



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE



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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID

No. R.3106.]

[15 Augustus 1969.]

LOONWET, 1957

LOONVASSTELLING NO. 311

VOEDSELNYWERHEID, REPUBLIEK VAN SUID-AFRIKA

In opdrag van die Minister van Arbeid, 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 Voedselnywerheid, Republiek van Suid-Afrika, gemaak en die 8e dag van September 1969 bepaal het as die datum waarop die bepalinge van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op alle werknemers, uitgesonderd bestuurders, in die Voedselnywerheid en op die werkgewers van sodanige werknemers in die Republiek van Suid-Afrika.

2. WOORDOMSKRYWINGS

(1) Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie Vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet en, tensy onbestaanbaar met die sinsverband, beteken—

- (i) „afmeter” ’n werknemer, uitgesonderd ’n werknemer graad IV, wat hoeveelhede bestanddele vir vervaardigingsdoeleindes afweeg of afmeet en daarvoor verantwoordelik is; (lxxiii)

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR

No. R.3106.]

[15th August, 1969.]

WAGE ACT, 1957

WAGE DETERMINATION NO. 311

FOOD INDUSTRY, REPUBLIC OF SOUTH AFRICA

By direction of the Minister of Labour 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 Food Industry, Republic of South Africa, and has fixed the 8th day of September, 1969, as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all employees, other than managers, in the Food Industry and to the employers of such employees in the Republic of South Africa.

2. DEFINITIONS

(1) 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 unless inconsistent with the context—

- (i) „ammonia compressor plant attendant” means an employee who is in charge of an ammonia compressor plant; (lxxvi)

- (ii) „ambagsman” ’n werknemer wat werk doen wat in die reël deur ’n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomskriving beteken die uitdrukking „geskoolde ambagsman” iemand wat sy leertyd uitgedien het in ’n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van ’n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of ’n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet; (ii)
- (iii) „arbeider” ’n werknemer wat enigene of meer van die volgende werksaamhede verrig—
- (1) ’n ambagsman help deur artikels of gereedskap vas te hou of op enige ander wyse saam met hom te werk, maar nie deur die onafhanklike gebruik van gereedskap nie;
 - (2) op afleweringvoertuie help, uitgesonderd die voertuie bestuur of herstelwerk uitvoer;
 - (3) kassies of ander houers met die hand vasbind, bedraad of met bande vasmaak;
 - (4) dra, ophang, opstapel, verskuif, laai of aflaai;
 - (5) persele, masjinerie, gereedskap, voertuie, meubels, werktuie, skottels, bottels of ander houers of artikels met die hand skoonmaak of was;
 - (6) neutte of pitte met die hand kraak;
 - (7) houers met die hand of nie-kragaangedrewe masjien toekurk of van enige ander proppe of doppe voorsien;
 - (8) gedeeltelik verwerkte of verwerkte vrugte met die hand opsnij of in skywe sny;
 - (9) briewe, boodskappe of goedere te voet of deur middel van ’n voet- of handvoertuig aflewer;
 - (10) gesnyde of ongesnyde vrugte of groente in vloeistof inoos;
 - (11) ’n masjien, uitgesonderd ’n maalmasjien, of vervoerband voer of daarvan afneem;
 - (12) sakke, bottels, vate, blikke of ander houers met die hand vul of leegmaak;
 - (13) houers of papier vou;
 - (14) tuinwerk;
 - (15) met die hand fynmaak of maal;
 - (16) voeringstukke, skywe, ringe of drukwerk met die hand in deksels of blikke aanbring;
 - (17) uitskep;
 - (18) vuurmaak, vure aan die brand hou of uithaal, maar nie in stoomketels nie;
 - (19) tee of dergelike drank maak of tee of dergelike drank aan werknemers of sy werkgewer bedien;
 - (20) voertuie, uitgesonderd motorvoertuie, olie of smeer;
 - (21) deure of vensters of sakke, kassies, dromme of ander pakkette oop- of toemaak;
 - (22) ’n handhystoel bedien;
 - (23) artikels van dieselfde grootte en getal verpak in houers wat spesiaal bedoel is om hulle te bevat;
 - (24) bereide, rou, gebleikte of verhitte vrugte of groente in houers of bottels verpak;
 - (25) kurke of watte in houerdoppe plaas;
 - (26) voertuie op ’n ander wyse as met behulp van meganiese toestelle stoot of trek;
 - (27) vuilgoed, as of afval verwyder;
 - (28) platkassies, kiste of kratte met die hand heelmaak;
 - (29) verwerkte of gedeeltelik verwerkte vrugte in suiker rol;
 - (30) ’n rubberstempel of reeksnommer afdruk waar geen oordeel vereis word nie;
 - (31) klaargemaakte karton- of veselbordkiste of soortgelyke houers met die hand opstel;
 - (32) met die hand sif of sifmasjiene vul of leegmaak;
 - (33) sakke, kiste, kartonne of ander houers met die hand sjabloneer of merk (maar nie met die hand adresseer nie) of kiste, kartonne, dromme of ander pakkette van klaar geadresseerde etikette voorsien;
 - (34) houers uitpak;
 - (35) vrugte of groente met die hand of ’n nie-meganies-aangedrewe masjien was, sorteer, afskil, prik, afwerk, in skyfies sny, ontpit, wegsny, ont kern of opsnij; (ixiii)
- (iv) „assistent-kokeroppasser” ’n werknemer wat onder toesig van ’n toesighoudende kokeroppasser enigene van die pligte van ’n toesighoudende kokeroppasser uitvoer; (iii)
- (ii) „artisan” means an employee who is engaged in work normally performed by a skilled artisan, and for the purpose of this definition the expression “skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act; (ii)
- (iii) “assistant cooker attendant” means an employee who, under the supervision of a cooker attendant-in-charge, performs any of the duties of a cooker attendant-in-charge; (iv)
- (iv) “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 him during his absence; (vi)
- (v) “assistant oven attendant” means an employee who, under the supervision of an oven attendant-in-charge, performs any of the duties of an oven attendant-in-charge; (v)
- (vi) “baker” means an employee who is engaged in and responsible for the baking of infant or invalid foods; (vii)
- (vii) “baker, qualified,” means a baker who has had not less than three years’ experience; (viii)
- (viii) “baker, unqualified,” means a baker who has had less than three years’ experience; (ix)
- (ix) “boiler attendant” means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler; (xxxix)
- (x) “boiling pan attendant” means an employee who, under the supervision of a food boiler, assistant foreman or a foreman, is in charge of one or more boiling pans and who may be responsible for testing the density of syrup or maintaining the correct temperature; (xlviii)
- (xi) “buyer” means an employee who is engaged in buying fruit or vegetables from producers; (xlix)
- (xii) “canteen cook” means an employee, other than a soup cooker, who is engaged in and is responsible for cooking meals for canteen purposes; (xxvi)
- (xiii) “cask repairer” means an employee who is engaged in repairing or dismantling casks or barrels or removing or replacing heads of casks or barrels and who may assemble casks or barrels from ready prepared staves; (lxxxix)
- (xiv) “casual employee” means an employee who is employed by the same employer on not more than three days in any week; (lix)
- (xv) “chargehand” means an employee who, under the supervision of a foreman, assistant foreman, forewoman or supervisor, is in charge of a group of labourers; (lxxii)
- (xvi) “chauffeur” means an employee who is engaged in driving a motor vehicle intended to carry passenger and used for the conveyance of his employer or of staff, clients or visitors and which may be used for the conveyance of documents or parcels; (xvii)
- (xvii) “chemical technician” means an employee who is engaged in inaugurating, governing, supervising or carrying out tests of raw materials or finished or partly finished products and interpreting the data derived from such tests; (xviii)
- (xviii) “chemical technician, qualified,” means a chemical technician who has had not less than five years’ experience; (xix)
- (xix) “chemical technician, unqualified,” means a chemical technician who has had less than five years’ experience; (xx)
- (xx) “clerk” means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, storeman, despatch clerk, receiving clerk and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee’s work; (xli)
- (xxi) “clerk, female, qualified,” means a female clerk who has had not less than four years’ experience; (xlii)
- (xxii) “clerk, female, unqualified,” means a female clerk who has had less than four years’ experience; (xlii)
- (xxiii) “clerk, male, qualified,” means a male clerk who has had not less than five years’ experience; (xliii)

- (v) „assistent-oondoppasser” ’n werknemer wat onder toesig van ’n toesighoudende oondoppasser enige van die pligte van ’n toesighoudende oondoppasser uitvoer; (v)
- (vi) „assistent-voorman” ’n werknemer wat, onder die algemene toesig van ’n voorman, enige van die werksaamhede of pligte van ’n voorman verrig en wat gedurende sy afwesigheid namens hom kan waarneem; (iv)
- (vii) „bakker” ’n werknemer wat kleinkinder- of invalidevoedsel bak en daarvoor verantwoordelik is; (vi)
- (viii) „bakker, gekwalifiseerd,” ’n bakker met minstens drie jaar ondervinding; (vii)
- (ix) „bakker, ongekwalifiseerd,” ’n bakker met minder as drie jaar ondervinding; (viii)
- (x) „bediener van ’n mobiele hystoestel” ’n werknemer wat werk met ’n kragaaangedrewe mobiele hystoestel of ’n vurkhuyswa wat by die laai, aflaai, versit of opstapel van goedere gebruik word; (lxxv)
- (xi) „bediener van ’n mobiele hystoestel, gekwalifiseerd,” ’n bediener van ’n mobiele hystoestel met minstens drie maande ondervinding; (lxxvi)
- (xii) „bediener van ’n mobiele hystoestel, ongekwalifiseerd,” ’n bediener van ’n mobiele hystoestel met minder as drie maande ondervinding; (lxxvii)
- (xiii) „bedryfsinrigting” ’n perseel waarop of in verband waarmee een of meer werknemers in die Voedselnywerheid in diens is; (xxxv)
- (xiv) „bestuurder” ’n werknemer wat deur sy werkgever belas is met die algemene—
 (a) toesig oor,
 (b) verantwoordelikheid vir, en
 (c) leiding van
 die werksaamhede van ’n bedryfsinrigting en die werknemers wat daarin werk; (lxxii)
- (xv) „bestuurder van ’n motorvoertuig” ’n werknemer wat ’n motorvoertuig bestuur, en by die toepassing van hierdie woordskrywing omvat die uitdrukking „’n motorvoertuig bestuur” alle tydperke wat hy bestuur, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te bestuur; (xxxii)
- (xvi) „bode” ’n werknemer wat boodskappe of briewe of pakette wat nie produkte van die bedryfsinrigting in die uitvoering van bestellings vir aflewering bevat nie, afhaal of aflewer en wat enige skryfwerk in verband met sodanige afhaal of aflewering mag verrig en wat ’n kantoor-kram- of afrolmasjien kan bedien; (lxxiv)
- (xvii) „chauffeur” ’n werknemer wat ’n motorvoertuig bestuur wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgever of van personeel, klante of besoekers en waarmee ook dokumente of pakette vervoer mag word; (xvi)
- (xviii) „chemie-tegnikus” ’n werknemer wat toetse met onverwerkte of verwerkte of gedeeltelik verwerkte produkte instel, beheer, daarvoor toesig hou of dit uitvoer en wat die gegewens wat uit sodanige toetse verkry word, vertolk; (xvii)
- (xix) „chemie-tegnikus, gekwalifiseerd,” ’n chemie-tegnikus met minstens vyf jaar ondervinding; (xviii)
- (xx) „chemie-tegnikus, ongekwalifiseerd,” ’n chemie-tegnikus met minder as vyf jaar ondervinding; (xix)
- (xxi) „deeltydse bestuurder van ’n motorvoertuig” ’n werknemer wat in die reël ander werk doen as om ’n motorvoertuig te bestuur maar wat op meer as twee dae in ’n week ’n motorvoertuig vir altesaam hoogstens drie uur op enige sodanige dag bestuur, en by die toepassing van hierdie woordskrywing omvat die uitdrukking „’n motorvoertuig bestuur” alle tydperke wat hy bestuur en alle tyd wat die bestuurder, terwyl hy in beheer van die voertuig is, aan werk in verband met die voertuig of die vraag bestee; (lxxxiv)
- (xxii) „diensdrywer” ’n werknemer wat, benewens sy gewone pligte, en buite die werkure wat met sodanige pligte in verband staan, wagte of onderhoudspersoneel of werknemers wat verplig word om oortyd- of nagskofwerk te verrig en dit verrig het, per motorvoertuig na en van ’n bedryfsinrigting vervoer; (xxxiii)
- (xxiii) „drywer van nywerheidstrekker” ’n werknemer wat ’n nywerheidstrekker dryf wat een of meer sleepwaens in ’n bedryfsinrigting trek; (lxi)
- (xxiv) „clerk, male, unqualified,” means a male clerk who has had less than five years’ experience; (xliii)
- (xxv) „clipper” means an employee who is engaged in recording by means of a clipper device the amount of work done by an employee; (xlvi)
- (xxvi) „commission work” means any system under which a traveller’s remuneration is calculated on the value or number of orders submitted by him to and accepted by his employer; (xlvi)
- (xxvii) „condiment maker” means an employee who, under the supervision of a foreman or an assistant foreman, is in charge of the making of pickles, chutney or mayonnaise; (liv)
- (xxviii) „condiment maker, qualified,” means a condiment maker who has had not less than two years’ experience; (lv)
- (xxix) „condiment maker, unqualified,” means a condiment maker who has had less than two years’ experience; (lvi)
- (xxx) „cooker attendant-in-charge” means an employee who, in the manufacture of ready-to-serve breakfast foods, is responsible for and supervises the loading of raw materials into pressure cookers, mixing or adding ingredients thereto in accordance with a formula and who by visual tests determines the degree of cooking; (lxxxvi)
- (xxxi) „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, weighing, packing, marking, addressing or despatching of goods or packages; (xc)
- (xxxii) „driver of a motor vehicle” means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition the expression “driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (xv)
- (xxxiii) „duty driver” means an employee who, in addition to his ordinary duties and outside the hours of work connected with such duties, conveys watchmen or maintenance staff or employees who are required to do or have done overtime or night shift work, by motor vehicle to and from an establishment; (xxii)
- (xxxiv) „emergency work” means—
 (1) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay;
 (2) any work in connection with the loading or unloading of—
 (i) ships;
 (ii) trucks or vehicles of the South African Railways and Harbours;
 (iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours;
 (3) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours; (lxx)
- (xxxv) „establishment” means any premises in or in connection with which one or more employees are employed in the Food Industry; (xiii)
- (xxxvi) „experience” means in relation to—
 (a) a clerk (other than a receiving clerk), the total period or periods which an employee has had as a clerk in any trade or in the service of the State;
 (b) a baker, chemical technician, condiment maker, factory clerk, food boiler, macaroni maker, receiving clerk, grade I employee or a grade II employee, the total period or periods of employment which an employee has had as a baker, chemical technician, condiment maker, factory clerk, food boiler, macaroni maker, receiving clerk, grade I employee or grade II employee, respectively, in the Food Industry;
 (c) a factory truck driver, a mobile hoist operator or a traveller the total period or periods of employment which an employee has had as a factory truck driver, a mobile hoist operator or a traveller, as the case may be, in any trade; (lxxiii)
- (xxxvii) „factory clerk” means an employee who, under the supervision of a foreman, an assistant foreman or a qualified male clerk, is engaged in any one or more of the following duties—
 (1) assembling orders for despatch under supervision of a despatch clerk;

- (xxiv) „eerstehulpassistent” ’n werknemer wat in besit is van ’n geldige bekwaamheidsertifikaat in eerstehulp wat uitgereik is deur—
 (a) Die Suid-Afrikaanse Noodhulppliga;
 (b) Rooikruisvereniging van Suid-Afrika; of
 (c) St. John-ambulansvereniging;
 wat ’n eerstehulpbediener in die uitvoering van sy pligte behulpsaam is en wat gedurende sy afwesigheid namens hom kan waarneem; (xlv)
- (xxv) „eerstehulpbediener” ’n werknemer wat in besit is van ’n geldige bekwaamheidsertifikaat in eerstehulp wat uitgereik is deur—
 (a) Die Suid-Afrikaanse Noodhulppliga;
 (b) Rooikruisvereniging van Suid-Afrika; of
 (c) St. John-ambulansvereniging;
 en wat in beheer van ’n eerstehulpkamer is; (xlv)
- (xxvi) „eetlokaalkok” ’n werknemer, uitgesonderd ’n sopkoker wat etes vir eetlokaaldoeleindes kook en daarvoor verantwoordelik is; (xii)
- (xxvii) „fabrieksklerk” ’n werknemer wat onder die toesig van ’n voorman, ’n assistent-voorman of ’n gekwalifiseerde manlike klerk, een of meer van die volgende pligte uitvoer:—
 (1) bestellings vir versending onder toesig van ’n versendingsklerk byeenbring;
 (2) bywoningsregisters kontroleer of besonderhede in verband met werknemers wat aanwesig of afwesig is, of die tyd deur werknemers aan verskillende take bestee, aanteken;
 (3) besonderhede in verband met materiaal wat ontvang of uitgereik is, nagaan of aanteken, of voorraadregisters hou;
 (4) fabrieksdokumente met die hand kopieer;
 (5) fabrieksdokumente lasseer, sorteer of andersins aandag daaraan skenk;
 (6) Bantoe- of Indiërtale tolk of vertaal;
 (7) afleveringsbriewe uitmaak, maar nie fakture nie;
 (8) ’n optelmasjien bedien in die loop van sy pligte as fabrieksklerk;
 (9) loon- of tydkaart voorberei of stukwerkverdiens aanteken vir latere gebruik deur ’n loonklerk;
 (10) goedere ontvang of nagaan, insluitende die aanteken van besonderhede daarvan;
 (11) bondelnommers, inhoud of verwysingsnommers aanteken van houters wat gevul of versend word;
 (12) besonderhede van jaarlikse of siekteverlof aanteken;
 (13) die indiensneming, ontslag of bedanking van werknemers aanteken, insluitende enige nodige inskrywings in die werknemers se persoonlike lêers of dokumente maak; of dienssertifikate voorberei;
 (14) lyste maak van produksiesyfers;
 (15) kaartjies of etikette stempel of uitskryf;
 (16) toesig hou oor die aflaai van goedere;
 (17) goedere weeg en besonderhede daarvan aanteken; (xxxvii)
- (xxviii) „fabrieksklerk, gekwalifiseerd,” ’n fabrieksklerk met minstens twaalf maande ondervinding; (xxxviii)
- (xxix) „fabrieksklerk, ongekwalifiseerd,” ’n fabrieksklerk met minder as twaalf maande ondervinding; (xxxix)
- (xxx) „fabrieksvragwagbestuurder” ’n bestuurder van ’n motorvoertuig wat so ’n voertuig in ’n bedryfsinrigting bestuur en omvat ook ’n nywerheidstrekkerbewerter; (xl)
- (xxxi) „fabrieksvragwagbestuurder, gekwalifiseerd,” ’n fabrieksvragwagbestuurder met minstens drie maande ondervinding; (xli)
- (xxxii) „fabrieksvragwagbestuurder, ongekwalifiseerd,” ’n fabrieksvragwagbestuurder met minder as drie maande ondervinding; (xlii)
- (xxxiii) „faktotum” ’n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van ’n bedryfsinrigting gebruik word, en wat ook kleinere herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wat gewoonlik deur ’n ambagsman gedoen word nie; (lx)
- (xxxiv) „groothouderhandetiketterder” ’n werknemer wat etikette met die hand aanbring op houters met ’n inhoudsmaat van meer as 2 lb.; (lxiv)
- (2) checking attendance records or recording particulars of employees at work or absent or the time spent by employees on different tasks;
 (3) checking or recording particulars of materials received or issued, or keeping stock records;
 (4) copying factory documents by hand;
 (5) filing, sorting, or otherwise attending to factory documents;
 (6) interpreting or translating Bantu or Indian languages;
 (7) making out delivery notes other than invoices;
 (8) operating an adding machine in the course of his duties as a factory clerk;
 (9) preparing wage or time cards or recording piece-work earnings for subsequent use by a wage clerk;
 (10) receiving or checking goods, including the recording of particulars thereof;
 (11) recording batch numbers, contents or reference numbers of containers filled or despatched;
 (12) recording particulars of annual or sick leave;
 (13) recording the engagement, discharge or resignation of employees, including the making of any necessary entries in the employees’ personal files or documents; or preparing certificates of service;
 (14) scheduling production figures;
 (15) stamping or writing tickets or labels;
 (16) supervising the off-loading of goods;
 (17) weighing goods and recording particulars thereof; (xxvii)
- (xxxviii) “factory clerk, qualified”, means a factory clerk who has had not less than twelve months’ experience; (xxviii)
- (xxxix) “factory clerk, unqualified”, means a factory clerk who has had less than twelve months’ experience; (xxix)
- (xl) “factory truck driver” means a driver of a motor vehicle who is engaged in driving such a vehicle within an establishment and includes an industrial tractor driver; (xxx)
- (xli) “factory truck driver, qualified”, means a factory truck driver who has had not less than three months’ experience; (xxxi)
- (xlii) “factory truck driver, unqualified”, means a factory truck driver who has had less than three months’ experience (xxxii)
- (xliii) “fireman” means an employee who, under supervision of a boiler attendant, is engaged in making or maintaining fires in boilers, including stoking, slicing and raking; (lxxxii)
- (xliv) “first-aid assistant” means an employee who holds a current certificate of competence in first-aid, issued by any of the following organizations—
 (a) Die Suid-Afrikaanse Noodhulppliga;
 (b) Red Cross Society of South Africa;
 (c) St. John Ambulance Association;
 who assists a first-aid attendant in the performance of his duties, and who may act for him during his absence; (xxiv)
- (xlv) “first-aid attendant” means an employee who holds a current certificate of competence in first-aid, issued by any of the following organizations—
 (a) Die Suid-Afrikaanse Noodhulppliga;
 (b) Red Cross Society of South Africa;
 (c) St. John Ambulance Association;
 and who is in charge of a first-aid room; (xxv)
- (xlvii) “food boiler” means an employee, other than a canteen cook or a soup cooker, who is responsible for and is engaged in boiling glacé fruit, grain or soup and who may be responsible for the mixing of ingredients according to formula; (li)
- (xlviii) “food boiler, qualified”, means a food boiler who has had not less than two years’ experience; (lii)
- (xlviii) “food boiler, unqualified”, means a food boiler who has had less than two years’ experience; (liii)
- (xlix) “Food Industry” means the industry in which employers and employees are associated in establishments which are registered or liable for registration in terms of the Factories, Machinery and Building Work Act, 1941, for the purpose of manufacturing, packing, concentrating or preserving (by means of any process, excluding freezing) any one or more of the following commodities—
 (a) glacé or crystallized fruit (other than dried or minced fruit);

- (xxxv) „handelsreisiger” ’n werknemer wat as ’n reisende verteenwoordiger van ’n bedryfsinrigting namens so ’n inrigting bestellings van pesone vra, werf of soek vir die verkoop of aflewering van goedere aan hulle; (xcix)
- (xxxvi) „handelsreisiger, gekwalifiseerd,” ’n handelsreisiger met minstens vier jaar ondervinding; (c)
- (xxxvii) „handelsreisiger, ongekwalifiseerd,” ’n handelsreisiger met minder as vier jaar ondervinding; (ci)
- (xxxviii) „handelsreisiger se assistent” ’n werknemer wat ’n handelsreisiger vergesel en hom met die inpak, uitpak of vertoon van sy monsters help en wat die motorvoertuig mag bestuur wat die handelsreisiger in die uitvoering van sy werk gebruik; (cii)
- (xxxix) „ketelbediener” ’n werknemer wat onder algemene toesig die waterpeil en stoomdruk in ’n stoomketel in stand hou en wat die vuur in sodanige stoomketel mag maak, stook of uithaal; (ix)
- (xl) „kleinhouerhandetiketteerder” ’n werknemer wat etikette van volle grootte per hand op houers met ’n inhoudsmaat van 2 lb. of minder plak, maar sluit nie in die regskuif van etikette wat verkeerd deur ’n masjien opgeplak is of die vervanging van beskadigde etikette nie; (xcii)
- (xli) „klerk” ’n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook ’n kassier, magasynman, versendingsklerk, ontvangsklerk, en ’n telefoonskakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so ’n werknemer se werk; (xx)
- (xlii) „klerk, man, gekwalifiseerd,” ’n manlike klerk met minstens vyf jaar ondervinding; (xxiii)
- (xliii) „klerk, man, ongekwalifiseerd,” ’n manlike klerk met minder as vyf jaar ondervinding; (xxiv)
- (xliv) „klerk, vrou, gekwalifiseerd,” ’n vroulike klerk met minstens vier jaar ondervinding; (xxi)
- (xlv) „klerk, vrou, ongekwalifiseerd,” ’n vroulike klerk met minder as vier jaar ondervinding; (xxii)
- (xlvi) „knipper” ’n werknemer wat met behulp van ’n knip-toestel die hoeveelheid werk wat deur ’n werknemer gedoen word, aanteken; (xxv)
- (xlvii) „kommissiewerk” ’n stelsel waarvolgens ’n handelsreisiger se besoldiging bereken word volgens die getal of waarde van die bestellings wat hy aan sy werkgever voorlê en wat laasgenoemde aanvaar; (xxvi)
- (xlviii) „kookpanoppasser” ’n werknemer wat onder toesig van ’n koskoker, assistent-voorman of ’n voorman in beheer is van een of meer kookpanne en wat verantwoordelik mag wees vir die toets van die digtheid van stroop of instandhouding van die korrekte temperatuur; (x)
- (xlix) „koper” ’n werknemer wat vrugte en groente van produ-sente koop; (xi)
- (i) „korttyd” ’n tydelike vermindering van die getal gewone werkeure weens ’n slapte in die bedryf, ’n tekort aan grondstowwe of spoorwegtrokke, wisselvalligheid van die weer, ’n algemene onklaarraking van masjinerie of in-stallasie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (xci)
- (ii) „koskoker” ’n werknemer, uitgesonderd ’n eetlokaalkok of ’n sokkoker, wat geglaseerde vrugte, graan of sop kook en daarvoor verantwoordelik is en wat verantwoordelik mag wees vir die meng van bestanddele volgens ’n formule; (xlv)
- (lii) „koskoker, gekwalifiseerd,” ’n koskoker met minstens twee jaar ondervinding; (xlvii)
- (liii) „koskoker, ongekwalifiseerd,” ’n koskoker met minder as twee jaar ondervinding; (xlviii)
- (liv) „kruiemaker” ’n werknemer wat onder toesig van ’n voorman of ’n assistent-voorman in beheer is van die maak van atjar, blatjang of mayonnaise; (xxvii)
- (lv) „kruiemaker, gekwalifiseerd,” ’n kruiemaker met minstens twee jaar ondervinding; (xxviii)
- (lvi) „kruiemaker, ongekwalifiseerd,” ’n kruiemaker met minder as twee jaar ondervinding; (xxix)
- (lvii) „laboratoriumassistent” ’n werknemer wat, onder toesig, monsters berei en wat eerste en roetine-toetse kan uitvoer en aantekening van die resultate daarvan mag hou; (lxii)
- (lviii) „loon” die bedrag wat ingevolge klousule 3 (1) aan ’n werknemer betaalbaar is ten opsigte van sy gewone werk-ure soos by klousule 5 voorgeskryf: Met dien verstande—

- (b) chutney, pickles, mayonnaise or sandwich spread;
- (c) potato powder, cheese powder, pea flour, bean flour, matzos flour, self-raising flour or binding agents;
- (d) gravy powder, soup (including the ready-mixed dry ingredients used in the making of soup), curry powder or spices;
- (e) cooked or raw macaroni, vermicelli, spaghetti or noodles;
- (f) jelly, custard powder, blancmange, instant puddings, icing sugar or ice cream powder;
- (g) ready-to-serve breakfast foods;
- and further includes all operations incidental to or consequent on any of the aforesaid activities and further includes the manufacture or packing of infant or invalid foods if conducted in the same establishment in which any of the activities mentioned in (a) to (g) above are carried on, but it does not include the manufacture, packing, concentrating or preserving (by means of any process, excluding freezing) of the products specified in (b) and (c) above if carried on on the same premises by an employer in conjunction with some other trade, or trades in which his employees on such premises, taken collectively, are mainly engaged; (xcii)
- (i) „foreman” means an employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (xciv)
- (ii) „forewoman” means a female employee who, under the supervision of a foreman or assistant foreman, is in charge of the female employees in an establishment, who exercises control over such employees and is responsible for the efficient performance by them of their duties; (xcv)
- (lii) „grade I employee” means an employee who is engaged in any one or more of the following capacities—
- (1) ammonia compressor plant attendant;
 - (2) automatic double seaming machine attendant;
 - (3) automatic packet wrapping machine attendant;
 - (4) cask repairer;
 - (5) cooker attendant-in-charge;
 - (6) laboratory assistant;
 - (7) mixing machine attendant-in-charge;
 - (8) oven attendant-in-charge;
 - (9) semi-automatic bottle labelling machine operator;
 - (10) vacuum oven, roller drier or spray drier attendant; (xcvii)
- (liii) „grade I employee, qualified,” means a grade I employee who has had not less than nine months’ experience; (xcviii)
- (liv) „grade I employee, unqualified,” means a grade I employee who has had less than nine months’ experience; (xcix)
- (lv) „grade II employee” means an employee who is engaged in any one or more of the following capacities or activities—
- (1) boiling pan attendant;
 - (2) canteen cook;
 - (3) grinding machine attendant;
 - (4) measurer;
 - (5) mixing machine operator;
 - (6) moisture tester;
 - (7) operating a container filling machine;
 - (8) operating a non-mechanically powered heat sealing machine;
 - (9) operating a non-mechanically powered packet wrap-ping machine;
 - (10) retort pressure cooker attendant;
 - (11) small container hand labeller;
 - (12) syrupmaker;
 - (13) vegetable slicing machine operator;
 - (14) weighing packets; (c)
- (lvi) „grade II employee, qualified,” means a grade II employee who has had not less than six months’ ex-perience; (ci)
- (lvii) „grade II employee, unqualified,” means a grade II employee who has had less than six months’ experience; (cii)
- (lviii) „grade III employee” means an employee who is engaged in any one or more of the following capacities or activi-ties—
- (1) assistant cooker attendant;

- (i) dat, as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;
- (ii) dat die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;
- (iii) dat dit in die geval van 'n diensdrywer nie betalings insluit wat ten opsigte van sy werk as sodanig verskuldig is nie; (civ)
- (lix) „los werknemer” 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (xiv)
- (lx) „macaronimaker” 'n werknemer wat macaroni, vermicelli, spaghetti of noedels maak en daarvoor verantwoordelik is; (lxvi)
- (lxi) „macaronimaker, gekwalifiseerd,” 'n macaronimaker met minstens drie jaar ondervinding; (lxvii)
- (lxii) „macaronimaker, ongekwalifiseerd,” 'n macaronimaker met minder as drie jaar ondervinding; (lxviii)
- (lxiii) „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 of pakhuis te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n magasyn of pakhuis aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending te lewer; (xciv)
- (lxiv) „masjiënoppasser” 'n werknemer wat, in verband met die artikels wat deur 'n outomatiese masjiën gemaak word, een of ander bykomstige handeling uitvoer hetsy voor of na sodanige artikels die masjiën binnegaan, en „'n masjiën oppas” het 'n ooreenstemmende betekenis; (lxix)
- (lxv) „masjiënfaktotum” 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjiënerie 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; (lxx)
- (lxvi) „masjiënbediener” 'n werknemer wat—
- (1) in die geval van 'n half-outomatiese masjiën, die artikel wat verwerk moet word, in posisie plaas en die meganiese krag met 'n handhefboom of voetpedaal in werking bring en wat sodanige masjiën aan die gang kan sit of dit kan stop;
 - (2) in die geval van 'n nie-kragaangedrewe masjiën, die artikel wat verwerk moet word, in posisie plaas en die krag wat nodig is, deur middel van 'n handhefboom of 'n voetpedaal verskaf;
- en „'n masjiën bedien” het 'n ooreenstemmende betekenis; (lxxi)
- (lxvii) „motorvoertuig” 'n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere, uitgesonderd 'n handelsreisiger se monsters, en omvat dit ook 'n voorhaker en 'n trekker maar nie 'n mobiele hystoestel nie; (lxxix)
- (lxviii) „nagskof” enige werktidperk waarvan die grootste deel tussen 8-uur nm. en 6-uur vm. val; (lxxx)
- (lxix) „nie-meganiesaaangedrewe masjiën” 'n masjiën wat nie meganies aangedryf word nie, maar waarin die dryfkrag verkry word deurdat 'n werknemer 'n handhefboom of 'n voetpedaal trek of stoot of 'n slinger draai; (lxxxi)
- (lxx) „noodwerk”—
- (1) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, geweldsdaad, diefstal, of 'n onklaarraking van installasie of masjiënerie sonder versuim gedoen moet word;
 - (2) enige werk in verband met die laai of aflaai van—
 - (i) skepe;
 - (ii) spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens;
 - (iii) voertuie wat deur 'n vervoerkontraakteur gebruik word in die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens;
 - (3) enige werk in verband met die opknapping of herstel van installasie of masjiënerie wat nie gedurende gewone werkure verrig kan word nie; (xxxiv)
- (lxxi) „onbelaste gewig” die gewig van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n twee- of driewielige motorfiets, bromponie of bromfiets of 'n trapfiets met hulpmotor, die onbelaste gewig geag word hoogstens 1,000 lb. te wees; (ciii)
- (2) assistant oven attendant;
 - (3) carton feeding machine attendant;
 - (4) carton glueing machine attendant;
 - (5) carton liner machine attendant;
 - (6) clipper;
 - (7) exhaust box attendant;
 - (8) first-aid assistant;
 - (9) hammer mill attendant;
 - (10) passenger lift attendant;
 - (11) powder drying machine attendant;
 - (12) pumping machine operator;
 - (13) roasting pan attendant;
 - (14) sieving machine attendant;
 - (15) soldering by hand;
 - (16) stapling machine operator; (ciii)
- (lix) “grade IV employee” means an employee who is engaged in any one or more of the following capacities or activities—
- (1) adjusting labels defectively affixed to containers by machine or replacing damaged labels on containers;
 - (2) assembling, checking or packing printed matter;
 - (3) binding or strapping boxes or other containers by machine;
 - (4) closing containers by hand or non-mechanically powered machine;
 - (5) cooking rations;
 - (6) counting or packing articles, other than packing articles of uniform size and number into containers specially designed to contain them;
 - (7) feeding or taking-off from a grinding machine;
 - (8) fireman;
 - (9) goods lift attendant;
 - (10) joining fruit halves;
 - (11) knife sharpener;
 - (12) large container hand labeller;
 - (13) messenger;
 - (14) operating or attending any power-driven machine not elsewhere specifically mentioned in this clause;
 - (15) packing by hand manufactured articles into individual containers;
 - (16) packing glacé fruit or crystallized fruit individually by hand into containers;
 - (17) perforating labels;
 - (18) samp drier attendant;
 - (19) soup cooker;
 - (20) washing, ironing or mending overalls;
 - (21) weighing to a set scale or measuring to a pre-determined measure; (civ)
- (lx) “handyman” means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan; (xxxiii)
- (lxi) “industrial tractor driver” means an employee who is engaged in driving an industrial tractor towing one or more trailers within an establishment; (xxiii)
- (lxii) “laboratory assistant” means an employee who, under supervision, prepares samples, and who may make initial and routine tests and record the results thereof; (lvii)
- (lxiii) “labourer” means an employee who is engaged in any one or more of the following activities—
- (1) assisting an artisan by holding articles or tools or otherwise working with him, other than by the independent use of tools;
 - (2) assisting on delivery vehicles, other than driving or effecting repairs;
 - (3) binding, wiring or strapping boxes or other containers by hand;
 - (4) carrying, lifting, stacking, moving, loading or unloading;
 - (5) cleaning or washing, by hand, premises, machinery, tools, vehicles, furniture, utensils, dishes, bottles or other containers or articles;
 - (6) cracking nuts or kernels by hand;
 - (7) crowning, corking or placing any other stopper in or on containers by hand or non-power-driven machine;

- (lxxii) „onderbaas” ’n werknemer wat onder toesig van ’n voorman, assistentvoorman, voorvrou of toesighouer oor ’n groep arbeiders toesig hou; (xv)
- (lxxiii) „ondervinding” met betrekking tot—
- (a) ’n klerk (uitgesonderd ’n ontvangsklerk), die totale tydperk of tydperke wat ’n werknemer as ’n klerk in enige bedryf of in die diens van die Staat werk-saam was;
 - (b) ’n bakker, chemie-tegnikus, kruiemaker, fabrieksklerk, koskoker, macaronimaker, ontvangsklerk, werknemer graad I of werknemer graad II, die totale tydperk of tydperke wat ’n werknemer as bakker, chemie-tegnikus, kruiemaker, fabrieksklerk, koskoker, macaronimaker, ontvangsklerk, werknemer graad I of werknemer graad II in die Voedselnywerheid werksaam was;
 - (c) ’n fabrieksvragwabestuurder, bediener van ’n mobiele hystoestel of ’n handelsreisiger, die totale tydperk of tydperke wat ’n werknemer as fabrieksvragwabestuurder, bediener van ’n mobiele hystoestel of handelsreisiger, na gelang van die geval, in enige bedryf werksaam was; (xxxvi)
- (lxxiv) „ontvangsklerk” ’n werknemer wat daarvoor verantwoordelik is om vrugte of groente te ontvang, te weeg, te gradeer en die prys daarvan vas te stel; (lxxxvii)
- (lxxv) „oortyd” daardie gedeelte van enige tydperk wat ’n werknemer gedurende ’n week of op ’n dag, na gelang van die geval, vir sy werkgever werk en wat langer is as die onderskeie gewone werkure by klousule 5 (1) of (2) vir sodanige werknemer voorgeskryf, maar omvat dit nie ’n tydperk waarin ’n werknemer wie se gewone werkure in klousule 5 (1) voorgeskryf word, op ’n Sondag vir sy werkgever werk nie; (lxxxiii)
- (lxxvi) „oppasser van ’n ammoniakkompressorinstallasie” ’n werknemer wat in beheer is van ’n ammoniakkompressorinstallasie; (i)
- (lxxvii) „oppasser van retortdrukkoker” ’n werknemer wat in beheer is van een of meer retorte en wat verantwoordelik mag wees vir die drukking, temperatuur, kook en kooktyd van die produk wat ingemaak word; (lxxxviii)
- (lxxviii) „senior bestuurs- of administratiewe werknemer” ’n werknemer wat in opdrag van sy werkgever werk verrig wat verantwoordelikheid meebring vir die neem van besluite van ’n administratiewe aard in die uitvoering van die werksaamhede van ’n bedryfsinrigting; (lxxxix)
- (lxxix) „skofman” ’n werknemer wat in beheer van die hele droogmasjieninstallasie en van die werknemers wat in verband met sodanige installasie in diens is en wat daarvoor verantwoordelik is dat hulle hul pligte op ’n doeltreffende wyse uitvoer; (xc)
- (lxxx) „sleepwa” enige vervoermiddel wat deur ’n motorvoertuig getrek word; (xcviii)
- (lxxxi) „sopkoker” ’n werknemer wat sop vir eetlokaal doeleindes kook en daarvoor verantwoordelik is; (xciii)
- (lxxxii) „stoker” ’n werknemer wat, onder toesig van ’n ketelbediener, vure in stoomketels maak of aan die brand hou, met inbegrip van stook-, sny- en harkwerk; (xliii)
- (lxxxiii) „stroopmaker” ’n werknemer wat stroop tot ’n voorgeskrewe digtheid kook of opbou; (xcv)
- (lxxxiv) „stukwerk” ’n stelsel waarvolgens ’n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (lxxxv)
- (lxxxv) „tegniese of professionele werknemer” ’n werknemer wat in opdrag van sy werkgever werk van ’n tegniese of professionele aard verrig; (xcvii)
- (lxxxvi) „toesighoudende kokeroppasser” ’n werknemer wat by die bereiding van klaar voorbereide ontbytvoedsel, verantwoordelik is vir en toesig hou oor die insit van onverwerkte produkte in drukkokers, die meng of byvoeg van bestanddele volgens ’n formule, en wat die graad van gaarheid met die oog toets; (xxx)
- (lxxxvii) „toesighoudende oondoppasser” ’n werknemer wat, by die maak van klaar voorbereide ontbytvoedsel, die werk verrig en in beheer is van die maak van vlokke en verantwoordelik is vir die regte dikte, mate van braai en kleur van die vlokke; (lxxxii)
- (lxxxviii) „toesighouer” ’n werknemer, uitgesonderd ’n voorman, assistent-voorman, of voorvrou, wat toesig hou oor ’n groep of afdeling werknemers graad I, graad II, graad III of graad IV of onderbase of fabrieksklerke en wat oor arbeiders toesig mag hou; (xcvi)
- (8) cutting or slicing partly-processed or processed fruit by hand;
 - (9) delivering letters, messages or goods on foot or by means of a foot or hand propelled vehicle;
 - (10) dipping fruit or vegetables, cut or uncut, into liquids;
 - (11) feeding or taking off from a machine other than a grinding machine or conveyor belt;
 - (12) filling or emptying bags, bottles, casks, tins or other containers by hand;
 - (13) folding containers or paper;
 - (14) gardening work;
 - (15) grinding by hand;
 - (16) inserting liners, discs, rings or printed matter into lids or tins by hand;
 - (17) ladling;
 - (18) making, maintaining or drawing fires other than in steam boilers;
 - (19) making tea or similar beverages or serving tea or similar beverages to employees or his employer;
 - (20) oiling or greasing vehicles, other than motor vehicles;
 - (21) opening or closing doors or windows or bags, boxes, drums or other packages;
 - (22) operating a hand hoist;
 - (23) packing articles of uniform size and number into containers specially designed to contain them;
 - (24) packing prepared, raw, blanched or heated fruit or vegetables into containers or bottles;
 - (25) placing corks or wads in caps;
 - (26) pushing or pulling vehicles otherwise than with the use of mechanical devices;
 - (27) removing refuse, ash or scrap;
 - (28) repairing trays, boxes or crates by hand;
 - (29) rolling processed or partly processed fruit in sugar;
 - (30) rubber stamping or serial numbering, where no discretion is involved;
 - (31) setting-up by hand ready-made cardboard or fibre board boxes or similar containers;
 - (32) sieving by hand or feeding or emptying sieving machines;
 - (33) stencilling or marking (other than addressing by hand) bags, boxes, cartons or other containers or affixing ready addressed labels to boxes, cartons, drums or other packages;
 - (34) unpacking containers;
 - (35) washing, sorting, peeling, pricking, trimming, slicing, pitting, paring, coring or cutting fruit or vegetables by hand or non-mechanically powered machine; (iii)
- (lxiv) „large container hand labeller” means an employee who is engaged in labelling by hand containers of a capacity of over 2 lb.; (xxxiv)
- (lxv) „law” includes the common law; (cv)
- (lxvi) „macaroni maker” means an employee who is responsible for and engaged in making macaroni, vermicelli, spaghetti or noodles; (lx)
- (lxvii) „macaroni maker, qualified,” means a macaroni maker who has had not less than three years’ experience; (lxi)
- (lxviii) „macaroni maker, unqualified,” means a macaroni maker who has had less than three years’ experience; (lxii)
- (lxix) „machine attendant” means an employee who in connection with the articles being processed by an automatic machine performs some supplementary operation either before or after such articles enter the machine and “attending a machine” has a corresponding meaning; (lxiv)
- (lxx) „machine handyman” means an employee 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 do work normally performed by an artisan; (lxv)
- (lxxi) „machine operator” means an employee who—
- (1) in the case of a semi-automatic machine, places in position the article to be processed and applies the mechanical power by means of a hand lever or foot pedal and who may start and stop such machine;
 - (2) in the case of a non-mechanically powered machine places in position the article to be processed and applies the power required by means of a hand lever or foot pedal,
- and “operating a machine” has a corresponding meaning; (lxvi)

(lxxxix) „vathersteller” ’n werknemer wat vate of vaatjies herstel of aftakel of die kopstukke van vate of vaatjies verwyder of vervang en wat vate of vaatjies uit klaargemaakte duie inmekaar mag sit; (xiii)

(xc) „versendingsklerk” ’n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, weeg, verpakking, merk, adresseer of versending van goedere of pakkette; (xxxi)

(xci) „versorger van beskermende klere” ’n werknemer wat oorpakke, voorskote, handskoene, oorskoene, waterdigte jasse, of ander beskermende klere uitreik en die gebruik daarvan kontroleer, wat toesig mag hou oor die was, stryk en herstel van oorpakke en wat in beheer van ’n kleedkamer mag wees; (lxxxvi)

(xcii) „Voedselnywerheid” die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat geregistreer is of aan registrasie onderworpe is ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, met die doel om een of meer van die volgende produkte te vervaardig, verpak, konsentreer of te preserveer (deur middel van enige proses, uitgesonderd bevriesing)—

(a) geglaseerde of gekristalliseerde vrugte (behalwe gedroogde of gemaalde vrugte);

(b) blattang, atjar, mayonnaise of toebroodjiesmeer;

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

(d) souspoeier, sop (met inbegrip van klaar gemengde droë bestanddele wat by die maak van sop gebruik word), kerriepoeier of speserye;

(e) gekookte of rou macaroni, vermicelli, spaghetti of noedels;

(f) jellie, vlapoeier, blanc mange, kitsklaar nageregte, versiersuiker of roomspoeier;

(g) klaar voorbereide ontbytvoedsel;

en omvat verder alle werksaamhede wat met enigeen van voormelde bedrywighede in verband staan of daaruit voortspuit en omvat verder die vervaardiging van verpakking van kleinkinder- of invalidevoedsel indien dit in dieselfde bedryfsinrigting geskied waarin enigeen van die werksaamhede in (a) tot (g) genoem, uitgeoefen word, maar dit omvat nie die vervaardiging, verpakking, konsentrering of preserveering (deur middel van enige proses, uitgesonderd bevriesing) van die produkte in (b) en (c) hierbo gespesifiseer nie indien dit deur ’n werknemer op dieselfde perseel onderneem word in verband met ’n ander bedryf of bedrywe waarin sy werknemers op sodanige perseel, as groep geneem, hoofsaaklik werksaam is; (xlix)

(xciii) „vogtoetsers” ’n werknemer wat, by die vervaardiging van klaar voorbereide ontbytvoedsel, van tyd tot tyd die voginhoud van produkte wat uit ’n drooginstallasie kom, toets en die uitvloeitempo uit sodanige installasie reguleer ten einde die vereiste voginhoud te verkry; (lxxviii)

(xciv) „voorman” ’n werknemer wat aan die hoof staan van die werknemers in ’n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (l)

(xcv) „voorvrou” ’n vroulike werknemer wat, onder toesig van ’n voorman of ’n assistent-voorman, aan die hoof staan van die vroulike werknemers in ’n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte op ’n doeltreffende wyse uitvoer; (li)

(xcvi) „wag” ’n werknemer wat ’n perseel of eiendom bewaak; (cv)

(xcvii) „werknemer graad I” ’n werknemer wat in een of meer van die volgende hoedanighede diens doen—

(1) oppasser van ammoniakkompressorinstallasie;

(2) oppasser van ’n outomatiese dubbelnaatmasjien;

(3) oppasser van ’n outomatiese pakkietoedraaimasjien;

(4) vathersteller;

(5) toesighoudende kokeroppasser;

(6) laboratoriumassistent;

(7) toesighoudende mengmasjienoppasser;

(8) toesighoudende oondoppasser;

(9) bediener van half-outomatiese botteletikettermasjien;

(10) bediener van lugleë oond, roldroër of spreedroër; (lii)

(lxxii) „manager” means an employee who is charged by his employer with the overall—

(a) supervision over,

(b) responsibility for, and

(c) direction of,

the activities of an establishment and the employees engaged therein; (xiv)

(lxxiii) „measurer” means an employee, other than a grade IV employee, who is responsible for and engaged in weighing or measuring quantities of ingredients for manufacturing purposes; (i)

(lxxiv) „messenger” means an employee who is engaged in collecting or delivering messages or letters or packages not containing products of the establishment for delivery in the execution of orders and who may perform any writing in connection with such collecting or delivering and may operate an office stapling or duplicating machine; (xvi)

(lxxv) „mobile hoist operator” means an employee who is engaged in operating a mobile power-driven hoist, or forklift truck used in the loading, unloading, moving or stacking of goods; (x)

(lxxvi) „mobile hoist operator, qualified,” means a mobile hoist operator who has had not less than three months’ experience; (xi)

(lxxvii) „mobile hoist operator, unqualified,” means a mobile hoist operator who has had less than three months’ experience; (xii)

(lxxviii) „moisture tester” means an employee who, in the manufacture of ready-to-serve breakfast foods, periodically makes tests of the moisture content of products discharged from a drier plant and regulates the rate of discharge from such plant to give the required moisture content; (xciii)

(lxxix) „motor vehicle” means any power-driven vehicle used for conveying goods, other than travellers’ samples, and includes a mechanical horse and tractor but does not include a mobile hoist; (lxvii)

(lxxx) „night shift” means any period of work the major portion of which falls between 8 o’clock p.m. and 6 o’clock a.m.; (lxviii)

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

(lxxxii) „oven attendant-in-charge” means an employee who, in the manufacture of ready-to-serve breakfast foods, is engaged in and in charge of the flaking operations and is responsible for the proper thickness, blistering and colour of flakes; (lxxxvii)

(lxxxiii) „overtime” means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 5 (1) or (2), but does not include any period during which an employee whose ordinary hours of work are prescribed in clause 5 (1) works for his employer on a Sunday; (lxxv)

(lxxxiv) „part-time driver of a motor vehicle” means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purposes of this definition the expression “driving a motor vehicle” includes all periods of driving and any time spent by the driver, while in charge of the vehicle, on work connected with the vehicle or the load; (xxi)

(lxxxv) „piece-work” means any system under which an employee’s remuneration is based on the quantity or output of work done; (lxxxiv)

(lxxxvi) „protective clothing attendant” means an employee who is engaged in handing out and controlling the use of overalls, aprons, gloves, galoshes, waterproofs, or other protective clothing, who may supervise the washing, ironing and mending of overalls and who may be in charge of the cloakroom; (xci)

(lxxxvii) „receiving clerk” means an employee who is responsible for receiving, weighing, grading or pricing fruit or vegetables; (lxxiv)

(lxxxviii) „retort pressure cooker attendant” means an employee who is in charge of one or more retorts and who may be responsible for the pressures, temperatures, cooking and cooking time of the products to be processed; (lxxvii)

- (xcviii) „werknemer graad I, gekwalifiseerd,” ’n werknemer graad I met minstens nege maande ondervinding; (liii)
- (xcix) „werknemer graad I, ongekwalifiseerd,” ’n werknemer graad I met minder as nege maande ondervinding; (liv)
- (c) „werknemer graad II” ’n werknemer wat in een of meer van die volgende hoedanighede diens doen of een of meer van die volgende werksaamhede verrig—
- (1) kookpanoppasser;
 - (2) eetlokaalkok;
 - (3) maalmasjienoppasser;
 - (4) afmeter;
 - (5) mengmasjienbediener;
 - (6) vogtoetser;
 - (7) oppasser van ’n houervulmasjien;
 - (8) ’n nie-meganies aangedrewe hitteverseëlmasjien bedien;
 - (9) ’n nie-meganies aangedrewe pakkietoedraaimasjien bedien;
 - (10) oppasser van ’n retortdrukkoker;
 - (11) etikette met die hand op klein houers aanbring;
 - (12) stroopmaker;
 - (13) bediener van ’n groentesnymasjien;
 - (14) pakkette weeg; (lv)
- (ci) „werknemer graad II, gekwalifiseerd,” ’n werknemer graad II met minstens ses maande ondervinding; (lvi)
- (cii) „werknemer graad II, ongekwalifiseerd,” ’n werknemer graad II met minder as ses maande ondervinding; (lvii)
- (ciii) „werknemer graad III” ’n werknemer wat in een of meer van die volgende hoedanighede diens doen of een of meer van die volgende werksaamhede verrig—
- (1) assistent-kokeroppasser;
 - (2) assistent-oondoppasser;
 - (3) kartonvoermasjienoppasser;
 - (4) kartongommasjienoppasser;
 - (5) kartonvoeringmasjienoppasser;
 - (6) knipper;
 - (7) afvoerpotoppasser;
 - (8) eerstehulpassistent;
 - (9) hamermeuloppasser;
 - (10) passasiershysbakbediener;
 - (11) poeierdroogmaakmasjienoppasser;
 - (12) pompmasjienbediener;
 - (13) braaipanoppasser;
 - (14) sifmasjienoppasser;
 - (15) met die hand soldeer;
 - (16) krammasjienbediener; (lviii)
- (civ) „werknemer graad IV” ’n werknemer wat in een of meer van die volgende hoedanighede diens doen of een of meer van die volgende werksaamhede verrig—
- (1) etikette wat deur ’n masjien verkeerd opgeplak is regskuif of beskadigde etikette op houers vervang;
 - (2) drukwerk byeenbring, nagaan of verpak;
 - (3) kiste of ander houers vasbind of bande met ’n masjien omsit;
 - (4) houers met die hand of nie-meganies aangedrewe masjien toemaak;
 - (5) rantsoene kook;
 - (6) artikels tel of verpak, uitgesonderd die verpakking van artikels van eenvormige grootte en getal in houers wat spesiaal gemaak is om sodanige artikels te bevat;
 - (7) ’n maalmasjien voer of daarvan afneem;
 - (8) stoker;
 - (9) goederehysbakbediener;
 - (10) die helftes van vrugte saamvoeg;
 - (11) messlyper;
 - (12) etikette met die hand op groot houers aanbring;
 - (13) bode;
 - (14) enige kragmasjien bedien of oppas wat nie elders in hierdie klousule spesifiek genoem word nie;
 - (15) vervaardigde artikels met die hand in afsonderlike houers verpak;
 - (16) geglaseerde of versuikerde vrugte afsonderlik met die hand in houers verpak;
- (lxxxix) “senior managerial or administrative employee” means an employee who is charged by his employer with the performance of work entailing responsibility for taking decisions of an administrative character in the conduct of the activities of an establishment; (lxxviii)
- (xc) “shiftsman” means an employee who is in charge of the complete drying machine plant and of the employees employed in connection with such plant and who is responsible for the efficient performance by them of their duties; (lxxix)
- (xci) “short-time” means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials or railway trucks, vagaries of the weather, a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (l)
- (xcii) “small container hand labeller” means an employee who is engaged in affixing full size labels by hand to containers with a capacity of 2 lb. or less, but does not include the adjustment of labels defectively affixed by machine or the replacing of damaged labels; (xl)
- (xciii) “soup cooker” means an employee who is responsible for and engaged in cooking soup for canteen purposes; (lxxxi)
- (xciv) “storeman” means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch; (lxiii)
- (xcv) “syrupmaker” means an employee who is engaged in boiling or building up syrup to a prescribed density; (lxxxiii)
- (xcvi) “supervisor” means an employee, other than a foreman, assistant foreman or forewoman, who supervises a group or section of grade I, grade II, grade III or grade IV employees or chargehands or factory clerks and who may supervise labourers; (lxxxviii)
- (xcvii) “technical or professional employee” means an employee who is charged by his employer with the performance of work of a technical or professional character; (lxxxv)
- (xcviii) “trailer” means any conveyance drawn by a motor vehicle; (lxxx)
- (xcix) “traveller” means an employee who, as a travelling representative of an establishment and on behalf of such establishment, invites, canvasses or solicits orders from persons for the sale or supply to them of goods; (xxxv)
- (c) “traveller, qualified,” means a traveller who has had not less than four years’ experience; (xxxvi)
- (ci) “traveller, unqualified,” means a traveller who has had less than four years’ experience; (xxxvii)
- (cii) “traveller’s assistant” means an employee who accompanies a traveller and assists him in packing unpacking or displaying his samples and who may drive the motor vehicle used by the traveller in the performance of his duties; (xxxviii)
- (ciii) “unladen weight” means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two- or three-wheeled motor cycle, motor scooter or auto-cycle or a cycle fitted with an auxiliary engine the unladen weight shall be deemed not to exceed 1,000 lb.; (lxxi)
- (civ) “wage” means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided—
- (i) 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;
 - (ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided

- (17) etikette perforeer;
 (18) oppasser van 'n stampmieliedroër;
 (19) sopkoker;
 (20) oorpakke was, stryk of heelmaak;
 (21) met 'n gestelde skaal weeg of met 'n voorafbepaalde maat meet; (lix)

(cv) „wet” ook die gemene reg. (lxv)

(2) By die toepassing van hierdie Vasstelling word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

3. BESOLDIGING

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

(a)

	In alle gebiede Per week
	R
Ambagsman	40.00
Assistent-voorman	34.00
Bakker, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding	15.00
gedurende die tweede jaar ondervinding	20.00
gedurende die derde jaar ondervinding	25.00
Bakker, gekwalifiseerd	30.00
Koper	38.20
Chemie-tenikus, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding	15.00
gedurende die tweede jaar ondervinding	18.50
gedurende die derde jaar ondervinding	22.00
gedurende die vierde jaar ondervinding	25.50
gedurende die vyfde jaar ondervinding	29.00
Chemie-tenikus, gekwalifiseerd	33.00
Klerk, vrou, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding	11.08
Gedurende die tweede jaar ondervinding	13.04
Gedurende die derde jaar ondervinding	15.00
Gedurende die vierde jaar ondervinding	16.96
Klerk, vrou, gekwalifiseerd	18.92
Klerk, man, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding	12.00
gedurende die tweede jaar ondervinding	15.46
gedurende die derde jaar ondervinding	18.92
gedurende die vierde jaar ondervinding	22.38
gedurende die vyfde jaar ondervinding	25.85
Klerk, man, gekwalifiseerd	29.54
Kruiemaker, ongekwalifiseerd—	
gedurende die eerste ses maande ondervinding	14.50
gedurende die tweede ses maande ondervinding	15.90
gedurende die derde ses maande ondervinding	17.70
gedurende die vierde ses maande ondervinding	19.55
Kruiemaker, gekwalifiseerd	21.65
Fabrieksvragwabestuurder, ongekwalifiseerd	9.50
Fabrieksvragwabestuurder, gekwalifiseerd	11.30
Eerstehulpbediener	20.00
Koskoker, ongekwalifiseerd—	
gedurende die eerste ses maande ondervinding	14.50
gedurende die tweede ses maande ondervinding	15.90
gedurende die derde ses maande ondervinding	17.70
gedurende die vierde ses maande ondervinding	19.55
Koskoker, gekwalifiseerd	21.62
Voorman	42.00
Voorvrou	25.00
Macaronimaker, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding	15.00
gedurende die tweede jaar ondervinding	20.00
gedurende die derde jaar ondervinding	25.00
Macaronimaker, gekwalifiseerd	30.00
Masjienfaktotum	21.65
Skofman	26.00
Toesighouer	18.00
Handelsreisiger, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding	30.00
gedurende die tweede jaar ondervinding	32.55
gedurende die derde jaar ondervinding	35.10
gedurende die vierde jaar ondervinding	37.65
Handelsreisiger, gekwalifiseerd	40.40
Handelsreisiger se assistent	12.00

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;

(iii) that in the case of a duty driver it does not include any payments due in respect of his work as such; (lviii)

(cv) “watchman” means an employee who is engaged in guarding premises or property. (xcvi)

(2) For the purpose of this Determination an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

3. REMUNERATION

(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out hereunder:

(a)

	In All Areas Per week
	R
Artisan	40.00
Assistant foreman	34.00
Baker, unqualified—	
during the first year of experience	15.00
during the second year of experience	20.00
during the third year of experience	25.00
Baker, qualified	30.00
Buyer	38.20
Chemical technician, unqualified—	
during the first year of experience	15.00
during the second year of experience	18.50
during the third year of experience	22.00
during the fourth year of experience	25.50
during the fifth year of experience	29.00
Chemical technician, qualified	33.00
Clerk, female, unqualified—	
during the first year of experience	11.08
during the second year of experience	13.04
during the third year of experience	15.00
during the fourth year of experience	16.96
Clerk, female, qualified	18.92
Clerk, male, unqualified—	
during the first year of experience	12.00
during the second year of experience	15.46
during the third year of experience	18.92
during the fourth year of experience	22.38
during the fifth year of experience	25.85
Clerk, male, qualified	29.54
Condiment maker, unqualified—	
during the first six months of experience	14.50
during the second six months of experience	15.90
during the third six months of experience	17.70
during the fourth six months of experience	19.55
Condiment maker, qualified	21.65
Factory truck driver, unqualified	9.50
Factory truck driver, qualified	11.30
First-aid attendant	20.00
Food boiler, unqualified—	
during the first six months of experience	14.50
during the second six months of experience	15.90
during the third six months of experience	17.70
during the fourth six months of experience	19.55
Food boiler, qualified	21.62
Foreman	42.00
Forewoman	25.00
Macaroni maker, unqualified—	
during the first year of experience	15.00
during the second year of experience	20.00
during the third year of experience	25.00
Macaroni maker, qualified	30.00
Machine handyman	21.65
Shiftsman	26.00
Supervisor	18.00
Traveller, unqualified—	
during the first year of experience	30.00
during the second year of experience	32.55
during the third year of experience	35.10
during the fourth year of experience	37.65
Traveller, qualified	40.40
Traveller's assistant	12.00

(b)

	In die landdrosdistrikte Bellville, Simonstad, Die Kaap en Wynberg	In die landdrosdistrikte Port Elizabeth, Durban, Inanda, Pinetown, Vanderbijlpark, Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, Vereeniging en Westonaria	In die landdrosdistrikte Bloemfontein, Oos-Londen, Welkom, Pietermaritzburg, Virginia, Odendaalsrus, Paarl, Somerset-Wes, Stellenbosch, Strand, Kimberley, Klerksdorp, Wellington en Worcester	In Alle ander gebiede
	<i>Per week</i> R	<i>Per week</i> R	<i>Per week</i> R	<i>Per week</i> R
Ketelbediener	10.00	9.50	9.00	8.50
Onderbaas	10.00	9.50	9.00	8.50
Fabrieksklerk, ongekwalifiseerd— gedurende die eerste ses maande ondervinding	10.50	10.50	10.50	10.50
gedurende die tweede ses maande ondervinding	12.00	12.00	12.00	12.00
Fabrieksklerk, gekwalifiseerd	13.50	13.50	13.50	13.50
Werknemer graad I, ongekwalifiseerd— gedurende die eerste drie maande ondervinding	11.50	11.00	10.50	10.00
gedurende die tweede drie maande ondervinding	12.00	11.50	11.00	10.50
gedurende die derde drie maande ondervinding	12.50	12.00	11.50	11.00
Werknemer graad I, gekwalifiseerd	13.00	12.50	12.00	11.50
Werknemer graad II, ongekwalifiseerd— gedurende die eerste drie maande ondervinding	10.50	10.00	9.50	9.00
gedurende die tweede drie maande ondervinding	11.00	10.50	10.00	9.50
Werknemer graad II, gekwalifiseerd	11.50	11.00	10.50	10.00
Werknemer graad III	10.50	10.00	9.50	9.00
Werknemer graad IV, vrou	6.85	6.50	6.15	5.80
Werknemer graad IV, man	9.75	9.25	8.75	8.25
Faktotum	16.50	16.00	15.50	15.00
Arbeider, vrou, 18 jaar of ouer	6.30	5.95	4.90	4.20
Arbeider, vrou, onder 18 jaar	4.75	4.45	3.70	3.15
Arbeider, man, 18 jaar of ouer	9.00	8.50	7.00	6.00
Arbeider, man, onder 18 jaar	6.30	5.95	4.90	4.20
Bediener van 'n mobiele hystoestel, ongekwalifiseerd	10.00	9.50	9.00	8.50
Bediener van 'n mobiele hystoestel, gekwalifiseerd	12.00	11.50	11.00	10.50
Versorger van beskermende klere	10.00	9.50	9.00	8.50
Wag	10.00	9.50	9.00	8.50
Werknemer nie elders in hierdie subklousule gemeld nie	9.75	9.25	8.75	8.25

(c)

	In die landdrosdistrikte Bellville, Oos-Londen, Port Elizabeth, Simonstad, Die Kaap, Wynberg, Durban, Inanda, Pinetown, Bloemfontein, Vanderbijlpark, Welkom, Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, Vereeniging en Westonaria	In alle ander gebiede
	<i>Per week</i> R	<i>Per week</i> R
Chauffeur	11.30	10.10
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig saam met die onbelaste gewig van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word— (i) hoogstens 1,000 lb. is	11.50	9.40
(ii) meer as 1,000 lb. maar hoogstens 6,000 lb. is	16.10	13.60
(iii) meer as 6,000 lb. maar hoogstens 10,000 lb. is	20.00	15.65
(iv) meer as 10,000 lb. is	24.00	19.30
Deeltydse bestuurder van 'n motorvoertuig	11.30	10.12

(b)

	In the Magisterial Districts of Bellville, Simonstown, The Cape and Wynberg	In the Magisterial Districts of Port Elizabeth, Durban, Inanda, Pinetown, Vanderbijlpark, Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, Vereeniging and Westonaria	In the Magisterial Districts of Bloemfontein, East London, Welkom, Pietermaritzburg, Virginia, Odenaalsrus, Paarl, Somerset West, Stellenbosch, Strand, Kimberley, Klerksdorp, Wellington and Worcester	In All Other Areas
	<i>Per week</i> R	<i>Per week</i> R	<i>Per week</i> R	<i>Per week</i> R
Boiler attendant	10.00	9.50	9.00	8.50
Chargehand	10.00	9.50	9.00	8.50
Factory clerk, unqualified— during the first six months of experience	10.50	10.50	10.50	10.50
during the second six months of experience	12.00	12.00	12.00	12.00
Factory clerk, qualified	13.50	13.50	13.50	13.50
Grade I employee, unqualified— during the first three months of experience	11.50	11.00	10.50	10.00
during the second three months of experience	12.00	11.50	11.00	10.50
during the third three months of experience	12.50	12.00	11.50	11.00
Grade I employee, qualified	13.00	12.50	12.00	11.50
Grade II employee, unqualified— during the first three months of experience	10.50	10.00	9.50	9.00
during the second three months of experience	11.00	10.50	10.00	9.50
Grade II employee, qualified	11.50	11.00	10.50	10.00
Grade III employee	10.50	10.00	9.50	9.00
Grade IV employee, female	6.85	6.50	6.15	5.80
Grade IV employee, male	9.75	9.25	8.75	8.25
Handyman	16.50	16.00	15.50	15.00
Labourer, female, of the age of 18 years or over	6.30	5.95	4.90	4.20
Labourer, female, under the age of 18 years	4.75	4.45	3.70	3.15
Labourer, male, of the age of 18 years or over	9.00	8.50	7.00	6.00
Labourer, male, under the age of 18 years	6.30	5.95	4.90	4.20
Mobile hoist operator, unqualified	10.00	9.50	9.00	8.50
Mobile hoist operator, qualified	12.00	11.50	11.00	10.50
Protective clothing attendant	10.00	9.50	9.00	8.50
Watchman	10.00	9.50	9.00	8.50
Employee not specifically mentioned in this subclause.	9.75	9.25	8.75	8.25

(c)

	In the Magisterial Districts of Bellville, East London, Port Elizabeth, Simonstown, The Cape, Wynberg, Durban, Inanda, Pinetown, Bloemfontein, Vanderbijlpark, Welkom, Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, Vereeniging and Westonaria	In All Other Areas
	<i>Per week</i> R	<i>Per week</i> R
Chauffeur	11.30	10.10
Driver of a motor vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle— (i) does not exceed 1,000 lb.	11.50	9.40
(ii) exceeds 1,000 lb. but does not exceed 6,000 lb.	16.10	13.60
(iii) exceeds 6,000 lb. but does not exceed 10,000 lb.	20.00	15.65
(iv) exceeds 10,000 lb.	24.00	19.30
Part-time driver of a motor vehicle	11.30	10.12

(d) *Diensdrywer*.—'n Diensdrywer moet, benewens enige ander besoldiging aan hom verskuldig, betaal word teen 'n tarief van minstens 40 sent vir elke uur of deel van 'n uur waarin hy as diensdrywer diens verrig behoudens 'n minimum van minstens 80 sent op enige dag waarop hy as diensdrywer diens doen.

(e) *Los werknemer*.—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat waar die werkgewer van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking „weekloon” beteken die weekloon wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word, en voorts met dien verstande dat, waar die werkgewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens vyftig persent verminder mag word.

(2) *Kontrakgrondslag*.—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklike grondslag berus en, behoudens die bepalinge van klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

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

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

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

by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer betaal—

(i) in die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër tarief; en

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op dié kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande dat—

(i) die bepalinge van hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus;

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

(4) *Loonberekening*.—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone weeklikse werkure wat by klousule 5 vir 'n werknemer van sy klas voorgeskryf word.

(b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—

(i) vyf, in die geval van 'n werknemer wat normaalweg vyf dae per week werk;

(ii) ses, in die geval van alle ander werknemers.

(c) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.

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

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

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

(i) waar die silinderinhoud van die voertuig waarmee die werknemer aldus gereis het hoogstens 1,250 c.c. is: 7½ sent;

(d) *Duty driver*.—A duty driver shall, in addition to any other remuneration due to him, be paid at a rate of not less than 40 cents for each hour or part of an hour spent in driving as a duty driver subject to a minimum of not less than 80 cents on any day on which duty driving is done by him.

(e) *Casual employee*.—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed the expression “weekly wage” shall mean the weekly wage prescribed for a qualified employee of that class and provided further that, where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than fifty per cent.

(2) *Basis of contract*.—For the purpose 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), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read 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 in terms of clause 5 or less.

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

(a) a wage higher than that of his own class, or

(b) a rising scale of wages terminating in a wage higher than that of his own class,

is prescribed in subclause (1), shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate, and,

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided that—

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

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

(4) *Calculation of wages*.—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of ordinary weekly hours of work prescribed in clause 5 for an employee of his class.

(b) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by—

(i) five, in the case of an employee who works a five-day week;

(ii) six, in the case of every other employee.

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

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

(a) a buyer or traveller who uses his employer's motor transport or who is required to travel by train or any other means of conveyance 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 purpose of this subclause the cost of overnight garaging of motor transport shall be deemed to be a transport expense;

(b) a buyer or traveller who is required to provide motor transport for the performance of his duties, his employer shall pay him a transport allowance for each mile travelled in the performance of his duties of not less than in the case of—

(i) where the engine capacity of the vehicle in which the employee so travelled, does not exceed 1,250 c.c.: 7½ cents;

- (ii) waar die silinderinhoud van sodanige voertuig meer as 1,250 c.c. maar hoogstens 2,500 c.c. is: 8½ sent;
- (iii) waar die silinderinhoud van sodanige voertuig meer as 2,500 c.c. is: 11 sent.

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

- (a) 'n koper of 'n handelsreisiger wat op enige reis wat hy in die uitvoering van sy pligte onderneem, vir 'n langer tydperk as ses agtereenvolgende ure van sy woonplek en sy werkgever se bedryfsinrigting afwesig is—
 - (i) moet sy werkgever hom alle redelike uitgawes vergoed wat hy in elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangegaan het;
 - (ii) moet sy werkgever hom 'n onderhoudstoelae van minstens vier rand vyftig sent vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;
- (b) 'n handelsreisiger se assistent wat, wanneer hy 'n handelsreisiger vergesel op enige reis wat die handelsreisiger in die uitvoering van sy pligte onderneem, vir 'n langer tydperk as ses agtereenvolgende ure van sy woonplek en sy werkgever se bedryfsinrigting afwesig is—
 - (i) moet sy werkgever hom alle redelike uitgawes vergoed wat hy in elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangegaan het;
 - (ii) moet sy werkgever hom 'n onderhoudstoelae van minstens een rand en twintig sent vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;

Met dien verstande dat by die toepassing van hierdie subklousule die uitdrukking „nag” die tydperk tussen 11-uur nm. en 4-uur vm. beteken.

(7) (a) 'n Werkgever moet alle toelae 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, indien nie.

(b) 'n Werkgever kan van sy koper of handelsreisiger vereis om elke eis so op te stel dat dit weergee—

- (i) in die geval van 'n eis ingevolge subklousule (5) (a), die soort vervoer en die vervoerkoste of die aard van alle ander uitgawes waarvoor hy vergoeding eis;
- (ii) in die geval van 'n eis ingevolge subklousule (5) (b), die mylafstand wat hy elke dag afgelê het, die plekke wat besoek is en, uitgesonderd in munisipale gebiede, die roete wat gevolg is;
- (iii) in die geval van 'n eis ingevolge subklousule (6), die tyd waarop elke tydperk van afwesigheid begin en geëindig het, en ten einde aan so 'n vereiste te kan voldoen, moet sy werkgever, voordat sodanige reis deur sodanige koper of handelsreisiger onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word.

(8) *Besoldiging vir nagskofwerk.*—'n Werknemer, uitgesonderd 'n wag, wat nagskofwerk verrig, moet vir elke skof minstens sy dagloon plus tien persent betaal word.

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

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepalings van klousules 3 (7) en 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, of binne vyftien minute nadat die werk gestaak is, op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal of by diensbeëindiging as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëlde koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

- (a) die werkgever se naam;
- (b) die werknemer se naam of sy nommer op die betaalstaat en sy beroep;
- (c) die getal gewone werkure wat die werknemer gewerk het;
- (d) die getal ure wat die werknemer oortyd gewerk het;
- (e) die getal ure wat die werknemer op 'n Sondag, 'n openbare vakansiedag of gedurende sy vry periode gewerk het;
- (f) die werknemer se loon;
- (g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (h) besonderhede van enige bedrag wat afgetrek is;
- (i) die werklike bedrag wat aan die werknemer betaal word; en

- (ii) where the engine capacity of such vehicle exceeds 1,250 c.c. but not 2,500 c.c.: 8½ cents;
- (iii) where the engine capacity of such vehicle exceeds 2,500 c.c.: 11 cents.

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

- (a) a buyer or traveller who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—
 - (i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
 - (ii) pay him a subsistence allowance of not less than four rand fifty cents for each night where such absence extends over one or more nights;
- (b) a traveller's assistant who, accompanying a traveller on any journey undertaken by the traveller in the performance of his duties, is absent from the place of his residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—
 - (i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
 - (ii) pay him a subsistence allowance of not less than one rand twenty cents for each night where such absence extends over one or more nights;

Provided that for the purpose of this subclause the expression “night” means the period between 11 o'clock p.m. and 4 o'clock a.m.

(7) (a) Any allowances and expenses payable to an employee in terms of subclauses (5) and (6) shall be paid by an employer within seven days of the employee's written claim therefor: Provided that an employee shall submit any such claims within one month of entitlement but shall not submit more than one claim in any one week.

(b) An employer may require his buyer or traveller to frame any claim so that it shall reflect—

- (i) in respect of any claim in terms of subclause (5) (a), the mode of travel employed and the transport expenses incurred or the nature of any other expense for which reimbursement is claimed;
- (ii) in respect of any claim in terms of subclause (5) (b), the mileage travelled each day, the points of call and, except in municipal areas, the route followed;
- (iii) in respect of any claim in terms of subclause (6), the times of commencement and ending of each period of absence;

and to enable him to comply with such a requirement, his employer shall, before any such journey is undertaken by such buyer or traveller, provide him with a suitable book or forms in or on which to maintain suitable records.

(8) *Night Shift Remuneration.*—An employee, other than a watchman, employed on night shift shall be paid for each such shift not less than his daily wage plus ten per cent.

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

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee in cash or by cheque monthly during the hours of work or within fifteen minutes of ceasing work, on the usual pay-day of the establishment for such employee 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 occupation;
- (c) the number of ordinary hours of work worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the number of hours worked by the employee on a Sunday, a public holiday or during his free period;
- (f) the employee's wage;
- (g) the details of any other remuneration arising out of the employee's employment;
- (h) the details of any deductions made;
- (i) the actual amount paid to the employee; and

(j) die tydperk waarvoor die betaling geskied; en sodanige koefert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat—

- (i) voornoemde inligting betreffende tyd gewerk nie verstrekkend hoef te word aan 'n werknemer wat ingevolge klousule 5 (9) (b) van die werkbepalings uitgesluit is nie;
- (ii) op die skriftelike versoek van 'n werknemer, die bedrag aan hom verskuldig gestort mag word op sy bouvereniging- of bankrekening deur die werkgever wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig.

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

(3) *Premies*.—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgever betaal of deur hom aangeneem word nie.

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

(5) *Kos en huisvesting*.—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om kos of huisvesting of kos en huisvesting van hom of van enigiemand anders of op 'n plek deur hom aangewys, aan te neem nie.

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

- (a) met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfondse, of vir ledegedelde van vakverenigings;
- (b) behoudens andersluidende bepalings in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
- (c) enige bedrag wat 'n werkgever regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;
- (d) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en huisvesting of kos of huisvesting van sy werkgever aan te neem, 'n bedrag van hoogstens—

Per week Per maand

R R

(i) Kos	0.80	3.47
(ii) Huisvesting	0.40	1.73
(iii) Kos en huisvesting	1.20	5.20;

- (e) wanneer die gewone werkure by klousule 5 voorgeskryf, weens korttyd verminder word, 'n bedrag van hoogstens die werknemer (uitgesonderd 'n los werknemer) se uurloon vir elke uur van sodanige vermindering: Met dien verstande dat—

- (i) sodanige aftrekking hoogstens een derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;
- (ii) geen aftrekking ten opsigte van korttyd wat deur 'n slappe in die bedryf of 'n tekort aan grondstowwe of spoorwegtrokke ontstaan, geskied nie tensy die werkgever sy werknemer op die vorige werkdag kennis gee het van sy voorneme om die gewone werkure te verminder;
- (iii) geen aftrekking ten opsigte van korttyd geskied vir die eerste uur waarin daar nie gewerk word nie weens 'n onklaarraking van masjinerie of installasie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word as gevolg van 'n ongeluk of ander onvoorsiene noodgeval, tensy die werkgever sy werknemer op die vorige dag kennis gee het dat daar geen werk sal wees nie;
- (f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike owerheid betaal het aan die huur van 'n huis of aan huisvesting in 'n tehuis wat die werknemer in 'n lokaal of Bantoeoordorp onder die beheer van so 'n raad of ander plaaslike owerheid bewoon.

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

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

(j) the period in respect of which payment is made; 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 information in connection with time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (b);
- (ii) at the written request of an employee the amount due to him may be paid into his building society or bank account by his employer who shall hand to him the relevant receipt together with the aforementioned statement.

(2) *Casual employee*.—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment.

(3) *Premiums*.—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an 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) *Board and lodging*.—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

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

- (a) with the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;
- (b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- (d) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder—

Per week Per month

R R

(i) Board	0.80	3.47
(ii) Lodging	0.40	1.73
(iii) Board and lodging	1.20	5.20;

- (e) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction not exceeding the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided that—

- (i) such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
- (ii) no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials or railway trucks unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
- (iii) no deduction shall be made in the case of short-time owing to a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen emergency in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;
- (f) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such council or other local authority.

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

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

- (a) in die geval van 'n werknemer wat ses dae per week werk—
 (i) ses-en-veertig in 'n week van Maandag tot en met Saterdag; en
 (ii) behoudens die bepalings van subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigen van die ander dae tot agt en 'n half verleng kan word;
- (b) in die geval van 'n werknemer wat vyf dae per week werk—
 (i) ses-en-veertig in 'n week van Maandag tot en met Vrydag; en
 (ii) behoudens die bepalings van subparagraaf (i) hiervan, nege en 'n kwart op 'n dag.
- (2) 'n Werkgewer mag nie van 'n los werknemer vereis of hom toelaat om meer gewone werkure as agt en 'n half op 'n dag te werk nie.
- (3) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—
 (i) 'n werkgewer met sy werknemer ooreen mag kom om die duur van sodanige pouse tot uiters 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelings-inspekteur, Departement van Arbeid, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkomste, kan die pouse aldus verkort word;
 (ii) werktydperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoedsbepaling (i) of (vi) van toepassing is, geag word aaneenlopend te wees;
 (iii) as sodanige pouse langer as een uur is, behalwe waar voorbehoedsbepaling (iv) van toepassing is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;
 (iv) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik persele of passasiersvoertuie skoonmaak, waar sodanige pouse langer as drie uur is, enige tyd wat daardie pouse te bowe gaan, geag word deel van die gewone werkure uit te maak;
 (v) alleenlik een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;
 (vi) wanneer daar, vanweë oortyd wat gewerk is, van 'n werk-gewer vereis word om op enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse op versoek van die werknemer tot vyftien minute verkort mag word;
 (vii) 'n bestuurder van 'n motorvoertuig 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.
- (4) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke werktydperk in die voor- en namiddag, aan elkeen van sy werknemers 'n ruspouse van minstens tien minute toestaan waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en daar word geag dat so 'n pouse deel van die gewone werkure van so 'n werknemer uitmaak.
- (5) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalings van subklousules (3) en (4), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.
- (6) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—
 (a) in die geval van 'n los werknemer, twee uur op 'n dag;
 (b) in die geval van 'n ander werknemer, tien uur in 'n week.
- (7) *Vroulike werknemers.*—Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgewer nie van 'n vroulike werknemer vereis of haar toelaat om—
 (a) tussen 6-uur nm. en 6-uur vm. te werk nie;
 (b) op meer as vyf dae in 'n week na 1-uur nm. te werk nie;
 (c) meer as twee uur oortyd op 'n dag te werk nie, behalwe dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk, maar dan só dat die oortydwerk nie tien uur in enige week te bowe gaan nie;
 (d) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;
 (e) op meer as sestig dae in 'n jaar oortyd te werk nie;
 (f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd te werk nie tensy hy—
 (i) sodanige werknemer voor die middag kennis daarvan gegee het; of
 (ii) sodanige werknemer van 'n toereikende ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of
 (iii) sodanige werknemer minstens vyf-en-twintig sent betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

- (a) in the case of an employee who works a six-day week—
 (i) forty-six in any week from Monday to Saturday, inclusive; and
 (ii) subject to subparagraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight-and-one-half;
- (b) in the case of an employee who works a five-day week—
 (i) forty-six in any week from Monday to Friday, inclusive; and
 (ii) subject to subparagraph (i) hereof, nine-and-one-quarter on any day.
- (2) An employer shall not require or permit a casual employee to work more ordinary hours of work than eight-and-one-half on any day.
- (3) *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—
 (i) an employer may agree with his employee to reduce the period of such interval to not less than half-an-hour, and in that event, and after the employer has informed the Divisional Inspector, Department of Labour, for his area, in writing of such agreement, the interval may be so reduced;
 (ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) or (vi) applies, shall be deemed to be continuous;
 (iii) if such interval be longer than one hour, except when proviso (iv) applies, any period in excess of one-and-one-quarter hours shall be deemed to be time worked;
 (iv) in the case of an employee who is wholly or mainly engaged in cleaning premises or vehicles used for the transportation of passengers, if such interval be longer than three hours, any period in excess of three hours shall be deemed to form part of the ordinary hours of work;
 (v) 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;
 (vi) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to fifteen minutes;
 (vii) a driver of a motor vehicle, who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this subclause not to have worked during such interval.
- (4) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes as nearly as practicable in the middle of each morning and afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.
- (5) *Hours of work to be consecutive.*—Save as provided in sub-clauses (3) and (4), all hours of work of an employee on any day shall be consecutive.
- (6) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime for more than—
 (a) in the case of a casual employee, two hours on any day;
 (b) in the case of any other employee, ten hours in any week.
- (7) *Female employees.*—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work—
 (a) between 6 o'clock p.m. and 6 o'clock a.m.;
 (b) after 1 o'clock p.m. on more than five days a week;
 (c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday, but so that ten hours are not exceeded in any week;
 (d) overtime on more than three consecutive days in any week;
 (e) overtime on more than sixty days in any year;
 (f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 (i) before midday given notice thereof to such employee; or
 (ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or
 (iii) paid such employee not less than twenty-five cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(8) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen minstens—

- (a) in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemers op enige dag gewerk;
- (b) in die geval van 'n ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in enige week gewerk.

(9) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule is nie op 'n koper, 'n handelsreisiger of 'n handelsreisiger se assistent van toepassing nie.

(b) Die bepalinge van hierdie klousule is nie op 'n voorman of op 'n senior bestuurs- of administratiewe werknemer of 'n tegniek of professionele werknemer van toepassing indien en solank so 'n werknemer gereeld 'n loon van minstens R200.00 per maand ontvang.

(c) Die bepalinge van subklousule (3), (4), (5) en (6) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.

(d) Die bepalinge van subklousule (4) is nie op 'n chauffeur, 'n bestuurder van 'n motorvoertuig of 'n arbeider wat sodanige bestuurder op sy rondtes vergesel, van toepassing nie.

(e) Die bepalinge van hierdie klousule is nie op 'n werknemer ten opsigte van enige tyd wat hy aan sy werk as diensdrywer bestee, van toepassing nie.

(f) Die bepalinge van hierdie klousule is nie op 'n wag wie se werkgewer hom 'n vry periode van minstens vier-en-twintig agtereenvolgende ure ten opsigte van elke week diens toestaan, van toepassing nie: Met dien verstande dat—

- (i) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;
- (ii) 'n werkgewer, in plaas daarvan dat hy sodanige vry periode aan sy wag toestaan, sodanige wag dié loon mag betaal wat hy sou ontvang het indien hy nie gedurende sodanige periode gewerk het nie, plus 'n bedrag van minstens dubbel sy dagloon ten opsigte van sodanige vry periode wat nie toegestaan is nie.

6. JAARLIKSE VERLOF

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

- (a) in die geval van 'n koper, 'n handelsreisiger, 'n handelsreisiger se assistent of 'n wag, een-en-twintig agtereenvolgende dae;
- (b) in die geval van enige ander werknemer, veertien agtereenvolgende dae;

en moet hy sodanige werknemer ten opsigte van sodanige verlof betaal—

- (i) in die geval van 'n werknemer in paragraaf (a) vermeld, 'n bedrag van minstens drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het;
- (ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens twee maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het:

Met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n handelsreisiger wat kommissiewerk doen, bereken word deur die besoldiging wat uit hoofde van sy ooreenkoms ingevolge klousule 9 (7) aan hom betaalbaar is ten opsigte van die twaalf maande onmiddellik voor die datum waarop die verlof hom toekom, deur twee-en-veertig te deel of, indien hy minder as twaalf maande aldus gewerk het, deur die totale besoldiging wat aldus vir sodanige dien tydperk aan hom betaalbaar is, deur die getal voltooide weke in sodanige tydperk te deel: Met dien verstande voorts dat by die toepassing van hierdie klousule die weekloon van 'n werknemer wat stukwerk verrig, bereken word op die grondslag uiteengesit in artikel 20 (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

(2) Die verlof by subklousule (1) voorgeskryf, moet verleen word op 'n tyd wat die werkgewer bepaal: Met dien verstande dat—

- (i) as sodanige verlof nie eerder verleen is nie, dit, behoudens die bepalinge van subklousule (3), so verleen moet word dat dit binne vier maande begin na voltooiing van die twaalf maande diens waarop dit betrekking het; of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet verleen met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;
- (ii) die tydperk van verlof nie met siekteverlof wat ingevolge klousule 7 verleen is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, mag saamval nie;

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

- (a) in the case of a casual employee, one-and-one-third times his ordinary wage in respect of the total period so worked by such employee on any day;
- (b) in the case of any other employee, one-and-one-third times his ordinary wage in respect of the total period so worked by such employee in any week.

(9) *Savings.*—(a) The provisions of this clause shall not apply to a buyer, a traveller or a traveller's assistant.

(b) The provisions of this clause shall not apply to a foreman or to a senior managerial or administrative employee or to a technical or professional employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R200 per month.

(c) The provisions of subclauses (3), (4), (5) and (6) shall not apply to an employee while he is engaged on emergency work.

(d) The provisions of subclause (4) shall not apply to a chauffeur, a driver of a motor vehicle or a labourer who accompanies such driver on his rounds.

(e) The provisions of this clause shall not apply to an employee in respect of any time spent by him in performing his work as a duty driver.

(f) The provisions of this clause shall not apply to a watchman whose employer grants him a free period of twenty-four consecutive hours in respect of every week of employment: Provided that—

- (i) he makes no deduction from his watchman's wage in respect thereof;
- (ii) an employer may, in lieu of granting his watchman any such free period, pay such watchman the wage which he would have received if he had not worked during such period, plus an amount of not less than double his daily wage in respect of such period not granted.

6. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of twelve months of employment with him—

(a) in the case of a buyer, traveller, traveller's assistant or watchman, twenty-one consecutive days' leave,

(b) in the case of every other employee, fourteen consecutive days' leave,

and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), 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;

(ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced:

Provided that for the purpose of this clause the weekly wage of a traveller who is employed on commission work shall be calculated by dividing the remuneration payable to him by virtue of his agreement in accordance with clause 9 (7) in respect of the twelve months immediately preceding the date of the accrual of his leave by fifty-two or if he has had less than twelve months of such employment, by dividing the total remuneration so payable to him during his period of such employment by the number of completed weeks in such period: Provided further that for the purpose of this clause the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section 20 (5) of the Factories, Machinery and Building Work Act, 1941.

(2) The leave prescribed in subclause (1) shall be granted at a time to be fixed by the employer: Provided that—

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the twelve 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 may grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

(ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees in writing, with any period of military training under the Defence Act, 1957;

- (iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;
- (iv) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van twaalf maande diens waarop die verloftydperk betrekking het, van sodanige verloftyd kan aftrek.

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

- (i) dat sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en
- (ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.

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

(4) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

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

- (a) in die geval van 'n werknemer in paragraaf (a) van subklousule (1) bedoel, een vierde van die weekloon; en
- (b) in die geval van 'n werknemer in paragraaf (b) van subklousule (1) bedoel, een sesde van die weekloon;

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen het, 'n eweredige bedrag kan aftrek; en voorts met dien verstande dat 'n werknemer—

- (i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of
- (ii) wat sy diens sonder 'n regsgeldige rede verlaat; of
- (iii) wat sonder kennisgewing deur sy werkgewer ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is;

op geen betaling uit hoofde van hierdie subklousule geregtig is nie.

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

(7) By die toepassing van hierdie klousule word die uitdrukking „diens” geag te omvat—

- (a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 12 betaal in plaas van kennis te gee;
- (b) enige tydperk wat 'n werknemer afwesig is—
 - (i) met verlof ingevolge hierdie klousule;
 - (ii) met siekteverlof ingevolge klousule 7;
 - (iii) op las of versoek van sy werkgewer;
 en wel tot 'n totaal, in enige jaar, van hoogstens tien weke; en
- (c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings tydperk as diens te eis nie;

en word diens geag te begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vasstelling, 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;

- (iii) if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said 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;
- (iv) 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 twelve months of employment to which the period of leave relates.

(3) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than twenty-four months of employment; Provided—

- (i) that the request is made by such employee not later than four months after the expiration of the first period of twelve months of employment to which the leave relates, and
- (ii) that 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) The provisions of subclause (2) shall *mutatis mutandis* apply to the leave referred to in this subclause.

(4) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3), shall be paid not later than the last work day before the date of commencement of the leave.

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

- (a) in the case of an employee referred to in paragraph (a) of subclause (1), one-fourth, and,
- (b) in the case of an employee referred to in paragraph (b) of subclause (1), one-sixth,

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to subclause (2) and provided further that an employee—

- (i) who leaves his employer without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient; or
- (iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

shall not be entitled to any payment by virtue of this subclause.

(6) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (3), and whose employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.

(7) For the purpose of this clause the expression “employment” shall be deemed to include—

- (a) any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice;
- (b) any period during which an employee is absent—
 - (i) on leave in terms of this clause;
 - (ii) on sick leave in terms of clause 7;
 - (iii) on the instructions or at the request of his employer, amounting in the aggregate in any year to not more than ten weeks; and
- (c) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training,

and employment shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

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

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

(8) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgever vir die doel van jaarlikse verlof, te eniger tyd, maar hoogstens een maal in 'n tydperk van twaalf maande, sy bedryfsinrigting of 'n deel van sy bedryfsinrigting sluit vir veertien agtereenvolgende dae plus alle addisionele dae wat moontlik uit hoofde van die derde voorbehoedsbepaling van subklousule (2) daarby gevoeg moet word.

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting of deel van 'n bedryfsinrigting waarin hy ingevolde paragraaf (a) werksaam is, nie op die volle tydperk van die jaarlikse verlof voorgeskryf by subklousule (1) (b), geregig is nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgever betaal word op die grondslag in subklousule (5) vermeld, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting of deel van die bedryfsinrigting, na gelang van die geval, aldus sluit.

7. SIEKTEVERLOF

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

(a) in die geval van 'n werknemer wat normaalweg vyf dae per week werk, altesaam minstens twintig werkdade, en

(b) in die geval van enige ander werknemer, altesaam minstens vier-en-twintig werkdade

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

(i) gedurende die eerste vier-en-twintig agtereenvolgende maande diens, 'n werknemer nie op meer siekteverlof met volle betaling geregig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdade, na gelang van die geval, in elke tydkring van vier-en-twintig maande diens aan hom betaal sal word, behalwe dat, gedurende die eerste vier-en-twintig maande wat die werknemer bydraes betaal, die gewaarborgde koers verlaag kan word maar nie tot minder nie as die aanwaskoers vermeld in die eerste voorbehoedsbepaling van hierdie subklousule;

(iii) waar 'n werkgever ingevolde 'n wet gelde vir hospitaal- of mediese behandeling 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 ingevolde hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

(iv) indien daar by 'n ander wet van 'n werkgever vereis word om 'n werknemer sy volle loon te betaal ten opsigte van 'n tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalings van hierdie klousule nie van toepassing is nie.

(2) 'n Werkgever mag, 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 'n tydperk van langer as drie agtereenvolgende dae; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag,

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolde hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom mag vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

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

(iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of twelve months, close his establishment or portion thereof for fourteen consecutive days plus any additional days that may have to be added by virtue of the third proviso to subclause (2).

(b) An employee who at the date of the closing of an establishment or the portion thereof in which he is employed in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in subclause (1) (b) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (5), and for the purpose of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment, or portion thereof, as the case may be.

7. SICK LEAVE

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

(a) in the case of an employee who normally works a five-day week, not less than twenty work days', and

(b) in the case of every other employee, not less than twenty-four work days',

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

(i) in the first twenty-four 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 a five-day 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) this clause shall not apply 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 not less than in the aggregate the equivalent of his wage for twenty or twenty-four work days, as the case may be, in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate may be reduced but to not less than the rate of accrual set out in the first proviso to this subclause;

(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) if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.

(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 a period covering more than three consecutive days; or

(b) on the work day immediately preceding or the work day immediately succeeding a Sunday or New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day,

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

(3) Wanneer 'n werknemer gedurende die eerste tydkring van vier-en-twintig maande diens by dieselfde werkgever weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde tydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hy ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.

(4) 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;

(bb) op las of versoek van sy werkgever;

(cc) met siekteverlof ingevolge subklousule (1), en wat in enige jaar altesaam hoogstens tien weke be-
loep, en

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings-
tydperk as diens te eis nie,

en word enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum van inwerkingtreding van hierdie Vasstelling geag diens ingevolge hierdie Vasstelling te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Vasstelling verleen te wees;

(b) beteken „ongeskiktheid” onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE EN SONDAE

(1) Behoudens die bepalings van klousules 4 (6) en 6 (2), moet 'n werkgever aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-
dag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-
dag of Kersdag werk, moet sy werkgever hom, behoudens die bepalings van klousule 4 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat, waar daar van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag word dat hy vier uur gewerk het.

(3) Wanneer 'n werknemer op 'n Sondag werk, moet sy werk-
gever of—

(a) die werknemer—

(i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen minstens dubbel sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon betaal, en wel die bedrag wat die grootste is; of

(b) hom teen minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne sewe dae vanaf sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat, waar daar van sodanige werknemer vereis of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, daar geag moet word dat hy vier uur gewerk het.

(4) Die bepalings van subklousules (2) en (3) is nie van toepas-
sing nie—

(a) op 'n koper, 'n handelsreisiger, 'n handelsreisiger se assistent, 'n los werknemer of 'n wag;

(b) op 'n diensdrywer ten opsigte van sy werk as sodanig op 'n Sondag of 'n openbare vakansiedag;

(c) op 'n werknemer wat ingevolge klousule 5 (9) (b) van die werkurebepalings uitgesluit is.

(3) Where, during the first cycle of twenty-four months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid in respect of only such leave as has accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

(4) For the purpose 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;

(bb) on the instructions or at the request of his employer,

(cc) on sick leave in terms of subclause (1), amounting in the aggregate, in any year, to not more than ten weeks, and

(ii) any period during which an employee is absent under-
going military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training,

and any period of employment which an employee has had with the same employer immediately before the date of the coming into force of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, 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 sick-
ness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) Subject to the provisions of clauses 4 (6) and 6 (2), if an employee, other than a casual employee, does not work on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, his employer shall pay him for the week in which such day falls not less than his weekly wage.

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day his employer shall, save as provided in clause 4 (6), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage for each hour or part of an hour worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day he shall be deemed to have worked for four hours.

(3) Whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee—

(i) if he so works for a period not exceeding four hours, not less than his daily wage;

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

(b) pay him at a rate not less than one-and-one-third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.

(4) The provisions of subclauses (2) and (3) shall not apply—

(a) to a buyer, a traveller, a traveller's assistant, a casual employee or a watchman;

(b) to a duty driver in respect of his work as such on a Sunday or a public holiday;

(c) to an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (b)

9. STUKWERK EN KOMMISSIEWERK

(1) 'n Werkgewer mag, nadat hy minstens een week vooraf kennis aan sy werknemer, uitgesonderd 'n handelsreisiger, gegee het, 'n stukwerkstelsel invoer, en sodanige werkgewer moet, behoudens die bepalings van klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgewer, ongeag die hoeveelheid werk wat verrig is, die werknemer moet betaal—

- (a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, vir elke week waarin stukwerk verrig word, minstens die bedrag wat hy so 'n werknemer vir daardie week sou moes betaal het as hy hom 'n tydloon betaal het;
- (b) in die geval van 'n los werknemer, vir elke dag waarop stukwerk verrig word, minstens die bedrag wat hy so 'n werknemer vir daardie dag sou moes betaal het as hy hom 'n tydloon betaal het.

(2) 'n Werkgewer moet 'n lys van die besoldiging bedoel in subklousule (1), op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.

(3) '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 kennisgewingtermyn 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.

(4) Ondanks andersluidende bepalings in hierdie klousule, hoef 'n werkgewer nie 'n los werknemer kennis te gee van sy voorneme om 'n stukwerkstelsel in te voer of af te skaf of te wysig nie.

(5) 'n Handelsreisiger wat volgens 'n ooreenkoms met sy werkgewer kommissiewerk onderneem, moet, voordat sodanige werk begin, deur sy werkgewer voorsien word van 'n juiste kopie van die ooreenkoms of 'n verklaring wat die bepalings van die ooreenkoms bevat en wat moet insluit—

- (a) die week- of maandloon aan die handelsreisiger betaalbaar, indien sodanige loon hoër is as dié wat by klousule 3 (1) vir so 'n handelsreisiger voorgeskryf word, asook die kommissietarief of -tariewe en die voorwaardes waarop hy die reg daarop verkry;
 - (b) die dag van die week of maand waarop die verdiende kommissie verskuldig en betaalbaar is;
 - (c) die gebied waarin daar van die handelsreisiger vereis word of hy toegelaat word om te werk;
 - (d) die tipe, beskrywing, getal, hoeveelheid of waarde van die bestellings (individueel, wekeliks, maandeliks of hoe ook al) wat die werkgewer van tyd tot tyd bereid is om te aanvaar; en
 - (e) die dag waarop die kommissie op bestellings wat die werkgewer voor die beëindiging van die dienskontrak aanvaar het, betaal moet word: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is.
- (6) Die bepalings van die ooreenkoms wat in subklousule (5) bedoel word, mag vir die handelsreisiger geldelik nie minder voordelig as die betrokke bepalings van hierdie Vasstelling wees nie: Met dien verstande dat die besoldiging van 'n handelsreisiger wat kommissiewerk verrig, betaalbaar is op die dag wat in die ooreenkoms bepaal word, en in hierdie opsig is die bepalings van klousule 4 (1) nie op sodanige betaling van toepassing nie.
- (7) Behoudens die bepalings van klousule 4 (6), moet 'n werkgewer sy handelsreisiger wat kommissiewerk onderneem, minstens die besoldiging betaal waaroor hulle ooreengekom het: Met dien verstande dat, ongeag die getal of waarde van die bestellings wat die werkgewer aanvaar, die besoldiging van so 'n handelsreisiger vir elke tydperk nie minder mag wees nie as dié wat ingevolge klousule 3 (1) vir daardie tydperk aan hom verskuldig sou wees.

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

10. GETALSVIRHOUDING

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

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

9. PIECE-WORK AND COMMISSION WORK

(1) An employer may, after at least one week's notice to his employee, other than a traveller, introduce any piece-work system and, save as provided in clause 4 (6), such employer shall pay his employee, who is employed on such piece-work system, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than—

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

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in sub-clause (1).

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

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

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

- (a) the weekly or monthly wage payable to the traveller, where such wage is higher than that prescribed in clause 3 (1) for such traveller, and the rate or rates of the commission and the conditions of entitlement thereto;
- (b) the day of the week or month on which commission earned is due and payable;
- (c) the area in which the traveller is required or permitted to work;
- (d) the type, description, number, quantity or value of orders (individual, weekly, monthly or otherwise) which the employer is from time to time prepared to accept; and
- (e) the day of payment of commission in respect of orders accepted by the employer 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.

(6) The terms of the agreement referred to in subclause (5) shall be financially not less favourable to the traveller than the relative terms of this Determination: Provided that the remuneration of a traveller on commission work shall be payable on the day stipulated in the agreement, and in this respect the provisions of clause 4 (1) shall not apply to such payment.

(7) Save as provided in clause 4 (6), an employer shall pay to his traveller who is employed on commission work remuneration at not less than the rate agreed upon between them: Provided that, irrespective of the number or value of orders accepted by the employer, the remuneration of such traveller in respect of any period shall be not less than that which would be due to him for that period in terms of clause 3 (1).

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

10. PROPORTION OR RATIO

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

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

- (3) By die toepassing van hierdie klousule—
- (a) word daar beskou dat 'n werkgewer of bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n werknemer graad I of werknemer graad II verrig, 'n gekwalifiseerde werknemer in sodanige klas is;
- (b) word daar beskou dat 'n ongekwalifiseerde werknemer wat 'n loon ontvang van minstens die loon wat vir 'n gekwalifiseerde werknemer van sy klas en gebied voorgeskryf is, 'n gekwalifiseerde werknemer is.
- (4) Hierdie klousule is afsonderlik op elke bedryfsinrigting van toepassing.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer. Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende klere te was of te was en te stryk en in so 'n geval moet die werkgewer so 'n werknemer 'n toelae van minstens 25 sent per week betaal.

12. BEÏNDIGING VAN DIENSKONTRAK

- (1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—
- (a) gedurende die eerste vier weke diens, minstens een werkdag,
- (b) na die eerste vier weke diens, minstens een week, vooraf kennis van die beëindiging van die kontrak gee 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—
- (i) in die geval van een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval van een week kennisgewing, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat—

- (i) die reg van 'n werkgewer of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n 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;
- (iii) die werking van 'n verbeuring of boete wat regens van toepassing mag wees op 'n werknemer wat dros;
- nie hierdeur geraak word nie: Met dien verstande voorts dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd en die werkgewer hom betaal in plaas van kennis te gee, die uitdrukking „ten tyde van sodanige beëindiging ontvang” geag word te beteken „ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie”.

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling 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, mag op enige werkdag geskied: Met dien verstande dat—

- (i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;
- (ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 kennis gegee mag word nie.

(4) Ondanks andersluidende bepalinge in hierdie Vasstelling mag 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee.

13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgewer by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien

(3) For the purposes of this clause—

- (a) an employee or manager who is wholly or mainly engaged in the work of a grade I employee or grade II employee, may be deemed to be a qualified employee in such class;
- (b) an unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his class and area may be deemed to be a qualified employee.
- (4) This clause shall apply separately to each establishment.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash or wash and iron any such uniform, overall or protective clothing in which event the employer shall pay such employee an allowance of not less than 25 cents every week.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

notice of termination of contract, 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—

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

Provided that this shall not affect—

- (i) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) 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;
- (iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts:

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

(2) Where there is an agreement in terms of the second proviso 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) may be given on any work day: Provided that—

- (i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;
- (ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.

(4) Notwithstanding anything to the contrary in this Determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Determination, an amount of not more than that which such employee would have had to pay him in lieu of notice.

13. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the ground of desertion or where the employee is a casual employee, the employer shall upon termination of any contract of employment furnish the employee with a certificate

wat wesenlik die vorm het soos in die Bylae van hierdie Vastelling voorgeskryf en wat die volle name van die werkgewer en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld.

14. VERBOD OP INDIENSNEMING

'n Werkgewer mag niemand onder die leeftyd van vyftien jaar in diens neem nie.

15. LOGBOEK

(1) 'n Werkgewer moet sy bestuurder van 'n motorvoertuig of sy deeltydse bestuurder van 'n motorvoertuig voorsien van 'n logboek wat sover doenlik die volgende vorm het—

DAAGLIKSE LOG

Naam van werkgewer
 Naam van bestuurder van motorvoertuig
 Datum
 Tyd waarop werk begin het vm./nm.
 Tyd waarop werk opgehou het vm./nm.
 Getal ure gewerk
 Etenstye van vm./nm. tot vm./nm.
 Besonderhede omtrent enige ongeluk of vertraging

(Handtekening van bestuurder
van motorvoertuig)

Datum 19.....

(2) Elke bestuurder van 'n motorvoertuig of deeltydse bestuurder van 'n motorvoertuig moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse log in duplo hou en binne vier-en-twintig uur na voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan by sy werkgewer indien, en by die toepassing van hierdie klousule slaan die uitdrukking „werk” ten opsigte van 'n deeltydse bestuurder van 'n motorvoertuig slegs op „'n motorvoertuig bestuur” soos dit in die woordomskrywing van hierdie klas werknemer omskryf word.

(3) Elke werkgewer moet die kopie van die daaglikse log wat ingevolge subklousule (2) by hom ingedien is, drie jaar lank na sodanige indiening bewaar.

BYLAE

Ek/Ons (a)
 wat die Voedselnywerheid beoefen te
 verklaar hierby dat
 in my/ons (a) diens was van die
 dag van 19..... tot die
 dag van 19..... as (b)
 By diensbeëindiging was sy/haar (a) loon rand
 sent per week/maand (a).
 (Handtekening van werkgewer
of gemagtigde verteenwoordiger).

Datum 19.....

- (a) Skrap wat nie van toepassing is nie.
 (b) Meld die beroep waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv., klerk, arbeider.

of service substantially in the form prescribed in the Schedule to this Determination, showing the full names of the employer and of the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination.

14. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of fifteen years.

15. LOG-BOOK

(1) An employer shall provide his driver of a motor vehicle or his part-time driver of a motor vehicle with a log-book as nearly as practicable in the following form—

DAILY LOG

Name of employer
 Name of driver
 Date
 Time of starting work a.m./p.m.
 Time of finishing work a.m./p.m.
 Number of hours worked.....
 Meal hours from a.m./p.m. to a.m./p.m.
 Particulars of any accident or delay

Date 19.....

(Signature of driver)

(2) Every driver of a motor vehicle or part-time driver of a motor vehicle shall, in the log-book referred to in subclause (1), keep a daily log in duplicate in respect of each day's work and shall within twenty-four hours of the completion of the day's work to which it relates deliver a copy thereof to his employer, and for the purpose of this clause the expression “work” in relation to a part-time driver of a motor vehicle shall refer only to “driving a motor vehicle” as defined in the definition of this class of employee.

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

SCHEDULE

I/We (a)
 carrying on trade in the Food Industry at
 hereby certify that
 was employed by me/us (a) from the
 day of 19..... to the
 day of 19..... as (b)
 At the termination of employment his/her (a) wage was
 rand cents
 per week/month (a).

(Signature of Employer
or Authorised Representative)

Date.....

- (a) Delete whichever inapplicable.
 (b) State occupation in which employee was wholly or mainly engaged, e.g. clerk, labourer.

No. R.3107.]

[15 Augustus 1969.]

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG**

**VOEDSELNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA**

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Loonvasstelling vir die Voedselnywerheid, Republiek van Suid-Afrika, gepubliseer by Goewermentskennisgewing No. R.3106 van 15 Augustus 1969 oor die algemeen vir werknemers wie se werkkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

OPMERKING.—Hierdie kennisgewing het nie die uitwerking om die toepassing van artikel 20 (3) van die Wet ten opsigte van Republiekdag op te skort nie.

No. R.3108.]

[15 Augustus 1969.]

LOONWET, 1957

**INTREKKING VAN LOONVASSTELLINGS
NOS. 145 EN 180**

Ek, MARAIS VILJOEN, Minister van Arbeid, trek hierby kragtens artikel 16 van die Loonwet, 1957, met ingang van die 8e dag van September 1969 al die bepalings van die vasstellings genoem in die Bylae hiervan in.

M. VILJOEN,
Minister van Arbeid.

BYLAE

1. Loonvasstelling No. 145 vir die Blikkiesmelk-, Room- en Voedingsmiddelenywerheid, Republiek van Suid-Afrika, gepubliseer by Goewermentskennisgewing No. 137 van 23 Januarie 1948.

2. Loonvasstelling No. 180 vir die Voedselnywerheid, Republiek van Suid-Afrika, gepubliseer by Goewermentskennisgewing No. 1665 van 7 November 1958.

No. R.3107.]

[15th August, 1969]

**FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED**

FOOD INDUSTRY, REPUBLIC OF SOUTH AFRICA

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Wage Determination for the Food Industry, Republic of South Africa, published under Government Notice No. R.3106 of the 15th August, 1969, on the whole to be not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act.

M. VILJOEN,
Minister of Labour.

NOTE.—This notice shall not have the effect of suspending the operation of section 20 (3) of the Act in respect of Republic Day.

No. R.3108.]

[15th August, 1969]

WAGE ACT, 1957

**CANCELLATION OF WAGE DETERMINATIONS
NOS. 145 AND 180**

I, MARAIS VILJOEN, Minister of Labour, hereby, in terms of section 16 of the Wage Act, 1957, cancel with effect from the 8th day of September, 1969, all the provisions of the determinations mentioned in the Schedule hereto.

M. VILJOEN,
Minister of Labour.

SCHEDULE

1. Wage Determination No. 145 for the Condensed Milk, Cream and Food Products Industry, Republic of South Africa, published under Government Notice No. 137 of 23rd January, 1948.

2. Wage Determination No. 180 for the Food Industry, Republic of South Africa, published under Government Notice No. 1665 of 7th November, 1958.

INHOUD.**Departement van Arbeid.****GOEWERMENSKENNISGEWINGS.**

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