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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 2350

5 October 1990

WAGE ACT, 1957

WAGE DETERMINATION 466.—BRUSH AND BROOM MANUFACTURING INDUSTRY, CERTAIN AREAS

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

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

(1) This determination shall, in the areas specified in subclause (2), apply to every employer in the Brush and Broom Manufacturing Industry, as defined in subclause (3), and to all his employees in that industry: Provided that the Determination shall not apply to—

(a) an employer while he is a new employer as defined in subclause (4);

(b) a small employer as defined in subclause (5); or

(c) a manager as defined in subclause (6).

(2) Areas:

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

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

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

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 2350

5 Oktober 1990

LOONWET, 1957

LOONVASSTELLING 466.—BORSEL- EN BESEMNYWERHEID, SEKERE GEBIEDE

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

BYLAE

1. GEBIED EN OMVANG VAN VASSTELLING

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

(a) 'n werkgewer vir so lank as wat hy 'n nuwe werkgewer is soos in subklousule (4) omskryf;

(b) 'n klein werkgewer soos in subklousule (5) omskryf; of

(c) 'n bestuurder soos in subklousule (6) omskryf.

(2) Gebiede:

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

Natal.—Die landdrostdistrikte Chatsworth, Durban en Pinetown;

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

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

- (a) Brushes, brooms or dusters made from feathers, bristle, wire, hair, bass, broom-reeds, sea-grass, grass, sedge or nylon or any other synthetically manufactured material;
- (b) paint brushes;
- (c) paint rollers made from sheepskin, polythene or any other material;
- (d) mops made from yarn, rags or calico;

and includes all operations incidental to or consequent on any of the aforesaid activities but does not include any activities which are subject to the jurisdiction of any industrial council.

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

(5) "Small employer" means an employer in any of the areas in which this determination is binding who at all times employs not more than nine employees in or in connection with his business in this industry.

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

2. DEFINITIONS

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

(1) "apprentice" means an employee who is employed in terms of a contract of apprenticeship registered or deemed to be registered in terms of the Manpower Training Act, 1981, and includes an employee employed in a trade designated or deemed to have been designated in terms of that Act for a period prior to the registration of a contract of apprenticeship; (54)

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

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

(4) "assistant foreman" means an employee who, under the general supervision of a foreman, performs any of the activities or duties of a foreman and who may act for the latter during his absence; (3)

(5) "boiler attendant" means an employee who, under supervision, maintains the water level and steam pressure in a boiler and who may make, maintain and draw the fire in such boiler; (22)

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

- (a) Borsels, besems of stoffers gemaak van vere, varkhaar, draad, haar, bas, besemgoed, seegras, gras, watergras of nylon of enige ander sinteties vervaardigde materiaal;
- (b) verfkwaste;
- (c) verfrölers gemaak van skaapvel, politeen of enige ander materiaal;
- (d) stokdweile uit garing, lappe of kaliko;

en omvat alle werksaamhede wat met enigeen van voornoemde bedrywighede in verband staan of daaruit voortspruit maar uitgesonderd enige bedrywighede wat aan die gesag van enige nywerheidsraad onderworpe is.

(4) "Nuwe werkgewer" beteken 'n nuutgestigte besigheid in die Besem- en Borselnywerheid gedurende die eerste 12 maande van sy bestaan in hierdie nywerheid [kyk ook die voorbehoedsbepaling in klousule 3 (1) (a)].

(5) "Klein werkgewer" beteken 'n werkgewer in die Nywerheid wat in enige van die gebiede waarin hierdie vasstelling van toepassing is, betrokke is en wat te alle tye altesaam nie meer as nege werknemers in of in verband met sy besigheid in diens het nie.

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

2. WOORDOMSKRYWING

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

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

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

(3) "assistentvoorman" 'n werknemer wat, onder die algemene toesig van 'n voorman, enige van die werksaamhede of pligte van 'n voorman verrig en wat gedurende sy afwesigheid namens hom kan waarneem; (4)

(4) "bediener van 'n mobiele hystoestel" 'n werknemer wat werk met 'n kragaangedrewe mobiele hystoestel of 'n vurk-hyswa wat by die laai, aflaai, versit of opstapel van goedere gebruik word; (37)

(5) "betaalde vakansiedag" Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Hemelvaartdag, Republiekdag, Gelofte dag en Kersdag; (42)

(6) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (31)

(7) "chargehand" means an employee who, under the supervision of a foreman, forewoman or supervisor, is in charge of a group of Grade IV employees; (39)

(8) "chauffeur" means an employee, other than a driver or a travelling representative's assistant, who is engaged in driving a motor vehicle which is intended for the conveyance of passengers and which is used for the conveyance of his employer, clients or visitors and which may also be used for the conveyance of documents or parcels; (8)

(9) "clerk" means an employee who is engaged in writing, typing, filing or any other form of clerical work and includes a cashier, despatch clerk, storeman, telephone switchboard operator or any office machine operator but does not include a factory clerk or any other class of employee elsewhere defined in this clause, even if clerical work forms part of such employee's duties; (23)

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

(a) Adding or subtracting, also with the aid of a machine;

(b) transferring names and addresses from compiled documents to envelopes, labels or circulars in any manner other than on a typewriter;

(c) transferring particulars into registers in any manner other than on a typewriter;

(d) filing documents, according to written instructions or a list, in alphabetical or numerical order or according to colour;

(e) issuing time cards;

(f) writing out consignment or delivery notes on packing slips;

(g) writing up stock cards;

(h) checking orders which have been assembled by a Grade IV employee; (24)

(11) "commission work" means any system under which an employee's remuneration is calculated on the volume or value of orders submitted by him to and accepted by his employer; (25)

(12) "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; (10)

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

(14) "despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, mass-measuring, packing, marking, addressing or despatching of goods or packages; (55)

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

(16) "driver" means an employee, other than a chauffeur or a travelling representative's assistant, who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving, any time spent on work connected with the vehicle or the load and all periods during which such employee is obliged to remain at his post in readiness to drive; (12)

(6) "bruto kombinasie-massa" met betrekking tot 'n motorvoertuig die maksimum massa van enige kombinasie van voertuie, met inbegrip van die trekvoertuig, en vrag soos deur die vervaardiger daarvan gespesifiseer of, by gebreke aan sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (26)

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

(8) "chauffeur" 'n werknemer, uitgesonderd 'n drywer of 'n reisende verteenwoordiger se assistent, wat 'n motorvoertuig dryf wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgever, klante of besoekers en waarmee ook dokumente of pakkette vervoer mag word; (8)

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

(10) "dagloon", behalwe in die geval van 'n los werknemer, die werknemer se weekloon gedeel deur die getal dae waarop die werknemer gewoonlik in 'n week werk; (12)

(11) "drastel" 'n sleepwa waarop 'n leunwa rus en wat laasgenoemde in 'n sleepwa omskep; (15)

(12) "drywer" 'n werknemer, uitgesonderd 'n chauffeur of 'n reisende verteenwoordiger se assistent, wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordskrywing omvat die uitdrukking " 'n motorvoertuig dryf" alle tydperke wat die werknemer dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf; (16)

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

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

(a) Aanteken van besonderhede in verband met werknemers se aanwesigheid of afwesigheid en tye deur werknemers aan verskillende take bestee;

(b) aanteken van besonderhede van jaarlikse of siekteverlof;

(c) aanteken van bondelnommers, inhoud of verwysingsnommers van houers;

(d) aanteken van indiensneming, ontslag of bedanking van werknemers en maak van inskrywings in werknemers se persoonlike lêers of dokumente;

(e) bedien van 'n optelmasjien in die loop van sy pligte as fabrieksklerk;

(f) byeenbring van bestellings vir versending;

(g) kontroleer van bywoningsregisters;

(h) liasseer, sorteer, hanteer of met die hand kopieer van fabrieksdokumente;

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

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

(k) skeduleer van produksiesyfers;

(l) stempel of uitskrif van kaartjies of etikette;

(17) "emergency work" means—

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

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

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

(i) ships;

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

(iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Transport Services; (38)

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

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

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

(c) any other employee, the total period or periods of employment which an employee has had in his class in the Brush and Broom Industry; (40)

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

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

(a) Assembling orders for despatch;

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

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

(d) checking attendance registers;

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

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

(g) making out delivery notes other than invoices;

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

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

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

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

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

(m) recording particulars of annual or sick leave;

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

(m) toesig hou oor die aflaai van goedere;

(n) tolk of vertaal van tale wat deur Swart- of Asiërwerkers gebesig word;

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

(p) voorberei of uitreik van dienssertifikate of permitte;

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

(15) "faktotum" 'n werknemer, uitgesonderd 'n ambagsmanshulp, 'n vakleerling of 'n kwekeling wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardigingsproses van 'n bedryfs-inrigting gebruik word, en wat ook kleiner herstelwerk of opknappings aan geboue kan doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (28)

(16) "gekwalfiseerd" met betrekking tot 'n werknemer, dat die tydperk van die werknemer se ondervinding in sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; omgekeerd beteken "ongekwalfiseerd" dat die tydperk van die werknemer se ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (44)

(17) "gewone werkure" die werkure by klousule 5 (1) voorgeskryf of, indien volgens ooreenkoms tussen 'n werkgewer en sy werknemer laasgenoemde korter ure werk, daardie korter ure; (40)

(18) "graad I-werknemer" 'n werknemer wat een of meer van die volgende pligte verrig:

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

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

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

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

(e) spuitverf; (22)

(19) "graad II-werknemer" 'n werknemer wat een of meer van die volgende pligte verrig:

(a) Bedien van—

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

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

(iii) 'n kragaangedrewe masjien wat beslagringe vorm;

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

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

(vi) 'n masjien wat vul of boor;

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

(viii) 'n outomatiese injeksievormmasjien wat plastiekartikels vorm;

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

- (o) scheduling production figures;
- (p) stamping or writing tickets or labels;
- (q) supervising the off-loading of goods; (14)

(21) "foreman" means an employee who is in charge of the employees in an establishment or part of an establishment, who exercises control over such employees and who is responsible to a manager for the efficient performance by them of their duties, and "forewoman" has a corresponding meaning; (56)

(22) "Grade I employee" means an employee who performs any one or more of the following duties;

- (a) Operating a router machine, a surfacer machine or a machine for mixing or blending bristle;
- (b) turning wood by hand (including sandpapering of the article turned while still in the lathe) and making notes of his time worked and production;
- (c) turning wood by spindle to a jig;
- (d) sawing by circular or bandsaw, other than as provided for in the definition of a Grade III employee;
- (e) spray painting; (18)

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

- (a) operating—
 - (i) a brush component press with a capacity of 100 kilonewtons or more;
 - (ii) a power-driven broomhandle machine, planing machine or thickening machine;
 - (iii) a power-driven machine for shaping ferrules;
 - (iv) a machine for extruding plastic or fibres for components and brushware;
 - (v) a machine for reclaiming or sorting bristle, except as provided for in the definition of a Grade III employee;
 - (vi) a machine for filling or boring;
 - (vii) an automatic wood shaping or turning machine;
 - (viii) an automatic injection moulding machine for moulding plastic articles;
 - (ix) any other power-driven machine, except as provided for in the definition of a Grade I or Grade II employee;
- (b) boring by hand (freehand), with the purpose of filling;
- (c) trimming by hand (other than trimming residue from machine-trimmed brushes with shears and cleaning moulded products by removing the residue by hand);
- (d) pouring rubber, cement, resin or other adhesive by hand;
- (e) dipping or painting, excluding spray painting;
- (f) making of—
 - (i) notes of time worked and production;
 - (ii) carpet brooms (sewing and tying);
 - (iii) twisted-in-wire brushes;
 - (iv) peg and ring tar brushes;
 - (v) mops or squeegees;
- (g) mass measuring, laying or setting up bristle;
- (h) mixing or blending hair (excluding bristle), fibre or synthetic bristle by hand or machine;
- (i) pushing up bristle into ferrules;

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

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

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

(e) indoop of verf, uitgesonderd spuitverf;

(f) maak van—

(i) aantekeninge van tyd gewerk en van produksie;

(ii) grasbesems (werk en bind);

(iii) in-draad-gedraaide borsels;

(iv) pen-en-ring-teerkwaste;

(v) stokdweile of uitdrukdwelle;

(g) massameet, reglê en opstel van varkhaar;

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

(i) opstoot van varkhaar in beslagringe;

(j) puntsweis van beslagringe;

(k) trek van draad;

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

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

(20) "graad III-werknemer" 'n werknemer wat een of meer van die volgende pligte verrig:

(a) Afsny van die oorskot van gevormde produkte;

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

(c) bedien van—

(i) 'n kraallysmasjien;

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

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

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

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

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

(vii) 'n outomatiese masjien wat verfkwasmandvatsels vervaardig;

(viii) 'n skuurmasjien;

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

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

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

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

(xiii) 'n vergruismasjien wat gebruikte materiaal hervergruis;

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

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

(f) byknip met 'n masjien;

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

(h) heg van buffers aan besems of borsels;

- (j) spot welding ferrules;
- (k) drawing wire;
- (l) inserting bristles, fibre or plugs into ferrules of paint or whitewash brushes;
- (m) filling by hand (pan hand); (19)
- (24) "Grade III employee" means an employee who performs any one or more of the following duties:
 - (a) Cutting off the residue from moulded products;
 - (b) finishing, clinching, nailing, pinning, riveting, tacking, glueing, binding or screwing;
 - (c) operating of—
 - (i) a beading machine;
 - (ii) a machine for pouring rubber, cement, resin or other adhesive;
 - (iii) a machine for tipping or flagging synthetic fibre;
 - (iv) a machine for mixing or colouring moulding powder;
 - (v) a non-power-driven machine for shaping ferrules;
 - (vi) a non-power-driven machine for stapling cartons or fibre board containers;
 - (vii) an automatic machine for manufacturing paint brush handles;
 - (viii) a sandpapering machine;
 - (ix) a beating, cleaning or fliriting machine;
 - (x) a guillotine for cutting hoop-iron, tin, nickel-plated tin, copper, brass or steel;
 - (xi) a guillotine for cutting hair (other than bristle), fibre or synthetic bristle;
 - (xii) a bristle sorting machine by placing bristle for reclaiming on the conveyor belt;
 - (xiii) a grinding machine for regrinding used material;
 - (d) printing, embossing, burning or branding of handles or brushes;
 - (e) boring holes for handles or for purposes other than filling;
 - (f) trimming by machine;
 - (g) screw-threading brooms, brushes or handles;
 - (h) fitting buffers to brooms or brushes;
 - (i) combing or hackling fibre, hair or synthetic bristle by hand or machine;
 - (j) boiling, baking or drying bristle, fibre or hair;
 - (k) making notes of time worked and production;
 - (l) making feather dusters;
 - (m) mass measuring and recording;
 - (n) assembling component parts;
 - (o) assembling mops or squeegees;
 - (p) examining products for obvious defects before packing;
 - (q) oiling or greasing machinery or vehicles;
 - (r) polishing moulded products on buffing wheels;
 - (s) centring wood preparatory to turning or band-sawing;
 - (t) cleaning the residue off moulded products by hand;
 - (u) cutting or mass measuring mop yarn;
 - (v) cutting reject material by bandsaw for regrinding;

- (i) kam of hekel van vesel, haar of sintetiese varkhaar met die hand of met 'n masjien;
- (j) kook, bak of droogmaak van varkhaar, vesel of haar;
- (k) maak van aantekeninge van tyd gewerk en van produksie;
- (l) maak van veerstoffers;
- (m) massameet en aanteken;
- (n) monteer van onderdeel;
- (o) monteer van stokdweile of uitdrukdwiele;
- (p) nasien van produkte voordat hulle verpak word, met die oog op klaarblyklike defekte;
- (q) olie of smeer van masjinerie of voertuie;
- (r) poets van gevormde produkte of poleerwiele;
- (s) sentreer van hout voordat dit gedraai of met 'n bandsaag gesaag word;
- (t) skoonmaak van gevormde produkte deur die oorskot met die hand te verwyder;
- (u) sny of massameet van dweilgaring;
- (v) sny van afvalmateriaal met 'n bandsaag vir her-vergruising;
- (w) sny van bande;
- (x) sny van draad, uitgesonderd vir in-draad-gedraaide borsels;
- (y) soldeer van beslagringe;
- (z) sorteer van vere vir stoffers;
- (aa) vasspyker van bande;
- (ab) voeg van kleurstof by vormpoeier; (24)
- (21) "graad IV-werknemer" 'n werknemer wat een of meer van die volgende pligte verrig:
 - (a) Afknip van vereskagte;
 - (b) aflewer van boodskappe, briewe of goedere te voet of met 'n nie-kragaangedrewe voertuig;
 - (c) afmerk van die buitelyn van patrone op hout;
 - (d) afneem van 'n nie-kragaangedrewe valmes of van 'n saagmasjien;
 - (e) afsny van haar van sterte;
 - (f) afsny met 'n handskêr van oorskot van borsels wat met 'n masjien bygeknip is;
 - (g) dra, verskuif of opstapel;
 - (h) druk, stamp of afhaal van borselkoppe of indooptenne;
 - (i) heg van—
 - (i) beslagringe aan veerstoffers;
 - (ii) etikette aan produkte;
 - (iii) hangstange aan besems, borsels of stele;
 - (iv) klaar geadresseerde etikette aan pakette vir versending;
 - (v) spreiers aan stele vir veerstoffers;
 - (j) help op afleweringsvoertuie, uitgesonderd bestuur of herstelwerk doen;
 - (k) hulp aan 'n ambagsman deur artikels of gereedskap vas te hou of op 'n ander wyse met hom saam te werk, uitgesonderd die selfstandige gebruik van gereedskap;
 - (l) indoop van vere;
 - (m) kam van bas;
 - (n) laai of aflaai;
 - (o) maak of aan die gang hou van vuur of verwydering van as of vullis;

- (w) cutting straps;
 - (x) cutting wire other than for twisted-in-wire brushes;
 - (y) soldering ferrules;
 - (z) sorting feathers for dusters;
 - (aa) nailing straps;
 - (ab) adding pigment to moulding powder; (20)
- (25) "Grade IV employee" means an employee who performs any one or more of the following duties:
- (a) Cutting feather quills;
 - (b) delivering messages, letters or goods on foot or by means of a non-power-driven vehicle;
 - (c) marking the outline of patterns on wood;
 - (d) taking off from a non-power-driven guillotine or a sawing machine;
 - (e) cutting hair from tails;
 - (f) trimming residue by hand with shears from machine-trimmed brushes;
 - (g) carrying, moving or stacking;
 - (h) fixing or knocking stocks on to dipping pins or removing them;
 - (i) fixing of—
 - (i) ferrules or feather dusters;
 - (ii) labels to products;
 - (iii) hangers to brooms, brushes or handles;
 - (iv) addressed labels on packages for despatch;
 - (v) spreaders to handles for feather dusters;
 - (j) assisting on delivery vehicles, other than driving or effecting repairs;
 - (k) assisting an artisan by holding articles or tools or otherwise working with him, other than by the independent use of tools;
 - (l) dipping feathers;
 - (m) knocking of bass;
 - (n) loading or unloading;
 - (o) disentangling or rewinding wire or rope;
 - (p) making or maintaining fires, or removing ashes or refuse;
 - (q) making or serving tea or similar beverages;
 - (r) mass measuring to set scale, other than bristle;
 - (s) marking or stencilling bales, boxes or packages;
 - (t) marking out holes by means of a writing bag preparatory to boring;
 - (u) mounting of brooms or brushes on display cards or stands;
 - (v) opening or closing bales, boxes or packages;
 - (w) setting up by hand or ready-made cardboard or fibre board boxes or similar containers;
 - (x) stirring hair in dyeing vats;
 - (y) stirring glue, pitch, resin or other adhesives or paint;
 - (z) cleaning plant or machinery, premises, tools, utensils or vehicles;
 - (aa) cleaning, preparing or bundling, bristle, fibre or hair;
 - (ab) sandpapering by hand, except as provided for in the definition of a Grade I employee;
 - (ac) cutting wire to a set gauge;
 - (ad) steaming dusters, brooms or brushes;
 - (ae) blackening brush handles;

- (o) maak of bedien van tee of soortgelyke drankie;
 - (q) massameet op 'n gestelde skaal, uitgesonderd varkhaar;
 - (r) merk of sjabloneer van bale, dose of pakkette;
 - (s) merk van gate deur middel van 'n witselsak voordat geboor word;
 - (t) monteer van besems of borsels op reklameborde of staanders;
 - (u) oop- of toemaak van bale, dose of pakkette;
 - (v) opset met die hand van klaargemaakte karton- of veselborddose of soortgelyke houers;
 - (w) roer van haar in verfkuipe;
 - (x) roer van lym, pik, hars of ander kleefmiddels of verf;
 - (y) skoonmaak van installasies of masjinerie, persele, gereedskap, gerei of voertuie;
 - (z) skoonmaak, berei of in bondels opmaak van varkhaar, vesel of haar;
 - (aa) skuur met die hand, uitgesonderd soos in die woordomskriving van 'n graad I-werknemer voorgeskryf;
 - (ab) sny van draad na 'n gestelde maat;
 - (ac) stoom van stoffers, besems of borsels;
 - (ad) swartmaak van borselstele;
 - (ae) toedraai, toemaak of andersins bedek van borsels, stoffers of ander vervaardigde artikels of gedeeltes daarvan met sellofaan, plastiek, papier of soortgelyke materiaal met die hand;
 - (af) tou of draad loswerk of heroprol;
 - (ag) uitkam, sorteer of uitdors van besemgoed;
 - (ah) uitkam van borsels;
 - (ai) uitskud of bymeekaarmaak van afvalmateriaal;
 - (aj) uitsny van bande vir veerstoffers;
 - (ak) vasbind van besems of stoffers in bondels vir versending;
 - (al) verpak of in houers plaas van besems, borsels of ander artikels;
 - (am) voeg van stele in beslagringe van borsels, uitgesonderd pen-en-ring-teerkwaste;
 - (an) was van vere, varkhaar, vesel of haar; (25)
- (22) "ketelbediener" 'n werknemer wat onder toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook en uithaal; (5)
- (23) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat ook 'n kassier, magasynman, versendingsklerk, telefoonskakelbordoperateur of enige kantoormasjienoperateur 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 pligte; (9)
- (24) "klerklike assistent" 'n werknemer wat onder die toesig van 'n klerk met minstens twee jaar ondervinding een of meer van die volgende pligte verrig:
- (a) Hou van voorraadkaarte;
 - (b) liasseer van dokumente volgens 'n skriftelike opdrag of lys, in alfabetiese of numerieke volgorde of volgens kleur.
 - (c) nasien vir korrektheid van bestellings wat deur 'n graad IV-werknemer bymeekaargebring is;

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

(ag) combing, sorting or threshing broomcorn;

(ah) combing brushes;

(ai) shaking out or recovering waste;

(aj) cutting caps for feather dusters;

(ak) tying brooms into bundles for despatch;

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

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

(an) washing feathers, bristle, fibre or hair; (21)

(26) "gross combination mass", in relation to a motor vehicle, means the maximum mass of such vehicle and its load, as specified by the manufacturer, or, in the absence of such specification, as determined by the registering authority; (6)

(27) "gross vehicle mass", in relation to a motor vehicle, means the maximum mass of such vehicle and its load, as specified by the manufacturer, or, in the absence of such specification, as determined by the registering authority; (7)

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

(29) "heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 9 000 kg but not 16 000 kg; (50)

(30) "hourly wage" means an employee's weekly wage divided by his weekly ordinary hours of work, and in the case of a casual employee the hourly remuneration payable to him in terms of clause 3 (1) (c); (53)

(31) "law" includes the common law; (60)

(32) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (29)

(33) "local authority" means any city council, municipal council, town 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; (42)

(34) "machine handyman" means an employee, other than an apprentice, an artisan's aide or a trainee, who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment but who does not perform work normally done by an artisan; (34)

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

(36) "military service" means any service or training in terms of the Defence Act, 1957 (Act No. 44 of 1957); (36)

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

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

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

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

(g) uitreik van tydkaarte;

(h) uitskrif van vrag- of afleweringsbriewe of verpakkingsstrookies; (10)

(25) "kommissiewerk" 'n stelsel waarvolgens 'n werknemer se besoldiging bereken word volgens die waarde van verkope wat hy tot stand bring of getal van die bestellings wat hy aan sy werkgever voorlê en wat laasgenoemde aanvaar; (11)

(26) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n handelslapte, wisselvalligheid van die weer, 'n tekort aan grondstowwe of verpakkingsmateriaal, 'n onklaarraking van installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (49)

(27) "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; (54)

(28) "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; (47)

(29) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa nie meer as 3 500 kg is nie; (32)

(30) "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 werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken, maar dit mag nie so uitgelê word dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op 'n grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; en "uurloon", "dagloon" en "maandloon" het ooreenstemmende betekenis; (58)

(31) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is; (6)

(32) "maandloon" die werknemer se weekloon gemaak met vier en een derde; (38)

(33) "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 om goedere uit 'n magasyn, pakhuis of oop voorraadwerf aan die verbruiksafdeling in 'n bedryfsinrigting of vir versending te lewer; (50)

(34) "masjienfaktotum" 'n werknemer, uitgesonderd 'n ambagsmanshulp, kwekeling of 'n vakleerling wat kleinere herstelwerk of verstellers 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; (34)

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

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

(39) "motor vehicle" means any self-propelled vehicle with an engine capacity exceeding 100 cm³ that is used for conveying goods and includes a truck-tractor, a two or three-wheeled motor cycle, a scooter, an autocycle and a tractor, but does not include a mobile hoist; (37)

(40) "ordinary hours of work" means the hours of work prescribed in clause 5 (1) or, if by agreement between an employer and his employee the latter works a lesser number of hours, such shorter hours; (17)

(41) "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 on a Sunday; (41)

(42) "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, the Day of the Vow or Christmas Day; (5)

(43) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (49)

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

(45) "saw sharpener" means an employee who is engaged in sharpening, gulleting or topping saws; (45)

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

(a) Controlling, recording or reporting on the movement of persons or vehicles through check points or gates;

(b) searching goods or vehicles;

(c) searching persons and, if necessary, restraining them;

(d) supervising or controlling watchmen;

and who may be required to perform any or all of the duties of a watchman; (46)

(47) "semi-trailer" means a trailer without a front axle that is designed or adapted to rest on and be drawn by a truck-tractor; (28)

(48) "shift worker" means an employee who is engaged on shift work in an establishment in which two or three consecutive shifts per day are worked on not more than six days per week; (47)

(49) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of business, shortage of raw materials or packing material, vagaries of the weather, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (26)

(50) "storeman" means an employee who is in charge of stocks or 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 stock yard or delivering goods from a store or warehouse or open stock yard to the consuming department in an establishment or for despatch; (33)

(51) "supervisor" means an employee who, under the supervision of a foreman or forewoman, is in charge of and supervises a group of Grade II or Grade III employees and who may supervise Grade IV employees; (51)

(36) "militêre diens" enige diens of opleiding kragtens die Verdedigingswet, 1957 (Wet No. 44 van 1957); (36)

(37) "motorvoertuig" enige selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm³ wat gebruik word vir die vervoer van goedere, en omvat 'n voorspanmotor, 'n twee- of driewielmotorfiets, 'n bromponie, 'n outofiets en 'n trekker, maar nie ook 'n mobiele hystoetstel nie; (39)

(38) "noodwerk" —

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

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

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

(i) skepe;

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

(iii) voertuie wat deur 'n vervoerkontraakteur gebruik word by die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Vervoerdienste; (17)

(39) "onderbaas" 'n werknemer wat onder toesig van 'n voorman, voorvrou of 'n toesighouer in beheer is van 'n groep graad IV-werknemers; (7)

(40) "ondervinding" met betrekking tot —

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

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

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

(41) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer in 'n week of op 'n dag werk, wat langer is as sy weeklikse of daaglikse gewone werkure, na gelang van die geval, maar omvat nie 'n tydperk waarin 'n werknemer op 'n Sondag of op 'n betaalde vakansiedag vir sy werkgewer werk nie; (41)

(42) "plaaslike owerheid" 'n munisipale raad, stadsraad, dorpsbestuursraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Wet op Provinsiale Bestuur, 1961, of in enige ander parlementêre wetgewing; (33)

(43) "reisende verteenwoordiger" 'n werknemer wat, as 'n reisende verteenwoordiger van 'n bedryfsinrigting, bestellings vra, werf of opneem namens sodanige bedryfsinrigting; (55)

(44) "reisende verteenwoordiger se assistent" 'n werknemer wat 'n reisende verteenwoordiger vergesel en hom met die inpak, uitpak of vertoon van sy monsters help en wat die motorvoertuig wat die reisende verteenwoordiger by die uitvoering van sy werk gebruik, mag dryf; (56)

(45) "saagskerpmaker" 'n werknemer wat sae skerpmaak, uitdiep of top; (45)

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

(a) Die gang van persone of voertuie deur kontrolepunte of hekke kontroleer, aantekene of daaroor verslag doen;

(52) "tractor" means a motor vehicle designed or adapted to pull other vehicles and not to carry any load; (52)

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

(54) "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; (27)

(55) "travelling representative" means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (43)

(56) "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; (44)

(57) "truck-tractor" means a vehicle designed or adapted to draw other vehicles and not to carry any load other than that imposed by a trailer, semi-trailer or ballast; (57)

(58) "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 if he had not been employed on such a basis; and "hourly wage", "daily wage" and "monthly wage" have corresponding meanings; (30)

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

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

(b) handling or controlling dogs in the performance of one or more of the duties referred to in (a); (58)

(60) "week" means, in relation to any employee, the period of seven days within which the working week of that employee ordinarily falls. (59)

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) hereunder: Provided that if a new employer, as defined in clause 1 (4), has been engaged in the Industry for 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 such period, whereafter the minimum wages specified in paragraphs (b) and (c) shall become payable and be paid.

(b) goedere of voertuie deursoek;

(c) persone deursoek en indien nodig, terughou;

(d) oor wagte toesig hou of hulle beheer;

en van wie ook vereis kan word om enige van of al die pligte van 'n wag te verrig; (46)

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

(48) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie en wat ontwerp of ingerig is om deur 'n motorvoertuig getrek te word en sluit 'n drastel in; (53)

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

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

(51) "toesighouer" 'n werknemer wat onder toesig van 'n voorman of voorvrou, aan die hoof staan van en toesig hou oor 'n groep graad II- of graad III-werknemers en wat oor graad IV-werknemers toesig kan hou; (51)

(52) "trekker" 'n motorvoertuig ontwerp of ingerig om ander voertuie mee te trek en nie om 'n vrag daarop te dra nie; (52)

(53) "uurloon" die werknemer se weekloon gedeel deur sy gewone weeklikse werkure, en in die geval van 'n los werknemer die uurlikse beloning wat ingevolge klousule 3 (1) (c) aan hom betaalbaar is; (30)

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

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

(56) "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 aan 'n bestuurder daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer, en "voorvrou" het 'n ooreenstemmende betekenis; (21)

(57) "voerspanmotor" 'n motorvoertuig ontwerp of ingerig om ander voertuie mee te trek en om nie 'n ander vrag as dié wat in die vorm van 'n sleepwa, leunwa of ballas daarop rus, te dra nie; (57)

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

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

(b) honde hanteer of beheer in die uitvoering van een of meer van die pligte in (a) bedoel; (59)

(59) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van sodanige werknemer gewoonlik val; (60)

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

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 'n nuwe werkgewer, soos in klousule 1 (4) omskryf, langer as 12 maande maar nie langer nie as altesaam 24 maande by die Nywerheid betrokke is, sodanige lone met hoogstens 10 per sent gedurende sodanige tydperk verminder mag word, waarna die minimum lone wat in paragrawe (b) en (c) bepaal word, betaalbaar word en betaal moet word.

(b) Employees, other than casual employees:

	In the Magisterial District of Oudtshoorn			In the Magisterial District of East London			In all other areas		
	During the first six months after this determination comes into operation	After six months	Thereafter	During the first six months after this determination comes into operation	After six months	Thereafter	During the first six months after this determination comes into operation	After six months	Thereafter
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Artisan	151,30	165,80	183,40	170,35	188,20	207,90	196,35	218,15	239,95
Artisan's aid—									
during the first year of experience	80,70	88,45	97,85	96,25	106,30	116,95	112,45	124,95	137,45
thereafter	87,25	95,60	105,75	103,85	114,70	126,70	121,15	134,60	148,05
Assistant foreman	135,10	148,05	163,80	159,10	175,75	198,35	177,80	197,55	217,30
Boiler attendant	76,05	83,35	92,20	90,75	100,25	110,25	106,30	118,10	129,90
Chargehand	76,05	83,35	92,20	90,75	100,25	110,25	106,30	118,10	129,90
Chauffeur	89,00	97,55	107,90	101,05	111,60	122,75	113,90	126,55	139,20
Clerical assistant—									
during the first six months' experience	77,65	85,10	94,15	92,65	102,35	112,60	108,55	120,60	132,65
during the second six months' experience	79,95	87,60	96,90	95,50	105,50	116,05	111,55	123,95	136,35
thereafter	85,25	93,40	103,30	98,25	109,65	120,60	114,80	127,55	140,30
Clerk—									
during the first year of experience	84,05	92,10	101,90	98,25	109,65	120,60	114,80	127,55	140,30
during the second year of experience	96,00	105,20	116,35	111,40	123,05	135,35	130,35	144,85	159,35
during the third year of experience	109,30	119,80	132,50	125,85	139,00	152,90	146,55	162,85	179,15
thereafter	122,30	134,05	148,30	140,35	155,05	170,55	163,45	181,60	199,75
Driver of—									
(i) a light motor vehicle	89,00	97,55	107,90	101,05	111,60	122,75	113,90	126,55	139,20
(ii) a medium motor vehicle	96,60	105,85	117,10	110,20	121,75	133,85	125,70	139,65	153,60
(iii) a heavy motor vehicle	107,05	117,30	129,75	119,75	132,30	145,55	139,50	155,00	170,50
(iv) an extra heavy motor vehicle ..	113,20	124,05	137,23	127,70	141,05	155,15	148,80	165,35	181,90
Factory clerk—									
during the first six months of experience	77,65	85,10	94,15	92,65	102,35	112,60	108,55	120,60	132,65
during the second six months of experience	79,95	87,60	96,90	95,50	105,50	116,05	111,55	123,95	136,35
thereafter	82,35	90,25	99,85	98,25	109,65	120,60	114,80	127,55	140,30
Foreman	155,35	170,25	188,35	175,10	193,40	212,75	203,65	226,25	248,85

	In the Magisterial District of Oudtshoorn			In the Magisterial District of East London			In all other areas		
	During the first six months after this determination comes into operation	After six months	Thereafter	During the first six months after this determination comes into operation	After six months	Thereafter	During the first six months after this determination comes into operation	After six months	Thereafter
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Grade I employee—									
during the first six months of experience.....	76,05	83,35	92,20	90,75	100,25	110,25	106,30	118,10	129,90
during the second six months of experience.....	78,00	85,50	94,60	92,65	102,35	112,60	108,55	120,60	132,65
during the third six months of experience.....	79,45	87,05	96,30	94,95	104,90	115,40	111,20	123,55	135,90
thereafter.....	81,60	89,40	98,90	96,95	107,10	117,80	113,55	126,15	138,75
Grade II employee—									
during the first six months of experience.....	73,55	80,60	89,15	89,05	98,35	108,15	105,45	116,05	127,65
thereafter.....	76,05	83,35	92,20	90,75	100,25	110,25	106,30	118,10	129,90
Grade III employee.....	73,55	80,60	89,15	89,05	98,35	108,20	104,45	116,05	127,65
Grade IV employee.....	73,00*	80,00*	88,50*	86,00*	95,00*	104,50*	102,15*	113,50*	124,85*
Handyman.....	90,50	99,20	109,75	103,85	114,70	126,15	121,15	134,60	148,05
Machine handyman.....	97,40	106,75	118,10	111,40	123,05	135,35	130,35	144,85	159,35
Mobile hoist operator.....	76,05	83,30	92,15	90,75	100,25	110,25	106,30	118,10	129,90
Saw sharpener.....	92,25	101,10	111,85	105,55	116,60	128,25	122,85	136,50	150,15
Security guard.....	82,35	90,25	99,85	97,85	108,10	118,90	114,80	127,55	140,30
Supervisor.....	92,25	101,10	111,85	105,55	116,60	128,25	122,85	136,50	150,15
Travelling representative—									
during the first year of experience.....	116,25	127,40	140,95	136,15	150,40	165,45	158,50	176,10	193,70
during the second year of experience.....	124,60	136,55	151,05	144,30	159,40	175,35	167,65	186,25	204,85
during the third year of experience.....	132,35	145,05	160,45	153,20	169,25	186,15	177,15	196,85	216,55
during the fourth year of experience.....	140,60	154,10	170,45	160,90	177,75	195,50	186,40	207,10	227,80
thereafter.....	148,90	163,20	180,55	170,35	188,20	207,00	196,35	218,15	239,95
Travelling representative's assistant.....	89,00	97,55	107,90	101,05	111,60	122,75	113,90	126,55	139,20
Watchman.....	76,90	84,25	93,20	91,65	101,25	111,35	107,35	119,25	131,15
Employee not specifically mentioned elsewhere in this sub-clause.....	74,60	81,75	90,45	90,75	100,25	110,25	106,30	118,10	129,90

* Provided that the employee's wage may be reduced by not more than 10 per cent during his first six months of employment, in the aggregate, with the same employer.

(b) Werknemers, uitgesonderd los werknemers:

	In die landdrosdistrik Oudtshoorn			In die landdrosdistrik Oos-Londen			In alle ander gebiede		
	Gedurende die eerste ses maande nadat hierdie vasstelling in werking getree het	Na ses maande	Daarna	Gedurende die eerste ses maande nadat hierdie vasstelling in werking getree het	Na ses maande	Daarna	Gedurende die eerste ses maande nadat hierdie vasstelling in werking getree het	Na ses maande	Daarna
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Ambagsman	151,30	165,80	183,40	170,35	188,20	207,00	196,35	218,15	239,95
Ambagsmanshulp—									
gedurende die eerste ses maande									
ondervinding.....	80,70	88,45	97,85	96,25	106,30	116,95	112,45	124,95	137,45
daarna	87,25	95,60	105,75	103,85	114,70	126,15	121,15	134,60	148,05
Assistent-voorman	135,10	148,05	163,80	159,10	175,75	198,35	177,80	197,55	217,30
Bediener van mobiele hystoestel.....	76,05	83,30	92,15	90,75	100,25	110,25	106,30	118,10	129,90
Chauffeur.....	89,00	97,55	107,90	101,05	111,60	122,75	113,90	126,55	139,20
Drywer van 'n—									
(i) ligte motorvoertuig.....	89,00	97,55	107,90	101,05	111,60	122,75	113,90	126,55	139,20
(ii) medium motorvoertuig	96,60	105,85	117,10	110,20	121,75	133,95	125,70	139,65	153,60
(iii) swaar motorvoertuig	107,05	117,30	129,75	119,75	132,30	145,55	139,50	155,00	170,50
(iv) ekstra swaar motorvoertuig	113,20	124,05	137,23	127,70	141,05	155,15	148,80	165,35	181,90
Fabrieksklerk—									
gedurende die eerste ses maande									
ondervinding.....	77,65	85,10	94,15	92,65	102,35	112,60	108,55	120,60	132,65
gedurende die tweede ses maande									
ondervinding.....	79,95	87,60	96,90	95,50	105,50	116,05	111,55	123,95	136,35
daarna	82,35	90,25	99,85	98,25	109,65	120,60	114,80	127,55	140,30
Faktotum	90,50	99,20	109,75	103,85	114,70	126,15	121,15	134,60	148,05
Graad I-werknemer—									
gedurende die eerste ses maande									
ondervinding.....	76,05	83,35	92,20	90,75	100,25	110,25	106,30	118,10	129,90
gedurende die tweede ses maande									
ondervinding.....	78,00	85,50	94,60	92,65	102,35	112,60	108,55	120,60	132,65
gedurende die derde ses maande									
ondervinding.....	79,45	87,05	96,30	94,95	104,90	115,40	111,20	123,55	135,90
daarna	81,60	89,40	98,90	96,95	107,10	117,89	113,55	126,15	138,75
Graad II-werknemer—									
gedurende die eerste ses maande									
ondervinding.....	73,55	80,60	89,15	89,05	98,35	108,15	104,45	116,05	127,65
daarna	76,05	83,35	92,20	90,75	100,25	110,25	106,30	118,10	129,90
Graad III-werknemer.....	73,55	80,60	89,15	89,05	98,35	108,20	104,45	116,05	127,65
Graad IV-werknemer.....	73,00*	80,00*	88,50*	86,00*	95,00*	104,50*	102,15*	113,50*	124,85*
Ketelbediener	76,05	83,35	92,20	90,75	100,25	110,25	106,30	118,10	129,90
Klerk—									
gedurende die eerste jaar onder-									
vinding	84,05	92,10	101,90	98,25	109,65	120,60	114,80	127,55	140,30
gedurende die tweede jaar onder-									
vinding	96,00	105,20	116,35	111,40	123,05	135,35	130,35	144,85	159,35
gedurende die derde jaar onder-									
vinding	109,30	119,80	132,50	125,85	139,00	152,90	146,55	162,85	179,15
daarna	122,30	134,05	148,30	140,35	155,05	170,55	163,45	181,60	199,75

	In die landdrosdistrik Oudtshoorn			In die landdrosdistrik Oos-Londen			In alle ander gebiede		
	Gedurende die eerste ses maande nadat hierdie vasstelling in werking getree het	Na ses maande	Daarna	Gedurende die eerste ses maande nadat hierdie vasstelling in werking getree het	Na ses maande	Daarna	Gedurende die eerste ses maande nadat hierdie vasstelling in werking getree het	Na ses maande	Daarna
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Klerklike assistent—									
gedurende die eerste ses maande ondervinding.....	77,65	85,10	94,15	92,65	102,35	112,60	108,55	120,60	132,65
gedurende die tweede ses maande ondervinding.....	79,95	87,60	96,90	95,50	105,50	116,05	111,55	123,95	136,35
daarna	85,25	93,40	103,30	98,25	109,65	120,60	114,80	127,55	140,30
Masjienfaktotum.....	97,40	106,75	118,10	111,40	123,05	135,35	130,35	144,85	159,35
Onderbaas.....	76,05	83,35	92,20	90,75	100,25	110,25	106,30	118,10	129,90
Reisende verteenwoordiger—									
gedurende die eerste jaar ondervinding	116,25	127,40	140,95	136,15	150,40	165,45	158,50	176,10	193,70
gedurende die tweede jaar ondervinding	124,60	136,55	151,05	144,30	159,40	175,35	167,65	186,25	204,85
gedurende die derde jaar ondervinding	132,35	145,05	160,45	153,20	169,25	186,15	177,15	196,85	216,55
gedurende die vierde jaar ondervinding	140,60	154,10	170,45	160,90	177,75	195,50	186,40	207,10	227,80
daarna	148,90	163,20	180,55	170,35	188,20	207,00	196,35	218,15	239,95
Reisende verteenwoordiger se assistent.....	89,00	97,55	107,90	101,05	111,60	122,75	113,90	126,55	139,20
Saagskerpmaker	92,25	101,10	111,85	105,55	116,60	128,25	122,85	136,50	150,15
Sekuriteitswag.....	82,35	90,25	99,85	97,85	108,10	118,90	114,80	127,55	140,30
Toesighouer.....	92,25	101,10	111,85	105,55	116,60	128,25	122,85	136,50	150,15
Voorman	155,35	170,25	188,35	175,10	193,40	212,75	203,65	226,25	248,85
Wag	76,90	84,25	93,20	91,65	101,25	111,35	107,35	119,25	131,15
Werknemer nie uitdruklik in hierdie subklousule vermeld nie	74,60	81,75	90,45	90,75	100,25	110,25	106,30	118,10	129,90

* Met dien verstande dat die loon van die werknemer gedurende die eerste ses maande diens altesaam by dieselfde werkgewer, met hoogstens 10 persent verminder mag word.

(c) *Casual employees.*—Subject to the proviso to paragraph (a), an employer shall pay a casual employee in respect of each hour or part of an hour (excluding overtime) worked by him on any day other than a paid holiday or a Sunday, not less than the hourly wage prescribed in paragraph (b) read with clause 2 (30) for an ordinary employee who in the same area performs the same class of work as the casual employee is required to do plus 15 per cent, or not less than the hourly wage or hourly equivalent of the wage actually being paid to the ordinary employee, whichever is the greater amount: Provided that—

(i) for the purposes of this paragraph the expression “the ordinary employee” means the employee who performs the particular class of work in the employer’s full-time employ and who is being paid the lowest wage for that class of work;

(ii) where the employer requires the 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” means 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, he 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), read with the definition of “wage” in clause 2 and with subclause (3), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him or less.

(3) *Differential wage.*—Subject to the proviso to subclause (1) (a), an employer who requires or permits a member of one class of his employees to perform for longer than one hour on any day in the aggregate, 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 or monthly wage of an employee shall be calculated as indicated in the definitions of these expressions in clause 2.

(c) *Los werknemers.*—Behoudens die voorbehoudsbepaling in paragraaf (a), moet ’n werkgever ’n los werknemer ten opsigte van elke uur of ’n gedeelte van ’n uur (uitgesonderd oortyd) wat hy op enige dag behalwe ’n betaalde vakansiedag of ’n Sondag werk, minstens die uurloon voorgeskryf by paragraaf (b) saamgelees met klousule 2 (53) vir ’n gewone werknemer wat in dieselfde gebied dieselfde klas werk verrig as dié wat van die los werknemer vereis word, plus 15 persent, of minstens die uurloon of die ekwivalent van die uurloon wat werklik aan die gewone werknemer betaal word, watter bedrag ook al die grootste is, betaal: Met dien verstande dat—

(i) by die toepassing van hierdie paragraaf die uitdrukking “die gewone werknemer” die werknemer beteken wat die betrokke klas werk in die werkgever se voltydse diens verrig en aan wie die laagste loon vir daardie klas werk betaal word;

(ii) waar die werkgever van die 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 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, hy geag word vir vier uur te gewerk het.

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

(3) *Differensiële loon.*—Behoudens die voorbehoudsbepaling van subklousule (1) (a), moet ’n werkgever wat van ’n lid van een klas van sy werknemers vereis of hom toelaat om langer as altesaam een uur op ’n dag of benewens sy eie werk of in die plek daarvan, werk van ’n ander klas te verrig waarvoor of—

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

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

Met dien verstande dat—

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

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

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

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

(a) an employee who uses his employer's motor vehicle or who is required to travel by train or by 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 a motor vehicle 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 does not exceed 1 300 cm³;

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

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

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

(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 *chauffeur, a driver or a travelling representative's assistant*—pay him a subsistence allowance of not less than R5 per night and R3 per meal, 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;

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

(iii) an *artisan, an assistant foreman, a clerk, a foreman or a travelling representative*—

(aa) reimburse him all reasonable expenses incurred for meals, tea, coffee or similar beverages where such absence exceeds six 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 him a subsistence allowance of not less than R35 per night, whichever is the greater amount, where such absence extends over one or more nights;

(iv) any other employee—

(aa) reimburse him all reasonable expenses incurred for meals, tea, coffee or similar beverages where such absence exceeds six 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 him a subsistence allowance of not less than R22 per night whichever is the greater amount, 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.

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

(a) 'n werknemer wat van sy werkgever se motorvoertuig gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgever hom vergoed vir alle redelike uitgawes wat hy 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 werkgever hom vir elke kilometer wat hy in die uitvoering van sy pligte afgelê het, 'n vervoer-toelae betaal van minstens—

(i) 35 sent waar die enjinkapasiteit van die betrokke voertuig hoogstens 1 300 cm³ is;

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

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

(iv) 55 sent waar die enjinkapasiteit van die betrokke voertuig 2 500 cm³ oorskry.

(6) *Onderhoudsuitgawes en -toelae.*—(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 *chauffeur, 'n drywer of 'n reisende verteenwoordiger se assistent*—hom 'n onderhoudstoelaag 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;

(ii) 'n *werknemer wat 'n drywer vergesel*—hom 'n onderhoudstoelaag 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;

(iii) 'n *ambagsman, assistentvoorman, klerk, reisende verteenwoordiger of 'n voorman*—

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

(ab) hom vir alle redelike uitgawes aangegaan vir verblyf sowel as etes, tee, koffie of soortgelyke drankte vergoed, of 'n onderhoudstoelaag van minstens R35 per nag betaal, watter ook al die grootste bedrag is, waar die afwesigheid oor een of meer nagte strek;

(iv) enige ander werknemer—

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

(ab) hom vir alle redelike uitgawes aangegaan vir verblyf sowel as etes, tee, koffie of soortgelyke drankte vergoed, of 'n onderhoudstoelaag van minstens R22 per nag betaal, watter ook al die grootste bedrag is, waar die afwesigheid oor een of meer nagte strek.

(b) By die toepassing van hierdie subklousule beteken "nag" die tydperk van 23:00 tot 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 reimbursement is claimed;

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

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

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

4. PAYMENT OF REMUNERATION

(1) *Employee, other than casual employees.*—Save as provided in clauses 3 (7) and 6 (5) and (6), any amount due to an employee, other than a casual employee, shall be paid weekly, fortnightly or monthly in cash, or, with the consent of the employee, by cheque during his ordinary hours of work or within 15 minutes thereafter on the usual pay-day of the establishment for such employee (or in the case of a shift worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

(a) the employer's name;

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

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

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

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

(f) the number of hours worked by the employee on a paid holiday or on a Sunday;

(g) the employee's wage;

(h) details of any other remuneration arising out of the employee's employment;

(i) details of any deductions made; and

(j) the net amount paid to the employees;

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

(i) the particulars prescribed above may be recorded on such envelope or container or in such statement in code, which code shall be fully set out and explained in an accompanying notice or in a notice kept posted in some conspicuous place in the establishment, accessible to all employees affected thereby;

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

(b) 'n Werkgewer 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 werk-gewer, voordat enige sodanige reis deur 'n werknemer bedoel in subklousule (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 werk-gewer sal toesien dat hy hulp kry om sy eis op te stel.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Be-houdens die bepalings van klousules 3 (7) en 6 (5) en (6), moet enige bedrag verskuldig aan 'n werknemer, uitgeson-derd 'n los werknemer, weekliks, tweewekliks of maandeliks in kontant betaal word, of met die toestemming van die werknemer, per tjek, gedurende sy gewone werkure, of binne 15 minute daarna, op die gewone betaaldag van die bedryfs-inrigting vir sodanige werknemer (of in die geval van 'n skofwerker op 'n tyd waarvoor sodanige werknemer en sy werk-gewer 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 diensbeëin-diging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde koevert of houër wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

(a) die werk-gewer se naam;

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

(c) die tydperk waarvoor die betaling geskied;

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

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

(f) die getal ure wat die werknemer op 'n betaalde vakansiedag of 'n Sondag gewerk het;

(g) die werknemer se loon;

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

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

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

en sodanige koevert of houër waarop hierdie inligting aange-teken is of sodanige staat word die eiendom van die werk-nemer: Met dien verstande dat—

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

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

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

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

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

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

(5) *Accommodation, meals and rations.*—Subject to any other law, an employer shall not require his employee to accept accommodation, meals or rations from him or from any person or at any place nominated by him.

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

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

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

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

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

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

(e) whenever the ordinary hours of work 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 from slackness of business or a shortage of raw materials or backing material unless the employer has given his employee notice on the previous work-day of his intention to reduce the ordinary hours of work;

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

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

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

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

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

(5) *Huisvesting, etes of rantsoene.*—Behoudens die bepalings van enige ander wet, mag 'n werkgewer nie van sy werknemer vereis om huisvesting, etes of rantsoene van hom of enigiemand anders of op enige plek deur hom aangewys, aan te neem nie.

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

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

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

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

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

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

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

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

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

(iii) no deduction shall be made in the case of short-time owing to vagaries of the weather or a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer 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 partly from funds advanced for that purpose by the State or a body referred to in subparagraph (i) above;

(g) with the written consent of an employee, a deduction towards the repayment of any amount loaned or advanced to him by the employer: Provided that any such deduction shall not exceed one third of the total remuneration due to the employee on the pay-day concerned: 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 he may, in the case of subparagraph (i), work not more than 12 ordinary hours and, in the case of subparagraph (ii), not more than 10 ordinary hours on any day;

(b) a *security guard or watchman*—

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

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

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

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

(c) a *shift worker*—

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

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

(d) any *other employee*—

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

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

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

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

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

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

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

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

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

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

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

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

(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 of—

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

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

(c) 'n *skofwerker*—

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

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

(d) enige *ander werknemer*—

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

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

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

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

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

(a) 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 (e) applies, shall be deemed to be continuous;

(c) if such interval is longer than one hour, except when proviso (g) applies, any period in excess of one and 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 shall for the purposes of this subclause be deemed not to have worked during such interval;

(g) in the case of an employee who is wholly or mainly engaged in cleaning premises if such interval is longer than three hours, any period in excess of three hours shall be deemed to form part of the ordinary hours of work;

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

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

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

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

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

(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 enigeen van die ander dae tot agt en 'n half verleng kan word.

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

(a) 'n werkgewer met sy werknemer onderling en skriftelik ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort;

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

(c) as sodanige pouse langer as een uur duur, uitgesonderd waar voorbehoudbepaling (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 uitmaak nie;

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

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

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

(h) sodanige pouse nie aan 'n skofwerker toegestaan hoef te word nie gedurende sy gewone werkure op enige skof indien aan hom gedurende sodanige ure geleentheid verskaf word om 'n ete te nuttig terwyl hy op sy pos bly, tensy dit verbied word deur enige bepalings van enige wet.

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

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

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

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

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

(c) any other class of employee, three hours on any day and 10 hours in any week;

Provided that this limitation 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 if the ordinary hours of work of such driver or other member of the vehicle staff, together with any overtime worked, do not exceed 14 hours on any day.

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

(i) one and a third times his hourly wage in respect of the total period not exceeding 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; and

(ii) any other class of employee if and for so long as he receives a regular wage of not less than—

(aa) R1 850 per month in the Magisterial District of Oudtshoorn; and

(ab) R2 000 per month in the other areas referred to in clause 1 (2).

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

(c) Subclauses (2) and (3) shall not apply to a security guard or a watchman: Provided that if a meal interval is granted to such an employee the time taken up by such interval shall be deemed to be time during which he worked.

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

(e) Subclauses (2), (3), (4), (5) and (6) shall not apply to an employee who is remunerated according to an agreement under clause 9 (2).

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, on average, and who normally works on—

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

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

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

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

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

(i) een en 'n derde maal sy uurloon betaal ten opsigte van die totale tydskuur aldus deur sodanige werknemer gewerk en wat nie 10 uur in enige week oorskry nie;

(ii) een en 'n half maal sy uurloon betaal ten opsigte van die ure deur sodanige werknemer gewerk en wat 10 uur per week oorskry.

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

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

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

(ii) enige ander klas werknemer indien en solank hy gereeld 'n loon ontvang van minstens—

(aa) R1 850 per maand in die landdrosdistrik Oudtshoorn; en

(ab) R2 000 per maand in die ander gebiede in klousule 1 (2) genoem.

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

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

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

(e) Subklousules (2), (3), (4), (5) en (6) is nie op 'n werknemer wat ingevolge 'n ooreenkoms kragtens klousule 9 (2) besoldig word, van toepassing nie.

6. JAARLIKSE VERLOF

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

(a) '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 werk, 24 agtereenvolgende werkdade;

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

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

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

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

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

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

(b) 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.

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

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

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

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

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

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

(b) 'n sekuriteitswag en 'n wag wie se gewone werksure —

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

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

(b) 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.

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

(a) as sodanige verlof nie eerder toegestaan is nie, dit, behoudens subklousule (4), so toegestaan en geneem moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet toestaan en die werknemer die verlof moet neem met ingang van 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maande;

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

(i) wat 'n werknemer afwesig is met siekteverlof ingevolge klousule 7 (1) of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), en wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop;

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

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

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

(4) (a) 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), 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 shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than—

(a) in the subclause (1) (a) (i) or (1) (b) (i), one third; and

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

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

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

(ii) an employee who leaves his employment without having given and served the period of notice prescribed in clause 12 shall be entitled to claim payment in terms of this subclause in respect of only such 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 subclauses (3) (c) and (4), and whose employment terminates before such leave has been granted and been taken, shall, with due regard to subclause (8), 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 piece-work or commission work shall be 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;

(4) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgever 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 werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.

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

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

(6) 'n Werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van so 'n termyn opgeloopt het, moet by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig is, vir elke voltooië maand van sodanige dienstermyn 'n bedrag betaal word van minstens—

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

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

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

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

(ii) 'n werknemer wat sy diens verlaat sonder om kennis te gee en die kennisgewingstermyn wat by klousule 12 voorgeskryf word, uit te dien, geregtig sal wees om betaling ingevolge hierdie subklousule te eis slegs ten opsigte van daardie opgeloopte verlofgeld bo die bedrag wat hy in plaas van diensopsegging aan sy werkgever moet betaal, tensy—

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

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

(7) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousules (3) (c) en (4), en wie se diens eindig voordat sodanige verlof verleen en geneem is, moet, met inagneming van subklousule (8), by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom verleen en geneem was.

(8) By die toepassing van hierdie klousule—

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

(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 (1) or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b);

(ac) at the instance of his employer;

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

(ae) for any other reason that is not in breach of the contract of employment; and

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

and employment shall be deemed to commence—

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

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

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

(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) 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 work-day for an employee and such paid holiday falls within the closed or suspension period referred to in paragraph (a), another work-day shall be added to the said closed or suspension period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added.

(c) An employee who, at the date on which an establishment or activity in which he is employed is closed or suspended, is not entitled to the full period of annual leave prescribed in subclause (1) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (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) word die uitdrukings "diens" en "dienstermyn" geag die volgende te omvat—

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

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

(aa) met verlof ingevolge hierdie klousule;

(ab) met siekteverlof ingevolge klousule 7 (1) of as gevolg van ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b);

(ac) op las of versoek van sy werkgewer;

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

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

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

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

en word diens geag te begin—

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

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

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

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

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

(c) 'n Werknemer wat op die datum waarop 'n bedryfsinrigting of 'n aktiwiteit waarin hy werksaam is, sluit of gestaak word, nie geregtig is nie op die volle tydperk van die jaarlikse verlof voorgeskryf by subklousule (1), moet, ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in subklousule (6) vermeld, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting of aktiwiteit aldus sluit of gestaak word.

7. SIEKTEVERLOF

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

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

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

(ii) if in the first cycle of 36 consecutive months of employment an employee is absent owing to incapacity for longer than the number of days of paid sick leave to which he is entitled 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: Provided further that 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 that has already been made 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, and such compensation shall be effected at a rate of not less than the employee's wage at the commencement of his incapacity: Provided further that where the employee's contract of employment terminates before the expiry of such 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 that he has already received and his wage for the full period of his incapacity, but at a rate not exceeding his wage for one work-day for each completed period of five weeks of employment in the case of an employee who normally works on not more than five days in a week, and one work-day for each month of service in the case of any other employee, and for the purposes of this proviso the expression "wage" shall mean the wage the employee was receiving at the commencement of his incapacity;

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

(iv) payment for any period of absence on sick leave in terms of this clause to an employee who is employed on piece-work or commission work shall be at the rate of not less than 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,

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

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

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

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

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

(iv) die loon wat aan 'n werknemer wat op stukwerk of kommissiewerk in diens is, vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule betaal moet word, bereken moet word op die grondslag van minstens sy gemiddelde besoldiging vir die 13 weke wat die aanvang van sy siekteverlof voorafgaan of indien 'n korter tydperk gewerk is, vir die aantal voltooië weke wat gewerk is.

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

(a) vir langer as twee agtereenvolgende werkdade, of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of 'n betaalde vakansiedag,

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that if an employee has received payment in terms of this clause on two or more occasions during any period of eight weeks without producing such a certificate his employer may, in the next eight weeks, require him to produce such a certificate in respect of any period of absence.

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

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

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

(aa) on leave in terms of clause 6;

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

(ac) at the instance of his employer;

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

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

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

(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 for which compensation is payable under the Workmen's Compensation Act, 1941 (Act No. 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

(4) *Savings.*—This clause shall not apply—

(a) to an employee at whose written request 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 equivalent of his wage for any period of sick leave in terms of subclause (1);

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

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.

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

(3) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

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

(ac) met die toedoen van sy werkgever;

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

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

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

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

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

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

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

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

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

8. BETAALDE VAKANSIEDAE EN SONDAE

(1) *Vergoeding vir werk op 'n betaalde vakansiedag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, nie op 'n betaalde vakansiedag werk nie en sodanige dag op 'n dag val wat vir hom andersins 'n gewone werkdag is, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag wat nie minder as sy dagloon is nie, betaal.

(b) 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 day, 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 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 works for not more than four hours, an amount equal to at least his daily wage; or

(ii) if he 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 double his hourly wage prescribed for or double the lowest hourly wage actually being paid to an employee in the same area who performs for him the same class of work as the casual employee is required to do, whichever is the greater amount: Provided that where the employer requires a casual employee—

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

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

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

(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 dag 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 wat nie minder as sy dagloon is nie, betaal.

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

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

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

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

(iii) 'n bedrag betaal bereken teen 'n koers van minstens een en 'n derde maal sy uurloon ten opsigte van die volle 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 dit by die toepassing van hierdie klousule geag word dat die hele tydperk wat hy werk op dié dag val waarop die grootste gedeelte van die tyd wat hy werk, val.

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

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

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

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

(6) *Savings.*—This clause, except subclause (1) (a), shall not apply to an employee referred to in clause 5 (7) (a).

9. PIECE-WORK AND COMMISSION WORK

(1) *Piece-work.*—(a) An employer may when engaging an employee, or after at least one week's notice if the employee is already in his employ, introduce any piece-work system and, save as provided in clause 4 (6), such employer shall pay his employee who is employed on such piece-work system remuneration at not less than the wage prescribed in clause 3 (1) for an employee of his class and experience, plus the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay a casual employee, in respect of each day on which piece-work is performed, not less than the amount which the employer would have been required to pay such employee for that day had he been remunerated on the basis of time worked.

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

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

(d) An employer who intends to cancel or amend any piece-work system in operation, or the rates applicable thereunder, shall give his employee 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: 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; and

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

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

9. STUKWERK EN KOMMISSIEWERK

(1) *Stukwerk.*—(a) 'n Werkgewer kan wanneer hy 'n werknemer in diens neem of indien die werknemer reeds in diens is, nadat hy hom minstens een week kennis gegee het, enige stukwerkstelsel invoer en sodanige werkgewer moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen minstens die loon in klousule 3 (1) vir 'n werknemer van dieselfde klas en ondervinding voorgeskryf, plus die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgewer, ongeag die hoeveelheid werk wat verrig is, 'n los werknemer, vir elke dag waarop stukwerk verrig word, minstens die bedrag betaal wat die werkgewer sodanige werknemer vir daardie dag sou moes betaal het as hy hom 'n tydloon betaal het.

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

(c) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om werk uitsluitlik op 'n stukwerkgrondslag te verrig nie. Enige bedrag wat ingevolge paragraaf (a) aan 'n werknemer betaalbaar is, is apart van en bykomend tot sy loon en dit mag nie minder wees nie as die loon wat in klousule 3 (1) vir 'n werknemer van dieselfde klas en met dieselfde ondervinding voorgeskryf word.

(d) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die besoldiging wat daarvolgens van toepassing is, af te skaf of te wysig, moet aan sy werknemer wat volgens sodanige stelsel werk, minstens een maand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgewer nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie, en met dien verstande voorts dat 'n werkgewer 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 werkgewer kommissiewerk op 'n gereelde grondslag onderneem, moet voordat sodanige werk begin, deur sy werkgewer 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 werkgewer van tyd tot tyd bereid is om te aanvaar;

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

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

(b) Save as provided in clause 4 (6), an 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 in terms of paragraph (a) shall be aside from and in addition to the wage stipulated therein.

(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 nor run concurrently with that required to terminate the contract of employment of such employee in terms of clause 12.

10. PROHIBITION OF EMPLOYMENT

An employer shall not—

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

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall supply, free of charge, any uniform, overall, gumboots, cap or other protective clothing which he is required by any law to provide to his employee or which his employee is required by any law to wear.

(2) An employer to whom subclause (1) does not apply but who nevertheless requires his employee, whether in an express or implied sense, to wear protective clothing or any other overall shall supply such apparel free of charge.

(3) Any protective clothing or overall which has been provided to an employee free of charge shall remain the property of the employer.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Notwithstanding clause 3 (2), an employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

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

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

of termination of contract, which shall be in writing except when given by an employee who is unable to write, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than, in the case of—

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

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

Provided that this shall not affect—

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

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

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

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

(e) 'n Werkgewer of 'n werknemer wat voornemens is om 'n ooreenkoms in verband met kommissiewerk op te sê of oor 'n wysiging daarvan te onderhandel, moet skriftelik kennis van sodanige voorneme 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 werker vereis word.

10. VERBOD OP INDIENSNEMING

'n Werkgewer mag nie—

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

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgewer moet enige uniform, oorpak, rubberstewels, pet of ander beskermende kleres wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf of wat sy werknemer ingevolge enige wet verplig is om te dra, gratis verskaf.

(2) 'n Werkgewer op wie subklousule (1) nie van toepassing is nie, maar wat nogtans van sy werknemer vereis, hetsy uitdruklik of stilswygend, dat hy beskermende- of ander oorklere dra, moet dit gratis verskaf.

(3) Enige beskermende- of ander oorklere wat gratis aan 'n werknemer voorsien is, bly die eiendom van die werkgewer.

12. BEÏNDIGING VAN DIENSKONTRAK

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

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

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

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

(i) een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tye van sodanige diensbeëindiging ontvang;

(ii) een week kennisgewing, minstens die weekloon wat die werknemer ten tye van sodanige diensbeëindiging ontvang;

Met dien verstande dat—

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

(ab) 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 or any forfeitures or penalties which are by law applicable in respect of an employee who deserts:

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

(i) on leave in terms of clause 6;

(ii) on sick leave in terms of clause 7 (1);

(iii) owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b),

amounting in the aggregate to not more than 15 weeks in any period of 12 months;

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

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

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

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

(a) on leave in terms of clause 6;

(b) on sick leave in terms of clause 7 (1);

(c) owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b),

amounting in the aggregate to not more than 15 weeks in a period of 12 months;

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

(4) Notwithstanding anything to the contrary contained in this determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice 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. CERTIFICATE OF SERVICE

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

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

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

nie hierdeur geraak word nie:

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

(i) met verlof ingevolge klousule 6;

(ii) met siekteverlof ingevolge klousule 7 (1);

(iii) weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b),

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

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

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

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

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

(a) met verlof ingevolge klousule 6;

(b) met siekteverlof ingevolge klousule 7 (1);

(c) weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b),

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

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

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

13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer dros of waar die werknemer 'n los werknemer is, moet die werkgewer by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik onderstaande vorm het en waarin die volle name van die werkgewer en die werknemer, die klas van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die loon van die werknemer op die datum van sodanige beëindiging vermeld word.

CERTIFICATE OF SERVICE

I,,
 carrying on business in the Brush and Broom Manufacturing Industry
 at,
 hereby certify that, Identity No.,
 was employed by me from the day of 19....
 to the day of 19....
 as (*).....
 At the termination of employment this employee's wage was R.....

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

Date

(*) State class in which employee was wholly or mainly engaged, e.g.
 Grade I employee, clerk, etc.

14. ATTENDANCE REGISTER

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

DIENSSERTIFIKAAT

Ek,,
 wat as werkgever in die Borsel- en Besemnywerheid sake doen 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. graad I-werknemer, klerk, ens.

14. BYWONINGSREGISTER

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

ATTENDANCE REGISTER

Year		Entries to be made by employee												Remarks (if any)			
Month		Time of commencing work	Intervals off work						Time of finishing work	Overtime worked		Total number of hours		Signature	By employee	By employer, if employee was absent. Reasons for his absence (to be signed by employer)	By inspector
Date	Day of week		Off	On	Off	On	Off	On		On	Off	Each day	Each week				
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
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30																	
31																	

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

BYWONINGSREGISTER

(Naam van werknemer)										(Klas van werknemer)									
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																			
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Nota. — Onder opskrif “Aan” en “Af” in kolom “Pouses van diens af”, voeg in tyd wanneer pouse begin en tyd wanneer werk hervat word. ’n Werknemer word geag by die werk te wees vir enige pouse in sy werk indien dit die werknemer nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.

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

No.	Name and class of employee.....				
Week ended19.....					
Day	In	Out	In	Out	Total
Sunday	:	:	:	:	:
Monday	:	:	:	:	:
Tuesday	:	:	:	:	:
Wednesday	:	:	:	:	:
Thursday	:	:	:	:	:
Friday	:	:	:	:	:
Saturday	:	:	:	:	:

(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 commenced work;

(iii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;

(iv) the time of finishing work for the day;

(v) the time of commencement and termination of overtime worked for the day;

(vi) the total number of hours worked for the day; and

(vii) his signature;

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

(i) The time he commenced work;

(ii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work; and

(iii) the time of finishing work for the day.

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

(5) This clause shall not apply to—

(a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a);

(b) a driver or an employee accompanying such driver.

(2) 'n Werkgewer 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 geëindig19.....					
Dag	In	Uit	In	Uit	Totaal
Sondag	:	:	:	:	:
Maandag	:	:	:	:	:
Dinsdag	:	:	:	:	:
Woensdag	:	:	:	:	:
Donderdag	:	:	:	:	:
Vrydag	:	:	:	:	:
Saterdag	:	:	:	:	:

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

(a) in ink of inktlood in sodanige bywoningsregister bedoel in subklousule (1) aanteken—

(i) die dag van die week;

(ii) die tyd waarop hy begin werk het;

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

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

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

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

(vii) sy handtekening;

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

(i) Die tyd waarop hy begin werk het;

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

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

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

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

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

(b) 'n drywer of 'n werknemer wat as sodanig die drywer vergesel.

15. LOG-BOOK

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

DAILY LOG

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

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

.....
Signature of driver

Date.....

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

(Note. — In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 442, published under Government Notice No. R. 45 of 11 January 1985, as amended by Government Notice No. R. 364 of 4 March 1988.)

15. LOGBOEK

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

DAAGLIKSE LOG

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

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

.....
Handtekening van drywer

Datum.....

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

(Kennisgewing. — Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 442, gepubliseer by Goewermentskennisgewing No. R. 45 van 11 Januarie 1985, soos gewysig by Goewermentskennisgewing No. R. 364 van 4 Maart 1988.)

Please, acquaint yourself thoroughly with the
 "Conditions for Publication" of legal notices in
 the *Government Gazette*, as well as the new tariffs in
 connection therewith

Maak uself asseblief deeglik vertrouwd met die "Voor-
 waardes vir Publikasie" van wetlike kennisgewings
 in die *Staatskoerant*, asook met die nuwe tariewe
 wat daarmee in verband staan

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