aan werknemers, sy werkgever of aan gaste van sy werkgever;
  - (ad) kiste, sakke of ander houers of pakkette merk, sjabloneer of etiketter;
  - (ae) op 'n gestelde skaal massameet of met 'n gestelde maat meet;
  - (af) glasmengsels met skopgrawe meng;
  - (ag) mortel, beton, klip of bitumen meng, of beton of bitumen met 'n skopgraaf, hark, vork of kruit uitsprei;
  - (ah) hars meng;
  - (ai) kratte toespyker of kiste uit voorafbewerkte hout aan mekaar spyker;
  - (aj) masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;
  - (ak) kiste, bale, sakke, pakkette of ander houers oop- of toemaak;
  - (al) 'n versiermasjien bedien, uitgesonderd in die houerseksie;
  - (am) 'n goederehyser of handhystoestel bedien;
  - (an) 'n meganiese hamer bedien wat vir die toets van glas gebruik word;
  - (ao) 'n kantoorafrolmasjien bedien;
  - (ap) 'n nie-kragaangedrewe handkrammasjien bedien;
  - (aq) 'n vloerpoleermasjien, stofsuier of grassnyer bedien;
  - (ar) 'n syskermwerkmasjien bedien, uitgesonderd in die Veiligheids-glasseksie;
  - (as) 'n trilsif bedien;
  - (at) artikels van dieselfde grootte en getal in houers verpak wat spesiaal ontwerp is om die artikels te bevat;
  - (au) vreemde voorwerpe van gebreekte glas verwyder;
  - (av) voertuie stoot of trek, maar nie met 'n kragaangedrewe toestel nie;
  - (aw) kanton- of veselbordhouers monteer of aanmeekaarsit of toemaak;
  - (ax) sakke sorteer, uitskud of heelmaak;
  - (ay) houers spuitverf of met die hand verf;
  - (az) vasbind met 'n masjien;
  - (ba) tremming van stortregters;
  - (bb) glas, glasprodukte of veselglas toedraai;
- en daarbenewens—
- (i) in die Houer- en Mosaïekteëlsseksie die pligte in subklousule (72) genoem;
  - (ii) in die Mineraleseksie, die pligte in subklousule (118) genoem;
  - (iii) in die Plaatglas- en Isolatoreseksie, die pligte in subklousule (99) genoem; (24)
- (2) "ambagsman" 'n werknemer wat 'n kontrak van vakleerlingskap voltooi het of geag word te voltooi het in 'n ambag wat aangewys is of geag word aangewys te wees ingevolge die Wet op Mannekragopleiding, 1981, of wat die houer is van 'n sertifikaat aan hom uitgereik of geag word uitgereik te wees deur die Registrateur van Mannekragopleiding wat ambagsmanstatus aan hom verleen ingevolge daardie wet, en alle ander werknemers wat werk doen wat gewoonlik deur 'n ambagsman verrig word, behalwe waar spesifiek anders in hierdie vasstelling bepaal word; (1)
- (3) "assistent-voorman" 'n werknemer wat, onder die algemene toesig van 'n voorman, enige van die werksaamhede of pligte van 'n voorman verrig en wat gedurende sy afwesigheid namens hom kan waarneem; (2)

(10) "cratemaker" means an employee who is engaged in making or repairing wooden crates or pallets, other than the nailing together of ready-prepared wood into boxes; (25)

(11) "day" means the period of 24 hours from midnight to midnight: Provided that in the case of a shift worker, a security guard, a watchman or an employee employed in a continuous activity, it shall mean a period of 24 hours reckoned from the time such an employee commences work; (8)

(12) "despatch clerk" (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; (61)

(13) "dolly" means a trailer on which a semi-trailer rests and which converts the latter into a trailer; (10)

(14) "driver" means an employee, other than a chauffeur, factory truck driver or a travelling representative's assistant, who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving, any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (11)

(15) "emergency work" means—

- (a) any work 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) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours;
- (c) any work in connection with the loading or unloading of—
  - (i) ships;
  - (ii) trucks or vehicles of the South African Transport Services;
  - (iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Transport Services;

(d) any work in connection with machine setting or the changing of moulds or machinery or the repairing or re-building of furnaces;

(e) any work which a shift worker or an employee employed in a continuous activity is required to perform in substitution for any other shift worker or employee employed in a continuous activity, as the case may be, who fails to report for duty;

(f) any work in connection with the production, packing, loading or despatch of glass containers to meet a seasonal demand by a factory (engaged in the canning or preserving of foodstuffs) in order to prevent the loss of perishable raw materials or a factory engaged in bottling new wine produced in such factory; (41)

(16) "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 travelling representative, the total period or periods of employment which an employee has had as a travelling representative in any trade;
- (c) any other class of employee, the total period or periods of employment which an employee has had in his class in the Industry; (43)

(17) "extra heavy motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 16 000 kg but not 25 000 kg; (14)

(18) "extra heavy motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 16 000 kg but not 25 000 kg; (15)

(19) "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 according to invoices or order forms under the supervision of a despatch clerk;
- (b) calling out details of time tickets to a time-register keeper;
- (c) checking or writing up attendance records or recording particulars of employees at work or absent or the time spent by employees on other tasks;
- (d) checking the number of bags, bales, bottles, containers, components, glass sheets, glass squares or packages for use, storage or despatch;
- (e) collecting, compiling or issuing daily work papers;
- (f) copying factory documents by hand;
- (g) interpreting or translating languages spoken by Blacks;



(4) "bediener van 'n mobiele hystoelstel" 'n werknemer wat 'n krag-aangedrewe mobiele hystoelstel bedien wat by die laai, aflaai, versif of opstapel van goedere gebruik word en omvat dit ook die bediener van 'n hyskraan en die drywer van 'n nywerheidstrekker wat binne 'n bedryfs-inrigting gebruik word; (39)

(5) "bruto kombinasie-massa" met betrekking tot 'n motorvoertuig (gelede) die maksimum massa van enige kombinasie van voertuie, met inbegrip van die trekvoertuig, en vrag soos deur die vervaardiger daarvan gespesifiseer of, by gebreke aan sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (25)

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

(7) "chauffeur" 'n werknemer, uitgesonderd 'n drywer, 'n fabrieks-vragmotorbestuurder of reisende verteenwoordiger se assistent wat 'n motorvoertuig dryf wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgever, klante of besoekers en waarmee ook dokumente of pakkette vervoer mag word; (6)

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

(9) "aaneenlopende bedrywigheid" 'n bedrywigheid wat as sodanig verklaar is kragtens artikel 33 (1) (a) van die Wet op Basiese Diensvoorwaardes, 1983 (Wet 3 van 1983);

(10) "drastel" 'n sleepwa waarop 'n leunwa rus en wat laasgenoemde in 'n sleepwa omskep; (13)

(11) "drywer" 'n werknemer, uitgesonderd 'n chauffeur, 'n fabrieksvoertuigbestuurder of 'n reisende verteenwoordiger se assistent wat 'n motorvoertuig dryf, en vir doeleindes van hierdie woordskrywing omvat die uitdrukking " 'n motorvoertuig dryf" al die tyd wat hy dryf, al die tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf; (14)

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

- (a) die Suid-Afrikaanse Rooikruisvereniging;
- (b) die St John Ambulance Association; of
- (c) die Suid-Afrikaanse Noodhulppliga; (21)

(13) "eerstehulpbediener" 'n werknemer wat in beheer is van 'n eerstehulpkamer wat kleiner wonde of beserings verbind, eerstehulp toepas, en wat aantekeninge kan hou van die name van werknemers wat behandel is of deur 'n mediese praktisyn behandel moet word, die aard van die beserings en die behandeling wat gegee is en wat in besit is van 'n geldige bekwaamheidsertifikaat in eerstehulp wat uitgereik is deur—

- (a) die Suid-Afrikaanse Rooikruisvereniging;
- (b) die St John Ambulance Association; of
- (c) die Suid-Afrikaanse Noodhulppliga; (22)

(14) "ekstra swaar motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 16 000 kg maar hoogstens 25 000 kg is; (17)

(15) "ekstra swaar motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuig-massa meer as 16 000 kg maar hoogstens 25 000 kg is; (18)

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

- (a) aantekening hou van produksie of van reeksnommers;
- (b) aflewering- of spoorwegvragbriewe uitskryf;
- (c) artikels massameet en die massa daarvan aanteken;
- (d) besonderhede van tydkaarte vir die houer van 'n tydregister uitlees;
- (e) bestellings volgens fakture of bestelvorms opmaak onder toesig van 'n versendingsklerk;
- (f) bywoningsrekords nagaan of opskryf of besonderhede opskryf van werknemers by die werk of afwesig of van die tyd deur werknemers aan ander take bestee; (c)
- (g) die daaglikse werkopdragte bymekaar maak, opstel of uitreik;

- (h) issuing cartons or containers for packaging requirements;
- (i) issuing stores, tools or equipment against requisition or receiving stores, tools or equipment;
- (j) keeping stock records;
- (k) making out delivery or railway consignment notes;
- (l) mass-measuring and recording particulars thereof;
- (m) operating an adding machine;
- (n) preparing wage or time cards or tickets for subsequent use by a clerk;
- (o) receiving goods, including the checking and recording of particulars thereof;
- (p) recording particulars of annual or sick leave;
- (q) recording the engagement, discharge or resignation of employees, including the making of any necessary entries in the employee's personal files or documents or preparing certificates of service or issuing passes;
- (r) recording production or batch numbers;
- (s) scheduling production figures;
- (t) sorting, filing or otherwise attending to factory documents;
- (u) stamping or writing on tickets, labels, or cartons;
- (v) testing containers or mineral wool samples and recording results;
- (w) testing raw materials and recording results; (16)

(20) "factory truck driver" means an employee who is engaged in driving a motorvehicle within an establishment and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or load and all periods during which he is obliged to remain at his post in readiness to drive; (17)

(21) "first-aid assistant" means an employee who assists a first-aid attendant in the performance of his duties and who may act for the latter during his absence and who holds a current certificate of competency in first-aid issued by—

- (a) the South African Red Cross Society;
- (b) the St John Ambulance Association; or
- (c) die Suid-Afrikaanse Noodhulppliga; (12)

(22) "first-aid attendant" means an employee who is in charge of a first-aid room, dressing minor wounds or injuries, giving first-aid, keeping records showing the names of employees treated or requiring further treatment, the nature of the injury and the treatment given; and who holds a current certificate of competency in first-aid issued by—

- (a) the South African Red Cross Society;
- (b) the St John Ambulance Association; or
- (c) die Suid-Afrikaanse Noodhulppliga; (13)

(23) "foreman" means an employee who is in charge of the employees in an establishment or part of an establishment, who exercises control over such employees and who is responsible to the manager for the efficient performance by them of their duties; (62)

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

- (a) Applying a gas burner to sheetglass;
- (b) applying cement, glue, pigment, enamel or wax to containers, glassware, insulators, net or paper;
- (c) applying transfers to glassware by hand;
- (d) assembling weld mesh crates;
- (e) assisting an artisan, a handyman or a machine handyman by holding articles or tools or otherwise working with him, other than by the independent use of tools;
- (f) assisting a furnaceman or machineman;
- (g) assisting on delivery vehicles, other than driving or effecting repairs;
- (h) baling scrap cardboard;
- (i) carrying, moving or stacking articles or goods;
- (j) checking the number of articles packed into a container;
- (k) cleaning premises or vehicles or machinery, implements, tools, utensils or other articles or products, other than glass during processing in the Safety Glass Section;



- (h) die indiensneming, ontslag of bedanking van werknemers, met inbegrip van die maak van enige noodsaaklike inskrywings in die werknemers se persoonlike leërs of dokumente of die voorbereiding van dienssertifikate of van die uitreiking van passe;
- (i) die getal sakke, bale, bottels, houers, onderdele, glasplate, glasvierkante of pakke vir gebruik, opberging of versending nagaan;
- (j) fabrieksdokumente met die hand kopieër;
- (k) fabrieksdokumente sorteer, liasseer of andersins hanteer;
- (l) goedere ontvang, met inbegrip van die nagaan en aantekening van die besonderhede daarvan;
- (m) grondstowwe toets en die bevindings aanteken;
- (n) houers of mineraalwolmonsters toets en die bevindings aanteken;
- (o) jaarlikse of siekteverlofbesonderhede aanteken;
- (p) kaartjies, etikette of kartonne stempel of daarop skryf;
- (q) kartonne of houers uitreik vir verpakkingsvereistes;
- (r) loonkaartjies of tydkaartjies of kaartjies vir latere gebruik deur 'n klerk, voorberei;
- (s) optelmasjien bedien;
- (t) produksiesyfers lys;
- (u) uit die tale van Swart werknemers tolk of vertaal;
- (v) voorraadrekords byhou;
- (w) voorrade, gereedskap of uitrusting volgens rekwisisie uitreik of voorrade, gereedskap of uitrusting terugontvang.

(17) "fabrieksvragmotordrywer" 'n werknemer wat 'n motorvoertuig in 'n bedryfsinrigting dryf, en by die toepassing van hierdie woordskrywings omvat die uitdrukking "motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf; (20)

(18) "faktotum" 'n werknemer, uitgesonderd 'n masjienfaktotum, wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardigingsproses gebruik word, en wat kleiner herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (27)

(19) "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 sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (49)

(20) "gewone werkure" die werkure by klousule 5 (1) voorgeskryf of indien volgens ooreenkoms tussen 'n werkgewer en sy werknemer laasgenoemde korter ure werk, daardie korter ure; (44)

(21) "ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook of uithaal; (3)

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

(23) "kommissiewerk" 'n stelsel waarvolgens 'n werknemer se besoldiging bereken word volgens die waarde of getal van die bestellings wat hy aan sy werkgewer voorlê en wat laasgenoemde aanvaar; (8)

(24) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n handelslapte in die Nywerheid, 'n tekort aan grondstowwe of verpakkingsmateriaal, 'n onklaarraking van installasie of masjinerie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word of 'n staking van produksie weens foutiewe grondstowwe of devitrifikasie van glas; (55)

(25) "kratmaker" 'n werknemer wat houtkrate of palette maak of herstel, maar nie iemand wat kiste uit voorafbewerkte hout aanmekeer spyker nie; (10)

(26) "leunwa" 'n sleepwa wat geen vooras het nie en so ontwerp of ingerig is om op 'n voorspanmotor te rus en deur hom getrek word; (53)

- (l) collecting or delivering messages, letters, or goods on foot or by means of a bicycle, tricycle or other manually propelled vehicle or by means of a two- or three-wheeled motor cycle, motor scooter or autocycle with an engine capacity of not more than 100 cm<sup>3</sup>; collecting cash on COD sales or accepting written orders;
- (m) controlling traffic by flag signalling;
- (n) cooking or serving rations or meals to employees;
- (o) cutting down, destroying or removing trees or vegetation;
- (p) cutting paper by non-power-driven guillotine;
- (q) demolishing buildings or other structures;
- (r) feeding, loading or shovelling into or taking off from machines or furnaces, feeding into or drawing off from tanks;
- (s) filling bags, bottles, sacks or other containers;
- (t) gardening;
- (u) glueing cartons or wrapping paper;
- (v) interleaving glass or glassware with paper, wood flour or similar separation material;
- (w) keeping tallies;
- (x) limewashing compounds, latrines, outbuildings or similar buildings or structures;
- (y) loading or unloading;
- (z) loosening, breaking or taking out insulation, refractory or building material by hand;
- (aa) loosening, taking out, breaking or spreading stone, soil, clay or sand, or digging trenches, foundations or other excavations, other than by machine;
- (ab) making or maintaining fires, removing refuse or ash or sorting clinkers;
- (ac) making or serving refreshments, tea or similar beverages to employees, his employer or to guests of his employer;
- (ad) marking, stencilling or affixing labels on boxes, sacks or other containers or packages;
- (ae) mass-measuring to a set mass meter or measuring to a fixed measure;
- (af) mixing batches by means of a shovel;
- (ag) mixing mortar, concrete, stone or bitumen, or spreading concrete or bitumen by shovel, rake, fork or barrow;
- (ah) mixing resin;
- (ai) nailing crates or nailing together ready prepared wood into boxes;
- (aj) oiling or greasing machinery or vehicles, other than motor vehicles;
- (ak) opening or closing boxes, bales, bags, packages or other containers;
- (al) operating a decorating machine, other than in the Container Section;
- (am) operating a goods lift or hand hoist;
- (an) operating a mechanical hammer used for testing glass;
- (ao) operating an office duplicating machine;
- (ap) operating a non-power-driven or hand operated stapling machine;
- (aq) operating a floor polisher, vacuum cleaner or lawn mower;
- (ar) operating a silk-screening machine, other than in the Safety Glass Section;
- (as) operating a vibrating screen;
- (at) packing articles of uniform size and number into containers or trays specially designed to contain them;
- (au) picking out foreign matter from broken glass;
- (av) pushing or pulling vehicles, other than by means of a power-driven device;
- (aw) setting up or assembling or closing cardboard or fibre board containers;
- (ax) sorting, shaking out or mending sacks;
- (ay) spray painting or hand painting of containers;
- (az) strapping by machine;
- (ba) trimming hoppers;

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

(28) "loon" die bedrag geld wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure: Met dien verstande dat as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken, maar dit mag nie so uitgelê word dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op 'n 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 "dagloon" of "weekloon" het ooreenstemmende betekenisse; (64)

(29) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (4)

(30) "magasynman" (klerk), '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 versamel, te verpak uit te pak en om goedere uit 'n magasyn, pakhuis of oop voorraadwerf aan afdelings of vir versending te lewer; (56)

(31) "masjiënoppasser" 'n werknemer wat 'n kragaaangedrewe masjiën, oppas en voer, uitgesonderd 'n houermasjiën in die Houer- en Mosaïekteëlseksie, en wat sodanige masjiën onder toesig kan aansit of stopsit deur 'n knoppie te druk of 'n hefboom te trek of te stoot en die uitdrukking " 'n masjiën oppas" het 'n ooreenstemmende betekenis; (33)

(32) "masjiënfaktotum" 'n werknemer uitgesonderd 'n faktotum, wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting wat regstreeks by die vervaardiging gebruik word maar wat nie werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (34)

(33) "masjiënbediener" 'n werknemer wat een of meer kragaaangedrewe masjiëne, uitgesonderd 'n houermasjiën in die Houer- en Mosaïekteëlseksie, bedien, beheer, oppas, aansit, stopsit, voer of daarvan afneem; wat die werk wat deur die masjiën gedoen is, ondersoek of nagaan; wat kleinere herstelwerk en lopende verstellings daaraan kan doen; en wat toesig oor masjiënoppassers kan hou; en die uitdrukking " 'n masjiën bedien" het 'n ooreenstemmende betekenis; (35)

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

(35) "medium motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuigmassa meer as 3 500 kg maar hoogstens 9 000 kg is; (37)

(36) "militêre diens" enige diens of opleiding kragtens die Verdedigingswet, 1957 (Wet 44 van 1957); (38)

(37) "motorvoertuig" [uitgesonderd in die omskrywing van die Glas- en Glaswarenywerheid in klousule 1 (2)] 'n selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm<sup>3</sup>, wat gebruik word vir die vervoer van goedere, uitgesonderd 'n verkoopsverteenvoerder se monsters, en dit omvat 'n voorlaaier, 'n voorspanmotor, trekker, 'n motorfiets of 'n driewieler, maar nie ook 'n hyskraan, 'n mobiele hystoel of 'n nywerheids-trekker wat in 'n bedryfsinrigting gebruik word nie; (40)

(38) "motorvoertuig (gelede)" 'n kombinasie van voertuie bestaande uit 'n motorvoertuig en 'n leunwa of 'n sleepwa; (41)

(39) "motorvoertuig (nie-gelede)" 'n motorvoertuig uitgesonderd 'n motorvoertuig (gelede); (42)

(40) "nagskof" enige werkdagperk waarvan die grootste deel tussen 20h00 en 06h00 val;

(41) "noodwerk"—

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

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

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

(i) skepe;

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

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

(bb) wrapping glass, fibreglass or other glass products;

and in addition—

(i) in the Container and Mosaic Tile Section, the duties listed in sub-clause (72);

(ii) in the Flatglass and Insulator Section, the duties listed in subclause (99);

(iii) in the Mineral Wool Section, the duties listed in subclause (118); (1)

(25) "gross combination mass" in relation to a motor vehicle (articulated) means the maximum mass of the combination of vehicles, including that of the drawing motor vehicle and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (5)

(26) "gross vehicle mass" in relation to a motor vehicle (rigid) 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; (6)

(27) "handyman" means an employee, other than a machine handyman, who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacturing process and who may effect minor repairs or renovations to buildings but who does not perform work normally done by an artisan; (18)

(28) "heavy motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 9 000 kg but not 16 000 kg; (56)

(29) "heavy motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 9 000 kg but not 16 000 kg; (57)

(30) "law" includes the common law; (66)

(31) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (27)

(32) "local authority" means any borough council, city council, municipal council, village management board, divisional council or any similar institution or body contemplated in section 84 (1) (f) of the Provincial Government Act, 1961, or in any other parliamentary legislation; (46)

(33) "machine attendant" means an employee attending or feeding a power-driven machine, other than a container machine in the Container and Mosaic Tile Section, and who, under supervision, may start and stop such machine by means of pressing a button or working a lever, and the expression "attending a machine" has a corresponding meaning; (31)

(34) "machine handyman" means an employee other than a handyman, who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacturing process but who does not perform work normally done by an artisan; (32)

(35) "machine operator" means an employee who operates, controls, attends, starts, stops, feeds into or takes off from one or more power driven machines other than a container machine in the Container and Mosaic Tile Section; who scrutinizes or checks the work done by the machine; who may effect minor running adjustments to the machine; and who may supervise machine attendants; and the expression "operating a machine" has a corresponding meaning; (33)

(36) "medium motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 3 500 kg but not 9 000 kg; (34)

(37) "medium motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg; (35)

(38) "military service" means any service or training in terms of the Defence Act, 1957 (Act 44 of 1957); (38)

(39) "mobile hoist operator" means an employee who is engaged in operating a power-driven mobile hoist used in the loading, unloading, moving or stacking of goods and includes the operator of a crane and the driver of an industrial tractor used within an establishment; (4)

(40) "motor vehicle" means [except in the definition of the Glass and Glassware Industry in clause 1 (2)] a self-propelled vehicle with an engine capacity exceeding 100 cm<sup>3</sup>, used for conveying goods, other than a travelling representative's samples, and includes a front-end loader, a truck-tractor, a tractor, a motor cycle or a motor tricycle but does not include a crane, mobile hoist or an industrial tractor used within an establishment; (37)

(41) "motor vehicle (articulated)" means a combination of vehicles consisting of a motor vehicle and a semi-trailer or trailer; (38)



- (d) enige werk in verband met masjieninstelling of die omruiling van gietvorms of masjinerie of die herstel of herbou van oonde;
- (e) enige werk wat 'n skofwerker of 'n werknemer in 'n aaneenlopende bedrywigheid moet verrig ter vervanging van enige ander skofwerker of werknemer vir 'n aaneenlopende bedrywigheid na gelang van die geval, wat nie vir werk aanmeld nie;
- (f) enige werk in verband met die produksie, verpakking, laai of versending van glashouers om te voldoen aan 'n seisoensvraag deur 'n fabriek (wat betrokke is by die inmaak of preserving van voedsel) ten einde die verlies van bederfbare grondstowwe te voorkom of 'n fabriek wat betrokke is by die bottel van nuwe wyn wat deur sodanige fabriek geproduseer word; (15)
- (42) "onderbaas" 'n werknemer wat aan die hoof staan van 'n groep algemene werkers of 'n groep werknemers graad I in die Houer en Mosaïekteëlseksie; (5)
- (43) "ondervinding", met betrekking tot—
- (a) 'n klerk, die totale tydperk of tydperke wat 'n werknemer as 'n klerk, in enige bedryf vak of in die diens van 'n plaaslike owerheid of die Staat werksaam was;
- (b) 'n reisende verteenwoordiger, die totale tydperk of tydperke wat 'n werknemer as 'n reisende verteenwoordiger in enige bedryf werksaam was;
- (c) enige ander werknemer, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Nywerheid werksaam was; (16)
- (44) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer in 'n week of op 'n dag werk, wat langer is as sy weeklikse of daaglikse gewone werkure, na gelang van die geval, maar dit omvat nie 'n tydperk waarin 'n werknemer op 'n Sondag of op 'n openbare vakansiedag, soos omskryf, werk nie; (45)
- (45) "openbare vakansiedag" Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaar op 'n Sondag val), Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag of Kersdag; (48)
- (46) "plaaslike owerheid" enige munisipaliteit, stadsraad, munisipale raad, dorpsbestuursraad, afdelingsraad, of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Wet op Provinsiale Bestuur, 1961, of in enige ander parlementêre wetgewing; (32)
- (47) "reisende verteenwoordiger" 'n werknemer wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting namens so 'n inrigting bestellings vra, werf of soek; (60)
- (48) "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; (61)
- (49) "saagbediener" 'n werknemer wat 'n kragaangedrewe band-, sirkel- of ander saag bedien vir die sny (uitgesonderd snywerk waarvoor elders uitdruklik voorsien word) van glas, glasware of ander materiale; (51)
- (50) "sandstraler" 'n werknemer wat 'n sandstraalmasjien bedien; (50)
- (51) "sekuriteitswag" 'n werknemer wat een of meer van die volgende pligte uitvoer:
- (a) Goedere, voertuie of persone deursoek;
- (b) oor wagte toesig hou of hulle beheer;
- (c) die gang van persone of voertuie deur kontrolepunte of hekke kontroleer of daarvoor verslag doen
- en van wie vereis kan word om enige van of al die pligte wat voorgeskryf is vir 'n wag, uit te voer; (52)
- (52) "skofwerker" 'n werknemer wat skofwerk verrig in 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag op hoogstens ses dae per week gewerk word; (54)
- (53) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie en wat ontwerp of ingerig is om deur 'n motorvoertuig getrek te word en dit sluit in 'n drastel; (59)
- (54) "spanleier" 'n werknemer wat toesig hou oor die werk van 'n groep werknemers wat almal van dieselfde klas is en wat daarbenewens ook die werk van daardie klas verrig; (57)
- (55) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (47)
- (56) "swaar motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (28)
- (42) "motor vehicle (rigid)" means a motor vehicle other than a motor vehicle (articulated); (39)
- (43) "night shift" means any period of work other than overtime, the major portion of which falls between 20h00 and 06h00; (40)
- (44) "ordinary hours of work" means the hours of work prescribed in clause 5 (1) or if by agreement between an employer and his employee the latter works a lesser number of ordinary hours, such shorter hours; (20)
- (45) "overtime" means that portion of any period worked by an employee in any week or on any day which is longer than his weekly or daily ordinary hours of work, as the case may be, but does not include any period during which an employee works for his employer on a Sunday or on a public holiday as defined; (44)
- (46) "packer" means an employee, other than in the Safety Glass Section and Container and Mosaic Tile Section, who, under the supervision of a foreman, an assistant foreman or a qualified clerk, is engaged in packing goods for transport or delivery and who may mass-measure such articles; (60)
- (47) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (55)
- (48) "public holiday" means New Year's Day (or the succeeding Monday whenever New Year's Day falls on a Sunday), Good Friday, Ascension Day, Republic Day, Day of the Vow or Christmas Day; (45)
- (49) "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; (19)
- (50) "sandblaster" means an employee who operates a sandblasting machine; (50)
- (51) "saw operator" means an employee who operates a power-driven band, circular or other saw for cutting (except cutting elsewhere specifically provided for) of glass, glassware or other materials; (49)
- (52) "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 also be required to perform any or all of the duties prescribed for a watchman; (51)
- (53) "semi-trailer" means a trailer without a front axle and designed or adapted to rest on and be drawn by a truck-tractor; (26)
- (54) "shift worker" means an employee who is engaged on shift work in an activity in an establishment or part of an establishment in which two or three consecutive shifts per day are worked on not more than six days per week; (52)
- (55) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw or packing materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings or a cessation of production owing to faulty raw materials or devitrification of glass; (24)
- (56) "storeman" (clerk) 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 consuming departments or for despatch; (30)
- (57) "team leader" means an employee who is engaged in supervising the work of a group of employees all of the same class and who in addition performs the duties of that class; (54)
- (58) "tractor" means a motor vehicle designed or adapted to draw other vehicles and not to carry any load; (58)
- (59) "trailer" means a vehicle which is not self-propelled but designed or adapted to be drawn by a motor vehicle and includes a dolly; (53)
- (60) "travelling representative" means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (47)
- (61) "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; (48)
- (62) "truck-tractor" means a motor vehicle designed or adapted to draw other vehicles and not to carry any load other than that imposed by a semi-trailer or ballast; (63)



(57) "swaar motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuigmassa meer as 9 000 kg maar hoogstens 16 000 kg is; (29)

(58) "trekker" 'n motorvoertuig ontwerp of ingerig om ander voertuie mee te trek en nie om 'n vrag daarop te dra nie; (58)

(59) "ultra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa 25 000 kg oorskry; (63)

(60) "verpakker" 'n werknemer, uitgesonderd in die Veiligheidsglas-seksie en Houer- en Mosaïekteëlseksie, wat onder die toesig van 'n voorman, 'n assistent-voorman of 'n gekwalifiseerde klerk goedere vir vervoer of aflewering verpak en wat sodanige artikels kan massameet; (46)

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

(62) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsuitrusting, of 'n afdeling van 'n bedryfsuitrusting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is aan die bestuurder dat hulle hul pligte doeltreffend verrig; (23)

(63) "voerspanmotor" 'n motorvoertuig ontwerp of ingerig om ander voertuie mee te trek en om nie 'n ander vrag as dié wat in die vorm van 'n leunwa of ballas daarop rus, te dra nie; (62)

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

(a) Persele, geboue, strukture of ander vaste of roerende eiendom bewaak, beskerm of patrolleer;

(b) honde hanteer of beheer in die uitvoering van een of meer van die pligte in (a) bedoel; (65)

(65) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van sodanige werknemer gewoonlik val; (66)

(66) "wet" ook die gemene reg; (30)

#### (B) In die Houer- en Mosaïekteëlseksie:

(67) "algemene werker" 'n werknemer wat, benewens een of meer van die pligte in item (24) genoem, een of meer van die volgende pligte uitvoer:

(a) Etswerk met suur doen;

(b) onderdele van vervaardigde artikels monteer;

(c) brandstofbranders skoonmaak;

(d) metaal vir skerms met handgereedskap sny;

(e) skerms demonteer;

(f) gesmelte glas in 'n glasmosaïekrolmasjien met lepels voer;

(g) met vuur afwerk;

(h) handperswerk;

(i) glasartikels in 'n glastemperoond laai;

(j) glasmosaïeke uit 'n bak verwyder;

(k) gesmelte afvalglas uit oonde verwyder of met 'n lepel uitskep;

(l) los mosaïekteëltjies selekteer en op kaarte vasgom;

(m) los of afvalmosaïekteëltjies sorteer;

(n) gesmelte glas uit 'n oond met 'n lepel uitskep of uitlaai;

(o) warmglasartikels in neem en uitneem; (72)

(68) "gietvormhersteller" 'n werknemer wat gietvorms herstel; (75)

(69) "gietvormskoonmaker" 'n werknemer wat gietvorms skoonmaak deur middel van saamgeperste lug of 'n kragaangedrewe masjien; (74)

(70) "glasmengselbereider" 'n werknemer wat, onder die toesig van 'n skeikundige, 'n voorman of 'n assistent-voorman, verantwoordelik is vir die massameet en meng van bestanddele, volgens bepaalde verhoudings, wat vir die vervaardiging van glas gebruik word; (67)

(71) "houer" sluit lampware en enige ander item van holware in; (68)

(72) "houermasjien" 'n masjien wat ontwerp is en gebruik word vir die produksie van houters; (69)

(73) "houermasjienoppasser" 'n werknemer wat, onder die toesig van 'n proesestegnikus, 'n houermasjien oppas en wat sodanige masjien kan aansit of stopsit; (70)

(74) "oondwerker" 'n werknemer wat verantwoordelik is vir die instandhouding van die stoomdruk en die temperatuur van gasse wat in gasopwekkers geproduseer word, asook vir die temperatuur en die stand van die metaal in oonde; (71)

(63) "ultra heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 25 000 kg; (59)

(64) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work: 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" or "weekly wage" has a corresponding meaning; (28)

(65) "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 any or all of the duties referred to in (a); (64)

(66) "week", in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls; (65)

#### (B) In the Container and Mosaic Tile Section:

(67) "batchman" means an employee who, under the supervision of a chemist, a foreman or an assistant foreman, is responsible for the mass-measuring and mixing of specified proportions of ingredients which go to make glass; (70)

(68) "container" includes lampware and any other item of hollow-ware; (71)

(69) "container machine" means a machine designed and used for producing containers; (72)

(70) "container machine attendant" means an employee who, under the supervision of a process technician, attends a container machine and who may start or stop such machine; (73)

(71) "furnaceman" means an employee who is responsible for maintaining the steam pressure and the temperature of gases produced in gas producers and the temperature of and the metal level in furnaces; (74)

(72) "general worker" means an employee who, in addition to the duties listed in subclause (24), is engaged in any one or more of the following duties:

(a) Acid etching;

(b) assembling component parts of manufactured articles;

(c) cleaning fuel burners;

(d) cutting metal for screens by hand tool;

(e) dismantling screens;

(f) feeding spoonfuls of molten glass into a glass mosaic rolling machine;

(g) fire finishing;

(h) handpressing;

(i) loading glass articles into a glass annealing lehr;

(j) removing glass mosaics from trays;

(k) removing or spooning out molten waste glass from furnaces;

(l) selecting loose mosaic tesserae and glueing them onto cards;

(m) sorting loose or reject mosaic tesserae;

(n) spooning or loading out molten glass from a furnace;

(o) taking in or taking out of hot glass articles; (67)

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

(a) Attending any power-driven machine not elsewhere in this clause specifically mentioned;

(b) collecting molten glass onto a gathering ball from a furnace;

(c) examining containers, sheets of mosaic tiles or other glassware for defects or packing or stencilling such articles under the supervision of a chargehand;

(d) feeding bottles to or taking-off bottles from a decorating machine and who may start and stop such machine;

(e) forming and shaping molten glass in a mould;

(f) inspecting sheets of mosaic tiles before packing;

(g) making screens for decorating work;

(75) "prosestegnikus" 'n werknemer wat verantwoordelik is vir die bediening van twee of meer houermasjiene, wat toesig hou oor houermasjienuitvoerers en wat veranderinge of lopende verstelling aan sodanige masjiene kan aanbring; (76)

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

- (a) Enige kragaangedrewe masjiene oppas wat nie elders in hierdie klousule uitdruklik vermeld word nie;
- (b) gesmelte glas op 'n versamelbal uit 'n oond vergaar;
- (c) houers, velle met mosaïekteeltjies of ander glasware vir defekte ondersoek of sodanige artikels onder die toesig van 'n onderbaas verpak of sjabloneer;
- (d) bottels in 'n versiermasjiene voer of dit daarvan afneem en wat sodanige masjiene kan aansit en stopsit;
- (e) gesmelte glas in 'n gietvorm en fatsoener;
- (f) velle met mosaïekteeltjies voor verpakking inspekteer;
- (g) skerms vir sierwerk vervaardig;
- (h) grondstowwe massameet en in 'n glasmengselmasjiene laai;
- (i) 'n bandvergulselsmasjiene bedien;
- (j) versieringsstowwe op die buite oppervlak van glashouers of ander glasprodukte plaas;
- (k) gesleete stempelonderdele verwyder;
- (l) sand met behulp van 'n kragaangedrewe windas in stortregters skraap en wat sodanige windas kan aansit en stopsit; (73)

#### (C) In die Platwareseksie:

(77) "boorwerker" 'n werknemer wat gate met die hand of 'n masjiene in glas boor; (77)

(78) "glasafskuiner" 'n werknemer, uitgesonderd 'n poleerder, wat glas afskuin in enige van of al die prosesse en wat sjablone vir versierwerk kan sny; (79)

(79) "glassnyer, graad I" 'n werknemer wat, onder die toesig van 'n voorman of 'n assistent-voorman, reguit- of fatsoensnywerk van glas ver- rig, wat glas kan uitsoek en wat toesig kan hou oor 'n glassnyer, graad II; (80)

(80) "glassnyer, graad II" 'n werknemer wat, onder die toesig van 'n voorman, assistent-voorman of 'n glassnyer, graad I, en deur gebruik te maak van 'n setmaat en 'n glassnyerwarkuig wat met die hand gehou word, een of meer van die volgende pligte uitvoer:

- (a) Glas sny wat bedoel is vir agtersigspieëls, damespoeierdosie- spieëls, flitsligte, skermbrille, lampe, voëlkontjies, voorkante van laaie of ander dergelyke artikels;
- (b) glas stroop vir prosessering op outomatiese of halfoutomatiese sny- masjiene;
- (c) gebreke of defektiewe glas of spieëls of afsnystukke van die produksietafels af in vierkante werk vir herwinningdoeleindes; (81)

(81) "glasversilweraar" 'n werknemer wat 'n versilweringsoplossing volgens 'n verstrekte formule berei en wat sodanige oplossing met die hand of 'n masjiene op glas kan aanbring of oor 'n dergelyke aanwending toesig kan hou; (82)

(82) "ondersoeker" 'n werknemer wat glas vir defekte finaal ondersoek voor versilwering en wat bepaal watter kant versilwer moet word; (78)

(83) "poleerder" 'n werknemer wat die kante van glas met die hand of met 'n masjiene afskerp, fynskuur, uitgroef, poleer of poetspoleer, maar nie 'n outomatiese masjiene voer of daarvan afneem nie; (84)

(84) "spuitverwer" 'n werknemer wat glas of ander artikels met 'n handsproeier spuitverf; (83)

#### (D) In die Platglas- en Isolatorseksie:

(85) "afsnwywerker" 'n werknemer wat, onder die toesig van 'n boonste- verdiepingtoesighouer, die volgende pligte uitvoer:

- (a) Glas ondersoek wanneer dit op die boonste verdieping afgesny word;
- (b) sodanige glas aanvanklik klassifiseer of gradeer; en
- (c) snywiele of -toestelle omruil;

en wat voorafgesnyde ruitglas kan kloof, registers kan byhou en toesig kan hou oor werknemers wat die rande van voorafgesnyde glas verwyder; (95)

(86) "algemene werker" 'n werknemer wat, benewens enige van die werksaamhede in item (1) genoem, een of meer van die volgende addisionele pligte uitvoer:

- (a) Toebehore vir vervaardigings- of galvaniseringsdefekte ondersoek en meet;

(h) mass measuring and loading of raw materials into a batch mixing machine;

(i) operating a gold-banding machine;

(j) placing decorating media onto outer surface of glass containers or other glass products;

(k) removing worn die parts;

(l) scraping sand into hoppers by means of a power-driven sand winch and who may start and stop such winch; (76)

(74) "mould cleaner" means an employee who is engaged in cleaning moulds by means of compressed air or power-driven machine; (69)

(75) "mould repairer" means an employee who is engaged in repairing moulds; (68)

(76) "process technician" means an employee who is responsible for the operation of two or more container machines, who supervises container machine attendants and who may effect alterations or running adjustments to such machines; (75)

#### (C) In the Flat-ware Section:

(77) "driller" means an employee who drills holes in glass by hand or machine; (77)

(78) "examiner" means an employee who makes a final inspection of glass for defects prior to silvering and who determines which said is to be silvered; (82)

(79) "glass beveller" means an employee, other than a polisher, who is engaged in bevelling glass in any or all of its processes and who may cut stencils for decorative work; (78)

(80) "glass cutter, grade I" means an employee who, under the supervision of a foreman or an assistant foreman, is engaged in straight or shape cutting of glass, who may select and who may supervise a glass cutter, grade II; (79)

(81) "glass cutter, grade II" means an employee who, under the supervision of a foreman, assistant foreman or a glass cutter, grade I, and by using a jig and a hand held glass cutting tool performs any one or more of the following duties:

(a) Cutting glass intended for rear view mirrors, ladies' compact mirrors, torches, goggles, lamps, bird cages, drawer fronts or other similar articles;

(b) stripping glass for processing on automatic or semi-automatic cutting machines;

(c) squaring off broken or defective glass or mirrors or off-cuts from the production tables for purposes of reclamation; (80)

(82) "glass silver" means an employee who is engaged in the preparation of a silvering solution from a supplied formula and who may apply or supervise the application of such solution to glass by hand or machine; (81)

(83) "paint sprayer" means an employee who is engaged in paint spraying glass or articles by means of a hand sprayer; (84)

(84) "polisher" means an employee who is engaged in arising, buffing, grooving, polishing or rougeing the edges of glass by hand or machine other than feeding into or taking off from an automatic machine; (83)

#### (D) In the Flatglass and Insulator Section:

(85) "archman" means an employee who, under the supervision of a foreman or an assistant foreman, is responsible for recording furnace temperatures; (111)

(86) "assistant furnaceman" means an employee who under supervision of a furnaceman is engaged in any one or more of the following duties:

(a) Changing oil-burner nozzles;

(b) ensuring that frit and cullet is level in bunker, if necessary by depositing load in bunker manually;

(c) ensuring a ready supply of clean nozzles; (87)

(87) "batchman" means an employee who, under the supervision of a chemist, a foreman or an assistant foreman, is responsible for the mass-measuring and mixing of specified proportions of ingredients which go to make glass; (91)

(88) "batch plant operator" means an employee who is engaged in carrying out routine moisture checks on sand, frit and cullet; (92)

(89) "bath sealer" means an employee who is engaged in any one or more of the following duties:

(a) Changing and sealing windows;

- (b) isolatordoppe op die lehr-eenheid meet en plaas;
  - (c) gesmelte glas in 'n pers inskep;
  - (d) kleistukke in voorafbereide doppe of gietvorms maak;
  - (e) asbesklere maak of herstel;
  - (f) klei vir gietvorms meng;
  - (g) steenkool met 'n kragaangedrewe voetgangerbeheerde skop verplaas;
  - (h) isolators uit die spanningsgelykstellingsoond uithaal en dit op die temperingsmasjien plaas of dit daarvan afhaal;
  - (i) glas van die trekmasjien verwyder deur middel van breukskeiding;
  - (j) voorafgesnyde rande van glas verwyder;
  - (k) afvalglas volgens kleur sorteer;
  - (l) warm glasartikels inneem of uitneem;
  - (m) penne of doppe bewas; (99)
- (87) "assistent-oondwerker" 'n werknemer wat onder toesig van 'n oondbediener een of meer van die volgende pligte uitvoer:
- (a) Oliebranderspuitstukke omruil, wanneer nodig;
  - (b) seker maak dat die vlak van die frit- en afvalglas op 'n sekere hoogte lê en, indien nodig, met die hand grondstof aanvul;
  - (c) seker maak dat daar te alle tye 'n voorraad skoon spuitstukke byderhand is; (86)
- (88) "badseëler" 'n werknemer wat een of meer van die volgende pligte uitvoer:
- (a) venters vervang en digmaak;
  - (b) foutiewe digting van panele regstel;
  - (c) die boonste rollers, vensters en panele nagaan; (89)
- (89) "boonsteverdiepingtoesighouer" 'n werknemer wat toesig hou oor al die werknemers wat op die boonste verdieping werk en wat die registers van die boonste verdieping byhou; (111)
- (90) "dopopsitmasjienbediener" 'n werknemer wat 'n isolatordopopsitmasjien bedien; (92)
- (91) "glasmengselbereider" 'n werknemer wat onder die toesig van 'n skeikundige, 'n voorman of 'n assistent-voorman verantwoordelik is vir die massameet en meng, in bepaalde verhoudings, van bestandele wat gebruik word vir die vervaardiging van glas; (87)
- (92) "glasmengmasjienbediener" 'n werknemer wat roetinevogtoetse op sand, fritglas en afvalglas uitvoer; (88)
- (93) "glassnyer" 'n werknemer wat glas voorraad sny met behulp van 'n leipatroontoestel; (100)
- (94) "glastrekmasjienbediener" 'n werknemer wat, onder die toesig van 'n hoofbediener van 'n glastrekmasjien, glas in die vorm van 'n breë beheerde band uit die oond trek met behulp van 'n kragaangedrewe masjien;
- (95) "glasondersoeker" 'n werknemer wat glas ondersoek ten einde defekte te ontdek en wat glas volgens gehaltestandaard sorteer voordat dit versend word; (102)
- (96) "hoofbediener van 'n glastrekmasjien" 'n werknemer wat toesig hou oor twee of meer glastrekmasjienbedieners en wat foute in die samestelling van die glas regmaak; (93)
- (97) "isolatorondersoeker" 'n werknemer wat isolatordoppe na die aanvanklike temperingsproses ondersoek en sorteer; (103)
- (98) "ketelbediener" 'n werknemer wat in beheer van een of meer ketelbedieners is; (90)
- (99) "kontroleerder" 'n werknemer wat een of meer van die volgende pligte uitvoer:
- (a) Beheer uitoefen en toesig hou oor die hantering van glas wat nie op die vervoerband en glasplaatstaanders is nie;
  - (b) die outomatiese snymasjien opstel, bedien en daarvoor toesig hou;
  - (c) die vereiste bandbreedte en substansie, soos gespesifiseer, handhaaf;
  - (d) die gerekenariseerde glasmengmasjien bedien ten einde glasmengsels akkuraat te massameet en te meng; (94)
- (100) "laai-toesighouer" 'n werknemer wat daarvoor verantwoordelik is dat alle verpakte glas doeltreffend gelaai word; (105)
- (101) "lehr-ent-ondersoeker" 'n werknemer wat isolatordoppe na skoktoetse ondersoek en sorteer; (104)

- (b) repairing faulty sealing of panels
- (c) checking top rolls, windows and panels; (88)

(90) "boilerman" means an employee who is in charge of one or more boiler attendants; (98)

(91) "bystronic machine operator" means an employee who is engaged in setting and operating a bystronic cutting machine; (110)

(92) "capping machine operator" means an employee who is engaged in operating an insulator capping machine; (90)

(93) "chief glass drawing machine operator" means an employee who is engaged in supervising two or more glass drawing machine operators and who rectifies any glass substance faults; (96)

(94) "controller" means an employee who is engaged in any one or more of the following duties:

- (a) Controlling and supervising the handling of glass off the conveyor and side legs;
- (b) setting up, operating and supervising an automatic cutting machine;
- (c) maintaining the required ribbon width and substance, as specified;
- (d) operating the computerised batch plant in order to accurately mass-measure and mix batches; (99)

(95) "cut-off man" means an employee who, under the supervision of a top floor supervisor, is engaged in any one or more of the following duties:

- (a) Examining glass as it is cut off on the top floor;
- (b) initial classifying or grading of such glass;
- (c) changing cutting wheels or devices;

and who may split pre-cut sheets, keep records and supervise employees removing pre-cut edges from glass; (85)

(96) "cutter and presser" means an employee who is engaged in measuring the quantity of molten glass into a mould and pressing the shell; (109)

(97) "float operator" means an employee who is engaged in regulating and controlling operations at the bath and lehr; (112)

(98) "furnaceman" means an employee who, under the supervision of a foreman or an assistant foreman, is engaged in controlling the feed or raw materials and gas into a furnace; (103)

(99) "general worker" means an employee who, in addition to the duties listed in subclause (24), is engaged in any one or more of the following duties:

- (a) Examining and gauging fittings for manufacturing or galvanising defects;
- (b) gauging and placing insulator shells on the lehr unit;
- (c) ladling molten glass into press;
- (d) making clay pieces in pre-prepared casings or moulds;
- (e) making or repairing asbestos clothing;
- (f) mixing clay for moulds;
- (g) moving coal by power-driven pedestrian controlled scoop;
- (h) removing insulators from equalising kiln and placing on or removing from toughening machine;
- (i) removing glass from drawing machine by fracture separation;
- (j) removing pre-cut edges from glass;
- (k) sorting cullet for colour;
- (l) taking-in and taking-out of hot glass articles;
- (m) waxing pins or caps;

(100) "glass cutter" means an employee who is engaged in cutting glass for stock by means of a range; (105)

(101) "glass drawing machine operator" means an employee who, under the supervision of a chief glass drawing machine operator, is engaged in withdrawing glass by power-driven machine from a furnace as a broad controlled ribbon; (94)



(102) "masjierversorger" 'n werknemer wat, onder die toesig van 'n voorman of 'n assistent-voorman, verantwoordelik is vir die doeltreffende werking van masjiene of oliebranders, met inbegrip van die olie en smeer daarvan, die instandhouding van die water- en lugverkoelingstoestelle van oonde, en wat masjiensnelhede en die glasstande aanteken; (106)

(103) "oondwerker" 'n werknemer wat, onder die toesig van 'n voorman of 'n assistent-voorman beheer het oor die voer van grondstowwe en gas in 'n oond; (98)

(104) "pakhuismasjienediener" 'n werknemer wat sorg dat glas op 'n bevredigende wyse van die ondersoekhokkie na die glasplaatstanders en/of inspeksiepunte gaan; (112)

(105) "penbevestigingsmasjienediener" 'n werknemer wat isolators en penne in 'n penbevestigingsmasjien insit en hulle meet en aanmeekarlum; (107)

(106) "roerder" 'n werknemer wat, onder die toesig van 'n snyer en perser, die opening in 'n isolatordop in 'n gietvorm roer deur van 'n handpers gebruik te maak; (110)

(107) "roetinspanningstoetser" 'n werknemer wat, onder die toesig van 'n voorman of 'n assistent-voorman, stringe isolators aan 'n spanningsmasjien vaskoppel en, deur 'n knoppie te druk, sodanige isolators aan 'n voorafbepaalde standaard toets; (108)

(108) "senior bediener" 'n werknemer wat onder toesig die kontroleerder bystaan in die handhawing van die vereiste bandbreedte en substansie en wat ook gedurende die kontroleerder se afwesigheid namens hom kan optree; (109)

(109) "snyer en perser" 'n werknemer wat die hoeveelheid gesmelte glas in 'n gietvorm afmeet en die dop afdruk; (96)

(110) "snymasjienediener" 'n werknemer wat 'n snymasjien stel en bedien; (91)

(111) "temperatuuraantekenaar" 'n werknemer wat onder die toesig van 'n voorman of 'n assistent-voorman verantwoordelik is vir die aantekening van oondtemperatuur; (85)

(112) "vlotterbediener" 'n werknemer wat werksaamhede by die bad en lehr reguleer en kontroleer; (97)

#### (E) In die Versierseksie:

(113) "glassnyer" 'n werknemer wat huishoudelike glasware versier deur middel van 'n slypwiël; (113)

#### (F) In die Mineralewseksie:

(114) "algemene werker" 'n werknemer wat benewens die werksaamhede in item (24) genoem, een of meer van die volgende pligte uitvoer:

- (a) Afwisselende lae hars in vloeistofvorm op 'n wasbestrykte gietvorm aanbring;
- (b) losmaakmiddel met die hand op drewels aanbring;
- (c) 'n snymasjien, senterlose slypmasjien, hoelstammasjien, lengtegroefmasjien, dreweltrekmasjien, drewelwikkemasjien, "roning"-masjien, soliedestammasjien of 'n wikkemasjien bedien;
- (d) die getal rolle veselglas of toegedraaide pakkette op 'n nie-krag-aangedrewe voertuig in 'n bedryfsinrigting tel en aanteken;
- (e) veselglas volgens gestelde maat sny;
- (f) veselglas volgens 'n leipatroon sny en die gesnyde stukke tel;
- (g) mineraalwol, slakwol of rotswol volgens 'n leipatroon sny;
- (h) vasteprofielbande deur middel van 'n nie-krag-aangedrewe masjien sny of vasklink;
- (i) seil, oppanol, politen of voeringlinne met 'n nie-krag-aangedrewe guillotine volgens 'n leipatroon sny;
- (j) filament van die bus aftrek en dit oor die draplaat na die bediener-oppasser rig;
- (k) slakwol, rotswol of mineraalwol op 'n bewegende band voer;
- (l) holtes vul;
- (m) ente in splinterverpakkings soek;
- (n) seil aan vaste profiele vasplak;
- (o) gesnyde veselglas op 'n vervoerband plaas;
- (p) drewels in houe bo vasteprofielmasjiene plaas;
- (q) mineraalwol, slakwol of rotswol op 'n vervoerband plaas of uitsprei;
- (r) pakke veselglasfilament op 'n skeerbank plaas en ente in 'n masjien voer;
- (s) 'n waterdigte bedekking op vaste profiele plaas;
- (t) drewels uit snedes verwyder;

(102) "glass examiner" means an employee who is engaged in examining glass for defects and sorting glass to quality standards before despatch; (95)

(103) "insulator examiner" means an employee who is engaged in examining and sorting insulator shells after the initial toughening process; (97)

(104) "lehr end examiner" means an employee who is engaged in examining and sorting insulator shells after shock tests; (101)

(105) "loading supervisor" means an employee who is responsible for the efficient loading of all packed glass; (100)

(106) "machineman" means an employee who, under the supervision of a foreman or an assistant foreman, is responsible for the efficient running of machines or oil burners including the oiling and greasing of machines, maintaining the water and air cooling devices of furnaces and who records machine speeds and glass levels; (102)

(107) "pinning machine operator" means an employee who is engaged in fitting insulators and pins in a pinning machine and gauges and cements them together; (105)

(108) "routine tension tester" means an employee who, under the supervision of a foreman or an assistant foreman, is engaged in coupling strings of insulators to a tension machine and by pressing a button, tests such insulators to a predetermined standard; (107)

(109) "senior operator" means an employee who under supervision assists the controller to maintain required ribbon width and substance and who may also act for a controller during his absence; (108)

(110) "stirrer" means an employee who, under the supervision of a cutter and presser, is engaged in stirring the cavity in an insulator shell in a mould using a handpress; (106)

(111) "top floor supervisor" means an employee who is engaged in supervising all employees working on the top floor and who maintains the top floor records; (89)

(112) "warehouse machine operator" means an employee who ensures that glass progresses satisfactorily from examination booth to the side legs and/or pick-off stations; (104)

#### (E) In the Decorating Section:

(113) "glass decorator" means an employee who is engaged in decorating domestic glassware by means of a grinding wheel; (113)

#### (F) In the Mineral Wool Section:

(114) "batchman" means an employee who is responsible for the mass-measuring, measuring or mixing of specified proportions of ingredients; (115)

(115) "chargeman" means an employee who is responsible for charging a furnace with specified proportions of raw materials which go to make slagwool, rockwool or mineral wool and who, under the supervision of a spinnerman, maintains an even level of the charge in the furnace; (116)

(116) "conveyor attendant" means an employee who, under the supervision of a conveyor operator or a supervisor, attends a curing oven and who may, under such supervision, regulate the speed of the conveyor belt; (122)

(117) "conveyor operator" means an employee who is in charge of the curing oven, who regulates the speed of the conveyor belt and who may supervise the packing and labelling of products; (123)

(118) "general worker" means an employee who, in addition to the duties listed in subclause (24), is engaged in any one or more of the following duties:

- (a) Applying alternate layers of liquid resin to a waxed mould;
- (b) applying release agent by hand to mandrels;
- (c) attending a cutting, a centreless-grinding, a hollow-rod, a length-slitting, a mandrel-pulling, a mandrel-winding, a roning, a solid-rod or a winding machine;
- (d) counting and recording the number of rolls of fibreglass or wrapped packages on a non-power-driven vehicle in an establishment;
- (e) cutting fibreglass to set measure;
- (f) cutting fibreglass to templet and counting cut pieces;
- (g) cutting mineral wool, slagwool or rockwool to templet;

- (u) vaste profiele met 'n meganiese mes kloof;
  - (v) volgens 'n vaste patroon veselglaswol aan 'n draadmaasmat vaswerk;
  - (w) vaste profiele met 'n masjien afwerk;
  - (x) ruwe rande afwerk en voltooiende vormgietsukke met kraggereedskap glas maak; (118)
  - (115) "glasmengselbereider" 'n werknemer wat verantwoordelik is vir die massameet, uitmeet en meng van bestanddele in voorgeskrewe verhoudings; (114)
  - (116) "oondvuller" 'n werknemer wat verantwoordelik is vir die vul van 'n oond met bepaalde verhoudings grondstowwe vir die vervaardiging van slakwol, rotswol of mineraalwol en wat, onder die toesig van 'n tolmasjienwerker, 'n konstante peil van die vulling in die oond handhaaf; (115)
  - (117) "pypmasjienoppasser" 'n werknemer wat 'n pypvormmasjien oppas en vir die opwikkel van slakwol, rotswol of mineraalwol op 'n drewel verantwoordelik is; (121)
  - (118) "toesighouer" 'n werknemer wat beheer het oor die werknemers in die vasteprofielseksie of enige ander seksie wat produkte van veselglas vervaardig, wat vir die doeltreffende verrigting deur hulle van hul pligte verantwoordelik is en wat ook vasteprofiel-, afsny-, lym, of vlakbankmasjiene kan stel; (123)
  - (119) "tolmasjienwerker" 'n werknemer wat, onder die toesig van 'n voorman of assistent-voorman verantwoordelik is vir die regulering van die vloei van gesmelte materiaal vanaf die oond op die tolmasjiene en wat aan 'n oondvuller kan voorskryf met watter bestanddele die oond gevul moet word; (122)
  - (120) "smeltenkoppasser" 'n werknemer wat onder die toesig van 'n smeltenkbediener of 'n toesighouer, 'n glasmeltenk, 'n pluismasjien of 'n harssproeier oppas; (119)
  - (121) "smeltenkbediener" 'n werknemer wat 'n glassmeltenk, 'n plaasmasjien of 'n harssproeier bedien en wat verantwoordelik is vir die gehalte van die geproduseerde glasvesel; (120)
  - (122) "vervoerbandbediener" 'n werknemer wat in beheer is van die verhardingsoond, wat die snelheid van die vervoerband reguleer en wat oor die verpakking en etikettering van produkte toesig kan hou; (117)
  - (123) "vervoerbandoppasser" 'n werknemer wat onder toesig van 'n vervoerbandbediener of 'n toesighouer, 'n verhardingsoond oppas en wat, onder sodanige toesig, die snelheid van die vervoerband kan reguleer; (116)
- (G) In die Veiligheidsglasseksie:**
- (124) "bediener van 'n randslyp- en poleermasjien" 'n werknemer wat glasrande met 'n masjien slyp en poleer; (125)
  - (125) "glassnyer" 'n werknemer, uitgesonderd 'n leipatroonsnyer, wat glas sny en wat glas mag uitsoek en toesig mag hou oor leipatroonsnyers; (128)
  - (126) "handrandslyper" 'n werknemer wat glasrande met die hand slyp en poleer; (124)
  - (127) "leipatroonsnyer" 'n werknemer wat glas sny volgens 'n leipatroonsirkeltoestel, 'n sirkelsnytoestel, 'n glasleipatroontoestel of ander lei-toestel; (132)
  - (128) "ondersoeker" 'n werknemer wat glas visueel ondersoek ten einde defekte te ontdek; (126)
  - (129) "oondbediener" 'n werknemer wat 'n oond in die buig- of temperingproses van glas bedien; (127)
  - (130) "opstapelaar" 'n werknemer wat glasartikels volgens grootte en patroon opstapel; (131)
  - (131) "proseswerker" 'n werknemer wat een of meer van die volgende pligte uitvoer:
    - (a) Met die hand monteer;
    - (b) films sny;
    - (c) rubberpype aan 'n glasmontering aanbring of dit daarvan verwyder;
    - (d) 'n outoklaafmasjien vul of leegmaak;
    - (e) 'n skoonmaakmasjien bedien;
    - (f) 'n monteermasjien bedien;
    - (g) 'n kleermasjien bedien;
    - (h) die pligte van 'n plaatproseswerker verrig;
    - (i) die pligte van 'n syskermbediener verrig, uitgesonderd onder subklousule (1) (ar)

- (h) cutting or rivetting rigid section bands by means of a non-power-driven machine;
  - (i) cutting canvas, oppanol, polythene or scrim to templet by means of a non-power-driven guillotine;
  - (j) drawing filament from the bushing and directing it over the gathering shoe to the minder attendant;
  - (k) feeding slagwool, rockwool or mineral wool on to a moving belt;
  - (l) filling cavities;
  - (m) finding ends in sliver packages;
  - (n) glueing canvas to rigid sections;
  - (o) placing cut fibreglass on conveyor belt;
  - (p) placing mandrels in containers above rigid section machine;
  - (q) placing or spreading mineral wool, slagwool or rockwool on a conveyor belt;
  - (r) placing packages of fibreglass filament on to a creel and feeding ends into a machine;
  - (s) putting waterproof covering on rigid sections;
  - (t) removing mandrels from sections;
  - (u) splitting rigid sections by means of a mechanical knife;
  - (v) stitching fibreglass wool on to a wire mesh foundation to a fixed pattern;
  - (w) trimming rigid sections by machine;
  - (x) trimming rough edges and smoothing completed moulding by means of power-driven tools; (114)
  - (119) "melting tank attendant" means an employee who, under the supervision of a melting tank operator or a supervisor, attends a glass melting tank, a fibrising machine or a resin spray; (120)
  - (120) "melting tank operator" means an employee who is engaged in operating a glass melting tank, a fibrising machine or a resin spray and who is responsible for the quality of the fibreglass produced; (121)
  - (121) "pipe machine attendant" means an employee who attends a pipe forming machine and is responsible for winding slagwool, rockwool or mineral wool on a mandrel; (117)
  - (122) "spinnerman" means an employee who, under the supervision of a foreman or assistant foreman, is responsible for regulating the flow of molten material from the furnace on to the spinners and who may instruct a chargeman as to the ingredients to be charged into the furnace; (119)
  - (123) "supervisor" means an employee who is in charge of the employees in the rigid section or any other section manufacturing products from fibreglass, who is responsible for the efficient performance by them of their duties and who may set rigid section, cutting, glueing or facing machines; (118)
- (G) In the Safety Glass Section:**
- (124) "edge grinder by hand" means an employee who is engaged in grinding and polishing the edges of glass by hand; (126)
  - (125) "edge grinding and polishing machine operator" means an employee who is engaged in grinding and polishing the edges of glass by machine; (124)
  - (126) "examiner" means an employee who is engaged in the visual examination of glass for defects; (128)
  - (127) "furnace operator" means an employee who is engaged in operating a furnace in the process of bending or toughening glass; (129)
  - (128) "glass cutter" means an employee, other than a templet cutter, who is engaged in cutting glass and who may select glass and supervise templet cutters; (125)
  - (129) "glass packer" means an employee who, under the supervision of a foreman, an assistant foreman or a qualified clerk, is engaged in packing glass or other goods for transport or delivery; (132)
  - (130) "process hand" means an employee who is engaged in any one or more of the following duties:
    - (a) Assembling by hand;
    - (b) cutting of film;
    - (c) fitting rubber ducting to or removing it from a glass assembly;
    - (d) loading or unloading an autoclave machine;
    - (e) operating a cleaning machine;
    - (f) operating an assembly machine;
    - (g) operating a silk-screening machine, other than under subclause (24) (ar);
    - (h) operating a tinting machine;
    - (i) operating a platen process;

- (j) rande afsluit;
- (k) filmrande in glasmonteerwerk afwerk;
- (l) films was en droog; (130)

(132) "verpakker" 'n werknemer wat onder die toesig van 'n voorman, 'n assistent-voorman of 'n gekwalifiseerde manlike klerk goedere verpak vir vervoer of aflewering; (129)

### 3. BESOLDIGING

(1) *Minimum lone.*—Die minimum loon wat 'n werkgever aan sy werknemers moet betaal, is soos in paragrawe (a) en (b) uiteengesit: Met dien verstande dat indien 'n werkgever in 'n gebied waarop hierdie vasstelling van toepassing is, in die Nywerheid betrokke is vir 'n tydperk van langer as 12 maande maar minder as 24 maande altesaam, sodanige loon verminder mag word met hoogstens 10 persent totdat hy aldus vir 'n tydperk van 24 maande altesaam betrokke is, waarna die minimum loon wat hieronder bepaal word, betaalbaar word en betaal moet word:

- (j) sealing edges;
- (k) trimming edges of films in glass assemblies;
- (l) washing and drying films; (131)

(131) "stacker" means an employee who is engaged in stacking glass articles according to size and pattern; (130)

(132) "templet cutter" means an employee who is engaged in cutting glass to templet circle appliance, circle cutting appliance or glass cutting range or by other guiding appliance. (127)

### 3. REMUNERATION

(1) *Minimum wages.*—The minimum wages which an employer shall pay his employees shall be as specified in paragraphs (a) and (b): Provided that if the employer has been engaged in the Industry for a period of more than 12 months but less than 24 months in the aggregate, such wage may be reduced by not more than 10 per cent until he has been thus engaged for a period of 24 months in the aggregate, whereupon the minimum wage specified hereunder shall become payable and be paid:



(a) *Werknemers, uitgesonderd los werknemers:*

|                                                                                 | In die landdrostdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Delmas, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereniging en Wynberg |            | In die landdrostdistrikte Bloemfontein, Kimberley, Klerksdorp, Odendaalsrus, Oos-Londen, Paarl, Pietermaritzburg, Potchefstroom, Strand, Somerset-Wes, Stellenbosch, Virginia, Welkom, Wellington en Witbank |            | In alle gebiede (uitgesonderd met betrekking tot die Houer- en Mosaïekteëlseksie, die munisipale gebied van Estcourt) |            | Die munisipale gebied van Estcourt met betrekking tot die Houers- en Mosaïekteëlseksie |            |
|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------|------------|----------------------------------------------------------------------------------------|------------|
|                                                                                 | Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het                                                                                                                                                                                                                                                                                                  | Daarna     | Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het                                                                                                                                  | Daarna     | Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het                                           | Daarna     | Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het            | Daarna     |
|                                                                                 | R per week                                                                                                                                                                                                                                                                                                                                                                   | R per week | R per week                                                                                                                                                                                                   | R per week | R per week                                                                                                            | R per week | R per week                                                                             | R per week |
| <b>(A) In alle seksies van die Nywerheid</b>                                    |                                                                                                                                                                                                                                                                                                                                                                              |            |                                                                                                                                                                                                              |            |                                                                                                                       |            |                                                                                        |            |
| Algemene werker—                                                                |                                                                                                                                                                                                                                                                                                                                                                              |            |                                                                                                                                                                                                              |            |                                                                                                                       |            |                                                                                        |            |
| gedurende die eerste ses maande altesaam in diens by dieselfde werk-gewer ..... | 68,00                                                                                                                                                                                                                                                                                                                                                                        | 74,50      | 61,50                                                                                                                                                                                                        | 68,00      | 51,00                                                                                                                 | 56,00      | 38,50                                                                                  | 42,50      |
| daarna .....                                                                    | 75,50                                                                                                                                                                                                                                                                                                                                                                        | 83,00      | 68,60                                                                                                                                                                                                        | 75,50      | 56,50                                                                                                                 | 62,00      | 43,00                                                                                  | 47,50      |
| Ambagsman .....                                                                 | 191,50                                                                                                                                                                                                                                                                                                                                                                       | 199,00     | 173,85                                                                                                                                                                                                       | 180,75     | 143,50                                                                                                                | 149,00     | 113,00                                                                                 | 117,50     |
| Assistent-voorman .....                                                         | 168,50                                                                                                                                                                                                                                                                                                                                                                       | 176,00     | 152,85                                                                                                                                                                                                       | 159,75     | 126,00                                                                                                                | 131,50     | 99,00                                                                                  | 103,50     |
| Bediener van 'n kragaangedrewe band-, sirkel- of ander saag .....               | 84,00                                                                                                                                                                                                                                                                                                                                                                        | 91,50      | 76,35                                                                                                                                                                                                        | 83,25      | 63,00                                                                                                                 | 68,50      | 48,00                                                                                  | 52,50      |
| Bediener van 'n mobiele hystoestel .....                                        | 84,00                                                                                                                                                                                                                                                                                                                                                                        | 91,50      | 76,35                                                                                                                                                                                                        | 83,25      | 63,00                                                                                                                 | 68,50      | 48,00                                                                                  | 52,50      |
| Chauffeur .....                                                                 | 90,00                                                                                                                                                                                                                                                                                                                                                                        | 97,50      | 81,85                                                                                                                                                                                                        | 88,75      | 68,00                                                                                                                 | 73,50      | 51,00                                                                                  | 55,50      |
| Drywer van—                                                                     |                                                                                                                                                                                                                                                                                                                                                                              |            |                                                                                                                                                                                                              |            |                                                                                                                       |            |                                                                                        |            |
| 'n ligte motorvoertuig .....                                                    | 90,00                                                                                                                                                                                                                                                                                                                                                                        | 97,50      | 81,85                                                                                                                                                                                                        | 88,75      | 68,00                                                                                                                 | 73,50      | 52,00                                                                                  | 56,50      |
| 'n medium motorvoertuig—                                                        |                                                                                                                                                                                                                                                                                                                                                                              |            |                                                                                                                                                                                                              |            |                                                                                                                       |            |                                                                                        |            |
| gelede .....                                                                    | 115,00                                                                                                                                                                                                                                                                                                                                                                       | 122,50     | 104,35                                                                                                                                                                                                       | 111,25     | 86,00                                                                                                                 | 91,50      | 67,00                                                                                  | 71,50      |
| nie-gelede .....                                                                | 110,50                                                                                                                                                                                                                                                                                                                                                                       | 118,00     | 100,35                                                                                                                                                                                                       | 107,25     | 82,50                                                                                                                 | 88,00      | 64,00                                                                                  | 68,50      |
| 'n swaar motorvoertuig—                                                         |                                                                                                                                                                                                                                                                                                                                                                              |            |                                                                                                                                                                                                              |            |                                                                                                                       |            |                                                                                        |            |
| gelede .....                                                                    | 133,00                                                                                                                                                                                                                                                                                                                                                                       | 140,50     | 120,85                                                                                                                                                                                                       | 127,75     | 99,50                                                                                                                 | 105,00     | 78,00                                                                                  | 82,50      |
| nie-gelede .....                                                                | 127,50                                                                                                                                                                                                                                                                                                                                                                       | 135,00     | 115,85                                                                                                                                                                                                       | 122,75     | 95,50                                                                                                                 | 101,00     | 74,50                                                                                  | 79,00      |
| ekstra swaar motorvoertuig—                                                     |                                                                                                                                                                                                                                                                                                                                                                              |            |                                                                                                                                                                                                              |            |                                                                                                                       |            |                                                                                        |            |
| gelede .....                                                                    | 142,50                                                                                                                                                                                                                                                                                                                                                                       | 150,00     | 129,35                                                                                                                                                                                                       | 136,25     | 106,50                                                                                                                | 112,00     | 83,50                                                                                  | 88,00      |
| nie-gelede .....                                                                | 137,50                                                                                                                                                                                                                                                                                                                                                                       | 145,00     | 123,85                                                                                                                                                                                                       | 130,75     | 102,00                                                                                                                | 107,50     | 80,00                                                                                  | 84,50      |
| ultra swaar motorvoertuig .....                                                 | 148,50                                                                                                                                                                                                                                                                                                                                                                       | 156,00     | 134,85                                                                                                                                                                                                       | 141,75     | 111,00                                                                                                                | 116,50     | 81,50                                                                                  | 92,00      |
| Eerstehulpassistent .....                                                       | 84,00                                                                                                                                                                                                                                                                                                                                                                        | 91,50      | 76,35                                                                                                                                                                                                        | 83,25      | 63,00                                                                                                                 | 68,50      | 48,00                                                                                  | 52,50      |
| Eerstehulpbediener .....                                                        | 96,00                                                                                                                                                                                                                                                                                                                                                                        | 103,50     | 86,85                                                                                                                                                                                                        | 93,75      | 71,50                                                                                                                 | 77,00      | 55,00                                                                                  | 59,50      |
| Fabrieksklerk—                                                                  |                                                                                                                                                                                                                                                                                                                                                                              |            |                                                                                                                                                                                                              |            |                                                                                                                       |            |                                                                                        |            |
| gedurende die eerste ses maande ondervinding .....                              | 84,00                                                                                                                                                                                                                                                                                                                                                                        | 91,50      | 76,35                                                                                                                                                                                                        | 83,25      | 63,00                                                                                                                 | 68,50      | 48,00                                                                                  | 52,50      |
| gedurende die tweede ses maande ondervinding .....                              | 89,50                                                                                                                                                                                                                                                                                                                                                                        | 97,00      | 81,35                                                                                                                                                                                                        | 88,25      | 67,00                                                                                                                 | 72,50      | 51,50                                                                                  | 56,00      |
| daarna .....                                                                    | 95,50                                                                                                                                                                                                                                                                                                                                                                        | 103,00     | 86,85                                                                                                                                                                                                        | 93,75      | 71,50                                                                                                                 | 77,00      | 55,00                                                                                  | 60,50      |

|                                                    | In die landdrostdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Delmas, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereniging en Wynberg  |            | In die landdrostdistrikte Bloemfontein, Kimberley, Klerksdorp, Odendaarsrus, Oos-Londen, Paarl, Pietermaritzburg, Potchefstroom, Strand, Somers-Wes, Stellenbosch, Virginia, Welkom, Wellington en Witbank |            | In alle gebiede (uitgesonderd met betrekking tot die Houer- en Mosaïekteëlseksie, die munisipale gebied van Estcourt) |            | Die munisipale gebied van Estcourt met betrekking tot die Houers- en Mosaïekteëlseksie |            |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------|------------|----------------------------------------------------------------------------------------|------------|
|                                                    | Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het                                                                                                                                                                                                                                                                                                   | Daarna     | Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het                                                                                                                                | Daarna     | Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het                                           | Daarna     | Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het            | Daarna     |
|                                                    | R per week                                                                                                                                                                                                                                                                                                                                                                    | R per week | R per week                                                                                                                                                                                                 | R per week | R per week                                                                                                            | R per week | R per week                                                                             | R per week |
| Fabrieksvragmotordrywer .....                      | 84,00                                                                                                                                                                                                                                                                                                                                                                         | 91,50      | 76,35                                                                                                                                                                                                      | 83,25      | 63,00                                                                                                                 | 68,50      | 48,00                                                                                  | 52,50      |
| Faktotum .....                                     | 104,50                                                                                                                                                                                                                                                                                                                                                                        | 112,00     | 94,85                                                                                                                                                                                                      | 101,75     | 78,00                                                                                                                 | 83,50      | 60,50                                                                                  | 65,00      |
| Ketelbediener .....                                | 84,00                                                                                                                                                                                                                                                                                                                                                                         | 91,50      | 76,35                                                                                                                                                                                                      | 83,25      | 63,00                                                                                                                 | 68,50      | 48,00                                                                                  | 52,50      |
| Kratmaker .....                                    | 84,00                                                                                                                                                                                                                                                                                                                                                                         | 91,50      | 76,35                                                                                                                                                                                                      | 83,25      | 63,00                                                                                                                 | 68,50      | 48,00                                                                                  | 52,50      |
| Klerk—                                             |                                                                                                                                                                                                                                                                                                                                                                               |            |                                                                                                                                                                                                            |            |                                                                                                                       |            |                                                                                        |            |
| gedurende die eerste jaar ondervinding .....       | 95,50                                                                                                                                                                                                                                                                                                                                                                         | 103,00     | 86,85                                                                                                                                                                                                      | 93,75      | 71,50                                                                                                                 | 77,00      | 55,00                                                                                  | 59,50      |
| gedurende die tweede jaar ondervinding .....       | 116,00                                                                                                                                                                                                                                                                                                                                                                        | 123,50     | 105,35                                                                                                                                                                                                     | 112,25     | 87,00                                                                                                                 | 92,50      | 67,50                                                                                  | 72,00      |
| gedurende die derde jaar ondervinding .....        | 136,00                                                                                                                                                                                                                                                                                                                                                                        | 143,50     | 123,85                                                                                                                                                                                                     | 130,75     | 102,00                                                                                                                | 107,50     | 79,50                                                                                  | 84,00      |
| daarna .....                                       | 156,50                                                                                                                                                                                                                                                                                                                                                                        | 164,00     | 142,35                                                                                                                                                                                                     | 149,25     | 117,50                                                                                                                | 123,00     | 92,00                                                                                  | 96,50      |
| Masjienfaktotum .....                              | 122,00                                                                                                                                                                                                                                                                                                                                                                        | 129,50     | 110,85                                                                                                                                                                                                     | 117,75     | 92,00                                                                                                                 | 97,50      | 71,00                                                                                  | 75,50      |
| Onderbaas .....                                    | 84,00                                                                                                                                                                                                                                                                                                                                                                         | 91,50      | 76,35                                                                                                                                                                                                      | 83,25      | 63,00                                                                                                                 | 68,50      | 48,00                                                                                  | 52,50      |
| Reisende verteenwoordiger—                         |                                                                                                                                                                                                                                                                                                                                                                               |            |                                                                                                                                                                                                            |            |                                                                                                                       |            |                                                                                        |            |
| gedurende die eerste jaar ondervinding .....       | 145,00                                                                                                                                                                                                                                                                                                                                                                        | 152,50     | 131,85                                                                                                                                                                                                     | 138,75     | 108,50                                                                                                                | 114,00     | 85,00                                                                                  | 89,50      |
| gedurende die tweede jaar ondervinding .....       | 158,50                                                                                                                                                                                                                                                                                                                                                                        | 166,00     | 144,35                                                                                                                                                                                                     | 151,25     | 120,50                                                                                                                | 126,00     | 93,00                                                                                  | 97,50      |
| gedurende die derde jaar ondervinding .....        | 172,50                                                                                                                                                                                                                                                                                                                                                                        | 180,00     | 156,85                                                                                                                                                                                                     | 163,75     | 132,00                                                                                                                | 137,50     | 101,50                                                                                 | 106,00     |
| gedurende die vierde jaar ondervinding .....       | 186,50                                                                                                                                                                                                                                                                                                                                                                        | 194,00     | 169,35                                                                                                                                                                                                     | 176,25     | 144,00                                                                                                                | 149,50     | 110,00                                                                                 | 114,50     |
| daarna .....                                       | 200,00                                                                                                                                                                                                                                                                                                                                                                        | 207,50     | 181,85                                                                                                                                                                                                     | 188,75     | 156,00                                                                                                                | 161,50     | 118,00                                                                                 | 122,50     |
| Reisende verteenwoordiger se assistent .....       | 90,00                                                                                                                                                                                                                                                                                                                                                                         | 97,50      | 81,85                                                                                                                                                                                                      | 88,75      | 68,00                                                                                                                 | 73,50      | 51,00                                                                                  | 55,50      |
| Sandstraler—                                       |                                                                                                                                                                                                                                                                                                                                                                               |            |                                                                                                                                                                                                            |            |                                                                                                                       |            |                                                                                        |            |
| gedurende die eerste ses maande ondervinding ..... | 78,50                                                                                                                                                                                                                                                                                                                                                                         | 86,00      | 71,35                                                                                                                                                                                                      | 78,25      | 58,50                                                                                                                 | 64,00      | 45,00                                                                                  | 49,50      |
| daarna .....                                       | 84,00                                                                                                                                                                                                                                                                                                                                                                         | 91,50      | 76,35                                                                                                                                                                                                      | 83,25      | 63,00                                                                                                                 | 68,50      | 48,00                                                                                  | 52,50      |
| Sekuriteitswag .....                               | 96,00                                                                                                                                                                                                                                                                                                                                                                         | 103,50     | 86,85                                                                                                                                                                                                      | 93,75      | 71,50                                                                                                                 | 77,00      | 55,00                                                                                  | 59,50      |
| Spanleier .....                                    | Ten opsigte van elke week van diens, die voorgeskrewe weeklikse loon vir die werknemerklas oor wie hy toesig hou in die gebied waarin hy werk, plus vyf persent: Met dien verstande dat indien die voorgeskrewe loon vir die werknemerklas 'n glyskaal is, die uitdrukking "weeklikse loon" die weeklikse loon vir 'n gekwalifiseerde werknemer van daardie klas sal beteken. |            |                                                                                                                                                                                                            |            |                                                                                                                       |            |                                                                                        |            |
| Verpakker .....                                    | 78,50                                                                                                                                                                                                                                                                                                                                                                         | 86,00      | 71,35                                                                                                                                                                                                      | 78,25      | 58,50                                                                                                                 | 64,00      | 45,00                                                                                  | 49,50      |
| Voorman .....                                      | 203,00                                                                                                                                                                                                                                                                                                                                                                        | 210,50     | 184,85                                                                                                                                                                                                     | 191,75     | 152,00                                                                                                                | 157,50     | 120,00                                                                                 | 124,50     |

|                                                                         | In die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Delmas, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereniging en Wynberg |            | In die landdrosdistrikte Bloemfontein, Kimberley, Klerksdorp, Odendaalsrus, Oos-Londen, Paarl, Pietermaritzburg, Potchefstroom, Strand, Somerset-Wes, Stellenbosch, Virginia, Welkom, Wellington en Witbank |            | In alle gebiede (uitgesonderd met betrekking tot die Houer- en Mosaïekteëlseksie, die munisipale gebied van Estcourt) |            | Die munisipale gebied van Estcourt met betrekking tot die Houers- en Mosaïekteëlseksie |            |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------|------------|----------------------------------------------------------------------------------------|------------|
|                                                                         | Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het                                                                                                                                                                                                                                                                                                 | Daarna     | Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het                                                                                                                                 | Daarna     | Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het                                           | Daarna     | Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het            | Daarna     |
|                                                                         | R per week                                                                                                                                                                                                                                                                                                                                                                  | R per week | R per week                                                                                                                                                                                                  | R per week | R per week                                                                                                            | R per week | R per week                                                                             | R per week |
| Wag.....                                                                | 87,00                                                                                                                                                                                                                                                                                                                                                                       | 94,50      | 79,35                                                                                                                                                                                                       | 86,25      | 65,00                                                                                                                 | 70,50      | 50,00                                                                                  | 54,50      |
| Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie..... | 84,00                                                                                                                                                                                                                                                                                                                                                                       | 91,50      | 76,35                                                                                                                                                                                                       | 83,25      | 63,00                                                                                                                 | 68,50      | 48,00                                                                                  | 52,50      |
| <b>(B) In die Houer- en Mosaïekteëlseksie</b>                           |                                                                                                                                                                                                                                                                                                                                                                             |            |                                                                                                                                                                                                             |            |                                                                                                                       |            |                                                                                        |            |
| Glasmengselbereider—                                                    |                                                                                                                                                                                                                                                                                                                                                                             |            |                                                                                                                                                                                                             |            |                                                                                                                       |            |                                                                                        |            |
| gedurende die eerste ses maande ondervinding.....                       | 93,00                                                                                                                                                                                                                                                                                                                                                                       | 100,50     | 91,35                                                                                                                                                                                                       | 98,25      | 69,50                                                                                                                 | 75,00      | 53,50                                                                                  | 58,00      |
| gedurende die tweede ses maande ondervinding.....                       | 115,50                                                                                                                                                                                                                                                                                                                                                                      | 123,00     | 113,85                                                                                                                                                                                                      | 120,75     | 86,00                                                                                                                 | 91,50      | 67,00                                                                                  | 72,50      |
| daarna.....                                                             | 137,50                                                                                                                                                                                                                                                                                                                                                                      | 145,00     | 135,85                                                                                                                                                                                                      | 142,75     | 103,00                                                                                                                | 108,50     | 80,50                                                                                  | 85,00      |
| Houermasjienbediener—                                                   |                                                                                                                                                                                                                                                                                                                                                                             |            |                                                                                                                                                                                                             |            |                                                                                                                       |            |                                                                                        |            |
| gedurende die eerste ses maande ondervinding.....                       | 93,00                                                                                                                                                                                                                                                                                                                                                                       | 100,50     | 91,35                                                                                                                                                                                                       | 98,25      | 69,50                                                                                                                 | 75,00      | 53,50                                                                                  | 58,00      |
| gedurende die tweede ses maande ondervinding.....                       | 104,50                                                                                                                                                                                                                                                                                                                                                                      | 112,00     | 102,85                                                                                                                                                                                                      | 109,75     | 78,00                                                                                                                 | 83,50      | 60,50                                                                                  | 65,00      |
| daarna.....                                                             | 116,00                                                                                                                                                                                                                                                                                                                                                                      | 123,50     | 114,35                                                                                                                                                                                                      | 121,25     | 87,00                                                                                                                 | 92,50      | 67,50                                                                                  | 72,00      |
| Oondbediener.....                                                       | Soos vir 'n glasmengselbereider                                                                                                                                                                                                                                                                                                                                             |            |                                                                                                                                                                                                             |            |                                                                                                                       |            |                                                                                        |            |
| Werknemer, graad I—                                                     |                                                                                                                                                                                                                                                                                                                                                                             |            |                                                                                                                                                                                                             |            |                                                                                                                       |            |                                                                                        |            |
| gedurende die eerste drie maande ondervinding.....                      | 78,50                                                                                                                                                                                                                                                                                                                                                                       | 86,00      | 76,85                                                                                                                                                                                                       | 83,75      | 58,50                                                                                                                 | 64,00      | 45,00                                                                                  | 49,50      |
| daarna.....                                                             | 81,50                                                                                                                                                                                                                                                                                                                                                                       | 89,00      | 81,85                                                                                                                                                                                                       | 88,75      | 66,50                                                                                                                 | 72,00      | 46,50                                                                                  | 51,00      |
| Gietvormskoonmaker.....                                                 | 100,50                                                                                                                                                                                                                                                                                                                                                                      | 108,00     | 98,85                                                                                                                                                                                                       | 105,75     | 75,00                                                                                                                 | 80,50      | 58,00                                                                                  | 62,50      |
| Gietvormbersteller—                                                     |                                                                                                                                                                                                                                                                                                                                                                             |            |                                                                                                                                                                                                             |            |                                                                                                                       |            |                                                                                        |            |
| gedurende die eerste jaar ondervinding.....                             | 151,00                                                                                                                                                                                                                                                                                                                                                                      | 158,50     | 149,35                                                                                                                                                                                                      | 156,25     | 113,00                                                                                                                | 118,50     | 88,50                                                                                  | 93,00      |
| gedurende die tweede jaar ondervinding.....                             | 158,50                                                                                                                                                                                                                                                                                                                                                                      | 166,00     | 156,85                                                                                                                                                                                                      | 163,75     | 119,00                                                                                                                | 124,50     | 93,00                                                                                  | 97,50      |
| gedurende die derde jaar ondervinding.....                              | 167,50                                                                                                                                                                                                                                                                                                                                                                      | 175,00     | 164,85                                                                                                                                                                                                      | 171,75     | 124,50                                                                                                                | 130,00     | 98,00                                                                                  | 102,50     |
| gedurende die vierde jaar ondervinding.....                             | 174,00                                                                                                                                                                                                                                                                                                                                                                      | 181,50     | 172,35                                                                                                                                                                                                      | 179,25     | 130,50                                                                                                                | 136,00     | 102,50                                                                                 | 107,00     |
| daarna.....                                                             | 182,00                                                                                                                                                                                                                                                                                                                                                                      | 189,50     | 180,35                                                                                                                                                                                                      | 187,25     | 136,50                                                                                                                | 142,00     | 107,50                                                                                 | 112,00     |
| Prosestegnikus—                                                         |                                                                                                                                                                                                                                                                                                                                                                             |            |                                                                                                                                                                                                             |            |                                                                                                                       |            |                                                                                        |            |
| gedurende die eerste jaar ondervinding.....                             | 167,50                                                                                                                                                                                                                                                                                                                                                                      | 175,00     | 165,85                                                                                                                                                                                                      | 172,75     | 125,50                                                                                                                | 131,00     | 98,50                                                                                  | 103,00     |
| daarna.....                                                             | 182,00                                                                                                                                                                                                                                                                                                                                                                      | 189,50     | 180,35                                                                                                                                                                                                      | 187,25     | 136,50                                                                                                                | 142,00     | 107,50                                                                                 | 112,00     |



|                                                    | In die landdrostdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Delmas, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging en Wynberg |            | In die landdrostdistrikte Bloemfontein, Kimberley, Klerksdorp, Odendaalsrus, Oos-Londen, Paarl, Pietermaritzburg, Potchefstroom, Strand, Somerset-Wes, Stellenbosch, Virginia, Welkom, Wellington en Witbank |            | In alle ander gebiede                                                       |            |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------------------|------------|
|                                                    | Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het                                                                                                                                                                                                                                                                                                   | Daarna     | Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het                                                                                                                                  | Daarna     | Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het | Daarna     |
|                                                    | R per week                                                                                                                                                                                                                                                                                                                                                                    | R per week | R per week                                                                                                                                                                                                   | R per week | R per week                                                                  | R per week |
| <b>(C) In die Platwareseksie</b>                   |                                                                                                                                                                                                                                                                                                                                                                               |            |                                                                                                                                                                                                              |            |                                                                             |            |
| <b>Boorwerker—</b>                                 |                                                                                                                                                                                                                                                                                                                                                                               |            |                                                                                                                                                                                                              |            |                                                                             |            |
| gedurende die eerste ses maande ondervinding ..... | 78,50                                                                                                                                                                                                                                                                                                                                                                         | 86,00      | 71,35                                                                                                                                                                                                        | 78,25      | 58,50                                                                       | 64,00      |
| gedurende die tweede ses maande ondervinding ..... | 84,00                                                                                                                                                                                                                                                                                                                                                                         | 91,50      | 76,35                                                                                                                                                                                                        | 83,25      | 63,00                                                                       | 68,50      |
| daarna .....                                       | 90,00                                                                                                                                                                                                                                                                                                                                                                         | 97,50      | 81,85                                                                                                                                                                                                        | 88,75      | 68,00                                                                       | 73,50      |
| <b>Glasafskuinser—</b>                             |                                                                                                                                                                                                                                                                                                                                                                               |            |                                                                                                                                                                                                              |            |                                                                             |            |
| gedurende die eerste jaar ondervinding .....       | 78,50                                                                                                                                                                                                                                                                                                                                                                         | 86,00      | 71,35                                                                                                                                                                                                        | 78,25      | 58,50                                                                       | 64,00      |
| gedurende die tweede jaar ondervinding .....       | 86,00                                                                                                                                                                                                                                                                                                                                                                         | 93,50      | 77,85                                                                                                                                                                                                        | 83,75      | 64,00                                                                       | 69,50      |
| gedurende die derde jaar ondervinding .....        | 93,00                                                                                                                                                                                                                                                                                                                                                                         | 100,50     | 84,85                                                                                                                                                                                                        | 91,75      | 69,50                                                                       | 75,00      |
| daarna .....                                       | 100,50                                                                                                                                                                                                                                                                                                                                                                        | 108,00     | 91,35                                                                                                                                                                                                        | 98,25      | 75,00                                                                       | 80,50      |
| <b>Glassnyer, graad I—</b>                         |                                                                                                                                                                                                                                                                                                                                                                               |            |                                                                                                                                                                                                              |            |                                                                             |            |
| gedurende die eerste jaar ondervinding .....       | 78,50                                                                                                                                                                                                                                                                                                                                                                         | 86,00      | 71,35                                                                                                                                                                                                        | 78,25      | 58,50                                                                       | 64,00      |
| gedurende die tweede jaar ondervinding .....       | 94,50                                                                                                                                                                                                                                                                                                                                                                         | 102,00     | 85,85                                                                                                                                                                                                        | 91,75      | 70,50                                                                       | 76,00      |
| gedurende die derde jaar ondervinding .....        | 110,50                                                                                                                                                                                                                                                                                                                                                                        | 118,00     | 100,35                                                                                                                                                                                                       | 107,25     | 83,00                                                                       | 88,50      |
| daarna .....                                       | 126,50                                                                                                                                                                                                                                                                                                                                                                        | 134,00     | 114,85                                                                                                                                                                                                       | 121,75     | 95,00                                                                       | 100,50     |
| <b>Glassnyer, graad II—</b>                        |                                                                                                                                                                                                                                                                                                                                                                               |            |                                                                                                                                                                                                              |            |                                                                             |            |
| gedurende die eerste ses maande ondervinding ..... | Soos vir 'n boorwerker.                                                                                                                                                                                                                                                                                                                                                       |            |                                                                                                                                                                                                              |            |                                                                             |            |
| gedurende die tweede ses maande ondervinding ..... | Soos vir 'n glasafskuinser.                                                                                                                                                                                                                                                                                                                                                   |            |                                                                                                                                                                                                              |            |                                                                             |            |
| daarna .....                                       | 87,00                                                                                                                                                                                                                                                                                                                                                                         | 94,50      | 79,35                                                                                                                                                                                                        | 86,25      | 65,00                                                                       | 70,50      |
| <b>Glasversilweraar .....</b>                      |                                                                                                                                                                                                                                                                                                                                                                               |            |                                                                                                                                                                                                              |            |                                                                             |            |
| <b>Ondersoeker .....</b>                           |                                                                                                                                                                                                                                                                                                                                                                               |            |                                                                                                                                                                                                              |            |                                                                             |            |
| <b>Poleerder—</b>                                  |                                                                                                                                                                                                                                                                                                                                                                               |            |                                                                                                                                                                                                              |            |                                                                             |            |
| gedurende die eerste ses maande ondervinding ..... | Soos vir 'n boorwerker.                                                                                                                                                                                                                                                                                                                                                       |            |                                                                                                                                                                                                              |            |                                                                             |            |
| gedurende die tweede ses maande ondervinding ..... |                                                                                                                                                                                                                                                                                                                                                                               |            |                                                                                                                                                                                                              |            |                                                                             |            |
| daarna .....                                       |                                                                                                                                                                                                                                                                                                                                                                               |            |                                                                                                                                                                                                              |            |                                                                             |            |
| <b>Spuitverwer—</b>                                |                                                                                                                                                                                                                                                                                                                                                                               |            |                                                                                                                                                                                                              |            |                                                                             |            |
| gedurende die eerste ses maande ondervinding ..... | 78,50                                                                                                                                                                                                                                                                                                                                                                         | 86,00      | 71,35                                                                                                                                                                                                        | 78,25      | 58,50                                                                       | 64,00      |
| daarna .....                                       | 81,50                                                                                                                                                                                                                                                                                                                                                                         | 88,00      | 73,85                                                                                                                                                                                                        | 80,75      | 61,00                                                                       | 66,50      |

## (a) Employees other than casual employees:

|                                                 | In the Magisterial Districts of<br>Alberton, Bellville, Benoni,<br>Boksburg, Brakpan, Chatsworth,<br>Delmas, Durban, Germiston,<br>Goodwood, Inanda, Johannes-<br>burg, Kempton Park, Krugers-<br>dorp, Kuils River, Nigel, Ober-<br>holzer, Pinetown, Port Elizabeth,<br>Pretoria, Randburg, Randfontein,<br>Roodepoort, Sasolburg, Simon's<br>Town, Springs, The Cape, Uiten-<br>hage, Vanderbijlpark, Vereeni-<br>ging and Wynberg |            | In the Magisterial Districts of<br>Bloemfontein, East London,<br>Kimberley, Klerksdorp,<br>Odendaalsrus, Paarl, Pieter-<br>maritzburg, Potchefstroom,<br>Strand, Somerset West, Stellen-<br>bosch, Virginia, Welkom, Wel-<br>lington and Witbank |            | In all other areas (excluding in<br>respect of the Container and Mo-<br>saic Tile Sections, the municipal<br>area of Estcourt) |            | The municipal area of Estcourt in<br>respect of the Container and Mo-<br>saic Tile Sections |            |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------------------------------------------------------------------|------------|
|                                                 | During the first<br>12 months after<br>this determination<br>becomes binding                                                                                                                                                                                                                                                                                                                                                          | Thereafter | During the first<br>12 months after<br>this determination<br>becomes binding                                                                                                                                                                     | Thereafter | During the first<br>12 months after<br>this determination<br>becomes binding                                                   | Thereafter | During the first<br>12 months after<br>this determination<br>becomes binding                | Thereafter |
|                                                 | R per week                                                                                                                                                                                                                                                                                                                                                                                                                            | R per week | R per week                                                                                                                                                                                                                                       | R per week | R per week                                                                                                                     | R per week | R per week                                                                                  | R per week |
| <b>(A) In all sections of the Industry</b>      |                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |                                                                                                                                                                                                                                                  |            |                                                                                                                                |            |                                                                                             |            |
| Artisan.....                                    | 191,50                                                                                                                                                                                                                                                                                                                                                                                                                                | 199,00     | 173,85                                                                                                                                                                                                                                           | 180,75     | 143,50                                                                                                                         | 149,00     | 113,00                                                                                      | 117,50     |
| Assistant foreman.....                          | 168,50                                                                                                                                                                                                                                                                                                                                                                                                                                | 176,00     | 152,85                                                                                                                                                                                                                                           | 159,75     | 126,00                                                                                                                         | 131,50     | 99,00                                                                                       | 103,50     |
| Boiler attendant.....                           | 84,00                                                                                                                                                                                                                                                                                                                                                                                                                                 | 91,50      | 76,35                                                                                                                                                                                                                                            | 83,25      | 63,00                                                                                                                          | 68,50      | 48,00                                                                                       | 52,50      |
| Chargehand.....                                 | 84,00                                                                                                                                                                                                                                                                                                                                                                                                                                 | 91,50      | 76,35                                                                                                                                                                                                                                            | 83,25      | 63,00                                                                                                                          | 68,50      | 48,00                                                                                       | 52,50      |
| Chaffeur.....                                   | 90,00                                                                                                                                                                                                                                                                                                                                                                                                                                 | 97,50      | 81,85                                                                                                                                                                                                                                            | 88,75      | 68,00                                                                                                                          | 73,50      | 51,00                                                                                       | 55,50      |
| Clerk—                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |                                                                                                                                                                                                                                                  |            |                                                                                                                                |            |                                                                                             |            |
| during the first year of experience.....        | 95,50                                                                                                                                                                                                                                                                                                                                                                                                                                 | 103,00     | 86,85                                                                                                                                                                                                                                            | 93,75      | 71,50                                                                                                                          | 77,00      | 55,00                                                                                       | 59,50      |
| during the second year of experience.....       | 116,00                                                                                                                                                                                                                                                                                                                                                                                                                                | 123,50     | 105,35                                                                                                                                                                                                                                           | 112,25     | 87,00                                                                                                                          | 92,50      | 67,50                                                                                       | 72,00      |
| during the third year of experience.....        | 136,00                                                                                                                                                                                                                                                                                                                                                                                                                                | 143,50     | 123,85                                                                                                                                                                                                                                           | 130,75     | 102,00                                                                                                                         | 107,50     | 79,50                                                                                       | 84,00      |
| thereafter.....                                 | 156,50                                                                                                                                                                                                                                                                                                                                                                                                                                | 164,00     | 142,35                                                                                                                                                                                                                                           | 149,25     | 117,50                                                                                                                         | 123,00     | 92,00                                                                                       | 96,50      |
| Cratemaker.....                                 | 84,00                                                                                                                                                                                                                                                                                                                                                                                                                                 | 91,50      | 76,35                                                                                                                                                                                                                                            | 83,25      | 63,00                                                                                                                          | 68,50      | 48,00                                                                                       | 52,50      |
| Driver of—                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |                                                                                                                                                                                                                                                  |            |                                                                                                                                |            |                                                                                             |            |
| a light motor vehicle.....                      | 90,00                                                                                                                                                                                                                                                                                                                                                                                                                                 | 97,50      | 81,85                                                                                                                                                                                                                                            | 88,75      | 68,00                                                                                                                          | 73,50      | 52,00                                                                                       | 56,50      |
| a medium motor vehicle (articulated).....       | 115,00                                                                                                                                                                                                                                                                                                                                                                                                                                | 122,50     | 104,35                                                                                                                                                                                                                                           | 111,25     | 86,00                                                                                                                          | 91,50      | 67,00                                                                                       | 71,50      |
| a medium motor vehicle (rigid).....             | 110,50                                                                                                                                                                                                                                                                                                                                                                                                                                | 118,00     | 100,35                                                                                                                                                                                                                                           | 107,25     | 82,50                                                                                                                          | 88,00      | 64,00                                                                                       | 68,50      |
| a heavy motor vehicle (articulated).....        | 133,00                                                                                                                                                                                                                                                                                                                                                                                                                                | 140,50     | 120,85                                                                                                                                                                                                                                           | 127,75     | 99,50                                                                                                                          | 105,00     | 78,00                                                                                       | 82,50      |
| a heavy motor vehicle (rigid).....              | 127,50                                                                                                                                                                                                                                                                                                                                                                                                                                | 135,00     | 115,85                                                                                                                                                                                                                                           | 122,75     | 95,50                                                                                                                          | 101,00     | 74,50                                                                                       | 79,00      |
| an extra heavy motor vehicle (articulated)..... | 142,50                                                                                                                                                                                                                                                                                                                                                                                                                                | 150,00     | 129,35                                                                                                                                                                                                                                           | 136,25     | 106,50                                                                                                                         | 112,00     | 83,50                                                                                       | 88,00      |
| an extra heavy motor vehicle (rigid).....       | 137,50                                                                                                                                                                                                                                                                                                                                                                                                                                | 145,00     | 123,85                                                                                                                                                                                                                                           | 130,75     | 102,00                                                                                                                         | 107,50     | 80,00                                                                                       | 84,50      |
| an ultra heavy motor vehicle.....               | 148,50                                                                                                                                                                                                                                                                                                                                                                                                                                | 156,00     | 134,85                                                                                                                                                                                                                                           | 141,75     | 111,00                                                                                                                         | 116,50     | 87,50                                                                                       | 92,00      |
| Factory clerk—                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |                                                                                                                                                                                                                                                  |            |                                                                                                                                |            |                                                                                             |            |
| during the first six months of experience.....  | 84,00                                                                                                                                                                                                                                                                                                                                                                                                                                 | 91,50      | 76,35                                                                                                                                                                                                                                            | 83,25      | 63,00                                                                                                                          | 68,50      | 48,00                                                                                       | 52,50      |
| during the second six months of experience..... | 89,50                                                                                                                                                                                                                                                                                                                                                                                                                                 | 97,00      | 81,35                                                                                                                                                                                                                                            | 88,25      | 67,00                                                                                                                          | 72,50      | 51,50                                                                                       | 56,00      |
| thereafter.....                                 | 95,50                                                                                                                                                                                                                                                                                                                                                                                                                                 | 103,00     | 86,85                                                                                                                                                                                                                                            | 93,75      | 71,50                                                                                                                          | 77,00      | 55,00                                                                                       | 60,50      |
| Factory truck driver.....                       | 84,00                                                                                                                                                                                                                                                                                                                                                                                                                                 | 91,50      | 76,35                                                                                                                                                                                                                                            | 83,25      | 63,00                                                                                                                          | 68,50      | 48,00                                                                                       | 52,50      |
| First-aid assistant.....                        | 84,00                                                                                                                                                                                                                                                                                                                                                                                                                                 | 91,50      | 76,35                                                                                                                                                                                                                                            | 83,25      | 63,00                                                                                                                          | 68,50      | 48,00                                                                                       | 52,50      |
| First-aid attendant.....                        | 96,00                                                                                                                                                                                                                                                                                                                                                                                                                                 | 103,50     | 86,85                                                                                                                                                                                                                                            | 93,75      | 71,50                                                                                                                          | 77,00      | 55,00                                                                                       | 59,50      |
| Foreman.....                                    | 203,00                                                                                                                                                                                                                                                                                                                                                                                                                                | 210,50     | 184,85                                                                                                                                                                                                                                           | 191,75     | 152,00                                                                                                                         | 157,50     | 120,00                                                                                      | 124,50     |

|                                                                        | In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Delmas, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging and Wynberg |            | In the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Odendaalsrus, Paarl, Pietermaritzburg, Potchefstroom, Strand, Somerset West, Stellenbosch, Virginia, Welkom, Wellington and Witbank |            | In all other areas (excluding in respect of the Container and Mosaic Tile Sections, the municipal area of Estcourt) |            | The municipal area of Estcourt in respect of the Container and Mosaic Tile Sections |            |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------|------------|-------------------------------------------------------------------------------------|------------|
|                                                                        | During the first 12 months after this determination becomes binding                                                                                                                                                                                                                                                                                                                     | Thereafter | During the first 12 months after this determination becomes binding                                                                                                                                                   | Thereafter | During the first 12 months after this determination becomes binding                                                 | Thereafter | During the first 12 months after this determination becomes binding                 | Thereafter |
|                                                                        | R per week                                                                                                                                                                                                                                                                                                                                                                              | R per week | R per week                                                                                                                                                                                                            | R per week | R per week                                                                                                          | R per week | R per week                                                                          | R per week |
| <b>General worker—</b>                                                 |                                                                                                                                                                                                                                                                                                                                                                                         |            |                                                                                                                                                                                                                       |            |                                                                                                                     |            |                                                                                     |            |
| during the first six months of employment with the same employer       | 68,00                                                                                                                                                                                                                                                                                                                                                                                   | 74,50      | 61,50                                                                                                                                                                                                                 | 68,00      | 51,00                                                                                                               | 56,00      | 38,50                                                                               | 42,50      |
| thereafter                                                             | 75,50                                                                                                                                                                                                                                                                                                                                                                                   | 83,00      | 68,60                                                                                                                                                                                                                 | 75,50      | 56,50                                                                                                               | 62,00      | 43,00                                                                               | 47,50      |
| <b>Handyman</b>                                                        | 104,50                                                                                                                                                                                                                                                                                                                                                                                  | 112,00     | 94,85                                                                                                                                                                                                                 | 101,75     | 78,00                                                                                                               | 83,50      | 60,50                                                                               | 65,00      |
| <b>Machine handyman</b>                                                | 122,00                                                                                                                                                                                                                                                                                                                                                                                  | 129,50     | 110,85                                                                                                                                                                                                                | 117,75     | 92,00                                                                                                               | 97,50      | 71,00                                                                               | 75,50      |
| <b>Mobile hoist operator</b>                                           | 84,00                                                                                                                                                                                                                                                                                                                                                                                   | 91,50      | 76,35                                                                                                                                                                                                                 | 83,25      | 63,00                                                                                                               | 68,50      | 48,00                                                                               | 52,50      |
| <b>Packer</b>                                                          | 78,50                                                                                                                                                                                                                                                                                                                                                                                   | 86,00      | 71,35                                                                                                                                                                                                                 | 78,25      | 58,50                                                                                                               | 64,00      | 45,00                                                                               | 49,50      |
| <b>Power-driven band or circular saw operator</b>                      | 84,00                                                                                                                                                                                                                                                                                                                                                                                   | 91,50      | 76,35                                                                                                                                                                                                                 | 83,25      | 63,00                                                                                                               | 68,50      | 48,00                                                                               | 52,50      |
| <b>Sandblaster—</b>                                                    |                                                                                                                                                                                                                                                                                                                                                                                         |            |                                                                                                                                                                                                                       |            |                                                                                                                     |            |                                                                                     |            |
| during the first six months of experience                              | 78,50                                                                                                                                                                                                                                                                                                                                                                                   | 86,00      | 71,35                                                                                                                                                                                                                 | 78,25      | 58,50                                                                                                               | 64,00      | 45,00                                                                               | 49,50      |
| thereafter                                                             | 84,00                                                                                                                                                                                                                                                                                                                                                                                   | 91,50      | 76,35                                                                                                                                                                                                                 | 83,25      | 63,00                                                                                                               | 68,50      | 48,00                                                                               | 52,50      |
| <b>Security guard</b>                                                  | 96,00                                                                                                                                                                                                                                                                                                                                                                                   | 103,50     | 86,85                                                                                                                                                                                                                 | 93,75      | 71,50                                                                                                               | 77,00      | 55,00                                                                               | 59,50      |
| <b>Team leader</b>                                                     | For every week of employment, the weekly wage prescribed for the class of employee which he supervises in the area in which he works, plus five per cent: Provided that if wages are prescribed for such class of employee on a rising scale, the expression "weekly wage" shall mean the weekly wage for a qualified employee of that class.                                           |            |                                                                                                                                                                                                                       |            |                                                                                                                     |            |                                                                                     |            |
| <b>Travelling representative—</b>                                      |                                                                                                                                                                                                                                                                                                                                                                                         |            |                                                                                                                                                                                                                       |            |                                                                                                                     |            |                                                                                     |            |
| during the first year of experience                                    | 145,00                                                                                                                                                                                                                                                                                                                                                                                  | 152,50     | 131,85                                                                                                                                                                                                                | 138,75     | 108,50                                                                                                              | 114,00     | 85,00                                                                               | 89,50      |
| during the second year of experience                                   | 158,50                                                                                                                                                                                                                                                                                                                                                                                  | 166,00     | 144,35                                                                                                                                                                                                                | 151,25     | 120,50                                                                                                              | 126,00     | 93,00                                                                               | 97,50      |
| during the third year of experience                                    | 172,50                                                                                                                                                                                                                                                                                                                                                                                  | 180,00     | 156,85                                                                                                                                                                                                                | 163,75     | 132,00                                                                                                              | 137,50     | 101,50                                                                              | 106,00     |
| during the fourth year of experience                                   | 186,50                                                                                                                                                                                                                                                                                                                                                                                  | 194,00     | 169,35                                                                                                                                                                                                                | 176,25     | 144,00                                                                                                              | 149,50     | 110,00                                                                              | 114,50     |
| thereafter                                                             | 200,00                                                                                                                                                                                                                                                                                                                                                                                  | 207,50     | 181,85                                                                                                                                                                                                                | 188,75     | 156,00                                                                                                              | 161,50     | 118,00                                                                              | 122,50     |
| <b>Travelling representative's assistant</b>                           | 90,00                                                                                                                                                                                                                                                                                                                                                                                   | 97,50      | 81,85                                                                                                                                                                                                                 | 88,75      | 68,00                                                                                                               | 73,50      | 51,00                                                                               | 55,50      |
| <b>Watchman</b>                                                        | 87,00                                                                                                                                                                                                                                                                                                                                                                                   | 94,50      | 79,35                                                                                                                                                                                                                 | 86,25      | 65,00                                                                                                               | 70,50      | 50,00                                                                               | 54,50      |
| <b>Employee not elsewhere in this subclause specifically mentioned</b> | 84,00                                                                                                                                                                                                                                                                                                                                                                                   | 91,50      | 76,35                                                                                                                                                                                                                 | 83,25      | 63,00                                                                                                               | 68,50      | 48,00                                                                               | 52,50      |



|                                                     | In the Magisterial Districts of<br>Alberton, Bellville, Benoni,<br>Boksburg, Brakpan, Chatsworth,<br>Delmas, Durban, Germiston,<br>Goodwood, Inanda, Johannes-<br>burg, Kempton Park, Krugers-<br>dorp, Kuils River, Nigel, Ober-<br>holzer, Pinetown, Port Elizabeth,<br>Pretoria, Randburg, Randfontein,<br>Roodepoort, Sasolburg, Simon's<br>Town, Springs, The Cape, Uiten-<br>hage, Vanderbijlpark, Vereeni-<br>ging and Wynberg |            | In the Magisterial Districts of<br>Bloemfontein, East London,<br>Kimberley, Klerksdorp,<br>Odendaalsrus, Paarl, Pieter-<br>maritzburg, Potchefstroom,<br>Strand, Somerset West, Stellen-<br>bosch, Virginia, Welkom, Wel-<br>lington and Witbank |            | In all other areas (excluding in<br>respect of the Container and Mo-<br>saic Tile Sections, the municipal<br>area of Estcourt) |            | The municipal area of Estcourt in<br>respect of the Container and Mo-<br>saic Tile Sections |            |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------------------------------------------------------------------|------------|
|                                                     | During the first<br>12 months after<br>this determination<br>becomes binding                                                                                                                                                                                                                                                                                                                                                          | Thereafter | During the first<br>12 months after<br>this determination<br>becomes binding                                                                                                                                                                     | Thereafter | During the first<br>12 months after<br>this determination<br>becomes binding                                                   | Thereafter | During the first<br>12 months after<br>this determination<br>becomes binding                | Thereafter |
|                                                     | R per week                                                                                                                                                                                                                                                                                                                                                                                                                            | R per week | R per week                                                                                                                                                                                                                                       | R per week | R per week                                                                                                                     | R per week | R per week                                                                                  | R per week |
| <b>(B) In the Container and Mosaic Tile Section</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |                                                                                                                                                                                                                                                  |            |                                                                                                                                |            |                                                                                             |            |
| <b>Batchman—</b>                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |                                                                                                                                                                                                                                                  |            |                                                                                                                                |            |                                                                                             |            |
| during the first six months of experience .....     | 93,00                                                                                                                                                                                                                                                                                                                                                                                                                                 | 100,50     | 91,35                                                                                                                                                                                                                                            | 98,25      | 69,50                                                                                                                          | 75,00      | 53,50                                                                                       | 58,00      |
| during the second six months of experience .....    | 115,50                                                                                                                                                                                                                                                                                                                                                                                                                                | 123,00     | 113,85                                                                                                                                                                                                                                           | 120,75     | 86,00                                                                                                                          | 91,50      | 67,00                                                                                       | 72,50      |
| thereafter .....                                    | 137,50                                                                                                                                                                                                                                                                                                                                                                                                                                | 145,00     | 135,85                                                                                                                                                                                                                                           | 142,75     | 103,00                                                                                                                         | 108,50     | 80,50                                                                                       | 85,00      |
| <b>Container-machine attendant—</b>                 |                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |                                                                                                                                                                                                                                                  |            |                                                                                                                                |            |                                                                                             |            |
| during the first six months of experience .....     | 93,00                                                                                                                                                                                                                                                                                                                                                                                                                                 | 100,50     | 91,35                                                                                                                                                                                                                                            | 98,25      | 69,50                                                                                                                          | 75,00      | 53,50                                                                                       | 58,00      |
| during the second six months of experience .....    | 104,50                                                                                                                                                                                                                                                                                                                                                                                                                                | 112,00     | 102,85                                                                                                                                                                                                                                           | 109,75     | 78,00                                                                                                                          | 83,50      | 60,50                                                                                       | 65,00      |
| thereafter .....                                    | 116,00                                                                                                                                                                                                                                                                                                                                                                                                                                | 123,50     | 114,35                                                                                                                                                                                                                                           | 121,25     | 87,00                                                                                                                          | 92,50      | 67,50                                                                                       | 72,00      |
| <b>Furnaceman .....</b>                             | As for a batchman                                                                                                                                                                                                                                                                                                                                                                                                                     |            |                                                                                                                                                                                                                                                  |            |                                                                                                                                |            |                                                                                             |            |
| <b>Grade I employee .....</b>                       |                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |                                                                                                                                                                                                                                                  |            |                                                                                                                                |            |                                                                                             |            |
| during the first three months of experience .....   | 78,50                                                                                                                                                                                                                                                                                                                                                                                                                                 | 86,00      | 76,85                                                                                                                                                                                                                                            | 83,75      | 58,50                                                                                                                          | 64,00      | 45,00                                                                                       | 49,50      |
| thereafter .....                                    | 81,50                                                                                                                                                                                                                                                                                                                                                                                                                                 | 89,00      | 81,85                                                                                                                                                                                                                                            | 88,75      | 66,50                                                                                                                          | 72,00      | 46,50                                                                                       | 51,00      |
| <b>Mould cleaner .....</b>                          | 100,50                                                                                                                                                                                                                                                                                                                                                                                                                                | 108,00     | 98,85                                                                                                                                                                                                                                            | 105,75     | 75,00                                                                                                                          | 80,50      | 58,00                                                                                       | 62,50      |
| <b>Mould repairer—</b>                              |                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |                                                                                                                                                                                                                                                  |            |                                                                                                                                |            |                                                                                             |            |
| during the first year of experience .....           | 151,00                                                                                                                                                                                                                                                                                                                                                                                                                                | 158,50     | 149,35                                                                                                                                                                                                                                           | 156,25     | 113,00                                                                                                                         | 118,50     | 88,50                                                                                       | 93,00      |
| during the second year of experience .....          | 158,50                                                                                                                                                                                                                                                                                                                                                                                                                                | 166,00     | 156,85                                                                                                                                                                                                                                           | 163,75     | 119,00                                                                                                                         | 124,50     | 93,00                                                                                       | 97,50      |
| during the third year of experience .....           | 167,50                                                                                                                                                                                                                                                                                                                                                                                                                                | 175,00     | 164,85                                                                                                                                                                                                                                           | 171,75     | 124,50                                                                                                                         | 130,00     | 98,00                                                                                       | 102,50     |
| during the fourth year of experience .....          | 174,00                                                                                                                                                                                                                                                                                                                                                                                                                                | 181,50     | 172,35                                                                                                                                                                                                                                           | 179,25     | 130,50                                                                                                                         | 136,00     | 102,50                                                                                      | 107,00     |
| thereafter .....                                    | 182,00                                                                                                                                                                                                                                                                                                                                                                                                                                | 189,50     | 180,35                                                                                                                                                                                                                                           | 187,25     | 136,50                                                                                                                         | 142,00     | 107,50                                                                                      | 112,00     |
| <b>Process technician—</b>                          |                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |                                                                                                                                                                                                                                                  |            |                                                                                                                                |            |                                                                                             |            |
| during the first year of experience .....           | 167,50                                                                                                                                                                                                                                                                                                                                                                                                                                | 175,00     | 165,85                                                                                                                                                                                                                                           | 172,75     | 125,50                                                                                                                         | 131,00     | 98,50                                                                                       | 103,00     |
| thereafter .....                                    | 182,00                                                                                                                                                                                                                                                                                                                                                                                                                                | 189,50     | 180,35                                                                                                                                                                                                                                           | 187,25     | 136,50                                                                                                                         | 142,00     | 107,50                                                                                      | 112,00     |

|                                                  | In the Magisterial Districts of<br>Alberton, Bellville, Benoni,<br>Boksburg, Brakpan, Chatsworth,<br>Delmas, Durban, Germiston,<br>Goodwood, Inanda, Johannes-<br>burg, Kempton Park, Krugers-<br>dorp, Kuils River, Nigel, Ober-<br>holzer, Pinetown, Port Elizabeth,<br>Pretoria, Randburg, Randfontein,<br>Roodepoort, Sasolburg, Simon's<br>Town, Springs, The Cape, Uiten-<br>hage, Vanderbijlpark, Vereeni-<br>ging and Wynberg |            | In the Magisterial Districts of<br>Bloemfontein, East London,<br>Kimberley, Klerksdorp, Oden-<br>daalsrus, Paarl, Pietermaritzburg,<br>Potchefstroom, Strand, Somerset<br>West, Stellenbosch, Virginia,<br>Welkom, Wellington and<br>Witbank |            | In all other areas                                                                 |            |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------------------------------------------------------------------|------------|
|                                                  | During the<br>first 12 months<br>after this<br>determination<br>becomes<br>binding                                                                                                                                                                                                                                                                                                                                                    | Thereafter | During the<br>first 12 months<br>after this<br>determination<br>becomes<br>binding                                                                                                                                                           | Thereafter | During the<br>first 12 months<br>after this<br>determination<br>becomes<br>binding | Thereafter |
|                                                  | R per week                                                                                                                                                                                                                                                                                                                                                                                                                            | R per week | R per week                                                                                                                                                                                                                                   | R per week | R per week                                                                         | R per week |
| <b>(C) In the Flat-ware Section</b>              |                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |                                                                                                                                                                                                                                              |            |                                                                                    |            |
| Driller—                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |                                                                                                                                                                                                                                              |            |                                                                                    |            |
| during the first six months of experience .....  | 78,50                                                                                                                                                                                                                                                                                                                                                                                                                                 | 86,00      | 71,35                                                                                                                                                                                                                                        | 78,25      | 58,50                                                                              | 64,00      |
| during the second six months of experience ..... | 84,00                                                                                                                                                                                                                                                                                                                                                                                                                                 | 91,50      | 76,35                                                                                                                                                                                                                                        | 83,25      | 63,00                                                                              | 68,50      |
| thereafter .....                                 | 90,00                                                                                                                                                                                                                                                                                                                                                                                                                                 | 97,50      | 81,85                                                                                                                                                                                                                                        | 88,75      | 68,00                                                                              | 73,50      |
| Examiner .....                                   | 87,00                                                                                                                                                                                                                                                                                                                                                                                                                                 | 94,50      | 79,35                                                                                                                                                                                                                                        | 86,25      | 65,00                                                                              | 70,50      |
| Glass beveller—                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |                                                                                                                                                                                                                                              |            |                                                                                    |            |
| during the first year of experience .....        | 78,50                                                                                                                                                                                                                                                                                                                                                                                                                                 | 86,00      | 71,35                                                                                                                                                                                                                                        | 78,25      | 58,50                                                                              | 64,00      |
| during the second year of experience .....       | 86,00                                                                                                                                                                                                                                                                                                                                                                                                                                 | 93,50      | 77,85                                                                                                                                                                                                                                        | 83,75      | 64,00                                                                              | 69,50      |
| during the third year of experience .....        | 93,00                                                                                                                                                                                                                                                                                                                                                                                                                                 | 100,50     | 84,85                                                                                                                                                                                                                                        | 91,75      | 69,50                                                                              | 75,00      |
| thereafter .....                                 | 100,50                                                                                                                                                                                                                                                                                                                                                                                                                                | 108,00     | 91,35                                                                                                                                                                                                                                        | 98,25      | 75,00                                                                              | 80,50      |
| Glass cutter, grade I—                           |                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |                                                                                                                                                                                                                                              |            |                                                                                    |            |
| during the first year of experience .....        | 78,50                                                                                                                                                                                                                                                                                                                                                                                                                                 | 86,00      | 71,35                                                                                                                                                                                                                                        | 78,25      | 58,50                                                                              | 64,00      |
| during the second year of experience .....       | 94,50                                                                                                                                                                                                                                                                                                                                                                                                                                 | 102,00     | 85,85                                                                                                                                                                                                                                        | 91,75      | 70,50                                                                              | 76,00      |
| during the third year of experience .....        | 110,50                                                                                                                                                                                                                                                                                                                                                                                                                                | 118,00     | 100,35                                                                                                                                                                                                                                       | 107,25     | 83,00                                                                              | 88,50      |
| thereafter .....                                 | 126,50                                                                                                                                                                                                                                                                                                                                                                                                                                | 134,00     | 114,85                                                                                                                                                                                                                                       | 121,75     | 95,00                                                                              | 100,50     |
| Glass cutter, grade II .....                     | As for a driller                                                                                                                                                                                                                                                                                                                                                                                                                      |            |                                                                                                                                                                                                                                              |            |                                                                                    |            |
| Glass silverer .....                             | As for a glass beveller                                                                                                                                                                                                                                                                                                                                                                                                               |            |                                                                                                                                                                                                                                              |            |                                                                                    |            |
| Paint sprayer—                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |                                                                                                                                                                                                                                              |            |                                                                                    |            |
| during the first six months of experience .....  | 78,50                                                                                                                                                                                                                                                                                                                                                                                                                                 | 86,00      | 71,35                                                                                                                                                                                                                                        | 78,25      | 58,50                                                                              | 64,00      |
| thereafter .....                                 | 81,50                                                                                                                                                                                                                                                                                                                                                                                                                                 | 88,00      | 73,85                                                                                                                                                                                                                                        | 80,75      | 61,00                                                                              | 66,50      |
| Polisher .....                                   | As for a driller                                                                                                                                                                                                                                                                                                                                                                                                                      |            |                                                                                                                                                                                                                                              |            |                                                                                    |            |

|                                                    | In alle gebiede                                                             |            |                                                  | In all areas                                                        |            |
|----------------------------------------------------|-----------------------------------------------------------------------------|------------|--------------------------------------------------|---------------------------------------------------------------------|------------|
|                                                    | Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het | Daarna     |                                                  | During the first 12 months after this determination becomes binding | Thereafter |
|                                                    |                                                                             |            |                                                  |                                                                     |            |
|                                                    | R per week                                                                  | R per week |                                                  | R per week                                                          | R per week |
| <b>(D) In die Plaatglas- en Isolatorseksie</b>     |                                                                             |            |                                                  |                                                                     |            |
| Afsnywerker—                                       |                                                                             |            | Archman—                                         |                                                                     |            |
| gedurende die eerste ses maande ondervinding ..... | 113,50                                                                      | 121,00     | during the first six months of experience ....   | 113,50                                                              | 121,00     |
| gedurende die tweede ses maande ondervinding ..... | 131,50                                                                      | 139,00     | thereafter .....                                 | 137,50                                                              | 145,00     |
| daarna .....                                       | 149,00                                                                      | 156,50     | Assistant furnaceman .....                       | 78,50                                                               | 86,00      |
| Assistent-oondwerker .....                         | 78,50                                                                       | 86,00      | Batchman .....                                   | As for an archman.                                                  |            |
| Badseëler .....                                    | 78,50                                                                       | 86,00      | Batch plant operator .....                       | 120,00                                                              | 127,50     |
| Boonsteverdiepingtoesighouer .....                 | 157,50                                                                      | 165,00     | Bath sealer .....                                | 78,50                                                               | 86,00      |
| Dopopsitmasjienbediener .....                      | 78,50                                                                       | 86,00      | Boilerman .....                                  | 142,50                                                              | 150,00     |
| Glasmengselbereider .....                          | Soos vir 'n temperatuuraantekenaar.                                         |            | Bystronic machine operator .....                 | 153,00                                                              | 160,50     |
| Glasmengmasjienbediener .....                      | 120,00                                                                      | 127,50     | Capping machine operator .....                   | 78,50                                                               | 86,00      |
| Glasondersoeker .....                              | 153,00                                                                      | 160,50     | Chief glass drawing machine operator .....       | 157,50                                                              | 165,00     |
| Glassnyer—                                         |                                                                             |            | Controller .....                                 | 157,50                                                              | 165,00     |
| gedurende die eerste ses maande ondervinding ..... | 78,50                                                                       | 86,00      | Cut-off man—                                     |                                                                     |            |
| gedurende die tweede ses maande ondervinding ..... | 83,50                                                                       | 91,00      | during the first six months of experience ....   | 113,50                                                              | 121,00     |
| gedurende die derde ses maande ondervinding .....  | 89,00                                                                       | 96,50      | during the second six months of experience ..... | 131,50                                                              | 139,00     |
| daarna .....                                       | 95,00                                                                       | 102,50     | thereafter .....                                 | 149,00                                                              | 156,50     |
| Glastrekmasjienbediener .....                      | Soos vir 'n afsnywerker.                                                    |            | Cutter and presser .....                         | As for a cut-off man.                                               |            |
| Hoofbediener van 'n glastrekmassien .....          | 157,50                                                                      | 165,00     | Float operator .....                             | 149,00                                                              | 156,50     |
| Isolatorondersoeker .....                          | 120,00                                                                      | 127,50     | Furnaceman .....                                 | As for an archman.                                                  |            |
| Ketelbediener .....                                | 142,50                                                                      | 150,00     | Glass cutter—                                    |                                                                     |            |
| Kontroleerder .....                                | 157,50                                                                      | 165,00     | during the first six months of experience ....   | 78,50                                                               | 86,00      |
| Laai-toesighouer .....                             | 87,00                                                                       | 94,50      | during the second six months of experience ..... | 83,50                                                               | 91,00      |
| Lehr-ent-ondersoeker—                              |                                                                             |            | during the third six months of experience .....  | 89,00                                                               | 96,50      |
| gedurende die eerste ses maande ondervinding ..... | 94,00                                                                       | 101,50     | thereafter .....                                 | 95,00                                                               | 102,50     |
| gedurende die tweede ses maande ondervinding ..... | 107,50                                                                      | 115,00     | Glass drawing machine operator .....             | As for a cut-off man.                                               |            |
| daarna .....                                       | 120,00                                                                      | 127,50     | Glass examiner .....                             | 153,00                                                              | 160,50     |
| Masjienversorger—                                  |                                                                             |            | Insulator examiner .....                         | 120,00                                                              | 127,50     |
| gedurende die eerste ses maande ondervinding ..... | 122,00                                                                      | 129,50     | Lehr end examiner—                               |                                                                     |            |
| daarna .....                                       | 136,50                                                                      | 144,00     | during the first six months of experience ....   | 94,00                                                               | 101,50     |
| Oondwerker .....                                   | Soos vir 'n temperatuuraantekenaar.                                         |            | during the second six months of experience ..... | 107,50                                                              | 115,00     |
| Pakhuismasjienbediener .....                       | 149,00                                                                      | 156,50     | thereafter .....                                 | 120,00                                                              | 127,50     |
| Penbevestigingsmasjienbediener .....               | 78,50                                                                       | 86,00      | Loading supervisor .....                         | 87,00                                                               | 94,50      |
| Senior bediener .....                              | 157,50                                                                      | 165,00     | Machineman—                                      |                                                                     |            |
| Snyer en perser .....                              | Soos vir 'n afsnywerker.                                                    |            | during the first six months of experience ....   | 122,00                                                              | 129,50     |
| Roerder .....                                      | 120,00                                                                      | 127,50     | thereafter .....                                 | 136,50                                                              | 144,00     |
| Roetinespanningstoetser .....                      | 78,50                                                                       | 86,00      | Pinning machine operator .....                   | 78,50                                                               | 86,00      |
| Snymasjienbediener .....                           | 153,00                                                                      | 160,50     | Routine tension tester .....                     | 78,50                                                               | 86,00      |
| Temperatuuraantekenaar—                            |                                                                             |            | Senior operator .....                            | 157,50                                                              | 165,00     |
| gedurende die eerste ses maande ondervinding ..... | 113,50                                                                      | 121,00     | Stirrer .....                                    | 120,00                                                              | 127,50     |
| daarna .....                                       | 137,50                                                                      | 145,00     | Top floor supervisor .....                       | 157,50                                                              | 165,00     |
| Vlotterbediener .....                              | 149,00                                                                      | 156,50     | Warehouse machine operator .....                 | 149,00                                                              | 156,50     |
| <b>(E) In die Versierseksie</b>                    |                                                                             |            |                                                  |                                                                     |            |
| Glassnyer—                                         |                                                                             |            | Glass decorator—                                 |                                                                     |            |
| gedurende die eerste ses maande ondervinding ..... | 78,50                                                                       | 86,00      | during the first six months of experience ....   | 78,50                                                               | 86,00      |
| gedurende die tweede ses maande ondervinding ..... | 81,50                                                                       | 89,00      | during the second six months of experience ..... | 81,50                                                               | 89,00      |
| gedurende die derde ses maande ondervinding .....  | 84,00                                                                       | 91,50      | during the third six months of experience .....  | 84,00                                                               | 91,50      |
| daarna .....                                       | 87,00                                                                       | 94,50      | thereafter .....                                 | 87,00                                                               | 94,50      |



|                                                     | In alle gebiede                                                             |        |                                                    | In all areas                                                        |            |
|-----------------------------------------------------|-----------------------------------------------------------------------------|--------|----------------------------------------------------|---------------------------------------------------------------------|------------|
|                                                     | Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het | Daarna |                                                    | During the first 12 months after this determination becomes binding | Thereafter |
|                                                     |                                                                             |        |                                                    |                                                                     |            |
| <b>(F) In die Mineralewelseksie</b>                 |                                                                             |        | <b>(F) In the Mineral Wool Section</b>             |                                                                     |            |
| Glasmengselbereider—                                |                                                                             |        | Batchman—                                          |                                                                     |            |
| gedurende die eerste ses maande ondervinding .....  | 115,00                                                                      | 122,50 | during the first six months of experience ....     | 115,00                                                              | 122,50     |
| daarna .....                                        | 128,00                                                                      | 135,50 | thereafter .....                                   | 128,00                                                              | 135,50     |
| Oondvuller .....                                    | 81,50                                                                       | 89,00  | Chargeman .....                                    | 81,50                                                               | 89,00      |
| Pypmasjienoppasser—                                 |                                                                             |        | Conveyor attendant .....                           | 87,00                                                               | 94,50      |
| gedurende die eerste drie maande ondervinding ..... | 78,50                                                                       | 86,00  | Conveyor operator .....                            | As for a batchman.                                                  |            |
| daarna .....                                        | 81,50                                                                       | 89,00  | Melting tank attendant .....                       | 87,00                                                               | 94,50      |
| Smeltenkoppasser .....                              | 87,00                                                                       | 94,50  | Melting tank operator—                             |                                                                     |            |
| Smeltenkbediener—                                   |                                                                             |        | during the first six months of experience ....     | 115,00                                                              | 122,50     |
| gedurende die eerste ses maande ondervinding .....  | 115,00                                                                      | 122,50 | during the second six months of experience .....   | 129,50                                                              | 137,00     |
| gedurende die tweede ses maande ondervinding .....  | 129,50                                                                      | 137,00 | thereafter .....                                   | 144,00                                                              | 151,50     |
| daarna .....                                        | 144,00                                                                      | 151,50 | Pipe machine attendant—                            |                                                                     |            |
| Tolmasjienwerker—                                   |                                                                             |        | during the first three months of experience .....  | 78,50                                                               | 86,00      |
| gedurende die eerste ses maande ondervinding .....  | 81,50                                                                       | 89,00  | thereafter .....                                   | 81,50                                                               | 89,00      |
| daarna .....                                        | 104,50                                                                      | 112,00 | Spinnerman—                                        |                                                                     |            |
| Toesighouer .....                                   | 128,00                                                                      | 135,50 | during the first six months of experience ....     | 81,50                                                               | 89,00      |
| Vervoerbandoppasser .....                           | 87,00                                                                       | 94,50  | thereafter .....                                   | 104,50                                                              | 112,00     |
| Vervoerbandbediener .....                           | Soos vir 'n glasmengselbereider.                                            |        | Supervisor .....                                   | 128,00                                                              | 135,50     |
| <b>(G) In die Veiligheidsglasseksie</b>             |                                                                             |        | <b>(G) In the Safety Glass Section</b>             |                                                                     |            |
| Bediener van 'n randslyp- en poleermasjien—         |                                                                             |        | Edge grinder by hand—                              |                                                                     |            |
| gedurende die eerste drie maande ondervinding ..... | 78,50                                                                       | 86,00  | during the first six months of experience ....     | 78,50                                                               | 86,00      |
| gedurende die tweede drie maande ondervinding ..... | 81,50                                                                       | 89,00  | during the second six months of experience .....   | 82,50                                                               | 90,00      |
| daarna .....                                        | 84,00                                                                       | 91,50  | during the third six months of experience ....     | 86,50                                                               | 94,00      |
| Glassnyer .....                                     | Soos vir 'n oondbediener.                                                   |        | during the fourth six months of experience .....   | 90,00                                                               | 97,50      |
| Handrandslyper—                                     |                                                                             |        | thereafter .....                                   | 94,00                                                               | 101,50     |
| gedurende die eerste ses maande ondervinding .....  | 78,50                                                                       | 86,00  | Edge grinding and polishing machine operator—      |                                                                     |            |
| gedurende die tweede ses maande ondervinding .....  | 82,50                                                                       | 90,00  | during the first three months of experience .....  | 78,50                                                               | 86,00      |
| gedurende die derde ses maande ondervinding .....   | 86,50                                                                       | 94,00  | during the second three months of experience ..... | 81,50                                                               | 89,00      |
| gedurende die vierde ses maande ondervinding .....  | 90,00                                                                       | 97,50  | thereafter .....                                   | 84,00                                                               | 91,50      |
| daarna .....                                        | 94,00                                                                       | 101,50 | Examiner .....                                     | 94,00                                                               | 101,50     |
| Leipatroonsnyer .....                               | Soos vir 'n handrandslyper.                                                 |        | Furnace operator—                                  |                                                                     |            |
| Ondersoeker .....                                   | 94,00                                                                       | 101,50 | during the first year of experience .....          | 78,50                                                               | 86,00      |
| Oondbediener—                                       |                                                                             |        | during the second year of experience .....         | 98,00                                                               | 105,50     |
| gedurende die eerste jaar ondervinding .....        | 78,50                                                                       | 86,00  | during the third year of experience .....          | 118,00                                                              | 125,50     |
| gedurende die tweede jaar ondervinding .....        | 98,00                                                                       | 105,50 | thereafter .....                                   | 137,50                                                              | 145,00     |
| gedurende die derde jaar ondervinding .....         | 118,00                                                                      | 125,50 | Glass cutter .....                                 | As for a furnace operator.                                          |            |
| daarna .....                                        | 137,50                                                                      | 145,00 | Glass packer .....                                 | 90,00                                                               | 97,50      |
| Opstapelaar .....                                   | 87,00                                                                       | 94,50  | Process hand .....                                 | As for an edge grinder by hand.                                     |            |
| Proseswerker .....                                  | Soos vir 'n handrandslyper.                                                 |        | Stacker .....                                      | 87,00                                                               | 94,50      |
| Verpakker .....                                     | 90,00                                                                       | 97,50  | Templet cutter .....                               | As for an edge grinder by hand.                                     |            |

(b) *Los werknemers.*—Vir elke dag of gedeelte van 'n dag diens, uitgesonderd diens op 'n openbare vakansiedag of op 'n Sondag, minstens die dagloon voorgeskryf vir 'n werknemer in dieselfde gebied wat vir die werkgewer dieselfde klas werk verrig as dié wat van die los werknemer vereis word, of nie minder nie as die werklike dagloon wat aan sodanige werknemer betaal word, welke bedrag ook al die hoogste is, plus 15 per sent: Met dien verstande dat—

(i) vir dié toepassing van hierdie paragraaf die uitdrukking "sodanige werknemer" die werknemer van die betrokke klas aan wie die werkgewer die laagste loon betaal, beteken;

(ii) waar die werkgewer van die los werknemer vereis om—

(aa) die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "dagloon" die dagloon vir 'n gekwalifiseerde werknemer van daardie klas, soos bereken ingevolge subklousule (4) (c), beteken;

(ab) vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon waarna in hierdie paragraaf verwys word, met hoogstens 50 persent ten opsigte van sodanige dag verminder 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 vir hom geld, of minder, gewerk het.

(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—

(a) 'n hoër loon as dié van sy eie klas soos by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer minstens die dagloon bereken teen die hoër tarief, betaal; of

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas soos by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer minstens die dagloon bereken op die kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het, betaal:

Met dien verstande dat—

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

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

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur sy gewone werkure.

(b) Behoudens subklousule (1) (b) (ii) is die uurloon van 'n los werknemer sy loon vir daardie dag gedeel deur sy gewone werkure vir daardie dag.

(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) *Vervoeruitgawes en -toelaes.*—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 verbonde 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 cm<sup>3</sup> is: 23 sent;

(b) *Casual employees.*—An employer shall pay to his casual employee for each day or part of a day of employment, other than employment on a public holiday as defined or on a Sunday, not less than the daily wage prescribed for an employee in the same area who performs the same class of work as the casual employee is required to do, or not less than the daily wage actually being paid to such an employee, whichever is the greater amount, plus 15 per cent: Provided that—

(i) for the purposes of this paragraph the expression "such an employee" shall mean the employee of that class to whom the employer is paying the lowest wage;

(ii) where the employer requires a casual employee—

(aa) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "daily wage" shall mean the daily wage for a qualified employee of that class as calculated in terms of subclause (4) (c);

(ab) to work for a period of not more than four consecutive hours on any day, his wage as referred to in this paragraph may be reduced by not more than 50 per cent in respect of that day.

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

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

(a) a wage higher than that of his own class is prescribed in subclause (1), shall pay to such employee in respect of that day, not less than the daily wage calculated at the higher rate; 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 not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided that—

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

(ii) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this determination shall be so construed as to preclude an employer from requiring his employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by his weekly ordinary hours of work.

(b) Subject to subclause (1) (b) (ii), the hourly wage of a casual employee shall be the wage payable to him for that day divided by his ordinary hours of work for 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 on which he ordinarily works in a week.

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

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

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

(b) 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 cm<sup>3</sup>;

- (ii) waar die enjinkapasiteit van sodanige voertuig meer as 1 300 cm<sup>3</sup> maar hoogstens 2 500 cm<sup>3</sup> is: 29 sent;
- (iii) waar die enjinkapasiteit van sodanige voertuig meer as 2 500 cm<sup>3</sup> is: 35 sent.

(6) *Onderhoudsuitgawes en -toelaes.*—(a) Benewens die betaling van enige ander besoldiging verskuldig aan 'n werknemer wat op enige reis wat hy by die uitvoering van sy pligte onderneem, vir 'n langer tydperk as ses agtereenvolgende ure van sy woonplek en sy werkgever se bedryfsinrigting afwesig is, moet sy werkgever, in die geval van—

(i) 'n reisende verteenwoordiger en 'n reisende verteenwoordiger se assistent—

(aa) hom vir alle redelike uitgawes aangegaan vir etes, tee, koffie of soortgelyke drankte vergoed waar die tydperk van afwesigheid ses ure oorskry maar nie oor 'n nag strek nie; of

(ab) hom vir alle redelike uitgawes aangegaan vir verblyf sowel as etes, tee, koffie of soortgelyke drankte vergoed; of 'n onderhoudstoelaag van minstens R25 per nag aan die reisende verteenwoordiger en R13 per nag aan die reisende verteenwoordiger se assistent betaal, watter ook al die grootste bedrag is, waar die afwesigheid oor een of meer nagte strek;

(ii) 'n drywer—hom 'n onderhoudstoelaag van minstens R5 per nag plus R2 per maaltyd van nie meer as drie per dag nie betaal, waar sodanige tydperk van afwesigheid oor een of meer nagte strek: Met dien verstande dat waar die werkgever 'n bed verskaf die eerste toelaag met nie meer as R1 per nag verminder mag word nie;

(iii) 'n werknemer wat 'n drywer vergesel—hom 'n onderhoudstoelaag van minstens R2,50 per nag plus R2 per maaltyd, van nie meer as drie per dag nie betaal, waar sodanige tydperk van afwesigheid oor een of meer nagte strek.

(b) By die toepassing van hierdie subklousule beteken "nag" die tydperk van 23h00 tot 04h00.

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

(b) 'n Werkgever kan van sy 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 die betalings van klousules 3 (7) en 6 (5) moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, tweewekliks of maandeliks in kontant betaal word, of met die toestemming van die werknemer, per tjek, 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 waarvoor sodanige werknemer en sy werkgever ooreengekom het en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar nie later nie as 24 uur na die gewone betaaldag) of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëlde kovert 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 klask;
- (c) die tydperk waarvoor die betaling geskied;
- (d) die getal gewone werkure wat die werknemer gedurende daardie tydperk gewerk het;

- (ii) 29 cents if the engine capacity of such vehicle exceeds 1 300 cm<sup>3</sup> but not 2 500 cm<sup>3</sup>;
- (iii) 35 cents if the engine capacity of such vehicle exceeds 2 500 cm<sup>3</sup>.

(6) *Subsistence expenses and allowances.*—(a) In addition to the payment of any other remuneration due to an employee who, in the performance of his duties, is absent from his place of residence and the employer's establishment, an employer shall, in the case of—

(i) a travelling representative and a travelling representative's assistant—

(aa) reimburse him all reasonable expenses incurred for meals, tea, coffee or similar beverages where such absence exceeds six consecutive hours but does not extend over a night; or

(ab) reimburse him all reasonable expenses incurred for accommodation as well as meals, tea, coffee or similar beverages, or pay a subsistence allowance of not less than R25 per night to the travelling representative and R13 per night to the travelling representative's assistant, whichever is the greater amount, where such absence extends over one or more nights;

(ii) a driver—pay him a subsistence allowance of not less than R5 per night plus R2 per meal-time, not exceeding three per day, where such absence extends over one or more nights: Provided that where the employer provides a bed the first allowance may be reduced by not more than R1 per night;

(iii) an employee accompanying a driver—pay him a subsistence allowance of not less than R2,50 per night plus R2 per meal-time, not exceeding three per day, where such absence extends over one or more nights.

(b) For the purposes of this subclause the expression "night" means the period from 23h00 to 04h00.

(7) *Payment of transport and subsistence expenses and allowances.*—(a) An employer shall pay any expenses and allowances 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 claim within one month of entitlement and shall not submit more than one claim in any one week.

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

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

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

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

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

#### 4. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees.*—Save as provided in clauses 3 (7) and 6 (5), any amount due to an employee, other than a casual employee, shall be paid weekly, fortnightly or monthly in cash, or, with the consent of the employee, by cheque, 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 or an employee employed in a continuous activity at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or his number on the pay-roll and his class;
- (c) the period in respect of which payment is made;
- (d) the number of ordinary hours of work worked by the employee in that period;



- (e) 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 vakansiedag 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 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 paragrawe (d), (e) en (f) nie verstrek hoef 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 indiensneming 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 enige ander wet, 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 boets 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) behoudens andersluidende bepalings in hierdie vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
- (c) enige bedrag wat 'n werkgever volgens wet of kragtens of ingevolge 'n bevel van 'n bevoegde hof moet of kan aftrek;
- (d) wanneer daar volgens wet 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 en etes en/of rantsoene ..... | 4,50     | 19,50;    |

- (e) wanneer die gewone werkure, 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 handelslapte of 'n tekort aan grondstowwe of spoorweg-trokke ontstaan, geskied nie tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;

- (e) the number of overtime hours worked by the employee in that period;
- (f) the number of hours worked by the employee on a Sunday or a public holiday as defined;
- (g) the employee's wage;
- (h) details of any other remuneration arising out of the employee's employment;
- (i) details of any deductions made; and
- (j) the net amount paid to the employee;

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

- (i) the particulars prescribed above may be recorded on such envelope or container or in such statement in code which code shall be fully set out and explained in an accompanying notice or in a notice kept posted in some conspicuous place in the establishment, accessible to all employees affected thereby;
- (ii) at the employee's written request the amount due to him may be paid into his building society or bank account by his employer who shall hand to him the relevant receipt together with the aforementioned statement;
- (iii) the information relating to paragraphs (d), (e) and (f) need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue 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 any law no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that employee.

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

(5) *Accommodation, meals and rations.*—Subject to any law an employer shall not require his employee to accept accommodation, meals or rations from him or 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) Within the written consent of the employee, a deduction for any holiday, sick, medical, insurance, savings, provident or pension fund, or in respect of subscriptions to a trade union;
- (b) except where otherwise provided in this determination, whenever an employee is absent from work, other than at the instance of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (c) a deduction of any amount which an employer by law or order of any competent courts is required or permitted to make;
- (d) whenever an employee is required by law 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 and meals and/or rations ..... | 4,50     | 19,50;    |

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

- (i) such deduction shall not exceed one third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
- (ii) no deduction shall be made in the case of short-time arising out of a slackness of trade or shortage of raw or packing materials, unless the employer has given his employee notice on the previous work-day of his intention to reduce the ordinary hours of work;

- (iii) geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens 'n onklaarmaking van installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word of 'n staking van produksie weens foutiewe grondstowwe of devitrifikasie van glas tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;
- (f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgewer 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 subparagraaf (i);
- (g) met die skriftelike toestemming van 'n werknemer, 'n aftrekking van enige bedrag wat die werkgewer aan hom geleen of voorgeskiet het: Met dien verstande dat enige aftrekking ter terugbetaling van enige sodanige lening of voorskot hoogstens een derde van die totale besoldiging is wat op die betrokke betaaldag aan die werknemer verskuldig is en 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. GEWONE WERKURE, OORTYD- EN BETALING VIR OORTYDWERK

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

- (a) 'n *los werknemer* in 'n bedryfsinrigting 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 *sekuriteitswag* en '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;
- (c) 'n *skofwerker*—
  - (i) 46 per week vanaf Maandag tot en met Saterdag; en
  - (ii) behoudens subparagraaf (i), agt 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 enigen van die ander dae tot agt en 'n half verleng kan word.

(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—

- (a) '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;
- (b) werktydperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoudsbepaling (a) of (c) van toepassing is, geag word aaneenlopend te wees;

(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 break-down of buildings or a cessation of production owing to faulty raw materials or devitrification of glass, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

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

- (i) any banking institution, building society, insurance business, registered financial institution, local authority or the State in respect of a payment on a loan granted to such employee to acquire a dwelling;
- (ii) any organisation or body in respect of the rent of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality or such organisation or body wholly or partly from funds advanced for that purpose by the State or a body referred to in subparagraph (i);

(g) with the written consent of the employee, a deduction of any amount loaned or advanced to him by the employer: Provided that any deduction for the repayment of any such loan or advance shall not exceed one third of the total remuneration due to the employee on the pay-day concerned and 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. ORDINARY HOURS OF WORK, 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 *security guard* and a *watchman*—
  - (i) 60 in any week from Monday to Saturday, inclusive; and
  - (ii) subject to subparagraph (i), in the case of an employee who normally works on—
    - (aa) not more than five days in a week, 12 on any day;
    - (ab) more than five days in a week, 10 on any day;
- (c) a *shift worker*—
  - (i) 46 in any week from Monday to Saturday, inclusive; and
  - (ii) subject to subparagraph (i), eight on any day;
- (d) *any other employee*—
  - (i) 46 in any week from Monday to Saturday, inclusive; and
  - (ii) subject to subparagraph (i), in the case of an employee who normally works on—
    - (aa) not more than five days in a week, nine and a quarter on any day;
    - (ab) more than five days in a week, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and a half.

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

- (a) 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;
- (b) periods of work interrupted by intervals of less than one hour, except where proviso (a) or (c) applies, shall be deemed to be continuous;



- (c) as sodanige pouse langer as een uur duur, uitgesonderd waar voorbehoudsbepaling (g) van toepassing is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;
- (d) slegs een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;
- (e) 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 of sodanige tweede etenspouse kan wegval indien die totale tydperk wat 'n werknemer van die eerste etenspouse gewerk het hoogstens ses ure is;
- (f) '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;
- (g) 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;
- (h) sodanige pouse nie aan 'n ketelbediener of 'n werknemer wat in 'n aaneenlopende bedrywigheid werksaam is, toegestaan hoef te word nie gedurende sy gewone werkure op enige skof nie indien aan hom gedurende sodanige ure geleentheid verskaf word om 'n ete te nuttig terwyl hy op sy pos bly, tensy dit verbied word deur enige bepaling van enige wet.

(3) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse verleen van minstens 10 minute so naby as doenlik aan die middel van elke eerste en tweede werkperiode van die dag, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis en hy mag nie toegelaat word om enige werk te verrig nie, en sodanige pouse moet geag word deel te wees van die gewone werkure van sodanige werknemer.

(4) *Werkure moet agtereenvolgende 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 sodanige gewone werkure nie oorskry word nie met, in die geval van—

- (a) 'n los werknemer, drie uur op 'n dag;
- (b) 'n sekuriteitswag of 'n wag, 12 uur in 'n week; en
- (c) enige ander werknemer, 10 uur in 'n week: Met dien verstande dat die beperkings nie van toepassing is nie op 'n drywer of 'n werknemer wat hulp verleen op of dit vergesel oor 'n afstand van meer as 480 km as dit in een rigting vanaf die vertrekpunt na die bestemming gedryf word: Met dien verstande dat die gewone werkure van sodanige voertuigpersoneel tesame met enige oortyd wat gewerk is, in so 'n geval nie 14 uur ten opsigte van enige sodanige werknemer op enige dag oorskry nie.

(6) *Betaling vir oortydwerk.*—(a) 'n Werkgewer moet 'n werknemer, uitgesonderd 'n los werknemer, wat oortyd werk, betaal teen 'n skaal van minstens—

- (i) een en 'n derde maal sy uurloon ten opsigte van die totale tydperk wat nie 10 uur oorskry nie in enige week aldus deur sodanige werknemer gewerk;
  - (ii) een en 'n half maal sy uurloon ten opsigte van die ure wat 10 ure oorskry per week aldus deur sodanige werknemer gewerk.
- (b) 'n Werkgewer moet 'n los werknemer wat oortyd werk, betaal teen 'n skaal van minstens een en 'n derde maal sy uurloon ten opsigte van die totale tydperk aldus op enige dag gewerk.

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

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

(aa) R1 550 per maand in die volgende gebiede:

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

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

(d) 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;

(e) 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 or such second meal interval may be dispensed with if the total period worked by the employee after the first meal interval does not exceed six hours;

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

(g) 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;

(h) such interval need not be granted to a boiler attendant or an employee engaged in a continuous activity during his ordinary hours of work on any shift if he is given the opportunity during such hours of having a meal while at his post, unless this is prohibited in terms of any law.

(3) *Rest intervals.*—An employer shall grant to his employee a rest interval of not less than 10 minutes as nearly as practicable in the middle of each first work period and second work period of the day, and during such interval the employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(4) *Hours of work to be consecutive.*—Save as provided in subclause (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 other than in accordance with an agreement concluded with the employee and such overtime shall not exceed, 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;
- (c) any other employee, 10 hours in any week: Provided that this limitation shall not apply to a driver or an employee providing assistance on or accompanying the motor vehicle when it is driven over a distance of more than 480 km in one direction from the point of departure to the destination: Provided further that the ordinary hours of work of such vehicle staff together with any overtime worked, shall in that event not exceed 14 hours in respect of any such employee on any day.

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

- (i) one and a third times his hourly wage in respect of the total period not exceeding 10 hours in any week so worked by such employee;
- (ii) one and a half times his hourly wage in respect of the hours in excess of 10 hours in any week so worked by such employee.

(b) An employer shall pay a casual employee who works overtime at a rate of not less than one and a third times his hourly wage in respect of the period so worked on any day.

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

- (i) a travelling representative or a travelling representative's assistant; and
- (ii) any other class of employee who receives a regular wage at a rate of—

(aa) not less than R1 550 per month in the following areas:

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



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

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

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

(ab) R1 430 per maand in die volgende gebiede:

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

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

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

*Oranje-Vrystaat*.—Die munisipale gebiede van Bethlehem, Harrismith en Kroonstad;

(ac) R1 320 per maand in 'n gebied wat nie in paragrawe (aa) en (ab) hiervan ingesluit is nie.

(b) Subklousules (2) en (3) is nie van toepassing op 'n chauffeur, 'n eerstehulpbediener of sy assistent, '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.

(c) Subklousule (3) is nie van toepassing op 'n ketelbediener, 'n skofwerker, 'n drywer of 'n werknemer wat sodanige drywer vergesel of 'n werknemer wat in 'n aaneenlopende bedrywigheid werksaam is nie.

(d) Subklousule 5 is nie op 'n werknemer van toepassing terwyl hy werk, soos omskryf in paragraaf (b) van die omskrywing van noodwerk verrig nie en subklousules (2), (3), (4) en (5) is nie op 'n werknemer van toepassing terwyl hy enige ander noodwerk verrig nie.

## 6. JAARLIKSE VERLOF

(1) Behoudens subklousule (3) moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooid tydperk van 12 maande diens by die werkgever verlof verleen en die werknemer moet die verlof neem, soos volg:

(a) 'n Reisende verteenwoordiger of 'n reisende verteenwoordiger se assistent wat by die uitvoering van sy pligte van sy woonplek en sy werkgever se bedryfsinrigting afwesig is—

(i) ten minste drie nagte per maand, gemiddeld, en wat gewoonlik op—

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

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

(ii) minder as drie nagte per maand, gemiddeld, en wat gewoonlik op—

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

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

(b) 'n sekuriteitswag of 'n wag wie se gewone werkure—

(i) 48 oorskry in 'n week en wat gewoonlik op—

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

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

(ii) nie 48 in 'n week oorskry nie en wat gewoonlik op—

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

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

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

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

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

(ab) not less than R1 430 per month in the following areas:

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

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

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

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

(ac) not less than R1 320 per month in any other areas in the Republic of South Africa not included in subparagraphs (aa) and (ab) hereof.

(b) Subclauses (2) and (3) shall not apply to a chauffeur, a first-aid attendant or his assistant, 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.

(c) Subclause (3) shall not apply to a boiler attendant, a shift worker, a driver or an employee who accompanies such driver, or an employee employed in a continuous activity.

(d) Subclause (5) shall not apply to an employee whilst he is engaged on any work specified in paragraph (f) of the definition of emergency work and subclauses (2), (3), (4) and (5) shall not apply to an employee whilst he is engaged on any other emergency work.

## 6. ANNUAL LEAVE

(1) Subject to subclause (3), an employer shall grant to his employee, other than a casual employee, and the employee shall take, in respect of each completed period of 12 months of employment with the employer, leave as follows:

(a) To a travelling representative and travelling representative's assistant who in the performance of his duties has been absent from his place of residence and the employer's establishment—

(i) at least three nights per month, on average, and who normally works on—

(aa) not more than five days in a week, 20 consecutive work-days;

(ab) more than five days in a week, 24 consecutive work-days;

(ii) less than three nights per month, on average, and who normally works on—

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

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

(b) to a security guard and a watchman whose ordinary hours of work—

(i) exceed 48 in a week and who normally works on—

(aa) not more than five days in a week, 20 consecutive work-days;

(ab) more than five days in a week, 24 consecutive work-days;

(ii) do not exceed 48 in a week and who normally works on—

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

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

(c) enige ander werknemer wat gewoonlik op—

- (i) nie meer as vyf dae per week werk nie, 15 agtereenvolgende werkdag;
- (ii) meer as vyf dae per week werk, 18 agtereenvolgende werkdag.

(2) (a) Die werkgever moet die werknemer ten opsigte van die verlof in subklousule (1) voorgeskrif, in die geval van 'n werknemer bedoel in—

- (i) subklousule (1) (a) (i) of (1) (b) (i), 'n bedrag van minstens vier maal;
- (ii) subklousule (1) (a) (ii), (1) (b) (ii) of (1) (c), 'n bedrag van minstens drie maal

die weekloon wat die werknemer onmiddellik voor die aanvangsdatum van die verlof ontvang het.

(b) 'n Werknemer wat voordat subklousule (1) in werking getree het, geregtig geword het op 'n langer tydperk van jaarlikse verlof as wat daarin voorgeskrif word, behou hy geregtigheid op sodanige langer verlof terwyl hy by dieselfde werkgever in diens is.

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

- (a) as sodanige verlof nie eerder 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 werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet toestaan en die werknemer die verlof moet neem met ingang van 'n datum nie later nie as 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 beloop;
- (ii) waartydens die werknemer onder kennisgewing van diensbeëindiging ingevolge klousule 12 is; of
- (iii) waarin 'n werknemer vir militêre diens afwesig is;

(c) 'n werkgever al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is gedurende die tydperk van diens waarop die jaarlikse verlof betrekking het, van sodanige verloftydperk kan aftrek.

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

- (i) sodanige werknemer 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 werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.

(b) Subklousule (3) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

(5) Die besoldiging ten opsigte van die verlof voorgeskrif by subklousule (1), gelees met subklousule (4) en met subklousule (9), moet nie later nie as op die laaste werkdag voor die aanvangsdatum van die verlof of, op die skriftelike versoek van die werknemer, nie later nie as op die eerste betaaldag na verstryking van die verlof, betaal word.

(6) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk voorgeskrif by subklousule (1) ten opsigte van so 'n termyn opgeloop 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) (ii), (1) (b) (ii) of (1) (c) bedoel, een kwart, en
- (b) subklousule (1) (a) (i) of (1) (b) (i) bedoel, een derde

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever 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 'n werknemer op geen besoldiging uit hoofde van hierdie subklousule geregtig is nie indien hy sy

(c) to 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.

(2) (a) The employer shall pay his employee in respect of the leave prescribed in subclause (1), in the case of an employee referred to in—

- (i) subclause (1) (a) (i) or (1) (b) (i), an amount of not less than four times;
- (ii) subclause (1) (a) (ii), (1) (b) (ii) or (1) (c), an amount of not less than three times

the weekly wage which the employee as receiving immediately prior to the date on which the leave commenced.

(b) An employee who before subclause (1) became binding had become entitled to a longer period of annual leave than is therein prescribed, shall retain such leave entitlement while employed by the same employer.

(3) 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 (4), 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—

- (i) sick leave in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) amounting in the aggregate in any period of 12 months to not more than 15 weeks;
- (ii) any period during which the employee is under notice of termination of employment in terms of clause 12; or
- (iii) any period during which the employee is doing military service;

(c) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of employment to which the annual leave relates.

(4) (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 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 (3) shall *mutatis mutandis* apply to the leave referred to in this subclause.

(5) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (4), and with subclause (9), 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 leave.

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

- (a) subclause (1) (a) (ii), (1) (b) (ii) or (1) (c), one fourth, and
- (b) subclause (1) (a) (i) or (1) (b) (i), 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 the employee's written request: Provided further that an employee shall not be entitled to any payment by virtue of this subclause if he



diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy—

- (i) 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) hy versuim het om sodanige kennis te gee of gedurende die tydperk te werk, hy binne sy wetlike regte gehandel het.

(7) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (4), 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.

(8) By die toepassing van hierdie klousule—

- (a) is die weekloon van 'n werknemer wat op stukwerk of kommissiewerk in diens is, op enige datum sy gemiddelde weeklikse besoldiging vir die voorafgaande 13 weke, of indien 'n korter tydperk gewerk is, vir die getal voltooide weke wat aldus gewerk is;
- (b) word die uitdrukkings "diens" en "dienstermyn" geag te omvat—
  - (i) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer betaal of 'n werknemer 'n werkgewer betaal in plaas van kennis te gee ingevolge klousule 12;
  - (ii) enige tydperk van altesaam hoogstens 15 weke in enige tydperk van 12 maande wat 'n werknemer afwesig is—
    - (aa) met verlof ingevolge hierdie klousule;
    - (ab) met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b);
    - (ac) met die toedoen van sy werkgewer; en
  - (iii) 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—

- (aa) 'n werknemer wat, voordat hierdie wysiging 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;
- (ab) 'n werknemer wat, voordat hierdie wysiging 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;
- (ac) enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum waarop hierdie wysiging van krag geword het, en wel op die jongste van die twee datums.

(9) (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 (2) (a) of paragraaf (c) hiervan, aan gelang van die geval, besoldig.

(b) Wanneer 'n openbare vakansiedag, soos omskryf, op 'n dag val wat andersins vir die werknemer 'n werksdag sou gewees het en wat binne die geslote of stakingstydperk bedoel in paragraaf (a) val, moet nog 'n werksdag by die genoemde geslote of stakingstydperk 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 (6) 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 hoogstens vyf dae per week werk, minstens 30 werkdag; en

leaves his employment without having given and served the period of notice prescribed in clause 12, unless—

- (i) 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) in failing to give and serve such notice he was acting within his legal rights.

(7) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (4), 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.

(8) For the purposes of this clause—

- (a) the weekly wage at any date of an employee who is engaged on piece-work or commission work is his average weekly remuneration for the preceding 13 weeks or, if a lesser period has been worked, for the number of completed weeks so worked;
- (b) the expressions "employment" and "period of employment" shall be deemed to include—
  - (i) any period in respect of which an employer pays an employee or an employee pays an employer in lieu of notice in terms of clause 12;
  - (ii) any period amounting in the aggregate in any period of 12 months, to not more than 15 weeks, during which an employee is absent—
    - (aa) on leave in terms of this clause;
    - (ab) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b);
    - (ac) at the instance of his employer; and
  - (iii) any period during which an employee is absent from work while on military service: Provided that an employee shall not be entitled to claim as employment, in any one period of 12 months' employment, more than four months of such service;

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

- (aa) 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 leave under that law;
- (ab) an employee who was in employment before this determination became binding and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
- (ac) 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.

(9) (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 shall remunerate his employee in terms of subclause (2) (a) or paragraph (c) hereof, as the case may be.

(b) Whenever a public holiday as defined falls on a day which would otherwise be a work-day for an employee and such public holiday 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 (6), 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 per week, not less than 30 work-days; and



(b) enige ander werknemer, minstens 36 werkdae,

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 op meer as vyf dae per week werk nie, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(ii) wanneer 'n werknemer gedurende sodanige eerste tydkring by dieselfde werkgever 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 werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde dienstydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid 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) wanner 'n werkgever 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 Werkgever kan, as 'n opskortende voorwaarde vir die betaling deur hom van 'n opdrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk—

(a) vir langer as twee agtereenvolgende werkdae; of

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

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregiereerde 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 werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom kan vereis om sodanige sertifikaat ten opsigte van sy afwesigheid voor te lê.

(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) met die toedoen van sy werkgever;

(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; en

(iii) enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum waarop hierdie wysiging 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) any other employee, not less than 36 work-days,

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

(i) in the first cycle of 36 months of employment, an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works on not more than five days in any week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;

(ii) where, in such first cycle of 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 to the extent to which sick leave accrued at such expiration or termination, had not been taken, at the rate of the employee's wage at the commencement of the incapacity;

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

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

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

(a) for more than 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 may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence from work.

(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 cycle of 36 months, to not more than 30 weeks, during which an employee is absent—

(aa) on leave in terms of clause 6;

(ab) at the instance 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 one period of 12 months employment, more than four months of such service; and

(iii) any period of employment which an employee has had with the same employer immediately before the date on which his 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) beteken "ongeskiktheid" die 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 Ongevalwet, 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 werkgever bydraes wat minstens gelyk is aan dié van die werknemer, betaal aan 'n fonds of organisasie wat deur die werknemer aangewys is, welke fonds of organisasie in die geval van ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, aan die werknemer die betaling waarborg van 'n bedrag 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 daar kragtens 'n ander wet van die werkgever vereis word om die werknemer sy volle loon te betaal.

### 8. OPENBARE VAKANSIEDAE EN SONDAE

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

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare vakansiedag, soos omskryf, *werk* en sodanige dag op 'n dag val wat vir hom andersins 'n gewone werkdag is, moet sy werkgever 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 ookal die grootste is; of

(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 vakansiedag, soos omskryf, *werk* en sodanige dag op 'n dag, behalwe 'n Sondag, 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 ookal 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 vakansiedag, soos omskryf, *werk* en dié dag op 'n Sondag val, moet hy vir sodanige werk vergoed word op die basis in subklousule (2) uiteengesit.

(2) *Vergoeding vir werk op 'n Sondag.*—Behoudens subklousule (1) (d), wanneer 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer wat in 'n aaneenlopende bedrywigheid werksaam is, 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) "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 not less than the wage payable in terms of subclause (1);

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

### 8. PUBLIC HOLIDAYS AND SUNDAYS

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

(b) Whenever an employee, other than a casual employee, *works* on a public holiday as defined and such day falls on a day which otherwise is an ordinary work-day for the employee, his employer shall pay him in respect of that day an amount equal to at least the amount which he would have had to pay him in terms of paragraph (a) had the employee not worked on that day, plus—

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

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

(c) Whenever an employee, other than a casual employee, *works* on a public holiday as defined and such day falls on a day other than a Sunday, 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 rate in respect of the whole time worked by him on such day or an amount equal to at least the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a work-day, whichever amount is the greater; or

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

(d) Whenever an employee, other than a casual employee, *works* on a public holiday as defined and such day falls on a Sunday, he shall be remunerated for such work on the basis set out in subclause (2).

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

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



(b) indien hy langer as vier uur gewerk het, 'n bedrag betaal wat nie minder is nie as ½ 'n bedrag teen 'n skaal van dubbel sy loon ten opsigte van die volle tyd wat hy op daardie Sondag werk, ½ '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 ookal 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 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 vakansiedag of 'n Sondag.*—Wanneer 'n los werknemer op 'n openbare vakansiedag, 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 die verwysing hierin na werk op Sondag, nie van toepassing is nie op 'n werknemer in diens in 'n aaneenlopende bedrywigheid en dat vir die doeleindes van hierdie subklousule 'n los werknemer in 'n bedryfsinrigting waarin die werknemers gewoonlik werk op—

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

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

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

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

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

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

(5) *Besoldiging.*—Die besoldiging 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 besoldiging betaalbaar is. 'n Los werknemer moet uitbetaal word soos in klousule 4 (2) bepaal.

(6) *Voorbehoudsbepaling.*—Subklousule (1) (b) tot (d), (2) en (4) 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 tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgever, ongeag die hoeveelheid werk wat verrig is, sodanige werknemer moet betaal, in die geval van—

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) *Remuneration.*—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) and (4) shall not apply to an employee referred to in clause 5 (7) (a).

## 9. PIECE-WORK AND COMMISSION WORK

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

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

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

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

(c) An employer who intends to cancel or amend any piece-work system in operation or the rates applicable thereunder, shall give his employee not less than one month's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give notice for a period not shorter than that agreed upon.

(d) Notwithstanding anything to the contrary in this clause, an employer shall not be required to give a casual employee notice of his intention to introduce any piece-work system or to cancel or amend it.



(2) *Kommissiewerk.*—(a) 'n Werknemer wat volgens 'n ooreenkoms met sy werkgever die verkoop, huur, verpag, verhuur of uithuur van bedryfsuitrusting teen kommissie onderneem, moet, voordat sodanige werk begin, deur sy werkgever voorsien word van 'n juiste kopie van die ooreenkoms of 'n verklaring wat die bepalinge van die ooreenkoms bevat, 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 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 Werkgever 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 aangaan ingevolge paragraaf (a) is afgesien van en bykomend by die loon daarna vermeld.

(c) Behoudens klousule 4 (6), moet 'n werkgever sy werknemer minstens die besoldiging betaal waarvoor 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 (a) verwys word, moet wees.

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

(e) 'n Werkgever of 'n werknemer wat voornemens is om 'n ooreenkoms in verband met kommissiewerk op te stel 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. GETALSVERHOUDING

(1) 'n Werkgever in die Platware-, Houer- of Veiligheidsglasseksie mag nie, behalwe in die geval van 'n klerk, 'n fabrieksklerk of 'n handelsreisiger, 'n ongekwalifiseerde werknemer van enige klas in sy diens neem nie, tensy hy 'n gekwalifiseerde werknemer van dieselfde klas in sy diens het, en vir elke sodanige gekwalifiseerde werknemer in sy diens mag hy hoogstens twee ongekwalifiseerde werknemers in diens neem.

(2) Subklousule (1) is van toepassing ten opsigte van elke bedryfsinrigting van 'n werkgever in die Platware-, Houer- of Veiligheidsglasseksie.

(3) By die toepassing van hierdie klousule—

- (a) kan 'n ongekwalifiseerde werknemer wat 'n loon ontvang minstens gelyk aan dié wat in klousule 3 (1) voorgeskryf word vir 'n gekwalifiseerde werknemer van sy klas in die gebied waarin hy werk, geag word 'n gekwalifiseerde werknemer in daardie klas te wees;
- (b) kan 'n werkgever of 'n bestuurder wat in sy bedryfsinrigting uitsluitlik of hoofsaaklik die werk verrig van enige klas werknemer wat in hierdie klousule gemeld word, geag word 'n gekwalifiseerde werknemer van daardie klas te wees.

## 11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgever moet enige uniform, oorpak, rubberstewels, pet 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 artikel bly die eiendom van die werkgever: Met dien verstande dat 'n werkgever van 'n werknemer kan vereis om sodanige artikel te was of te was en stryk in die werknemer se eie tyd, in welke geval die werkgever sodanige werknemer 'n toelae moet betaal van minstens R1,00 per week vir elke week ten opsigte waarvan die werknemer vereis word om sodanige artikel te dra.

## 12. BEËINDIGING VAN DIENSKONTRAK

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

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

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

- (i) the wage payable to the employee which shall be not less than the wage 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;
- (iv) the day of payment of commission earned by the employee before termination of the contract of employment: Provided that such day of payment shall be not later than the last work-day of the month succeeding the month during which employment was terminated.

(b) An employer shall not require or permit an employee to undertake any work for him on the basis of commission only. Any amount payable to an employee as commission under an agreement entered into in terms of paragraph (a) shall be aside from and in addition to the wage therein stipulated.

(c) Save as provided in clause 4 (6), the 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 (a).

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

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

## 10. RATIO

(1) An employer in the Flat-ware, Container or Safety Glass Sections shall, except in the case of a clerk, factory clerk or a travelling representative, not employ an unqualified employee of any one class unless he has in his employ a qualified employee of the same class and for each such qualified employee in his employ, he shall not employ more than two such unqualified employees.

(2) Subclause (1) shall apply in respect of each establishment of an employer in the Flat-ware, Container or Safety Glass Sections.

(3) For the purposes of this clause—

- (a) an unqualified employee who receives a wage of not less than that prescribed in clause 3 (1) for a qualified employee of his class in the area in which he works may be deemed to be a qualified employee in that class;
- (b) an employer or a manager who is wholly or mainly engaged in his establishment in the work of any class of employee mentioned in this clause, may be deemed to be a qualified employee of that class.

## 11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any gumboots, cap, uniform, overall or other protective clothing which he requires his employ to wear or which by any law he is required to provide for his employee, and any such article shall remain the property of the employer: Provided that an employer may require an employee to wash or to wash and iron any such article in the employee's own time, in which event the employer shall pay the employee an allowance of not less than R1,00 per week for each week in respect of which he is required to wear the article.

## 12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

- (a) during the first four weeks of employment, not less than one work-day's; and

(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 werkgever of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgever, 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 werkgever of sy werknemer om die kontrak op regsgeldige grond sonder kennisgewing te beëindig;
- (ab) 'n skriftelike ooreenkoms tussen die werkgever 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 volgens wet 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 werkgever 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 die kennisgewingstermyn nie mag saamval nie met, en betaling in plaas van kennisgewing nie gemaak mag word nie ten opsigte van 'n tydperk wat saamval met 'n werknemer se afwesigheid—

- (a) 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 afwesigheid altesaam hoogstens 15 weke in enige tydperk van 12 agtereenvolgende maande diens by dieselfde werkgever behoort; en
- (b) vir militêre diens, behalwe waar die werknemer anders versoek en die werkgever skriftelik daartoe instem.

(4) Tensy 'n werkgever van die kennisgewing wat in subklousule (1) voorgeskryf is, afgesien het of 'n werknemer sy diens verlaat sonder om kennis te gee en uit te dien of sonder om sy werkgever te betaal in plaas van kennis te gee en deur sodanige optrede hy binne sy wetlike regte gehandel het, mag 'n werkgever uit enige geld wat hy sodanige werknemer uit hoogte 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 werkgever hom aldus 'n bedrag toeëien het in plaas van kennisgewing, geag word dat die werknemer die werkgever in dié mate betaal het in plaas van kennis te gee.

### 13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer dros of waar die werknemer 'n los werknemer is, moet die werkgever by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik onderstaande vorm het en waarin die volle name van die werkgever en die werknemer, die klas van 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 Glas- en Glaswarenywerheid 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 werkgever of gemagtigde  
verteenwoordiger

Datum .....

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

(b) after the first four weeks of employment, not less than one week's notice of termination of contract, which shall be in writing except when given by an employee who is unable to write, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than in the case of—

- (i) one work-day's notice, the daily wage; and
- (ii) one week's notice, the weekly wage,

the employee is receiving at the time of such termination: Provided that this shall not affect—

- (aa) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ab) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
- (ac) the operation on any forfeitures or penalties which by law may be applicable in respect of an employee who deserts:

Provided further that where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression "is receiving at the time of such termination" shall, when an employer pays an employee in lieu of notice, be deemed to mean "would have received at the time of such termination had no deduction been made in respect of short-time".

(2) Where there is an agreement in terms of the proviso (ab) to subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

(3) The notice prescribed in subclause (1) shall be given on any work-day: Provided that the period of notice shall not run concurrently with nor shall payment in lieu of notice be made in respect of a period running concurrently with an employee's absence—

- (a) 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 month's employment with the same employer; and
- (b) on military service, except where an employee otherwise requests and his employer agrees thereto in writing.

(4) Unless an employer has waived the notice prescribed in subclause (1) or an employee leaves his employment without having given and served such notice or without having paid his employer in lieu of notice and in so doing the employee was acting within his legal rights, the employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this determination, an amount of not more than that which the employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, the employee shall be deemed to have paid the employer to that extent in lieu of notice.

### 13. CERTIFICATE OF SERVICE

Except where an employee deserts 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 Glass and Glassware Industry .....  
at .....  
hereby certify that ..... Identity  
No. .... 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, eg. clerk, grade I employee, general worker.

#### 14. PROHIBITION OF EMPLOYMENT

**An employer shall not—**

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

## 15. 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 .....  
 Registration number of vehicle .....  
 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 and the employer shall retain such copy for a period of at least three years subsequent to such delivery.

## 16. 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 an 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 (i) to (vi) inclusive of subclause (3) (a) and sign such entries.



# BYWONINGSREGISTER

(Naam van werknemer)

(Klas van werknemer)

| Datum en dag van week |              | 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                     |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 5                     |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 6                     |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 7                     |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 8                     |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 9                     |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 10                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 11                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 12                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 13                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 14                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 15                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 16                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 17                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 18                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 19                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 20                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 21                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 22                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 23                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 24                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 25                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 26                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 27                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 28                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 29                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 30                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |
| 31                    |              |                                             |                     |     |    |     |    |     |                               |               |    |                         |           |                         |                |                                                                                             |                 |

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.

# ATTENDANCE REGISTER

(Name of employee)

(Class of employee)

| Date and day of week |             | 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                    |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 4                    |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 5                    |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 6                    |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 7                    |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 8                    |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 9                    |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 10                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 11                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 12                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 13                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 14                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 15                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 16                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 17                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 18                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 19                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 20                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 21                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 22                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 23                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 24                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 25                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 26                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 27                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 28                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 29                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 30                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |
| 31                   |             |                                |                    |    |     |    |     |    |                        |                 |     |                       |                  |           |             |                                                                                         |              |

Note.—Under heading "Off" and "On" in column referring to "intervals off work" insert time when interval commences and time when work is resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

(2) 'n Werkgewer kan in plaas van 'n presensieregister, 'n halfoutomatiese tydregistreerder 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 die einde 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, in 'n inskrywing 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 Werkgewer moet die presensieregister in subklousule (1) bedoel, of die kaarte in subklousule (2) bedoel, na gelang van die geval, vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop, bewaar.

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

- (a) 'n werknemer wat uit hoofde van klousule 5 (7) (a) van die werkurebepalings 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 418, gepubliseer by Goewermentskennisgewing R. 2444 van 13 November 1981, soos gewysig by Goewermentskennisgewing R. 669 van 5 April 1984.)

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

No. .... Name of employee ..... His class .....  
Week ended ..... 19 .....

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

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

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

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

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

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

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

(5) This clause shall not apply to—

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

(*Note.*—In terms of section 18 of the Wage Act, 1957, the Wage Determination on the above Schedule supersedes Wage Determination 418, published under Government Notice R. 2444 of 13 November 1981, as amended by Government Notice R. 669 of 5 April 1984.)

## INHOUD

No.

Bladsy  
No. Staats-  
koerant  
No.

### GOEWERMENTSKENNISGEWING

Mannekrag, Departement van  
Goewermentskennisgewing

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Glas- en Glaswarenywerheid, Republiek van  
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of South Africa

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