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SOUTH AFRICA



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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 2023

22 September 1989

WAGE ACT, 1957

WAGE DETERMINATION 464.—FOOD, EDIBLE NUTS AND SNACKS INDUSTRY, REPUBLIC OF SOUTH AFRICA

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 Food, Edible Nuts and Snacks Industry, Republic of South Africa and has fixed the third Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

(1) This Determination shall in the Republic of South Africa apply to every employer in the Food, Edible Nuts and Snacks Industry as defined in subclause (2) and to all his employees in that Industry: Provided that it shall not apply to or in respect of—

- (a) an employer while he is a new employer as defined in subclause (3);
- (b) a small employer as defined in subclause (4); or
- (c) a manager as defined in subclause (5).

(2) "Food, Edible Nuts and Snacks Industry" or "Industry" means the industry in which employers and employees are associated for the purpose of—

(a) manufacturing, packing, concentrating or preserving (by means of any process, excluding freezing) any one or more of the following commodities:

- (i) Glacé or crystallised fruit (other than dried or minced fruit);
- (ii) chutney, achar, mayonnaise, sandwich spread or table sauce;

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 2023

22 September 1989

LOONWET, 1957

LOONVASSTELLING 464.—VOEDSEL, EETBARE NEUTE- EN VERSNAPERINGSNYWERHEID, REPUBLIEK VAN SUID-AFRIKA

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 Voedsel-, Eetbare Neute- en Versnaperingsnywerheid, Republiek van Suid-Afrika gemaak en die derde Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepaling van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

(1) Hierdie Vasstelling is van toepassing in die Republiek van Suid-Afrika op elke werkgever in die Voedsel-, Eetbare Neute- en Versnaperingsnywerheid soos in subklousule (2) omskryf, en op al sy werknemers in daardie Nywerheid: Met dien verstande dat dit nie van toepassing is nie op of ten opsigte van—

- (a) 'n werkgever vir so lank as wat hy 'n nuwe werkgever is soos in subklousule (3) omskryf;
- (b) 'n klein werkgever soos in subklousule (4) omskryf; of
- (c) 'n bestuurder soos in subklousule (5) omskryf.

(2) "Voedsel-, Eetbare Neute- en Versnaperingsnywerheid" of "Nywerheid" beteken die nywerheid waarin werkgevers en werknemers met mekaar geassosieer is met die doel om—

(a) een of meer van die volgende produkte te vervaardig, te verpak, te konsentreer of te preserveer (deur middel van enige proses, uitgesonderd bevroesing):

- (i) Geglaseerde of gekristalliseerde vrugte (behalwe gedroogde of gemaalde vrugte);
- (ii) blatjang, atjar, mayonnaise, toebroodjiesmeer of tafelsous;

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

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

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

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

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

(viii) ready-to-serve breakfast foods;

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

(b) cleaning, peeling, cutting, blanching, chopping or half-cooking vegetables, including cooking, half-cooking or freezing potatoes;

and includes all activities incidental thereto or consequent thereon;

(c) mixing, roasting, packing, bottling or processing groundnuts or any other edible nuts in any manner for human consumption, and includes the manufacture of—

(i) nut butters or pastes;

(ii) granulated, desiccated, flaked or sliced groundnuts or any other edible nuts;

(iii) any product of which groundnuts or any other edible nuts form the main ingredient;

and includes all activities incidental thereto or consequent thereon but it does not include the following:

(aa) The expressing of oil; and

(ab) any activities conducted by a manufacturer of sweets in connection with the processing of nuts for use by him in the manufacture of sweets;

(d) the manufacture, packing, concentrating or preserving (by means of any process, excluding freezing) of potato crisps, cheese twists, puffed wheat, puffed rice, puffed maize or similar eatables or snacks;

and includes all activities incidental thereto or consequent thereon.

(3) "New employer" means a business newly established in the Industry during the first 12 months of its existence in the Industry. [See also the proviso to clause 3 (1).]

(4) "Small employer" means an employer who is engaged as such in the Industry only and who at no time employs more than 20 employees in the aggregate.

(5) "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.

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

(iv) sous poeier, sop (met inbegrip van die klaargemengde droë bestanddele wat by die maak van sop gebruik word), kerriepoeier of speserye;

(v) gaar of rou macaroni, vermicelli, spaghetti of noedels;

(vi) jellie, vlapoeier, blanc-mange, kitsnageregte, versiersuiker, strooisuiker of roomyspoeier;

(vii) bakpoeier, gis, geursels, kleursels vir voedingsmiddels, ekstrakte of asyn;

(viii) dienklaar ontbyt kosse;

en dit omvat verder alle werksaamhede wat met enige van voormelde bedrywighede in verband staan of daaruit voortspruit en dit omvat verder die vervaardiging of verpakking van baba- of invalidevoedsel indien dit in dieselfde bedryfsinrigting geskied waarin enige van die werksaamhede in (a) hierbo genoem, verrig word, maar dit omvat nie die vervaardiging, verpakking, konsentrering of preservering (deur middel van enige proses, uitgesonderd bevriesing) van die produkte in (ii), (iii) en (viii) hierbo gespesifiseer nie indien sodanige bedrywigheid deur 'n werkgewer op dieselfde perseel onderneem word in verband met 'n ander bedryf of bedrywe waarin sy werknemers op sodanige perseel, as groep geneem, hoofsaaklik werksaam is;

(b) groente skoon te maak, te skil, op te sny, te blansjeer, fyn te kap of halfgaar te kook, asook aartappels te kook of halfgaar te kook of te bevries;

en dit omvat ook alle werksaamhede wat daarmee in verband staan of daaruit voortspruit;

(c) grondboontjies of enige ander eetbare neute vir menslike verbruik op enige wyse te meng, te bak, te verpak, te bottel of te verwerk, en dit omvat die vervaardiging van—

(i) neutebotters of -pastas;

(ii) verkorrelde, gedroogde, gevlokte of gekerfde grondboontjies of enige ander eetbare neute;

(iii) enige produk waarvan grondboontjies of enige ander eetbare neute die hoofbestanddeel uitmaak;

en dit omvat ook alle werksaamhede wat daarmee in verband staan of daaruit voortspruit, maar dit omvat nie die volgende nie:

(aa) Die uitpersing van olie; en

(ab) enige bedrywighede wat deur 'n vervaardiger van lekkergoed onderneem word in verband met die verwerking van neute vir gebruik deur hom by die vervaardiging van lekkergoed;

(d) aartappelblaartjies, kaaskrulle, pofkoring, pofrys, pofmielies of soortgelyke eetware of versnaperings te vervaardig, te verpak, te konsentreer of te preserveer (deur middel van enige proses, uitgesonderd bevriesing);

en dit omvat ook alle werksaamhede wat daarmee in verband staan of daaruit voortspruit.

(3) "Nuwe werkgewer" beteken 'n nuutgevestigde bedryfsinrigting in die Nywerheid gedurende die eerste 12 maande na sy totstandkoming in die Nywerheid. [Kyk ook die voorbehoudsbepaling by klousule 3 (1).]

(4) "Klein werkgewer" beteken 'n werkgewer wat as sodanig slegs by die Nywerheid betrokke is en te alle tye minder as 20 werknemers altesaam in diens het.

(5) "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 wat daarin geësig en 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 of hoofsaaklik werksaam is; en, voorts, tensy onbestaanbaar met die sinsverband, beteken—

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

(a) Klaargeadresseerde etikette aan kistsies, kartonne of ander houters aanbring;

(b) 'n ambagsman help deur artikels of gereedskap vas te hou of op enige ander wyse saam met hom te werk, maar nie deur die onafhanklike gebruik van gereedskap nie;

(c) op aflewering voertuie help, uitgesonderd die voertuie dryf of herstelwerk uitvoer;

(d) kissies of ander houers met die hand vasbind of met draad of bande vasmaak;

(e) goedere dra, oplig, opstapel, verskuif, laai of aflai:

(f) wiele of buite- of binnebande van motorvoertuie, kruiwagens of ander voertuie omruil, afhaal of vervang of binnebande oppomp of herstel;

(g) persele, installasies, gistenks, masjinerie, gereedskap, voertuie, meubels, werktuie, skottels, bottels, filtreerperse (met inbegrip van die verwydering en vervanging van filtreerdoek) of ander houers of artikels met die hand skoonmaak of was;

(h) neute of kerne met die hand kraak:

(i) bottels, flesse of houers met die hand of 'n nie-kragaangedrewe masjien toemaak, toekurk of van ander proppe of doppe voorsien:

(j) gedeeltelik verwerkte of verwerkte vrugte met die hand opсны of in skywe sny;

(k) groente of vrugte in vloeistowwe inkoop;

(l) 'n masjien voer of daarvan afneem waar geen ander pligte van 'n masjienoppasser of masjienbediener verrig word nie;

(m) materiaal met die hand in prosesvate, tenks of ander houters voer of daarvan afneem;

(n) sakke, bottels, vate of ander houers met die hand vul of
begmaak;

(o) hours of paper you;

(p) tuinwerk;

(q) met die hand fynmaak of maal:

(r) voeringstukke, skywe, ringe of drukwerk met die hand in eksels, blikke of ander houers aanbring;

(s) uitskep;

(t) latrines, buitegeboue of dergelike geboue of bouwerk afwit, kleurkalk of ontsmet;

(u) vuurmaak, vure aan die brand hou of uithaal, maar nie in stoomketels nie;

(v) tee of dergelijke drank maak of aan werknemers of sy werkgewer of besoekers bedien;

(w) deure, vensters, sakke, kassies, dromme, pakkette of ander houers met die hand oop; of toemaak;

(x) 'n voetgangerbeheerde batteryvoertuig bedien;

(y) met die hand pomp of hys;

(2) artikels van dieselfde grootte of getal verpak en toemaak in houters of klaargesnyde omhuissels wat spesiaal ontwerp is om hulle te bevat;

(aa) bereide of verwerkte vrugte, groente of ander produkte in bottels of ander houers plaas;

(ab) vreemde voorwerpe of foutiewe produkte met die hand uitsoek;

(ac) kurke of watter in houer doppe plaas:

(ad) voertuie met die hand stoot of trek:

(ae) afval, as of rommel verwyder;

(af) kissies, platkissies, kratte of ander houers met die hand
erstel;

(ag) verwerkte of gedeeltelik verwerkte vrugte in suiker rol:

(ah) rubberstempeling of reeksnumering waarby geen diskresie betrokke is nie;

(18) "commission work" means any system under which an employee receives additional remuneration calculated on the value or volume of sales effected by him or on the value or number of orders submitted to and accepted by his employer; (32)

(19) "condiment maker" means an employee who, under the supervision of a foreman or an assistant foreman, is in charge of the making of achar, chutney or mayonnaise; (37)

(20) "cooker attendant-in-charge" means an employee who, in the manufacture of ready-to-serve breakfast foods, is responsible for and supervises the loading of raw materials into pressure cookers, mixing or adding ingredients thereto in accordance with a formula and who by visual tests determines the degree of cooking; (see "grade I employee") (78)

(21) "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; (16)

(22) "day" means the period of 24 hours from midnight to midnight: Provided that, in the case of a shift worker, a security guard or a watchman, it shall mean a period of 24 hours reckoned from the time such an employee commences work; (15)

(23) "despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, mass-measuring, packing, marking, addressing or despatching of goods or packages; (see "clerk") (85)

(24) "dolly" means a trailer on which a semi-trailer rests and which converts the latter into a trailer; (17)

(25) "driver" means an employee, other than a chauffeur or a travelling representative's assistant, who drives a motor vehicle, and for the purposes of this definition the expression "drives a motor vehicle" includes all periods of driving, any time spent by him 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; (18)

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

(a) sells and delivers the products of this Industry from a motor vehicle;

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

(c) is responsible for the stock on the motor vehicle; and

who may drive such vehicle and canvass for orders; (19)

(27) "drying machine plant attendant" means an employee who is in charge of the complete drying machine plant and of the employees employed in connection with such plant and who is responsible for the efficient performance by them of their duties; (65)

(28) "emergency work" means—

(a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft, sabotage, industrial unrest, mass stayaway of employees, 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 working hours;

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

(i) ships;

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

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

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

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

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

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

(ai) klaargesnyde karton- of veselborddose of soortgelyke houters opstel;

(aj) met die hand sif (of sifmasjiene vul of leegmaak);

(ak) houters uitpak of leegmaak;

(al) vrugte of groente met die hand of nie-meganies aangedrewe masjiene was, sorteer, afskil, prik, afwerk, in skyfies sny, ontpit, wegsny, ontkern of opsny; (37)

(2) "ambagsman" 'n werknemer wat 'n kontrak van vakleerlingskap voltooi het of geag word te voltooi het in 'n ambag wat aangewys is of geag word aangewys te wees ingevolge die Wet op Mannekragopleiding, 1981, of wat die houer is van 'n sertifikaat aan hom uitgereik of geag word uitgereik te wees deur die Registrateur van Mannekragopleiding wat ambagsmanstatus aan hom verleen ingevolge daardie Wet, en enige ander werknemer wat werk doen wat gewoonlik deur 'n ambagsman verrig word, behalwe waar spesifiek anders in hierdie Vastelling bepaal word; (2)

(3) "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)

(4) "assistent-kokeroppasser" 'n werknemer wat, onder toesig van 'n toesighoudende kokeroppasser, enige van die pligte van 'n toesighoudende kokeroppasser uitvoer; (kyk "werknemer graad III") (4)

(5) "assistent-oondoppasser" 'n werknemer wat, onder toesig van 'n toesighoudende oondoppasser, enige van die pligte van 'n toesighoudende oondoppasser uitvoer; (kyk "werknemer graad III") (6)

(6) "assistent-voorman" 'n werknemer wat 'n voorman behulpsaam is en wat sodoende enige van die pligte van 'n voorman kan verrig en wat gedurende laasgenoemde se afwesigheid namens hom kan waarneem; (5)

(7) "bakker" 'n werknemer wat kleinkinder- of invalidevoedsel bak en daarvoor verantwoordelik is; (7)

(8) "bediener van 'n mobiele hystoestel" 'n werknemer wat 'n kragedrewe mobiele hystoestel of 'n vurkhuyswa bedien wat by die laai, aflaai, versit of opstapel van goedere gebruik word en dit sluit in die drywer van 'n trekker wat een of meer sleepwaens trek binne 'n bedryfsinrigting; (kyk "interne drywer") (62)

(9) "betaalde vakansiedag" Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val), Goede Vrydag, Hemelvaartdag, Republiekdag, Geloftedag en Kersdag; (74)

(10) "bode" 'n werknemer wat briewe, boodskappe of goedere te voet of deur middel van 'n trapfiets, driewiel of handvoertuig of deur middel van 'n twee- of driewielmotorfiets, bromponie, outofiets met 'n enjinkapasiteit van hoogstens 100 cm³ afhaal, sorteer, versprei of aflewer en wat enige skryfwerk in verband met sodanige afhaal of aflewering kan verrig en wat 'n kantoorkram- of afrolmasjiene kan bedien; (kyk "werknemer graad IV") (60)

(11) "bruto kombinasie-massa" met betrekking tot 'n motorvoertuig (gelede), die maksimum massa van sodanige voertuig en die voertuig of voertuie wat dit trek, en hulle vragte, soos deur die vervaardiger daarvan gespesifiseer of, in die afwesigheid van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (42)

(12) "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, in die afwesigheid van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (43)

(13) "chauffeur" 'n werknemer, uitgesonderd 'n drywer of 'n reisende verteenwoordiger se assistent, wat 'n ligte motorvoertuig dryf wat vir die vervoer van sy werkgewer, klante of besoekers bedoel is en waarmee ook dokumente of pakkette vervoer kan word; (15)

(14) "chemitegnikus" 'n werknemer wat toetse met grondstowwe of verwerkte produkte instel, beheer daarvoor uitvoer, toesig daarvoor hou of dit uitvoer en wat die gegewens wat uit sodanige toetse verkry word, vertolk; (16)

(15) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat, in die geval van 'n skofwerker, 'n sekuriteitswag of 'n wag, dit beteken 'n tydperk van 24 uur gereken vanaf die tydstop waarop so 'n werknemer begin werk; (22)

(c) any other class of employee, the total period or periods of employment which an employee has had in his class in this industry; (61)

(30) "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; (23)

(31) "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; (24)

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

- (a) Assembling orders for despatch;
- (b) checking attendance records or recording particulars of employees at work or absent or the time spent by employees on different tasks;
- (c) checking or recording particulars of goods received or issued or keeping stock records;
- (d) copying batch cards, job cards, production cards or other factory documents by hand;
- (e) counting or measuring;
- (f) filing, sorting, keeping or bringing forward factory documents;
- (g) interpreting or translating languages spoken by Black employees;
- (h) mass-measuring goods and recording particulars thereof;
- (i) operating an adding machine in the course of his duties as a factory clerk;
- (j) preparing wage or time cards or recording piece-work earnings for subsequent use by a clerk;
- (k) receiving goods, including the checking and recording of particulars thereof;
- (l) recording batch numbers, contents or reference numbers of containers filled or despatched;
- (m) recording particulars of annual or sick leave;
- (n) recording the engagement, discharge or resignation of employees, including the making of any necessary entries in the employees' personal files or documents; or preparing certificates of service or issuing passes;
- (o) scheduling production figures;
- (p) stamping or writing tickets or labels;
- (q) supervising the loading or off-loading of goods;
- (r) writing or recording particulars of the contents or the distinctive numbers of cartons, containers or packages;
- (s) writing out consignment or delivery notes or packing slips other than invoices;
- (t) writing up stock cards; (25)

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

- (a) the South African Red Cross Society;
- (b) the St John Ambulance Association; or
- (c) die Suid-Afrikaanse Noodhulp Liga; (20)

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

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

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; (21)

(35) "food boiler" means an employee who is responsible for and is engaged in boiling glacé fruit, grain or other ingredients used in the manufacturing process and who may be responsible for the mixing of such ingredients according to formula; (36)

(36) "foreman" means an employee who is in charge of the employees in an establishment or a department of an establishment, who exercises control over such employees and who is responsible to the manager for the efficient performance by them of their duties; (87)

(16) "dagloon", behalwe in die geval van 'n los werknemer, 'n werknemer se weekloon gedeel deur die getal dae waarop hy gewoonlik in 'n week werk; (21)

(17) "drastel" beteken 'n sleepwa waarop 'n leunwa rus en wat laasgenoemde in 'n sleepwa omskep; (24)

(18) "drywer" 'n werknemer, uitgesonderd 'n chauffeur of 'n reisende verteenwoordiger se assistent, wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordomskeuring omvat die uitdrukking " 'n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf; (25)

(19) "drywer-verkoopman" 'n werknemer wat—

- (a) die produkte van hierdie Nywerheid vanuit 'n motorvoertuig verkoop en 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 so 'n voertuig kan dryf en bestellings kan werf; (26)

(20) "eerstehulpassistente" 'n werknemer wat 'n eerstehulpbediener help met die uitvoering van sy pligte, wat namens laasgenoemde kan optree in sy afwesigheid en wat die houer is van 'n geldige sertifikaat van bevoegdheid in eerstehulp, uitgereik deur—

- (a) die Rooikruisvereniging van Suid-Afrika;
- (b) die St John Ambulance Association; of
- (c) die Suid-Afrikaanse Noodhulp Liga; (kyk "werknemer graad III") (33)

(21) "eerstehulpbediener" 'n werknemer wat in beheer is van 'n eerstehulpkamer en wat die houer is van 'n geldige sertifikaat van bevoegdheid in eerstehulp, uitgereik deur—

- (a) die Rooikruisvereniging van Suid-Afrika;
- (b) die St John Ambulance Association; of
- (c) die Suid-Afrikaanse Noodhulp Liga;

en wat minder ernstige wonde of beserings verbind en wat rekord kan hou van die name van werknemers wat behandel is of deur 'n mediese praktisyn behandel moet word, die aard van die besering en die behandeling wat gegee is; (34)

(22) "eetlokaalkok" 'n werknemer wat etes vir eetlokaal-doeleindes kook en daarvoor verantwoordelik is; (kyk "werknemer graad II") (11)

(23) "ekstra swaar motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 16 000 kg is maar nie 25 000 kg oorskry nie; (30)

(24) "ekstra swaar motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuig-massa meer as 16 000 kg is maar nie 25 000 kg oorskry nie; (31)

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

- (a) Bestellings vir versending byeenbring;
- (b) bywoningsregisters kontroleer of besonderhede in verband met werknemers wat aanwesig of afwesig is, of die tyd deur werknemers aan verskillende take bestee, aanteken;
- (c) besonderhede in verband met goedere wat ontvang of uitgereik is, nagaan of aanteken, of voorraadregisters hou;
- (d) lotkaarte, werkkaarte, produksiekaarte of ander fabrieksdokumente met die hand kopieer;
- (e) tel of meet;
- (f) fabrieksdokumente lisseer, sorteer, hou of oordra;
- (g) tale deur Swart werknemers gepraat, tolk of vertaal;
- (h) goedere massameet en besonderhede in verband daarmee aanteken;
- (i) 'n optelmasjien bedien in die loop van sy pligte as fabrieksklerk;
- (j) loon- of tydkaarte opstel of stukwerkverdiensies aanteken vir latere gebruik deur 'n klerk;
- (k) goedere ontvang of nagaan, insluitende die aanteken van besonderhede daarvan;

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

- (a) Affixing ready addressed labels to boxes, cartons or other containers;
- (b) assisting an artisan 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;
- (d) binding, wiring or strapping boxes or other containers by hand;
- (e) carrying, lifting, stacking, moving, loading or unloading goods;
- (f) changing, removing or replacing wheels, tyres or tubes of motor vehicles, wheelbarrows or other vehicles or inflating or repairing tubes;
- (g) cleaning or washing by hand premises, plant, fermentation tanks, machinery, tools, vehicles, furniture, utensils, dishes, bottles, filter presses (including the removal and replacement of filter cloths) or other containers or articles;
- (h) cracking nuts or kernels by hand;
- (i) closing, crowning, corking or placing any other stopper in or on bottles, jars or containers by hand or non-power driven machine;
- (j) cutting or slicing partly-processed or processed fruit by hand;
- (k) dipping fruit or vegetables into liquids;
- (l) feeding or taking off from a machine where no other duties of a machine minder or machine operator is performed;
- (m) feeding materials by hand into or drawing off from process vats, tanks or other vessels;
- (n) filling or emptying bags, bottles, casks or other containers by hand;
- (o) folding containers or paper;
- (p) gardening work;
- (q) grinding by hand;
- (r) inserting liners, discs, rings or printed matter into lids, tins or other containers by hand;
- (s) ladling;
- (t) lime-washing, colour-washing or disinfecting latrines, out-buildings or similar buildings or structures;
- (u) making, maintaining or drawing fires, other than in steam boilers;
- (v) making or serving tea or similar beverages to employees, his employer or visitors;
- (w) opening or closing doors, windows, bags, boxes, drums, packages or other containers by hand;
- (x) operating a pedestrian controlled battery-driven vehicle;
- (y) pumping or hoisting by hand;
- (z) packing or wrapping articles of uniform size or number into containers or pre-cut wrappers specially designed to contain them;
- (aa) packing prepared or processed fruit, vegetables or other products into bottles or other containers;
- (ab) picking out foreign bodies or defective products by hand;
- (ac) placing corks or wads in caps;
- (ad) pushing or pulling vehicles by hand;
- (ae) removing refuse, ash or scrap;
- (af) repairing boxes, trays, crates or other containers by hand;
- (ag) rolling processed or partly processed fruit in sugar;
- (ah) rubber stamping or serial numbering where no discretion is involved;
- (ai) setting up by hand ready-cut cardboard or fibre board boxes or similar containers;
- (aj) sieving by hand (or feeding or emptying sieving machines);
- (ak) unpacking or emptying containers;
- (al) washing, sorting, peeling, pricking, trimming, slicing, pitting, paring, coring or cutting fruit or vegetables by hand or non-mechanically powered machine; (1)

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

(m) besonderhede van jaarlikse of siekteverlof aanteken;

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

(o) lyste maak van produksiesyfers;

(p) kaartjies of etikette stempel of uitskrif;

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

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

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

(t) voorraadkaarte byhou; (32)

(26) "faktotum" 'n werknemer, uitgesonderd 'n vakleerling, ambagsmanshuip, masjienfaktotum of kwekeling, wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, en wat ook kleinere herstelwerk of opknappings aan geboue kan doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (44)

(27) "gekwalfiseerd" met betrekking tot 'n werknemer, dat die ondervinding van 'n werknemer in sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; omgekeerd beteken "ongekwalfiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (76)

(28) "gewone werkure" die werkure by klousule 5 (1) voorgeskryf of, indien volgens ooreenkoms tussen 'n werkgever en sy werknemer laasgenoemde korter ure werk, daardie korter ure; (70)

(29) "interne drywer" 'n werknemer wat 'n motorvoertuig binne 'n bedryfsinrigting dryf en omvat dit ook 'n mobiele hystoestelbediener; (48)

(30) "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; (kyk "werknemer graad III") (8)

(31) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en dit omvat 'n kassier, versendingsklerk, magasynman, ontvangsklerk, telefoonskakelbordoperateur of enige kantoomasjienoperateur maar nie 'n fabrieksklerk of enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (17)

(32) "kommissiewerk" 'n stelsel waarvolgens 'n werknemer addisionele besoldiging ontvang, bereken op die waarde of volume verkope deur hom gedoen of volgens die waarde of die getal bestellings wat hy aan sy werkgever voorle en wat sy werkgever aanvaar; (18)

(33) "kookpanoppasser" 'n werknemer wat onder toesig van 'n koskoker, assistent-voorman of voorman in beheer is van een of meer kookpanne en wat verantwoordelik kan wees vir die toets van die digtheid van stroop of die instandhouding van die korrekte temperatuur; (kyk "werknemer graad II") (8)

(34) "koper" 'n werknemer wat vrugte en groente van produsente koop; (10)

(35) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n handelslapse, 'n tekort aan grondstowwe of spoorweggetrokke, wisselvalligheid van die weer, 'n onklaarmaking van masjinerie of installasie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (82)

(36) "koskoker" 'n werknemer wat geglaseerde vrugte, graan of ander bestanddele wat in die vervaardigingsproses gebruik word, kook en daarvoor verantwoordelik is en wat verantwoordelik kan wees vir die meng van sodanige bestanddele volgens 'n formule; (35)

(37) "kruiemaker" 'n werknemer wat onder toesig van 'n voorman of assistent-voorman in beheer is van die maak van atjar, blattang of mayonnaise; (19)

(38) "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; (88)

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

(a) Operating—

- (i) an automatic or semi-automatic labelling machine;
- (ii) an automatic nut butter or nut paste filling or capping machine;
- (iii) an automatic packaging machine;
- (iv) a bag forming and filling machine;
- (v) a corn extruding machine;
- (vi) a corn popping or roasting machine;
- (vii) a filter press;
- (viii) a gravity or electronic sorting machine;
- (ix) a nut blanching machine;
- (x) a nut butter mill;
- (xi) a nut roasting or frying machine;
- (xii) a potato crisp cooker;
- (xiii) a potato washing machine;
- (xiv) a rotary filter;
- (xv) a separator plant;
- (xvi) a steam heated drying machine;

(b) attending to—

- (i) an automatic double seaming machine;
- (ii) an automatic packet wrapping machine;
- (iii) a roller drying machine;
- (iv) a spray drying machine;
- (v) a vacuum oven;
- (c) painting fences, outbuildings, plant, machinery or floors;
- (d) cask repairer;
- (e) cooker attendant-in-charge;
- (f) in charge of an ammonia compressor plant;
- (g) laboratory assistant;
- (h) mixing machine attendant-in-charge;
- (i) oven attendant-in-charge;
- (j) protective clothing attendant; (91)

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

(a) Operating—

- (i) a mixing machine;
- (ii) a molasses boiling plant;
- (iii) a container filling machine;
- (iv) a non-mechanically powered heat sealing machine;
- (v) a non-mechanically powered packet wrapping machine;
- (vi) a potato peeling machine;
- (vii) a vegetable slicing machine;

(b) affixing full size labels by hand to containers with a capacity of 1 kg or less excluding adjustment of labels defectively affixed by machine or the replacing of damaged labels;

- (c) attending to a grinding machine;
- (d) boiling pan attendant;
- (e) canteen cook;
- (f) mass measuring or measuring quantities of ingredients for manufacturing purposes;
- (g) moisture tester;
- (h) retort pressure cooker attendant;
- (i) syrupmaker;
- (j) sifting or cleaning seeds; (92)

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

(a) Operating—

- (i) a pumping machine;
- (ii) a shrinkwrap film machine;
- (iii) a stapling machine;
- (iv) any power-driven machine not elsewhere specifically mentioned in this clause;

(39) "laboratoriumassistent" 'n werknemer wat onder toetsing roetineoetse van grondstowwe of afgewerkte of gedeeltelik afgewerkte produkte uitvoer, monsters volgens formules voorberei en 'n laboratoriumtegnikus in die uitvoer van eksperimente, toetse of proewe help en wat ook laboratoriumuitrusting kan skoonmaak; (kyk "werknemer graad I") (49)

(40) "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; (80)

(41) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa nie meer as 3 500 kg is nie; (51)

(42) "loon" die bedrag geld wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure: Met dien verstande dat as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken maar dat hierdie voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; en "weekloon" het 'n ooreenstemmende betekenis; (93)

(43) "los werknemer" 'n werknemer wat hoogstens drie dae per week by dieselfde werkgewer in diens is; (13)

(44) "maandloon" vier en 'n derde maal 'n werknemer se weekloon; (64)

(45) "macaronimaker" 'n werknemer wat macaroni, vermicelli, spaghetti of noedels maak en daarvoor verantwoordelik is; (53)

(46) "magasynman" 'n werknemer wat beheer het oor voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn, pakhuis of oop voorraadwerf te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n magasyn, pakhuis of oop voorraadwerf aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending te lewer; (kyk "klerk") (83)

(47) "masjienbediener" 'n werknemer wat kraggedrewe masjien bedien, versorg, aansit, afsit, dit voer of daarvan afneem, wat die werk wat deur die masjien gedoen word noukeurig ondersoek of nagaan en wat geringe lopende verstellings aan die masjien kan maak, en het die uitdrukking "masjien bedien" 'n ooreenstemmende betekenis; (57)

(48) "masjienfaktotum" 'n werknemer, uitgesonderd 'n vakleerling, 'n ambagsmanshulp, 'n faktotum of 'n kwekeling, wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (55)

(49) "masjienoppasser" 'n werknemer wat, in verband met artikels wat deur 'n outomatiese masjien geprosesseer word, een of ander aanvullende handeling uitvoer, hetsy voordat of nadat sodanige artikel die masjien binnegaan, en het " 'n masjien oppas" 'n ooreenstemmende betekenis; (54)

(50) "masjienversorger" 'n werknemer wat 'n kragmasjien dophou en versorg en dit by die masjienbediener aanmeld wanneer sodanige masjien foutief funksioneer of gaan staan, en wat—

(a) die invoer in sodanige masjien kan aansit of stop, insluitende die aansit of stop van 'n selfstandig kragvoerder;

(b) met die hand in sodanige masjien kan voer of daarvan kan afhaal;

(c) die masjien kan stop as dit foutief funksioneer wanneer die masjienbediener buite bereik is maar wat nie sodanige masjien kan aansit, heraan sit of op enige wyse verstel nie tensy dit onder die regstreekse leiding van die masjienbediener is; (kyk "werknemer graad III") (56)

(51) "medium motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (58)

(52) "medium motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuigmassa meer as 3 500 kg maar hoogstens 9 000 kg is; (59)

(b) attending to—

- (i) a bottle washing machine;
- (ii) a carton feeding machine;
- (iii) a carton glueing machine;
- (iv) a carton lining machine;
- (v) an exhaust box;
- (vi) a hammer mill;
- (vii) a powder drying machine;
- (viii) a roasting pan;
- (ix) a sieving machine;

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

- (c) assistant cooker attendant;
- (d) assistant oven attendant;
- (e) boiler attendant;
- (f) chargehand;
- (g) machine minder;
- (h) making brine;

(i) recording by means of a clipper device the amount of work done by employees;

(j) soldering by hand; (93)

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

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

(b) applying flavouring or colouring materials by hand, under supervision;

(c) assembling, checking or packing printed material;

(d) assisting a driver-salesman;

(e) attending a goods lift;

(f) attending a samp drier;

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

(h) branding, marking or stencilling (other than addressing by hand), boxes, bags or other containers;

(i) closing boxes, packages or other containers by hand or non-mechanically powered machine;

(j) code dating by hand;

(k) cooking rations or soup;

(l) checking mass-measurement of filled containers;

(m) controlling the flow of sliced potatoes into or out of a potato crisp cooker;

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

(o) examining peeled potatoes or other products and removing blemishes from them by hand;

(p) filling tins, casks, boxes, bottles or other containers by hand or handcontrolled feed to specified mass or volume where the employee exercises control, or taring containers;

(q) greasing or oiling plant, machinery or vehicles;

(r) joining fruit halves;

(s) inspecting containers or other articles for foreign bodies, torn wrappers, discolouration or other obvious defects;

(t) labelling containers of a capacity of over 1 kg by hand;

(u) making or maintaining a fire in a boiler, including stoking, slicing or raking under the supervision of a boiler attendant;

(v) mass-measuring to a set mass or measuring to a predetermined measure, other than in item (f) of a grade II employee;

(w) mending bags or sewing bags by hand after being filled;

(x) messenger;

(y) monitoring the making of brine;

(z) opening or closing cocks or valves under supervision;

(aa) packing by hand articles into individual containers;

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

(ac) perforating labels;

(ad) removing, emptying, cleaning or replacing sanitary pails or cleaning sewerage pipes or points;

(ae) sharpening knives;

(af) washing, ironing or mending overalls;

(ag) wrapping parcels by hand; (94)

(53) "militêre diens" 'n tydperk van diens of opleiding kragtens die Verdedigingswet, 1957 (Wet No. 44 van 1957); (61)

(54) "motorvoertuig" 'n selfaangedrewe voertuig met 'n enjin-kapasiteit van meer as 100 cm³ wat gebruik word vir die vervoer van goedere en werknemers, en dit omvat 'n voorlaai, 'n voorspanmotor, 'n trekker, 'n twee- of driewielmotorfiets, maar omvat dit nie 'n motorvoertuig of 'n mobiele hystoestel wat binne 'n bedryfsinrigting gebruik word nie; (65)

(55) "motorvoertuig (gelede)" 'n kombinasie van voertuie bestaande uit 'n motorvoertuig en 'n leunwa of 'n sleepwa; (66)

(56) "motorvoertuig (nie-gelede)" 'n motorvoertuig uitgesonderd 'n motorvoertuig (gelede); (67)

(57) "nagskof" enige werktydperk waarvan die grootste deel tussen 20:00 en 06:00 val; (68)

(58) "nie-meganies gedrewe masjien" 'n masjien wat nie meganies aangedryf word nie, maar waarin die dryfkrag verkry word deurdat 'n werknemer 'n handhefboom of 'n voetpedaal trek of stoot of 'n slinger draai; (69)

(59) "noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos brand, 'n storm, 'n ongeluk, 'n epidemie, 'n gewelddaad, diefstal, sabotasie, nywerheidsnarus, die massawegbly van werknemers, die onklaarraking van installasies 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 installasies of masjinerie wat nie gedurende gewone werkure verrig kan word nie;

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

(i) skepe;

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

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

(d) enige werk in verband met die aflaai van bederfbare produkte van voertuie, uitgesonderd voertuie in (c) (ii) en (c) (iii) genoem, vir die doel van opberging teen bederf; (28)

(60) "onderbaas" 'n werknemer wat, onder die algemene toesig van 'n voorman of assistent-voorman, aan die hoof staan van 'n groep algemene werkers; (kyk "werknemer graad III") (14)

(61) "ondervinding" met betrekking tot—

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

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

(c) enige ander klas werknemer, die totale tydperk wat 'n werknemer in sy klas in hierdie Nywerheid werksaam was; (29)

(62) "ontvangsklerk" 'n werknemer wat daarvoor verantwoordelik is om vrugte of groente te ontvang, te massameet, te gradeer of die prys daarvan vas te stel; (kyk "klerk") (77)

(63) "oortyd" die 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 dit nie 'n tydperk waarin 'n werknemer op 'n Sondag of op 'n betaalde vakansiedag vir sy werkgever werk nie; (72)

(64) "oppasser van beskermende klere" 'n werknemer wat oorpakke, voorskote, handskoene, oorskoene, waterdige oorklere of ander beskermende klere uitdeel en die gebruik daarvan kontroleer, wat toesig kan hou oor die was, stryk en heelmak van oorpakke en wat in beheer van die kleedkamer kan wees; (kyk "werknemer graad I") (75)

(65) "oppasser van 'n droogmasjieninstallasie" 'n werknemer wat aan die hoof staan van die hele droogmasjieninstallasie en van die werknemers in diens in verband met sodanige installasie en wat verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse uitvoer; (27)

(42) "gross combination mass" in relation to a motor vehicle (articulated) means the combined maximum mass of such vehicle and the vehicle or vehicles which it draws and their loads, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (11)

(43) "gross vehicle mass" in relation to a motor vehicle (rigid) means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification as determined by the registering authority concerned; (12)

(44) "handyman" means an employee, other than an apprentice, artisan's aide, machine handyman or a trainee, who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings but who does not perform work normally done by an artisan; (26)

(45) "heavy motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceed 9 000 kg, but not 16 000 kg; (75)

(46) "heavy motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 9 000 kg but not 16 000 kg; (76)

(47) "hourly wage" means, except in the case of a casual employee, an employee's weekly wage divided by his weekly ordinary hours of work; (82)

(48) "internal driver" means an employee who drives a motor vehicle within an establishment and includes a mobile hoist operator; (29)

(49) "laboratory assistant" means an employee who, under supervision, is engaged in making routine tests of raw materials or finished or partly finished products, preparing samples according to formulae and who may assist a laboratory technician in the conduct of experiments, tests or trials and who may also clean laboratory equipment; (see "grade I employee") (39)

(50) "law" includes the common law; (95)

(51) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (41)

(52) "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; (67)

(53) "macaroni maker" means an employee who is responsible for and engaged in making macaroni, vermicelli, spaghetti or noodles; (45)

(54) "machine attendant" means an employee who in connection with the articles being processed by an automatic machine performs some supplementary operation either before or after such articles enter the machine and "attending a machine" has a corresponding meaning; (49)

(55) "machine handyman" means an employee, other than an apprentice, artisan's aide, handyman or a trainee, who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment but who does not perform work normally done by an artisan; (48)

(56) "machine minder" means an employee who is engaged in watching and minding a power-driven machine and reports any malfunctioning or stopping of such machine to the machine operator, and who may—

(a) start or stop the feed into such machine, including the starting or stopping of an independent power-driven feeder;

(b) feed into or take off from such machine by hand;

(c) stop the machine in the event of its malfunctioning if the machine operator is beyond reach;

but who may not start, re-start or make any adjustment to such machine except under the direct instruction of the machine operator; (see "grade III employee") (50)

(57) "machine operator" means an employee who operates, attends, starts, stops, feeds into or takes off from a power-driven machine, who scrutinises or checks the work done by the machine and who may effect minor running adjustments to the machine and the expression "operating a machine" has a corresponding meaning; (47)

(66) "oppasser van retortdrukkoker" 'n werknemer wat in beheer is van een of meer retorte en wat verantwoordelik kan wees vir die drukking, temperatuur, kook en kooktyd van die produkte wat geprosesseer moet word; (kyk "werknemer graad II") (78)

(67) "plaaslike owerheid" 'n munisipale raad, stadsraad, dorpsbestuursraad, afdelingsraad, of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Wet op Provinsiale Bestuur, 1961, of in enige ander Parlementêre wetgewing; (52)

(68) "reisende verteenwoordiger" 'n werknemer wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting namens sodanige inrigting bestellings vra, werf of soek; (89)

(69) "reisende verteenwoordiger se assistent" 'n werknemer wat 'n reisende verteenwoordiger vergesel en hom met die inpak, uitpak of vertoon van sy monsters help en wat die motorvoertuig wat die reisende verteenwoordiger in die uitvoering van sy werk gebruik, mag dryf; (90)

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

(a) Goedere of voertuie deursoek;

(b) persone deursoek en indien nodig, terughou;

(c) oor wagte toesig hou of hulle beheer;

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

en van wie ook vereis kan word om enige van of al die pligte wat voorgeskryf is vir 'n wag uit te voer; (79)

(71) "skofwerker" 'n werknemer wat skofwerk verrig in 'n aktiwiteit in 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag op hoogstens ses dae per week gewerk word; (81)

(72) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie en wat ontwerp of aangepas is om deur 'n motorvoertuig getrek te word, en dit sluit 'n drastel in; (87)

(73) "stroopmaker" 'n werknemer wat stroop tot 'n voorgeskrewe digtheid kook of opbou; (kyk "werknemer graad II") (84)

(74) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (73)

(75) "swaar motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (45)

(76) "swaar motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuigmassa meer as 9 000 kg maar hoogstens 16 000 kg is; (46)

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

(78) "toesighoudende kokeroppasser" 'n werknemer wat, by die bereiding van dienklaar ontbytvoedsel, verantwoordelik is vir en toesig hou oor die insit van grondstowwe in drukkokers, die meng of byvoeg van bestanddele volgens 'n formule, en wat die graad van gaarheid met die oog toets; (kyk "werknemer graad I") (20)

(79) "toesighoudende oondoppasser" 'n werknemer wat by die maak van dienklaar ontbytvoedsel, die werk verrig en in beheer is van die maak van vlokke en verantwoordelik is vir die regte dikte, mate van braai en kleur van die vlokke; (kyk "werknemer graad I") (71)

(80) "trekker" 'n motorvoertuig ontwerp of aangepas om ander voertuie mee te trek en nie om 'n vrag daarop te dra nie; (86)

(81) "ultraswaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa 25 000 kg oorskry; (92)

(82) "uurloon" uitgesonderd in die geval van 'n los werknemer, 'n werknemer se weekloon gedeel deur die getal gewone weeklikse werkure; (47)

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

(58) "medium motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 3 500 kg but not 9 000 kg; (51)

(59) "medium motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg; (52)

(60) "messenger" means an employee who is engaged in collecting, sorting, distributing or delivering letters, messages or goods on foot or by means of a bicycle, tricycle or manually propelled vehicle or by means of a two- or three-wheeled motor cycle, motor scooter or autocycle with an engine capacity of not more than 100 cm³ and who may perform any writing in connection with such collecting or delivering and may operate an office stapling or duplicating machine; (see "grade IV employee") (10)

(61) "military service" means any service or training in terms of the Defence Act, 1957, (Act No. 44 of 1957); (53)

(62) "mobile hoist operator" means an employee who is engaged in operating a power-driven mobile hoist or forklift truck for the loading, unloading, moving or stacking of goods and includes the driver of a tractor towing one or more trailers within an establishment; (see "internal driver") (8)

(63) "moisture tester" means an employee who, in the manufacture of ready-to-serve breakfast foods, periodically makes tests of the moisture content of products discharged from a drier plant and regulates the rate of discharge from such plant to give the required moisture content; (see "grade II employee") (86)

(64) "monthly wage" means an employee's weekly wage multiplied by four and one third; (44)

(65) "motor vehicle" means a self-propelled vehicle with an engine capacity exceeding 100 cm³, used for conveying goods and employees, and includes a front-end loader, a truck-tractor, a tractor, two- or three-wheeled cycle but does not include a mobile hoist or a motor vehicle used within an establishment; (54)

(66) "motor vehicle (articulated)" means a combination of vehicles consisting of a motor vehicle and a semi-trailer or trailer; (55)

(67) "motor vehicle (rigid)" means a motor vehicle other than a motor vehicle (articulated); (56)

(68) "night shift" means any period of work the major portion of which falls between 20:00 and 06:00; (57)

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

(70) "ordinary hours of work" means the hours of work prescribed in clause 5 (1) or if by agreement between an employer and his employee the latter works a lesser number of ordinary hours, such shorter hours; (28)

(71) "oven attendant-in-charge" means an employee who, in the manufacture of ready-to-serve breakfast foods, is engaged in and is in charge of the flaking operations and is responsible for the proper thickness, blistering and colour of flakes; (see "grade I employee") (79)

(72) "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 paid holiday or a Sunday; (63)

(73) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (74)

(74) "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; (9)

(75) "protective clothing attendant" means an employee who is engaged in handing out and controlling the use of overalls, aprons, gloves, galoshes, waterproofs, or other protective clothing, who may supervise the washing, ironing and mending of overalls and who may be in charge of the cloakroom; (see "grade I employee") (64)

(76) "qualified" in relation to an employee, means that the experience of the employee in his class entitles him to the highest wage rate prescribed for that class; and conversely "unqualified" means that his experience in his class does not entitle him to such highest rate; (27)

(84) "vathersteller" 'n werknemer wat vate of vaatjies herstel of aftakel of die kopstukke van vate of vaatjies verwyder of vervang en wat vate of vaatjies uit klaargemaakte duie inmekaar kan sit; (kyk "werknemer graad I") (12)

(85) "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, massameeting, verpakking, merk, adresseer of versending van goedere of pakkette; (kyk "klerk") (23)

(86) "vogtoetser" 'n werknemer wat, by die vervaardiging van dienklaar ontbytvoedsel, van tyd tot tyd die voginhoud van produkte wat uit 'n drooginstallasie kom, toets en die uitvloei tempo uit sodanige installasie reguleer ten einde die vereiste voginhoud te verkry; (kyk "werknemer graad II") (63)

(87) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (36)

(88) "voorspanmotor" 'n motorvoertuig ontwerp of ingerig om ander voertuie mee te trek en om nie 'n ander vrag as dié wat in die vorm van 'n leunwa of ballas daarop rus, te dra nie; (91)

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

(a) Geboue, persele, strukture of ander vaste of roerende eiendomme bewaak, beskerm of patroleer;

(b) hanteer of beheer in die uitvoering van een of meer van die pligte in (a) bedoel; (94)

(90) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van sodanige werknemer gewoonlik val; (95)

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

(a) Die bediening van—

- (i) 'n outomatiese of halfoutomatiese etiketteermasjien;
- (ii) 'n outomatiese neutbotter- of neutpastavul- of kroonmasjien;
- (iii) 'n outomatiese verpakkingsmasjien;
- (iv) 'n sakvorm- en vulmasjien;
- (v) 'n koringuitpersmasjien;
- (vi) 'n mieliespring- of bakmasjien;
- (vii) 'n filterpers;
- (viii) 'n swaartekrag- of elektroniese sorteerder;
- (ix) 'n neuthelmasjien;
- (x) 'n neutbottermoel;
- (xi) 'n neutbak- of -braaimasjien;
- (xii) 'n aartappelblaartjiekoker;
- (xiii) 'n aartappelwasmassjien;
- (xiv) 'n rotorfilter;
- (xv) 'n afskeieraanleg;
- (xvi) 'n stoomverhitte droogmasjien;

(b) toesig hou oor—

- (i) 'n outomatiese dubbelnaatmasjien;
- (ii) 'n outomatiese pakkietoedraaimasjien;
- (iii) 'n roldroër;
- (iv) 'n sproeidroër;
- (v) 'n vakuuomond;

(c) heinings, buitegeboue, installasies, masjinerie of vloere verf;

(d) vathersteller;

(e) toesighoudende kokeroppasser;

(f) oppasser van ammoniakkompressorinstallasie;

(g) laboratoriumassistent;

(h) toesighoudende mengmasjienoppasser;

(i) toesighoudende oondoppasser;

(j) oppasser van beskermende kler; (38)

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

(a) Die bediening van—

- (i) 'n mengmasjien;
- (ii) 'n melassekookinstallasie;
- (iii) 'n houervulmasjien;
- (iv) 'n nie-meganies aangedrewe hitteverseëlmasjien;
- (v) 'n nie-meganies aangedrewe pakkietoedraaimasjien;
- (vi) 'n aartappelskilmasjien;
- (vii) 'n groentesnymasjien;

(77) "receiving clerk" means an employee who is responsible for receiving, mass-measuring, grading or pricing fruit or vegetables; (see "clerk") (62)

(78) "retort pressure cooker attendant" means an employee who is in charge of one or more retorts and who may be responsible for the pressures, temperatures, cooking and cooking time of the products to be processed; (see "grade II employee") (66)

(79) "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) supervising or controlling one or more watchmen;
- (d) controlling, recording or reporting on the movement of persons or vehicles through check-points or gates;

and who may be required to perform any or all of the duties of a watchman; (70)

(80) "semi-trailer" means a trailer without a front axle and designed or adapted to rest on and be drawn by a truck-tractor; (40)

(81) "shift worker" means an employee who is engaged on shift-work in an activity in an establishment in which two or three consecutive shifts per day on not more than six days per week are worked; (71)

(82) "short-time" means a temporary reduction in the number of ordinary hours of working owing to slackness of trade, shortage of raw materials or railway trucks, vagaries of the weather, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (35)

(83) "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 open stockyard or delivering goods from a store, warehouse or open stockyard to the consuming departments or for despatch; (see "clerk") (46)

(84) "syrupmaker" means an employee who is engaged in boiling or building up syrup to a prescribed density; (see "grade II employee") (73)

(85) "supervisor" means an employee, other than a foreman or assistant foreman, who supervises a group or section of grade I, grade II, grade III or grade IV employees or chargehands or factory clerks and who may supervise general workers; (77)

(86) "tractor" means a motor vehicle designed or adapted to draw other vehicles and not to carry any load; (80)

(87) "trailer" means a vehicle which is not self-propelled but designed or adapted to be drawn by a motor vehicle, and includes a dolly; (72)

(88) "trainee" means an employee, other than an apprentice, to whom training is being provided in terms of the Manpower Training Act, 1981, in a trade designated or deemed to have been designated in terms of that Act; (38)

(89) "travelling representative" means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (68)

(90) "travelling representative's assistant" means an employee who accompanies a travelling representative and assists him in packing, unpacking or displaying his samples and who may drive the motor vehicle used by the travelling representative in the performance of his duties; (69)

(91) "truck-tractor" means a motor vehicle designed or adapted to draw other vehicles and not to carry any load other than that imposed by a semi-trailer or balast; (88)

(92) "ultra heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 25 000 kg; (81)

(93) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount, but this proviso shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received had he not been employed on such a basis; and "weekly wage" has a corresponding meaning; (42)

(b) etikette van volle grootte met die hand aanbring op houers met 'n inhoudsmaat van hoogstens 1 kg, maar nie die regskeif van etikette wat verkeerd deur 'n masjien aangebring is of die vervanging van beskadigde etikette nie;

(c) maalmasjienoppasser;

(d) kookpanoppasser;

(e) eetlokaalkok;

(f) die massameet of afmeet van hoeveelhede bestanddele vir vervaardigingsdoeleindes;

(g) vogtoetser;

(h) oppasser van 'n retortdrukkoker;

(i) stroopmaker;

(j) sade sif en skoonmaak; (39)

(93) "werknemer graad III" 'n werknemer wat in een of meer van die volgende hoedanighede in diens is of een of meer van die volgende werksaamhede verrig:

(a) Die bediening van —

(i) 'n pompmasjien;

(ii) 'n krimp-toedraaifilmmasjien;

(iii) 'n krammasjien;

(iv) 'n kragmasjien wat nie elders in hierdie klousule spesifiek genoem is nie;

(b) die oppas van —

(i) 'n bottelwasmassjien;

(ii) 'n kartonvoermassjien;

(iii) 'n kartongommassjien;

(iv) 'n kartonvoeringmassjien;

(v) 'n afvoerpot;

(vi) 'n hamermeul;

(vii) 'n poeierdroogmassjien;

(viii) 'n bakpan;

(ix) 'n sifmassjien;

(x) 'n kragmasjien wat nie elders in hierdie klousule spesifiek genoem is nie;

(c) assistent-kokeroppasser;

(d) assistent-oondoppasser;

(e) keteloppasser;

(f) onderbaas;

(g) masjienoppasser;

(h) pekelmaker;

(i) met behulp van 'n kniptoestel die hoeveelheid werk wat deur 'n werknemer gedoen word, aanteken;

(j) met die hand soldeer; (40)

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

(a) Etikette wat deur 'n masjien verkeerd op bottels of houers opgeplak is, regskeif of etikette op bottels en houers vervang;

(b) geursel of kleursel onder toesig met die hand aanwend;

(c) drukwerk byebring, nagaan of verpak;

(d) assistent vir 'n drywer-verkoopsman;

(e) goederhysbak bedien;

(f) 'n stampmeliedroër oppas;

(g) kiste of ander houers vasbind of bande met 'n masjien omsit;

(h) kiste, sakke of ander houers brandmerk, merk of sjablooneer (uitgesonderd met die hand adresseer);

(i) kiste, pakkette of ander houers met die hand of nie-meganies aangedrewe masjien toemaak;

(j) met die hand die datum kodeer;

(k) rantsone of sop kook;

(l) massameet van gevulde houers nagaan;

(m) die vloei van gesnyde aartappels in of uit 'n aartappel-blaartjiekoker kontroleer;

(n) artikels tel of verpak, uitgesonderd die verpakking van artikels van eenvormige grootte en getal in houers wat spesiaal gemaak is om sodanige artikels te bevat;

(o) afgeskilte aartappels of ander produkte ondersoek en slegte plekke met die hand daarvan verwyder;

(p) blikke, vate, kiste, bottels, of ander houers met die hand of 'n handvoerder vul volgens gespesifiseerde massa of hoeveelheid, waarby die werknemer beheer uitoefen, of die eiegewig van die houers bereken;

(q) installasies, masjinerie of voertuie smeer of olie;

(r) die helftes van vrugte saamvoeg;

(s) lê of gevulde houers of ander artikels vir vreemde voorwerpe, geskeurde omslae, verkleuring of ander voor-die-hand-liggende gebreke ondersoek;

(t) etikette met die hand aanbring op houers met 'n inhoudsmaat van meer as 1 kg;

(u) vure in stoomketels maak of aan die brand hou, met inbegrip van stook-, sny- en harkwerk onder toesig van 'n ketelbediener;

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

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

(b) handling or controlling dogs in the performance of any one or more of the duties referred to in (a); (89)

(95) "week" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls. (90)

3. REMUNERATION

(1) *Minimum wages.* — (a) The minimum wages which an employer shall pay to his employees shall be as specified in paragraphs (b) and (c): Provided that in the case of an employer who has been engaged in this Industry for a period of more than 12 months but not more than 24 months in the aggregate, such wages may be reduced by not more than 10 per cent during that period, whereafter the minimum wages specified in paragraphs (b) and (c) shall become payable and be paid.

(b) An employer shall, subject to the proviso to paragraph (a), pay to each member of the undermentioned classes of his employees, other than casual employees, the minimum wages specified hereunder:

(v) massameet volgens 'n vasgestelde massa of volgens 'n voorafgestelde maat afmeet, uitgesonderd in item (f) van 'n werknemer graad II;

(w) sakke heelmaak of sakke met die hand toewerk nadat hulle gevul is;

(x) bode;

(y) die maak van pekel monitor;

(z) krane of kleppe onder toesig oop- of toemaak;

(aa) artikels met die hand verpak in afsonderlike houers;

(ab) glansvrugte of versuikerde vrugte afsonderlik met die hand in houers verpak;

(ac) etikette perforeer;

(ad) sanitêre emmers verwyder, leegmaak, skoonmaak of vervang, of rioolpype of -punte skoonmaak;

(ae) messe slyp;

(af) oorpakke met die hand was of heelmaak of stryk;

(ag) pakkette met die hand toedraai; (41)

(95) "wet" ook die gemene reg. (50)

3. BESOLDIGING

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

(b) Behoudens die voorbehoudsbepaling van paragraaf (a) moet 'n werkgewer aan elke lid van ondergenoemde klasse werknemers, uitgesonderd los werknemers, die minimum lone hieronder uiteengesit, betaal:

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg		In the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Malmesbury, Odendaalsrus, Paarl, Pietermaritzburg, Somerset West, Stellenbosch, Strand, Virginia, Welkom, Wellington, Witbank and Worcester		In all the other areas	
	During the first 12 months after this Determination becomes effective	Thereafter	During the first 12 months after this Determination becomes effective	Thereafter	During the first 12 months after this Determination becomes effective	Thereafter
	R per week	R per week	R per week	R per week	R per week	R per week
Artisan.....	117,10	184,92	154,10	161,00	134,32	140,30
Artisan's aide —						
during the first six months of experience.....	94,30	102,12	81,88	88,78	71,30	77,28
thereafter.....	103,50	111,32	89,70	96,60	78,20	84,18
Assistant foreman.....	154,10	161,92	133,96	140,76	1117,30	123,28
Baker —						
during the first year of experience.....	96,60	104,42	83,72	90,62	72,22	78,20
during the second year of experience.....	111,78	119,60	97,52	104,42	84,64	90,62
during the third year of experience.....	126,96	134,78	110,40	117,30	95,68	101,66
thereafter.....	142,60	150,42	123,74	130,64	107,64	113,62
Buyer.....	167,44	175,26	145,82	152,72	127,42	133,40
Chauffeur.....	92,46	100,28	81,42	88,32	73,14	79,12
Chemical technician —						
during the first year of experience.....	96,60	104,42	83,72	90,62	72,22	78,10
during the second year of experience.....	107,64	115,46	93,38	100,28	81,42	87,40
during the third year of experience.....	118,68	126,50	103,04	109,94	89,70	95,68
during the fourth year of experience.....	130,18	138,00	112,70	119,60	98,44	104,42
during the fifth year of experience.....	141,22	149,04	122,36	129,26	106,72	112,70
thereafter.....	151,80	159,62	132,02	138,92	115,00	120,98
Clerk —						
during the first year of experience.....	96,60	104,42	83,72	90,62	72,22	78,20
during the second year of experience.....	112,70	120,52	97,98	104,88	85,10	91,08
during the third year of experience.....	128,80	136,62	111,78	118,68	97,06	103,04
thereafter.....	144,90	152,72	126,04	132,94	109,94	115,92

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg		In the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Malmesbury, Odendaalsrus, Paarl, Pietermaritzburg, Somerset West, Stellenbosch, Strand, Virginia, Welkom, Wellington, Witbank and Worcester		In all the other areas	
	During the first 12 months after this Determination becomes effective	Thereafter	During the first 12 months after this Determination becomes effective	Thereafter	During the first 12 months after this Determination becomes effective	Thereafter
	R per week	R per week	R per week	R per week	R per week	R per week
Condiment maker—						
during the first six months of experience	96,60	104,42	83,72	90,62	72,22	78,20
during the second six months of experience	101,66	109,48	88,32	95,22	76,82	82,80
during the third six months of experience	107,18	115,00	92,92	99,82	80,50	86,48
during the fourth six months of experience	111,78	119,60	97,52	104,42	84,64	90,62
thereafter	117,30	125,12	102,12	109,02	88,78	94,76
Driver of—						
a light motor vehicle	92,46	100,28	81,42	88,32	73,14	79,12
a medium motor vehicle (articulated)	113,16	120,98	97,98	104,88	85,56	91,54
a medium motor vehicle (rigid)	108,56	116,38	93,84	100,74	82,34	88,32
a heavy motor vehicle (articulated)	126,96	134,78	110,40	117,30	95,68	101,66
a heavy motor vehicle (rigid)	121,44	129,26	105,80	112,70	91,54	97,52
an extra heavy motor vehicle (articulated)	137,08	144,90	119,60	126,50	103,50	109,48
an extra heavy motor vehicle (rigid)	131,56	139,38	114,54	121,44	99,36	105,34
an ultra heavy motor vehicle	143,52	151,34	124,66	131,56	108,10	114,08

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg		In the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Malmesbury, Odendaalsrus, Paarl, Pietermaritzburg, Somerset West, Stellenbosch, Strand, Virginia, Welkom, Wellington, Witbank and Worcester		In all the other areas	
	During the first 12 months after this Determination becomes effective	Thereafter	During the first 12 months after this Determination becomes effective	Thereafter	During the first 12 months after this Determination becomes effective	Thereafter
	R per week	R per week	R per week	R per week	R per week	R per week
Driver-salesman of—						
a light or medium motor vehicle (rigid)	127,42	135,24	111,78	118,68	100,74	106,72
a heavy or extra heavy motor vehicle (rigid)	139,38	147,20	121,90	128,80	109,94	115,92
Drying machine plant attendant	128,34	136,16	111,32	118,22	97,06	103,04
Factory clerk—						
during the first six months of experience	89,70	97,52	77,74	84,64	67,62	73,60
during the second six months of experience	92,92	100,74	80,96	87,86	70,38	76,36
thereafter	96,60	104,42	83,72	90,62	72,68	78,66
First-aid assistant	86,48	94,30	74,98	81,88	65,32	71,30
First-aid attendant	107,64	115,46	93,38	100,28	81,42	87,40
Food boiler—						
during the first six months of experience	96,60	104,42	83,72	90,62	72,22	78,20
during the second six months of experience	101,66	109,48	88,32	95,22	76,82	82,80
during the third six months of experience	107,18	115,00	92,92	99,82	80,50	86,48
during the fourth six months of experience	111,78	119,60	97,52	104,42	84,64	90,62
thereafter	117,30	125,12	102,12	109,02	88,78	94,76
Foreman	181,70	189,52	157,78	164,68	137,54	143,52
General worker—						
during the first six months of employment with the same employer	72,68	79,58	63,02	69,00	53,82	60,26
thereafter	80,50	88,32	69,92	76,82	59,80	65,78
Grade I employee—						
during the first six months of experience	91,08	98,90	79,12	86,02	68,54	74,52
thereafter	97,98	105,80	85,10	92,00	73,60	79,58

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg		In the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Malmesbury, Odendaalsrus, Paarl, Pietermaritzburg, Somerset West, Stellenbosch, Strand, Virginia, Welkom, Wellington, Witbank and Worcester		In all the other areas	
	During the first 12 months after this Determination becomes effective	Thereafter	During the first 12 months after this Determination becomes effective	Thereafter	During the first 12 months after this Determination becomes effective	Thereafter
	R per week	R per week	R per week	R per week	R per week	R per week
Grade II employee—						
during the first six months of experience.....	86,48	94,30	74,98	81,88	65,32	71,30
thereafter.....	91,08	98,90	79,12	86,02	68,54	74,52
Grade III employee.....	87,86	95,68	76,36	83,26	66,24	72,22
Grade IV employee.....	84,18	92,00	73,14	80,04	63,02	69,00
Handyman.....	103,50	111,32	89,70	96,60	78,20	84,18
Internal driver—						
during the first six months of experience.....	87,40	95,22	75,90	82,80	65,78	71,76
thereafter.....	92,00	99,82	80,04	86,94	69,00	74,98
Macaronimaker—						
during the first year of experience.....	96,60	104,42	83,72	90,62	72,22	78,20
during the second year of experience.....	111,78	119,60	97,52	104,42	84,64	90,62
during the third year of experience.....	126,96	134,78	110,40	117,30	95,68	101,66
thereafter.....	142,60	150,42	123,74	130,64	107,64	113,62
Machine handyman.....	115,92	123,74	100,74	107,64	87,86	93,84
Security guard.....	96,60	104,42	83,72	90,62	72,68	78,66
Supervisor.....	103,50	111,32	89,70	96,60	78,20	84,18
Travelling representative—						
during the first year of experience.....	138,00	145,82	120,06	126,96	109,94	115,92
during the second year of experience.....	147,66	155,48	128,34	135,24	117,30	123,28
during the third year of experience.....	157,32	165,14	137,08	143,98	124,20	130,18
during the fourth year of experience.....	167,44	175,26	145,36	152,26	131,56	137,54
thereafter.....	177,10	184,92	154,10	161,00	138,92	144,90
Travelling representative's assistant.....	92,46	100,28	81,24	88,32	73,14	79,12
Watchman.....	89,70	97,52	77,74	84,64	67,62	73,60
Employee not elsewhere specifically mentioned in this subclause.....	87,40	95,22	75,90	82,80	65,78	71,76

	In 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, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg		In die landdrosdistrikte Bloemfontein, Kimberley, Klerksdorp, Malmesbury, Odendaalsrus, Oos-Londen, Paarl, Pietermaritzburg, Somerset-Wes, Stellenbosch, Strand, Virginia, Welkom, Wellington, Witbank en Worcester		In al die ander gebiede	
	Gedurende die eerste 12 maande nadat hierdie Vastelling van krag word	Daarna	Gedurende die eerste 12 maande nadat hierdie Vastelling van krag word	Daarna	Gedurende die eerste 12 maande nadat hierdie Vastelling van krag word	Daarna
	R per week	R per week	R per week	R per week	R per week	R per week
Algemene werker —						
gedurende die eerste ses maande van diens by dieselfde werkgever	72,68	79,58	63,02	69,00	53,82	60,26
daarna	80,50	88,32	69,92	76,82	59,80	65,78
Ambagsman	177,10	184,92	154,10	161,00	134,32	140,30
Ambagsmanshulp —						
gedurende die eerste ses maande ondervinding	94,30	102,12	81,88	88,78	71,30	77,28
daarna	103,50	111,32	89,70	96,60	78,20	84,18
Assistent-voorman	154,10	161,92	133,86	140,76	117,30	123,28
Bakker —						
gedurende die eerste jaar ondervinding	96,60	104,42	83,72	90,62	72,22	78,20
gedurende die tweede jaar ondervinding	111,78	119,60	97,52	104,42	84,64	90,62
gedurende die derde jaar ondervinding	126,96	134,78	110,40	117,30	95,68	101,66
daarna	142,60	150,42	123,74	130,64	107,64	113,62
Bediener van 'n droogmasjieninstallasie	128,34	136,16	111,32	118,22	97,06	103,04
Chaufeur	92,46	100,28	81,42	88,32	73,14	79,12
Chemitegnikus —						
gedurende die eerste jaar ondervinding	96,60	104,42	83,72	90,62	72,22	78,20
gedurende die tweede jaar ondervinding	107,64	115,46	93,38	100,28	81,42	87,40
gedurende die derde jaar ondervinding	118,68	126,50	103,04	109,94	89,70	95,68
gedurende die vierde jaar ondervinding	130,18	138,00	112,70	119,60	98,44	104,42
gedurende die vyfde jaar ondervinding	141,22	149,04	122,36	129,26	106,72	112,70
daarna	151,80	159,62	132,02	138,92	115,00	120,98

	In 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, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg		In die landdrosdistrikte Bloemfontein, Kimberley, Klerksdorp, Malmesbury, Odendaarsrus, Oos-Londen, Paarl, Pietermaritzburg, Somerset-Wes, Stellenbosch, Strand, Virginia, Welkom, Wellington, Witbank en Worcester		In al die ander gebiede	
	Gedurende die eerste 12 maande nadat hierdie Vastelling van krag word	Daarna	Gedurende die eerste 12 maande nadat hierdie Vastelling van krag word	Daarna	Gedurende die eerste 12 maande nadat hierdie Vastelling van krag word	Daarna
	R per week	R per week	R per week	R per week	R per week	R per week
Drywer van 'n—						
ligte motorvoertuig	92,46	100,28	81,42	88,32	73,14	79,12
medium motorvoertuig (gelede)	113,16	120,98	97,98	104,88	85,56	91,54
medium motorvoertuig (nie-gelede)	108,56	116,38	93,84	100,74	82,34	88,32
swaar motorvoertuig (gelede)	126,96	134,78	110,40	117,30	95,68	101,66
swaar motorvoertuig (nie-gelede)	121,44	129,26	105,80	112,70	91,54	97,52
ekstra swaar motorvoertuig (gelede)	137,08	144,90	119,60	126,50	103,50	109,48
ekstra swaar motorvoertuig (nie-gelede)	131,56	139,38	114,54	121,44	99,36	105,34
ultraswaar motorvoertuig	143,52	151,34	124,66	131,56	108,10	114,08
Drywer-verkoper van 'n—						
ligte of medium motorvoertuig (nie-gelede)	127,42	135,24	111,78	118,68	100,74	106,72
swaar of ekstra swaar motorvoertuig (nie-gelede)	139,38	147,20	121,90	128,80	109,94	115,92
Eerstehulpassistent	86,48	94,30	74,98	81,88	65,32	71,30
Eerstehulpbediener	107,64	115,46	93,38	100,28	81,42	87,40
Fabrieksklerk—						
gedurende die eerste ses maande ondervinding	89,70	97,52	77,74	854,64	67,62	73,60
gedurende die tweede ses maande ondervinding	92,92	100,74	80,96	87,86	70,38	76,36
daarna	96,60	104,42	83,72	90,62	72,68	78,66
Faktotum	103,50	111,32	89,70	96,60	78,20	84,18
Interne drywer—						
gedurende die eerste ses maande ondervinding	87,40	95,22	75,90	82,80	65,78	71,76
daarna	92,00	99,82	80,04	86,94	69,00	74,98

	In 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, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg		In die landdrosdistrikte Bloemfontein, Kimberley, Klerksdorp, Malmesbury, Odendaarsrus, Oos-Londen, Paarl, Pietermaritzburg, Somerset-Wes, Stellenbosch, Strand, Virginia, Welkom, Wellington, Witbank en Worcester		In al die ander gebiede	
	Gedurende die eerste 12 maande nadat hierdie Vastelling van krag word	Daarna	Gedurende die eerste 12 maande nadat hierdie Vastelling van krag word	Daarna	Gedurende die eerste 12 maande nadat hierdie Vastelling van krag word	Daarna
	R per week	R per week	R per week	R per week	R per week	R per week
Klerk—						
gedurende die eerste jaar ondervinding	96,60	104,42	83,72	90,62	72,22	78,20
gedurende die tweede jaar ondervinding	112,70	120,52	97,98	104,88	85,10	91,08
gedurende die derde jaar ondervinding	128,80	136,62	111,78	118,68	97,06	103,04
daarna	144,90	152,72	126,04	132,94	109,94	115,92
Koper	167,44	175,26	145,82	152,72	127,42	133,40
Koskokker—						
gedurende die eerste ses maande ondervinding	96,60	104,42	83,72	90,62	72,22	78,20
gedurende die tweede ses maande ondervinding	101,66	109,48	88,32	95,22	76,82	82,80
gedurende die derde ses maande ondervinding	107,18	115,00	92,92	99,82	80,50	86,48
gedurende die vierde ses maande ondervinding	111,78	119,60	97,52	104,42	84,64	90,62
daarna	117,30	125,12	102,12	109,02	88,78	94,76
Kruiemaker—						
gedurende die eerste ses maande ondervinding	96,60	104,42	83,72	90,62	72,22	78,20
gedurende die tweede ses maande ondervinding	101,66	109,48	88,32	95,22	76,82	82,80
gedurende die derde ses maande ondervinding	107,18	115,00	92,92	99,82	80,50	86,48
gedurende die vierde ses maande ondervinding	111,78	119,60	97,52	104,42	84,64	90,62
daarna	117,30	125,12	102,12	109,02	88,78	94,76
Macaronimaker—						
gedurende die eerste jaar ondervinding	96,60	104,42	83,72	90,62	72,22	78,20
gedurende die tweede jaar ondervinding	111,78	119,60	97,52	104,42	84,64	90,62
gedurende die derde jaar ondervinding	126,96	134,78	110,40	117,30	95,68	101,66
daarna	142,60	150,42	123,74	130,64	107,64	113,62
Masjienfaktotum	115,92	123,74	100,74	107,64	87,86	93,85

	In 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, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg		In die landdrosdistrikte Bloemfontein, Kimberley, Klerksdorp, Malmesbury, Odendaalsrus, Oos-Londen, Paarl, Pietermaritzburg, Somerset-Wes, Stellenbosch, Strand, Virginia, Welkom, Wellington, Witbank en Worcester		In al die ander gebiede	
	Gedurende die eerste 12 maande nadat hierdie Vastelling van krag word	Daarna	Gedurende die eerste 12 maande nadat hierdie Vastelling van krag word	Daarna	Gedurende die eerste 12 maande nadat hierdie Vastelling van krag word	Daarna
	R per week	R per week	R per week	R per week	R per week	R per week
Reisende verteenwoordiger—						
gedurende die eerste jaar ondervinding	138,00	145,82	120,06	126,96	109,94	115,92
gedurende die tweede jaar ondervinding	147,66	155,48	128,34	135,24	117,30	123,28
gedurende die derde jaar ondervinding	157,32	165,14	137,08	143,98	124,20	130,18
gedurende die vierde jaar ondervinding	167,44	175,26	145,36	152,26	131,56	137,54
daarna	177,10	184,92	154,10	161,00	138,92	144,90
Reisende verteenwoordiger se assistent	92,46	100,28	81,42	88,32	73,14	79,12
Sekuriteitswag	96,60	104,42	83,72	90,62	72,68	78,66
Toesighouer	103,50	111,32	89,70	96,60	78,20	84,18
Voorman	181,70	189,52	157,78	164,68	137,54	143,52
Wag	89,70	97,52	77,74	84,64	67,62	73,60
Werknemer graad I—						
gedurende die eerste ses maande ondervinding	91,08	98,90	79,12	86,02	68,54	74,52
daarna	97,98	105,80	85,10	92,00	73,60	79,58
Werknemer graad II—						
gedurende die eerste ses maande ondervinding	86,48	94,30	74,98	81,88	65,32	71,30
daarna	91,08	98,90	79,12	86,02	68,54	74,52
Werknemer graad III	87,86	95,68	76,36	83,26	66,24	72,22
Werknemer graad IV	84,18	92,00	73,14	80,04	63,02	69,00
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie	87,40	95,22	75,90	82,80	65,78	71,76

(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 on a paid holiday or on a Sunday, not less than the hourly wage prescribed in paragraph (b) read with clause 2 (47), 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 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 purposes 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.

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

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

(a) a wage higher than that of his own class is prescribed in subclause (1), shall pay to such employee in respect of that day, not less than the daily wage calculated at the higher rate; or

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

Provided that—

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

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

(4) *Calculation of wages.*—The hourly, daily and monthly wage of an employee shall be calculated as indicated in the definitions of these expressions in clause 2.

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

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

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

(i) 35 cents if the engine capacity of the vehicle concerned does not exceed 1 300 cm³;

(ii) 40 cents if the engine capacity of such vehicle exceeds 1 300 cm³ but not 1 800 cm³;

(iii) 45 cent if the engine capacity of such vehicle exceeds 1 800 cm³ but not 2 500 cm³;

(iv) 55 cents if the engine capacity of such vehicle exceeds 2 500 cm³.

(c) *Los werknemers.*—Behoudens die voorbehoudsbepaling van paragraaf (a) moet 'n los werknemer ten opsigte van die totale tydsked (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 2 (82) vir 'n werknemer in dieselfde gebied wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word, betaal word, of 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 'n 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 vier uur te gewerk het.

(2) *Kontrakgrondslag.*—By die toepassing van hierdie klousule moet die dinsktrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens klousule 4 (6), moet hy ten opsigte van 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met die omskrywing van "loon" in klousule 2 en met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word, afgesien daarvan of hy in daardie week die maksimum getal gewone werkure wat op hom van toepassing is, of minder, gewerk het.

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

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

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

Met dien verstande dat—

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

(ii) tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling só uitgelê mag word 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 sodanige 'n werknemer voorgeskryf word.

(4) *Loonberekening.*—Die uurloon, dagloon en maandloon van 'n werknemer moet bereken word soos aangedui in die woordomskrivings van hierdie uitdrukkings in klousule 2.

(5) *Vervoeruitgawes en -toelae.*—Benewens die betaling van enige ander besoldiging verskuldig aan—

(a) 'n werknemer wat van sy werkgewer se motorvoertuig gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgewer hom vergoed vir alle redelike uitgawes wat hy in die uitvoering van sy pligte in verband met sodanige vervoer aangegaan het, en by die toepassing van hierdie subklousule word die koste verbonde aan die stalling van 'n motorvoertuig oornag, geag 'n vervoeruitgawe te wees;

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

(i) 35 sent waar die enjinkapasiteit van die voertuig nie 1 300 cm³ oorskry nie;

(ii) 40 sent waar die enjinkapasiteit van die voertuig meer as 1 300 cm³ maar hoogstens 1 800 cm³ is;

(iii) 45 sent waar die enjinkapasiteit van die voertuig meer as 1 800 cm³ maar hoogstens 2 500 cm³ is;

(iv) 55 sent waar die enjinkapasiteit van die voertuig meer as 2 500 cm³ is.

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

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

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

(ab) reimburse him all reasonable expenses incurred for accommodation as well as meals, tea, coffee or similar beverages, or pay a subsistence allowance of not less than R30 per night to the travelling representative and R18 per night to the travelling representative's assistant, whichever is the greater amount, where such absence extends over one or more nights;

(ii) *a driver*—pay him a subsistence allowance of not less than R5 per night plus R3 per meal-time, not exceeding three per day, where such absence extends over one or more nights: Provided that where the employer provides a bed the first allowance may be reduced by not more than R1 per night;

(iii) *an employee accompanying a driver*—pay him a subsistence allowance of not less than R2,50 per night plus R3 per meal-time, not exceeding three per day, where such absence extends over one or more nights.

(b) For the purposes of this subclause the expression "night" means the period from 23:00 to 04:00.

(7) *Payment of transport and subsistence expenses and allowances.*—(a) An employer shall pay any expenses and allowances payable to an employee in terms of subclauses (5) and (6) within seven days of the employee's written claim therefor: Provided that an employee shall submit any such claim within one month of entitlement and shall not submit more than one claim in any one week.

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

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

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

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

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

(8) *Night shift allowance.*—(a) An employer who requires or permits his employee, other than a casual employee, to work night shift shall pay such employee, in addition to his wage, an allowance at a rate of not less than 10 per cent of his hourly wage for each hour or part of an hour worked by such employee on night shift within his ordinary hours of work.

(b) Paragraph (a) shall not apply to a canteen employee, a chauffeur, a first-aid attendant, a security guard, a watchman, an employee referred to in clause 5 (7) (a) or an employee whose attendance is necessary at night, in connection with the generation of light or power.

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

(6) *Onderhoudsuitgawes en -toelaes.*—(a) Benewens die betaling van enige ander besoldiging verskuldig aan 'n werknemer wat by die uitvoering van sy pligte van sy woonplek en sy werkgever se bedryfsinrigting afwesig is, moet sy werkgever, in die geval van—

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

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

(ab) hom vir alle redelike uitgawes aangegaan vir verblyf sowel as etes, tee, koffie of soortgelyke drankte vergoed; of 'n onderhoudstoelae van minstens R30 per nag aan die reisende verteenwoordiger en R18 per nag aan die reisende verteenwoordiger se assistent betaal, watter ook al die grootste bedrag is, waar sodanige afwesigheid oor een of meer nagte strek;

(ii) *'n drywer*—hom 'n onderhoudstoelae van minstens R5 per nag plus R3 per maaltyd van nie meer as drie per dag nie betaal, waar sodanige tydperk van afwesigheid oor een of meer nagte strek: Met dien verstande dat waar die werkgever 'n bed verskaf, die eerste toelae met nie meer as R1 per nag verminder mag word nie;

(iii) *'n werknemer wat 'n drywer vergesel*—hom 'n onderhoudstoelae van minstens R2,50 per nag plus R3 per maaltyd, van nie meer as drie per dag nie, betaal, waar sodanige tydperk van afwesigheid oor een of meer nagte strek.

(b) By die toepassing van hierdie subklousule beteken die uitdrukking "nag" die tydperk van 23:00 tot 04:00.

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

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

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

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

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

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

(8) *Nagskotoelae.*—(a) 'n Werkgever wat van sy werknemer, uitgesonderd 'n los werknemer, vereis of hom toelaat om nagskote te werk, moet aan sodanige werknemer, benewens sy loon, 'n toelae betaal van minstens 10 persent van sy uurloon vir elke uur of gedeelte van 'n uur wat sodanige werknemer binne sy gewone werkure nagskote gewerk het.

(b) Paragraaf (a) is nie van toepassing nie op 'n eetlokaalwerknemer, 'n chaffeur, 'n eerstehulpbediener, 'n sekuriteitswag, 'n wag, 'n werknemer bedoel in klousule 5 (7) (a) of 'n werknemer wie se teenwoordigheid snags nodig is in verband met die ontwikkeling van lig of krag.

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

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clauses 3 (7) and 6 (5), any amount due to an employee, other than a casual employee, shall be paid weekly, fortnightly or monthly, in cash or, with the consent of the employee by cheque, during the hours of work, or within 15 minutes thereafter on the usual pay-day of the establishment for such employee, or in the case of 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;
- (e) the number of overtime hours worked by the employee;
- (f) the number of hours worked by the employee on a Sunday or a paid holiday;
- (g) the employee's wage;
- (h) details or 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 thereby;

(ii) at the written request of an employee the amount due to him may be paid into his building society or bank account by his employer who shall however hand to him the aforementioned statement;

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

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

(3) *Premiums.*—Subject to any other law no payment by or on his 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 or meals or rations from any person or at any place nominated by him.

(6) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following:

(a) With the written consent of his employee, a deduction for any holiday, sick, medical, insurance, savings, provident or pension fund, or in respect of subscriptions to a trade union;

(b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than at the instance of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousules 3 (7) en 6 (5) moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, tweewekliks of maandeliks in kontant betaal word of met die toestemming van die werknemer per tjek gedurende die 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 koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop die volgende 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 ure 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 die werknemer betaal word;
- en sodanige koevert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer. Met dien verstande dat—

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

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

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

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

(3) *Premies.*—Behoudens enige ander wet mag 'n werkgever geen betaling deur of namens 'n werknemer ten opsigte van die indiensneming of opleiding van daardie werknemer, regstreeks of onregstreeks, aanneem 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 en rantsoene.*—Behoudens enige ander wet mag 'n werkgever nie van sy werknemer vereis om huisvesting, etes of rantsoene van enigiemand anders of op enige plek deur hom aangewys, aan te neem nie.

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

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

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

(c) enige bedra wat 'n werkgever volgens wet of kragtens 'n bevel van 'n bevoegde hof mag of moet aftrek;

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

	Per week	Per month
	R	R
(i) Accommodation	1,50	6,50
(ii) Meals and/or rations	3,00	13,00
(iii) Accommodation and meals and/or rations	4,50	19,50;

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

(i) such deduction shall not exceed one third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;

(ii) no deduction shall be made in the case of short-time arising out of slackness of business or shortage of raw materials, unless the employer has given his employee notice on the previous work-day of his intention to reduce the ordinary hours of work;

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

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

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

(ii) any organisation or body in respect of the rent of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such organisation or body wholly or partially from funds advanced from 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 (e).

5. ORDINARY HOURS OF WORK, OVERTIME AND PAYMENT FOR OVERTIME

(1) *Ordinary hours of work.*—An employer shall not require or permit an employee to work more ordinary hours of work than, in the case of—

(a) a casual employee in an establishment in which the employees normally work on—

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

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

Provided that if such employee performs the duties of a security-guard or a watchman, the hours referred to, in paragraphs (i) and (ii) may be extended to 12 and 10 hours, respectively;

(b) a security guard and a watchman—

(i) 60 in any week from Monday to Saturday, inclusive; and

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

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

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

(c) a shift worker—

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

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

(d) wanneer daar volgens wet van 'n werknemer vereis word of wanneer hy daartoe instem om huisvesting, etes of rantsoene van sy werkgever aan te neem, 'n bedrag van hoogstens die volgende:

	Per week	Per maand
	R	R
(i) Huisvesting	1,50	6,50
(ii) Etes en/of rantsoene	3,00	13,00
(iii) Huisvesting en etes en/of rantsoene	4,50	19,50;

(e) wanneer die gewone werksure 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 werksure aldus verminder word;

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

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

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

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

(ii) enige organisasies of liggaam ten opsigte van die huur van 'n woning of huisvesting 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 voorgesket vir daardie doel deur die Staat of 'n liggaam bedoel in subparagraaf (i) hierbo;

(g) met die skriftelike toestemming van 'n werknemer, enige bedrag ter terugbetaling van 'n bedrag wat die werkgever aan hom geleen of voorgesket het: Met dien verstande dat so 'n aftrekking hoogstens een derde van die totale besoldiging mag wees 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 Werkgever mag nie van 'n werknemer vereis of hom toelaat om meer gewone werkure te werk nie as, in die geval van—

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

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

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

Met dien verstande dat indien sodanige werknemer die pligte van 'n sekuriteitswag of 'n wag verrig, die ure bedoel in subparagrafe (i) en (ii) onderskeidelik tot 12 en 10 ure verleng kan word;

(b) '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 'n dag;

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

(c) 'n skofwerker—

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

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

(d) *any other employee—*

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

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

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

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

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

(b) periods of work interrupted by intervals of less than one hour, except when proviso (a) or (c) 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 one quarter hours shall be deemed to be time worked;

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

(e) when on any day by reason of overtime worked an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;

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

(g) in the case of an employee who is wholly of 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 his ordinary hours of work on any shift, if he is given the opportunity during such hours of having a meal while at his post, unless this is prohibited in terms of any legislation.

(3) *Rest intervals.*—An employer shall grant to his employee a rest interval of not less than 10 minutes as nearly as practicable in the middle of each first work period and second work period of the day, and during such interval the employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee: Provided that where an employer grants his employee a rest interval of not less than 20 minutes during each morningwork 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 otherwise than in terms of an agreement concluded by him with the employee and provided such overtime does not exceed, in the case of—

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

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

(c) any other class of employee, 10 hours in any week:

Provided further that the limitations contained in paragraph (c) shall not apply in respect of a driver or an employee providing assistance on or accompanying a motor vehicle 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 any member of the vehicle staff together with any overtime worked shall not exceed 14 hours on any day.

(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.

(2) *Etenspouses.*—'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 en 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 ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, welke ooreenkoms skriftelik moet wees;

(b) werktidperke wat onderbreek word deurpouses van minder as een uur, uitgesonderd waar voorbehoudsbepaling (a) of (c) van toepassing is, geag word aaneenlopend te wees;

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

(d) slegs een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag inmaak nie;

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

(f) 'n drywer wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig of sy vrag te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;

(g) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik betrokke is by die skoonmaak van persele indien sodanige pouse langer as drie uur is, enige tydperk wat drie uur te bowe gaan, geag word deel van die gewone werkure uit te maak;

(h) sodanige pouse nie aan 'n skofwerker gedurende sy gewone werkure in enige skof toegestaan hoef te word nie indien daar gedurende sodanige werkure aan hom die geleentheid gegee word om 'n ete te nuttig terwyl hy op sy pos bly, tensy dit ingevolge enige wetgewing verbied word.

(3) *Ruspouse.*—'n Werkgewer moet, so na as doenlik aan die middel van elke eerste en tweede werktidperke van die dag, aan sy werknemer 'n ruspouse van minstens 10 minute toestaan waarin daar nie van sodanige werknemer vereis en hy nie toegelaat mag word om werk te verrig nie, en daar word geag dat so 'n pouse deel van die gewone werkure van sodanige werknemer uitmaak: Met dien verstande dat, waar 'n werkgewer 'n ruspouse van minstens 20 minute gedurende elke voormiddagwerktidperke aan sy werknemer toestaan, die namiddagrupspouse agterweë gelaat kan word.

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

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

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

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

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

Met dien verstande voorts dat die beperkings in paragraaf (c) genoem, nie van toepassing is nie op 'n drywer of 'n werknemer wat 'n motorvoertuig vergesel of daarop hulp verleen wanneer dit oor 'n afstand van meer as 480 km in een rigting vanaf die vertrekpunt na die bestemming gedryf word nie, in welke geval die gewone werkure van sodanige voertuigpersoneel tesame met enige oortyd wat gewerk is, nie 14 uur op enige dag oorskry nie.

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

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

(ii) one and a half times his hourly wage in respect of the hours in excess of 10 hours in any week so worked by the employee.

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

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

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

(ii) any other class of employee who receives a regular wage at a rate of—

(aa) not less than R2 000 per month in the following areas:

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

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

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

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

(ab) not less than R1 850 per month in the following areas:

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

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

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

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

(ac) not less than R1 700 per month in any other areas in the Republic of South Africa not included in (aa) and (ab) hereof.

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

(c) Subclause (3) shall not apply to a boiler attendant, chauffeur, shift worker, driver, driver-salesman or to an employee providing assistance on or accompanying a motor vehicle while such vehicle is not at the employer's establishment.

(d) Subclause (2) and (3) shall not apply to a security guard or a watchman: Provided that if such employee is allowed a meal interval, the time taken up for such interval shall, for the purposes of subclause (1), be regarded as time worked by him.

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

(i) een en 'n derde maal sy uurloon ten opsigte van die totale tydperk wat nie 10 uur in 'n week oorskry nie;

(ii) een en 'n half maal sy uurloon ten opsigte van die ure wat 10 per week oorskry,

aldus deur sodanige werknemer gewerk.

(b) 'n Werkgewer moet 'n los werknemer wat oortyd werk, betaal teen 'n skaal van minstens een en 'n derde maal sy uurloon ten opsigte van die tydperk op 'n dag aldus gewerk.

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

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

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

(aa) minstens R2 000 per maand in die volgende gebiede:

Transvaal.—The landdrost distrikte 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;

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

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

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

(ab) minstens R1 850 per maand in die volgende gebiede:

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

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

Natal.—Die landdrost distrikte Camperdown, Dannhauser, Dundee, Eshowe, Estcourt, Glencoe, Kliprivier, Lions River, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Port Shepstone, Umzinto en Vryheid;

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

(ac) minstens R1 700 per maand in enige gebied wat nie in paragrawe (aa) en (ab) hierbo ingesluit is nie.

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

(c) Subklousule (3) is nie van toepassing nie op 'n ketelbediener, 'n chauffeur, 'n skofwerker, 'n drywer, 'n drywer-verkoopsman of 'n werknemer wat sodanige drywer vergesel of behulpsaam is op 'n motorvoertuig terwyl dit nie op die werkgewer se perseel is nie.

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

6. ANNUAL LEAVE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *to any other employee* who normally works on—

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

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

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

(i) subclause (1) (a) (i) or (1) (b) (i), an amount of not less than four times; and

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

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

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

(3) The leave prescribed in subclause (1) shall be granted and be taken, as the case may be, at a time to be fixed by the employer: Provided that—

(a) if such leave has not been granted earlier, it shall, save as provided in subclause (4), be granted and be taken so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee and the employee shall take such leave as from a date not later than two months after the expiration of the said period of four months;

(b) the period of leave shall not be concurrent with—

(i) any period of sick leave in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b), amounting in the aggregate in any period of 12 months to not more than 15 weeks;

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

(iii) any period during which the employee is doing military service;

6. JAARLIKSE VERLOF

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

(a) *Aan 'n reisende verteenwoordiger en 'n reisende verteenwoordiger se assistent* wat by die uitvoering van sy pligte van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is—

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

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

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

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

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

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

(b) *aan 'n sekuriteitswag en '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 in 'n week werk nie, 15 agtereenvolgende werkdade;

(ab) meer as vyf dae in 'n week werk, 18 agtereenvolgende werkdade;

(c) *aan enige ander werknemer* wat gewoonlik op—

(i) nie meer as vyf dae in 'n week werk nie, 15 agtereenvolgende werkdade;

(ii) meer as vyf dae in 'n week werk, 18 agtereenvolgende werkdade.

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

(i) subklousule (1) (a) (i) of (1) (b) (i), 'n bedrag van minstens vier maal; en

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

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

(b) 'n Werknemer wat voordat subklousules (1) (a) (ii) en (1) (b) (ii) in werking getree het, geregtig geword het op 'n langer tydperk jaarlikse verlof as wat daarby voorgeskryf word, behou die reg op sodanige verlof terwyl hy by dieselfde werkgewer in diens is.

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

(a) as sodanige verlof nie eerder toegestaan is nie, dit, behoudens subklousule (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 werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet toestaan en die werknemer die verlof moet neem met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

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

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

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

(iii) waartydens 'n werknemer militêre diens doen;

(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 the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request at least until after the expiration of the period of leave.

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

(5) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (4), and with subclause (9), shall be paid not later than the last work-day before the date of commencement of the leave or, at the written request of the employee, not later than the first pay-day after the expiration of the leave.

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

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

(b) subclause (1) (a) (i) or (1) (b) (i), one third,

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

(i) an employer may make a proportionate deduction in respect of any period of occasional 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 12, 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 the employee was acting within his legal rights.

(7) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (4), and whose employment terminates before such leave has been granted and been taken, shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to and taken by him as at the date of the termination.

(8) For the purposes of this clause—

(a) the weekly wage at any date of an employee who is engaged on 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 12;

(ii) any period amounting in the aggregate in any period of 12 months, to not more than 15 weeks during which an employee is absent—

(aa) on leave in terms of this clause;

(ab) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b);

(ac) at the instance of his employer; and

(iii) any period during which an employee is absent from work while on military service: Provided that an employee shall not be entitled to claim as employment in any one period of 12 months' employment, more than four months of such service;

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

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

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

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

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

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

(6) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van daardie termyn opgeloopt het en geneem is moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig is, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens, in die geval van, 'n werknemer in—

(a) subklousule (1) (a) (ii), (1) (b) (ii) of (1) (c) bedoel, een kwart; en

(b) subklousule (1) (a) (i) of (1) (b) (i) bedoel, een derde van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat—

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

(ii) 'n werknemer wat sy diens verlaat sonder om die kennistydperk in klousule 12 voorgeskryf, te gee of te dien, daarop geregtig is om ingevolge hierdie subklousule betaling te eis ten opsigte van slegs die bedrag opgelopeverlof-geld wat meer is as die bedrag wat hy in plaas van kennis aan sy werkgewer moes betaal, tensy—

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

(ab) hy, deur nie kennis te gee en nie die kennisgewingstermyn uit te dien nie, binne sy wetlike regte opgetree het.

(7) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (4), en wie se diens eindig voordat sodanige verlof toegestaan en geneem is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan en deur hom geneem is.

(8) By die toepassing van hierdie klousule—

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

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

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

(ii) enige tydperk van altesaam hoogstens 15 weke in enige tydperk van 12 maande wat 'n werknemer afwesig is—

(aa) met verlof ingevolge hierdie klousule;

(ab) met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4)

(a) of (b);

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

(iii) enige tydperk van 'n werknemer van die werk afwesig is vanwee 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 militêre diens as diens te eis nie;

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

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

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

(ac) any other employee, on the date on which such employee entered his employer's service or on the date on which this Determination became binding, whichever is the later.

(9) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave, at any time, but not more than once in any period of 12 months, close his establishment for 21 consecutive days or suspend an activity for 21 consecutive days and in that case he shall remunerate his employee in terms of subclause (2) (a) or in terms of paragraph (c) hereof, as the case may be.

(b) Whenever a paid holiday falls on a day which otherwise would be a workday 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 (6), and for the purposes of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment or suspension of the activity.

7. SICK LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity, in the case of—

(a) an employee who normally works on not more than five days in a week, not less than 30 work days; and

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

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

(i) in the first cycle of 36 months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works on not more than five days in 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 cycle of 36 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 at the time 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 the employee's wage at the commencement of his incapacity: Provided 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 worked on not more than five days in a week, or more than one work-day's wage for each completed month of employment if he worked on more than five days in a week, and for the purposes of this proviso the expression "wage" shall mean the wage the employee was receiving at the commencement of his incapacity;

en word diens geag te begin, in die geval van—

(aa) 'n werknemer wat, voordat hierdie Vasstelling van krag geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregig geword het, op die datum waarop hy laas kragtens daardie wet op verlof geregig geword het;

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

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

(9) (a) Ondanks andersluidende bepalings in hierdie klousule kan 'n werkgever vir die doel van jaarlikse verlof te eniger tyd maar hoogstens een maal in 'n tydperk van 12 maande sy bedryfsinrigting vir 21 agtereenvolgende dae sluit, of 'n aktiwiteit vir 21 agtereenvolgende dae staak, en in daardie geval moet hy sy werknemer kragtens subklousule (2) (a) of kragtens paragraaf (c) hiervan, na gelang van die geval, besoldig.

(b) Wanneer 'n betaalde vakansiedag, soos omskryf, 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 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 geregig 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 (6) uiteengesit, en vir die doel van jaarlikse verlof daarná 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 van, in die geval van—

(a) 'n werknemer wat normaalweg op nie meer as vyf dae per week werk nie, minstens 30 werkdae; en

(b) enige ander werknemer, minstens 36 werkdae,

gedurende elke tydkring van 36 agtereenvolgende maande diens by hom, en moet hy die werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste tydkring van 36 maande diens nie op meer siekteverlof met volle besoldiging geregig 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 voltooië tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooië maand diens;

(ii) waar 'n werknemer in die eerste tydkring van 36 maande diens weens ongeskiktheid afwesig is vir 'n langer tydperk as die aantal dae betaalde siekteverlof waarop hy op daardie tydperk ingevolge subparagraaf (i) geregig is, daar op daardie stadium nie van sy werkgever verwag word om enige betaling ten opsigte van die langer tydperk siekteverlof wat geneem is, te doen nie. Die werkgever moet egter, indien hy dit nog nie gedoen het nie, by verstryking van die eerste tydkring van 36 maande diens by hom, aan die werknemer 'n bedrag betaal gelyk aan minstens die verskil tussen die siekteverlofbetaling wat vroeër gedoen is en die werknemer se loon vir die volle tydperk van sy ongeskiktheid, tot 'n maksimum van 30 werkdae of 36 werkdae, na gelang van die geval. Sodanige vergoeding moet teen die loonskaal van die werknemer by die aanvang van sy ongeskiktheid betaal word: Met dien verstande dat wanneer die dienskontrak eindig voor die verstryking van genoemde eerste tydkring, die werknemer geregig is om te eis dat sy werkgever hom 'n bedrag betaal gelyk aan die verskil tussen die siekteverlofbetaling wat hy reeds ontvang het en die loon vir die volle tydperk van sy ongeskiktheid, maar nie meer nie as een werkdag se loon vir elke voltooië tydperk van vyf weke diens indien die werknemer hoogstens vyf dae per week gewerk het, of nie meer nie as een werkdag se loon vir elke voltooië maand diens indien hy meer as vyf dae per week gewerk het, en by die toepassing van hierdie voorbehoudsbepaling, die uitdrukking "loon" beteken die loon wat die werknemer by die aanvang van sy ongeskiktheid ontvang het;

(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 up to 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 length of absence.

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

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

(i) any period amounting in the aggregate, in any cycle of 36 months, to not more than 30 weeks, during which an employee is absent—

(aa) on leave in terms of clause 6;

(ab) at the instance of his employer;

(ac) on sick leave in terms of subclause (1) or owing to incapacity in the circumstances set out in subclause (4);

(ii) any period during which an employee is absent on military service: Provided that an employee shall not be entitled to claim as employment, in any period of 12 months' employment, more than four months of such service; and

(iii) any period of employment which an employee has had with the same employer immediately before the date on which this determination became binding, and any sick leave on full pay granted to such 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 scheduled disease as defined in section 2 of 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 an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee, in the event of his incapacity in the circumstances set out in this clause, the payment to him of an amount not less than the wage payable in terms of subclause (1);

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

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

(iv) die loon wat aan 'n werknemer wat op stukwerk of kommissiewerk in diens is, vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule betaal moet word, bereken moet word op die grondslag van 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 aldus gewerk is.

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

(a) vir langer as twee agtereenvolgende werkdade, of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of 'n 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, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede besoldiging ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die daaropvolgende agt weke van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(ab) op aandrang van sy werkgewer;

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

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

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

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeval of vergoedingspligtige siekte soos omskryf in artikel 2 van die Ongevallewet, 1941 (Wet No. 30 van 1941), as ongeskiktheid beskou word slegs gedurende enige tydperk ten opsigte waarvan geen betaling vir arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie.

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

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

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

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.

(2) *Compensation for work on a Sunday.* — (a) Whenever an employee, other than a casual employee, works on a 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 not 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 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 him in respect of such leave an amount of not less than his daily wage.

(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 not less than double the hourly wage prescribed for, or double the lowest hourly wage actually being paid to an employee 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.* — This clause, except subclause (1) (a), shall not apply to an employee referred to in clause 5 (7) (a).

8. BETAALDE VAKANSIEDAE EN SONDAG

(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 tydskuur 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 tydskuur 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 betaal wat nie minder as sy dagloon is nie.

(2) *Vergoeding vir werk op 'n Sondag.* — (a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk en sodanige dag ook 'n betaalde vakansiedag is, moet sy werkgever hom vir sodanige werk 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 aldus werk, 'n bedrag minstens gelyk aan sy dagloon betaal; of

(ii) indien hy langer as vier uur aldus werk, 'n bedrag betaal, bereken teen 'n koers van nie minder nie as dubbel sy uurloon ten opsigte van die volle tydskuur wat hy op sodanige Sondag werk of 'n bedrag gelyk aan minstens dubbel sy dagloon, watter 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 tydskuur 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) 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 hy by die toepassing van hierdie klousule geag word die hele tydperk te gewerk het op die dag waarop die grootste gedeelte sodanige 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 tydskuur wat hy op sodanige dag werk, 'n bedrag betaal bereken teen 'n koers van minstens dubbel die voorgeskrewe uurloon vir, of dubbel die laagste werklike uurloon van, 'n werknemer in dieselfde gebied wat vir hom dieselfde klas werk as wat die los werknemer vereis word, verrig, watter bedrag ookal 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 tydskuur van minder as vier uur op sodanige dag te werk, hy geag word hy vier uur te 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 vergoed word soos in klousule 4 (2) bepaal.

(6) *Voorbehoudsbepalings.* — Behalwe subklousule (1) (a) is hierdie klousule nie van toepassing nie op 'n werknemer in klousule 5 (7) (a) vermeld.

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 engaged on piece-work 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 for piece-work 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 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 shall not be required to give a casual employee notice of his intention to introduce any piece-work system or to cancel or amend it.

(2) *Commission work.* — (a) An employee who by agreement with his employer undertakes commission work 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 —

(i) the wage payable to the employee, which shall be not less than the wage prescribed in clause 3 (1) for an employee of his class and experience, the rate of the commission and the conditions of entitlement thereto;

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

(iii) the 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;

(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 remuneration 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 the 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 an alteration of an agreement in regard to commission work, shall give written notice of such intention, and the period of such notice shall be not less than or run concurrently with that required to terminate the contract of employment of such employee in terms of clause 12.

9. STUKWERK EN KOMMISSIEWERK

(1) *Stukwerk.* — (a) 'n Werkgewer kan wanneer hy 'n werknemer in diens neem of nadat hy minstens een week vooraf kennis aan sy werknemer gegee het, 'n stukwerkstelsel invoer, en sodanige werk-gewer 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, plus die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werk-gewer, ongeag die hoeveelheid werk wat verrig is, in die geval van 'n los werknemer vir elke dag waarop stukwerk verrig word, minstens die bedrag wat hy so 'n werknemer vir daardie dag sou moes betaal het as hy hom 'n tydloon betaal het.

(b) 'n Werk-gewer moet 'n lys van die loon en tariewe in paragraaf (a) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou, of hy kan in plaas daarvan alle werknemers wat stukwerk verrig, voorsien van 'n brief deur of namens hom onderteken waarin genoemde besonderhede aangegee word.

(c) 'n Werk-gewer mag nie 'n werknemer verplig of toelaat om werk vir hom uitsluitlik op 'n stukwerkstelsel te verrig nie. Enige bedrag aan 'n werknemer vir stukwerk ingevolge paragraaf (a) betaalbaar, is apart van en bykomend by sy loon en dit mag nie minder wees as die voorgeskrywe loon ingevolge klousule 3 (1) vir 'n werknemer van dieselfde klas en ondervinding nie.

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

(2) *Kommissiewerk.* — (a) 'n Werknemer wat volgens 'n ooreenkoms met sy werk-gewer kommissiewerk op 'n gereelde grondslag onderneem, moet, voordat sodanige werk begin, deur sy werk-gewer voorsien word van 'n ware afskrif, van die ooreenkoms of 'n verklaring waarin die bepalings 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) 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 werk-gewer 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 uiterlik 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 die werk-gewer sy werknemer minstens die loon en kommissietarief waarvoor hulle ooreengekom het, betaal.

(c) Die werknemer se loon en kommissie is betaalbaar op die dag bepaal in die ooreenkoms in paragraaf (a) bedoel, en die bepalings van klousule 4 (1) is nie ten opsigte van sodanige betaling van toepassing nie.

(d) 'n Werk-gewer mag nie van 'n werknemer vereis of hom toelaat om werk vir hom uitsluitlik op 'n kommissiegrondslag te onderneem nie. Enige bedrag betaalbaar aan 'n werknemer as kommissie ingevolge 'n ooreenkoms aangegaan ingevolge paragraaf (a) is apart van en bykomend by die loon daarby voorgeskryf.

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

10. PROPORTION OR RATIO

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

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

(3) For the purposes of this clause—

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

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

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer who is required by law to provide his employee with any gumboots, cap, uniform, overall or other protective clothing shall supply and maintain such article in good and clean condition free of charge to the employee, and no such article shall be removed from the premises of the employer except for cleaning, repair or replacement.

(2) An employer who is not required by law to provide his employee with any gumboots, cap, uniform, overall or other protective clothing but who nevertheless requires his employee to wear any such article shall supply and maintain the article in a good and clean condition free of charge to the employee and the article shall remain the property of the employer: Provided that an employer may require an employee to clean his protective clothing himself, in which event the employer shall pay the employee an allowance of not less than R1,15 per week for each week in respect of which the employee is required to wear the article, if the cleaning is done in the employee's own time.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

(b) after the first four weeks of employment, not less than one week's,

notice of termination of contract, which shall be in writing except when given by an 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;

(ii) one week's notice, the weekly wage,

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

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

(ab) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

(ac) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts:

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

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

10. GETALSVERHOUDING

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

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

(3) By die toepassing van hierdie klousule—

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

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

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgewer wat wetlik verplig is om aan sy werknemer enige rubberstewels, pet, uniform, oorpak of ander beskermende klere te verskaf, moet enige sodanige artikel gratis verskaf en in 'n bruikbare en sindelike toestand hou, en geen sodanige artikel mag van die perseel van die werknemer verwyder word nie behalwe vir skoonmaak-, herstel of vervangingsdoeleindes.

(2) 'n Werkgewer wat nie wetlik verplig word om aan die werknemer enige rubberstewels, pet, uniform, oorpak of ander beskermende klere te verskaf nie maar wat tog van sy werknemer vereis om enige sodanige artikel te dra, moet sodanige artikel gratis aan die werknemer verskaf en in 'n bruikbare en sindelike toestand hou, en enige sodanige artikel bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sy beskermende klere self skoon te maak in die werknemer se eie tyd, in welke geval die werkgewer sodanige werknemer 'n toelae moet betaal van minstens R1,15 per week vir elke week ten opsigte waarvan daar van die werknemer vereis word om sodanige artikel te dra.

12. BEÏNDIGING VAN DIENSKONTRAK

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

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

(b) na die eerste vier weke diens, minstens een week kennis,

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

(i) een werkdag kennisgewing, die dagloon;

(ii) een week kennisgewing, die weekloon,

wat die werknemer ten tyde 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 albei partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;

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

Met dien verstande voorts dat, indien die loon van sy werknemer op die datum van die diensbeëindiging 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 diensbeëindiging ontvang" geag word te beteken "ten tyde van sodanige diensbeëindiging 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) 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 granted in terms of clause 6 or on sick leave granted in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) where such absences amount in the aggregate to not more than 15 weeks in any period of 12 consecutive month's employment with the same employer; and

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

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

13. 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.

14. CERTIFICATE OF SERVICE

Except where the 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 Food, Edible Nuts and Snacks Industry at hereby certify that Identity No. was employed by me from the day of 19..... to the day of 19..... as *

At the termination of employment this employees' wage was R.....

Signature of employer or
authorised representative

Date

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

15. LOG-BOOK

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

DAILY LOG

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

Name(s) of employee(s) accompanying driver or driver-salesman.....

Signature of driver of
driver-salesman

Date

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

(a) met verlof toegestaan ingevolge klousule 6 of met siekteverlof toegestaan ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b) vir altesaam hoogstens 15 weke in enige tydperk van 12 opeenvolgende maande diens by dieselfde werkgever; en

(b) vir militêre diens, behalwe waar die werknemer anders versoek en die werkgever skriftelik daartoe instem.

(4) Ondanks andersluidende bepalings in hierdie Vasstelling, waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om die vereiste kennis te gee en die vereiste tydperk uit te dien of sonder om sy werkgever te betaal in plaas van kennis te gee, mag sy werkgever uit enige geld wat hy sodanige werknemer uit hoofde van enige bepalings van hierdie Vasstelling skuld, hom 'n bedrag toëien van hoogstens dit 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 werkgever 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.

13. VERBOD OP INDIENSNEMING

'n Werkgever mag nie—

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

(b) van 'n vroulike 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.

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 sake doen in die Voedsel-, Eetbare Neute en Versnaperingsnywerheid te

verklaar hierby dat, identiteitsnommer in my diens was vanaf die dag van 19..... tot die dag van 19..... as*

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

Handtekening van werkgever of
gemagtigde verteenwoordiger

Datum.....

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

15. LOGBOEK

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

DAAGLIKSE LOG

Naam van werkgever.....
Naam van drywer of drywer-verkoopsman
Datum.....
Registrasienommer van voertuig
Tyd waarop werk begin word
Diensonderbrekings:
Van tot
van tot
van tot
Tyd waarop werkbeëindig word.....
Aantal ure gewerk.....
Etenspouse van tot
Besonderhede van 'n ongeluk of vertraging

Naam (name) van werknemer(s) wat drywer of drywer-verkoopsman vergesel

Handtekening van drywer of
drywer-verkoopsman

Datum.....

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

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

16. ATTENDANCE REGISTER

(1) Every employer shall provide in his establishment an attendance register substantially in the following form, in which he shall record in ink or indelible pencil the name and class of each of his employees and if any such employee is unable to write, his employer shall on his behalf for each day worked and on that day make the necessary entries in respect of items (i) to (vi) inclusive of subclause (3) (a), in the presence of a person nominated by the employee, and sign such entries.

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

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

16. 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) in die teenwoordigheid van 'n persoon wat deur die werknemer aangewys is, maak en sodanige inskrywings onderteken.

ATTENDANCE REGISTER

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		Signa- ture	By employee	By employer, if employee was absent. Reasons for his absence (to be signed by employer)	By inspector
Date	Day of week		Off	On	Off	On	Off	On		On	Off	Each day	Each week				
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
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27																	
28																	
29																	
30																	
31																	

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

BYWONINGSREGISTER

Jaar		Inskrywings moet deur werknemer gemaak word												Opmerkings (as daar is)			
Maand		Tyd waarop werk begin word	Pouses van diens af						Tyd waarop werk beëin- dig word	Oortyd gewerk		Totale getal ure gewerk		Hand- tekening	Deur werknemer	Deur werkgewer as werknemer afwesig is. Rede daarvoor (moet deur werkgewer onderteken word)	Deur inspekteur
Datum	Dag van week		Af	Aan	Af	Aan	Af	Aan		Aan	Af	Elke dag	Elke week				
1																	
2																	
3																	
4																	
5																	
6																	
7																	
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Nota. — Onder opskrifte "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 the attendance register referred to in subclause (1):

- (i) The day of the week;
- (ii) the time he commence 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 and an employee accompanying such driver or driver-salesman.

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

433, published under Government Notice No. R. 726 of 13 April 1984, as amended by Government Notices Nos. R. 93 of 16 January 1987 and R. 478 of 6 March 1987,

434, published under Government Notice No. R. 727 of 13 April 1984, as amended by Government Notices Nos. R. 91 of 16 January 1987, R. 92 of 16 January 1987 and R. 479 of 6 March 1987.)

(2) 'n Werkgever 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 'n onvermydelike oorsaak verhinder word om dit te doen, moet elke werknemer ten opsigte van elke dag wat hy gewerk het en wel op dié dag—

(a) in ink of inktlood in die bywoningsregister bedoel in subklousule (1) aanteken:

- (i) Die dag van die week;
- (ii) die tyd waarop hy begin werk het;
- (iii) die tyd waarop alle etens- en ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het;
- (iv) die tyd waarop werk vir die dag beëindig is;
- (v) die tyd waarop oortyd gewerk vir die dag begin en beëindig is;
- (vi) die totale aantal ure gewerk vir die dag; en
- (vii) sy handtekening;

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

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

(4) 'n Werkgever moet die 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 uitgesluit is van die werkurebepalings kragtens klousule 5 (7) (a);
- (b) 'n drywer-verkoopsman en 'n werknemer wat sodanige drywer of drywer-verkoopsman vergesel.

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

433, gepubliseer by Goewermentskennisgewing No. R. 726 van 13 April 1984, soos gewysig by Goewermentskennisgewings No. R. 93 van 16 Januarie 1987 en R. 478 van 6 Maart 1987,

434, gepubliseer by Goewermentskennisgewing No. R. 727 van 13 April 1984, soos gewysig by Goewermentskennisgewings Nos. R. 91 van 16 Januarie 1987, R. 92 van 16 Januarie 1987 en R. 479 van 6 Maart 1987.)

IMPORTANT!!

Placing of languages: *Government Gazettes*

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1988 to 30 September 1989, English is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Acts of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

—o o o—

BELANGRIK!!

Plasing van tale: *Staatskoerante*

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1988 tot 30 September 1989 word Engels EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

CONTENTS			INHOUD		
No.		Page No.	No.		Bladsy No.
GOVERNMENT NOTICE			GOEWERMENTSKENNISGEWING		
Manpower, Department of Government Notice			Mannekrag, Departement van Goewermentskennisgewing		
R. 2023	Wage Act (5/1957) Wage Determination 464: Food, Edible Nuts and Snack Indus- try, Republic of South Africa	1	R. 2023	Loonwet (5/1957): Loonvasstelling 464: Voedsel, Eetbare Neute- en Versnaper- ingsnywerheid, Republiek van Suid- Afrika	1
		12106			12106