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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 1973

8 September 1989

WAGE ACT, 1957

WAGE DETERMINATION 463—MEAT, COLD STORAGE, BACON CURING AND SMALL GOODS INDUSTRY, CERTAIN AREAS

By direction of the Acting Minister of Manpower it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Acting 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 Meat, Cold Storage, Bacon Curing and Small Goods Industry, Certain Areas, 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 in the areas specified in subclause (2) (a) and (b) apply to every employer in the Meat, Cold Storage, Bacon Curing and Small Goods Industry as defined in subclause (3) (a) and (b), and to all his employees in that industry: Provided that the Determination shall not apply to—

- (a) an employer while he is a new employer as defined in subclause (4);
- (b) a small employer as defined in subclause (5); or
- (c) a manager as defined in subclause (6).

(2) (a) The Meat Industry:

Cape Province.—The Magisterial Districts of Bellville, East London, Goodwood, Kimberley, Kuils River, Oudtshoorn, Port Elizabeth, Simon's Town, Somerset West, Stellenbosch, Strand, The Cape, Uitenhage and Wynberg and the municipal areas of Aliwal North, Beaufort West, Burgersdorp, Caledon, Ceres, Cradock, De Aar, George, Graaff-Reinet, Grahamstown, Hermanus, King William's Town, Knysna, Kuruman, Malmesbury, Middelburg, Montagu, Moorreesburg, Mossel Bay, Paarl, Queenstown, Riversdale, Robertson, Somerset East, Swellendam, Upington, Vredenburg-Saldanha, Vryburg, Wellington and Worcester;

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 1973

8 September 1989

LOONWET, 1957

LOONVASTELLING 463.—VLEIS-, KOELKAMER-, SPEKBEREIDING- EN KLEINGOEDERENYWERHEID, SEKERE GEBIEDE

In opdrag van die Waarnemende Minister van Mannekrag, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957 bekendgemaak dat die Waarnemende 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 Vleis-, Koelkamer-, Spekbereiding- en Kleingoederenywerheid, Sekere Gebiede, gemaak en die derde Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN VASTELLING

(1) Hierdie vasstelling is van toepassing in die gebiede soos in subklousule (2) (a) en (b) vermeld op elke werkgewer in die Vleis-, Koelkamer-, Spekbereiding- en Kleingoederenywerheid, soos in subklousule (3) (a) en (b) omskryf, en op al sy werknemers in daardie nywerheid: Met dien verstande dat die Vasstelling nie van toepassing is nie op—

- (a) 'n werkgewer vir so lank as wat hy 'n nuwe werkgewer is soos in subklousule (4) omskryf;
- (b) 'n klein werkgewer soos in subklousule (5) omskryf; of
- (c) 'n bestuurder soos in subklousule (6) omskryf.

(2) (a) Die Vleisnywerheid:

Kaapprovinsie.—Die landdrostdistrikte Bellville, Die Kaap, Goodwood, Kimberley, Kuilsrivier, Oos-Londen, Oudtshoorn, Port Elizabeth, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage en Wynberg en die munisipale gebiede van Aliwal-Noord, Beaufort-Wes, Burgersdorp, Caledon, Ceres, Cradock, De Aar, George, Graaff-Reinet, Grahamstad, Hermanus, King William's Town, Knysna, Kuruman, Malmesbury, Middelburg, Montagu, Moorreesburg, Mosselbaai, Paarl, Queenstown, Riversdal, Robertson, Somerset-Oos, Swellendam, Upington, Vredenburg-Saldanha, Vryburg, Wellington en Worcester;

Natal.—The Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Pinetown, Pietermaritzburg and Port Shepstone and the municipal areas of Dundee, Empangeni, Estcourt, Glencoe, Kokstad, Ladysmith, Newcastle, Scottburgh, Stanger and Vryheid;

Orange Free State.—The Magisterial Districts of Bloemfontein, Odendaalsrus, Sasolburg (excluding the municipal area of Deneyville), Virginia and Welkom and the municipal areas of Bethlehem, Ficksburg, Harrismith, Heilbron, Kroonstad, Ladybrand, Parys and Senekal;

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Highveld Ridge, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom and the municipal areas of Balfour, Barberton, Bethal, Brits, Bronkhorstspuit, Christiana, Delmas, Ermelo, Fochville, Groblersdal, Heidelberg, Klerksdorp, Lichtenburg, Louis Trichardt, Lydenburg, Middelburg, Nelspruit, Nylstroom, Orkney, Phalaborwa, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Rustenburg, Standerton, Stilfontein, Thabazimbi, Tzaneen, Volksrust, Warmbaths, Witbank, White River, Wolmaranstad and Zeerust.

(b) The Cold Storage, Bacon Curing and Small Goods Industry:

Cape Province.—The Magisterial Districts of Aliwal North, Barkly West, Bellville, East London, Goodwood, Kimberley, Kuils River, Malmesbury, Oudtshoorn, Paarl, Port Elizabeth, Queenstown, Simon's Town, Somerset West, Stellenbosch, Strand, The Cape, Uitenhage, Worcester and Wynberg and the municipal areas of George, Grahamstown, Knysna, Mossel Bay and Upington;

Natal.—The Magisterial Districts of Chatsworth, Durban, Estcourt, Inanda, Klip River, Mooi River, Pietermaritzburg, Pinetown, Port Shepstone and Richmond and the municipal areas of Empangeni and Newcastle;

Orange Free State.—The Magisterial Districts of Bethlehem, Bloemfontein, Kroonstad, Odendaalsrus, Parys, Sasolburg, Virginia and Welkom and the municipal area of Harrismith;

Transvaal.—The Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg, Highveld Ridge, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Standerton, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom and the municipal areas of Ermelo, Middelburg, Nelspruit, Pietersburg, Piet Retief, Potgietersrus, Rustenburg and Witbank.

3 (a) "Meat Industry" means the industry in which employers and employees are associated for—

(i) the slaughtering of livestock;

(ii) the handling, preparation, preservation, sale or distribution of meat by any person who, in terms of a proclamation published under section 14 of the Marketing Act, 1968 (Act No. 59 of 1968), is required to be registered with the Meat Board, or the business of selling or offering or displaying meat for sale in any quantity in a shop;

(iii) the sale in such shop, in conjunction with the sale of meat, of sausages, polony, offal, ham, bacon, eggs, butter and salted, frozen or preserved meat or fish; and

(iv) the purchase or sale of livestock if carried on in conjunction with any one or more of the activities mentioned under (ii);

and includes all operations incidental to or consequent on any of the aforesaid activities, but does not include—

(aa) the sale of prepacked frozen meat cuts from a café or by a general dealer who is registered by the Meat Board to trade in such products;

(ab) employers and employees in so far as they are subject to the authority of any industrial council;

(ac) any activities carried on by a farmer as part of his farming operations.

and for the purposes of this paragraph—

"livestock" means any bull, cow, heifer, ox, tolly, calf, sheep, lamb, goat, pig, antelope or other quadruped intended for human consumption and includes a horse, donkey, mule, ostrich and poultry; and

"meat" means meat intended for human consumption and includes venison, horse, mule, donkey, rabbit, poultry and ostrich-meat.

Natal.—Die landdrosdistrikte Camperdown, Chatsworth, Durban, Inanda, Pinetown, Pietermaritzburg en Port Shepstone en die munisipale gebiede van Dundee, Empangeni, Estcourt, Glencoe, Kokstad, Ladysmith, Newcastle, Scottburgh, Stanger en Vryheid;

Oranje-Vrystaat.—Die landdrosdistrikte Bloemfontein, Odendaalsrus, Virginia, Sasolburg (uitgesonderd die munisipale gebied van Deneyville) en Welkom en die munisipale gebiede van Bethlehem, Ficksburg, Harrismith, Heilbron, Kroonstad, Ladybrand, Parys en Senekal;

Transvaal.—Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Hoëveldrif, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom en die munisipale gebiede van Balfour, Barberton, Bethal, Brits, Bronkhorstspuit, Christiana, Delmas, Ermelo, Fochville, Groblersdal, Heidelberg, Klerksdorp, Lichtenburg, Louis Trichardt, Lydenburg, Middelburg, Nelspruit, Nylstroom, Orkney, Phalaborwa, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Rustenburg, Standerton, Stilfontein, Thabazimbi, Tzaneen, Volksrust, Warmbad, Witbank, Witrivier, Wolmaranstad en Zeerust.

(b) Die Koelkamer-, Spekbereiding- en Kleingoederenverwerheid:

Kaapprovinsie.—Die landdrosdistrikte Aliwal-Noord, Barkly-Wes, Bellville, Die Kaap, Goodwood, Kimberley, Kuilsrivier, Malmesbury, Oos-Londen, Oudtshoorn, Paarl, Port Elizabeth, Queenstown, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Worcester en Wynberg en die munisipale gebiede van George, Grahamstad, Knysna, Mosselbaai en Upington;

Natal.—Die landdrosdistrikte Chatsworth, Durban, Estcourt, Inanda, Kliprivier, Mooirivier, Pietermaritzburg, Pinetown, Port Shepstone en Richmond en die munisipale gebiede van Empangeni en Newcastle;

Oranje-Vrystaat.—Die landdrosdistrikte Bethlehem, Bloemfontein, Kroonstad, Odendaalsrus, Parys, Sasolburg, Virginia en Welkom en die munisipale gebied van Harrismith;

Transvaal.—Die landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg, Hoëveldrif, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Standerton, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom en die munisipale gebiede van Ermelo, Middelburg, Nelspruit, Pietersburg, Piet Retief, Potgietersrus, Rustenburg en Witbank.

(3) (a) "Vleisnywerheid" beteken die nywerheid waarin werkgevers en werknemers met mekaar geassosieer is vir—

(i) die slag van lewende hawe;

(ii) die hantering, voorbereiding, preservering, verkoop of verspreiding van vleis deur enige persoon van wie ooreenkomstig 'n proklamasie gepubliseer ingevolge artikel 14 van die Bemarkingswet 1968 (Wet No. 59 van 1968), vereis word om by die Vleisraad geregistreer te wees, of die besigheid om vleis in enige hoeveelheid in 'n winkel te verkoop of vir verkoop aan te bied of uit te stal;

(iii) die verkoop van wors, polonie, afval, ham, spek, eiers, botter en gesoute, bevrore of gepreserveerde vleis of vis in sodanige winkel, tesame met die verkoop van vleis; en

(iv) die koop of verkoop van lewende hawe indien dit geskied tesame met een of meer van die werksaamhede onder (ii) genoem;

en dit omvat alle werksaamhede wat met enigeen van voormelde bedrywighede in verband staan of daaruit voortspruit, maar dit omvat nie—

(aa) die verkoop van voorafverpakte bevrore vleissnitte vanuit 'n kafee of deur 'n algemene handelaar wat by die Vleisraad geregistreer is om met sodanige produkte handel te dryf nie;

(ab) werkgevers en werknemers vir sover as wat hulle aan die gesag van enige nywerheidsraad onderworpe is nie; of

(ac) enige werksaamhede wat deur 'n boer as deel van sy boerderybedrywighede uitgeoefen word nie;

en by die toepassing van hierdie paragraaf beteken—

"lewende hawe" enige bul, koei, vers, os, tollie, kalf, skaap, lam, bok, vark, wildsbok of ander viervoetige dier wat bedoel is vir menslike verbruik en dit sluit 'n perd, 'n donkie, 'n muil, 'n volstruis en pluimvee in; en

"vleis" vleis wat vir menslike verbruik bedoel is en dit omvat ook wilds-, perde-, muil-, esel-, konyn-, pluimvee- en volstruisvleis.

(b) "Cold Storage, Bacon Curing and Small Goods Industry" means the industry in which employers and employees are associated for the purpose of carrying on any one or more of the following activities:

- (i) The freezing, chilling or storing in cold storage of any article for reward;
- (ii) the preparation of manufacture of bacon, biltong or raw sausages;
- (iii) the preparation, manufacture, preservation, canning, bottling or sealing of cooked meat products (the sole or main ingredient of which is meat, but excluding sausage rolls, meat pies or confectionery of a similar nature) marketed in quantities and in a form suitable for sale to individual final consumers without further processing or preparation, including cooked salt beef, cooked sausages, polony, brawn, black pudding, mincemeat, fricadels, meat balls and pastes, extracts or other products in which the meat is minced, cut up, chopped or otherwise subdivided into portions as an ingredient in such products;
- (iv) the preparation or manufacture of salted, smoked, cured or pickled meat or meat products (the sole or main ingredient of which is meat);
- (v) the scraping of guts or the manufacture or preparation of sausage or polony casings;
- (vi) the extraction or rendering of lard, dripping or other animal fats;

and includes all activities incidental to or consequent on any of the aforesaid activities, but does not include any of the activities referred to above if carried on incidental to the conduct of a tearoom, restaurant or retail butchery.

(4) "New employer" means a business newly established in the Meat, Cold Storage, Bacon Curing and Small Goods Industry during the first 12 months of its existence in this industry. [See also the proviso to clause 3 (1) (a)].

(5) "Small employer" means an employer who is engaged as such—

- (a) only in the Meat Industry and who at all times employs less than five employees in the aggregate; or
 - (b) only in the Cold Storage, Bacon Curing and Small Goods Industry and who at all times employs less than eleven employees in the aggregate; or
 - (c) only in the Meat Industry as well as the Cold Storage, Bacon Curing and Small Goods Industry and who at all times employs less than eleven employees in the aggregate.
- (6) "Manager" means an employee who is charged by his employer with the overall supervision over, responsibility for and direction of the activities of an establishment or 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

For the purposes of this determination, unless the context otherwise indicates, any expression used therein which is defined in the Wage Act, 1957, has the same meaning as in that Act and 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 the industry as such—

- (1) "apprentice" means an employee employed in terms of a contract of apprenticeship registered or deemed to have been registered in terms of the Manpower Training Act, 1981, and includes and employee employed in a trade designated or deemed to have been designated in terms of that Act for a period prior to the registration of a contract of apprenticeship; (48)
- (2) "artisan" means an employee other than a blockman, 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 provided otherwise in this determination; (1)

(b) "Koelkamer-, Spekbereiding- en Kleingoederenrywerheid" beteken die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om een of meer van die volgende werksaamhede te verrig:

- (i) Die bevriesing, verkoeling of opberging in koelkamers van enige artikel teen vergoeding;
- (ii) die bereiding of vervaardiging van spek, biltong of rou wors;
- (iii) die bereiding, vervaardiging, preservering, inmaak, bottel of verseëling van gaar vleisprodukte (waarvan vleis die enigste of die hoofbestanddeel is, maar uitgesonderd worsrolletjies, vleispasteie of soortgelyke banket) wat in hoeveelhede en in 'n vorm wat geskik is vir verkoop aan individuele eindverbruikers sonder verdere verwerking of bereiding afgeset word, met inbegrip van gaar sout-beesvleis, gaar wors, polonies, sult, bloedwors, maalvleis, frikkadelle, vleisbolletjies en smere, ekstrakte of ander produkte waarvan die vleis gemaal, opgesny, gekap of op 'n ander wyse in stukies verdeel word as 'n bestanddeel van sodanige produk;
- (iv) die bereiding of vervaardiging van gesoute, geroekte, gekuurde of gepekeld vleis of vleisprodukte (waarvan vleis die enigste of die hoofbestanddeel is);
- (v) die skoonkraap van derms of die vervaardiging of bereiding van wors- of poloniederms;
- (vi) die ekstraheer of uitbraai van varkvet, driupvet of ander diervette;

en dit omvat alle werksaamhede wat met enige van voormelde werksaamhede in verband staan of daaruit voortspruit, maar dit omvat geeneen van bogenoemde werksaamhede nie indien dit bykomend tot die bedryf van 'n teekamer, restaurant of kleinhandelslagtery verrig word.

(4) "Nuwe werkgewer" beteken 'n nuutgestigte besigheid in die Vleis-, Koelkamer, Spekbereiding- en Kleingoederenrywerheid gedurende die eerste 12 maande van sy bestaan in hierdie nywerheid [kyk ook die voorbehoud in klousule 3 (1) (a)].

(5) "Klein werkgewer" beteken 'n werkgewer wat as sodanig—

- (a) slegs in die Vleisnywerheid betrokke is en te alle tye minder as vyf werknemers altesaam in diens het; of
- (b) slegs in die Koelkamer-, Spekbereiding- en Kleingoederenrywerheid betrokke is en te alle tye minder as elf werknemers altesaam in diens het; of
- (c) slegs in sowel die Vleisnywerheid as die Koelkamer-, Spekbereiding- en Kleingoederenrywerheid betrokke is en te alle tye minder as elf werknemers altesaam in diens het.

(6) "Bestuurder" beteken 'n werknemer wat deur sy werkgewer belas is met die 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

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

A. In die nywerheid as sodanig—

- (1) "ambagsman" 'n werknemer, uitgesonderd 'n blokman, 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 enige ander werknemer wat werk doen wat gewoonlik deur 'n ambagsman verrig word, behalwe waar spesifiek anders in hierdie vasstelling bepaal word; (2)
- (2) "ambagsmanshulp" 'n werknemer, uitgesonderd 'n vakleerling of 'n kwekeling, wat onder die leiding en toesig van 'n ambagsman laasgenoemde bystaan in die uitvoering van take wat nie die opleiding of bedrewenheid van 'n ambagsman vereis nie; (3)

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

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

(5) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (26)

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

(7) "clerk" means an employee who is engaged in writing, typing, filing, operating a calculating or punch card machine or in any other form of clerical work and includes a storeman, a despatch clerk, a cashier and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work; (19)

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

(9) "cutter" means an employee who is engaged in stunning, killing or slitting throats of livestock (excluding poultry and ostriches); (17)

(10) "daily wage" means, except in the case of a casual employee, an employee's weekly wage divided by the number of days on which he ordinarily works in a week; (9)

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

(12) "despatch clerk" means an employee who is responsible for the despatch or 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; (49)

(13) "dolly" means a trailer on which a semi-trailer rests and which converts the latter into a trailer; (11)

(14) "driver" means an employee, other than a chauffeur, who is engaged in driving a motor vehicle and, for the purpose 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; (12)

(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 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 hours of work;

(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 which is necessary—

(i) to ensure the maintenance or provision of power, light, water, telephone, public health, sanitary, cleansing, public transport or airport services;

(ii) for the fulfilment of orders for the supply of goods to, or the provision of services in connection with ships, trains, air services, hospitals or the armed forces;

(e) any work connected with the unloading of perishable products from vehicles, other than vehicles referred to in subparagraph (c), for the purpose of storage against deterioration; (35)

(3) "bediener van 'n mobiele hystoestel" 'n werknemer wat 'n kragaangedrewe mobiele hystoestel bedien wat by die laai, aflaai, versit of opstapel van goedere gebruik word; (31)

(4) "betaalde vakansiedag" Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val), Goede Vrydag, Hemelvaartdag, Republiekdag, Geloftedag en Kersdag; (38)

(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; (19)

(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; (20)

(7) "chauffeur" 'n werknemer, uitgesonderd 'n drywer, wat 'n motorvoertuig dryf wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgewer, 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 of 'n wag, 'n tydperk van 24 uur beteken, gereken vanaf die tydstop waarop so 'n werknemer begin werk; (11)

(9) "dagloon", behalwe in die geval van 'n los werknemer, die werknemer se weekloon gedeel deur die getal dae waarop die werknemer gewoonlik in 'n week werk; (10)

(10) "deelytse werknemer" 'n werknemer wat as sodanig by die week of die maand vir hoogstens vyf gewone werkure op 'n dag en 25 gewone werkure in 'n week werksaam is; (39)

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

(12) "drywer" 'n werknemer, uitgesonderd 'n chauffeur, wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordomsynging omvat die uitdrukking " 'n motorvoertuig dryf" alle tydperke wat die werknemer dryf, alle 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)

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

(14) "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)

(15) "gekwalifiseerd", met betrekking tot 'n werknemer, dat die tydperk van die werknemer se ondervinding in sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; omgekeerd beteken "ongekwalifiseerd" dat die tydperk van die werknemer se ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (41)

(16) "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; (36)

(17) "keelafsnijer" 'n werknemer wat lewende hawe (uitgesonderd pluimvee en volstruise) verdoof, dood of keelafsnij; (8)

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

(19) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig of 'n reken- of ponskaartmasjien bedien en omvat ook 'n magasynman, 'n versendingsklerk, 'n kassier 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)

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

(16) "experience" means in relation to—

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

(b) a blockman, blockman's assistant, mass-measurer and pricer, slaughterman or sales assistant, the total period or periods of employment which an employee has had as a blockman, blockman's assistant, mass-measurer and pricer, slaughterman or sales assistant, respectively, in the Meat Trade;

(c) any other class of employee, the total period or periods of employment which an employee has had in his class in the Meat Industry or in the Cold Storage, Bacon Curing and Small Goods Industry; (36)

(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; (13)

(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; (14)

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

(20) "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; (6)

(21) "heavy motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 9 000 kg but not 16 000 kg; (43)

(22) "heavy motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 9 000 kg but not 16 000 kg; (44)

(23) "hourly wage" means, except in the case of a casual employee, an employee's weekly wage divided by his weekly ordinary hours of work; and in the case of a part-time employee his weekly wage divided by 25; (47)

(24) "law" includes the common law; (53)

(25) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (24)

(26) "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; (38)

(27) "mechanical horse" means a motor vehicle designed or adapted to pull other vehicles and not to carry a load other than a trailer, a semi-trailer or ballast resting on it, and does not include a tractor; (50)

(28) "medium motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 3 500 kg but not 9 000 kg; (29)

(29) "medium motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg; (30);

(30) "military service" means any service or training in terms of the Defence Act, 1957 (Act 44 of 1957); (31)

(31) "mobile hoist operator" means an employee who is engaged in operating a mobile power-driven hoist used in the loading, unloading, moving or stacking of goods; (3)

(32) "monthly wage" means an employee's weekly wage multiplied by four and a third; (27)

(33) "motor vehicle" means any self-propelled vehicle with an engine capacity exceeding 100 cm³ used for conveying goods and includes a mechanical horse, a two or three-wheeled motor cycle, a motor scooter, an autocycle and a tractor but does not include a mobile hoist; (32)

(34) "motor vehicle (articulated)" means a combination of vehicles consisting of a motor vehicle and a semi-trailer or trailer; (33)

(21) "korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n handelslapse, wisselvalligheid van die weer, '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; (45)

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

(23) "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; (43)

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

(25) "loon" die bedrag geld wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkeure: Met dien verstande dat as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkeure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken, maar dit mag nie so uitgelê word dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op '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 "maandloon" en "weekloon" het ooreenstemmende betekenisse; (51)

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

(27) "maandloon" die werknemer se weekloon gemaal met vier en een derde; (32)

(28) "magasynman" 'n werknemer wat beheer het oor voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat daarvoor verantwoordelik is om dit in 'n magasyn, pakhuis of koelkamer te ontvang, op te berg, te verpak of uit te pak of om dit uit 'n magasyn, pakhuis of koelkamer aan dié verbruiksafdelings in 'n bedryfsinrigting of vir versending te lewer, wat die nodige aantekeninge in verband daarmee hou en wat vleis mag aankoop; (46)

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

(30) "medium motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuigmassa meer as 3 500 kg maar hoogstens 9 000 kg is; (29)

(31) "militêre diens" enige diens of opleiding kragtens die Verdedigingswet, 1957 (Wet No. 44 van 1957); (30)

(32) "motorvoertuig" enige selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm³ wat gebruik word vir die vervoer van goedere, en omvat 'n voorspanmotor, 'n twee- of driewiel-motorfiets, 'n bromponie, 'n outofiets en 'n trekker, maar nie ook 'n mobiele hystoestel nie; (33)

(33) "motorvoertuig (gelede)" 'n kombinasie van voertuig bestaande uit 'n motorvoertuig en 'n leunwa of 'n sleepwa; (34)

(34) "motorvoertuig (nie-gelede)" 'n motorvoertuig uitgesonderd 'n motorvoertuig (gelede); (35)

(35) "noodwerk"—

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

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

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

(i) skepe;

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

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

(35) "motor vehicle (rigid)" means a motor vehicle other than a motor vehicle (articulated); (34)

(36) "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 hours, such shorter hours; (16)

(37) "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 paid holiday; (37)

(38) "paid 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 and Christmas Day; (4)

(39) "part-time employee" means an employee employed by the week or month for not more than five ordinary hours of work on any day and 25 ordinary hours of work in any week; (10)

(40) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (42)

(41) "qualified", in relation to an employee, means that the period of experience of an employee in his class entitles him to the highest wage rate prescribed for that class, and conversely "unqualified" means that his period of experience in his class does not entitle him to such highest wage rate; (15)

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

(a) Searching goods or vehicles;

(b) searching persons and if necessary restraining them;

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

(d) supervising or controlling watchmen;

and who may be required to perform any or all of the duties of a watchman; (39)

(43) "semi-trailer" means a trailer without a front axle and designed or adapted to rest on and be drawn by a mechanical horse (23);

(44) "shift worker" means an employee who is engaged on shift work in an establishment in which two or three consecutive shifts per day on not more than six days per week are worked; (40)

(45) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, vagaries of the weather, shortage of raw materials or packing material, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (21)

(46) "storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store, warehouse or cold storage or delivering goods from a store, warehouse or cold storage to the consuming departments in an establishment, or for despatch, who keeps the necessary records in this connection and who may purchase meat; (28)

(47) "tractor" means a motor vehicle designed or adapted to draw other vehicles and not to carry any load; (45)

(48) "trailer" means a vehicle which is not self-propelled but designed or adapted to be pulled by a motor vehicle, and includes a dolly; (41)

(49) "trainee" means an employee, other than an apprentice, for whom training is being provided in terms of the Manpower Training Act, 1981, in a trade designated or deemed to have been designated in terms of that Act; (22)

(50) "ultra heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 25 000 kg; (46)

(d) enige werk wat nodig is—

(i) om te verseker dat krag-, lig-, water-, telefoon-, openbare gesondheids-, sanitêre, skoonmaak-, openbare vervoer- of lughawediensle in stand gehou of verskaf word;

(ii) vir die uitvoering van bestellings vir die lewering van goedere aan of die verskaffing van dienste in verband met skepe, treine, lugdienste, hospitale of die gewapende magte;

(e) enige werk in verband met die aflaai van bederfbare produkte van voertuie af, uitgesonderd voertuie in paragraaf (c) vermeld, met die doel om dit op te berg teen bederf; (15)

(36) "ondervinding", met betrekking tot—

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

(b) 'n blokman, blokmanassistent, massameter en prysbepaler, slagman of verkoopsassistent, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as blokman, blokmanassistent, massameter en prysbepaler, slagman of verkoopsassistent in die Vleisnywerheid werksaam was;

(c) enige ander klas werknemer, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Vleisnywerheid of die Koelkamer-, Spekbereiding- en Kleingoederenwyerheid werksaam was; (16)

(37) "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 omvat nie 'n tydperk waarin 'n werknemer op 'n Sondag of op 'n betaalde vakansiedag vir sy werkgever werk nie; (37)

(38) "plaaslike owerheid" 'n munisipale raad, stadsraad, afdelingsraad, dorpsbestuursraad 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; (26)

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

(a) Goedere of voertuie deursoek;

(b) persone deursoek en indien nodig, terughou;

(c) die gang van persone of voertuie deur kontrolepunte of hekke kontroleer, aanteken of daarvoor verslag doen;

(d) oor wagte toesig hou of hulle beheer;

en van wie ook vereis kan word om enige van of al die pligte van 'n wag te verrig; (42)

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

(41) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie en wat ontwerp of ingerig is om deur 'n motorvoertuig getrek te word en sluit 'n drastel in; (48)

(42) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (40)

(43) "swaar motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (21)

(44) "swaar motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuig-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (22)

(45) "trekker" 'n motorvoertuig ontwerp of ingerig om ander voertuie mee te trek en nie om 'n vrag daarop te dra nie; (47)

(46) "ultra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuig-massa of die bruto kombinasie-massa 25 000 kg oorskry; (50)

(47) "uurloon", uitgesonderd in die geval van 'n los werknemer, die werknemer se weekloon gedeel deur sy gewone weeklikse werkure, en in die geval van 'n deeltydse werknemer sy weekloon gedeel deur 25; (25)

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

(51) "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 his 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 "monthly wage" and "weekly wage" has a corresponding meaning; (25)

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

(a) Guarding, protecting or patrolling premises, buildings, structures or other fixed or movable property; (51)

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

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

B. In the Meat Industry—

(1) "blockman" means an employee, other than a blockman's assistant or a sales assistant, who performs any one or more of the following duties:

(a) In any establishment—

(i) cutting up meat intended for sale by retail;

(ii) being responsible for making polonies, brawn, sausages or any other small goods or meat products, or for cooking or preserving meat or preparing bacon;

(b) in a retail business—

(i) serving customers;

(ii) selling meat;

(iii) making up orders;

(iv) supervising other employees;

(v) performing any other duties; (3)

(2) "blockman's assistant" means an employee who breaks down carcasses or quarters or who under the general supervision of a qualified blockman cuts up meat; (4)

(3) "chargehand" means an employee who is in control of a group of general workers; (8)

(4) "delivery employee or messenger" means an employee who is engaged in delivering or collecting goods, letters or messages on foot or by means of a bicycle, tricycle, hand-propelled vehicle or a two or three-wheeled motor cycle, motor scooter or autocycle with an engine capacity not exceeding 100 cm³, and who may take orders from customers or receive cash on C.O.D. sales; (1)

(5) "first blockman" means a qualified blockman in charge of an establishment in which at least one other blockman is employed and, where only one blockman is employed, such blockman shall be deemed to be a first blockman; (5)

(6) "foreman slaughterman" means a slaughterman who is in charge of slaughtering operations in an establishment, who supervises slaughtermen and slaughtermen's assistants and who is accordingly responsible to a manager; (12)

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

(a) Driving, herding, feeding, watering or tending livestock;

(b) removing goods from or putting them onto a moving belt;

(c) sawing or cutting horns, heads or hoofs from carcasses;

(d) operating a hand hoist;

(e) assisting on vehicles;

(f) determining mass to a pre-set massmeter;

(g) assisting an artisan or artisan's aide by holding articles or tools or otherwise working with such employees, other than by the independent use of tools;

(h) carrying, hoisting, stacking, wrapping, packing or moving (other than by power-driven devices) carcasses, hides, skins, meat, utensils or any other articles, packages or goods;

(i) salting meat;

(j) salting or scraping hides, skins, offal or guts;

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

(50) "voorspanmotor" 'n motorvoertuig ontwerp of ingerig om ander voertuie mee te trek en om nie 'n ander vraag as dié wat in die vorm van 'n sleepwa, leunwa of ballas daarop rus, te dra nie en sluit nie 'n trekker in nie; (27)

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

(a) Geboue, persele, strukture of ander vaste of roerende eiendom bewaak, beskerm of patrolleer;

(b) hanteer of beheer in die uitvoering van een of meer van die pligte in (a) bedoel.

(52) "week", met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van sodanige werknemer gewoonlik val; (53)

(53) "wet" ook die gemene reg. (24)

B. In die Vleisnywerheid—

(1) "afleweringswerknemer of bode" 'n werknemer wat goedere, briewe of boodskappe te voet of deur middel van 'n trapfiets, driewieler, handvoertuig, 'n twee- of driewielmotorfiets, bromponie of outofiets met 'n enjinkapasiteit van hoogstens 100 cm³ aflewer of afhaal en wat bestellings van klante mag opneem of wat kontant by KBA-verkope mag ontvang; (4)

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

(a) Aanjaag, oppas, voer, water gee of versorg van lewende hawe;

(b) afneem van of plaas van goedere op 'n bewegende vervoerband;

(c) afsaag of afsny van die horings, koppe of pote van karkasse;

(d) bedien van 'n handhysmasjien;

(e) behulpsaam wees op voertuie;

(f) bepaling van massa volgens 'n voorafgestelde massameter;

(g) bystaan van 'n ambagsman of ambagsmanshulp deur artikels of gereedskap vas te hou of op 'n ander manier met sodanige werknemers saam te werk sonder om die gereedskap selfstandig te gebruik;

(h) dra, ophys, opstapel, toedraai, verpak of verplaas (uitgesonderd met behulp van kragaangedrewe toestelle) van karkasse, huide, velle, vleis, gerei of enige artikels, pakkies of goedere;

(i) insout van vleis;

(j) insout van skraap van huide, velle, afval of derms;

(k) in- of uitspan van trekdier;

(l) laai of aflaai van karkasse, lewende hawe, vleis of enige ander artikels of goedere;

(m) maak en aan die brand hou van vure;

(n) maak en bedien van tee, koffie of dergelike drankte of verversings vir werknemers, die werkgewer, gaste of besoekers;

(o) maal met 'n masjien van vleis of vet;

(p) meet volgens 'n voorafgestelde maat;

(q) meng van bestanddele (vir die maak van wors) waarvan die massa of hoeveelheid vooraf deur 'n blokman bepaal is;

(r) olie of smeer van nie-kragaangedrewe voertuie;

(s) oop- of toemaak van bale, dromme, kiste of ander houters, deure, vensters, luuke of hekke;

(t) oopvou van worsderms of -omhulsels;

(u) opsny van vet of vleis om gemaal te word;

(v) pluk van pluimvee;

(w) saag of in stukke kap van sopvleis, bene of vet;

(x) sjabloneer, stempel, merk of etiketteer van karkasse houters of pakkies mits geen keuse of oordeel vereis word nie;

(y) skoonmaak, was, sorteer of ontsmet van persele, voertuie, installasie, masjinerie, gereedskap, gerei of enige ander artikels of karkasse, pluimvee of lewende hawe, afval, huide, velle, derms of worsderms;

- (k) harnessing or unharnessing draught-animals;
 - (l) loading or unloading carcasses, livestock, meat or any other articles or goods;
 - (m) making and maintaining fires;
 - (n) making tea, coffee or similar beverages or refreshments and serving this to employees, the employer, guests or visitors;
 - (o) mincing meat or fat with a machine;
 - (p) measuring to a pre-set measure;
 - (q) mixing ingredients (to make sausages), the mass or quantity of which is pre-determined by a blockman;
 - (r) oiling or greasing non-power-driven vehicles;
 - (s) opening or closing bales, drums, boxes or other containers, doors, windows, shutters or gates;
 - (t) unfolding sausage casings;
 - (u) cutting up fat or meat to be minced;
 - (v) plucking poultry;
 - (w) sawing or chopping up soup meat, bones or fat;
 - (x) stencilling, rubber stamping, marking or labelling carcasses, containers or packages where no selection or discretion is involved;
 - (y) cleaning, washing, sorting or disinfecting premises, vehicles, plant, machinery, tools, utensils or any other articles or carcasses, poultry or livestock, offal, hides, skins, guts or sausage casings;
 - (z) killing or packaging poultry;
 - (aa) melting fat;
 - (ab) pushing or pulling vehicles or handcarts (other than by power-driven device);
 - (ac) cutting up meat, bones or fat;
 - (ad) stuffing sausage casings;
 - (ae) cutting off meat from bones;
 - (af) rendering of fat;
 - (ag) strapping or wiring boxes or other containers;
 - (ah) tying polonies or sausages;
 - (ai) feeding or emptying a meat mincer;
 - (aj) removing ashes or refuse;
 - (ak) gardening;
 - (al) sealing meat in packages;
 - (am) folding containers or paper;
 - (an) filling or emptying containers;
 - (ao) quartering carcasses;
 - (ap) washing or ironing uniforms, overalls or other protective clothing; (2)
- (8) "mass measurer and pricer" means an employee in a self-service shop who is engaged in mass-measuring and pricing wrapped and sealed parcels of previously cut or processed meat, or who may wrap such meat or seal such parcels; (7)
- (9) "retail trade" means that part of the Meat Trade in which employers and employees are associated for the purpose of selling meat by retail from a fixed place of business; (6)
- (10) "sales assistant" means an employee who, in a retail business, is engaged in serving customers or wrapping or parcelling orders and who may, for this purpose, mass-measure meat or slice or divide processed meat or small goods or deal with or otherwise further divide meat previously cut up by a blockman for sale by retail; (11)
- (11) "slaughterman" means an employee who is engaged in killing livestock, other than poultry, or in flaying, dressing or splitting, who may superwise slaughtermen's assistants and who may perform any of the duties of a cutter; (9)
- (12) "slaughterman's assistant" means an employee who, under the supervision of a slaughterman or a blockman, is engaged in flaying, dressing or splitting carcasses and in operations incidental thereto; (10)

- (z) slag of verpak van pluimvee;
- (aa) smelt van vet;
- (ab) stoot of trek (uitgesonderd met behulp van 'n kragange-drewe toestel) van voertuie of handkarre;
- (ac) sny van vleis, bene of vet in stukke;
- (ad) stop van worsderms;
- (ae) skoonsny van bene;
- (af) uitbraai van vet;
- (ag) vasmaak met bande of draad van kiste of ander houers;
- (ah) vasbind van polonies of wors;
- (ai) voer of leegmaak van 'n vleismeule;
- (aj) verwyder van as of vullis;
- (ak) verrig van tuinwerk;
- (al) verseël van vleis in pakkies;
- (am) vou van houers of papier;
- (an) vul of leegmaak van houers;
- (ao) vierendeel van karkasse;
- (ap) was of stryk van uniforms, oorpakke of ander besker-mende klere; (7)

(3) "blokman" 'n werknemer, uitgesonderd 'n blokmanassistent of 'n verkoopsassistent, wat een of meer van die volgende pligte uitvoer:

- (a) In enige bedryfsinrigting—
 - (i) vleis opsny wat vir verkoop in die kleinhandel bedoel is;
 - (ii) verantwoordelik is vir die maak van polonie, sult, wors of enige ander kleingoedere- of vleisprodukte, of die gaarmaak of preserving van vleis of die bereiding van spek;
- (b) in 'n kleinhandelsbesigheid—
 - (i) klante bedien;
 - (ii) vleis verkoop;
 - (iii) bestellings opmaak;
 - (iv) toesighou oor ander werknemers;
 - (v) enige ander pligte verrig; (1)

(4) "blokmanassistent" 'n werknemer wat karkasse of kwarte uitmekaarmaak of wat onder die algemene toesig van 'n gekwalifiseerde blokman vleis opsny; (2)

(5) "eerste blokman" 'n gekwalifiseerde blokman wat in beheer is van 'n bedryfsinrigting waarin minstens een ander blokman in diens is, en as daar net een blokman in diens is, word sodanige blokman geag 'n eerste blokman te wees; (5)

(6) "kleinhandel" dié deel van die vleisnywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om vleis by die kleinmaat vanuit 'n vaste besigheidsplek te verkoop; (9)

(7) "massameter en prysbepaler" 'n werknemer wat in 'n selfbedieningswinkel vooraf gesnyde of verwerkte vleis wat in pakkies toegedraai en verseël is, massameet en die prys bepaal, of wat sodanige vleis mag toedraai of sodanige pakkies verseël; (8)

(8) "onderbaas" 'n werknemer wat in beheer van 'n groep algemene werkers is; (3)

(9) "slagman" 'n werknemer, wat lewende hawe, uitgesonderd pluimvee, slag of karkasse afslag, skoonmaak of kloof, wat toesig mag hou oor slagmansassistenten en wat enige van die pligte van 'n keelafsnier mag verrig; (11)

(10) "slagmansassistent" 'n werknemer wat onder toesig van 'n slagman of 'n blokman karkasse afslag, skoonmaak of kloof en wat werksaamhede in verband daarmee verrig; (12)

(11) "verkoopsassistent" 'n werknemer wat in 'n kleinhandelsbesigheid klante bedien of bestellings toedraai of in pakkies opmaak en wat vir hierdie doel vleis mag massameet of verwerkte vleis of kleingoedere mag sny of verdeel, of vleis wat vooraf deur 'n blokman vir verkoop in die kleinhandel opgesny is, te versorg of andersins verder te verdeel; (10)

(12) "voormanslagman" 'n slagman wat in beheer is van slagwerksaamhede in 'n bedryfsinrigting en toesig hou oor slagmanne en slagmansassistenten en wat aan die bestuurder dienooreenkomstig verantwoordelik is; (6)

C. In the Cold Storage, Bacon Curing and Small Goods Industry —

(1) "chargehand" means an employee who, under general supervision, is in charge of a group of Grade II employees or Grade III employees, or a group of Grade II employees and Grade III employees; (14)

(2) "double seamer feeder" means an employee who feeds lids into a double seaming machine and who may start and stop the machine and clear obstructions in the runway (grade I employee); (4)

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

(a) is engaged in selling or delivering the products of this Industry from a motor vehicle;

(b) is responsible for the cash received by him in respect of such sales;

(c) is responsible for the stock on the motor vehicle; and who may drive such vehicle and canvass orders; (3)

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

(a) Assembling orders for despatch;

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

(c) checking or recording particulars of goods received or issued or keeping stock records; (7)

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

(e) counting or measuring;

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

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

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

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

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

(k) recording particulars of annual or sick leave;

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

(m) scheduling production figures;

(n) stamping or writing tickets or labels;

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

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

(q) writing out consignment or delivery notes or packing slips;

(r) writing up stock cards;

(5) "first-aid assistant" means an employee 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; (5)

who assists the first-aid attendant in the performance of his duties and who may act for him during his absence;

(6) "first-aid attendant" means an employee who holds a current certificate of competency in first-aid issued by—

(a) the South African Red Cross Society;

(b) the St John Ambulance Association; or

(c) die Suid-Afrikaanse Noodhulppliga;

and who is engaged in dressing minor wounds or injuries and who may keep records to show the names of employees treated or requiring treatment by a medical practitioner, the nature of the injury and the treatment given; (6)

C. In die Koelkamer-, Spekbereiding- en Kleingoederenwerheid —

(1) "bediener van 'n verkoelingsinstallasie" 'n werknemer wat die temperature in verband met die verkoelingsproses in 'n bedryfsinrigting nasien en kontroleer; (17)

(2) "bode" 'n werknemer wat briewe, boodskappe of goedere te voet of deur middel van 'n trapfiets, driewieler, handvoertuig of 'n twee- of driewielmotorfiets, bromponie of outofiets met 'n enjin-kapasiteit van hoogstens 100 cm³ afhaal, aflewer of versprei en wat sortering of skryfwerk in verband met sodanige afhaling, aflewering of verspreiding kan verrig en wat 'n kantoorkrammasjien of 'n afrolmasjien kan werk; (16)

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

(a) die produkte van hierdie nywerheid vanaf 'n motorvoertuig verkoop of aflewer;

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

(c) verantwoordelik is vir die voorraad op die motorvoertuig; en

wat sodanige voertuig mag dryf en bestellings mag werf; (3)

(4) "dubbelnaatmasjienvoerder" 'n werknemer wat 'n dubbelnaatmasjien voer met deksels, en wat die masjien mag aanskakel en afskakel en wat obstrukties in die rolbaan mag wegruim (werknemer graad I); (2)

(5) "eerstehulpassistent" 'n werknemer wat in besit is van 'n geldige bekwaamheidsertifikaat in eerstehulp uitgereik deur—

(a) die Suid-Afrikaanse Rooikruisvereniging;

(b) die St John Ambulance Association; of

(c) die Suid-Afrikaanse Noodhulppliga;

wat 'n eerstehulpbediener in die uitvoering van sy pligte behulpsaam is en wat gedurende sy afwesigheid namens hom kan waarneem; (5)

(6) "eerstehulpbediener" 'n werknemer wat in besit is van 'n geldige bekwaamheidsertifikaat in eerstehulp uitgereik deur—

(a) die Suid-Afrikaanse Rooikruisvereniging;

(b) die St John Ambulance Association; of

(c) die Suid-Afrikaanse Noodhulppliga;

en wat kleiner wonde of beserings verbind en wat aantekeninge mag hou van die name van werknemers wat behandel is of deur 'n mediese praktisyn behandel moet word, die aard van die besering en die behandeling wat gegee is; (6)

(7) "fabrieksklerk" 'n werknemer wat onder toesig van 'n gekwalifiseerde klerk een of meer van die volgende pligte uitvoer:

(a) Bestellings vir versending opmaak;

(b) presensielyste nagaan of besonderhede aanteken van werknemers wat by die werk is of afwesig is, of van die tyd wat werknemers aan verskillende take bestee;

(c) besonderhede van goedere ontvang of uitgereik, nagaan of aanteken, of voorraadaantekeninge byhou;

(d) afskrifte van lotkaarte, taakkaarte, produksiekaarte of ander fabrieksdokumente met die hand maak;

(e) tel of meet;

(f) fabrieksdokumente liasseer, sorteer, byhou of te voorskyn haal;

(g) tale wat Swart of Asiërwknemers praat, tolk of vertaal;

(h) 'n optelmasjien in die loop van sy pligte as fabrieksklerk gebruik;

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

(j) lotnommers, inhoud of verwysingsnommers van houters wat gevul of versend word, aanteken;

(k) besonderhede van jaarlikse of siekteverlof aanteken;

(l) die indiensneming, ontslag of bedanking van werknemers aanteken, asook die nodige aantekeninge in die persoonlike lêers of dokumente van werknemers maak; of dienssertifikate opstel;

(m) produksiesyferstate opstel;

(n) kaartjies of etikette stempel of uitskryf;

(o) toesig hou oor die oplaai of aflaai van goedere;

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

- (a) Brine pumping of bacon or ham;
- (b) double seamer feeder;
- (c) labelling by semi-automatic or hand-operated machine;
- (d) non-automatic seaming or clinching;
- (e) oiling or greasing power-driven machines or vehicles;
- (f) operator of a power-driven hoist, other than a mobile hoist;
- (g) operator of a combination bowl cutter machine;
- (h) operator of an automatic packing or wrapping machine;
- (i) operator of a machine not elsewhere specified; (19)

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

- (a) Brine pumping of meat other than bacon or ham;
- (b) deboning middles of bacon, hams or beef;
- (c) defatting hams;
- (d) filling sausage or polony casings by machine;
- (e) goods lift attendant;
- (f) machine minder;
- (g) ironing, mending or washing overalls or other protective clothing;
- (h) operating a linking or peeling machine;
- (i) perforating labels;
- (j) slicing processed meats;
- (k) soldering;
- (l) trimming meat preparatory to curing;
- (m) mass-measuring on a pre-set mass-meter; (20)

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

- (a) Affixing printed or ready-addressed labels to wrapping materials, containers or packages by hand; affixing stamps to letters, parcels or other articles;
- (b) assisting an artisan, an artisan's aide or handyman by holding articles or tools or otherwise working with him, other than by the independent use of tools;
- (c) assisting on delivery vehicles, other than driving or effecting repairs; minding vehicles;
- (d) binding, wiring or strapping boxes or other containers;
- (e) branding, marking or stenciling boxes or packages;
- (f) changing, removing or replacing wheels, tyres or tubes of motor vehicles, wheelbarrows or other vehicles or inflating or repairing tubes;
- (g) cleaning, sweeping or washing premises, vehicles, plant, implements, machinery, tools, utensils, containers, furniture, bottles, filter presses, crockery or other articles;
- (h) cleaning, scraping or salting guts, skins, hides or offal;
- (i) cooking rations, making tea or similar beverages or serving tea or other refreshments to employees, his employer or visitors;
- (j) cutting up meat for mincing or cutting off meat from bones (other than by a Grade II employee);
- (k) feeding meat, meat products or ingredients into machines or cooking utensils or emptying such machines or utensils or taking out or removing from such machines or utensils;
- (l) feeding into or taking off materials by hand from elevators, conveyors or machines;
- (m) filling to a set volume or mass;
- (n) folding containers or paper by hand;
- (o) gardening;
- (p) guarding road or rail crossings;
- (q) hand wrapping or packing processed meats;
- (r) handing out or collecting overalls, aprons, gloves, gumboots or other items of protective clothing;
- (s) herding, driving or tending animals;
- (t) inserting liners, discs or rings into lids by hand;

(p) besonderhede van die inhoud of die onderskeidingsnommers van kartonne, houters of pakkette opskryf of aanteken;

- (q) vrag- of afleveringsbriewe of verpakkingsbewyse uitskryf;
- (r) voorraadaakarte byhou; (4)

(8) "faktotum" 'n werknemer, uitgesonderd 'n vakleerling, 'n ambagsmanshulp of 'n kwekeling, wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, en wat ook kleinere herstelwerk of opknappings aan geboue mag doen, maar wat nie werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (10)

(9) "kleingoederewerker of spekbereider" 'n werknemer wat verantwoordelik is vir en werksaam is met die maak van wors, polonie, sult of enige ander vleisprodukt bedoel vir menslike verbruik of vleis preserveer of spek berei; (20)

(10) "laboratoriumassistent" 'n werknemer wat roetinetoeëte uitvoer op grondstowwe of afgewerkte of gedeeltelik afgewerkte produkte, wat monsters volgens formules voorberei en wat 'n laboratoriumtegnikus behulpsaam mag wees met die uitvoering van eksperimente, toetse of proewe en wat ook laboratoriumuitrusting mag skoonmaak; (11)

(11) "laboratoriumtegnikus" 'n werknemer wat eksperimente, toetse of proewe van 'n wetenskaplike aard uitvoer; (12)

(12) "masjienbediener" 'n werknemer wat 'n kragaangedrewe masjien bedien, versorg, aansit of afsit, wat die werk deur die masjien gelewer, ondersoek of nagaan, wat kleinere lopende verstellings aan die masjien mag doen, wat sodanige masjien mag voer of daarvan mag afhaal, en het die uitdrukking " 'n masjien bedien" 'n ooreenstemmende betekenis (werknemer graad I); (14)

(13) "masjienversorger" 'n werknemer wat 'n wakende oog oor 'n kragaangedrewe masjien hou met die taak om enige foutiewe werking of staking van sodanige masjien aan die masjienbediener te rapporteer en wat –

- (a) die toevoer in sodanige masjien aan die gang mag sit en mag stopsit en ook 'n onafhanklike kragaangedrewe voerder mag aansit of afsit;

- (b) met die hand in sodanige masjien mag invoer en daarvan mag afhaal;

- (c) in die geval van die foutiewe werking daarvan, die masjien mag afsit indien die masjienbediener buite bereik is;

maar wat sodanige masjien nie mag aansit, weer mag aansit of enige verstelling daaraan mag doen nie, behalwe in regstreekse opdrag van die masjienbediener; en het die uitdrukking " 'n masjien versorg" 'n ooreenstemmende betekenis (werknemer graad II); (13)

(14) "onderbaas" 'n werknemer wat onder algemene toesig in beheer is van 'n groep werknemers graad II of werknemers graad III of van 'n groep werknemers graad II en werknemers graad III; (1)

(15) "slagter" 'n werknemer wat lewende hawe slag of karkasse afslag of dresseer, en wat toesig oor 'n groep slagtersassistentie mag hou en wat enige van die pligte van 'n keelafsnier mag verrig; (18)

(16) "slagtersassistent" 'n werknemer wat onder toesig van 'n slagter karkasse afslag, bewerk of verdeel en werksaamhede wat daarmee in verband staan, verrig; (19)

(17) "toesighouer" 'n werknemer wat onder algemene toesig aan die hoof staan van 'n groep werknemers graad I en wat daarbenevens toesig mag hou oor werknemers graad II of werknemers graad III of oor werknemers graad II en werknemers graad III; (21)

(18) "vleiskok" 'n werknemer wat in diens is en verantwoordelik is vir die kook van vleis of vleisprodukte; (15)

(19) "werknemer graad I" 'n werknemer wat in enigeen of meer van die volgende hoedanighede werksaam is of enigeen of meer van die volgende pligte uitvoer:

- (a) Spek of ham met pekel inspuit;
- (b) dubbelnaatmasjienvoerder;
- (c) met 'n halfoutomatiese of handbediende masjien etiketter;
- (d) nie-outomatiese naatvorming of omklinking;
- (e) kragaangedrewe masjiene of voertuie olie of smeer;

- (u) lading;
- (v) lifting, carrying, unpacking, moving or stacking goods or articles of any description by hand;
- (w) lime washing, colour-washing or disinfecting compounds, latrines, outbuildings or similar buildings or structures;
- (x) loading or unloading trucks or vehicles;
- (y) making, maintaining or drawing fires or removing refuse or ashes;
- (z) measuring to a pre-set measure;
- (aa) oiling and greasing non-power-driven vehicles;
- (ab) opening or closing boxes, bales, bags, sacks, packages or containers by hand;
- (ac) operating a hand hoist;
- (ad) packing articles of uniform size and number into containers specially made to contain such articles;
- (ac) pushing or pulling any vehicle or truck other than by power-driven device;
- (af) rubber stamping where no discretion is involved;
- (ag) sawing or chopping up bones, cutting up or melting fat or putting fat through machines;
- (ah) sorting tins or containers, or sorting, counting or bundling empty sacks or bags;
- (ai) straightening bent flanges;
- (aj) washing meat or meat products;
- (ak) unfolding sausage casings or tying sausages or polonies; (21)
- (10) "handyman" means an employee other than an apprentice, artisan's aide or a trainee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, who may effect minor repair or renovations to buildings but who does not do work normally performed by an artisan; (8)
- (11) "laboratory assistant" means an employee who is engaged in making routine tests of raw materials or finished or partly finished products, preparing samples according to formulae who may assist a laboratory technician in the conduct of experiments, test or trials and who may also clean laboratory equipment; (10)
- (12) "laboratory technician" means an employee who performs experiments, test or trials of a scientific nature; (11)
- (13) "machine minder" means an employee who is engaged in watching a power-driven machine with the duty to report any malfunctioning or stopping of such machine to the machine operator, who may —
 - (a) start and stop the feed into such machine, including the starting and stopping of an independent power-driven feeder;
 - (b) feed into and take off from such machine by hand;
 - (c) stop the machine in the event of its malfunctioning if the machine operator is beyond reach;
 but who may not start, re-start or make any adjustment to such machine except under the direct instruction of the machine operator, and the expression "minding a machine" has a corresponding meaning (grade II employee); (13)
- (14) "machine operator" means an employee who operates, attends, starts or stops a power-driven machine, who scrutinises or checks the work done by the machine, who may make minor running adjustments to the machine and who may feed into or take off from such machine, and the expression "operating a machine" has a corresponding meaning; (grade I employee); (12)
- (15) "meat cook" means an employee who is engaged in and responsible for the cooking of meat or meat products; (18)
- (16) "messenger" means an employee who is engaged in collecting, distributing or delivering letters, messages or goods on foot or by means of a bicycle, tricycle, manually propelled vehicle or a two or three-wheeled motor cycle, motor scooter or autocycle with an engine capacity of not more than 100 cm³ and who may perform any sorting or writing in connection with such collecting or delivering or distributing and may operate an office stapling or duplicating machine; (2)
- (17) "refrigeration plant attendant" means an employee who is engaged in checking and controlling temperatures in connection with the refrigeration process in an establishment; (1)

- (f) bediener van 'n kragaaangedrewe hystoestel, uitgesonderd 'n mobiele hystoestel;
- (g) bediener van 'n kombinasiebaksnymasjien;
- (h) bediener van 'n outomatiese verpakings- of toedraaimasjien;
- (i) bediener van 'n masjien wat nie elders gespesifiseer word nie;
- (7)
- (20) "werknemer graad II" 'n werknemer wat in enigeen of meer van die volgende hoedanighede werksaam is of enigeen of meer van die volgende pligte uitvoer:
 - (a) Vleis, uitgesonderd spek of ham, met pekel inspuit;
 - (b) die middelste dele van spek, ham of beesvleis ontleen;
 - (c) ham ontvet;
 - (d) wors- of poloniederms met 'n masjien stop;
 - (e) bediener van 'n goederehyser;
 - (f) masjienversorger;
 - (g) oorpakke of ander beskermende klere stryk, heelmaak of was;
 - (h) 'n string- of afskilmasjien bedien;
 - (i) etikette perforceer;
 - (j) verwerkte vleissoorte in skywe sny;
 - (k) soldeer;
 - (l) vleis voor kuring regsny;
 - (m) massameting op 'n voorafingestelde massameter; (8)
- (21) "werknemer graad III" 'n werknemer wat enigeen of meer van die volgende pligte uitvoer:
 - (a) Gedrukte of klaargeadresseerde etikette met die hand op toedraaimateriaal, houers of pakkette plak, seëls op briewe, pakkette of ander artikels plak;
 - (b) 'n ambagsman, 'n ambagsmanshulp of a faktotum behulpsaam wees deur artikels of gereedskap vas te hou of op 'n ander manier met hom saam te werk sonder om die gereedskap selfstandig te gebruik;
 - (c) op afleweringvoertuie behulpsaam wees, maar nie ook dryf nie of herstelwerk doen nie; voertuie versorg;
 - (d) kiste of ander houers vasbind of met draad of hoepels vasmaak;
 - (e) kiste of pakkette van 'n handelsmerk voorsien, merk of sjabloneer;
 - (f) wiele of buite- of binnebande van motorvoertuie, kruiwaens of ander voertuie omruil, afhaal of vervang of binnebande oppomp of herstel;
 - (g) persele, voertuie, installasies, implemente, masjinerie, gereedskap, gerei, houers, meubels, bottels, filterperse, breekgoed of ander artikels skoonmaak, vee of was;
 - (h) derms, velle, huide of afval skoonmaak; skraap of insout;
 - (i) rantsoene kook, tee of dergelike drankke maak of werknemers, sy werkgewer of besoekers met tee of ander verversings bedien;
 - (j) vleis vir maal opsny of vleis van bene afsny (anders as by 'n werknemer graad II);
 - (k) masjiene of kookgerei met vleis voer, vleisprodukte of bestanddele of sodanige masjiene of gerei leegmaak of van sodanige masjiene of gerei uitneem of verwyder;
 - (l) met die hand materiale in hysers, vervoerders of masjiene invoer of daarvan afhaal;
 - (m) volgens 'n gestelde volume of massa vul;
 - (n) houers of papier met die hand vou;
 - (o) tuinwerk;
 - (p) pad- of spoorroorgange bewaak;
 - (q) verwerkte vleissoorte met die hand toedraai of verpak;
 - (r) oorpakke, voorskote, handskoene, rubberstewels of ander stukke beskermende klere uitdeel of insamel;
 - (s) diere oppas, aanja of versorg;
 - (t) voerings, skywe of ringe met die hand in deksels plaas;
 - (u) skepwerk;
 - (v) goedere of artikels van watter aard ook al met die hand oplug, dra, uitpak, verskuif of opstapel;

(18) "slaughterman" means an employee who is engaged in killing livestock or flaying or dressing carcasses, who may supervise a group of slaughterman's assistants and who may perform any of the duties of a cutter; (15)

(19) "slaughterman's assistant" means an employee who, under the supervision of a slaughterman, is engaged in flaying, dressing or splitting carcasses and in operations incidental thereto; (16)

(20) "smallgoodsman or bacon curer" means any employee who is responsible for and engaged in making sausages, polonies, brawn or any other meat product intended for human consumption or preserving meat or curing bacon; (9)

(21) "supervisor" means an employee who, under general supervision, is in charge of a group of Grade I employees and who may, in addition, supervise Grade II employees or Grade III employees or Grade II employees and Grade III employees. (17)

3. REMUNERATION

(1) *Minimum wages.*—(a) The minimum wages which an employer shall pay his employees shall be as specified in paragraphs (b), (c) and (d) hereunder: Provided that a new employer as defined in clause 1 (4), may reduce such wages by not more than 10 per cent during the period of 12 months subsequent to the date after the first 12 months of his operating in the Meat, Cold Storage, Bacon Curing and Small Goods Industry expired, whereafter the minimum wages specified in paragraphs (b), (c) and (d) shall become payable and be paid.

(w) kampongs, latrines, buitegeboue of dergelike geboue of strukture met kleurkalk afwit of verf of ontsmet;

(x) trokke of voertuie laai of daarvan aflaai;

(y) vure maak, stook of uitkrap of afval as verwyder;

(z) volgens 'n voorafgestelde maat meet;

(aa) nie-kraaangedrewe voertuie olie en smeer;

(ab) kiste, bale, sakke, pakkette of houers met die hand oop-of toemaak;

(ac) 'n handhystoestel bedien;

(ad) artikels van dieselfde grootte en getal in houers verpak wat spesiaal gemaak is om sodanige artikels te bevat;

(ae) 'n voertuig of trok op 'n ander wyse as met behulp van 'n kraaangedrewe toestel stoot of trek;

(af) rubberstempelwerk waarby geen diskresie betrokke is nie;

(ag) bene stukkend saag of kap, vet opsny of smelt of vet deur masjiene sit;

(ah) blikke of houers sorteer of leë sakke sorteer, tel of in bondels bind;

(ai) gebuigde flense reguit buig;

(aj) vleis of vleisprodukte was;

(ak) worsderms oopvou of wors op polonie bind. (9)

3. BESOLDIGING

(1) *Minimum lone.*—(a) Die minimum lone wat 'n werkgewer aan sy werknemers moet betaal, is soos in paragrawe (b), (c) en (d) hieronder bepaal: Met dien verstande dat 'n nuwe werkgewer, soos in klousule 1 (4) omskryf, sodanige lone met hoogstens 10 persent mag verminder gedurende die tydperk van 12 maande wat volg op die datum waarop die eerste 12 maande van sy bestaan in die Vleis-, Koelkamer-, Spekbereiding- en Kleingoederenrywerheid verstryk waarna die minimum lone soos in paragrawe (b), (c) en (d) bepaal word, betaalbaar word en betaal moet word.

(b) Employees, other than casual employees and part-time employees:
A. THE MEAT INDUSTRY

	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Pine-town, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg (excluding the municipal area of Deneysville) Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonia, Wonderboom and Wynberg and the municipal area of Paarl		The Magisterial Districts of Bloemfontein, Camperdown, East London, Odendaalsrus, Pietermaritzburg, Somerset West, Stellenbosch, Strand, Virginia and Welkom, and the municipal areas of Hermanus, Kimberley, Klerksdorp, Orkney, Potchefstroom, Sulfontein, Wellington and Witbank		The Magisterial Districts of Highveld Ridge and Port Shepstone, the Magisterial District of Kimberley, other than the municipal area of Kimberley and the municipal areas of Bethal, Bethlehem, Brits, Bronkhorstspuit, Delmas, Empangeni, Ermelo, Estcourt, Fochville, George, Grahamstown, Harrismith, Heidelberg (Tvl), Knysna, Kroonstad, Ladysmith, Lichtenburg, Malmesbury, Middelburg (Tvl), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Potgietersrus, Rustenburg, Scottburgh, Upington, Warmbaths, White River and Worcester	
	A	B	A	B	A	B
	R per week	R per week	R per week	R per week	R per week	R per week
Artisan.....	175,26	183,08	159,62	166,52	140,76	146,74
Artisan's aide—						
during the first six months of experience.....	88,78	96,60	80,50	87,40	71,30	77,28
during the second six months of experience.....	93,38	101,20	84,64	91,54	74,98	80,96
thereafter.....	97,98	105,80	88,78	95,68	78,20	84,18
Blockman—						
during the first year of experience.....	93,38	101,20	84,64	91,54	74,98	80,96
during the second year of experience.....	109,94	117,76	100,28	107,18	88,32	94,30
during the third year of experience.....	124,50	134,32	115,00	121,90	101,20	107,18
thereafter.....	143,52	151,34	130,64	137,54	114,54	120,52
Blockman's assistant—						
during the first year of experience.....	80,04	87,86	72,22	79,12	63,94	69,92
thereafter.....	93,38	101,20	84,64	91,54	74,98	80,96
Boiler attendant.....	82,34	90,16	74,06	80,96	65,78	71,76
Chargehand.....	82,34	90,16	74,06	80,96	65,78	71,76
Chauffeur.....	95,22	103,04	86,48	93,38	78,66	84,64
Clerk—						
during the first year of experience.....	91,54	99,36	82,80	89,70	75,44	81,42
during the second year of experience.....	107,64	115,46	97,06	103,96	87,40	93,38
during the third year of experience.....	122,82	130,64	111,78	118,68	99,36	105,34
thereafter.....	138,92	146,74	126,04	132,94	111,32	117,30
Cutter.....	93,38	101,20	84,64	91,54	74,98	80,96
Delivery employee or messenger.....	80,04	87,86	72,22	79,12	63,94	69,92
Despatch Clerk.....	As for clerk					
Driver of—						
a light motor vehicle.....	95,22	103,04	86,48	93,38	78,66	84,64
a medium motor vehicle (articulated).....	110,86	118,68	100,74	107,64	89,24	95,22
a medium motor vehicle (rigid).....	106,26	114,08	96,60	103,50	85,56	91,54
a heavy motor vehicle (articulated).....	122,36	130,18	110,40	117,30	96,60	102,58
a heavy motor vehicle (rigid).....	117,30	125,12	106,24	113,16	92,92	98,90
an extra heavy motor vehicle (articulated).....	132,48	140,30	120,52	127,42	106,26	112,24
an extra heavy motor vehicle (rigid).....	126,96	134,78	115,46	122,36	101,66	107,64
an ultra heavy motor vehicle.....	138,00	145,82	126,04	132,94	110,86	116,84

	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Pine-town, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg (excluding the municipal area of Deneyville) Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonia, Wonderboom and Wynberg and the municipal area of Paarl		The Magisterial Districts of Bloemfontein, Camperdown, East London, Odendaalsrus, Pietermaritzburg, Somerset West, Stellenbosch, Strand, Virginia and Welkom, and the municipal areas of Hermanus, Kimberley, Klerksdorp, Orkney, Potchefstroom, Stilfontein, Wellington and Witbank		The Magisterial Districts of Highveld Ridge and Port Shepstone, the Magisterial District of Kimberley, other than the municipal area of Kimberley and the municipal areas of Bethal, Bethlehem, Brits, Bronkhorstspuit, Delmas, Empangeni, Ermelo, Estcourt, Fochville, George, Grahamstown, Harrismith, Heidelberg (Tvl), Knysna, Kroonstad, Ladysmith, Lichtenburg, Malmesbury, Middelburg (Tvl), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Potgietersrus, Rustenburg, Scottburgh, Upton, Warmbaths, White River and Worcester	
	A	B	A	B	A	B
	R per week	R per week	R per week	R per week	R per week	R per week
First blockman	161,92	169,74	146,74	153,64	129,72	135,70
Foreman slaughterman	161,92	169,74	146,74	153,64	129,72	135,70
General worker—						
during the first six months of employment with the same employer	68,08	74,98	61,18	67,62	54,28	59,80
thereafter	75,44	83,26	68,08	74,98	60,26	66,24
Mass-measurer and pricer—						
during the first three months of experience	80,04	87,86	72,22	79,12	63,94	69,92
thereafter	84,64	92,46	76,36	83,26	67,62	73,60
Mobile hoist operator	88,78	96,60	80,50	87,40	71,30	77,28
Sales assistant—						
during the first year of experience	88,78	96,60	80,50	87,40	72,22	78,20
during the second year of experience	96,60	104,42	87,40	94,30	77,74	83,72
during the third year of experience	103,96	111,78	94,30	101,20	83,26	89,24
thereafter	111,78	119,60	101,20	108,10	88,78	94,76
Security guard	91,54	99,36	82,80	89,70	72,68	78,66
Slaughterman—						
during the first year of experience	87,86	95,68	79,58	86,48	70,38	76,36
during the second year of experience	98,44	106,26	89,24	96,14	78,66	84,64
during the third year of experience	113,16	120,98	101,66	108,56	89,70	95,68
thereafter	126,96	134,78	114,54	121,44	100,74	106,72
Slaughterman's assistant—						
during the first year of experience	80,04	87,86	72,22	79,12	63,94	69,92
thereafter	88,78	96,60	80,50	87,40	71,30	77,28
Storeman	As for clerk					
Watchman	82,34	90,16	74,06	80,96	65,78	71,76
Employee not elsewhere specifically mentioned in this paragraph	82,34	90,16	74,06	80,96	65,78	71,76

A During the first 12 months after this determination has come into operation.

B Thereafter:

Provided that the wage of an employee who is in employment in an establishment in a Black residential area may be reduced by not more than 25 per cent.

(b) *Werknemers, uitgesonderd los werknemers en deeltydse werknemers:*
A. DIE VLEISNYWERHEID

	Die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg (uitgesonderd die munisipale gebied van Deneysville), Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg en die munisipale gebied van Paarl		Die landdrosdistrikte Bloemfontein, Camperdown, Odendaarsrus, Oos-Londen, Pietermaritzburg, Somerset-Wes, Stellenbosch, Strand, Virginia en Welkom en die munisipale gebiede van Hermanus, Kimberley, Klerksdorp, Orkney, Potchefstroom, Stilfontein, Wellington en Witbank		Die landdrosdistrikte Hoëveldrif en Port Shepstone, die landdrosdistrik Kimberley, uitgesonderd die munisipale gebied van Kimberley en die munisipale gebiede van Bethal, Bethlehem, Brits, Bronkhorstspuit, Delmas, Empangeni, Ermelo, Estcourt, Fochville, George, Grahamstad, Harrismith, Heidelberg (Tvl.), Knysna, Kroonstad, Lady-smith, Lichtenburg, Malmesbury, Middelburg (Tvl.), Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Potgietersrus, Rustenburg, Scottburgh, Upington, Warmbad, Witrivier en Worcester	
	A	B	A	B	A	B
	R per week	R per week	R per week	R per week	R per week	R per week
Afleveringswerknemer of bode	80,04	87,86	72,22	79,12	63,94	69,92
Algemene werker—						
gedurende die eerste ses maande diens by dieselfde werk-gewer	68,08	74,98	61,18	67,62	54,28	59,80
daarna	75,44	83,26	68,08	74,98	60,26	66,24
Ambagsman	175,26	183,08	159,62	166,52	140,76	146,74
Ambagsmanshulp—						
gedurende die eerste ses maande ondervinding	88,78	96,60	80,50	87,40	71,30	77,28
gedurende die tweede ses maande ondervinding	93,38	101,20	84,64	91,54	74,98	80,96
daarna	97,98	105,80	88,78	95,68	78,20	84,18
Bediener van 'n mobiele hystoestel	88,78	96,60	80,50	87,40	71,30	77,28
Blokman—						
gedurende die eerste jaar ondervinding	93,38	101,20	84,64	91,54	74,98	80,96
gedurende die tweede jaar ondervinding	109,94	117,76	100,28	107,18	88,32	94,30
gedurende die derde jaar ondervinding	124,50	134,32	115,00	121,90	101,20	107,18
daarna	143,52	151,34	130,64	137,54	114,54	120,52
Blokmansassistent—						
gedurende die eerste jaar ondervinding	80,04	87,86	72,22	79,12	63,94	69,92
daarna	93,38	101,20	84,64	91,54	74,98	80,96
Chauffeur	95,22	103,04	83,48	93,38	78,66	84,64
Drywer van 'n—						
Ligte motorvoertuig	95,22	103,04	86,48	93,38	78,66	84,64
medium motorvoertuig (gelede)	110,86	188,68	100,74	107,64	89,24	95,22
medium motorvoertuig (nie-gelede)	106,26	114,08	96,60	103,50	85,56	91,54
swaar motorvoertuig (gelede)	122,36	130,18	110,40	117,30	96,60	120,58
swaar motorvoertuig (nie-gelede)	117,30	125,12	106,26	113,16	92,92	98,90
ekstra swaar motorvoertuig (gelede)	132,48	140,30	120,52	127,42	106,26	112,24
ekstra swaar motorvoertuig (nie-gelede)	126,96	134,78	115,46	122,36	101,66	107,64
ultra swaar motorvoertuig	138,00	145,82	126,04	132,94	110,86	116,84
Eerste blokmans	161,92	169,74	146,74	153,64	129,72	135,70
Keelafsnier	93,38	101,20	84,64	91,54	74,98	80,96
Ketelbediener	82,34	90,16	74,06	80,96	65,78	71,76

	Die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg (uitgesonderd die munisipale gebied van Deneyville), Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg en die munisipale gebied van Paarl		Die landdrosdistrikte Bloemfontein, Camperdown, Odendaarsrus, Oos-Londen, Pietermaritzburg, Somerset-Wes, Stellenbosch, Strand, Virginia en Welkom en die munisipale gebiede van Hermanus, Kimberley, Klerksdorp, Orkney, Potchefstroom, Stilfontein, Wellington en Witbank		Die landdrosdistrikte Hoëveldrif en Port Shepstone, die landdrosdistrik Kimberley, uitgesonderd die munisipale gebied van Kimberley en die munisipale gebiede van Bethal, Bethlehem, Brits, Bronkhorstspuit, Delmas, Empangeni, Ermelo, Estcourt, Fochville, George, Grahamstad, Harrismith, Heidelberg (Tvl.), Knysna, Kroonstad, Lady-smith, Lichtenburg, Malmesbury, Middelburg(Tvl.), Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Potgietersrus, Rustenburg, Scottburgh, Upington, Warmbad, Witrivier en Worcester	
	A	B	A	B	A	B
	R per week	R per week	R per week	R per week	R per week	R per week
Klerk—						
gedurende die eerste jaar ondervinding	91,54	99,36	82,80	89,70	75,44	81,42
gedurende die tweede jaar ondervinding	107,64	115,46	97,06	103,96	87,40	93,38
gedurende die derde jaar ondervinding	122,82	130,64	111,78	118,68	99,36	105,34
daarna	138,92	146,74	126,04	132,94	111,32	117,30
Magasynman	Soos vir 'n klerk					
Massameter en prysbepaler—						
gedurende die eerste drie maande ondervinding	80,04	87,86	72,22	79,12	63,94	69,92
daarna	84,64	92,46	76,36	83,26	67,62	73,60
Onderbaas	82,34	90,16	74,06	80,96	65,78	71,76
Sekuriteitswag	91,54	99,36	82,80	89,70	72,68	78,66
Slagman—						
gedurende die eerste jaar ondervinding	87,86	95,68	79,58	86,48	70,38	76,36
gedurende die tweede jaar ondervinding	98,44	106,26	89,24	96,14	78,66	84,64
gedurende die derde jaar ondervinding	113,16	120,98	101,66	108,56	89,70	95,68
daarna	126,96	134,78	114,54	121,44	100,74	106,72
Slagmansassistent—						
gedurende die eerste jaar ondervinding	80,04	87,86	72,22	79,12	63,94	69,92
daarna	88,78	96,60	80,50	87,40	71,30	77,28
Verkoopsassistent—						
gedurende die eerste jaar ondervinding	88,78	96,60	80,50	87,40	72,22	78,20
gedurende die tweede jaar ondervinding	96,60	104,42	87,40	94,30	77,74	83,72
gedurende die derde jaar ondervinding	103,96	111,78	94,30	101,20	83,26	89,24
daarna	111,78	119,60	101,20	108,10	88,78	94,76
Versendingsklerk	Soos vir 'n klerk					
Voormanslagman	161,92	169,74	146,74	153,64	129,72	135,70
Wag	82,34	90,16	74,06	80,96	65,78	71,76
Werknemer nie elders spesifiek in hierdie paragraaf vermeld nie	82,84	90,16	74,06	80,96	65,78	71,76

A Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het.

B Daarna:

Met dien verstande dat die loon van 'n werknemer wat in diens is by 'n bedryfsinrigting wat in 'n Swart woongebied gevestig is, met hoogstens 25 persent verminder mag word.

	The municipal areas of Aliwal North, Balfour, Beaufort West, Caledon, Ceres, Cradock, De Aar, Dundee, Ficksburg, Glencoe, Graaff-Reinet, King William's Town, Kuruman, Louis Trichardt, Lydenburg, Middelburg (Cape), Montagu, Moorreesburg, Nylstroom, Parys, Phalaborwa, Piet Retief, Queenstown, Riversdale, Robertson, Somerset East, Standerton, Stanger, Swellendam, Tzaneen, Volksrust, Vredenburg-Saldanha, Vryburg and Vryheid		The municipal areas of Barberton, Burgersdorp, Christiana, Groblersdal, Heilbron, Kokstad, Ladybrand, Senekal, Thabazimbi, Wolmaransstad and Zeerust	
	A	B	A	B
	R per week	R per week	R per week	R per week
Artisan.....	129,72	135,24	116,84	121,44
Artisan's aide—				
during the first six months of experience.....	65,32	70,84	56,12	60,72
during the second six months of experience.....	68,08	73,60	59,34	63,94
thereafter.....	71,76	77,28	62,56	67,16
Blockman—				
during the first year of experience.....	69,00	74,52	63,02	67,62
during the second year of experience.....	81,88	87,40	74,98	79,58
during the third year of experience.....	94,30	99,82	87,40	92,00
thereafter.....	107,18	112,70	99,36	103,96
Blockman's assistant—				
during the first year of experience.....	58,88	64,40	51,06	55,66
thereafter.....	68,54	74,06	59,34	63,94
Boiler attendant.....	60,26	65,78	52,44	57,04
Chargehand.....	60,26	65,78	52,44	57,04
Chauffeur.....	73,60	79,12	66,70	71,30
Clerk—				
during the first year of experience.....	69,92	75,44	63,48	68,08
during the second year of experience.....	80,50	86,02	74,52	79,12
during the third year of experience.....	91,54	97,06	86,02	90,62
thereafter.....	102,58	108,10	97,06	101,66
Cutter.....	68,54	74,06	59,34	63,94
Delivery employee or messenger.....	59,88	64,40	51,06	55,66
Despatch clerk.....		As for a clerk		
Driver of—				
a light motor vehicle.....	73,60	79,12	66,70	71,30
a medium motor vehicle (articulated).....	83,26	88,78	75,90	80,50
a medium motor vehicle (rigid).....	79,58	85,10	72,68	77,28
a heavy motor vehicle (articulated).....	89,70	95,22	82,34	86,94
a heavy motor vehicle (rigid).....	86,02	91,54	78,66	83,26
an extra heavy motor vehicle (articulated).....	97,98	103,50	90,62	95,22
an extra heavy motor vehicle (rigid).....	93,84	99,36	86,94	91,54
an ultra heavy motor vehicle.....	102,12	107,64	94,76	99,36

	The municipal areas of Aliwal North, Balfour, Beaufort West, Caledon, Ceres, Cradock, De Aar, Dundee, Ficksburg, Glencoe, Graaff-Reinet, King William's Town, Kuruman, Louis Trichardt, Lydenburg, Middelburg (Cape), Montagu, Moorreesburg, Nylstroom, Parys, Phalaborwa, Piet Retief, Queenstown, Riversdale, Robertson, Somerset East, Standerton, Stanger, Swellendam, Tzaneen, Volksrust, Vredenburg-Saldanha, Vryburg and Vryheid		The municipal areas of Barberton, Burgersdorp, Christiana, Groblersdal, Heilbron, Kokstad, Ladybrand, Senekal, Thabazimbi, Wolmaransstad and Zcerust	
	A	B	A	B
	R per week	R per week	R per week	R per week
First blockman	120,52	126,04	110,40	115,00
Foreman slaughterman	120,52	126,04	110,40	115,00
General worker—				
during the first six months of employment with the same employer	49,68	54,74	43,24	47,38
thereafter.....	55,20	60,72	47,84	52,44
Mass-measurer and pricer—				
during the first three months of experience	58,88	64,40	51,06	55,66
thereafter.....	60,72	66,24	53,82	58,42
Mobile hoist operator	65,32	70,84	56,12	60,72
Sales Assistant—				
during the first year of experience	68,08	73,60	62,56	67,16
during the second year of experience	72,68	78,20	66,70	71,30
during the third year of experience	77,28	82,80	70,84	75,44
thereafter.....	81,88	87,40	75,44	80,04
Security guard.....	66,70	72,22	57,96	65,56
Slaughterman—				
during the first year of experience	64,40	69,92	55,66	60,26
during the second year of experience	71,76	77,28	62,56	67,16
during the third year of experience	81,88	87,40	70,84	75,44
thereafter.....	91,54	97,06	79,12	83,72
Slaughterman's assistant—				
during the first year of experience	58,88	64,40	51,06	55,66
thereafter.....	65,32	70,84	56,12	60,72
Storeman	As for clerk			
Watchman	60,26	65,78	52,44	57,04
Employee not elsewhere specifically mentioned in this paragraph	60,26	65,78	52,44	57,04

A During the first 12 months after this determination has come into operation.

B Thereafter:

Provided that the wage of an employee who is in employment in an establishment in a Black residential area may be reduced by not more than 25 per cent.

	Die munisipale gebiede van Aliwal-Noord, Balfour, Beaufort-Wes, Caledon, Ceres, Cradock, De Aar, Dundee, Ficksburg, Glencoe, Graaff-Reinet, King William's Town, Kuruman, Louis Trichardt, Lydenburg, Middelburg (Kaap), Montagu, Moorreesburg, Nylstroom, Parys, Phalaborwa, Piet Retief, Queenstown, Riversdal, Robertson, Somerset-Oos, Standerton, Stanger, Swellendam, Tzaneen, Volksrust, Vredenburg-Saldanha, Vryburg en Vryheid		Die munisipale gebiede van Barberton, Burgersdorp, Christiana, Groblersdal, Heilbron, Kokstad, Ladybrand, Senekal, Thabazimbi, Wolmaransstad en Zeerust	
	A	B	A	B
	R per week	R per week	R per week	R per week
Afleweringswerknemer of bode	58,88	64,40	51,06	55,66
Algemene werker—				
gedurende die eerste ses maande diens by dieselfde werkgewer	49,68	54,74	43,24	47,38
daarna	55,20	60,72	47,84	52,44
Ambagsman	129,72	135,24	116,84	121,44
Ambagsmanshulp—				
gedurende die eerste ses maande ondervinding	65,32	70,84	56,12	60,72
gedurende die tweede ses maande ondervinding	68,08	73,60	59,34	63,94
daarna	71,76	77,28	62,56	67,16
Bediener van 'n mobiele hystoestel	65,32	70,84	56,12	60,72
Blokman—				
gedurende die eerste jaar ondervinding	69,00	74,52	63,02	67,62
gedurende die tweede jaar ondervinding	81,88	87,40	74,98	79,58
gedurende die derde jaar ondervinding	94,30	99,82	87,40	92,00
daarna	107,18	112,70	99,36	103,96
Blokmansassistent—				
gedurende die eerste jaar ondervinding	58,88	64,40	51,06	55,66
daarna	68,54	74,06	59,34	63,94
Chauffeur	73,60	79,12	66,70	71,30
Drywer van 'n—				
ligte motorvoertuig	73,60	79,12	66,70	71,30
medium motorvoertuig (gelede)	83,26	88,78	75,90	80,50
medium motorvoertuig (nie-gelede)	79,58	85,10	72,68	77,28
swaar motorvoertuig (gelede)	89,70	95,22	82,34	86,94
swaar motorvoertuig (nie-gelede)	86,02	91,54	78,66	83,26
ekstra swaar motorvoertuig (gelede)	97,98	103,50	90,62	95,22
ekstra swaar motorvoertuig (nie-gelede)	93,84	99,36	86,94	91,54
ultra swaar motorvoertuig	102,12	107,64	94,76	99,36
Eerste blokman	120,52	126,04	110,40	115,00
Keelafsnier	68,54	74,06	59,34	63,94
Ketelbediener	60,26	65,78	52,44	57,04

	Die munisipale gebiede van Aliwal-Noord, Balfour, Beaufort-Wes, Caledon, Ceres, Cradock, De Aar, Dundee, Ficksburg, Glencoe, Graaff-Reinet, King William's Town, Kuruman, Louis Trichardt, Lydenburg, Middelburg (Kaap), Montagu, Moorreesburg, Nylstroom, Parys, Phalaborwa, Piet Retief, Queenstown, Riversdal, Robertson, Somerset-Oos, Standerton, Stanger, Swellendam, Tzaneen, Volksrust, Vredenburg-Saldanha, Vryburg en Vryheid		Die munisipale gebiede van Barberton, Burgersdorp, Christiana, Groblersdal, Heilbron, Kokstad, Ladybrand, Senekal, Thabazimbi, Wolmaransstad en Zeerust	
	A	B	A	B
	R per week	R per week	R per week	R per week
Klerk—				
gedurende die eerste jaar ondervinding	69,92	75,44	63,48	68,08
geurende die tweede jaar ondervinding	80,50	86,02	74,52	79,12
gedurende die derde jaar ondervinding	91,54	97,06	86,02	90,62
daarna	102,58	108,10	97,06	101,66
Magasynman	Soos vir 'n klerk			
Massameter en prysbepaler—				
gedurende die eerste drie maande ondervinding	58,88	64,40	51,06	55,66
daarna	60,72	66,24	53,82	58,42
Onderbaas	60,26	65,78	52,44	57,04
Sekuriteitsweg	66,70	72,22	57,96	62,56
Slagman—				
gedurende die eerste jaar ondervinding	64,40	69,92	55,66	60,26
gedurende die tweede jaar ondervinding	71,76	77,28	62,56	67,16
gedurende die derde jaar ondervinding	81,88	87,40	70,84	75,44
daarna	91,54	97,06	79,12	83,72
Slagmansassistent—				
gedurende die eerste jaar ondervinding	58,88	64,40	51,06	55,66
daarna	65,32	70,84	56,12	60,72
Verkoopsassistent—				
gedurende die eerste jaar ondervinding	68,08	73,60	62,56	67,16
gedurende die tweede jaar ondervinding	72,68	78,20	66,70	71,30
gedurende die derde jaar ondervinding	77,28	82,80	70,84	75,44
daarna	81,88	87,40	75,44	80,04
Versendingsklerk	Soos vir 'n klerk			
Voormanslagman	120,52	126,04	110,40	115,00
Wag	60,26	65,78	52,44	57,04
Werknemer nie elders spesifiek in hierdie paragraaf vermeld nie	60,26	65,78	52,44	57,04

A Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het.

B Daarna:

Met dien verstande dat die loon van 'n werknemer wat in diens is by 'n bedryfsinrigting wat in 'n Swart woongebied gevestig is, met hoogstens 25 persent verminder mag word.

B. THE COLD STORAGE, BACON CURING AND SMALL GOODS INDUSTRY

	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Paarl, Pine-town, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg		The Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Odendaarsrus, Pietermaritzburg, Potchefstroom, Somerset West, Stellenbosch, Strand, Virginia and Welkom and the Municipal Area of Witbank		The Magisterial Districts of Bethlehem, Delmas, Estcourt, Heidelberg (Tvl), Highveld Ridge, Klip River, Kroonstad, Malmesbury*, Port Shepstone and Worcester and the Municipal Areas of Empanjeni, Ermelo, George, Grahams-town, Harrismith, Knysna, Middelburg (Tvl), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Pietersburg Potgietersrus, Rustenburg and Upington		The Magisterial Districts of Aliwal North, Balfour, Barkly West, Mooi River, Parys, Queenstown, Richmond and Standerton and the Municipal Area of Piet Retief	
	A	B	A	B	A	B	A	B
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Artisan.....	175,26	183,08	159,62	166,52	140,76	146,74	129,72	135,24
Artisan's aide—								
during the first six months of experience.....	88,78	96,60	80,50	87,40	71,30	77,28	65,32	70,84
during the second six months of experience.....	93,38	101,20	84,64	91,54	74,98	80,96	68,54	74,06
thereafter.....	97,98	105,80	88,78	95,68	78,20	84,18	71,76	77,28
Boiler attendant.....	82,34	90,16	74,06	80,96	65,78	71,76	60,26	65,78
Chargehand.....	82,34	90,16	74,06	80,96	65,78	71,76	60,26	65,78
Chauffeur.....	95,22	103,04	86,48	93,38	78,66	84,64	73,60	79,12
Clerk—								
during the first year of experience.....	91,54	99,36	82,80	89,70	75,44	81,42	69,92	75,44
during the second year of experience.....	107,64	115,46	97,06	103,96	87,40	93,38	80,50	86,02
during the third year of experience.....	122,82	130,64	111,78	118,68	99,36	105,34	91,54	97,06
thereafter.....	138,92	146,74	126,04	132,94	111,32	117,30	102,58	108,10
Cutter.....	93,38	101,20	84,64	91,54	74,98	80,96	68,54	74,06
Despatch clerk.....	As for a clerk							
Driver of—								
a light motor vehicle.....	95,22	103,04	86,48	93,38	78,66	84,64	73,60	79,12
a medium motor vehicle (articulated).....	110,86	118,68	100,74	107,64	89,24	95,22	83,26	88,78
a medium motor vehicle (rigid).....	106,26	114,08	96,60	103,50	85,56	91,54	79,58	85,10
a heavy motor vehicle (articulated).....	122,36	130,18	110,40	117,30	96,60	102,58	89,70	95,22
a heavy motor vehicle (rigid).....	117,30	125,12	106,26	113,16	92,92	98,90	86,02	91,54
an extra heavy motor vehicle (articulated).....	132,48	140,30	120,52	127,42	106,26	112,24	97,98	103,50
an extra heavy motor vehicle (rigid).....	126,96	134,78	115,46	122,36	101,66	107,64	93,84	99,36
an ultra heavy motor vehicle.....	138,00	145,82	126,04	132,94	110,86	116,84	102,12	107,64
Driver-salesman—								
during the first six months of experience.....	125,58	133,40	113,62	120,52	100,28	106,26	92,00	97,52
thereafter.....	152,72	160,54	138,46	145,36	122,36	128,36	112,24	117,76
Factory clerk—								
during the first six months of experience.....	83,72	91,54	75,90	82,80	67,62	73,60	61,64	67,16
during the second six months of experience.....	88,78	96,60	80,50	87,40	71,30	77,28	65,32	70,84
thereafter.....	93,84	101,66	84,64	91,54	74,98	80,96	68,08	73,60
First-aid assistant.....	82,34	90,16	74,06	80,96	65,78	71,76	60,26	65,78
First-aid attendant.....	96,14	103,96	86,48	93,38	76,82	82,80	70,38	75,90

	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Paarl, Pine-town, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg		The Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Odendaarsrus, Pietermaritzburg, Potchefstroom, Somerset West, Stellenbosch, Strand, Virginia and Welkom and the Municipal Area of Witbank		The Magisterial Districts of Bethlehem, Delmas, Estcourt, Heidelberg (Tvl), Highveld Ridge, Klip River, Kroonstad, Malmesbury*, Port Shepstone and Worcester and the Municipal Areas of Empanjeni, Ermelo, George, Grahams-town, Harrismith, Knysna, Middelburg (Tvl), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Pietersburg Potgietersrus, Rustenburg and Upington		The Magisterial Districts of Aliwal North, Balfour, Barkly West, Mooi River, Parys, Queenstown, Richmond and Standerton and the Municipal Area of Piet Retief	
	A	B	A	B	A	B	A	B
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Grade I employee—								
during the first six months of experience.....	80,04	87,86	72,22	79,12	63,94	69,92	58,88	64,40
during the second six months of experience.....	84,64	94,46	76,36	83,26	67,62	73,60	60,72	66,24
thereafter	88,78	96,60	80,50	87,40	71,30	77,28	65,32	70,84
Grade II employee.....	80,04	87,86	72,22	79,12	63,94	69,92	58,88	64,40
Grade III employee—								
during the first six months of employment with the same employer.....	68,08	74,98	61,18	67,62	54,28	59,80	49,68	54,74
thereafter	75,44	83,26	68,08	74,98	60,26	66,24	55,20	60,72
Handyman	102,12	109,94	92,46	99,36	83,72	89,70	77,74	83,26
Laboratory assistant—								
during the first year of experience.....	85,10	92,92	76,36	83,26	67,62	73,60	62,10	67,62
thereafter	96,10	103,96	86,48	93,38	76,82	82,80	70,38	75,90
Laboratory technician—								
during the first year of experience.....	91,54	99,36	82,80	89,70	75,44	81,42	69,92	75,44
during the second year of experience.....	103,04	110,86	92,92	99,82	81,88	87,86	74,98	80,50
during the third year of experience.....	114,54	122,36	103,50	110,40	91,08	97,06	83,72	89,24
during the fourth year of experience.....	125,58	133,40	113,62	120,52	100,28	106,26	91,54	97,06
during the fifth year of experience	137,08	144,90	124,20	131,10	109,94	115,92	100,28	105,80
thereafter	148,58	156,40	134,78	141,68	118,68	124,66	108,56	114,08
Meat cook—								
during the first year of experience.....	79,12	86,94	71,76	78,66	63,48	69,46	57,50	63,02
during the second year of experience	96,14	103,96	86,94	93,84	76,82	82,80	70,38	75,90
during the third year of experience.....	113,16	120,98	102,58	109,48	90,16	96,14	82,80	88,32
thereafter	129,72	137,54	118,22	125,12	104,42	110,40	95,22	100,74
Messenger	80,04	87,86	72,22	79,12	63,94	69,92	58,88	64,40
Mobile hoist operator	88,78	96,60	80,50	87,40	71,30	77,28	65,32	70,84
Refrigerator plant attendant.....	As for meat cook							
Security guard.....	91,54	99,36	82,80	89,70	72,68	78,66	66,70	72,22
Slaughterman—								
during the first year of experience.....	87,86	95,68	79,58	86,48	70,38	76,36	64,40	69,92
during the second year of experience	98,44	106,26	89,24	96,14	78,66	84,64	71,76	77,28
during the third year of experience.....	113,16	120,98	101,66	108,56	89,70	95,68	81,88	87,40
thereafter	126,96	134,78	114,54	121,44	100,74	106,72	91,54	97,06

	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Paarl, Pine-town, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg		The Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Odendaarsrus, Pietermaritzburg, Potchefstroom, Somerset West, Stellenbosch, Strand, Virginia and Welkom and the Municipal Area of Witbank		The Magisterial Districts of Bethlehem, Delmas, Estcourt, Heidelberg (Tvl), Highveld Ridge, Klip River, Kroonstad, Malmesbury*, Port Shepstone and Worcester and the Municipal Areas of Empanjeni, Ermelo, George, Grahams-town, Harrismith, Knysna, Middelburg (Tvl), Mosseil Bay, Nelspruit, Newcastle, Oudtshoorn, Pietersburg Potgietersrus, Rustenburg and Upington		The Magisterial Districts of Aliwal North, Balfour, Barkly West, Mooi River, Parys, Queenstown, Richmond and Standerton and the Municipal Area of Piet Retief	
	A	B	A	B	A	B	A	B
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Slaughterman's assistant—								
during the first year of experience	80,04	87,86	72,22	79,12	63,94	69,92	58,88	64,40
thereafter	88,78	96,60	80,50	87,40	71,30	77,28	65,32	70,84
Small goodsman or bacon curer—								
during the first year of experience	88,78	96,60	80,50	87,40	71,30	77,28	65,32	70,84
during the second year of experience	120,98	128,80	109,48	116,38	96,60	102,58	89,24	94,76
during the third year of experience	152,26	160,08	138,46	145,36	122,36	128,34	112,24	117,76
thereafter	184,46	192,28	167,44	174,34	147,66	153,64	135,70	141,22
Supervisor	91,54	99,36	82,80	89,70	72,68	78,66	66,70	72,22
Watchman	82,34	90,16	74,06	80,96	65,78	71,76	60,26	65,78
Employee not elsewhere in this paragraph specifically mentioned	82,34	90,16	74,06	80,96	65,78	71,76	60,26	65,78

A During the first 12 months after this determination has come into operation.

B Thereafter.

* It shall not be less than the wage to which the employee was entitled in terms of Determination 429: Cold Storage, Bacon Curing and Small Goods Manufacturing Industry, Certain Areas, as amended, on the date immediately preceding the date on which this determination has come into operation.

B. DIE KOELKAMER-, SPEKBEREIDING- EN KLEINGOEDERENYWERHEID

	Die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Paarl, Pincetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg		Die landdrosdistrikte Bloemfontein, Kimberley, Klerksdorp, Odendaalsrus, Oos-Londen, Pietermaritzburg, Potchefstroom, Somerset-Wes, Stellenbosch, Strand, Virginia en Welkom en die munisipale gebied van Witbank		Die landdrosdistrikte Bethlehem, Delmas, Estcourt, Heidelberg (Tvl.), Hoëveldrif, Kliprivier, Kroonstad, Malmesbury*, Port Shepstone en Worcester en die munisipale gebiede van Empanjeni, Ermelo, George, Grahamstad, Harrismith, Knysna, Middelburg (Tvl.) Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Potgietersrus, Rustenburg en Upton		Die landdrosdistrikte Aliwal-Noord, Balfour, Barkly-Wes, Mooirivier, Parys, Queenstown, Richmond en Standerton en die munisipale gebied van Piet Retief	
	A	B	A	B	A	B	A	B
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Ambagsman	175,26	183,08	159,62	166,52	140,76	146,74	129,72	135,24
Ambagsmanshulp—								
gedurende die eerste ses maande ondervinding	88,78	96,60	80,50	87,40	71,30	77,28	65,32	70,84
gedurende die tweede ses maande ondervinding	93,38	101,20	84,64	91,54	74,98	80,96	68,54	74,06
daarna	97,98	105,80	88,78	95,68	78,20	84,18	71,76	77,28
Bediener van 'n mobiele hystoestel	88,78	96,60	80,50	87,40	71,30	77,28	65,32	70,84
Bediener van verkoelingsinstallasie	Soos vir Vleiskok							
Bode	80,04	87,86	72,22	79,12	63,94	69,92	58,88	64,40
Chauffeur	95,22	103,04	86,48	93,38	78,66	84,64	73,60	79,12
Drywer van 'n—								
ligte motorvoertuig	95,22	103,04	86,48	93,38	78,66	84,64	73,60	79,12
medium motorvoertuig (gelede)	110,86	118,68	100,74	107,64	89,24	95,22	83,26	88,78
medium motorvoertuig (nie-gelede)	106,26	114,08	96,60	103,50	85,56	91,54	79,58	85,10
swaar motorvoertuig (gelede)	122,36	130,18	110,40	117,30	96,60	102,58	89,70	95,22
swaar motorvoertuig (nie-gelede)	117,30	125,12	106,26	113,16	92,92	98,90	86,02	91,54
ekstra swaar motorvoertuig (gelede)	132,48	140,30	120,52	127,42	106,26	112,24	97,98	103,50
ekstra swaar motorvoertuig (nie-gelede)	126,96	134,78	115,46	122,36	101,66	107,64	93,84	99,36
ultra swaar motorvoertuig	138,00	145,82	126,04	132,94	110,86	116,84	102,12	107,64
Drywer-verkoopsman—								
gedurende die eerste ses maande ondervinding	125,58	133,40	113,62	120,52	100,28	106,26	92,00	97,52
daarna	152,72	160,54	138,46	145,36	122,36	128,24	112,24	117,76
Eerstehulpassistent	82,34	90,16	74,06	80,96	65,78	71,76	60,26	65,78
Eerstehulpbediener	96,14	103,96	86,48	93,38	76,82	82,80	70,32	75,90
Fabrieksklerk—								
gedurende die eerste ses maande ondervinding	83,72	91,54	75,90	82,80	67,62	73,60	61,64	67,16
gedurende die tweede ses maande ondervinding	88,78	96,60	80,50	87,40	71,30	77,28	65,32	70,84
daarna	93,84	101,66	84,64	91,54	74,98	80,98	68,08	73,60
Faktotum	102,12	109,96	92,46	99,36	83,72	89,70	77,74	83,26
Keelafsnier	93,38	101,20	84,64	91,54	74,98	80,96	68,54	74,06
Ketelbediener	82,34	90,16	74,06	80,96	65,78	71,76	60,26	65,78

	Die landdrostrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Paarl, Pine-town, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg		Die landdrostrikte Bloemfontein, Kimberley, Klerksdorp, Odendaalsrus, Oos-Londen, Pietermaritzburg, Potchefstroom, Somerset-Wes, Stellenbosch, Strand, Virginia en Welkom en die munisipale gebied van Witbank		Die landdrostrikte Bethlehem, Delmas, Estcourt, Heidelberg (Tvl.), Hoëveldrif, Kliprivier, Kroonstad, Malmesbury*, Port Shepstone en Worcester en die munisipale gebiede van Empanjeni, Ermelo, George, Grahamstad, Harrismith, Knysna, Middelburg (Tvl.) Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Potgietersrus, Rustenburg en Upington		Die landdrostrikte Aliwal-Noord, Balfour, Barkly-Wes, Moorivier, Parys, Queenstown, Richmond en Standerton en die munisipale gebied van Piet Retief	
	A	B	A	B	A	B	A	B
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Kleingoederewerker of spekbereider—								
gedurende die eerste jaar ondervinding	88,78	96,60	80,50	87,40	71,30	77,28	65,32	70,84
gedurende die tweede jaar ondervinding	120,98	128,80	109,48	116,38	96,60	102,58	89,24	94,76
gedurende die derde jaar ondervinding	152,26	160,08	138,46	145,36	122,36	128,34	112,24	117,76
daarna	184,46	192,28	167,44	174,34	147,66	153,64	135,70	141,22
Klerk—								
gedurende die eerste jaar ondervinding	91,54	99,36	82,80	89,70	75,44	81,42	69,92	75,44
gedurende die tweede jaar ondervinding	107,64	115,46	97,06	103,96	87,40	93,38	80,50	86,02
gedurende die derde jaar ondervinding	122,82	130,64	111,78	118,68	99,36	105,34	91,54	97,06
daarna	138,92	146,74	126,04	132,94	111,32	117,30	102,58	108,10
Laboratoriumassistent—								
gedurende die eerste jaar ondervinding	85,10	92,92	76,36	83,26	67,62	73,60	62,10	67,62
daarna	96,14	103,96	86,48	93,38	76,82	82,80	70,38	75,90
Laboratoriumtegnikus—								
gedurende die eerste jaar ondervinding	91,54	99,36	82,80	89,70	75,44	81,42	69,92	75,44
gedurende die tweede jaar ondervinding	103,04	110,86	92,92	99,82	81,88	87,86	74,98	80,50
gedurende die derde jaar ondervinding	114,54	122,36	103,50	110,40	91,08	97,06	83,72	89,24
gedurende die vierde jaar ondervinding	125,58	133,40	113,62	120,52	100,28	106,26	91,54	97,06
gedurende die vyfde jaar ondervinding	137,08	144,90	124,20	131,10	109,94	115,92	100,28	105,80
daarna	148,58	156,40	134,78	141,68	118,68	124,66	108,56	114,08
Onderbaas	82,34	90,16	74,06	80,96	65,78	71,76	60,26	65,78
Sekuriteitswag	91,54	99,36	82,80	89,70	72,68	78,66	66,70	72,22
Slagter—								
gedurende die eerste jaar ondervinding	87,86	95,68	79,58	86,48	70,38	76,36	64,40	69,92
gedurende die tweede jaar ondervinding	98,44	106,26	89,24	96,14	78,66	84,64	71,76	77,28
gedurende die derde jaar ondervinding	113,16	120,98	101,66	108,56	89,70	95,68	81,88	87,40
daarna	126,96	134,78	114,54	121,44	100,74	106,72	91,54	97,06
Slagtersassistent—								
gedurende die eerste jaar ondervinding	80,04	87,86	72,22	79,12	63,94	69,92	58,88	64,40
daarna	88,78	96,60	80,50	87,40	71,30	77,28	65,32	70,84
Toesighouer	91,54	99,36	82,80	89,70	72,68	78,66	66,70	72,22
Versendingsklerk	Soos vir klerk							

	Die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Paarl, Pine-town, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg		Die landdrosdistrikte Bloemfontein, Kimberley, Klerksdorp, Odendaalsrus, Oos-Londen, Pietermaritzburg, Potchefstroom, Somerset-Wes, Stellenbosch, Strand, Virginia en Welkom en die munisipale gebied van Witbank		Die landdrosdistrikte Bethlehem, Delmas, Estcourt, Heidelberg (Tvl.), Hoëveldrif, Kliprivier, Kroonstad, Malmesbury*, Port Shepstone en Worcester en die munisipale gebiede van Empanjeni, Ermelo, George, Grahamstad, Harrismith, Knysna, Middelburg (Tvl.) Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Potgietersrus, Rustenburg en Upington		Die landdrosdistrikte Aliwal-Noord, Balfour, Barkly-Wes, Mooirivier, Parys, Queenstown, Richmond en Standerton en die munisipale gebied van Piet Retief	
	A	B	A	B	A	B	A	B
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Vleiskok—								
gedurende die eerste jaar ondervinding	79,12	86,94	71,76	78,66	63,48	69,46	57,50	63,02
gedurende die tweede jaar ondervinding	96,14	103,96	86,94	93,84	76,82	82,80	70,38	75,90
gedurende die derde jaar ondervinding	113,16	120,98	102,58	109,48	90,16	96,14	82,80	88,32
daarna	129,72	137,54	118,22	125,12	104,42	110,40	95,22	100,74
Wag	82,34	90,16	74,06	80,96	65,78	71,76	60,26	65,78
Werknemer, graad I—								
gedurende die eerste ses maande ondervinding	80,04	87,86	72,22	79,12	63,94	69,92	58,88	64,40
gedurende die tweede ses maande ondervinding	84,64	92,46	76,36	83,26	67,62	73,60	60,72	66,24
daarna	88,78	96,60	80,50	87,40	71,30	77,28	65,32	70,84
Werknemer, graad II	80,04	87,86	72,22	79,12	63,94	69,92	58,88	64,40
Werknemer, graad III—								
gedurende die eerste ses maande diens by dieselfde werkgewer	68,08	74,98	61,18	67,62	54,28	59,80	49,68	54,74
daarna	75,44	83,26	68,08	74,98	60,26	66,24	55,20	60,72
Werknemer nie elders spesifiek in hierdie paragraaf vermeld nie	82,34	90,16	74,06	80,96	65,78	71,76	60,26	65,78

A Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het.

B Daarna.

* Dit minstens die loon sal wees waarop die werknemer ingevolge Vasstelling 429: Koelkamer-, Spekbereiding- en Kleingoederenrywerheid, Sekere Gebiede, soos gewysig, geregtig was op die datum onmiddellik voor die datum waarop hierdie vasstelling in werking getree het.

(c) *Casual employees.*—Subject to the proviso to paragraph (a), a casual employee shall be paid in respect of the total period (excluding overtime) worked by him on any day, other than a paid holiday of a Sunday, not less than the hourly wage prescribed in paragraph (b) read with clause 2A (23), 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 hourly wage or the hourly equivalent of the wage actually being paid to such other employee, whichever is the greater amount, plus 15 per cent: Provided that—

(i) for the purpose of this paragraph the expression “such other 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 “hourly wage” shall mean the hourly wage prescribed for a qualified employee of that class;

(ab) to work for a period of less than four hours on any day, such employee shall be deemed to have worked for four hours.

(d) *Part-time employees.*—Subject to the proviso to paragraph (a), a part-time employee shall be paid not less than 66 $\frac{2}{3}$ per cent of the wage prescribed for an employee in the same area doing the same class of work and with the same experience, having due regard to the definition of “experience”.

(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 subclause (1) (d) and 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.*—Subject to the proviso to subclause (1) (a), 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 in prescribed in subclause (1), shall pay to such employees 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 provided otherwise 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.*—The hourly wage, daily wage and monthly wage of an employee other than a casual employee shall be calculated as indicated in the definitions of these expressions in clause 2.

(5) *Bicycle allowance.*—An employer who requires or permits an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any other remuneration due to him, an allowance of not less than R3 per week or, if he is a casual employee, not less than 60 cents per day.

(c) *Los werknemers.*—Behoudens die voorbehoudsbepaling in paragraaf (a), moet 'n los werknemer ten opsigte van die totale tydskuur (uitgesonderd oortyd) wat hy op enige dag behalwe 'n betaalde vakansiedag of 'n Sondag werk, minstens die uurloon voorgeskryf by paragraaf (b) gelees met klousule 2A (47) vir 'n werknemer in dieselfde gebied wat dieselfde klaswerk verrig as dié wat van die los werknemer vereis word, betaal word, minstens die uurloon of die ekwivalent van die uurloon wat werklik aan sodanige ander werknemer betaal word, watter bedrag ook al die grootste is, plus 15 persent: Met dien verstande dat—

(i) by die toepassing van hierdie paragraaf die uitdrukking “sodanige ander werknemer” die werknemer van die klas aan wie die laagste loon betaal word, beteken;

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

(aa) om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking “uurloon” die uurloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

(ab) om vir 'n tydperk van minder as vier uur op 'n dag te werk, sodanige werknemer geag word vir vier uur te gewerk het.

(d) *Deeltydse werknemers.*—Behoudens die voorbehoudsbepaling in paragraaf (a), moet 'n deeltydse werknemer minstens 66 $\frac{2}{3}$ persent van die loon voorgeskryf vir 'n werknemer in dieselfde gebied, vir dieselfde klas werk en met dieselfde ondervinding betaal word, met die nodige inagneming van die woordomskriving van “ondervinding”.

(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 subklousule (1) (d) en klousule 4 (6), moet hy ten opsigte van 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met die omskriving 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.*—Behoudens die voorbehoudsbepaling van subklousule (1) (a), moet 'n werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor of—

(a) 'n hoër loon as dié van sy eie klas soos by subklousule (1) voorgeskryf word, 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, 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 so uitgelê mag word nie dat dit 'n werkgewer belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word.

(4) *Loonberekening.*—Die uurloon, dagloon en maandloon van 'n werknemer, uitgesonderd 'n los werknemer, moet ooreenkomstig die woordomskriving van die uitdrukkings in klousule 2 bereken word.

(5) *Fietstoelae.*—'n Werkgewer wat van 'n werknemer vereis of hom toelaat om by die uitvoering van sy pligte sy eie fiets te gebruik moet hom, benewens enige ander besoldiging aan hom verskuldig, 'n toelaat van minstens R3 per week of, as hy 'n los werknemer is, minstens 60 sent per dag betaal.

4. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees.*—Save as provided in clause 6 (5) and (6), 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 at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or his number on the pay-roll and his class;
- (c) the period in respect of which payment is made;
- (d) the number of ordinary hours of work worked by the employee in that period;
- (e) the number of overtime hours worked by the employee in that period;
- (f) the number of hours worked by the employee on a Sunday or a paid holiday;
- (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) with an employee's written permission the amount due to him may be paid into his building society or bank account by his employer, who shall however hand to him the aforementioned statement;
- (iii) the information relating to paragraphs (d), (e) and (f) need not be furnished in respect of an employee referred to in clause 5 (7) (a).

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

(3) *Premiums.*—Subject to any other law, no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that employee.

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

(5) *Accommodation, meals and rations.*—Subject to any other 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) With the written consent of the employee, a deduction for a holiday, sick, medical, insurance, savings, provident or pension fund, or subscriptions to a trade union;
- (b) except where provided otherwise 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;

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalings van klousule 6 (5) en (6), moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, twee weekliks 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 verseëelde 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 klas;
- (c) die tydperk waarvoor die betaling geskied;
- (d) die getal gewone werkure wat die werknemer gedurende daardie tydperk gewerk het;
- (e) die getal ure wat die werknemer gedurende daardie tyd oortyd gewerk het;
- (f) die getal ure wat die werknemer op 'n Sondag of 'n betaalde 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 kovert 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 kovert 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 daardeur geraak word, betrokke is;

(ii) met die skriftelike toestemming van 'n werknemer, die bedrag aan hom verskuldig, in sy bouvereniging- of bankrekening gestort kan word deur die werkgever, wat die voornoemde staat egter aan hom moet oorhandig;

(iii) die inligting met betrekking tot paragrawe (d), (e) en (f) nie ten opsigte van 'n werknemer in klousule 5 (7) (a) vermeld, verstrekkend hoeft te word nie.

(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 betaling 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 die bepalings van enige ander wet, mag 'n werkgever nie van sy werknemer vereis om huisvesting, etes of rantsoene van hom of enigiemand anders of op enige plek deur hom aangewys, aan te neem nie.

(6) *Aftrappings.*—'n Werkgever mag sy werknemer geen boetes opleë 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 die toedoen 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) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;

(d) whenever an employee is required by law or agrees to accept accommodation, meals or rations from his employer, a deduction not exceeding the following amounts:

	Per week	Per month
(i) Accommodation.....	R1,50	R6,50
(ii) Meals and/or rations.....	R3,00	R13,00
(iii) Accommodation and meals and/or rations.....	R4,50	R19,50;

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

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

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

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

(g) with the written consent of an employee, a deduction towards the repayment of any amount loaned or advanced to him by the employer: Provided that any such deduction shall not exceed one third of the total remuneration due to the employee on the pay-day concerned 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 (c).

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 quarter on any day;

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

(b) a part time employee—

(i) 25 in a week from Monday to Saturday, inclusive; and

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

Provided that if such an employee is required to perform the duties of a security guard or a watchman he may work not more than, in the case of subparagraph (i), 12 ordinary hours and, in the case of subparagraph (ii), 10 ordinary hours on any day;

(c) enige bedrag wat 'n werkgewer volgens wet of kragtens '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 werkgewer aan te neem, 'n bedrag van hoogstens:

	Per week	Per maand
(i) Huisvesting.....	R1,50	R6,50
(ii) Etes en/of rantsoene.....	R3,00	R13,00
(iii) Huisvesting, etes en/of rantsoene..	R4,50	R19,50;

(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 handelslapse of 'n tekort aan grondstowwe of verpakkingsmateriaal ontstaan, geskied nie tensy die werkgewer sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;

(iii) geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens die wisselvalligheid van die weer of 'n onklaarraking van installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, 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 subparagraph (i) hierbo;

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

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

(a) 'n los werknemer in 'n bedryfsinrigting 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;

Met dien verstande dat indien sodanige werknemer die pligte van 'n sekuriteitswag of wag verrig, hy in die geval van subparagraph (i) hoogstens 12 gewone werkure en in die geval van subparagraph (ii) hoogstens 10 gewone werkure op enige dag mag werk;

(b) 'n deeltydse werknemer—

(i) 25 in 'n week vanaf Maandag tot en met Saterdag; en

(ii) behoudens subparagraph (i), vyf op enige dag;

(c) *a security guard or a watchman—*

- (i) 60 in any week from Monday to Saturday, inclusive; and
- (ii) subject to subparagraph (i), in the case of an employee who normally works on—

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

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

(d) *any other employee—*

- (i) 46 in any week from Monday to Saturday, inclusive; and
- (ii) subject to subparagraph (i), in the case of an employee who normally works on—

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

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

Provided that where an employee at the completion of his ordinary hours of work on any day is required to attend to a customer, the hours of work referred to in paragraphs (b) and (d) may be extended by not more than 15 minutes on such day, but so that the additional time so worked in any week does not exceed in the aggregate one hour and that it shall, in respect of such week, be deemed to be part of the ordinary hours of work of the employee.

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

(a) such interval may be reduced to not less than half an hour by mutual agreement between an employer and his employee, which shall be in writing;

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

(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, except that an employer who carries on the business of selling meat in wholesale quantities may grant two such intervals in any day, of which two hours shall not form part of the ordinary hours of work on that day;

(e) when it on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes so long as the total period worked by the employee after the first meal interval of the day does not exceed seven hours and such second meal interval shall be deemed not to be part of the ordinary hours of work or overtime;

(f) a driver who during such interval does no work other than being or remaining in charge of the vehicle 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 shift worker during the ordinary hours of work on any shift if he is given opportunity during such hours of having a meal while at his post, unless this is prohibited in terms of any law;

(i) such interval need not be given to an employee in a retail business during his ordinary hours of work on a Saturday, if he is given the opportunity during such hours of having a meal while at his post.

(c) *'n sekuriteitswag of 'n wag—*

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

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

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

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

(d) *enige ander werknemer—*

- (i) 46 per week 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, 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 enigteen van die ander dae tot agt en 'n half verleng kan word:

Met dien verstande dat as op 'n dag van 'n werknemer vereis word om, na voltooiing van die gewone werkure in paragrafe (b) en (d) bedoel, 'n klant te bedien, die gemelde gewone werkure op sodanige dag met hoogstens 15 minute verleng mag word, maar dan sodat die addisionele tyd wat aldus in 'n week gewerk word, altesaam hoogstens een uur is, en dat dit ten opsigte van sodanige week geag word deel uit te maak van die gewone werkure van die werknemer.

(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 onderling en skriftelik ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort;

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

(c) as sodanige pouse langer as een uur duur, uitgesonderd waar voorbehoedsbepaling (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, behalwe dat 'n werkgewer wat die bedryf beoefen om vleis in groothandel hoeveelhede te verkoop, twee sodanige pouses op 'n dag mag toestaan, waarvan twee uur nie deel van die gewone werkure op daardie dag moet uitmaak nie;

(e) wanneer daar vanweë oortydwerk 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 kan word, mits die totale tydperk wat die werknemer na die eerste etenspouse van die dag gewerk het, hoogstens sewe uur is, en sodanige tweede etenspouse word geag nie deel van die gewone werkure of oortydure uit te maak nie;

(f) 'n drywer wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of the 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;

(g) sodanige pouse nie aan 'n skofwerker toegestaan hoef te word nie gedurende sy gewone werkure op enige skof 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 bepalings van enige wet;

(i) sodanige pouse nie aan 'n werknemer in 'n kleinhandelsbesigheid gedurende sy gewone werkure op 'n Saterdag toegestaan hoef te word nie indien daar aan hom gedurende sodanige ure die geleentheid gebied word om 'n ete te nuttig terwyl hy op sy pos is.

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

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

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

- (a) casual employee, three hours on any day;
- (b) a security guard or a watchman, 12 hours in any week;
- (c) any other class of employee, 10 hours in any week:

Provided that this limitation shall not apply to a driver or an employee providing assistance on or accompanying a motor vehicle being driven over a distance of more than 480 km in one direction from the point of departure to the destination, when the ordinary hours of work of such driver or other member of the vehicle staff together with any overtime worked shall not exceed 14 hours 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 ten hours in any week;
- (ii) one and a half times his hourly wage in respect of the hours in excess of ten 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 an employee who receives a regular wage of not less than—

- (i) R2 000 per month in the following areas:

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

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;

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

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

- (ii) R1 850 per month in the following areas:

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

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

Natal.—The Magisterial Districts of Camperdown, Estcourt, Klip River and Port Shepstone and the municipal areas of Dundee, Glencoe, Newcastle and Vryheid;

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

(3) *Ruspouses.*—'n Werkgewer wat die Koelkamer-, Spekbereiding- en Kleingoederenwerheid bedryf, moet aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan so na doenlik aan die middel van elke eerste werktydperk en tweede werktydperk van die dag, en gedurende sodanige ruspouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige ruspouse word geag deel van die gewone werkeure van sodanige werknemer uit te maak: Met dien verstande dat, waar 'n werkgewer 'n ruspouse van minstens 20 minute gedurende elke voormiddagwerktydperk aan sy werknemer toestaan, die namiddagruspouse agterweê gelaat kan word.

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

(5) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie behalwe in ooreenstemming met 'n ooreenkoms met die werknemer aangegaan en sodanige oortyd mag nie meer wees nie as, in die geval van—

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

Met dien verstande dat hierdie beperking nie op 'n drywer of 'n werknemer wat ondersteuning verskaf of wat 'n motorvoertuig vergesel wat 'n afstand van meer as 480 km in een rigting vanaf die vertrekpunt tot by die bestemming aflê van toepassing is nie, as die gewone werkeure van sodanige drywer of ander lid van die voertuigpersoneel, tesame met enige oortyd, nie 14 ure op enige dag oorskry nie.

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

- (i) een en 'n derde maal sy uurloon betaal ten opsigte van die totale tydskuur aldus deur sodanige werknemer gewerk en wat tien uur in enige week oorskry nie;

- (ii) een en 'n half maal sy uurloon betaal ten opsigte van die ure deur sodanige werknemer gewerk en wat tien uur per week oorskry;

(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 tydskuur aldus op enige dag gewerk.

(7) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie op 'n werknemer van toepassing nie wat gereeld 'n loon ontvang van minstens—

- (i) R2 000 per maand in die volgende gebiede:

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

Transvaal.—Die landdrostdistrikte 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;

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

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

- (ii) R1 850 per maand in die volgende gebiede:

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

Transvaal.—Die landdrostdistrikte Delmas en Hoëveldrif en die munisipale gebiede van Brits, Ermelo, Lichtenburg, Middelburg, Nelspruit, Pietersburg, Potgietersrus, Rustenburg, Tzaneen en Witvriër.

Natal.—Die landdrostdistrikte Camperdown, Estcourt, Kliprivier en Port Shepstone en die munisipale gebiede van Dundee, Glencoe, Newcastle en Vryheid;

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

(iii) R1 700 per month in any of the remaining areas mentioned in clause 1 (2) (a) and (b).

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

(c) Subclauses (2) and (3) shall not apply to a security guard, a watchman, an employee who cooks rations for employees or makes tea or similar beverages or serves tea to employees, or his employer or his employer's guests or an employee who herds, drives or tends livestock: Provided that if such an employee is allowed a meal interval, the time taken up by such interval shall be deemed to be time worked.

(d) Subclause (3) shall not apply to a chauffeur, a driver, a driver-salesman or a Grade III employee or a general worker who accompanies such driver or driver-salesman.

(e) Subclause (5) shall not apply to an employee who herds, drives or tends livestock.

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) *A security guard or 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;

Provided that an employee who before this determination became binding became entitled to a longer period of annual leave than is prescribed in subparagraph (ii) shall retain such leave entitlement while employed by the same employer.

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

(a) subclause (1) (a) (i), an amount of not less than four times,

(b) subclause (1) (a) (ii) or (1) (b), an amount of not less than three times,

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

(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;

(iii) R1 700 per maand in die oorblywende gebiede in klousule 1 (2) (a) en (b) genoem.

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

(c) Subklousules (2) en (3) is nie op 'n sekuriteitswag, 'n wag, 'n werknemer wat rantsoene vir werknemers kook, of tee of derglike drankie vir werknemers of vir sy werkgever of sy werkgever se gaste maak of hulle daarmee bedien of 'n werknemer wat lewende hawe voer, water gee, oppas of aanjaag van toepassing nie: Met dien verstande dat indien sodanige werknemer 'n etenspouse toegestaan is, die tyd in beslag geneem deur sodanige pouse beskou word as tyd wat hy gewerk het.

(d) Subklousule (3) is nie op 'n chauffeur, 'n drywer, 'n drywerverkoopsman of 'n werknemer graad III of 'n algemene werker wat sodanige drywer of drywerverkoopsman vergesel, van toepassing nie.

(e) Subklousule (5) is nie op 'n werknemer wat lewende hawe voer, water gee, oppas of aanjaag van toepassing nie.

6. JAARLIKSE VERLOF

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

(a) 'n *Sekuriteitswag* of 'n *wag* wie se gewone werkure—

(i) *48 in 'n week oorskry* 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;

Met dien verstande dat 'n werknemer wat voordat hierdie vasstelling van krag geword het, geregtig geword het op 'n langer tydperk van jaarlikse verlof as wat in subparagraaf (ii) voorgeskryf word, die reg op sodanige verlof behou terwyl hy by daardie selfde werkgever in diens is;

(b) *enige ander werknemer* wat gewoonlik op—

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

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

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

(a) subklousule (1) (a) (i), 'n bedrag van minstens vier maal,

(b) subklousule (1) (a) (ii) of (1) (b), 'n bedrag van minstens drie maal,

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

(3) Die verlof voorgeskryf by subklousule (1) 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 (4), 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) any period during which the employee is under notice of termination of employment in terms of clause 13; 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) At the written request of his employee an employer may, in lieu of granting the leave prescribed in subclause (1) for such employee, pay to him not less than the amount which the employer would have had to pay to him in respect of such leave if the leave had been granted: Provided that—

(a) payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of 12 months of employment with the same employer;

(b) the request is made by the employee not later than four months after the expiry of the 12 months of employment to which the leave relates;

(c) the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request for a period of not less than three years from such date or the date of the expiry of the period of 12 months of employment to which the leave relates, whichever is the later.

(6) The remuneration in respect of the leave prescribed in subclause (1), read with subclauses (4) and (10), shall be paid not later than the last work-day before the date of commencement of the leave or, at the written request of the employee, not later than the first pay-day after the expiration of the leave.

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

(a) in the case of an employee referred to in subclause (1) (a) (i), one third; and

(b) in the case of an employee referred to in subclause (1) (a) (ii) or (1) (b), one fourth;

of the weekly wage he was receiving immediately before the date of such termination: Provided that—

(i) an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of proviso (c) to subclause (3);

(ii) an employee who leaves his employment without having given and served the period of notice prescribed in clause 13, shall be entitled to claim payment in terms of this subclause in respect of only such amount of accrued leave money as exceeds the amount he was required to pay his employer in lieu of notice, unless—

(aa) 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

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

(8) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclauses (3) (c) and (4) and clause 8 (1) (b) (iii) and whose employment terminates before such leave has been granted and taken shall with due regard to subclause (7) 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 at the date of such termination.

(ii) waartydens die werknemer onder kennisgewing van diensbeëindiging ingevolge klousule 13 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) Op die skriftelike versoek van sy werknemer kan 'n werkgever, in plaas van die verlof toe te staan wat in subklousule (1) vir sodanige werknemer voorgeskryf word, hom minstens die bedrag betaal wat die werkgever hom ten opsigte van sodanige verlof sou moes betaal het as die verlof toegestaan was: Met dien verstande dat—

(a) betaling in plaas van verlof hoogstens een maal in elke twee agtereenvolgende tydperke van 12 maande diens by dieselfde werkgever toegelaat word;

(b) die werknemer die versoek doen binne uiters vier maande ná afloop van die 12 maande diens waarop die verlof betrekking het;

(c) die werkgever die ontvangsdatum van die versoek daarop aanbring en onderteken, en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die aflooptdatum van die tydperk van 12 maande diens waarop die verlof betrekking het, en wel vanaf die jonste van die datums.

(6) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousules (4) en (10), 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.

(7) 'n Werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van so 'n termyn opgeloopt het, moet 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—

(a) in die geval van 'n werknemer in subklousule (1) (a) (i) bedoel, een derde en

(b) in die geval van 'n werknemer in subklousule (1) (a) (ii) of (1) (b) bedoel, een vierde

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat—

(i) 'n werkgever ten opsigte van enige tydperk van verlof wat aan 'n werknemer ingevolge voorbehoud (c) van subklousule (3) toegestaan is, 'n eweredige bedrag kan aftrek;

(ii) 'n werknemer wat sy diens verlaat sonder om kennis te gee en die kennisgewingstermyn wat by klousule 13 voorgeskryf word, uit te dien, geregtig is om betaling ingevolge hierdie subklousule te eis slegs ten opsigte van daardie opgeloopte verlofgeld bo die bedrag wat hy in plaas van diensopsegging aan sy werkgever moet betaal tensy—

(aa) die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgever by diensbeëindiging of voor diensbeëindiging betaal het in plaas daarvan om aldus kennis te gee; of

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

(8) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousules (3) (c) en (4) en klousule 8 (1) (b) (iii), en wie se diens eindig voordat sodanige verlof verleen en geneem is, moet, met inagneming van subklousule (7), 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 verleen en geneem was.

(9) For the purposes of this clause —

(a) the weekly wage at any date of an employee who is engaged on piecework 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 13;

(ii) any period 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;

(ad) with the consent or condonation of his employer;

(ae) for any other reason not being in breach of the contract of employment,

amounting in the aggregate, in any period of 12 months, to not more than 15 weeks; 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 period of 12 months' employment, more than four months of such service;

and employment shall be deemed to commence —

(aa) in the case of an employee who, before this determination became binding, had become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

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

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

(10) (a) Notwithstanding anything to the contrary contained in this clause, an employer who is engaged in the Cold Storage, Bacon Curing and Small Goods Industry, 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) or paragraph (c) hereof, as the case may be.

(b) Whenever a paid holiday falls on a day which would otherwise be a work-day for an employee and such paid 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 (7), 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, not less than 30 work-days; and

(b) any other employee, not less than 36 work-days,

(9) By die toepassing van hierdie klousule —

(a) is die weekloon van 'n werknemer wat stukwerk of kommissiewerk verrig, op enige datum sy gemiddelde weeklikse besoldiging vir die vorige 13 weke of, indien 'n korter tydperk gewerk is, vir die getal voltooide weke aldus gewerk;

(b) word die uitdrukkings "diens" en "dienstermyn" geag die volgende te omvat:

(i) Enige tydperk ten opsigte waarvan 'n werknemer of 'n werkgever 'n werknemer 'n werkgever ingevolge klousule 13 betaal in plaas van kennis te gee;

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

(aa) met verlof ingevolge hierdie klousule;

(ab) met siekteverlof ingevolge klousule 7 of as gevolg van ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b);

(ac) op las of versoek van sy werkgever;

(ad) met die toestemming of kondonering van sy werkgever;

(ae) om enige rede wat nie 'n verbreking van die dienskontrak is nie;

en wel tot 'n totaal, in enige 12 maande, van hoogstens 15 weke; en

(iii) enige tydperk wat 'n werknemer van sy werk 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 —

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

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

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

(10) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgever wat by die Koelkamer-, Spekbereiding- en Klein-goederenverwerheid betrokke is 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) of paragraaf (c) hiervan, na gelang van die geval, besoldig.

(b) Wanneer 'n betaalde vakansiedag op 'n dag val wat andersins vir die werknemer 'n werkdag sou gewees het en wat binne die geslote of stakingstydperk bedoel in paragraaf (a) val, moet nog 'n werkdag 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 werkgever betaal word op die grondslag in subklousule (7) 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 werkgever aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof toestaan aan —

(a) in the geval van 'n werknemer wat gewoonlik op nie meer as vyf dae per week werk nie, minstens 30 werkdade, en

(b) in die geval van enige ander werknemer, minstens 36 werkdade,

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

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

(ii) if in the first 36 consecutive months of employment, an employee is absent owing to incapacity for longer than the number of days of paid sick leave he is entitled to in terms of subparagraph (i), his employer shall not, at that stage, be required to effect any payment in respect of the excess sick leave taken. However, if he has not previously done so the employer shall at the end of the first cycle of 36 months of employment pay the employee an amount equal to not less than the difference between the sick leave payment made earlier and the employee's wage for the full period of his incapacity, up to a maximum of 30 work-days or 36 work-days, as the case may be. Such compensation shall be effected at the rate of not less than the employee's wage at the commencement of his incapacity: Provided further that where the contract of employment terminates before the end of the said first cycle the employee shall be entitled to claim payment from his employer of an amount equal to the difference between the sick leave pay already received and the wage for the full period of his incapacity, but not exceeding payment at a rate of more than one work-day's wage for each completed period of five weeks of employment if the employee works on not more than five days in a week and one work-day's wage for each completed month of employment in the case of any other employee and for the purposes of this proviso the expression "wage" shall mean the wage the employee was receiving at the commencement of his 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 paid holiday,

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 if an employee has received payment in terms of this clause on two or more occasions during any period of eight weeks without producing such a certificate, his employer may in the next eight weeks require him to produce such a certificate in respect of any period of absence.

(3) For the purposes of this clause the expression—

(a) "employment" shall be deemed to include—

(i) any period during which an employee is absent—

(aa) on leave in terms of clause 6;

(ab) 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 paragraph (b);

(ad) with the consent or condonation of his employer;

(ae) for any reason not being in breach of the contract of employment;

amounting in the aggregate to not more than 30 weeks in any cycle of 36 months;

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) indien 'n werknemer gedurende die eerste 36 agtereenvolgende maande diens weens ongeskiktheid afwesig is vir langer as die getal dae betaalde siekteverlof waarop hy kragtens subparagraaf (i) geregtig is, is sy werkgever nie op daardie tydperk verplig om hom vir sodanige langer siekteverlof wat geneem is, te betaal nie. Die werkgever moet egter by verstryking van die eerste kringloop van 36 maande, indien hy dit nie reeds gedoen het nie, aan die werknemer op daardie tydperk 'n bedrag uitbetaal wat nie minder mag wees nie as 'n bedrag gelyk aan die verskil tussen die siekteverlofbetaling reeds gemaak en die werknemer se loon vir die volle tydperk van ongeskiktheid tot 'n maksimum van 30 of 36 werkdae, na gelang van die geval. Sodanige uitbetaling moet geskied teen 'n koers van nie minder nie as die werknemer se loon ten tye van die aanvang van sy ongeskiktheid: Met dien verstande verder dat indien die werknemer se dienskontrak voor die verstryking van sodanige eerste kringloop eindig, hy daarop geregtig is om betaling van sy werkgever te eis van 'n bedrag gelyk aan die verskil tussen die siekteverlofbetaling wat hy alreeds ontvang het en sy loon vir die volle tydperk van sy ongeskiktheid, maar teen 'n tarief nie hoër nie as sy loon vir een werkdag vir elke voltooide tydperk van vyf weke diens, in die geval van 'n werknemer wat gewoonlik op nie meer as vyf dae per week werk nie en een werkdag vir een maand diens, in die geval van enige ander werknemer en by die toepassing van hierdie voorbehoud beteken die uitdrukking "loon" die loon wat die werknemer ten tye van die aanvang van sy ongeskiktheid ontvang het;

(iii) wanneer '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 bedrag 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 betaalde vakansiedag,

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, indien 'n werknemer by twee of meer geleenthede besoldiging ingevolge hierdie klousule gedurende enige tydperk van agt weke ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever in die daaropvolgende agt weke van hom mag vereis om so 'n sertifikaat ten opsigte van enige tydperk van afwesigheid voor te lê.

(3) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(ab) deur die toedoen van sy werkgever;

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

(ad) met die toestemming of kondonering van sy werkgever;

(ae) om enige ander rede as die verbreking van sy dienskontrak;

van altesaam hoogstens 30 weke in enige tydkring van 36 maande;

(ii) 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 period of 12 months employment, more than four months of such service;

(iii) any period of employment which an employee has had with the same employer immediately before the date on which this determination became binding and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this determination;

(b) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941 (Act No. 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 his employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for any period of sick leave in terms of subclause (1);

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

8. PAID HOLIDAYS AND SUNDAYS

(1) *Compensation for work on a paid holiday.*—(a) Whenever an employee, other than a casual employee, does not work on a paid holiday 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 his daily wage.

(b) Whenever an employee, other than a casual employee, works on a paid holiday, his employer shall pay him in respect of that day—

(i) an amount calculated at a rate of not less than double his wage in respect of the total period worked by him on such holiday or double his daily wage, whichever is the greater; or

(ii) an amount calculated at a rate of not less than one and a third times his hourly wage in respect of the total period 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 his daily wage; or

(iii) with the written consent of the employee, an amount calculated at a rate of not less than one and a third times his hourly wage in respect of the total period worked by him on that day, and grant to him one extra day's annual leave and pay him in respect of such leave an amount of not less than his daily wage.

(2) *Compensation for work on a Sunday.*—(a) Whenever an employee, other than a casual employee, works on Sunday and that day is also a paid holiday, his employer shall compensate him for such work on the basis set out in subclause (1) (b).

(b) Whenever an employee, other than a casual employee, works on a Sunday which is not also a paid holiday, his employer shall pay him—

(i) if he so works for more than four hours, an amount equal to at least his daily wage; or

(ii) if he so works for longer than four hours, an amount calculated at a rate of not less than double his hourly wage in respect of the total period worked by him on such Sunday, or an amount of not less than double his daily wage, whichever amount is the greater; or

(iii) an amount calculated at a rate of not less than one and a third times his hourly wage in respect of the total period worked by him on such Sunday and grant to him, within seven days of such Sunday, one day's leave and pay in respect of such leave an amount of not less than his daily wage.

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

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

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat enige sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeval of vergoedingspligtige siekte waarvoor vergoeding ingevolge die Ongevalwet, 1941 (Wet No. 30 van 1941) betaalbaar is, slegs as ongeskiktheid beskou word gedurende enige tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie wet betaalbaar is nie.

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

(a) op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelykstaande is met dié van die werknemer, betaal aan 'n fonds of organisasie deur die werknemer benoem, welke fonds of organisasie die werknemer waarborg om in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, altesaam minstens die ekwivalent van sy loon vir enige tydperk van siekteverlof ingevolge subklousule (1) aan die werknemer te betaal;

(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. BETAALDE VAKANSIEDAE EN SONDAE

(1) *Vergoeding vir werk op 'n betaalde vakansiedag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, nie op 'n betaalde vakansiedag 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 wat nie minder as sy dagloon is nie, betaal.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n betaalde vakansiedag werk, moet sy werkgever hom ten opsigte van daardie dag betaal—

(i) 'n bedrag bereken teen 'n koers van minstens dubbel sy loon ten opsigte van die volle tydsduur wat hy op sodanige vakansiedag werk of dubbel sy dagloon, watter bedrag ook al die grootste is; of

(ii) 'n bedrag bereken teen 'n koers van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydsduur 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 wat nie minder as sy dagloon is nie, betaal; of

(iii) met die skriftelike instemming van die werknemer, 'n bedrag bereken teen 'n koers van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydsduur wat hy op daardie dag werk en aan hom een bykomende dag jaarlikse verlof toestaan en ten opsigte van sodanige verlof 'n bedrag wat nie minder as sy dagloon is nie, betaal.

(2) *Vergoeding vir werk op 'n Sondag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk en sodanige dag is ook 'n betaalde vakansiedag moet sy werkgever hom vergoed op die grondslag by subklousule (1) (b), neergelê.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk wat nie 'n betaalde vakansiedag is nie, moet sy werkgever hom—

(i) indien hy hoogstens vier uur werk, 'n bedrag minstens gelyk aan sy dagloon betaal; of

(ii) indien hy langer as vier uur werk, 'n bedrag betaal, bereken teen 'n koers van nie minder nie as dubbel sy uurloon ten opsigte van die volle tydsduur wat hy op sodanige Sondag werk of 'n bedrag gelyk aan minstens dubbel sy dagloon, watter bedrag ook al die grootste is; of

(iii) 'n bedrag betaal bereken teen 'n koers van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydsduur wat hy op sodanige Sondag werk en aan hom binne sewe dae na daardie Sondag, een dag verlof toestaan en ten opsigte van sodanige verlof hom 'n bedrag wat nie minder as sy dagloon is nie, betaal.

(3) Whenever an employee works for a period which falls—

- (a) partly on a paid holiday and partly on a Sunday; or
 - (b) partly on a paid holiday and partly on an ordinary work-day;
- or
- (c) partly on a Sunday and partly on an ordinary work-day,

he shall for the purposes of this clause be deemed to have worked the whole period on the day on which the major portion of such work period falls.

(4) *Compensation to a casual employee for work on a paid holiday or a Sunday.*—Whenever a casual employee works on a paid holiday or on a Sunday, his employer shall pay him in respect of the total period worked by him on such day an amount calculated at a rate of double the hourly wage prescribed for, or double the lowest hourly wage actually being paid to, an employee in the same area who performs for him the same class of work as the casual employee is required to do, whichever is the greater amount: Provided that where the employer requires a casual employee—

(a) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "hourly wage" shall mean the hourly wage for a qualified employee of that class as calculated in terms of clause 3 (4);

(b) to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(5) *Payment.*—The 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 immediately after the day in respect of which such remuneration is payable. A casual employee shall be remunerated as set out in clause 4 (2).

(6) *Savings.*—Subclauses (1) (b), (2) and (3) 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 not less than the wage prescribed in clause 3 (1) for an employee of his class and experience, plus the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay a casual employee in respect of each day on which piece-work is performed, not less than 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 reflecting the wage and rates referred to in paragraph (a) or he may in lieu thereof supply every employee with a letter signed by himself, or on his behalf, setting out the said particulars.

(c) An employer shall not require or permit an employee to undertake any work for him solely on the basis of the quantity of work done. Any amount payable to an employee in terms of paragraph (a) shall be aside from and in addition to his wage, which shall not be less than the wage prescribed in clause 3 (1) for an employee of his class and experience.

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

(2) *Commission work.*—(a) An employee who by agreement with his employer undertakes commission work on a regular basis 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 the following—

- (i) the wage payable to the employee, which shall not be 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;

(3) Wanneer 'n werknemer vir 'n tydperk werk wat—

- (a) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n Sondag val; of
- (b) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n gewone werkdag val; of
- (c) gedeeltelik op 'n Sondag en gedeeltelik op 'n gewone werkdag val,

moet dit by die toepassing van hierdie klousule geag word dat die hele tydperk wat hy werk op dié dag val waarop die grootste gedeelte van die tyd wat hy werk, val.

(4) *Vergoeding aan 'n los werknemer vir werk op 'n betaalde vakansiedag of 'n Sondag.*—Wanneer 'n los werknemer op 'n betaalde vakansiedag of 'n Sondag werk, moet sy werkgever hom ten opsigte van die volle tydskedule wat hy op sodanige dag werk, 'n bedrag betaal, bereken teen 'n koers van dubbel die voorgeskrye uurloon vir, of dubbel die laagste werklike uurloon van, 'n werknemer in dieselfde gebied wat vir hom dieselfde klas werk as wat van die los werknemer vereis word, verrig, watter bedrag ook al die grootste is: Met dien verstande dat waar die werkgever van 'n los werknemer vereis—

(a) om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "uurloon" die uurloon vir 'n gekwalifiseerde werknemer van daardie klas beteken, soos bereken ingevolge klousule 3 (4);

(b) om vir 'n tydskedule van minder as vier uur op 'n dag te werk dit geag word dat hy vier uur gewerk het.

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

(6) *Voorbehoudsbepaling.*—Subklousules (1) (b), (2) en (3) 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 diens is, nadat hy hom minstens een week kennis gegee het, enige stukwerkstelsel invoer en sodanige werkgever moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen minstens die loon in klousule 3 (1) vir 'n werknemer van dieselfde klas en ondervinding voorgeskryf, plus die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgever, ongeag die hoeveelheid werk wat verrig is, 'n los werknemer, vir elke dag waarop stukwerk verrig word, minstens die bedrag betaal 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 mag nie van 'n werknemer vereis of hom toelaat om werk uitsluitlik op 'n stukwerkgrondslag te verrig nie. Enige bedrag wat ingevolge paragraaf (a) aan 'n werknemer betaalbaar is, is apart van en bykomend tot sy loon en dit mag nie minder wees nie as die loon wat in klousule 3 (1) vir 'n werknemer van dieselfde klas en met dieselfde ondervinding voorgeskryf word.

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

(2) *Kommissiewerk.*—(a) 'n Werknemer wat volgens 'n ooreenkoms met sy werkgever kommissiewerk op 'n gereelde grondslag onderneem, moet voordat sodanige werk begin, deur sy werkgever voorsien word van 'n ware afskrif van die ooreenkoms of 'n verklaring waarin die bepalinge van die ooreenkoms uiteengesit word en wat die volgende moet insluit—

- (i) die loon aan die werknemer betaalbaar, wat nie minder as die loon voorgeskryf by klousule 3 (1) vir 'n werknemer van dieselfde klas en ondervinding mag wees nie, die kommissietarief en die voorwaardes waarop hy die reg daarop verkry;

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

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

(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; and

(v) where applicable, the area in which the employee is required or permitted to work.

(b) Save as provided in clause 4 (6), the employer shall pay his employee at not less than the wage and rate of commission agreed upon between them.

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

(d) An employer 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.

(e) An employer or an employee who intends to cancel or to negotiate for the 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 or run concurrently with that required to terminate the contract of employment of such employee in terms of clause 13.

10. RATIO

(1) An employer engaged in the Meat Industry shall not employ—

(a) a blockman unless he has in his employ a first blockman;

(b) an unqualified blockman, blockman's assistant or sales assistant unless he has in his employ a qualified blockman and for each such qualified blockman in his employ he shall not employ more than—

(i) one unqualified blockman; and

(ii) two blockmen's assistants or two sales assistants or one blockman's assistant and one sales assistant.

(2) For the purpose of this clause—

(a) an employer who is wholly or mainly engaged in the work of a blockman may be deemed to be a first blockman for the purpose of subclause (1) (a) and a qualified blockman for the purpose of subclause (1) (b): Provided that the same employer may not be deemed to be both a first blockman and a qualified blockman: Provided further that he may not be deemed to be first blockman or qualified blockman, as the case may be, in respect of more than one establishment;

(b) an unqualified blockman who is receiving not less than the wage of a qualified blockman may be deemed to be a qualified blockman;

(c) an "employee" includes a "part-time employee".

(3) Where an employer carries on business in more than one establishment, the provisions of this clause shall apply separately to each such establishment.

11. PROHIBITION OF EMPLOYMENT

An employer shall not—

(a) employ any person under the age of 15 years;

(b) require or permit any female employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement.

12. 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 by any law is required to provide to his employee or which he requires his employee to wear: Provided that any employee who handles unpacked food must be provided with protective clothing at the employer's cost who must also maintain such clothing in a clean and serviceable condition at his expense. Any such article shall remain the property of the employer.

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

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

(iv) die dag waarop die kommissie wat die werknemer voor die beëindiging van die dienskontrak verdien het, betaal moet word: Met dien verstande dat sodanige betaaldag nie later nie as die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is; en

(v) waar van toepassing die gebied waarin daar van die werknemer vereis word of hy toegelaat word om te werk.

(b) Behoudens klousule 4 (6), moet 'n werkgewer sy werknemer minstens die loon en kommissietarief waaroor hulle ooreengekom het, betaal.

(c) Die werknemer se loon en kommissie moet betaal word op die dag wat bepaal is in die ooreenkoms bedoel in paragraaf (a), en die bepaling van klousule 4 (1) is nie op sodanige betaling van toepassing nie.

(d) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om werk vir hom uitsluitlik op 'n kommissiegrondslag te onderneem nie. Enige bedrag wat aan 'n werknemer as kommissie betaal moet word ingevolge 'n ooreenkoms wat ingevolge paragraaf (a) aangegaan is, is apart en bykomend tot die loon daarby voorgeskryf.

(e) 'n Werkgewer of 'n werknemer wat voornemens is om 'n ooreenkoms in verband met kommissiewerk op te sê of oor 'n wysiging daarvan te onderhandel, moet skriftelik kennis van sodanige voorname gee en die termyn van sodanige kennisgewing mag nie korter wees nie as, of mag nie saamval nie met dié wat by klousule 13 vir die beëindiging van die dienskontrak van sodanige werker vereis word.

10. GETALVERHOUDING

(1) 'n Werkgewer betrokke by die Vleisnywerheid mag nie—

(a) 'n blokman in diens neem nie tensy hy 'n eerste blokman in diens het;

(b) 'n ongekwalifiseerde blokman, blokmanassistent of verkoopassistent in diens neem nie tensy hy 'n gekwalifiseerde blokman in sy diens het en vir elke sodanige gekwalifiseerde blokman in sy diens kan hy hoogstens—

(i) een ongekwalifiseerde blokman, en

(ii) twee blokmanassistent, of twee verkoopassistent, of een blokmanassistent en een verkoopassistent in diens neem.

(2) By die toepassing van hierdie klousule—

(a) kan 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n blokman verrig, geag word 'n eerste blokman te wees vir die toepassing van subklousule 1 (a) en 'n gekwalifiseerde blokman vir die toepassing van subklousule 1 (b): Met dien verstande dat dieselfde werkgewer nie geag kan word beide 'n eerste blokman en 'n gekwalifiseerde blokman te wees nie, en voorts met dien verstande dat hy nie ten opsigte van meer as een bedryfsinrigting as eerste blokman of gekwalifiseerde blokman, na gelang van die geval, geag kan word nie;

(b) kan 'n ongekwalifiseerde blokman wat minstens die loon van 'n gekwalifiseerde blokman ontvang, geag word 'n gekwalifiseerde blokman te wees;

(c) omvat 'n "werknemer" ook 'n "deeltydse werknemer".

(3) As 'n werkgewer in meer as een bedryfsinrigting sake doen, is die bepaling van hierdie klousule op elke sodanige bedryfsinrigting afsonderlik van toepassing.

11. VERBOD OP INDIENSNEMING

'n Werkgewer mag nie—

(1) iemand onder die ouderdom van 15 jaar in diens neem nie;

(2) van 'n swanger werknemer vereis of haar toelaat om te werk gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die bevallingsdatum eindig nie.

12. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet enige uniform, oorpak, rubberstewels, pet of ander beskermende klere wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, of wat hy van sy werknemer vereis om te dra, gratis verskaf en in 'n bruikbare en skoon toestand hou: Met dien verstande dat 'n werknemer wat onverpakte voedsel hanteer, gratis deur sy werkgewer voorsien moet word van oorklere wat op koste van die werkgewer in 'n bruikbare en skoon toestand gehou moet word. Enige genoemde artikel bly die eiendom van die werkgewer.

13. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Notwithstanding clause 3 (2) 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, one work-day's notice;
- (b) one week's notice after the first four weeks of employment, of the termination of the contract, which shall be in writing except when given by an employee who is unable to write, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than, in the case of—

- (i) one work-day's notice, the daily wage the employee is receiving at the time of such termination;
- (ii) one week's notice, the weekly wage the employee is receiving at the time of such termination:

Provided that this shall not affect—

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

Provided further that payment in lieu of notice shall not be permitted during the absence of an employee—

- (i) on leave in terms of clause 6;
 - (ii) on sick leave in terms of clause 7;
 - (iii) 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;

- (iv) on military service, except where an employee otherwise requests and his employer agrees thereto in writing:

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

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

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

- (a) on leave in terms of clause 6;
 - (b) on sick leave in terms of clause 7; or
 - (c) 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;

- (d) on military service, except where an employee otherwise requests and his employer agrees thereto in writing.

(4) Notwithstanding anything to the contrary contained in this determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice of without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that this subclause shall not apply where the employer had waived the required period of notice of if in failing to give and serve the notice the employee was acting within his legal rights.

13. BEËINDIGING VAN DIENSKONTRAK

(1) Ondanks klousule 3 (2) moet 'n werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig—

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

vooraf kennis van die beëindiging van die kontrak gee, wat skriftelik gedoen moet word, uitgesonderd in die geval van 'n werknemer wat nie kan skryf nie, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, te betaal, in die geval van—

- (i) een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tye van sodanige diensbeëindiging ontvang;
- (ii) een week kennisgewing, minstens die weekloon wat die werknemer ten tye van sodanige diensbeëindiging ontvang:

Met dien verstande dat—

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

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

(ac) die werking van 'n verbeuring of boete wat volgens wet van toepassing is op 'n werknemer wat dros,

nie hierdeur geraak word nie:

Met dien verstande voorts dat betaling in plaas van kennisgewing nie toegelaat mag word nie gedurende 'n werknemer se afwesigheid—

- (i) met verlof ingevolge klousule 6;
- (ii) met siekteverlof ingevolge klousule 7;
- (iii) weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b)

vir altesaam hoogstens 15 weke in enige tydperk van 12 maande;

- (iv) vir militêre diens, behalwe waar die werknemer anders versoek en die werkgewer skriftelik daartoe instem:

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

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

(3) Die kennisgewing by subklousule (1) voorgeskryf, moet op 'n werkdag geskied: Met dien verstande dat die kennisgewingstermyn nie mag saamval nie met, en die kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid—

- (a) met verlof ingevolge klousule 6;
- (b) met siekteverlof ingevolge klousule 7;
- (c) weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b)

vir altesaam hoogstens 15 weke in enige tydperk van 12 maande;

- (d) vir militêre diens, behalwe waar die werknemer anders versoek en die werkgewer skriftelik daartoe instem.

(4) Ondanks andersluidende bepalings in hierdie vasstelling, waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en die vereiste tydperk uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, mag sy werkgewer uit enige geld wat hy sodanige werknemer uit hoofde van enige bepalings 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 hierdie subklousule nie geld nie waar die werkgewer van die vereiste kennisgewingstydperk afgesien het of die werknemer by versuim om kennis te gee en die kennisgewingstydperk uit te dien, binne sy wetlike regte gehandel het.

14. 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 Meat, Cold Storage, Bacon Curing and Small Goods Industry at,
 hereby certify that, identity number,
 was employed by me from the day of 19,
 to the day of 19,
 as (*).

At the termination of employment this employee's wage was R.....

.....
*Signature of employer or
 authorised representative*

Date

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

15. ATTENDANCE REGISTER

(1) An employer shall provide in his establishment an attendance register substantially in the following form, in which he shall record in ink or indelible pencil the name and class of each of his employees and if 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), in the presence of a person nominated by the employee, and sign such entries.

14. 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 die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die loon van die werknemer op die datum van sodanige beëindiging vermeld word:

DIENSSERTIFIKAAT

Ek,,
 wat as werkgever in die Vleis-, Koelkamer-, Spekbereiding- en Kleingoederenwerheid sake doen te,
 verklaar hierby dat, identiteitsnommer,
 in my diens was vanaf die dag van 19,
 tot die dag van 19 as (*).

By diensbeëindiging van 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. algemene werker, blokman, klerk.

15. BYWONINGSREGISTER

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

ATTENDANCE REGISTER

(Name of employee)										(Class of employee)							
Year		Entries to be made by employee												Remarks (if any)			
Month		Time of commencing work	Intervals off work						Time of finishing work	Overtime worked		Total number of hours		Signature	By employee	By employer, if employee was absent. Reasons for his absence (to be signed by employer)	By inspector
Date	Day of week		Off	On	Off	On	Off	On		On	Off	Each day	Each week				
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
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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.

BYWONINGSREGISTER

(Naam van werknemer)										(Klas van werknemer)							
Jaar		Inskrywings moet deur werknemer gemaak word										Opmerkings (as daar is)					
Maand		Tyd waarop werk be- gin word	Pouses van diens af						Tyd waarop werk beëin- dig word	Oortyd gewerk		Totale getal ure gewerk		Handte- kening	Deur werk- nemer	Deur werkgewer as werknemer afwesig is; rede daarvoor (moet deur werkgewer onder- teken 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																	
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Nota.—Onder opskrif "Aan" en "Af" in kolom "Pouses van diens af", voeg in tyd wanneer pouse begin en tyd wanneer werk hervat word. 'n Werknemer word geag by die werk te wees vir enige pouse in sy werk indien dit die werknemer nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.

(2) An employer may, instead of an attendance register, provide a semi-automatic time recorder together with the necessary cards, which shall be as nearly as practicable in the following form, and supply to each employee such a card indicating the name 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, a driver-salesman, a Grade III employee or a general worker who as such accompanies the driver or driver-salesman.

16. LOG-BOOK

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

(2) 'n Werkgegewer kan in plaas van 'n bywoningsregister, '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, 'n inskrywing maak deur middel van die registreerder op 'n kaart wat ingevolge subklousule (2) voorsien is en wat die volgende moet toon:

- (i) Die tyd waarop hy begin werk het;
- (ii) die tyd waarop alle etens- of ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het; en
- (iii) die tyd waarop werk vir die dag beëindig is.

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

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

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

(b) 'n drywer, 'n drywer-verkoopsman, 'n werknemer graad III of 'n algemene werknemer wat as sodanig die drywer of drywer-verkoopsman vergesel.

16. LOGBOEK

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

DAILY LOG

Name of employer.....
 Name of driver/driver-salesman.....
 Date.....
 Registration number of vehicle.....
 Time of starting work.....
 Time of finishing work.....
 Number of hours worked.....
 Meal interval from to.....
 Particulars of any accident or delay

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

Signature of driver/driver/salesman

Date.....

(2) Every driver/driver-salesman shall, in the log-book referred to in subclause (1), keep a daily log in duplicate in respect of each day's work and shall within 24 hours of the completion of the day's work to which it relates deliver a copy thereof to his employer and the employer shall retain such copy for a period of at least three years subsequent to such delivery.

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes the following Wage Determinations:

- 429, published under Government Notice No. R. 1670 of 29 July 1983, as amended by Government Notices Nos. R. 467 of 9 March 1984, R. 1391 of 6 July 1984 and R. 1533 of 25 July 1986,
 430, published under Government Notice No. R. 1672 of 29 July 1983, as amended by Government Notices Nos. R. 1392 of 6 July 1984 and R. 1534 of 25 July 1986.)

DAAGLIKSE LOG

Naam van werkgewer.....
 Naam van drywer/drywer-verkoopsman.....
 Datum.....
 Registrasienommer van voertuig.....
 Tyd waarop werk begin word.....
 Tyd waarop werk beëindig word.....
 Aantal ure gewerk.....
 Etenspouse van tot.....
 Besonderhede van 'n ongeluk of vertraging.....

Naam(Name) van werknemer(s) wat drywer vergesel.....

Handtekening van drywer/ drywer/
 verkoopsman

Datum.....

(2) Elke drywer of drywer-verkoopsman moet in die logboek bedoel in subclousule (1), 'n daaglikse log in tweevoud hou ten opsigte van elke dag se werk en moet binne 24 uur na voltooiing van die werk waarop dit betrekking het, 'n kopie daarvan aan sy werkgewer lewer en die werkgewer moet sodanige kopie vir 'n tydperk van minstens drie jaar na sodanige lewering bewaar.

(**Kennisgewing.**—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae die volgende Loonvasstellings:

- 429, gepubliseer by Goewermentskennisgewing No. R. 1670 van 29 Julie 1983, soos gewysig by Goewermentskennisgewings Nos. R. 467 van 9 Maart 1984, R. 1391 van 6 Julie 1984 en R. 1533 van 25 Julie 1986,
 430, gepubliseer by Goewermentskennisgewing No. R. 1672 van 29 Julie 1983, soos gewysig by Goewermentskennisgewings Nos. R. 1392 van 6 Julie 1984 en R. 1534 van 25 Julie 1986.)

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