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VAN DIE REPUBLIEK VAN SUID-AFRIKA

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GOVERNMENT GAZETTE

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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. 422

19 Maart 1976

LOONWET, 1957

VLEISBEDRYF, BLOEMFONTEIN, KIMBERLEY EN WELKOM

In opdrag van die Minister van Arbeid word almal wie se belange regstreeks of onregstreeks geraak word deur die aanbeveling wat die Loonraad aan die Minister voorgelê het en wat in die Bylae hiervan verskyn, hierby ooreenkomstig artikel 13 (1) (a) van die Loonwet, 1957, versoek om, as hulle besware het teen die maak van 'n vasstelling ooreenkomstig die aanbeveling, daardie besware binne 30 dae na die publikasie van hierdie kennisgewing skriftelik by die Sekretaris van Arbeid, Privaatsak X117, Pretoria, 0001, in te dien.

Opmerking.—Die loonraadverslag wat op hierdie aanbeveling betrekking het, is beskikbaar vir insae by die kantore van die Afdelingsinspekteurs, Departement van Arbeid, Bloemfontein, Durban, George, Johannesburg, Kaapstad, Kimberley, Oos-Londen, Port Elizabeth en Pretoria. *Persone wat besware indien in 'n ander vorm as in manuskrip, word versoek om sewe afskrifte van hulle besware en sewe afskrifte van alle bygaande dokumente te verstrek.*

BYLAE

AANBEVELING AAN SY EDELE DIE MINISTER VAN ARBEID DEUR AFDELING B VAN DIE LOONRAAD VLEISBEDRYF, BLOEMFONTEIN, KIMBERLEY EN WELKOM

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op al die werkgewers en al hul werknemers in die Vleisbedryf in die munisipale gebiede Bloemfontein, Kimberley en Welkom.

2. WOORDOMSKRYWING

(a) 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—

(1) "ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordskrywing beteken die uitdrukking

45023—A

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. 422

19 March 1976

WAGE ACT, 1957

MEAT TRADE, BLOEMFONTEIN, KIMBERLEY AND WELKOM

By direction of the Minister of Labour, all persons whose interests may be affected directly or indirectly by the recommendation which has been submitted to the Minister by the Wage Board and which appears in the Schedule hereto and who have any objections to the making of a determination in accordance with the recommendation are hereby, in terms of section 13 (1) (a) of the Wage Act, 1957, invited to lodge such objections in writing with the Secretary for Labour, Private Bag X117, Pretoria, 0001, within 30 days after publication of this notice.

Note.—The report of the Wage Board pertaining to this recommendation is available for inspection at the offices of the Divisional Inspectors, Department of Labour, Bloemfontein, Cape Town, Durban, East London, George, Johannesburg, Kimberley, Port Elizabeth and Pretoria. *Persone lodging objections other than in manuscript are requested to furnish seven copies of the statement of objections and seven copies of any accompanying documents.*

SCHEDULE

RECOMMENDATION TO THE HONOURABLE THE MINISTER OF LABOUR BY DIVISION B OF THE WAGE BOARD

MEAT TRADE, BLOEMFONTEIN, KIMBERLEY AND WELKOM

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all the employers and all their employees, in the Meat Trade in the municipal areas of Bloemfontein, Kimberley and Welkom.

2. DEFINITIONS

(a) 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—

(1) "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

5023—1

"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 vaardigheidstifikaat 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;

(2) "blokman" 'n werknemer, uitgesonderd 'n blokmanassistent of 'n verkoopster, wat in enige bedryfsinrigting in die Vleisbedryf vleis bedoel vir verkoop in die kleinhandel opsy of wat in 'n bedryfsinrigting in die kleinhandelvleisbedryf klante bedien en in sodanige bedryfsinrigting bestellings mag opmaak en enige ander soort werk mag verrig;

(3) "blokmanassistent" 'n werknemer wat karkasse uitmeekaarmaak of wat vleis vir verkoop aan Nie-Blankes onder die algemene toesig van 'n gekwalifiseerde blokman opsy en wat vleis uitsluitlik aan Nie-Blankes mag verkoop;

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

(5) "klerk" 'n werknemer wat skryf-, tik-, lisseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, magasynman, versendingsklerk en 'n telefoonskakebordoperateur, 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;

(6) "besteller" 'n werknemer wat in diens is om goedere, briewe of boodskappe af te lever of bestellings van klante op te neem, uitgesonderd met 'n motorvoertuig, en wat kontant by K.B.A.-verkope mag ontvang;

(7) "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, massameting, verpakking, merk, adresseer of versending van goedere of pakkette;

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

(9) "noodwerk" enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal, of 'n onklaarraking van installasie of masjinerie sonder versuim gedoen moet word, en enige werk in verband met die laai of aflaai van spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Havens;

(10) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Vleisbedryf in diens is;

(11) "ondervinding", met betrekking tot—

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

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

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

(13) "voormansslagman" 'n slagman wat in algemene beheer is van slagwerksaamhede in 'n bedryfsinrigting, of deel daarvan, waar minstens een ander slagman in diens is;

(14) "arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Op afleweringvoertuie help;

(b) kiste of ander houers toemaak of met draad of hoepels vasmaak;

(c) goedere, huide, vleis, velle, gerei of ander artikels dra, ophys, verplaas, opstapel of toedraai, uitgesonderd met kragaan-gedrewe toestelle;

(d) persele of voertuie, installasie, masjinerie, gereedskap, gerei of ander artikels skoonmaak of was;

(e) diere skoonmaak of karkasse was;

(f) afval, huide of velle skoonmaak;

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;

(2) "blockman" means an employee, other than a blockman's assistant or a saleswoman, who in any establishment in the Meat Trade cuts up meat intended for sale by retail or who, in an establishment in the retail meat trade, serves customers and who may make up orders or perform any other duties in such establishment;

(3) "blockman's assistant" means an employee who breaks down carcasses or who, under the general supervision of a qualified blockman, cuts up meat for sale to Non-Whites and who may sell meat exclusively to Non-Whites;

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

(5) "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 and a telephone switch-board 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;

(6) "delivery employee" means an employee who is engaged in delivering goods, letters or messages or collecting orders from customers otherwise than by means of a motor vehicle and who may receive cash in the case of C.O.D. sales;

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

(8) "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;

(9) "emergency work" means 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 and any work in connection with the loading or unloading of trucks or vehicles of the South African Railways and Harbours;

(10) "establishment" means any premises in or in connection with which one or more employees are employed in the Meat Trade;

(11) "experience" means in relation to—

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

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

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

(13) "foreman slaughterman" means a slaughterman who is in general charge of slaughtering operations in an establishment, or portion thereof, in which at least one other slaughterman is employed;

(14) "labourer" means an employee who is engaged in any one or more of the following activities:

(a) Assisting on delivery vehicles;

(b) binding, wiring or strapping boxes or other containers;

(c) carrying, hoisting, moving, stacking or wrapping goods, hides, meat, skins, utensils or other articles, other than by power-driven devices;

(d) cleaning or washing premises or vehicles, plant, machinery, tools, utensils or other articles;

(e) cleaning animals or washing carcasses;

(f) cleaning offal, hides or skins;

- (g) vleis vir maal stukkend sny, vleis van bene afsny, vleis-meule voer of leegmaak;
- (h) karkasse onthoring;
- (i) houters of papier vou;
- (j) tuinwerk;
- (k) diere in- of uitspan;
- (l) pluimvee slag, pluk of skoonmaak of vis skoonmaak;
- (m) geboue of strukture afwit;
- (n) vleis of ander goedere of lewende hawe laai of aflai;
- (o) vure maak of aan die brand hou, of vullis of as verwyder;
- (p) nie-kragangedrewe voertuie olie of smeer;
- (q) deure of kiste, bale, dromme of ander houters oop- of toemaak;
- (r) 'n handhysmasjien bedien;
- (s) 'n voertuig stoot of trek, uitgesonderd met 'n kragangedrewe toestel;
- (t) goedere op 'n bewegende vervoerband of platform plaas of daarvan afneem;
- (u) karkasse vierendeel;
- (v) herhaaldelik volgens 'n voorafgestelde massa massameet;
- (w) vleis, huide of velle insout;
- (x) houters of pakkies sjabloneer, merk of van etikette voorsien mits geen keuse of oordeel vereis word nie;
- (y) worskunsderms oopvou of wors of polonies vasbind, sop-vleis in stukke saag, bene saag of stukkend kap, vet in stukke sny of smelt of vet met masjiene maal;
- (z) uniforms, oorpakke of ander beskermende klere was;
- (aa) vleis toedraai of pakkies verseël;
- (15) "wet" ook die gemene reg;
- (16) "lewende hawe" enige bul, koei, vers, os, tollie, kalf, skaap, lam, bok, vark, perd, donkie, wildsbok of ander vier-voetige diere wat bedoel is vir menslike verbruik, en sluit pluimvee in;
- (17) "plaaslike owerhede" afdelingsrade, stadsrade, munisipale rade en soortgelyke instellings of liggame wat in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961), beoog word;
- (18) "massameter en prysbepaler" 'n werknemer wat vooraf gesnyde of verwerkte vleis wat in pakkies toegedraai en verseël is, massameet en die prys bepaal en wat sodanige vleis mag toedraai of sodanige pakkies mag verseël;
- (19) "vleis" vleis wat vir menslike verbruik bedoel is, en omvat dit wilds-, perde-, donkie- en konynvleis asook die vleis van pluimvee;
- (20) "Vleisbedryf"—
- (a) die slag van lewende hawe;
- (b) die hantering, voorbereiding, preservering, verkoop of verspreiding van vleis deur enige persoon van wie ooreenkomstig 'n proklamasie gepubliseer ingevolge artikel 14 van die Bemarkingswet, 1968 (Wet 59 van 1968), vereis word om by die Raad van Beheer oor die Vee- en Vleisnywerheid geregistreer te wees, of die besigheid om vleis in enige hoeveelheid in 'n winkel te verkoop of vir verkoop aan te bied of uit te stal;
- (c) die verkoop van wors, polonies, afval, ham, spek, eiers, botter, pluimvee en gesoute, bevrore of gepreserveerde vleis of vis in sodanige winkel, tesame met die verkoop van vleis;
- (d) die koop of verkoop van lewende hawe indien dit gaskied tesame met een of meer van die werksaamhede onder (b) genoem;
- en omvat dit alle werksaamhede wat met enigeen van voormelde bedrywighede in verband staan of daaruit voortspruit, maar omvat dit nie die werksaamhede in (a), (b), (c) of (d) hierbo genoem indien dit deur werknemers in diens van plaaslike owerhede uitgeoefen word nie;
- (21) "motorvoertuig" 'n kragangedrewe voertuig wat gebruik word vir die vervoer van goedere of lewende hawe en omvat dit ook 'n voorhaker en 'n trekker;
- (22) "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 by klousule 5 (1) voorgeskryf word, op 'n Sondag vir sy werkgever werk nie;

- (g) cutting up meat for mincing, cleaning bones, feeding or emptying mincing machines;
- (h) dehorning of carcasses;
- (i) folding containers or paper;
- (j) gardening work;
- (k) harnessing or unharnessing animals;
- (l) killing, plucking or cleaning poultry, or cleaning fish;
- (m) limewashing buildings or structures;
- (n) loading or unloading meat or other goods or livestock;
- (o) making or maintaining fires or removing refuse or ashes;
- (p) oiling or greasing non-power-driven vehicles;
- (q) opening or closing doors or boxes, bales, drums or other containers;
- (r) operating a hand hoist;
- (s) pushing or pulling a vehicle, other than by power-driven device;
- (t) putting goods on to or removing them from a moving belt or platform;
- (u) quartering of carcasses;
- (v) repetitive mass-measuring to a predetermined mass;
- (w) salting meat, hides or skins;
- (x) stencilling, marking or labelling containers or packages where no selection or discretion is involved;
- (y) unfolding sausage casings, tying sausages or polonies, sawing up soup meat, sawing or chopping up bones, cutting up or melting fat, or putting fat through machines;
- (z) washing uniforms, overalls or other protective clothing;
- (aa) wrapping meat or sealing packages;
- (15) "law" includes the common law;
- (16) "livestock" means any bull, cow, heifer, ox, tollie, calf, sheep, lamb, goat, pig, horse, donkey, antelope or other quadruped intended for human consumption and includes poultry;
- (17) "local authorities" means divisional councils, city councils, municipal councils and similar institutions or bodies contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961);
- (18) "mass-measurer and pricer" means an employee who is engaged in mass-measuring and pricing wrapped and sealed parcels of previously cut or processed meat and who may wrap such meat or seal such parcels;
- (19) "meat" means meat intended for human consumption and includes venison, horse-meat, donkey-meat, rabbit-meat and poultry;
- (20) "Meat Trade" means—
- (a) the slaughtering of livestock;
- (b) the handling, preparation, preservation, sale or distribution of meat by any person who, in accordance with a proclamation published under section 14 of the Marketing Act, 1968 (Act 59 of 1968), is required to be registered with the Livestock and Meat Industries Control Board or the business of selling or offering or displaying meat for sale in any quantity in a shop;
- (c) the sale in such shop, in conjunction with the sale of meat, of sausages, polonies, offal, ham, bacon, eggs, butter, poultry and salted, frozen or preserved meat or fish;
- (d) the purchase or sale of livestock if carried on in conjunction with any one or more of the activities mentioned under (b);
- and includes all operations incidental to or consequent on any of the aforesaid activities, but does not include the operations specified in (a), (b), (c) or (d) above if carried out by employees employed by local authorities;
- (21) "motor vehicle" means any power-driven vehicle used for conveying goods or livestock, and includes a mechanical horse and a tractor;
- (22) "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;

(23) "deeltydse drywer van 'n motorvoertuig" 'n werknemer wat in die reël ander werk doen as om 'n motorvoertuig te dryf maar wat op meer as twee dae in 'n week 'n motorvoertuig vir altesaam hoogstens drie uur op enige sodanige dag dryf, en by die toepassing van hierdie woordskrywing omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat hy dryf en alle tyd wat die drywer, terwyl hy in beheer van die voertuig is, aan werk in verband met die voertuig of die vrag bestee;

(24) "deeltydse werknemer" 'n werknemer, uitgesonderd 'n deeltydse drywer van 'n motorvoertuig, wat by die week of by die maand vir hoogstens 24 gewone werkure in enige week in diens is;

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

(26) "gekwalifiseerd", met betrekking tot 'n werknemer, dat vanweë die werknemer se ondervinding in sy klas werk, hy geregtig is op die hoogste loonskaal wat vir daardie klas werk voorgeskryf is; en, omgekeerd, beteken "ongekwalifiseerd" dat vanweë sy ondervinding in sy klas werk, hy nie op sodanige hoogste skaal geregtig is nie;

(27) "kleinhandel vleisbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om vleis in die kleinhandel vanuit 'n vaste besigheidsplek te verkoop;

(28) "verkoopster" 'n vroulike werknemer wat in die kleinhandel vleisbedryf klante bedien of bestellings toedraai of in pakkies opmaak en wat vir hierdie doel vleis se massa mag meet of verwerkte vleis mag sny of verdeel of vleis wat vooraf deur 'n blokman vir verkoop in die kleinhandel opgesny is, te versorg of andersins verder te verdeel;

(29) "senior bestuurs- of administratiewe werknemer" 'n werknemer wat in opdrag van sy werkgewer werk verrig wat verantwoordelikheid meebring vir die neem van besluite van 'n administratiewe aard in die uitvoering van die werksaamhede van 'n bedryfsinrigting;

(30) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n slappe in die bedryf, 'n tekort aan grondstowwe of 'n onklaarraking van installasie of masjinerie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word;

(31) "slagman" 'n werknemer wat lewende hawe slag of bloedlaai of karkasse afslag of skoonmaak en wat toesig mag hou oor 'n groep slagmansassistentie;

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

(33) "magasynman" 'n werknemer wat in beheer is van voorrade, wat goedere in 'n pakhuis of koelkamer ontvang of daaruit versend, wat die nodige aantekeninge in verband daarmee hou en wat vleis mag koop;

(34) "tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgewer werk van 'n tegniese of professionele aard verrig;

(35) "sleepwa" enige vervoermiddel wat deur 'n motorvoertuig getrek word;

(36) "onbelaste massa" die massa 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 driewielmotorfiets, bromponie of bromfiets of 'n trapfiets met hulpmotor, die onbelaste massa geag word hoogstens 450 kg te wees;

(37) "loon" die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat—

(i) 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) die eerste voorbehoudbepaling nie so uitgelê moet 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;

(38) "wag" 'n werknemer wat 'n perseel of eiendom bewaak.

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

(23) "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 purpose 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;

(24) "part-time employee" means an employee, other than a part-time driver of a motor vehicle, employed by the week or month for not more than 24 ordinary hours of work in any week;

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

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

(27) "retail meat trade" means the trade in which employers and employees are associated for the purpose of selling meat by retail from a fixed place of business;

(28) "saleswoman" means a female employee who, in the retail meat trade, is engaged in serving customers or wrapping or parcelling orders and who may for these purposes mass-measure meat or slice or cut processed meat or, by cutting or otherwise, divide meat previously cut up by a blockman for sale by retail;

(29) "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;

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

(31) "slaughterman" means an employee who is engaged in killing or bleeding livestock or flaying or dressing carcasses, and who may supervise a group of slaughterman's assistants;

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

(33) "storeman" means an employee who is in charge of stores, receives goods into and despatches goods from a warehouse or cold storage, maintains the necessary records in connection therewith and who may purchase meat;

(34) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character;

(35) "trailer" means any conveyance drawn by a motor vehicle;

(36) "unladen mass" means the mass 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 motorcycle or a cycle fitted with an auxiliary engine, the unladen mass shall be deemed not to exceed 450 kg;

(37) "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 that—

(i) 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) 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 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;

(38) "watchman" means an employee who is engaged in guarding premises or property.

(b) 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. 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) Werknemers uitgesonderd los werknemers en deeltydse werknemers:

(i)	In alle gebiede	
	(a) Per week R	(b) Per week R
Ambagsman.....	64,00	67,00
Klerk, vrou, of verkoopster—		
gedurende die eerste jaar ondervinding.....	23,08	25,38
gedurende die tweede jaar ondervinding.....	25,38	27,69
gedurende die derde jaar ondervinding.....	27,69	30,00
gedurende die vierde jaar ondervinding.....	30,00	32,31
daarna.....	32,31	34,62
Klerk, man—		
gedurende die eerste jaar ondervinding.....	25,38	27,69
gedurende die tweede jaar ondervinding.....	29,54	31,85
gedurende die derde jaar ondervinding.....	33,69	36,00
gedurende die vierde jaar ondervinding.....	37,85	40,15
gedurende die vyfde jaar ondervinding.....	42,00	44,31
daarna.....	46,15	48,46
Besteller.....	15,80	17,40
Drywer van 'n motorvoertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—		
(i) hoogstens 450 kg is.....	21,50	23,70
(ii) meer as 450 kg maar hoogstens 2 700 kg is.....	29,00	31,90
(iii) meer as 2 700 kg maar hoogstens 4 500 kg is.....	34,00	37,40
(iv) meer as 4 500 kg is.....	39,00	42,90
Arbeider, vrou.....	12,00	13,20
Arbeider, man, 18 jaar of ouer.....	15,00	16,50
Arbeider, man, onder 18 jaar.....	11,30	12,40
Massameter en prysbepaler, vrou—		
gedurende die eerste drie maande ondervinding.....	12,80	14,10
daarna.....	14,30	15,80
Massameter en prysbepaler, man—		
gedurende die eerste drie maande ondervinding.....	15,80	17,40
daarna.....	18,00	19,80
Deeltydse drywer van 'n motorvoertuig.....	23,00	25,00
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie.....	16,50	18,20

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) Employees other than casual employees and part-time employees:

(i)	In all areas	
	(a) Per week R	(b) Per week R
Artisan.....	64,00	67,00
Clerk, female, or saleswoman—		
during the first year of experience.....	23,08	25,38
during the second year of experience.....	25,38	27,69
during the third year of experience.....	27,69	30,00
during the fourth year of experience.....	30,00	32,31
thereafter.....	32,31	34,62
Clerk, male—		
during the first year of experience.....	25,38	27,69
during the second year of experience.....	29,54	31,85
during the third year of experience.....	33,69	36,00
during the fourth year of experience.....	37,85	40,15
during the fifth year of experience.....	42,00	44,31
thereafter.....	46,15	48,46
Delivery employee.....	15,80	17,40
Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—		
(i) does not exceed 450 kg.....	21,50	23,70
(ii) exceeds 450 kg but not 2 700 kg.....	29,00	31,90
(iii) exceeds 2 700 kg but not 4 500 kg.....	34,00	37,40
(iv) exceeds 4 500 kg.....	39,00	42,90
Labourer, female.....	12,00	13,20
Labourer, male, 18 years of age or over.....	15,00	16,50
Labourer, male, under 18 years of age.....	11,30	12,40
Mass-measurer and pricer, female—		
during the first three months of experience....	12,80	14,10
thereafter.....	14,30	15,80
Mass-measurer and pricer, male—		
during the first three months of experience....	15,80	17,40
thereafter.....	18,00	19,80
Part-time driver of a motor vehicle.....	23,00	25,00
Employee not elsewhere in this sub-clause specifically mentioned.....	16,50	18,20

(ii)

	In die munisipale gebiede Bloemfontein en Kimberley		In die munisipale gebied Welkom	
	(a) Per week R	(b) Per week R	(a) Per week R	(b) Per week R
Blokman—				
gedurende die eerste jaar ondervinding.....	27,20	30,00	25,40	28,00
gedurende die tweede jaar ondervinding.....	33,80	36,50	30,70	33,50
gedurende die derde jaar ondervinding.....	40,20	43,00	35,50	38,50
gedurende die vierde jaar ondervinding.....	46,60	49,50	40,00	43,50
daarna.....	53,00	56,00	45,30	48,00
Blokmansassistent.....	20,40	22,50	16,80	18,50
Eerste blokman.....	61,00	64,00	53,00	56,00
Voormanslagman.....	61,00	64,00	53,00	56,00
Slagman—				
gedurende die eerste jaar ondervinding.....	21,00	23,10	17,25	18,90
gedurende die tweede jaar ondervinding.....	28,50	30,80	19,80	21,80
gedurende die derde jaar ondervinding.....	36,00	38,40	22,20	24,00
daarna.....	43,50	46,00	24,80	26,40
Slagmansassistent—				
gedurende die eerste 12 maande ondervinding.....	18,00	19,80	15,00	16,50
daarna.....	20,40	22,50	16,80	18,50

(a) Gedurende die eerste jaar nadat hierdie Vasstelling in werking tree.

(b) Daarna.

(ii)

	In the municipal areas of Bloemfontein and Kimberley		In the municipal area of Welkom	
	(a) Per week	(b) Per week	(a) Per week	(b) Per week
	R	R	R	R
Blockman—				
during the first year of experience.....	27,20	30,00	25,40	28,00
during the second year of experience.....	33,80	36,50	30,70	33,50
during the third year of experience.....	40,20	43,00	35,50	38,50
during the fourth year of experience.....	46,60	49,50	40,00	43,50
thereafter.....	53,00	56,00	45,30	48,00
Blockman's assistant.....	20,40	22,50	16,80	18,50
First blockman.....	61,00	64,00	53,00	56,00
Foreman slaughterman.....	61,00	64,00	53,00	56,00
Slaughterman—				
during the first year of experience.....	21,00	23,10	17,25	18,90
during the second year of experience.....	28,50	30,80	19,80	21,80
during the third year of experience.....	36,00	38,40	22,20	24,00
thereafter.....	43,50	46,00	24,80	26,40
Slaughterman's assistant—				
during the first 12 months of experience.....	18,00	19,80	15,00	16,59
thereafter.....	20,40	22,50	16,80	18,50

(a) During the first year after this Determination comes into operation.

(b) Thereafter.

(b) *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—

(i) waar die werkgever 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;

(ii) waar die werkgever van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent verminder kan word.

(c) *Deeltydse werknemer*.—'n Deeltydse werknemer moet minstens 60 persent betaal word van die loon wat vir 'n werknemer van dieselfde klas en geslag en met dieselfde ondervinding voorgeskryf is.

(2) *Kontrakgrondslag*.—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens die bepalings 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 werkkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

(3) *Differensiële loon*.—'n Werkgever 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—

(i) 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 werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie vasstelling so uitgedruk mag word dat dié 'n werkgever belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskryfde loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(b) *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—

(i) 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;

(ii) 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 50 per cent.

(c) *Part-time employee*.—A part-time employee shall be paid not less than 60 per cent of the wage prescribed for an employee of the same class and sex and with the same experience.

(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) 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) *Loonsberekening.*—(a) (i) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer of 'n deeltydse werknemer is sy weekloon gedeel deur 46.

(ii) Die uurloon van 'n deeltydse werknemer is sy weekloon gedeel deur 24.

(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 in 'n 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) *Fietstoelae.*—'n Werkgewer 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 50c per week of, as hy 'n los werknemer is, minstens 10c per dag betaal.

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens klousule 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 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfs-inrigting vir so 'n werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verskeide koevert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

(a) die werkgewer 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 of 'n openbare vakansiedag gewerk het;

(f) die werknemer se loon;

(g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspuit;

(h) besonderhede van enige bedrag wat afgetrek is;

(i) die werklike bedrag wat aan die werknemer betaal word; en

(j) die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer. Met dien verstande dat—

(i) op die skriftelike versoek van die werknemer, die bedrag aan hom verskuldig gestort kan word op sy bouvereniging- of bankrekening deur die werkgewer wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;

(ii) voornoemde inligting betreffende tyd gewerk nie verstrekkend is tot 'n werknemer wat ingevolge klousule 5 (8) (a) van die werkurebepalings uitgesluit is nie.

(2) *Los werknemer.*—'n Werkgewer 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 werkgewer betaal of deur hom aangeneem word nie.

(4) *Koop van goedere.*—'n Werkgewer 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 inwoning.*—Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om kos of inwoning of kos en inwoning van hom of van enigemand anders of op 'n plek deur hom aangewys, aan te neem nie.

(6) *Aftrappings.*—'n Werkgewer mag sy werknemer geen boetes ople 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 pensioenfonds, of vir ledelgelde van vakverenigings;

(b) behoudens andersluidende bepalinge in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op 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 werkgewer regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof moet of mag aftrek;

(d) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis

(4) *Calculation of wages.*—(a) (i) The hourly wage of an employee, other than a casual employee or a part-time employee, shall be his weekly wage divided by 46.

(ii) The hourly wage of a part-time employee shall be his weekly wage divided by 24.

(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 normally works a five-day week;

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

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

(5) *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 50 cents per week or, if he is a casual employee, not less than 10 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 15 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 an 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 or a public holiday;

(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) 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) 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;

(ii) the aforementioned information relating to 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 (8) (a).

(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

word om kos en inwoning of kos of inwoning van sy werkgever aan te neem, 'n bedrag van hoogstens—

Per week Per maand

	R	R
(i) Kos.....	1,30	5,63
(ii) Inwoning.....	0,70	3,04
(iii) Kos en inwoning.....	2,00	8,67

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

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

(f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever betaal het of onderneem het om te betaal aan 'n munisipale raad of ander plaaslike owerheid ten opsigte van die huur van 'n huis of vir huisvesting in 'n tehuis wat die werknemer in 'n lokasie of Bantodorp 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—

(a) in die geval van 'n werknemer wat ses dae per week werk—

(i) 46 in 'n week van Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i) hiervan, nege en 'n half op een dag in 'n week, nege op 'n ander dag in sodanige week en agt op enige van die ander dae in sodanige week;

(b) in die geval van 'n werknemer wat vyf dae per week werk—

(i) 46 in 'n week van Maandag tot en met Vrydag; en

(ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart op 'n dag;

(c) in die geval van 'n deeltydse werknemer—

(i) 24 in 'n week; en

(ii) behoudens subparagraaf (i) hiervan, vyf ure op 'n dag;

Met dien verstande dat as op 'n dag van 'n werknemer vereis word om, na voltooiing van die gewone werkure in paragrafe (a), (b) en (c) hiervan bedoel, 'n klant te bedien, die gemelde gewone werkure op sodanige dag met hoogstens 15 minute verleng mag word.

(2) 'n Werkgever 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) *Etenspouse.*—'n Werkgever 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 werkgever met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgever die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

(ii) werktidperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudsbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;

(iii) as sodanige pouse langer as een uur is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktid te wees;

(iv) alleenlik een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;

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.....	1,30	5,63
(ii) Lodging.....	0,70	3,04
(iii) Board and lodging.....	2,00	8,67

(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 deductions 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, 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, 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, or has undertaken to pay, 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 the case of an employee who works a six-day week—

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

(ii) subject to subparagraph (i) hereof, nine and a half on one day of any week, nine on another day of such week and eight on any other day of such week;

(b) in the case of an employee who works a five-day week—

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

(ii) subject to subparagraph (i) hereof, nine and one-quarter on any day;

(c) in the case of a part-time employee—

(i) 24 in any week; and

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

Provided that where an employee at the completion of his ordinary hours of work on any day is engaged in attending to a customer, the hours of work referred to in paragraphs (a), (b) and (c) may be extended by not more than 15 minutes on such 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 (v) applies, shall be deemed to be continuous;

(iii) if such interval be longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked;

(iv) 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;

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

(vi) 'n drywer 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;

(vii) sodanige pouse nie aan 'n werknemer in 'n kleinhandel-slaghuis gedurende sy gewone werkure op 'n Saterdag toege- staan hoef te word nie, indien daar aan hom gedurende sodanige ure die geleentheid gebied word om 'n ete te nuttig terwyl hy op sy pos is;

(viii) as 'n werkgewer aan 'n werknemer binne drie uur vanaf die tyd waarop hy op 'n dag met sy werk begin het, 'n ruspouse toestaan van minstens 20 minute waarin daar nie van hom vereis of hy nie toegelaat word om enige werk te verrig nie, die tydperk van vyf uur in hierdie subklousule bedoel geag word 'n aanvang te neem vanaf die tyd waarop sodanige werknemer na die voormelde ruspouse sy werk hervat en sodanige ruspouse word geag deel van die gewone werkure van sodanige werknemer te wees.

(4) *Werkure moet agtereenvolgend wees.*—Behoudens subklousule (3), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

(5) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—

(a) in die geval van 'n los werknemer, twee uur op 'n dag;

(b) in die geval van enige ander werknemer, 10 uur in 'n week.

(6) *Betaling vir oortyd.*—'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 werknemer op enige dag gewerk;

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

(7) *Vroulike werknemers.*—Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgewer nie van 'n vroulike werknemer vereis of haar toelaat om—

(a) tussen 18h00 en 06h00 te werk nie;

(b) op meer as vyf dae in 'n week na 13h00 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 hoogstens 10 uur in enige week is;

(d) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;

(e) op meer as 60 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 gee 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 45 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.

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

(i) 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en solank so 'n werknemer gereeld 'n loon van minstens R300 per maand ontvang;

(ii) 'n wag wie se werkgewer hom 'n vry periode van minstens 24 agtereenvolgende ure in elke week diens toestaan: Met dien verstande dat—

(aa) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;

(ab) 'n werkgewer, in plaas daarvan dat hy sodanige vry periode aan sy wag toestaan, sodanige wag dié loon kan 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.

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

(c) Subklousule (5) is nie van toepassing nie op 'n werknemer wat lewende hawe voer, water gee, oppas of aanjaag of op 'n werknemer wat goedere aan hospitale of aan die militêre magte aflewer.

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

(vi) a driver of a motor vehicle who during such interval does not work other than being or remaining in charge of the vehicle shall be deemed for the purpose of this subclause not to have worked during such interval;

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

(viii) where an employer grants an employee, within three hours of the time when he commences work on any day, a rest interval of not less than 20 minutes during which he is not required or permitted to perform any work, the period of five hours referred to in this subclause shall be deemed to commence from the time when such employee resumes work after the aforesaid rest interval and such rest interval shall be deemed to be part of the ordinary hours of work of such employee.

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

(5) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime for more than—

(a) in the case of a casual employee, two hours on any day;

(b) in the case of any other employee, 10 hours in any week.

(6) *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.

(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 18h00 and 06h00;

(b) after 13h00 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 10 hours are not exceeded in any week;

(d) overtime on more than three consecutive days in any week;

(e) overtime on more than 60 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 45c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

(i) a senior managerial or administrative employee or 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 R300 per month;

(ii) a watchman whose employer grants him a free period of at least 24 consecutive hours in every week of employment: Provided that—

(aa) he makes no deduction from his watchman's wage in respect thereof;

(ab) 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.

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

(c) Subclause (5) shall not apply to an employee who is engaged in feeding, watering, tending or driving livestock, or to an employee who is engaged in the delivery of goods to hospitals or the military forces.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom verlof verleen van—

(a) in die geval van 'n wag, 21 agtereenvolgende dae;

(b) in die geval van enige ander werknemer, 14 agtereenvolgende dae;

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

(i) in die geval van 'n werknemer in paragraaf (a) bedoel, '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 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 subklousule (3), so verleen moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet 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;

(iii) as 'n openbare vakansiedag binne die tydperk van sodanige verlof val, daaf 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 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

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

(i) dat sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van 12 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) 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 diens-termyen van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van so 'n termyn opge-loop het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diens-termyen 'n bedrag betaal word van minstens—

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

(b) in die geval van 'n werknemer in subklousule (1) (b) 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: Voorts met dien verstande dat, behoudens klousule 12 (4), 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyen 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

6. ANNUAL LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him—

(a) in the case of a watchman, 21 consecutive days' leave;

(b) in the case of any other employee, 14 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 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 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee 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) if a public holiday 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 12 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 24 months of employment: Provided that—

(i) the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates; and

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

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

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

(b) in the case of an employee referred to in subclause (1) (b), 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): Provided further that, subject to clause 12 (4), an employee—

(i) who leaves his employment 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) 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 10 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, voordat hierdie Vasstelling bindend geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;

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

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

7. SIEKTEVERLOF

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

- (a) in die geval van 'n werknemer wat normaalweg vyf dae per week werk, altesaam minstens 20 werkdag; en
- (b) in die geval van enige ander werknemer, altesaam minstens 24 werkdag;

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig 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 werkgewer 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 20 of 24 werkdag, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande wat die werknemer bydraes betaal, verlaag kan word maar tot minstens die aanwaskoers in die eerste voorbehoudsbepaling van hierdie subklousule vermeld;

(iii) waar 'n werkgewer ingevolge '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 ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

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

(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 10 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 before this Determination became binding, had become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

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

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

7. SICK LEAVE

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

(a) in the case of an employee who normally works a five-day week, not less than 20 work-days; and

(b) in the case of any other employee, not less than 24 work-days;

sick leave in the aggregate during each cycle of 24 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 24 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 20 or 24 work-days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 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, this clause shall not apply.

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

(a) vir langer as drie agtereenvolgende werkdag; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of 'n openbare vakansiedag;

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

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgewer 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 werkgewer 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 hom 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;

(ab) op las of versoek van sy werkgewer;

(ac) met siekteverlof ingevolge subklousule (1);

en wat in enige jaar altesaam hoogstens 10 weke beloop; 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 opleidingstydperk as diens te eis nie; en word enige tydperk van diens by dieselfde werkgewer onmiddellik voordat hierdie Vastelling bindend geword het, by die toepassing van hierdie klousule geag diens ingevolge hierdie Vastelling te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Vastelling 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 vergoedingspligte 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 SONDAG

(1) Behoudens klousules 4 (6) en 6 (2), moet 'n werkgewer aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op 'n openbare vakansiedag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer op 'n openbare vakansiedag werk, moet sy werkgewer hom, behoudens 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 werkgewer 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) die werknemer 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.

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

(a) for more than three consecutive work-days; or

(b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or public holiday;

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that, 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) Where, during the first cycle of 24 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 so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken.

(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;

(ab) on the instructions or at the request of his employer;

(ac) on sick leave in terms of subclause (1);

amounting in the aggregate, in any year, to not more than 10 weeks; and

(ii) 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 any period of employment which an employee has had with the same employer immediately before the date on which this Determination became binding 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 an employee during such period shall be deemed to have been granted under this Determination;

(b) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, 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 clauses 4 (6) and 6 (2), if an employee other than a casual employee, does not work on a public holiday, 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 a public holiday, 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 the employee 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) Subklousules (2) en (3) is nie van toepassing nie—

- (a) op 'n werknemer wat ingevolge klousule 5 (8) (a) van die werkurebepalings uitgesluit is;
- (b) op 'n los werknemer of 'n wag.

9. STUKWERK

(1) 'n Werkgewer kan nadat hy minstens een week vooraf kennis aan sy werknemer gegee het, 'n stukwerkstelsel invoer, en sodanige werkgewer moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgewer ongeag die hoeveelheid werk wat verrig is, sodanige 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 in subklousule (1) bedoel, 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 voorname 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 daarooreengekom is, kennis gee nie.

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

10. GETALSVIRHOUDING

(1) (a) 'n Werkgewer moet 'n eerste blokman in diens hê voordat hy 'n ander blokman in diens neem.

(b) 'n Werkgewer mag nie 'n ongekwalifiseerde blokman in diens neem nie tensy hy 'n gekwalifiseerde blokman in sy diens het en vir elke sodanige gekwalifiseerde blokman in sy diens kan hy hoogstens een ongekwalifiseerde blokman in diens neem.

(2) By die toepassing van hierdie klousule—

(a) kan 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n blokman verrig, geag word 'n gekwalifiseerde blokman te wees: Met dien verstande dat dieselfde werkgewer nie ten opsigte van meer as een bedryfsinrigting as sodanig geag word nie;

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

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

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;

(4) Subclauses (2) and (3) shall not apply to—

- (a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (8) (a);
- (b) a casual employee or a watchman.

9. PIECE-WORK

(1) An employer may, after at least one week's notice to his employee, 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.

10. PROPORTION OR RATIO

(1) (a) An employer shall employ a first blockman before any other blockman is employed by him.

(b) An employer shall not employ and unqualified blockman unless he has in his employ a qualified blockman and for each such qualified blockman he shall not employ more than one unqualified blockman.

(2) For the purposes of this clause—

(a) an employer who is wholly or mainly engaged in the work of a blockman may be deemed to be a qualified blockman: Provided that the same employer may not be so deemed in respect of more than one establishment;

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

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

11. 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.

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:

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 regtens van toepassing mag wees op 'n werknemer wat dros;

nie hierdeur geraak word nie: Voorts met dien verstande 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, kan 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 bepalings 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: Met dien verstande dat wanneer 'n werkgewer 'n bedrag aldus aan homself toeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (5) geag word dat die werknemer die werkgewer 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 wat wesenlik die vorm het soos in die Bylae van hierdie Vasstelling voorgeskryf en waarin 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 word.

14. VERBOD OP INDIENSNEMING

'n Werkgewer mag niemand onder die leeftyd van 15 jaar in diens neem nie.

15. LOGBOEK

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

DAAGLIKSE LOG

Naam van werkgewer.....
Naam van drywer van motorvoertuig.....
Datum.....
Tyd waarop werk begin het.....
Tyd waarop werk opgehou het..... Getal ure gewerk.....
Eienstye van..... tot.....
Besonderhede omtrent enige ongeluk of vertraging.....

(Handtekening van drywer van motorvoertuig)

Datum.....19.....

(2) Elke drywer van 'n motorvoertuig of deeltydse drywer van 'n motorvoertuig moet in die logboek in subklousule (1) bedeel, oor elke dag se werk 'n daaglikse log in duplo hou en binne 24 uur na die voltooiing van die dag se werk waarop dit

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: Provided that where an employer has so appropriated an amount in lieu of notice, it shall be deemed for the purpose of clause 6 (5), that the employee paid the employer 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 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 15 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..... Time of finishing work.....
Number of hours worked..... Meal hours from.....
to.....
Particulars of any accident or delay.....

(Signature of driver)

Date.....19.....

(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 24 hours of the completion of the day's work to

betrekking het, 'n kopie daarvan by sy werkgever indien, en by die toepassing van hierdie klousule slaan die uitdrukking "werk" ten opsigte van 'n deeltydse drywer van 'n motorvoertuig slegs op "n motorvoertuig dryf" soos dit in die woordomskriving van hierdie klas werknemer omskryf word.

(3) Elke werkgever 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 vleisbedryf 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.

(Handtekening van werkgever 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, blokman.

I. J. CLAASSENS, Voorsitter.

A. W. STEAD, Lid.

P. L. SCHOLTZ, Lid.

D. J. ODENDAAL, Sekretaris.

Pretoria, 8/12/75.

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 Meat Trade 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.

(Signature of employer or authorised representative)

Date.....19.....

(a) Delete whichever inapplicable.

(b) State occupation in which employee was wholly or mainly engaged, e.g. clerk, labourer, blockman.

I. J. CLAASSENS, Chairman.

A. W. STEAD, Member.

P. L. SCHOLTZ, Member.

D. J. ODENDAAL, Secretary.

Pretoria, 8/12/75.

No. 423

19 Maart 1976

LOONWET, 1957

KOELKAMER-, SPEKBEREIDING- EN KLEIN-
GOEDERENYWERHEID, SEKERE GEBIEDE

In opdrag van die Minister van Arbeid word almal wie se belange regstreeks of onregstreeks geraak word deur die aanbeveling wat die Loonraad aan die Minister voorgelê het en wat in die Bylae hiervan verskyn, hierby ooreenkomstig artikel 13 (1) (a) van die Loonwet, 1957, versoek om, as hulle besware het teen die maak van 'n vasstelling ooreenkomstig die aanbeveling, daardie besware binne 30 dae na die publikasie van hierdie kennisgewing skriftelik by die Sekretaris van Arbeid, Privaatsak X117, Pretoria, 0001, in te dien.

Indien bogenoemde aanbeveling van die Loonraad, na oorweging van enige besware wat ingedien mag word deur die Minister as 'n loonvasstelling gepubliseer word, is die Minister van voorneme om kragtens artikel 16 van die Loonwet, 1957, Loonvasstelling 306 wat tans op hierdie Nywerheid van toepassing is, in te trek vanaf die datum waarop die nuwe loonvasstelling van krag word. Enige persoon wat kommentaar oor die voorgestelde intrekking wil lewer moet sodanige kommentaar ook binne 30 dae na publikasie hiervan aan die Sekretaris van Arbeid, Privaatsak X117, Pretoria, 0001, voorlê.

Opmerking.—Die loonraadverslag wat op hierdie aanbeveling betrekking het, is beskikbaar vir insae by die kantore van die Afdelingsinspekteurs, Departement van Arbeid, Bloemfontein, Durban, George, Johannesburg, Kaapstad, Kimberley, Oos-Londen, Port Elizabeth en Pretoria. *Persons* wat besware indien in 'n ander vorm as in manuskrip, word versoek om sewe afskrifte van hulle besware en sewe afskrifte van alle bygaande dokumente te verstrek.

No. 423

19 March 1976

WAGE ACT, 1957

COLD STORAGE, BACON CURING AND SMALL
GOODS MANUFACTURING INDUSTRY, CERTAIN
AREAS

By direction of the Minister of Labour, all persons whose interests may be affected directly or indirectly by the recommendation which has been submitted to the Minister by the Wage Board and which appears in the Schedule hereto and who have any objections to the making of a determination in accordance with the recommendation are hereby, in terms of section 13 (1) (a) of the Wage Act, 1957, invited to lodge such objections in writing with the Secretary for Labour, Private Bag X117, Pretoria, 0001, within 30 days after publication of this notice.

Should the above-mentioned recommendation of the Wage Board, after consideration of any objections that may be submitted, be published by the Minister as a wage determination, the Minister, in terms of section 16 of the Wage Act, intends to cancel Wage Determination 306 which presently applies to this Industry, as from the date on which the new wage determination becomes binding. Any person who desires to comment on the proposed cancellation must also submit such comments within 30 days after publication hereof to the Secretary for Labour, Private Bag X117, Pretoria, 0001.

Note.—The report of the Wage Board pertaining to this recommendation is available for inspection at the offices of the Divisional Inspectors, Department of Labour, Bloemfontein, Cape Town, Durban, East London, George, Johannesburg, Kimberley, Port Elizabeth and Pretoria. *Persons lodging objections other than in manuscript are requested to furnish seven copies of the statement of objections and seven copies of any accompanying documents.*

BYLAE

AANBEVELING AAN SY EDELE DIE MINISTER VAN ARBEID DEUR AFDELING B VAN DIE LOONRAAD KOELKAMER-, SPEKBEREIDING- EN KLEINGOEDERE- NYWERHEID, SEKERE GEBIEDE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op al die werkgewers en al hul werknemers in die Koelkamer-, Spekberediging- en Klein-goederenverwerheid in die volgende gebiede, naamlik:

Kaapprovinsie.—Die landdrosdistrikte Aliwal-Noord, Barkly-Wes, Bellville, Die Kaap, Oos-Londen, Goodwood, Kimberley, Kuilsrivier, Malmesbury, Paarl, Port Elizabeth, Queenstown, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Vryburg, Worcester en Wynberg;

Natal.—Die landdrosdistrikte Durban, Estcourt, Inanda, Kliprivier, Mooirivier, Pietermaritzburg, Pinetown en Richmond en die munisipale gebied van Empangeni;

Oranje-Vrystaat.—Die landdrosdistrikte Bethlehem, Bloemfontein, Kroonstad, Odendaalsrus, Parys, Sasolburg, Virginia en Welkom;

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

Met dien verstande dat dit nie van toepassing is nie op—

(i) bestuurders;

(ii) bestelwbediendes wat goedere verkoop of aflewer of bestellings vra uitsluitlik in Bantoegebiede soos omskryf in artikel 1 (1) van die Wet op Nywerheidsversoenig, 1956.

2. WOORDOMSKRYWINGS

(a) 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—

(1) "Gebied A"—

Kaapprovinsie.—Die landdrosdistrikte Bellville, Die Kaap, Goodwood, Oos-Londen, Kimberley, Kuilsrivier, Port Elizabeth, Simonstad, Uitenhage en Wynberg;

Natal.—Die landdrosdistrikte Durban, Pietermaritzburg en Pinetown;

Oranje-Vrystaat.—Die landdrosdistrikte Bloemfontein, Sasolburg en Welkom.

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

(2) "Gebied B"—

Kaapprovinsie.—Die landdrosdistrikte Paarl, Queenstown, Somerset-Wes, Stellenbosch, Strand en Worcester;

Natal.—Die landdrosdistrikte Estcourt, Inanda en Kliprivier en die munisipale gebied van Empangeni;

Oranje-Vrystaat.—Die landdrosdistrikte Bethlehem, Kroonstad, Odendaalsrus en Virginia;

Transvaal.—Die munisipale gebiede van Pietersburg en Witbank;

(3) "Gebied C"—

die landdrosdistrikte Aliwal-Noord, Balfour, Barkly-Wes, Malmesbury, Mooirivier, Parys, Richmond (Natal), Standerton en Vryburg en die munisipale gebied van Piet Retief;

(4) "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;

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

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

SCHEDULE

RECOMMENDATION TO THE HONOURABLE THE MINISTER OF LABOUR BY DIVISION B OF THE WAGE BOARD

COLD STORAGE, BACON CURING AND SMALL GOODS MANUFACTURING INDUSTRY, CERTAIN AREAS

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all the employers and all their employees in the Cold Storage, Bacon Curing and Small Goods Manufacturing Industry in the following areas, namely:

Cape Province.—The Magisterial Districts of Aliwal North, Barkly West, Bellville, The Cape, East London, Goodwood, Kimberley, Kuils River, Malmesbury, Paarl, Port Elizabeth, Queenstown, Simonstown, Somerset West, Stellenbosch, Strand, Uitenhage, Vryburg, Worcester and Wynberg;

Natal.—The Magisterial Districts of Durban, Estcourt, Inanda, Klip River, Mooi River, Pietermaritzburg, Pinetown and Richmond and the municipal area of Empangeni;

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

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

Provided that it shall not apply to—

(i) managers;

(ii) vanmen who are engaged in selling or delivering goods or soliciting orders exclusively in Bantu areas as defined in section 1 (1) of the Industrial Conciliation Act, 1956.

2. DEFINITIONS

(a) 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—

(1) "Area A" means—

Cape Province.—The Magisterial Districts of Bellville, The Cape, Goodwood, East London, Kimberley, Kuils River, Port Elizabeth, Simonstown, Uitenhage and Wynberg;

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

Orange Free State.—The Magisterial Districts of Bloemfontein, Sasolburg and Welkom;

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

(2) "Area B" means—

Cape Province.—The Magisterial Districts of Paarl, Queenstown, Somerset West, Stellenbosch, Strand and Worcester;

Natal.—The Magisterial Districts of Estcourt, Inanda and Klip River and the municipal area of Empangeni;

Orange Free State.—The Magisterial Districts of Bethlehem, Kroonstad, Odendaalsrus and Virginia;

Transvaal.—The municipal areas of Pietersburg and Witbank;

(3) "Area C" means—

the Magisterial Districts of Aliwal North, Balfour, Barkly West, Malmesbury, Mooi River, Parys, Richmond (Natal), Standerton and Vryburg and the municipal area of Piet Retief;

(4) "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;

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

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

(7) "onderbaas" 'n werknemer wat onder algemene toesig verantwoordelik is vir 'n groep werknemers graad II of werknemers graad III of vir 'n groep werknemers graad II en werknemers graad III;

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

(9) "Koelkamer-, Spekbereiding- en Kleingoederenrywerheid" 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 werksaamhede te verrig, naamlik:

(a) Die bevriesing, verkoeling of opberging in koelkamers van enige artikel teen vergoeding;

(b) die bereiding of vervaardiging van spek, biltong of rou wors;

(c) die bereiding, vervaardiging, preserving, inmaak, bottel of versending van gaar vleisprodukte (waarvan vleis die enigste of die hoofbestanddeel is, maar uitgesonderd worsrolletjies, vleis-pasteie of soortgelyke banket) wat in hoeveelhede en in 'n vorm wat geskik is vir verkoop aan individuele uiteindelijke verbruikers sonder verdere verwerking of bereiding afgeset word, met inbegrip van gaar sout beesvleis, gaar wors, polonie, sult, bloedwors, gemaalde vleis, frikkadelle, vleisbolletjies, smere, ekstrakte of ander produkte waarvan die vleis gemaal, opgesny, fyngeknyp of op 'n ander wyse in stukkies verdeel word as 'n bestanddeel van sodanige produk;

(d) die bereiding of vervaardiging van gesoute, gerookte, gedroogde of ingelegde vleis of vleisprodukte (waarvan vleis die enigste of die hoofbestanddeel is);

(e) die skoonmaak van derms of die vervaardiging of bereiding van wors- of poloniedermis;

(f) die ekstraheer of uitbraai van varkvet, braaivet of ander diervette;

en omvat dit alle werksaamhede wat met enigeen van voormelde werksaamhede in verband staan of daaruit voortspuit, maar omvat dit nie enigeen van bogenoemde bedrywighede nie indien dit gepaard met die bestuur van 'n teekamer, restaurant of 'n klein-handelslagtery verrig word nie;

(10) "deurlopendeproseswerker" 'n werknemer wat 'n werksaamheid verrig wat regstreeks in verband staan met die instandhouding van die verkoelingsproses in 'n bedryfsinrigting ten opsigte waarvan daar deur middel van drie skofte per dag op sewe dae van die week deurlopend gewerk moet word;

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

(12) "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, massameting, verpakking, merk, adresseer of versending van goedere of pakkette;

(13) "dubbelnaatmasjienvoerder" 'n werknemer wat deksels aan 'n dubbelnaatmasjien voer en wat die masjien kan aanskakel en afskakel en wat verstopping in die rolbaan kan wegruim;

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

(15) "noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal, of 'n onklaarmaking van installasie of masjinerie sonder versuim gedoen moet word;

(b) 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;

(c) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werke-ure verrig kan word nie;

(d) enige werk wat nodig is—

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

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

(8) "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 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;

(9) "Cold Storage, Bacon Curing and Small Goods Manufacturing Industry" means the Industry in which employers and employees are associated in establishments which are registered or liable to registration in terms of the Factories, Machinery and Building Work Act, 1941, for the purpose of carrying on any one or more of the following activities, namely:

(a) The freezing, chilling or storing in cold storage of any article for reward;

(b) the preparation or manufacture of bacon, biltong or raw sausages;

(c) the preparation, manufacture, preservation, canning, bottling or sealing of cooked meat products (the sole or main ingredient of which is meat, but excluding sausage rolls, meat pies or confectionery of a similar nature) marketed in quantity and in a form suitable for sale to individual final consumers without further processing or preparation thereof, including cooked salt beef, cooked sausages, polony, brawn, black pudding, mince-meat, fricadels, meat balls, pastes, extracts or other products in which the meat is minced, cut up, chopped or otherwise subdivided into portions as an ingredient in such product;

(d) the preparation or manufacture of salted, smoked, cured or pickled meat or meat products (the sole or main ingredient of which is meat);

(e) the scraping of guts or the manufacture or preparation of sausage or polony casings;

(f) the extraction or rendering of lard, dripping or other animal fats;

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

(10) "continuous process worker" means an employee who is engaged in an activity directly connected with the maintenance of the refrigeration process in an establishment in respect of which continuous working by means of three shifts per day on seven days per week is necessary;

(11) "day" means a period of 24 hours from midnight to midnight: Provided that in the case of a continuous process worker it shall mean a period of 24 hours reckoned from the time such employee commences work;

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

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

(14) "driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving 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;

(15) "emergency work" means—

(a) 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;

(b) 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;

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

(d) any work which is necessary—

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

- (ii) vir die uitvoering van bestellings vir die lewering van goedere aan, of die verskaffing van dienste in verband met skepe, treine, lugdienste, hospitale of die gewapende magte;
- (e) enige werk in verband met die aflaai van bederfbare produkte van voertuie, uitgesonderd voertuie in (b) (ii) en (b) (iii) vermeld, met die doel om dit op te berg teen bederf;
- (16) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Koelkamer-, Spekbereiding- en Kleingoederenrywerheid in diens is;
- (17) "ondervinding" met betrekking tot—
- (a) 'n klerk, die totale tydperk of tydperke wat 'n werknemer as 'n klerk in enige bedryf of in die diens van die Staat werksaam was;
- (b) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Koelkamer-, Spekbereiding en Kleingoederenrywerheid werksaam was;
- (18) "fabrieksklerk" 'n werknemer wat een of meer van die volgende werksaamhede verrig:
- (a) Bantoetale vertolk of vertaal;
- (b) afleweringsbriewe of vragbriewe uitmaak;
- (c) nasien, massameet of aanteken van besonderhede van materiaal wat gebruik is of gebruik gaan word of van half-klaargemaakte of klaargemaakte produkte;
- (d) passe, dienssertifikate of tydkaarte uitreik of die indiensneming of ontslag van werknemers opteken;
- (e) tyd- of loonkaarte byhou, liasseer of sorteer;
- (f) dokumente wat op sy dienste betrekking het, liasseer of in veilige bewaring hou;
- (g) bestellings ooreenkomstig 'n skriftelike bestelvorm, lys of skriftelike instruksies bymekaar sit;
- (19) "werknemer, graad I" 'n werknemer wat enigeen of meer van die volgende werksaamhede verrig of in enigeen van die volgende hoedanighede werksaam is:
- (a) Spek of ham met pekel inspuit;
- (b) dubbelnaatmasjienvoerder;
- (c) etiketteer met 'n half-outomatiese of handbediende masjien;
- (d) nie-outomatiese naat- of omklinkmasjien bedien;
- (e) kragaangedrewe masjiene of voertuie olie of smeer;
- (f) bediener van 'n kragaangedrewe hystoestel, uitgesonderd 'n mobiele hystoestel;
- (g) bediener van 'n kombinasie baksnymasjien;
- (h) bediener van 'n outomatiese verpakkings- of toedraai-masjien;
- (20) "werknemer, graad II" 'n werknemer wat in enigeen of meer van die volgende hoedanighede werksaam is:
- (a) Vleis, uitgesonderd spek of ham, met pekel inspuit;
- (b) bene uit die middelste dele van spek, ham of beesvleis haal;
- (c) vet uit ham haal;
- (d) briewe, boodskappe of goedere buite 'n bedryfsinrigting te voet of met 'n fiets, driewieler of handvoertuig aflewer of oordra;
- (e) 'n voertuig wat deur diere getrek word, dryf;
- (f) wors- of poloniederms met 'n masjien volmaak;
- (g) bediener van goederehyser;
- (h) oorpakke of ander beskermende klere stryk, heelmaak of was;
- (i) 'n porsie- of afskilmasjien bedien;
- (j) etikette perforeer;
- (k) verwerkte vleis sny;
- (l) soldeer;
- (m) vleis regsny vir bereiding;
- (n) die massa op 'n voorafgestelde massameter bepaal;
- (21) "werknemer, graad III," 'n werknemer wat enigeen of meer van die volgende werksaamhede verrig:
- (a) Op afleweringsvoertuie behulpsaam wees;
- (b) kiste of ander houers vasbind of met draad of hoepels vasmaak;
- (c) goedere of ander artikels per hand dra, versit of opstapel;
- (d) persele, installasie, masjinerie, gereedskap, gerei, meubels, bottels, filterpersele of ander artikels skoonmaak of was;
- (e) derms, velle, huide of afval skoonmaak, skraap of insout;
- (f) rantsoene kook of tee of dergelike drank maak;
- (g) vleis opsny vir maal of vleis van bene afsny (anders as by werknemer graad II);
- (h) briewe, boodskappe of goedere binne 'n bedryfsinrigting aflewer of oordra;
- (i) vleis, vleisprodukte of bestanddele aan masjiene of kookgerei voer of sodanige masjiene of gerei leegmaak of van sodanige masjiene of gerei uitneem of verwyder;
- (j) houers of papier vou;
- (k) tuinwerk;
- (l) verwerkte vleis met die hand toedraai of verpak;
- (m) oorpakke, voorskote, handskoene, rubberstewels of ander stukke beskermende klere uitdeel of bymekaarmaak;
- (n) diere oppas, dryf of versorg;

- (ii) for the fulfilment of orders for the supply of goods to, or the provision of services in connection with ships, trains, air services, hospitals or the armed forces;
- (e) any work connected with the unloading of perishable products from vehicles, other than vehicles referred to in (b) (ii) and (b) (iii), for the purpose of storage against deterioration;
- (16) "establishment" means any premises in or in connection with which one or more employees are employed in the Cold Storage, Bacon Curing and Small Goods Manufacturing Industry;
- (17) "experience" means in relation to—
- (a) a clerk, the total period or periods of employment which an employee has had as a clerk in any trade or in the service of the State;
- (b) any other class of employee, the total period or periods of employment which an employee has had in his class in the Cold Storage, Bacon Curing and Small Goods Manufacturing Industry;
- (18) "factory clerk" means an employee who is engaged in any one or more of the following duties:
- (a) Interpreting or translating Bantu languages;
- (b) making out delivery or railway consignment notes;
- (c) checking, mass-measuring or recording particulars of materials consumed or to be consumed or semi-finished or finished products;
- (d) issuing passes, certificates of service or time cards, or registering the engagement or discharge of employees;
- (e) keeping, filing or sorting time or wage cards;
- (f) filing or keeping in safe custody documents relating to his duties;
- (g) assembling orders according to a written order, list or written instructions;
- (19) "Grade I employee" means an employee who is engaged in any one or more of the following operations or capacities:
- (a) Brine pumping of bacon or ham;
- (b) double seamer feeder;
- (c) labelling by semi-automatic or hand-operated machine;
- (d) non-automatic seaming or clinching;
- (e) oiling or greasing power-driven machines or vehicles;
- (f) operator of a power-driven hoist, other than a mobile hoist;
- (g) operator of a combination bowl cutter machine;
- (h) operator of an automatic packing or wrapping machine;
- (20) "Grade II employee" means an employee who is engaged in any one or more of the following capacities:
- (a) Brine pumping of meat other than bacon or ham;
- (b) deboning middles of bacon, hams or beef;
- (c) defatting hams;
- (d) delivering or conveying letters, messages or goods outside an establishment on foot or by means of a bicycle, tricycle or manually-propelled vehicle;
- (e) driving an animal-drawn vehicle;
- (f) filling sausage or polony casings by machine;
- (g) goods lift attendant;
- (h) ironing, mending or washing overalls or other protective clothing;
- (i) operating a linking or peeling machine;
- (j) perforating labels;
- (k) slicing processed meats;
- (l) soldering;
- (m) trimming meat preparatory to curing;
- (n) mass-measuring to a set mass-measurer;
- (21) "Grade III employee" means an employee who is engaged in any one or more of the following operations:
- (a) Assisting on delivery vehicles;
- (b) binding, wiring or strapping boxes or other containers;
- (c) carrying, moving or stacking goods or articles by hand;
- (d) cleaning or washing premises, plant, machinery, tools, utensils, furniture, bottles, filter presses or other articles;
- (e) cleaning, scraping or salting guts, skins, hides or offal;
- (f) cooking rations, making tea or similar beverages;
- (g) cutting up meat for mincing or cutting off meat from bones (other than by Grade II employee);
- (h) delivering or conveying letters, messages or goods within an establishment;
- (i) feeding meat, meat products or ingredients into machines or cooking utensils or emptying such machines or utensils or taking out or removing from such machines or utensils;
- (j) folding containers or paper;
- (k) gardening work;
- (l) hand wrapping or packing processed meats;
- (m) handing out or collecting overalls, aprons, gloves, gumboots or other items of protective clothing;
- (n) herding, driving or tending animals;

(o) voerings, skywe of ringe met die hand in deksels plaas;
 (p) uitskep;
 (q) geboue of ander strukture afwit;
 (r) laai of aflaai;
 (s) vure maak of aan die brand hou, afval of as verwyder;
 (t) volgens 'n gestelde maat meet of volgens 'n gestelde volume volmaak;

(u) nie-kragaangedrewe voertuie olie of smeer;
 (v) kiste, bale, dromme of ander pakkette of houters oop- of toemaak;

(w) karton- of soortgelyke houters met die hand oopmaak of opstel;

(x) 'n handhysmasjiën bedien;

(y) artikels van dieselfde grootte en getal plaas in houters wat spesiaal gemaak is om sulke artikels te bevat;

(z) voertuie op 'n ander wyse as met behulp van kragaangedrewe toestelle stoot of trek;

(aa) artikels op 'n bewegende band of platform plaas of daarvan afhaal;

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

(ac) met die hand sif;

(ad) blikke of houters sorteer of lê sakke sorteer, tel of bondel;

(ae) kiste, sakke, kartonne, dromme, blikke of ander pakkette of houters met die hand sjabloneer of merk (maar nie met die hand adresseer nie) of dit van etikette voorsien;

(af) gebuigde flense reg buig;

(ag) vleis of vleisprodukte was;

(ah) worsderms oopvou of wors of polonie vasbind;

(22) "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;

(23) "wet" ook die gemene reg;

(24) "bestuurder" 'n werknemer wat deur sy werkgever belas is met die algehele—

(a) toesig oor,

(b) verantwoordelikheid vir, en

(c) leiding van

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk;

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

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

(27) "motorvoertuig" 'n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere en omvat dit ook 'n voorhaker en 'n trekker maar nie 'n mobiele hystoestel nie;

(28) "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 werkeure by klousule 5 (1), (2) of (3) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk waarin 'n werknemer—

(a) wie se gewone werkeure by klousule 5 (1) voorgeskryf word, op 'n Sondag vir sy werkgever werk nie;

(b) wie se gewone werkeure by klousule 5 (3) voorgeskryf word, gedurende sy vry periode by klousule 5 (10) voorgeskryf, vir sy werkgever werk nie;

(29) "deeltydse drywer van 'n motorvoertuig" 'n werknemer wat in die reël ander werk doen as om 'n motorvoertuig te dryf maar wat op meer as twee dae in 'n week 'n motorvoertuig vir altesaam hoogstens drie uur op enige sodanige dag dryf, en by die toepassing van hierdie woordskrywing omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat hy dryf en alle tyd wat die drywer, terwyl hy in beheer van die voertuig is, aan werk in verband met die voertuig of die vraag bestee;

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

(31) "gekwalifiseerd", met betrekking tot 'n werknemer, dat vanweë die werknemer se ondervinding in sy klas werk, hy geregtig is op die hoogste loonskaal wat vir daardie klas werk voorgeskryf is; en, omgekeerd, beteken "ongekwalifiseerd" dat vanweë sy ondervinding in sy klas werk, hy nie op sodanige hoogste skaal geregtig is nie;

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

(o) inserting liners, discs or rings into lids by hand;

(p) lading;

(q) lime-washing buildings or structures;

(r) loading or unloading;

(s) making or maintaining fires, removing refuse or ashes;

(t) measuring to a set measure or filling to a set volume;

(u) oiling or greasing non-power-driven vehicles;

(v) opening or closing boxes, bales, drums, or other packages or containers;

(w) opening up or setting up cardboard or similar containers by hand;

(x) operating a hand hoist;

(y) placing articles of a uniform size and number in receptacles specially made to contain such articles;

(z) pushing or pulling any vehicle otherwise than by power-driven device;

(aa) putting articles on to or taking them off from a moving belt or platform;

(ab) sawing or chopping up bones, cutting up or melting fat or putting fat through machines;

(ac) sieving by hand;

(ad) sorting tins or containers or sorting, counting or bundling empty bags;

(ae) stencilling, marking (but not addressing by hand) or affixing labels to boxes, bags, cartons, drums, tins or other packages or containers by hand;

(af) straightening bent flanges;

(ag) washing meat or meat products;

(ah) unfolding sausage casings or tying sausages or polonies;

(22) "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;

(23) "law" includes the common law;

(24) "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;

(25) "meat cook" means an employee who is engaged in and responsible for the cooking of meat or meat products;

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

(27) "motor vehicle" means any power-driven vehicle used for conveying goods and includes a mechanical horse and a tractor but does not include a mobile hoist;

(28) "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 or work prescribed for such employee in clause 5 (1), (2) or (3), but does not include any period during which an employee—

(a) whose ordinary hours of work are prescribed in clause 5 (1), works for his employer on a Sunday;

(b) whose ordinary hours of work are prescribed in clause 5 (3), works for his employer during his free period prescribed in clause 5 (10);

(29) "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 purpose 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;

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

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

(32) "refrigeration plant attendant" means an employee who is engaged in checking and controlling temperatures in connection with the refrigeration process in an establishment;

(33) "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;

(34) "kleingooderewerker of spekbereider" 'n werknemer wat verantwoordelik is vir en werksaam is met die maak van wors, polonies, sult of enige ander vleisproduk bedoel vir menslike gebruik of vleis preserveer of spek berei;

(35) "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 magazyn of pakhuis te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n magazyn of pakhuis aan die verbruikersafdelings in 'n bedryfsinrigting of vir versending te lewer;

(36) "toesighouer" 'n werknemer wat onder algemene toesig verantwoordelik is vir 'n groep werknemers graad I en wat, daarbenewens, toesig mag hou oor werknemers graad II of werknemers graad III of werknemers graad II en werknemers graad III;

(37) "tegniese of professionele werknemers" 'n werknemer wat in opdrag van sy werkgever werk van 'n tegniese of professionele aard verrig;

(38) "sleepwa" enige vervoermiddel wat deur 'n motorvoertuig getrek word;

(39) "onbelaste massa" die massa 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 driewielmotorfiets, bromponie of 'n trapfiets met hulpmotor, die onbelaste massa geag word hoogstens 450 kg te wees;

(40) "bestelwabediende" 'n werknemer wat goedere van 'n voertuig deur diere getrek of van 'n motorvoertuig af verkoop en aflewer en wat sodanige voertuig mag bestuur en bestellings mag vra;

(41) "loon" die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat—

(i) as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken.

(ii) 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;

(42) "wag" 'n werknemer wat 'n perseel of eiendom bewaak.

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

3. BESOLDIGING

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

(a) Werknemers, uitgesonderd los werknemers:

	In alle gebiede	
	(a)	(b)
	Per week	Per week
	R	R
Ambagsman.....	64,00	67,00
Klerk, vrou, ongekwalifiseerd—		
gedurende die eerste jaar ondervinding.....	23,08	25,38
gedurende die tweede jaar ondervinding.....	25,38	27,69
gedurende die derde jaar ondervinding.....	27,69	30,00
gedurende die vierde jaar ondervinding.....	30,00	32,31
Daarna, as gekwalifiseerd.....	32,31	34,62
Klerk, man, ongekwalifiseerd—		
gedurende die eerste jaar ondervinding.....	25,38	27,69
gedurende die tweede jaar ondervinding.....	29,54	31,85
gedurende die derde jaar ondervinding.....	33,69	36,00
gedurende die vierde jaar ondervinding.....	37,85	40,15
gedurende die vyfde jaar ondervinding.....	42,00	44,31
Daarna, as gekwalifiseerd.....	46,15	48,46
Kleingooderewerker of spekbereider, ongekwalifiseerd—		
gedurende die eerste jaar ondervinding....	24,00	26,40
gedurende die tweede jaar ondervinding....	31,00	34,00
gedurende die derde jaar ondervinding....	40,00	43,00
gedurende die vierde jaar ondervinding....	49,00	52,00
gedurende die vyfde jaar ondervinding....	58,00	61,00
Daarna, as gekwalifiseerd.....	67,00	70,00

(33) "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;

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

(35) "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;

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

(37) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character;

(38) "trailer" means any conveyance drawn by a motor vehicle;

(39) "unladen mass" means the mass 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 autocycle or a cycle fitted with an auxiliary engine, the unladen mass shall be deemed not to exceed 450 kg;

(40) "vanman" means an employee who is engaged in selling and delivering goods from an animal-drawn vehicle or motor vehicle and who may drive such vehicle and solicit orders;

(41) "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 that—

(i) 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) 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 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;

(42) "watchman" means an employee who is engaged in guarding premises or property.

(b) 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) Employees other than casual employees:

	In all areas	
	(a)	(b)
	Per week	Per week
	R	R
Artisan.....	64,00	67,00
Clerk, female, unqualified—		
during the first year of experience.....	23,08	25,38
during the second year of experience.....	25,38	27,69
during the third year of experience.....	27,69	30,00
during the fourth year of experience.....	30,00	32,31
Thereafter, as qualified.....	32,31	34,62
Clerk, male, unqualified—		
during the first year of experience.....	25,38	27,69
during the second year of experience.....	29,54	31,85
during the third year of experience.....	33,69	36,00
during the fourth year of experience.....	37,85	40,15
during the fifth year of experience.....	42,00	44,31
Thereafter, as qualified.....	46,15	48,46
Smallgoodsman or bacon curer, unqualified—		
during the first year of experience.....	24,00	26,40
during the second year of experience.....	31,00	34,00
during the third year of experience.....	40,00	43,00
during the fourth year of experience.....	49,00	52,00
during the fifth year of experience.....	58,00	61,00
Thereafter, as qualified.....	67,00	70,00

(ii)		In die landdrosdistrikte Aliwal-Noord, Balfour, Barkly-Wes, Bethlehem, Delmas, Estcourt, Heidel- berg, Kliprivier, Kroon- stad, Mooirivier, Oden- daalsrus, Parys, Potchef- stroom, Queenstown, Richmond, Standerton, Virginia en Vryburg en die munisipale gebiede van Empangeni, Pietersburg, Piet Retief en Witbank		In alle ander gebiede	
		(a) Per week	(b) Per week	(a) Per week	(b) Per week
		R	R	R	R
Faktotum.....		30,00	33,00	33,00	36,00
Fabrieksklerk, ongekwalifiseerd—					
gedurende die eerste ses maande ondervinding.....		17,00	18,70	22,00	24,20
gedurende die tweede ses maande ondervinding.....		19,00	20,90	23,90	26,30
Daarna, as gekwalifiseerd.....		21,00	23,10	25,90	28,50
Vleiskok en bediener van verkoelingsinstallasie, ongekwalifiseerd—					
gedurende die eerste ses maande ondervinding.....		15,80	17,40	17,00	18,70
gedurende die tweede ses maande ondervinding.....		19,50	21,50	22,00	24,20
gedurende die derde ses maande ondervinding.....		23,00	25,30	26,00	28,60
gedurende die vierde ses maande ondervinding.....		25,70	28,30	29,50	32,50
gedurende die vyfde ses maande ondervinding.....		28,00	30,80	32,00	35,20
gedurende die sesde ses maande ondervinding.....		30,00	33,00	34,50	38,00
Daarna, as gekwalifiseerd.....		32,00	35,20	37,00	40,70
Bestelwabediende—					
gedurende die eerste ses maande ondervinding.....		32,00	36,00	37,00	41,00
daarna.....		45,00	49,00	49,00	53,00
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—					
(i) hoogstens 450 kg is.....		17,50	19,00	23,00	25,00
(ii) meer as 450 kg maar hoogstens 2 700 kg is.....		21,00	24,00	28,00	30,00
(iii) meer as 2 700 kg maar hoogstens 4 500 kg is.....		27,00	30,00	33,00	36,00
(iv) meer as 4 500 kg is.....		32,00	35,00	38,00	41,00
Deeltydse drywer van 'n motorvoertuig.....		21,00	24,00	28,00	30,00

(iii)

	In die landdrosdistrikte Bellville, Die Kaap, Good- wood, Simonstad en Wyn- berg		In die landdrosdistrikte Kuilrivier, Malmesbury, Paarl, Pietermaritzburg, Somerset-Wes, Stellen- bosch, Strand, Uitenhage en Worcester		In die landdrosdistrikte Bloemfontein, Oos-Londen, Kimberley, Klerksdorp en Welkom	
	(a) Per week	(b) Per week	(a) Per week	(b) Per week	(a) Per week	(b) Per week
	R	R	R	R	R	R
Ketelbediener.....	20,40	22,40	17,60	19,40	16,50	18,20
Onderbaas.....						
Wag.....						
Werknemer graad I, ongekwalifiseerd—						
gedurende die eerste ses maande ondervinding.....	19,50	21,40	16,80	18,50	15,80	17,40
gedurende die tweede ses maande ondervinding.....	21,30	23,20	18,80	20,70	17,70	19,50
Daarna, as gekwalifiseerd.....	23,00	25,00	20,80	22,90	19,50	21,50
Werknemer graad II, vrou.....	15,80	17,30	13,60	15,00	12,80	14,10
Werknemer graad II, man.....	19,50	21,40	16,80	18,50	15,80	17,40
Werknemer graad III, man, 18 jaar oud en ouer.....	18,50	20,30	16,00	17,60	15,00	16,50
Werknemer graad III, man, onder 18 jaar.....	13,90	15,30	12,00	13,20	11,30	12,40
Werknemer graad III, vrou.....	14,80	16,30	12,80	14,10	12,00	13,20
Bediener van 'n mobiele hystoestel.....	23,00	25,00	20,80	22,90	19,50	21,50
Toesighouer.....	25,00	27,50	21,60	23,80	20,30	22,30
Werknemer nie elders in hierdie klousule uitdruklik ver- meld nie.....	19,50	21,40	16,80	18,50	15,80	17,40

	In die landdrosdistrikte Delmas, Estcourt, Heidelberg, Kroonstad, Oendaalsrus en Virginia		In die landdrosdistrikte Aliwal-Noord, Balfour, Barkly-Wes, Bethlehem, Kliprivier, Mooirivier, Parys, Potchefstroom, Queenstown, Richmond, Standerton en Vryburg en die munisipale gebiede van Empangeni, Pietersburg, Piet Retief en Witbank		In alle ander gebiede	
	(a) Per week	(b) Per week	(a) Per week	(b) Per week	(a) Per week	(b) Per week
	R	R	R	R	R	R
Ketelbediener.....	14,90	16,30	13,20	14,50	18,70	20,60
Onderbaas.....						
Wag.....						
Werknemer graad I, ongekwalifiseerd—						
gedurende die eerste ses maande ondervinding.....	14,20	15,60	12,60	13,90	17,90	19,70
gedurende die tweede ses maande ondervinding.....	15,90	17,50	14,10	15,60	20,00	22,10
Daarna, as gekwalifiseerd.....	17,60	19,30	15,60	17,20	22,10	24,40
Werknemer graad II, vrou.....	11,50	12,60	10,20	11,30	14,50	15,90
Werknemer graad II, man.....	14,20	15,60	12,60	13,90	17,90	19,70
Werknemer graad III, man, 18 jaar oud en ouer.....	13,50	14,80	12,00	13,20	17,00	18,70
Werknemer graad III, man, onder 18 jaar.....	10,20	11,10	9,00	9,90	12,80	14,10
Werknemer graad III, vrou.....	10,80	11,90	9,60	10,60	13,60	15,00
Bediener van 'n mobiele hystoestel.....	17,60	19,30	15,60	17,20	22,10	24,40
Toesighouer.....	18,30	20,00	16,20	17,90	23,00	25,30
Werknemer nie elders in hierdie klousule uitdruklik vermeld nie.....	14,20	15,60	12,60	13,90	17,90	19,70

(a) Gedurende die eerste 12 maande na die inwerkingtreding van hierdie Vasstelling.

(b) Daarna.

	In the Magisterial Districts of Aliwal North, Balfour, Barkly West, Bethlehem, Delmas, Estcourt, Heidelberg, Klip River, Kroonstad, Mooi River, Oendaalsrus, Parys, Potchefstroom, Queenstown, Richmond, Standerton, Virginia and Vryburg and the municipal areas of Empangeni, Pietersburg, Piet Retief and Witbank		In all other areas	
	(a) Per week	(b) Per week	(a) Per week	(b) Per week
	R	R	R	R
Handyman.....	30,00	33,00	33,00	36,00
Factory clerk, unqualified—				
during the first six months of experience.....	17,00	18,70	22,00	24,20
during the second six months of experience.....	19,00	20,90	23,90	26,30
Thereafter, as qualified.....	21,00	23,10	25,90	28,50
Meat cook and refrigeration plant attendant, unqualified—				
during the first six months of experience.....	15,80	17,40	17,00	18,70
during the second six months of experience.....	19,50	21,50	22,00	24,20
during the third six months of experience.....	23,00	25,30	26,00	28,60
during the fourth six months of experience.....	25,70	28,30	29,50	32,50
during the fifth six months of experience.....	28,00	30,80	32,00	35,20
during the sixth six months of experience.....	30,00	33,00	34,50	38,00
Thereafter, as qualified.....	32,00	35,20	37,00	40,70
Vanman—				
during the first six months of experience.....	32,00	36,00	37,00	41,00
thereafter.....	45,00	49,00	49,00	53,00
Driver of a motor vehicle the unladen mass of which together with the unladen mass of any trailer or trailers drawn by such vehicle—				
(i) does not exceed 450 kg.....	17,50	19,00	23,00	25,00
(ii) exceeds 450 kg but not 2 700 kg.....	21,00	24,00	28,00	30,00
(iii) exceeds 2 700 kg but not 4 500 kg.....	27,00	30,00	33,00	36,00
(iv) exceeds 4 500 kg.....	32,00	35,00	38,00	41,00
Part-time driver of a motor vehicle.....	21,00	24,00	28,00	30,00

	In the Magisterial Districts of Bellville, The Cape, Goodwood, Simonstown and Wynberg		In the Magisterial Districts of Kuils River, Malmesbury, Paarl, Pietermaritzburg, Somerset West, Stellenbosch, Strand, Uitenhage and Worcester		In the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp and Welkom	
	(a) Per week	(b) Per week	(a) Per week	(b) Per week	(a) Per week	(b) Per week
	R	R	R	R	R	R
Boiler attendant.....	20,40	22,40	17,60	19,40	16,50	18,20
Chargehand.....						
Watchman.....						
Grade I employee, unqualified—						
during the first six months of experience.....	19,50	21,40	16,80	18,50	15,80	17,40
during the second six months of experience.....	21,30	23,20	18,80	20,70	17,70	19,50
Thereafter, as qualified.....	23,00	25,00	20,80	22,90	19,50	21,50
Grade II employee, female.....	15,80	17,30	13,60	15,00	12,80	14,10
Grade II employee, male.....	19,50	21,40	16,80	18,50	15,80	17,40
Grade III employee, male, 18 years of age and over.....	18,50	20,30	16,00	17,60	15,00	16,50
Grade III employee, male, under 18 years of age.....	13,90	15,30	12,00	13,20	11,30	12,40
Grade III employee, female.....	14,80	16,30	12,80	14,10	12,00	13,20
Mobile hoist operator.....	23,00	25,00	20,80	22,90	19,50	21,50
Supervisor.....	25,00	27,50	21,60	23,80	20,30	22,30
Employee not elsewhere in this clause specifically mentioned.....	19,50	21,40	16,80	18,50	15,80	17,40

	In the Magisterial Districts of Delmas, Estcourt, Heidelberg, Kroonstad, Odendaalsrus and Virginia		In the Magisterial Districts of Aliwal North, Balfour, Barkly West, Bethlehem, Klip River, Mooi River, Parys, Potchefstroom, Queenstown, Richmond, Standerton and Vryburg and the municipal areas of Empangeni, Pietersburg, Piet Retief and Witbank		In all other areas	
	(a) Per week	(b) Per week	(a) Per week	(b) Per week	(a) Per week	(b) Per week
	R	R	R	R	R	R
Boiler attendant.....	14,90	16,30	13,20	14,50	18,70	20,60
Chargehand.....						
Watchman.....						
Grade I employee, unqualified—						
during the first six months of experience.....	14,20	15,60	12,60	13,90	17,90	19,70
during the second six months of experience.....	15,90	17,50	14,10	15,60	20,00	22,10
Thereafter, as qualified.....	17,60	19,30	15,60	17,20	22,10	24,40
Grade II employee, female.....	11,50	12,60	10,20	11,30	14,50	15,90
Grade II employee, male.....	14,20	15,60	12,60	13,90	17,90	19,70
Grade III employee, male, 18 years of age and over.....	13,50	14,80	12,00	13,20	17,00	18,70
Grade III employee, male, under 18 years of age.....	10,20	11,10	9,00	9,90	12,80	14,10
Grade III employee, female.....	10,80	11,90	9,60	10,60	13,60	15,00
Mobile hoist operator.....	17,60	19,30	15,60	17,20	22,10	24,40
Supervisor.....	18,30	20,00	16,20	17,90	23,00	25,30
Employee not elsewhere in this clause specifically mentioned.....	14,20	15,60	12,60	13,90	17,90	19,70

(a) During the first 12 months after the coming into operation of this Determination.

(b) Thereafter.

(b) *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—

(i) waar die werkgever 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;

(ii) waar die werkgever van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent verminderd kan word.

(b) *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—

(i) 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;

(ii) 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 50 per cent.

(2) *Kontrakgrondslag*.—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens klousule 4 (6), moet '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 Werknemer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor of—

(a) 'n hoër loon as dié van sy eie klas; 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) hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, onderverdeling of geslag berus;

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

(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 enige ander werknemer.

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

(5) *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 50c per week of, as hy 'n los werknemer is, minstens 10c per dag betaal.

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers*.—Behoudens klousule 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 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde koevert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, 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 oor tyd gewerk het;

(e) die getal ure wat die werknemer op 'n Sondag, 'n openbare vakansiedag in klousule 8 (1) bedoel, 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

(j) die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat—

(i) op die skriftelike versoek van die werknemer, die bedrag aan hom verskuldig gestort kan word op sy bouvereniging- of bankrekening deur die werkgever wat die betrokke kwitanse, tesame met voornoemde staat, aan hom moet oorhandig;

(2) *Basis of contract*.—For the purposes of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (6), 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) 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 hours of work prescribed for such employee in any week.

(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 normally works a five-day week;

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

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

(5) *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 50c per week or, if he is a casual employee, not less than 10c 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 of within 15 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 an 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 referred to in clause 8 (1), 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) 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) 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;

(ii) voornoemde inligting betreffende tyd gewerk nie verstrekkend te word aan 'n werknemer wat ingevolge klousule 5 (11) (a) en (b) van die werkurebepalings uitgesluit is nie.

(2) *Los werknemer*.—'n Werknemer moet die besoldiging wat aan 'n los werknemer verskuld 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 inwoning*.—Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om kos of inwoning of kos en inwoning van hom of van enigiemand anders of op 'n plek deur hom aangewys, aan te neem nie.

(6) *Aftekings*.—'n Werkgever mag sy werknemer geen boetes opleë 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-, siektebystand-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledegelde van vakverenigings;

(b) behoudens andersluidende bepalinge 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 moet of mag aftrek;

(d) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkgever aan te neem, 'n bedrag van hoogstens—

	Per week	Per maand
	R	R
(i) Kos.....	1,30	5,63
(ii) Inwoning.....	0,70	3,04
(iii) Kos en inwoning.....	2,00	8,67

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

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

(iii) geen afrekening ten opsigte van korttyd geskied nie 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, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

(f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever betaal het of onderneem het om te betaal aan 'n munisipale raad of ander plaaslike owerheid ten opsigte van die huur van 'n huis of vir huisvesting in 'n tehuis wat die werknemer in 'n lokasie of Bantodorp 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 of 'n deurlopende proseswerker, vereis of hom toelaat om meer gewone werkure te werk nie as—

(a) in die geval van 'n werknemer wat ses dae per week werk—

(i) 46 in 'n week van Maandag tot en met Saterdag; en

(ii) behoudens 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;

(ii) the aforementioned information relating to 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 (11) (a) and (b).

(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.....	1,30	5,63
(ii) Lodging.....	0,70	3,04
(iii) Board and lodging.....	2,00	8,67

(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 deductions 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, 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, 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, or has undertaken to pay, 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 or a continuous process worker, to work more ordinary hours of work than—

(a) in the case of an employee who works a six-day week—

(i) 46 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 die geval van 'n werknemer wat vyf dae per week werk—

(i) 46 in 'n week van Maandag tot en met Vrydag; en

(ii) behoudens 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) 'n Werkgewer mag nie van 'n deurlopendeproseswerker vereis of hom toelaat om meer gewone werkure te werk nie as—

(a) 48 in enige week van Sondag tot en met Saterdag: Met dien verstande dat 'n deurlopendeproseswerker vir elke gewone werkuur wat hy bo en behalwe 46 in 'n week werk, betaal moet word teen 'n skaal van minstens een en 'n derde maal sy gewone loon, maar hierdie voorbehoudsbepaling is nie van toepassing op 'n deurlopendeproseswerker wat gewoonlik 'n werkweek van vyf dae het nie;

(b) behoudens paragraaf (a) hiervan, agt op 'n dag: Met dien verstande dat 'n werkgewer van sodanige werknemer kan vereis of hom kan toelaat om twee skofte van agt uur op een dag te werk maar nie meer as een keer in 'n tydperk van drie agtereenvolgende weke nie en sodat die werknemer 'n vry periode van minstens agt uur tussen sodanige skofte het.

(4) *Etenspouse.*—'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 kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

(ii) werktidperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoudsbepaling (i) of (v) van toepassing is, geag word aanelopend te wees;

(iii) as sodanige pouse langer as een uur is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktid te wees;

(iv) alleenlik een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag nie deel van die gewone werkure mag uitmaak nie;

(v) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op 'n dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word mits die totale tydperk wat die werknemer na die eerste etenspouse van die dag gewerk het, hoogstens sewe uur is, en sodanige tweede etenspouse moet geag word nie deel van die gewone werkure of van oortyd uit te maak nie;

(vi) 'n drywer 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.

(5) *Ruspouse.*—'n Werkgewer moet, so na as doenlik aan die middel van elke werktidperk in die voor- en namiddag, aan elkeen van sy werknemers 'n ruspouse van minstens 10 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: Met dien verstande dat wanneer 'n werkgewer sy werknemer gedurende elke werktidperk in die voormiddag 'n ruspouse van minstens 20 minute toestaan, daar van die ruspouse in die namiddag afgesien kan word.

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

(7) *Bepierking 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; en

(b) in die geval van enige ander werknemer, 10 uur in 'n week.

(8) *Vroulike werknemers.*—Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgewer nie van 'n vroulike werknemer vereis of haar toelaat om—

(a) tussen 18h00 en 06h00 te werk nie;

(b) op meer as vyf dae in 'n week na 13h00 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 hoogstens 10 uur in enige week is;

(b) in the case of an employee who works a five-day week—

(i) 46 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) An employer shall not require or permit a continuous process worker to work more ordinary hours of work than—

(a) 48 in any week from Sunday to Saturday, inclusive: Provided that any ordinary hours of work worked by a continuous process worker in any week in excess of 46 hours shall be paid for at a rate of not less than one and one third times his ordinary wage, but this proviso shall not apply to a continuous process worker who normally works a five-day week;

(b) subject to paragraph (a) hereof, eight on any day: Provided that an employer may require or permit such an employee to work two shifts of eight hours on one day but not more often than once in any period of three consecutive weeks and so that the employee has a free period of at least eight hours between such shifts.

(4) *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 (v) applies, shall be deemed to be continuous;

(iii) if such interval be longer than one hour, any period in excess of one and one quarter hours shall be deemed to be time worked;

(iv) 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;

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

(vi) 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 purpose of this subclause not to have worked during such interval.

(5) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each 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: Provided that where an employer grants his employee a rest interval of not less than 20 minutes during each morning work period, the afternoon rest interval may be dispensed with.

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

(7) *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, 10 hours in any week.

(8) *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 18h00 and 06h00;

(b) after 13h00 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 10 hours are not exceeded in any week;

- (d) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;
 (e) op meer as 60 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 45c betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.
 (9) *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 werknemer 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.
 (10) *Vry periode.*—'n Werkgewer moet elke deurlopendeproseswerker in sy diens een vry periode van minstens 24 agtereenvolgende ure gedurende elke tydperk van sewe agtereenvolgende dae toestaan: Met dien verstande dat 'as 'n werkgewer van sodanige werknemer vereis of hom toelaat om gedurende sy vry periode te werk, daar geag word dat die ure aldus gewerk nie deel uitmaak van die gewone werkure in subklousule (1) voorgeskryf nie.

(11) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie op 'n bestelwabediende, kleingoederewerker of spekbereider of op 'n senior bestuurs- of administratiewe werknemer of op 'n tegniese of professionele werknemer van toepassing nie indien en solank so 'n werknemer gereeld 'n loon teen minstens R300 per maand in Gebied A, R280 per maand in Gebied B en R260 per maand in Gebied C ontvang.

(b) Hierdie klousule is nie op 'n wag wie se werkgewer hom 'n dag van 24 agtereenvolgende ure ten opsigte van elke week diens vry afgee, 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 dag vry af aan sy wag gee, sodanige wag dié loon mag betaal wat hy sou ontvang het indien hy nie op sodanige dag gewerk het nie, plus 'n bedrag van minstens twee maal sy dagloon ten opsigte van sodanige dag wat nie toegestaan is nie.

(c) Subklousules (4), (5), (6) en (7) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.

(d) Subklousules (4) en (5) is nie op 'n deurlopendeproseswerker of op 'n werknemer wat die werksaamhede verrig wat onder item (f) of (n) in die woordomskriving van "werknemer, graad III," voorkom, van toepassing nie.

(e) Subklousule (5) is nie op 'n bestelwabediende wat nie ooreenkomstig subklousule (a) van die werkurebepalings vrygestel is nie, of op 'n drywer van 'n motorvoertuig, 'n deelydse drywer van 'n motorvoertuig of op 'n werknemer, graad III, wat 'n bestelwabediende, drywer van 'n motorvoertuig of 'n deelydse drywer van 'n motorvoertuig vergesel, van toepassing nie.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom verlof verleen van—

(a) in die geval van 'n wag, 21 agtereenvolgende dae;

(b) in die geval van enige ander werknemer, 14 agtereenvolgende dae;

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

(i) in die geval van 'n werknemer in paragraaf (a) bedoel, '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 werknemer wat stukwerk verrig, bereken word op die grondslag uiteengegiet in artikel 20 (5) van die Wet op Fabrieke, 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 subklousule (3), so verleen moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit

(d) overtime on more than three consecutive days in any week;

(e) overtime on more than 60 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 45c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(9) *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.

(10) *Free period.*—An employer shall grant to each of his continuous process workers one free period of not less than 24 consecutive hours during every seven consecutive days: Provided that if an employer requires or permits such an employee to work during his free period, the hours so worked shall be deemed not to be part of the ordinary hours of work prescribed in subclause (1).

(11) *Savings.*—(a) This clause shall not apply to a vanman, a smallgoodsman or bacon curer or to a senior managerial or administrative employee or to a technical or professional employee if an for so long as such an employee is in receipt of a regular wage at a rate of not less than R300 per month in Area A, R280 per month in Area B and R 260 per month in Area C.

(b) This clause shall not apply to a watchman whose employer grants him a day off of 24 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 day off, pay such watchman the wage which he would have received if he had not worked on such day, plus an amount of not less than double his daily wage in respect of such day not granted.

(c) Subclauses (4), (5), (6) and (7) shall not apply to an employee while he is engaged on emergency work.

(d) Subclauses (4) and (5) shall not apply to a continuous process worker or to an employee performing the operations mentioned in item (f) or (n) in the definition of "Grade III employee".

(e) Subclause (5) shall not apply to a vanman who is not excluded from the hours of work provisions by virtue of subclause (a) or to a driver of a motor vehicle, a part-time driver of a motor vehicle or to a Grade III employee accompanying a vanman, a driver of a motor vehicle or a part-time driver of a motor vehicle.

6. ANNUAL LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him—

(a) in the case of a watchman, 21 consecutive days' leave;

(b) in the case of any other employee, 14 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 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 12

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;

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte van 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 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

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

(i) dat sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van 12 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) 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 diensstermyn van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf 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 voltooide maand van sodanige diensstermyn 'n bedrag betaal word van minstens—

(a) in die geval van 'n werknemer in subklousule (1) (a) bedoel een vierde van die weekloon; en

(b) in die geval van 'n werknemer in subklousule (1) (b) 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: Voorts met dien verstande dat, behoudens klousule 12 (4), '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 10 weke; en

months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee 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) if New Year's Day, Good Friday, Ascension Day, Republic 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 12 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 24 months of employment;

Provided that—

(i) the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates; and

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

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

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

(b) in the case of an employee referred to in subclause (1) (b), 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): Provided further that, subject to clause 12 (4), an employee—

(i) who leaves his employment 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 10 weeks; and

(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 opleidingstydperk as diens te eis nie, en word diens geag te begin—

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

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

(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 waarop hierdie Vasstelling bindend geword het, 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 12 maande, sy bedryfsinrigting of 'n deel van sy bedryfsinrigting sluit vir 14 agtereenvolgende dae plus alle addisionele dae wat moontlik uit hoofde van die derde voorbehoudsbepaling van subklousule (2) daarby gevoeg moet word.

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting of deel van 'n bedryfsinrigting waarin hy werksaam is, nie geregtig is nie op die volle tydperk van die jaarlikse verlof by subklousule (1) (b) voorgeskryf 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 subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof verleen—

(a) in die geval van 'n werknemer wat normaalweg vyf dae per week werk, altesaam minstens 20 werkdae; en

(b) in die geval van enige ander werknemer, altesaam minstens 24 werkdae;

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig 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 20 of 24 werkdae, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande wat die werknemer bydraes betaal, verlaag kan word maar tot minstens die aanwaskoers in die eerste voorbehoudsbepaling van hierdie subklousule vermeld;

(iii) waar 'n werkgever ingevolge '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 ingevolge 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, hierdie klousule nie van toepassing is nie;

(v) by die toepassing van hierdie klousule die loon van 'n werknemer wat stukwerk verrig, bereken moet word op die grondslag uiteengesit in artikel 20 (5) van die Wet op Fabriek-, Masjinerie en Bouwerk, 1941.

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

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

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

(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 12 months, close his establishment or a portion of his establishment for 14 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, 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 the portion of the establishment, as the case may be.

7. SICK LEAVE

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

(a) in the case of an employee who normally works a five-day week, not less than 20 work-days; and

(b) in the case of any other employee, not less than 24 work-days;

sick leave in the aggregate during each cycle of 24 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 24 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 20 or 24 work-days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 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, this clause shall not apply;

(v) for the purpose of this clause the wage of an 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) 'n Werkgewer kan, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk—

(a) vir langer as drie agtereenvolgende werkdag; of

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

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

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgewer 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 werkgewer 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 hom 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;

(ab) op las of versoek van sy werkgewer;

(ac) met siekteverlof ingevolge subklousule (1);

en wat in enige jaar altesaam hoogstens 10 weke beloop; 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 opleidingstydperk as diens te eis nie;

en word enige tydperk van diens by dieselfde werkgewer onmiddellik voordat hierdie Vasstelling bindend geword het, by die toepassing van hierdie klousule 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 klousules 4 (6) en 6 (2), moet 'n werkgewer aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag 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, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgewer hom, behoudens 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, hy geag word vier uur te gewerk het.

(3) Wanneer 'n werknemer, uitgesonderd 'n deurlopendeproseswerker, op 'n Sondag werk, moet sy werkgewer of—

(a) die werknemer—

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

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

(a) for more than three consecutive work-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, Republic 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) Where, during the first cycle of 24 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 so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken.

(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;

(ab) on the instructions or at the request of his employer;

(ac) on sick leave in terms of subclause (1);

amounting in the aggregate, in any year, to not more than 10 weeks, and

(ii) 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 any period of employment which an employee has had with the same employer immediately before the date on which this Determination became binding 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 an employee during such period shall be deemed to have been granted under this Determination;

(b) “incapacity” means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, 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 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, Republic 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, Republic 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, other than a continuous process worker 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) 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) die werknemer 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) Wanneer 'n deurlopendeproseswerker op 'n Sondag werk, moet sy werkgever hom, behoudens subklousule (5), minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die totale tydperk wat hy op sodanige Sondag werk: Met dien verstande dat werk op 'n Sondag nie betaling vir oortyd sal meebring wat die besoldiging in hierdie subklousule voorgeskryf, te bowe sal gaan nie.

(5) Wanneer 'n deurlopendeproseswerker gedurende sy vry periode werk, moet sy werkgever hom minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk wat hy gedurende sodanige vry periode werk: Met dien verstande dat hy minstens dubbel sy dagloon betaal moet word.

(6) Wanneer 'n deurlopendeproseswerker 'n skof werk wat gedeeltelik op 'n openbare vakansiedag in subklousule (1) bedoel, of op 'n Sondag en gedeeltelik op enige ander kalenderdag val, word daar geag dat die hele skof gewerk was op die kalenderdag waarop die grootste gedeelte van sodanige skof val.

(7) Elke werkgever wat deurlopendeproseswerkers in diens het, moet voor die aanvang van elke skofsiklus in sy bedryfsinrigting 'n kennisgewing of tydtafel opplaak op 'n opvallende plek wat hyself moet bepaal, om aan te dui watter skofte van elke sodanige werker vereis sal word om gedurende die daaropvolgende skofsiklus te werk en watter periodes elke sodanige werker vry sal hê. Die werkgever moet sodanige kennisgewing of tydtafel vir 'n tydperk van drie jaar na die datum daarvan bewaar.

(8) Subklousules (2) tot en met (7) is nie op 'n los werknemer of 'n wag of 'n werknemer wat ooreenkomstig klousule 5 (11) (a) van die werkurebepalings uitgesluit is, van toepassing nie.

9. STUKWERK EN KOMMISSIEWERK

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

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

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

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

10. VERBOD OP INDIËNSNEMING

'n Werkgever mag niemand onder die leeftyd van 15 jaar in diens neem nie.

(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 the employee 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) Whenever a continuous process worker works on a Sunday, his employer shall pay him, subject to the provisions of subclause (5), at a rate of not less than one and one third times his ordinary wage in respect of the total period worked by him on such Sunday: Provided that work on a Sunday shall not attract payment for overtime over and above the rate of remuneration prescribed in this subclause.

(5) Whenever a continuous process worker works during his free period, his employer shall pay him at a rate of not less than double his ordinary wage in respect of the total period worked by him during such free period: Provided that he shall be paid not less than double his daily wage.

(6) Whenever a continuous process worker works on a shift which falls partly on any public holiday mentioned in subclause (1) or on a Sunday and partly on any other calendar day, the whole shift shall be deemed to have been worked on the calendar day on which the major portion of such shift falls.

(7) Every employer who employs continuous process workers shall, prior to the commencement of each shift cycle, affix in some conspicuous place upon his premises to be determined by him a notice or time-table indicating the shifts which each such worker will be required to work during the ensuing shift cycle and the free periods of each such worker. The employer shall retain such notice or time-table for a period of three years subsequent to the date thereof.

(8) Subclauses (2) to (7) inclusive, shall not apply to a casual employee or a watchman or an employee who is excluded from the hours of work provisions by virtue of Clause 5 (11) (a).

9. PIECE-WORK AND COMMISSION WORK

(1) An employer may, after at least one week's notice to his employee, 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 subclause (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.

10. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of 15 years.

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 30c 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 regtens van toepassing mag wees op 'n werknemer wat dros;

nie hierdeur geraak word nie: Voorts met dien verstande 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 draar ooreengekom is.

(3) Die kennisgewing by subklousule (1) voorgeskryf kan 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: Met dien verstande dat wanneer 'n werkgewer 'n bedrag aldus aan homself toeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (5) geag word dat die werknemer die werkgewer 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 wat wesenlik die vorm het soos in die Bylae van hierdie Vasstelling voorgeskryf en waarin 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 word.

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 30c 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: Provided that where an employer has so appropriated an amount in lieu of notice, it shall be deemed for the purpose of clause 6 (5), that the employee paid the employer in lieu of notice.

13. CERTIFICATE OF SERVICE

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

(1) 'n Werkgewer moet sy drywer van 'n motorvoertuig of sy deelydse drywer van 'n motorvoertuig voorsien van 'n logboek wat sover doenlik die volgende vorm het:

DAAGLIKSE LOG

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

(Handtekening van drywer van motorvoertuig)

Datum.....19.....

(2) Elke drywer van 'n motorvoertuig of deelydse drywer van 'n motorvoertuig moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse log in duplo hou en binne 24 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 deelydse drywer van 'n motorvoertuig slegs op "n motorvoertuig dryf" 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 Koelkamer-, Spekbereiding en Kleingoederywerheid 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.

(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, by., klerk, werknemer Graad III, kleingoederewerker.

I. J. CLAASSENS, Voorsitter.

A. W. STEAD, Lid.

P. L. SCHOLTZ, Lid.

D. J. ODENDAAL, Sekretaris.

Pretoria, 3/12/75.

No. 424

19 Maart 1976

LOONWET, 1957

VLEISBEDRYF, SEKERE NATALSE GEBIEDE EN PRETORIA

In opdrag van die Minister van Arbeid word almal wie se belange regstreeks of onregstreeks geraak word deur die aanbeveling wat die Loonraad aan die Minister voorgelê het en wat in die Bylae hiervan verskyn, hierby ooreenkomstig artikel 13 (1) (a) van die Loonwet, 1957, versoek om, as hulle besware het teen die maak van 'n vasstelling ooreenkomstig die aanbeveling, daardie besware binne 30 dae na die publikasie van hierdie kennisgewing skriftelik by die Sekretaris van Arbeid, Privaatsak X117, Pretoria, 0001 in te dien.

Opmerking.—Die loonraadverslag wat op hierdie aanbeveling betrekking het, is beskikbaar vir insae by die kantore van die Afdelingsinspekteurs, Departement van Arbeid, Bloemfontein, Durban, George, Johannesburg, Kaapstad, Kimberley, Oos-Londen, Port Elizabeth en

14. 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..... Time of finishing work.....
 Number of hours worked..... Meal hours from.....
 to.....
 Particulars of any accident or delay.....

(Signature of driver)

Date.....19.....

(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 24 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 business in the Cold Storage, Bacon Curing and Small Goods Manufacturing 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.

(Signature of employer or authorised representative)

Date.....19.....

(a) Delete whichever inapplicable.

(b) State occupation in which employee was wholly or mainly engaged, e.g. clerk, Grade III employee, smallgoodsman.

I. J. CLAASSENS, Chairman.

A. W. STEAD, Member.

P. L. SCHOLTZ, Member.

D. J. ODENDAAL, Secretary.

Pretoria, 3/12/75.

No. 424

19 March 1976

WAGE ACT, 1957

MEAT TRADE, CERTAIN NATAL AREAS AND PRETORIA

By direction of the Minister of Labour, all persons whose interests may be affected directly or indirectly by the recommendation which has been submitted to the Minister by the Wage Board and which appears in the Schedule hereto and who have any objections to the making of a determination in accordance with the recommendation are hereby, in terms of section 13 (1) (a) of the Wage Act, 1957, invited to lodge such objections in writing with the Secretary for Labour, Private Bag X117, Pretoria, 0001, within 30 days after publication of this notice.

Note.—The report of the Wage Board pertaining to this recommendation is available for inspection at the offices of the Divisional Inspectors, Department of Labour, Bloemfontein, Cape Town, Durban, East London, George, Johannesburg, Kimberley, Port Elizabeth and Pretoria.

Pretoria. *Persone wat besware indien in 'n ander vorm as in manuskrip, word versoek om sewe afskrifte van hulle besware en sewe afskrifte van alle bygaande dokumente te verstrek.*

BYLAE

AANBEVELING AAN SY EDELE DIE MINISTER VAN ARBEID DEUR AFDELING B VAN DIE LOONRAAD VLEISBEDRYF, SEKERE NATALSE GEBIEDE EN PRETORIA

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op al die werkgewers en hul werknemers—

(a) in die Vleisbedryf—

(i) in die landdrosdistrikte Durban, Inanda en Pinetown;

(ii) in die munisipale gebied van Pietermaritzburg;

(b) in die Vleisbedryf, uitgesonderd die kleinhandelvleisbedryf en die slag van lewende hawe, in die munisipale gebied van Pretoria.

2. WOORDOMSKRYWING

(a) 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—

(1) "ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomskrywing 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;

(2) "blokman" 'n werknemer, uitgesonderd 'n blokmansassistent of 'n verkoopster, wat in 'n bedryfsinrigting in die Vleisbedryf vleis vir kleinhandelverkope opnsy of wat in die kleinhandelvleisbedryf klante bedien, en wat bestellings mag opmaak of ander pligte in sodanige bedryfsinrigting mag verrig;

(3) "blokmansassistent" 'n werknemer wat karkasse in stukke verdeel of wat, onder die algemene toesig van 'n gekwalifiseerde blokman, vleis vir verkope aan Nie-Blankes opnsy en wat vleis uitsluitlik aan Nie-Blankes mag verkoop;

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

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

(6) "keelafsnier" 'n werknemer wat in 'n slagpaal uitsluitlik skape of bokke slag;

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

(8) "besteller" 'n werknemer wat goedere, briewe of boodskappe aflewer of bestellings by klante afhaal, uitgesonderd deur die gebruik van 'n motorvoertuig;

(9) "besteller, graad A" 'n besteller wat sy pligte uitvoer met behulp van 'n fiets of driewiel wat aangedryf word deur 'n motor of hulpmotor waarvan die enjinkapasiteit hoogstens 50 cm³ is;

(10) "besteller, graad B," 'n besteller wat sy pligte te voet of met behulp van 'n fiets, driewiel of ander hand- of voetvoertuig uitvoer;

(11) "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, massameting, verpakking, merk, adresseer of versending van goedere of pakette;

(12) "drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf en wat in die geval van k.b.a.-verkope kontant kan ontvang en by die toepassing van hierdie woordomskrywing, omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf;

(13) "noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal, of 'n onklaarraking van installasie of masjinerie sonder versuim gedoen moet word;

Persone lodging objections other than in manuscript are requested to furnish seven copies of the statement of objections and seven copies of any accompanying documents.

SCHEDULE

RECOMMENDATION TO THE HONOURABLE THE MINISTER OF LABOUR BY DIVISION B OF THE WAGE BOARD

MEAT TRADE, CERTAIN NATAL AREAS AND PRETORIA

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all the employers and all their employees—

(a) in the Meat Trade—

(i) in the Magisterial Districts of Durban, Inanda and Pinetown;

(ii) in the municipal area of Pietermaritzburg;

(b) in the Meat Trade, excluding the retail meat trade and the slaughtering of livestock, in the municipal area of Pretoria.

2. DEFINITIONS

(a) 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—

(1) "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;

(2) "blockman" means an employee other than a blockman's assistant or a saleswoman, who in any establishment in the Meat Trade cuts up meat intended for sale by retail or who, in the retail meat trade, serves customers and who may make up orders or perform any other duties in such establishment;

(3) "blockman's assistant" means an employee who breaks down carcasses or who, under the general supervision of a qualified blockman, cuts up meat for sale to Non-Whites and who may sell meat exclusively to Non-Whites;

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

(5) "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 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;

(6) "cutter" means an employee who in an abattoir is engaged solely in killing sheep or goats;

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

(8) "delivery employee" means an employee who is engaged in delivering goods, letters or messages or collecting orders from customers otherwise than by means of a motor vehicle;

(9) "delivery employee, Grade A," means a delivery employee who performs his duties by means of a motor driven or assisted bicycle or tricycle with an engine capacity not exceeding 50 cm³;

(10) "delivery employee, Grade B" means a delivery employee who performs his duties on foot or by means of a bicycle, tricycle or other hand- or foot-propelled vehicle;

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

(12) "driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle and who may receive cash in the case of C.O.D. sales 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;

(13) "emergency work" means—

(a) 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;

(b) 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;

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

(14) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Vleisbedryf in diens is;

(15) "ondervinding", met betrekking tot—

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

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

(16) "eerste blokman" 'n gekwalifiseerde blokman wat aan die hoof staan van 'n bedryfsinrigting waarin minstens een ander blokman werksaam is, en waar daar slegs een blokman werksaam is, word sodanige blokman geag 'n eerste blokman te wees;

(17) "voormanslagman" 'n slagman wat oor die algemeen aan die hoof staan van slagwerksaamhede in 'n bedryfsinrigting, of 'n gedeelte daarvan, waarin minstens een ander slagman werksaam is;

(18) "arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Op afleweringsoortuie help;

(b) kassies of ander houers vasbind of met draad of metaalbande vasmaak;

(c) goedere, huide, vleis, velle, gerei of ander artikels dra, hys, verskuif, opstapel of toedraai, uitgesonderd deur middel van krag-aangedrewe toestelle;

(d) diere skoonmaak of karkasse was;

(e) afval, huide of velle skoonmaak of sorteer;

(f) persele, installasie, masjinerie, gereedskap, voertuie, gerei of ander artikels skoonmaak of was;

(g) vleis op sny om gemaak te word, bene skoonsny, maalmasjiene voer of leegmaak;

(h) karkasse onthoring;

(i) houers of papier vou;

(j) tuinwerk;

(k) diere in- of uitspan;

(l) pluimvee slag, pluk of skoonmaak, of vis skoonmaak;

(m) geboue of bouwerke afwit;

(n) vleis of ander goedere of lewende hawe laai of aflaai;

(o) vure maak of in stand hou of afval of as verwyder;

(p) nie-krag-aangedrewe voertuie olie of smeer;

(q) deure of kassies, bale, dromme of ander houers oop- of toemaak;

(r) 'n handhystoestel bedien;

(s) 'n voertuig, uitgesonderd met 'n krag-aangedrewe toestel, stoof of trek;

(t) goedere op 'n bewegende band of platform plaas of daarvan verwyder;

(u) karkasse vierendeel;

(v) herhaaldelik volgens 'n voorafbepaalde massa massameet;

(w) vleis, huide of velle insout;

(x) houers of pakkies sjabloneer, merk of etiketteer indien dit nie uitgesoek hoef te word of daar nie oordeel by betrokke is nie;

(y) worsderms losmaak, wors of polonies vasbind, sopvleis fyn saag, bene fyn saag of fyn kap, vet op sny of smelt, of vet deur masjiene voer;

(z) uniforms, oorpakke of ander beskermende klere was;

(aa) vleis toedraai of pakkies verseël;

(19) "Wet" ook die gemene reg;

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

(21) "plaaslike owerhede" stadsrade, munisipale rade, dorpsrade, dorpsbestuursrade, gesondheidskomitees, die Kommissie vir Plaaslike Gesondheid ingestel kragtens die Ordonnansie op die Kommissie vir Plaaslike Gesondheid (Beheer oor Openbare Gesondheidsgebiede), 1941 (Ordonnansie 20 van 1941), van Natal en soortgelyke instellings of liggame wat in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961), beoog word;

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

(23) "vleis" vleis wat vir menslike verbruik bedoel is, en omvat dit wilds-, perde-, donkie- en konynvleis, asook die vleis van pluimvee;

(b) 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;

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

(14) "establishment" means any premises in or in connection with which one or more employees are employed in the Meat Trade;

(15) "experience" means in relation to—

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

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

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

(17) "foreman slaughterman" means a slaughterman who is in general charge of slaughtering operations in an establishment, or a portion thereof, in which at least one other slaughterman is employed;

(18) "labourer" means an employee who is engaged in any one or more of the following activities:

(a) Assisting on delivery vehicles;

(b) binding, wiring or strapping boxes or other containers;

(c) carrying, hoisting, moving, stacking or wrapping goods, hides, meat, skins, utensils or other articles, other than by power-driven devices;

(d) cleaning animals or washing carcasses;

(e) cleaning or sorting offal, hides or skins;

(f) cleaning or washing premises or plant, machinery, tools, vehicles, utensils or other articles;

(g) cutting up meat for mincing, cleaning bones, feeding or emptying mincing machines;

(h) dehorning of carcasses;

(i) folding containers or paper;

(j) gardening work;

(k) harnessing or unharnessing animals;

(l) killing, plucking or cleaning poultry or cleaning fish;

(m) limewashing buildings or structures;

(n) loading or unloading meat or other goods or livestock;

(o) making or maintaining fires or removing refuse or ashes;

(p) oiling or greasing non-power-driven vehicles;

(q) opening or closing doors or boxes, bales, drums or other containers;

(r) operating a hand hoist;

(s) pushing or pulling a vehicle, other than by power-driven device;

(t) putting goods on to or removing them from a moving belt or platform;

(u) quartering of carcasses;

(v) repetitive mass-measuring to a predetermined mass;

(w) salting meat, hides or skins;

(x) stencilling, marking or labelling containers or packages where no selection or discretion is involved;

(y) unfolding sausage casings, tying sausages or polonies, sawing up soup meat, sawing or chopping up bones, cutting up or melting fat, or putting fat through machines;

(z) washing uniforms, overalls or other protective clothing;

(aa) wrapping meat or sealing packages;

(19) "law" includes the common law;

(20) "livestock" means any bull, cow, heifer, ox, tollie, calf, sheep, lamb, goat, pig, horse, donkey, antelope or other quadruped intended for human consumption and includes poultry;

(21) "local authorities" means city councils, municipal councils, town boards, village management boards, health committees, the Local Health Commission constituted under the Local Health Commission (Public Health Areas Control) Ordinance, 1941 (Ordinance 20 of 1941), of Natal, and similar institutions or bodies contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961;

(22) "mass-measurer and pricer" means an employee who is engaged in mass-measuring and pricing wrapped and sealed parcels of previously cut or processed meat, and who may wrap such meat or seal such parcels;

(23) "meat" means meat intended for human consumption and includes venison, horse-meat, donkey-meat, rabbit-meat and poultry;

(24) "vleisbedryf"—

(a) die slag van lewende hawe;

(b) die hantering, voorbereiding, preservering, verkoop of verspreiding van vleis deur enige persoon van wie ooreenkomstig 'n proklamasie gepubliseer ingevolge artikel 14 van die Bemarkingswet, 1968 (Wet 59 van 1968), vereis word om by die Raad van Beheer oor die Vee- en Vleisnywerheid geregistreer te wees, of die besigheid om vleis in enige hoeveelheid in 'n winkel te verkoop of vir verkoop aan te bied of uit te stal;

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

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

en omvat dit alle werksaamhede wat met enigteen van voormelde bedrywighede in verband staan of daaruit voortspruit, maar omvat dit nie die werksaamhede in (a), (b), (c) of (d) hierbo genoem indien dit deur werknemers in diens van plaaslike owerhede uitgeoefen word;

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

(26) "motorvoertuig" 'n kragaangedrewe voertuig met 'n enjinkapasiteit van meer as 50 cm³ wat gebruik word vir die vervoer van goedere of lewende hawe, en omvat dit ook 'n voorhaker en 'n trekker, maar nie 'n mobiele hystoestel nie;

(27) "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 werkeure by klousule 5 (1) of (2) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk waarin 'n werknemer op 'n Sondag vir sy werkgever werk nie;

(28) "deeltydse drywer van 'n motorvoertuig" 'n werknemer wat in die reël ander werk doen as om 'n motorvoertuig te dryf maar wat op meer as twee dae in 'n week 'n motorvoertuig vir altesaam hoogstens drie uur op enige sodanige dag dryf, en by die toepassing van hierdie woordomskeuring omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat hy dryf en alie tyd wat die drywer, terwyl hy in beheer van die voertuig is, aan werk in verband met die voertuig of die vag bestee;

(29) "deeltydse werknemer" 'n werknemer, uitgesonderd 'n deeltydse drywer van 'n motorvoertuig, wat by die week of maand vir hoogstens 24 gewone werkeure in 'n week in diens is;

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

(31) "gekwalifiseerd", met betrekking tot 'n werknemer, dat vanweë die werknemer se ondervinding in sy klas werk, hy geregtig is op die hoogste loonskaal wat vir daardie klas werk voorgeskryf is; en omgekeerd beteken "ongekwalifiseerd" dat vanweë sy ondervinding in sy klas werk, hy nie op sodanige hoogste skaal geregtig is nie;

(32) "kleinhandelvleisbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om vleis by die kleinmaat uit 'n vaste kleinhandelbesigheidsplek te verkoop;

(33) "verkoopster" 'n vroulike werknemer wat in die kleinhandelvleisbedryf klante bedien of bestellings toedraai of in pakkes opmaak, en wat vir hierdie doeleindes vleis se massa mag meet of verwerkte vleis in skywe mag sny of opsnij;

(34) "senior bestuurs- of administratiewe werknemer" 'n werknemer wat in opdrag van sy werkgever werk verrig wat verantwoordelikhede meebring vir die neem van besluite van 'n administratiewe aard in die uitvoering van die werksaamhede van 'n bedryfsinrigting;

(35) "skofwerker" 'n werknemer wat 'n werksaamheid verrig wat regstreeks in verband staan met die instandhouding van die verkoelingsproses in 'n bedryfsinrigting ten opsigte waarvan daar deur middel van drie skofte per dag deurlopend gewerk moet word;

(36) "korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n slapte in die bedryf, 'n tekort aan grondstowwe of 'n onklaarraking van masjinerie of installasie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word;

(37) "slagman" 'n werknemer, uitgesonderd 'n keelafsnijer, wat lewende hawe slag of bloedlaaf of karkasse afslag of dresseer en wat oor 'n groep slagmansassistentie toesig mag hou;

(38) "slagmansassistent" 'n werknemer wat, onder die toesig van 'n slagman, karkasse afslag of dresseer en werksaamhede verrig wat daarmee in verband staan;

(39) "magasynman" 'n werknemer wat beheer het oor voorrade, wat goedere in 'n pakhuis of koelkamer ontvang en daaruit versend, wat die nodige rekords in verband daarmee byhou en wat vleis mag aankoop;

(40) " tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgever werk van 'n tegniese of professionele aard verrig;

(24) "Meat Trade" means—

(a) the slaughtering of livestock;

(b) the handling, preparation, preservation, sale or distribution of meat by any person who, in terms of a proclamation published under section 14 of the Marketing Act, 1968 (Act 59 of 1968), is required to be registered with the Livestock and Meat Industries Control Board, or the business of selling or offering or displaying meat for sale in any quantity in a shop;

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

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

and includes all operations incidental to or consequent on any of the aforesaid activities, but does not include the operations specified in (a), (b), (c) or (d) above if carried out by employees employed by local authorities;

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

(26) "motor vehicle" means any power-driven vehicle with an engine capacity exceeding 50 cm³ used for conveying goods or livestock, and includes a mechanical horse and a tractor but does not include a mobile hoist;

(27) "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 works for his employer on a Sunday;

(28) "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 purpose 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;

(29) "part-time employee" means an employee, other than a part-time driver of a motor vehicle, employed by the week or month for not more than 24 ordinary hours of work in any week;

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

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

(32) "retail meat trade" means the trade in which employers and employees are associated for the purpose of selling meat by retail from a fixed retail place of business;

(33) "saleswoman" means a female employee, who, in the retail meat trade, is engaged in serving customers or wrapping or parcelling orders and who may for these purposes mass-measure meat or slice or cut processed meat;

(34) "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;

(35) "shift worker" means an employee who is engaged in an activity directly connected with the maintenance of the refrigeration process in an establishment in respect of which continuous working by means of three shifts per day is necessary;

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

(37) "slaughterman" means an employee, other than a cutter, who is engaged in killing or bleeding livestock or flaying or dressing carcasses, and who may supervise a group of slaughterman's assistants;

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

(39) "storeman" means an employee who is in charge of stores, receives goods into and despatches goods from a warehouse or cold storage, maintains the necessary records in connection therewith and who may purchase meat;

(40) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character;

(41) "sleepwa" enige vervoermiddel wat deur 'n motorvoertuig getrek word;

(42) "onbelaste massa" die massa 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 driewielmotorfiets, bromponie of bromfiets of 'n trapfiets met hulpmotor, die onbelaste massa geag word hoogstens 450 kg te wees;

(43) "loon" die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat—

(i) 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) 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;

(44) "wag" 'n werknemer wat 'n perseel of eiendom bewaak.

(b) 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) *Werknemers, uitgesonderd los werknemers en deeltydse werknemers*

(i)	In alle gebiede	
	(a)	(b)
	Per week	Per week
	R	R
Ambagsman.....	64,00	67,00
Blokman—		
gedurende die eerste jaar ondervinding.....	27,20	30,00
gedurende die tweede jaar ondervinding.....	33,80	36,50
gedurende die derde jaar ondervinding.....	40,20	43,00
gedurende die vierde jaar ondervinding.....	46,60	49,50
daarna.....	53,00	56,00
Blokmanassistent.....	22,10	24,40
Klerk, vrou, of verkoopster—		
gedurende die eerste jaar ondervinding.....	23,08	25,38
gedurende die tweede jaar ondervinding.....	25,38	27,69
gedurende die derde jaar ondervinding.....	27,69	30,00
gedurende die vierde jaar ondervinding.....	30,00	32,31
daarna.....	32,31	34,62
Klerk, man—		
gedurende die eerste jaar ondervinding.....	25,38	27,69
gedurende die tweede jaar ondervinding.....	29,54	31,85
gedurende die derde jaar ondervinding.....	33,69	36,00
gedurende die vierde jaar ondervinding.....	37,85	40,15
gedurende die vyfde jaar ondervinding.....	42,00	44,31
daarna.....	46,15	48,46
Keelafsnijer.....	23,80	26,20
Drywer van 'n motorvoertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—		
(i) hoogstens 450 kg is.....	23,00	25,00
(ii) meer as 450 kg maar hoogstens 2 700 kg is.....	28,00	30,00
(iii) meer as 2 700 kg maar hoogstens 4 500 kg is.....	33,00	36,00
(iv) meer as 4 500 kg is.....	38,00	41,00
Eerste blokman.....	61,00	64,00
Voormanslagman.....	61,00	64,00
Deeltydse drywer van 'n motorvoertuig.....	23,00	25,00
Slagman—		
gedurende die eerste jaar ondervinding.....	23,40	25,50
gedurende die tweede jaar ondervinding.....	32,20	34,40
gedurende die derde jaar ondervinding.....	41,00	43,20
daarna.....	49,70	52,00
Slagmansassistent—		
gedurende die eerste jaar ondervinding.....	19,60	21,60
daarna.....	22,10	24,40
Massameter en prysbepaler, vrou—		
gedurende die eerste drie maande ondervinding.....	15,30	16,90
daarna.....	17,00	18,70
Massameter en prysbepaler, man—		
gedurende die eerste drie maande ondervinding.....	18,70	20,60
daarna.....	21,30	23,50

(41) "trailer" means any conveyance drawn by a motor vehicle;

(42) "unladen mass" means the mass 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 autocycle or a cycle fitted with an auxiliary engine, the unladen mass shall be deemed not to exceed 450 kg;

(43) "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 that—

(i) 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) 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 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;

(44) "watchman" means an employee who is engaged in guarding premises or property.

(b) For the purposes 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) *Employees other than casual employees and part-time employees*

(i)	In all areas	
	(a)	(b)
	Per week	Per week
	R	R
Artisan.....	64,00	67,00
Blockman—		
during the first year of experience.....	27,20	30,00
during the second year of experience.....	33,80	36,50
during the third year of experience.....	40,20	43,00
during the fourth year of experience.....	46,60	49,50
thereafter.....	53,00	56,00
Blockman's assistant.....	22,10	24,40
Clerk, female, or saleswoman—		
during the first year of experience.....	23,08	25,38
during the second year of experience.....	25,38	27,69
during the third year of experience.....	27,69	30,00
during the fourth year of experience.....	30,00	32,31
thereafter.....	32,31	34,62
Clerk, male—		
during the first year of experience.....	25,38	27,69
during the second year of experience.....	29,54	31,85
during the third year of experience.....	33,69	36,00
during the fourth year of experience.....	37,85	40,15
during the fifth year of experience.....	42,00	44,31
thereafter.....	46,15	48,46
Cutter.....	23,80	26,20
Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—		
(i) does not exceed 450 kg.....	23,00	25,00
(ii) exceeds 450 kg but not 2 700 kg.....	28,00	30,00
(iii) exceeds 2 700 kg but not 4 500 kg.....	33,00	36,00
(iv) exceeds 4 500 kg.....	38,00	41,00
First blockman.....	61,00	64,00
Foreman slaughterman.....	61,00	64,00
Part-time driver of a motor vehicle.....	23,00	25,00
Slaughterman—		
during the first year of experience.....	23,40	25,50
during the second year of experience.....	32,20	34,40
during the third year of experience.....	41,00	43,20
thereafter.....	49,70	52,00
Slaughterman's assistant—		
during the first year of experience.....	19,60	21,60
thereafter.....	22,10	24,40
Mass-measurer and pricer, female—		
during the first three months of experience..	15,30	16,90
thereafter.....	17,00	18,70
Mass-measurer and pricer, male—		
during the first three months of experience..	18,70	20,60
thereafter.....	21,30	23,50

(ii)

	In die munisipale gebied Pietermaritzburg		In alle ander gebiede	
	(a) Per week	(b) Per week	(a) Per week	(b) Per week
	R	R	R	R
Besteller, graad A.....	17,00	18,70	17,00	19,80
Besteller, graad B.....	16,00	17,60	17,00	18,70
Arbeider, vrou.....	12,80	14,10	13,60	15,00
Arbeider, man, 18 jaar of ouer.....	16,00	17,60	17,00	18,70
Arbeider, man, onder 18 jaar.....	12,00	13,20	12,80	14,10
Bediener van 'n mobiele hystoestel.....	20,80	22,90	22,10	24,40
Wag.....	17,60	19,40	18,70	20,60
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie.....	17,60	19,40	18,70	20,60

(a) Gedurende die eerste 12 maande na die inwerkingtreding van hierdie Vasstelling.

(b) Daarna.

(ii)

	In the municipal area of Pietermaritzburg		In all other areas	
	(a) Per week	(b) Per week	(a) Per week	(b) Per week
	R	R	R	R
Delivery employee, Grade A.....	17,00	18,70	17,00	19,80
Delivery employee, Grade B.....	16,00	17,60	17,00	18,70
Labourer, female.....	12,80	14,10	13,60	15,00
Labourer, male, 18 years of age or over.....	16,00	17,60	17,00	18,70
Labourer, male under 18 years of age.....	12,00	13,20	12,80	14,10
Mobile hoist operator.....	20,80	22,90	22,10	24,40
Watchman.....	17,60	19,40	18,70	20,60
Employee not elsewhere in this subclause specifically mentioned.....	17,60	19,40	18,70	20,60

(a) During the first 12 months after the coming into operation of this Determination.

(b) Thereafter.

(b) *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—

(i) 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;

(ii) 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 50 persent verminder kan word.

(c) *Deeltydse werknemer.*—'n Deeltydse werknemer moet minstens 60 persent betaal word van die loon wat vir 'n werknemer van dieselfde klas en geslag en met dieselfde ondervinding in dieselfde gebied voorgeskryf is.

(2) *Kontrakgrondslag.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens klousule 4 (6), moet '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 werke wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

(3) *Differensiële loon.*—'n Werkgever 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

(b) *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—

(i) 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;

(ii) 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 50 per cent.

(c) *Part-time employee.*—A part-time employee shall be paid not less than 60 per cent of the wage prescribed for an employee in the same area of the same class and sex and with the same experience.

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

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer of 'n deeltydse werknemer is sy weekloon gedeel deur 46.

(b) Die uurloon van 'n deeltydse werknemer is sy weekloon gedeel deur 24.

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

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

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

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

(5) *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 50c per week of, as hy 'n los werknemer is, minstens 10c per dag betaal.

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens klousule 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 15 minute nadat die werk gestaak is op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n 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 voortspuit;

(h) besonderhede van enige bedrag wat afgetrek is;

(i) die werklike bedrag wat aan die werknemer betaal word; en

(j) die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat—

(i) op die skriftelike versoek van die werknemer, die bedrag aan hom verskuldig gestort kan word op sy bouvereniging- of bankrekening deur die werkgever wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;

(ii) voornoemde inligting betreffende tyd gewerk nie verstrek hoef te word aan 'n werknemer wat ingevolge klousule 5 (9) (a) en (b) van die werkurebepalings uitgesluit is nie.

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

(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) 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 or a part-time employee, shall be his weekly wage divided by 46.

(b) The hourly wage of a part-time employee shall be his weekly wage divided by 24.

(c) 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 normally works a five-day week;

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

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

(5) *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 50c per week or, if he is a casual employee, not less than 10c 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 15 minutes of ceasing work on the usual pay-day of the establishment for such employee or on termination of employment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in an 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 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) 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) 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;

(ii) the aforementioned information relating to 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) (a) and (b).

(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 with him or with any person or at any place nominated by him.

(6) *Aftrappings.*—'n Werkgever mag sy werknemer geen boetes opleë 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 pensioenfonds, of vir ledegedel 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 Bantoes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkgever aan te neem, 'n bedrag van hoogstens—

	Per week	Per maand
	R	R
(i) Kos.....	1,30	5,63
(ii) Inwoning.....	0,70	3,04
(iii) Kos en inwoning.....	2,00	8,67

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

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

(f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever betaal het of onderneem het om te betaal aan 'n munisipale raad of ander plaaslike owerheid ten opsigte van die huur van 'n huis of vir huisvesting in 'n tehuis wat die werknemer in 'n lokasie of Bantoedorp 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—

(a) in die geval van 'n skofwerker—

(i) 46 in 'n week van Sondag tot en met Saterdag; en

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

(b) in die geval van 'n deeltydse werknemer—

(i) 24 in 'n week; en

(ii) behoudens subparagraaf (i) hiervan, vyf uur op 'n dag;

(c) in die geval van enige ander werknemer wat ses dae in 'n week werk—

(i) 46 in 'n week van Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i) hiervan, nege en 'n half op een dag in die week, nege op 'n ander dag in die week en agt op enige ander dag in die week;

(d) in die geval van enige ander werknemer wat vyf dae in 'n week werk—

(i) 46 in 'n week van Maandag tot en met Vrydag; en

(ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart op enige dag;

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

(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.....	1,30	5,63
(ii) Lodging.....	0,70	3,04
(iii) Board and lodging.....	2,00	8,67

(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 deduction: Provided that—

(i) such deductions 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, 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, 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, or has undertaken to pay, to any municipal council of 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 the case of a shift worker—

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

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

(b) in the case of a part-time employee—

(i) 24 in any week; and

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

(c) in the case of any other employee who works a six-day week—

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

(ii) subject to subparagraph (i) hereof, nine and one on one day of the week, nine on another day of the week and eight on any other day of the week;

(d) in the case of any other employee who works a five-day week—

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

(ii) subject to subparagraph (i) hereof, nine and one-quarter on any day;

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

(2) 'n Werkgewer mag nie van 'n los werknemer vereis of hom toelaat om meer gewone werkure as nege op 'n dag te werk nie.

(3) *Etenspouses*: (a) *Slagwerknemers*.—'n Werkgewer moet 'n werknemer wat slagwerk doen, voor of om 08h00 'n pouse van minstens 15 minute toestaan ten einde sodanige werknemer in staat te stel om 'n ete te nuttig en sodanige pouse word geag deel uit te maak van daardie werknemer se gewone werkure.

(b) *Alle ander werknemers*.—'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 minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

(ii) werktydperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudsbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;

(iii) as sodanige pouse langer as een uur is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;

(iv) alleenlik een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie; behalwe dat 'n werkgewer wat die bedryf beoefen om vleis in groothandelhoeveelhede te verkoop, twee sodanige pouses op 'n dag mag toestaan, waarvan twee uur nie deel van die gewone werkure op daardie dag moet uitmaak nie;

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

(vi) 'n drywer 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;

(vii) in die geval van 'n skofwerker, hierdie subklousule nie van toepassing is nie indien en solank daar aan dié werknemer so na as doenlik aan die middel van iedere skof wat hy werk, 'n etenspouse van minstens 20 minute toegestaan word, en hierdie pouse word geag deel van sy gewone werkure of oortydwerk, na gelang van die geval, uit te maak, en gedurende hierdie pouse mag daar nie van hom vereis of mag hy nie toegelaat word om te werk nie;

(viii) sodanige pouse nie gedurende die gewone werkure op 'n Saterdag aan 'n werknemer in 'n kleinhandelslagtery toegestaan hoef te word nie, indien hy die geleentheid gegun word om gedurende sodanige ure 'n ete te nuttig terwyl hy op sy pos is;

(ix) waar 'n werkgewer 'n werknemer binne drie uur nadat hy op 'n dag begin werk, 'n ruspouse van minstens 20 minute toestaan en daar gedurende sodanige pouse nie van hom vereis of hy nie toegelaat word om enige werk te verrig nie, die tydperk van vyf uur in hierdie subklousule vermeld geag word te begin vanaf die tydstip waarop sodanige werknemer die werk na bogemelde ruspouse hervat en sodanige ruspouse word geag deel van die gewone werkure van sodanig werknemer uit te maak.

(4) *Werkure moet agtereenvolgend wees*.—Behoudens subklousule (3), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

(5) *Beperking van oortydwerk*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—

(a) in die geval van 'n los werknemer, twee uur op 'n dag;

(b) in die geval van enige ander werknemer, 10 uur in 'n week.

(6) *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 werknemer 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.

(2) An employer shall not require or permit a casual employee to work more ordinary hours of work than nine on any day.

(3) *Meal intervals*: (a) *Employees in slaughtering*.—An employer shall grant an employee engaged in slaughtering an interval of not less than 15 minutes not later than 08h30 to permit such employee to partake of food and such interval shall be deemed to form part of that employee's ordinary hours of work.

(b) *All other employees*.—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 (v) applies, shall be deemed to be continuous;

(iii) if such interval be longer than one hour, any period in excess of one and one quarter hours shall be deemed to be time worked;

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

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

(vi) a driver of a motor vehicle who during such interval does not 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;

(vii) in the case of a shift worker, the provisions of this subclause shall not apply if and for so long as such an employee is granted a meal interval of not less than 20 minutes as nearly as practicable in the middle of each shift worked by him, which interval shall be deemed to be part of his ordinary hours of work or overtime, as the case may be, and during which interval he shall not be required or permitted to work;

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

(ix) where an employer grants an employee, within three hours of the time when he commences work on any day, a rest interval of not less than 20 minutes during which he shall not be required or permitted to perform any work, the period of five hours referred to in this subclause shall be deemed to commence from the time when such employee resumes work after the aforesaid rest interval and such rest interval shall be deemed to be part of the ordinary hours of work of such employee.

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

(5) *Limitation of overtime*.—An employer shall not require or permit an employee to work overtime for more than—

(a) in the case of a casual employee, two hours on any day;

(b) in the case of any other employee, 10 hours in any week.

(6) *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.

(7) *Vroulike werknemers.*—Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgewer nie van 'n vroulike werknemer vereis of haar toelaat om—

- (a) tussen 18h00 en 06h00 te werk nie;
- (b) op meer as vyf dae in 'n week na 13h00 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 sō dat die oortydwerk hoogstens 10 uur in enige week is;
- (d) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;
- (e) op meer as 60 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 45c betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

(8) *Vry periode.*—'n Werkgewer moet aan elke skofwerker wat by hom werk gedurende elke sewe agtereenvolgende dae 'n vry periode van minstens 24 agtereenvolgende ure toestaan: Met dien verstande dat, indien 'n werkgewer van die werknemer vereis of hom toelaat om gedurende sy vry periode te werk, die ure aldus gewerk nie geag word deel van sy gewone of oortydwerkure uit te maak nie.

(9) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing op 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer nie indien en solank so 'n werknemer gereeld 'n loon van minstens R300 per maand ontvang.

(b) Hierdie klousule is nie van toepassing nie op 'n wag wie se werkgewer hom 'n vry periode van minstens 24 agtereenvolgende ure ten opsigte van elke week diens toestaan: 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.
- (c) Subklousules (3), (4) en (5) is nie van toepassing nie op 'n werknemer terwyl hy noodwerk verrig.
- (d) Subklousule (5) is nie van toepassing nie op 'n werknemer wat goedere aan skepe, hospitale, die militêre magte of goedere vir uitvoer aflewer nie.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooië tydperk van 12 maande diens by hom verlof verleen van—

- (a) in die geval van 'n wag, 21 agtereenvolgende dae;
 - (b) in die geval van enige ander werknemer, 14 agtereenvolgende dae;
- en moet hy sodanige werknemer ten opsigte van sodanige verlof betaal—

- (i) in die geval van 'n werknemer in paragraaf (a) bedoel, '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 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 subklousule (3), so verleen moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande

(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 18h00 and 06h00;
- (b) after 13h00 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 10 hours are not exceeded in any week;
- (d) overtime on more than three consecutive days in any week;
- (e) overtime on more than 60 days in any year;
- (f) overtime after completion of her ordinary hours of work for more than one hour on any day unless she 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 45c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(8) *Free period.*—An employer shall grant to each of his shift workers a free period of at least 24 consecutive hours during every seven consecutive days: Provided that, if an employer requires or permits such an employee to work during his free period, the hours so worked shall be deemed not to be part of his ordinary or overtime hours of work.

(9) *Savings.*—(a) This clause shall not apply to a senior managerial or administrative employee or 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 R300 per month.

(b) This clause shall not apply to a watchman whose employer grants him a free period of at least 24 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 he should 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.
- (c) Subclauses (3), (4) and (5) shall not apply to an employee while he is engaged on emergency work.
- (d) Subclause (5) shall not apply to an employee engaged in the delivery of goods to ships, hospitals, the military forces or for export.

6. ANNUAL LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him—

- (a) in the case of a watchman, 21 consecutive days' leave;
- (b) in the case of any other employee, 14 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 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 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expira-

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;

(iii) as 'n openbare vakansiedag 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 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

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

(i) dat sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van 12 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) 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 diens-termy van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van so 'n termyn ooploop het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diens-termy 'n bedrag betaal word van minstens—

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

(b) in die geval van 'n werknemer in subklousule (1) (b) 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: Voorts met dien verstande dat, behoudens klousule 12 (4), 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermy 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 10 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 opleidingstydperk as diens te eis nie;

tion of the said period of four months, the employer shall 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) if a public holiday 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 12 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 24 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 12 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) 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 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than—

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

(b) in the case of an employee referred to in subclause (1) (b), 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): Provided further that, subject to clause 12 (4), an employee—

(i) who leaves his employment 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 10 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;

en word diens geag te begin—

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

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

(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 waarop hierdie Vasstelling bindend geword het, en wel op die jongste van die twee datums.

7. SIEKTEVERLOF

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

(a) in die geval van 'n werknemer wat normaalweg vyf dae per week werk, altesaam minstens 20 werkdag; en

(b) in die geval van enige ander werknemer, altesaam minstens 24 werkdag;

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig 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 kousule 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 kousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdag, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande wat die werknemer bydraes betaal, verlaag kan word maar tot minstens die aanwas-koers in die eerste voorbehoudsbepaling van hierdie subklousule vermeld;

(iii) waar 'n werkgever ingevolge '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 ingevolge hierdie kousule 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 kousule voorsiening maak, hierdie kousule nie van toepassing is nie;

(v) die loon wat aan 'n werknemer wat stukwerk verrig, betaalbaar is ten opsigte van 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie kousule, bereken moet word op grondslag van minstens die besoldiging wat aan so 'n werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

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

(a) vir langer as drie agtereenvolgende werkdag; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of 'n openbare vakansiedag;

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

and employment shall be deemed to commence—

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

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

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

7. SICK LEAVE

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

(a) in the case of an employee who normally works a five-day week, not less than 20 work-days; and

(b) in the case of any other employee, not less than 24 work-days;

sick leave in the aggregate during each cycle of 24 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 24 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 20 or 24 work-days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 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, this clause shall not apply;

(v) the wage payable to an employee who is employed on piece-work for any period of absence on sick leave in terms of this clause shall be calculated on the basis of not less than the remuneration paid to such employee on his last pay day immediately preceding such absence.

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

(a) for more than three consecutive work-days; or

(b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a public holiday; require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that, 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 24 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 hom 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;

(ab) op las of versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1);

en wat in enige jaar altesaam hoogstens 10 weke beloop; 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 voordat hierdie Vasstelling bindend geword het, by die toepassing van hierdie klousule 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 klousules 4 (6) en 6 (2), moet 'n werkgever aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op 'n openbare vakansiedag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer op 'n openbare vakansiedag werk, moet sy werkgever hom, behoudens 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, uitgesonderd 'n skofwerker, op 'n Sondag werk, moet sy werkgever 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) die werknemer 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) Behoudens subklousule (6), moet 'n werkgever sy skofwerker wat op 'n Sondag werk minstens een en 'n derde maal sy uurloon betaal vir die totale tydperk wat hy op sodanige Sondag werk.

(5) Behoudens subklousule (6), moet 'n werkgever sy skofwerker wat gedurende sy vry periode werk die volgende betaal:

(a) Indien hy vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon;

(b) indien hy vir 'n tydperk van langer as vier uur werk, minstens dubbel sy gewone loon ten opsigte van die totale tydperk wat hy gedurende sodanige vry periode werk of minstens dubbel sy dagloon, naamlik die grootste van die twee bedrae.

(6) Wanneer 'n skofwerker 'n skof werk wat gedeeltelik op 'n openbare vakansiedag, 'n Sondag of gedurende sy vry periode en gedeeltelik op 'n ander dag val, word daar geag dat die hele skof gewerk was op die dag waarop die grootste gedeelte van sodanige skof val.

(3) Where, during the first cycle of 24 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 so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken.

(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;

(ab) on the instructions or at the request of his employer;

(ac) on sick leave in terms of subclause (1);

amounting in the aggregate, in any year, to not more than 10 weeks; and

(ii) 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 any period of employment which an employee has had with the same employer immediately before the date on which this Determination became binding 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 an employee during such period shall be deemed to have been granted under this Determination;

(b) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, 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 clauses 4 (6) and 6 (2), if an employee, other than a casual employee, does not work on a public holiday, 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 a public holiday 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, other than a shift worker, 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 the employee 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) Subject to subclause (6), whenever a shift worker works on a Sunday, his employer shall pay him at a rate of not less than one and one third time his hourly wage for the total period worked by him on such Sunday.

(5) Subject to subclause (6), whenever a shift worker works during his free period, his employer shall pay the employee—

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

(b) if he works for a period exceeding four hours, at a rate of not less than double his ordinary wage in respect of the total period worked by him during his free period or not less than double his daily wage, whichever is the greater.

(6) Whenever a shift worker works a shift which falls partly on a public holiday, a Sunday or during his free period and partly on any other day, the whole shift shall be deemed to have been worked on the day on which the major portion of such shift falls.

(7) Subklousules (2) tot (6) is nie van toepassing nie—

- (a) op 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkurebepalings uitgesluit is;
- (b) op 'n los werknemer of 'n wag.

9. STUKWERK

(1) 'n Werkgewer kan, nadat hy minstens een week vooraf kennis aan sy werknemer gegee het, 'n stukwerkstelsel invoer, en sodanige werkgewer moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgewer, ongeag die hoeveelheid werk wat verrig is, sodanige 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 in subklousule (1) bedoel, 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 voorname gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgewer nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie.

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

10. GETALVERHOUDING

(1) (a) 'n Werkgewer moet 'n eerste blokman in diens hê voordat hy 'n ander blokman in diens neem.

(b) 'n Werkgewer mag nie 'n ongekwalifiseerde blokman in diens neem nie tensy hy 'n gekwalifiseerde blokman in diens het, en vir elke sodanige gekwalifiseerde blokman mag hy hoogstens een ongekwalifiseerde blokman in diens neem.

(2) By die toepassing van hierdie klousule—

(a) word 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n blokman doen, geag 'n gekwalifiseerde blokman te wees: Met dien verstande dat dieselfde werkgewer nie ten opsigte van meer as een bedryfsinrigting aldus geag mag word nie;

(b) word 'n ongekwalifiseerde blokman wat minstens die loon ontvang wat vir 'n gekwalifiseerde blokman in sy gebied voorgeskryf word, geag 'n gekwalifiseerde blokman te wees.

(3) Indien 'n werkgewer in meer as een bedryfsinrigting besigheid doen, is hierdie klousule op elke sodanige bedryfsinrigting afsonderlik 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.

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;

(7) Subclauses (2) to (6) shall not apply—

- (a) to an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a);
- (b) to a casual employee or a watchman.

9. PIECE-WORK

(1) An employer may, after at least one week's notice to his employee, 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.

10. PROPORTION OR RATIO

(1) (a) An employer shall employ a first blockman before any other blockman is employed by him.

(b) An employer shall not employ an unqualified blockman unless he has in his employ a qualified blockman and for each such qualified blockman he shall not employ more than one unqualified blockman.

(2) For the purposes of this clause—

(a) an employer who is wholly or mainly engaged in the work of a blockman may be deemed to be a qualified blockman: Provided that the same employer may not be so deemed in respect of more than one establishment;

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

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

11. 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.

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) '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 regtens van toepassing mag wees op 'n werknemer wat dros;

nie hierdeur geraak word nie: Voorts met dien verstande 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, kan 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 bepalings 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: Met dien verstande dat wanneer 'n werkgewer 'n bedrag aldus aan homself toeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (5) geag word dat die werknemer die werkgewer 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 wat wesenlik die vorm het soos in die Bylae van hierdie Vasstelling voorgeskryf en waarin 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 word.

14. VERBOD OP INDIENSNEMING

'n Werkgewer mag niemand onder die leeftyd van 15 jaar in diens neem nie.

15. LOGBOEK

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

DAAGLIKSE LOG

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

(Handtekening van drywer van motorvoertuig)

Datum.....19.....

(2) Elke drywer van 'n motorvoertuig of deeltydse drywer van 'n motorvoertuig moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse log in duplo hou en binne 24 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 drywer van 'n motorvoertuig slegs op "n motorvoertuig dryf" soos dit in die woordskrywing 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.

(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: Provided that where an employer has so appropriated an amount in lieu of notice, it shall be deemed for the purpose of clause 6 (5), that the employee paid the employer 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 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 15 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..... Time of finishing work.....
 Number of hours worked..... Meal hours from.....
 to.....
 Particulars of any accident or delay.....

(Signature of driver)

Date.....19.....

(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 24 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.

BYLAE

Ek/Ons (a).....
 wat die.....vleisbedryf
 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.

(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, blokman.

I. J. CLAASSENS, Voorsitter.

A. W. STEAD, Lid.

P. L. SCHOLTZ, Lid.

D. J. ODENDAAL, Sekretaris.

Pretoria, 23/12/75.

No. 425

19 Maart 1976

LOONWET, 1957

VLEISBEDRYF, SEKERE GEBIEDE IN DIE WESTELIKE EN OOSTELIKE PROVINSIE

In opdrag van die Minister van Arbeid word almal wie se belange regstreeks of onregstreeks geraak word deur die aanbeveling wat die Loonraad aan die Minister voorgelê het en wat in die Bylae hiervan verskyn, hierby ooreenkomstig artikel 13 (1) (a) van die Loonwet, 1957, versoek om, as hulle besware het teen die maak van 'n vasstelling ooreenkomstig die aanbeveling, daardie besware binne 30 dae na die publikasie van hierdie kennisgewing skriftelik by die Sekretaris van Arbeid, Privaatsak X117, Pretoria, 0001 in te dien.

Opmerking.—Die loonraadverslag wat op hierdie aanbeveling betrekking het, is beskikbaar vir insae by die kantore van die Afdelingsinspekteurs, Departement van Arbeid, Bloemfontein, Durban, George, Johannesburg, Kaapstad, Kimberley, Oos-Londen, Port Elizabeth en Pretoria. *Persone wat besware indien in 'n ander vorm as in manuskrip, word versoek om sewe afskrifte van hulle besware en sewe afskrifte van alle bygaande dokumente te verstrek.*

BYLAE

AANBEVELING AAN SY EDELE DIE MINISTER VAN
 ARBEID DEUR AFDELING B VAN DIE LOONRAAD
 VLEISBEDRYF, SEKERE GEBIEDE IN DIE WESTELIKE
 EN OOSTELIKE PROVINSIE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op al die werkgewers en hul werknemers in die Vleisbedryf in die volgende gebiede:

(a) Die munisipale gebiede van Despatch, Port Elizabeth en Uitenhage;

(b) die plaaslike gebied van Bethelsdorp;

(c) (i) die munisipale gebiede van Bellville, Durbanville, Goodwood, Kaapstad, Kraaifontein, Kuilsrivier, Milnerton, Parow, Pinelands, Simonstad en Vishoek;

(ii) die voorstedelike gebied bekend as Epping (Eppinguindorp) binne die landdrostrik Goodwood, en die plaaslike gebiede van Bergvliet en Ottery binne die landdrostrik Wynberg; en

(iii) die Strandgebied, Kaapstad, soos omskryf in Goewermentskennisgewing 152 van 5 Februarie 1960;

SCHEDULE

I/We (a).....
 carrying on trade in the Meat Trade 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.

(Signature of employer or authorised representative)

Date.....19.....

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

I. J. CLAASSENS, Chairman.

A. W. STEAD, Member.

P. L. SCHOLTZ, Member.

D. J. ODENDAAL, Secretary.

Pretoria, 23/12/75.

No. 425

19 March 1976

WAGE ACT, 1957

MEAT TRADE, CERTAIN AREAS IN THE WESTERN AND EASTERN PROVINCE

By direction of the Minister of Labour, all persons whose interests may be affected directly or indirectly by the recommendation which has been submitted to the Minister by the Wage Board and which appears in the Schedule hereto and who have any objections to the making of a determination in accordance with the recommendation are hereby, in terms of section 13 (1) (a) of the Wage Act, 1957, invited to lodge such objections in writing with the Secretary for Labour, Private Bag X117, Pretoria, 0001, within 30 days after publication of this notice.

Note.—The report of the Wage Board pertaining to this recommendation is available for inspection at the offices of the Divisional Inspectors, Department of Labour, Bloemfontein, Cape Town, Durban, East London, George, Johannesburg, Kimberley, Port Elizabeth and Pretoria. *Persons lodging objections other than in manuscript are requested to furnish seven copies of the statement of objections and seven copies of any accompanying documents.*

SCHEDULE

RECOMMENDATION TO THE HONOURABLE THE MINISTER OF LABOUR BY DIVISION B OF THE WAGE BOARD
 MEAT TRADE, CERTAIN AREAS IN THE WESTERN AND
 EASTERN PROVINCE

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all the employers and all their employees in the Meat Trade in the following areas:

(a) The municipal areas of Despatch, Port Elizabeth and Uitenhage;

(b) the local area of Bethelsdorp;

(c) (i) the municipal areas of Bellville, Cape Town, Durbanville, Fish Hoek, Goodwood, Kraaifontein, Kuils River, Milnerton, Parow, Pinelands and Simonstown;

(ii) the suburban area known as Epping (Epping Garden Village) within the Magisterial District of Goodwood, and the local areas of Bergvliet and Ottery and within the Magisterial District of Wynberg; and

(iii) the Foreshore, Cape Town, as defined in Government Notice 152 of 5 February 1960.

2. WOORDOMSKRYWING

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

(1) "Gebied A"—

(a) die munisipale gebiede van Bellville, Durbanville, Goodwood, Kaapstad, Kraaifontein, Kuilsrivier, Milnerton, Parow, Pinelands, Simonstad en Vishoek;

(b) die voorstedelike gebied bekend as Epping (Eppingtuindorp) binne die landdrosdistrik Goodwood, en die plaaslike gebiede van Bergvliet en Ottery binne die landdrosdistrik Wynberg; en

(c) die Strandgebied, Kaapstad, soos omskryf in Goewermentskenningsgewing 152 van 5 Februarie 1960;

(2) "Gebied B" die munisipale gebied van Port Elizabeth;

(3) "Gebied C" die munisipale gebied van Uitenhage;

(4) "Gebied D" die munisipale gebied van Despatch en die plaaslike gebied van Bethelsdorp;

(5) "ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordoms krywing 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 Ambagsmante, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet;

(6) "blokman" 'n werknemer, uitgesonderd 'n blokmansassistent of 'n verkoopster, wat in 'n bedryfsinrigting in die Vleisbedryf vleis vir kleinhandelverkope opсны of wat in die kleinhandelvleisbedryf klante bedien, en wat bestellings mag opmaak of ander pligte in sodanige bedryfsinrigting mag verrig;

(7) "blokmansassistent" 'n werknemer wat karkasse in stukke verdeel of wat, onder die algemene toesig van 'n gekwalifiseerde blokman, vleis vir verkope aan Nie-Blankes opсны en wat vleis uitsluitlik aan Nie-Blankes mag verkoop;

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

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

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

(11) "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, massameting, verpakking, merk, adresseer of versending van goedere of pakette;

(12) "drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf en wat in die geval van k.b.a.-verkope kontant kan ontvang, en by die toepassing van hierdie woordoms krywing, omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf;

(13) "noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal, of 'n onklaarraking van installasie of masjinerie sonder versuim gedoen moet word;

(b) 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;

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

(14) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Vleisbedryf in diens is;

(15) "ondervinding", met betrekking tot—

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

2. DEFINITIONS

(a) 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—

(1) "Area A" means—

(a) the municipal areas of Bellville, Cape Town, Durbanville, Fish Hoek, Goodwood, Kraaifontein, Kuils River, Milnerton, Parow, Pinelands and Smontown;

(b) the suburban area known as Epping (Epping Garden Village) within the Magisterial District of Goodwood, and the local areas of Bergvliet and Ottery within the Magisterial District of Wynberg; and

(c) the Foreshore, Cape Town, as defined in Government Notice 152 of 5 February 1960;

(2) "Area B" means the municipal area of Port Elizabeth;

(3) "Area C" means the municipal area of Uitenhage;

(4) "Area D" means the municipal area of Despatch and the local area of Bethelsdorp;

(5) "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 (7) (3) of the said Act;

(6) "blockman" means an employee, other than a blockman's assistant or a sales woman, who in any establishment in the Meat Trade cuts up meat intended for sale by retail or who, in the retail meat trade, serves customers and who may make up orders or perform any other duties in such establishment;

(7) "blockman's assistant" means an employee who breaks down carcasses or who, under the general supervision of a qualified blockman, cuts up meat for sale to Non-Whites and who may sell meat exclusively to Non-Whites;

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

(9) "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 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;

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

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

(12) "driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle and who may receive cash in the case of cod. sales 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;

(13) "emergency work" means—

(a) 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;

(b) 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;

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

(14) "establishment" means any premises in or in connection with which one or more employees are employed in the Meat Trade;

(15) "experience" means in relation to—

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

(b) 'n blokman, 'n verkoopster, 'n slagman, 'n slagmans-assistent of 'n massameter en prysbepaler, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n blokman, 'n verkoopster, 'n slagman, 'n slagmansassistent of 'n massameter en prysbepaler in die Vleisbedryf werksaam was;

(16) "eerste blokman" 'n gekwalifiseerde blokman wat aan die hoof staan van 'n bedryfsinrigting waarin minstens een ander blokman werksaam is, en waar daar slegs een blokman werksaam is, word sodanige blokman geag 'n eerste blokman te wees;

(17) "voormanslagman" 'n slagman wat oor die algemeen aan die hoof staan van slagwerksaamhede in 'n bedryfsinrigting, of 'n gedeelte daarvan, waarin minstens een ander slagman werksaam is;

(18) "arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Op afleweringvoertuie help;
- (b) kassies of ander houers vasbind of met draad of metaalbande vasmaak;
- (c) goedere, huide, vleis, velle, gerei of ander artikels dra, hys, verskuif, opstapel of toedraai, uitgesonderd deur middel van kragaaangedrewe toestelle;
- (d) diere skoonmaak of karkasse was;
- (e) afval, huide of velle skoonmaak of sorteer;
- (f) persele, installasie, masjinerie, gereedskap, voertuie, gerei of ander artikels skoonmaak of was;
- (g) koppe of bene van karkasse afsonder;
- (h) vleis opsnij om gemaal te word, bene skoon sny, maalmasjiene voer of leegmaak;
- (i) karkasse onthoring;
- (j) goedere, briewe of boodskappe aflewer, of bestellings van klante bymeekaarmaak, uitgesonderd met behulp van 'n motorvoertuig, en wat kontant in geval van k.b.a.-verkope kan ontvang;
- (k) houers of papier vou;
- (l) tuinwerk;
- (m) diere in- of uitspan;
- (n) pluimvee slag, pluk of skoonmaak, of vis skoonmaak;
- (o) geboue of bouwerke afwit;
- (p) vleis of ander goedere of lewende hawe laai of aflaai;
- (q) vure maak of in stand hou of afval of as verwyder;
- (r) nie-kragaaangedrewe voertuie olie of smeer;
- (s) deure of kassies, bale, dromme of ander houers oop- of toemaak;
- (t) 'n handhystoestel bedien;
- (u) 'n voertuig stoot of trek, uitgesonderd met 'n kragaaangedrewe toestel;
- (v) goedere op 'n bewegende band of platform plaas of daarvan verwyder;
- (w) karkasse vierendeel;
- (x) herhaaldelik volgens 'n voorafbepaalde massa massameet;
- (y) vleis, huide of velle insout;
- (z) houers of pakkies sjabloneer, merk of etiketteer indien dit nie uitgesoek hoef te word of daar nie oordeel by betrokke is nie;
- (aa) worsderms losmaak, wors of polonies vasbind, sopvleis fyn saag, bene fyn saag of fyn kap, vet opsnij of smelt, of vet deur masjiene voer;
- (ab) uniforms, oorpakke of ander beskermende klere was;
- (ac) vleis toedraai of pakkies verseël;

(19) "wet" ook die gemene reg;

(20) "lewende hawe" enige bul, koei, vers, os, tollie, kalf, skaap, lam, bok, vark, perd, donkie, wildsbok of ander viervoetige diere wat bedoel is vir menslike verbruik, en sluit pluimvee in;

(21) "plaaslike owerhede" afdelingsrade, stadsrade, munisipale rade, dorpsbesture, plaaslike besture of plaaslike gebiedsbesture en ander soortgelyke instellings of liggame wat in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961) beoog word;

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

(23) "vleis" vleis wat vir menslike verbruik bedoel is, en omvat dit wilds-, perde-, donkie- en konynvleis, asook die vleis van pluimvee;

(24) "Vleisbedryf"—

- (a) die slag van lewende hawe;
- (b) die hantering, voorbereiding, preserving, verkoop of verspreiding van vleis deur enige persoon van wie ooreenkomstig 'n proklamasie gepubliseer ingevolge artikel 14 van die Bemarkingswet, 1968 (Wet 59 van 1968), vereis word om by die Raad van Beheer oor die Vee- en Vleisnywerheid geregistreer te wees, of die besigheid om vleis in enige hoeveelheid in 'n winkel te verkoop of vir verkoop aan te bied, of uit te stal;
- (c) die verkoop van wors, polonies, afval, ham, spek, eiers, botter, pluimvee en gesoute, bevrore of gepreserveerde vleis of vis in sodanige winkel, tesame met die verkoop van vleis;

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

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

(17) "foreman slaughterman" means a slaughterman who is in general charge of slaughtering operations in an establishment, or portion thereof, in which at least one other slaughterman is employed;

(18) "labourer" means an employee who is engaged in any one or more of the following activities:

- (a) Assisting on delivery vehicles;
- (b) binding, wiring or strapping boxes or other containers;
- (c) carrying, hoisting, moving, stacking or wrapping goods, hides, meat, skins, utensils or other articles, other than by power-driven devices;
- (d) cleaning animals or washing carcasses;
- (e) cleaning or sorting offal, hides or skins;
- (f) cleaning or washing premises or plant, machinery, tools, vehicles, utensils or other articles;
- (g) cutting heads or legs off carcasses;
- (h) cutting up meat for mincing, cleaning bones, feeding or emptying mincing machines;
- (i) dehorning of carcasses;
- (j) delivering goods, letters or messages or collecting orders from customers otherwise than by means of a motor vehicle and who may receive cash in the case of c.o.d. sales;
- (k) folding containers or paper;
- (l) gardening work;
- (m) harnessing or unharnessing animals;
- (n) killing, plucking or cleaning poultry, or cleaning fish;
- (o) limewashing buildings or structures;
- (p) loading or unloading meat or other goods or livestock;
- (q) making or maintaining fires or removing refuse or ashes;
- (r) oiling or greasing non-power-driven vehicles;
- (s) opening or closing doors or boxes, bales, drums or other containers;
- (t) operating a hand hoist;
- (u) pushing or pulling a vehicle, other than by power-driven device;
- (v) putting goods on to or removing them from a moving belt or platform;
- (w) quartering of carcasses;
- (x) repetitive mass-measuring to a predetermined mass;
- (y) salting meat, hides or skins;
- (z) stencilling, marking or labelling containers or packages where no selection or discretion is involved;

(aa) unfolding sausage casings, tying sausages or polonies, sawing up soup meat, sawing or chopping up bones, cutting up or melting fat, or putting fat through machines;

(ab) washing uniforms, overalls or other protective clothing;

(ac) wrapping meat or sealing packages;

(19) "law" includes the common law;

(20) "livestock" means any bull, cow, heifer, ox, tollie, calf, sheep, lamb, goat, pig, horse, donkey, antelope or other quadruped intended for human consumption and includes poultry;

(21) "local authorities" means divisional councils, city councils, municipal councils, village management boards, local boards, or local area management boards and other similar institutions or bodies contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961;

(22) "mass-measurer and pricer" means an employee who is engaged in mass-measuring and pricing wrapped and sealed parcels or previously cut or processed meat and who may wrap such meat or seal such parcels;

(23) "meat" means meat intended for human consumption and includes venison, horse-meat, donkey-meat, rabbit-meat and poultry;

(24) "Meat Trade" means—

(a) the slaughtering of livestock;

(b) the handling, preparation, preservation, sale or distribution of meat by any person who, in terms of a proclamation published under section 14 of the Marketing Act, 1968, (Act 59 of 1968), is required to be registered with the Livestock and Meat Industries Control Board, or the business of selling or offering or displaying meat for sale in any quantity in a shop;

(c) the sale in such shop, in conjunction with the sale of meat, of sausages, polonies, offal, ham, bacon, eggs, butter, poultry and slated, frozen or preserved meat or fish;

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

en omvat dit alle werksaamhede wat met enige een van voormelde bedrywighede in verband staan of daaruit voortspruit, maar omvat dit nie die werksaamhede in (a), (b), (c) of (d) hierbo gemeld nie indien dit uitgeoefen word deur werknemers wat by plaaslike owerhede in diens is;

(25) "motorvoertuig" 'n kragaangedrewe voertuig met 'n enjin-kapasiteit van meer as 50 cm³ wat gebruik word vir die vervoer van goedere of lewende hawe, en omvat dit ook 'n voorhaker en 'n trekker maar nie 'n mobiele hystoestel nie;

(26) "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 op 'n Sondag vir sy werkgever werk nie;

(27) "deeltydse drywer van 'n motorvoertuig" 'n werknemer wat in die reël ander werk doen as om 'n motorvoertuig te dryf maar wat op meer as twee dae in 'n week 'n motorvoertuig vir altesaam hoogstens drie uur op enige sodanige dag dryf, en by die toepassing van hierdie woordomskriving omvat die uitdrukking "'n motorvoertuig dryf" alle tydperke wat hy dryf en alle tyd wat die drywer, terwyl hy in beheer van die voertuig is, aan werk in verband met die voertuig of die vraag bestee;

(28) "deeltydse werknemer" 'n werknemer, uitgesonderd 'n 'n deeltydse drywer van 'n motorvoertuig, wat by die week of maand vir hoogstens 24 gewone werkure in 'n week in diens is;

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

(30) "gekwalifiseerd" met betrekking tot 'n werknemer, dat vanweë die werknemer se ondervinding in sy klas werk, hy geregtig is op die hoogste loonskaal wat vir daardie klas werk voorgeskryf is; en, omgekeerd, beteken "ongekwalifiseerd" dat vanweë sy ondervinding in sy klas werk, hy nie op sodanige hoogste skaal geregtig is nie;

(31) "kleinhandel vleisbedryf" die bedryf waarin werkgevers en werknemers met mekaar geassosieer is met die doel om vleis by die kleinmaat uit 'n vaste kleinhandelbesigheidsplek te verkoop;

(32) "verkoopster" 'n vroulike werknemer wat in die kleinhandelbedryf klante bedien of bestellings toedraai of in pakkies opmaak, en wat vir hierdie doeleindes vleis se massa mag meet of verwerkte vleis in skywe mag sny of opsny of deur dit te sny, of andersins, vleis wat reeds deur 'n blokman opgesny is, vir kleinhanderverkope mag verdeel; (33)

(33) "senior bestuurs- of administratiewe werknemer" 'n werknemer wat in opdrag van sy werkgever werk verrig wat verantwoordelike meebring vir die neem van besluite van 'n administratiewe aard in die uitvoering van die werksaamhede van 'n bedryfsinrigting;

(34) "skofwerker" 'n werknemer wat 'n werksaamheid verrig wat regstreeks in verband staan met die instandhouding van die verkoelingsproses in 'n bedryfsinrigting ten opsigte waarvan daardur middel van drie skofte per dag deurlopend gewerk moet word;

(35) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n slappe in die bedryf, 'n tekort aan grondstowwe of 'n onklaarraking van masjinerie of installasie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word;

(36) "slagman" 'n werknemer wat lewende hawe slag of bloedaat of karkasse afslag of dresseer en wat oor 'n groep slagmansassistentes toesig mag hou;

(37) "slagmansassistent" 'n werknemer wat, onder die toesig van 'n slagman, karkasse afslag, dresseer of verdeel en werksaamhede verrig wat daarmee in verband staan;

(38) "magasynman" 'n werknemer wat beheer het oor voorrade, wat goedere in 'n pakhuis of koelkamer ontvang en daaruit versend, wat die nodige rekords in verband daarmee byhou en wat vleis mag aankoop;

(39) "tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgever werk van 'n tegniese of professionele aard verrig;

(40) "sleepwa" enige vervoermiddel wat deur 'n motorvoertuig getrek word;

(41) "onbelaste massa" die massa 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 driewielmotorfiets, bromponie of bromfiets of 'n trapfiets met hulpmotor, die onbelaste massa geag word hoogstens 450 kg te wees;

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

and includes all operations incidental to or consequent on any of the aforesaid activities but does not include the operations specified in (a), (b), (c) or (d) above if carried out by employees employed by local authorities;

(25) "motor vehicle" means any power-driven vehicle used for conveying goods or livestock, and includes a mechanical horse and a tractor but does not include a mobile hoist;

(26) "overtime" means that portion of any period which an employee works for his employers 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 works for his employer on a Sunday;

(27) "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;

(28) "part-time employee" means an employee, other than a part-time driver of a motor vehicle, employed by the week or month for not more than 24 ordinary hours of work in any week;

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

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

(31) "retail meat trade" means the trade in which employers and employees are associated for the purpose of selling meat by retail from a fixed place of business;

(32) "saleswoman" means a female employee who, in the retail meat trade, is engaged in serving customers or wrapping or parcelling orders and who may for these purposes mass-measure meat or slice or cut processed meat or, by cutting or otherwise, divide meat previously cut up by a blockman for sale by retail;

(33) "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;

(34) "shift-worker" means an employee who is engaged in an activity directly connected with the maintenance of the refrigeration process in an establishment in respect of which continuous working by means of three shifts per day if necessary;

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

(36) "slaughterman" means an employee who is engaged in killing or bleeding livestock or flaying or dressing carcasses, and who may supervise a group of slaughterman's assistants;

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

(38) "storeman" means an employee who is in charge of stores, receives goods into and despatches goods from a warehouse or cold storage, maintains the necessary records in connection therewith and who may purchase meat;

(39) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character;

(40) "trailer" means any conveyance drawn by a motor vehicle;

(41) "unladen mass" means the mass 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 autocycle or a cycle fitted with an auxiliary engine, the unladen mass shall be deemed not to exceed 450 kg;

(42) "loon" die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat—

(i) as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

(ii) 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;

(43) "wag" 'n werknemer wat 'n perseel of eiendom bewaak.

(b) 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 werkgever aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal, is dié hieronder uiteengesit:

(a) *Werknemers, uitgesonderd los werknemers en deeltydse werknemers*

	In alle gebiede	
	(a) Per week R	(b) Per week R
Ambagsman.....	64,00	67,00
Blokmansassistent.....	25,00	27,50
Klerk, vrou, of verkoopster—		
gedurende die eerste jaar ondervinding.....	23,08	25,38
gedurende die tweede jaar ondervinding.....	25,38	27,69
gedurende die derde jaar ondervinding.....	27,69	30,00
gedurende die vierde jaar ondervinding.....	30,00	32,31
daarna.....	32,31	34,62
Klerk, man—		
gedurende die eerste jaar ondervinding.....	25,38	27,69
gedurende die tweede jaar ondervinding.....	29,54	31,85
gedurende die derde jaar ondervinding.....	33,69	36,00
gedurende die vierde jaar ondervinding.....	37,85	40,15
gedurende die vyfde jaar ondervinding.....	42,00	44,31
daarna.....	46,15	48,46
Drywer van 'n motorvoertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—		
(i) hoogstens 450 kg is.....	23,00	25,00
(ii) meer as 450 kg maar hoogstens 2 700 kg is.....	28,00	30,00
(iii) meer as 2 700 kg maar hoogstens 4 500 kg is.....	33,00	36,00
(iv) meer as 4 500 kg is.....	38,00	41,00
Massameter en prysbepaler, vrou—		
gedurende die eerste drie maande ondervinding.....	15,80	17,40
daarna.....	17,60	19,40
Massameter en prysbepaler, man—		
gedurende die eerste drie maande ondervinding.....	19,50	21,50
daarna.....	22,20	24,50
Deeltydse drywer van 'n motorvoertuig.....	23,00	25,00
Slagman—		
gedurende die eerste jaar ondervinding.....	19,70	21,70
gedurende die tweede jaar ondervinding.....	24,80	27,30
gedurende die derde jaar ondervinding.....	29,70	32,70
daarna.....	34,70	38,00
Slagmansassistent—		
gedurende die eerste ses maande ondervinding.....	18,50	20,30
gedurende die tweede ses maande ondervinding.....	21,30	23,50
daarna.....	24,00	26,40

(ii)

(42) "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 that—

(i) 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) 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 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;

(43) "watchman" means an employee who is engaged in guarding premises or property.

(b) 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) *Employees other than casual employees and part-time employees*

	In all areas	
	(a) Per week R	(b) Per week R
Artisan.....	64,00	67,00
Blockman's assistant.....	25,00	27,50
Clerk, female, or saleswoman—		
during the first year of experience.....	23,08	25,38
during the second year of experience.....	25,38	27,69
during the third year of experience.....	27,69	30,00
during the fourth year of experience.....	30,00	32,31
thereafter.....	32,31	34,62
Clerk, male—		
during the first year of experience.....	25,38	27,69
during the second year of experience.....	29,54	31,85
during the third year of experience.....	33,69	36,00
during the fourth year of experience.....	37,85	40,15
during the fifth year of experience.....	42,00	44,31
thereafter.....	46,15	48,46
Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—		
(i) does not exceed 450 kg.....	23,00	25,00
(ii) exceeds 450 kg but not 2 700 kg.....	28,00	30,00
(iii) exceeds 2 700 kg but not 4 500 kg.....	33,00	36,00
(iv) exceeds 4 500 kg.....	38,00	41,00
Mass-measurer and pricer, female—		
during the first three months of experience..	15,80	17,40
thereafter.....	17,60	19,40
Mass-measurer and pricer, male—		
during the first three months of experience..	19,50	21,50
thereafter.....	22,20	24,50
Part-time driver of a motor vehicle.....	23,00	25,00
Slaughterman—		
during the first year of experience.....	19,70	21,70
during the second year of experience.....	24,80	27,30
during the third year of experience.....	29,70	32,70
thereafter.....	34,70	38,20
Slaughterman's assistant—		
during the first six months of experience....	18,50	20,30
during the second six months of experience...	21,30	23,50
thereafter.....	24,00	26,40

	In Gebiede A, C en D		In Gebied B	
	(a) Per week R	(b) Per week R	(a) Per week R	(b) Per week R
Eerste blokmansassistent.....	53,00	56,00	61,00	64,00
Voormanslagman.....	53,00	56,00	61,00	64,00
Blokmansassistent—				
gedurende die eerste jaar ondervinding.....	24,40	28,00	27,20	30,00
gedurende die tweede jaar ondervinding.....	30,70	33,50	33,80	36,50
gedurende die derde jaar ondervinding.....	35,50	38,50	40,20	43,00
gedurende die vierde jaar ondervinding.....	40,00	43,50	46,60	49,50
daarna.....	45,30	48,00	53,00	56,00

(iii)

	In Gebied A		In Gebied B		In Gebied C		In Gebied D	
	(a) Per week	(b) Per week	(a) Per week	(b) Per week	(a) Per week	(b) Per week	(a) Per week	(b) Per week
Arbeider, vrou.....	R 14,80	R 16,30	R 13,60	R 15,00	R 12,80	R 14,10	R 12,00	R 13,20
Arbeider, man, 18 jaar oud of ouer.....	18,50	20,30	17,00	18,70	16,00	17,60	15,00	16,50
Arbeider, man, onder 18 jaar.....	13,90	15,30	12,80	14,10	12,00	13,20	11,30	12,40
Wag.....	20,40	22,40	18,70	20,60	17,60	19,40	16,50	18,20
Werknemers nie elders in hierdie subklousule uitdruklik vermeld nie.....	20,40	22,40	18,70	20,60	17,60	19,40	16,50	18,20

(a) Gedurende die eerste 12 maande na die inwerkingtreding van hierdie Vasstelling.

(b) Daarna.

(ii)

	In Areas A, C and D		In Area B	
	(a) Per week	(b) Per week	(a) Per week	(b) Per week
First blockman.....	R 53,00	R 56,00	R 61,00	R 64,00
Foreman slaughterman.....	53,00	56,00	61,00	64,00
Blockman—				
during the first year of experience.....	25,40	28,00	27,20	30,00
during the second year of experience.....	30,70	33,50	33,80	36,50
during the third year of experience.....	35,50	38,50	40,20	43,00
during the fourth year of experience.....	40,00	43,50	46,60	49,50
thereafter.....	45,30	48,00	53,00	56,00

(iii)

	In Area A		In Area B		In Area C		In Area D	
	(a) Per week	(b) Per week	(a) Per week	(b) Per week	(a) Per week	(b) Per week	(a) Per week	(b) Per week
Labourer, female.....	R 14,80	R 16,30	R 13,60	R 15,00	R 12,80	R 14,10	R 12,00	R 13,20
Labourer, male, 18 years of age or over.....	18,50	20,30	17,00	18,70	16,00	17,60	15,00	16,50
Labourer, male, under 18 years of age.....	13,90	15,30	12,80	14,10	12,00	13,20	11,30	12,40
Watchman.....	20,40	22,40	18,70	20,60	17,60	19,40	16,50	18,20
Employee not elsewhere in this subclause specifically mentioned.....	20,40	22,40	18,70	20,60	17,60	19,40	16,50	18,20

(a) During the first 12 months after the coming into operation of this Determination.

(b) Thereafter.

(b) *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—

(i) waar die werkgever 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;

(ii) waar die werkgever van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent verminder kan word.

(c) *Deeltydse werknemer*.—'n Deeltydse werknemer moet minstens 60 persent betaal word van die loon wat vir 'n werknemer van dieselfde klas en geslag en met dieselfde ondervinding in dieselfde gebied voorgeskryf is.

(2) *Kontrakgrondslag*.—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens klousule 4 (6), moet '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.

(b) *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—

(i) 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;

(ii) 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 50 per cent.

(c) *Part-time employee*.—A part-time employee shall be paid not less than 60 per cent of the wage prescribed for an employee in the same area of the same class and sex and with the same experience.

(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) *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) 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 Vastelling 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 of 'n deeltydse werknemer, is sy weekloon gedeel deur 46.

(b) Die uurloon van 'n deeltydse werknemer is sy weekloon gedeel deur 24.

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

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

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

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

(5) *Fietstoelae.*—'n Werkgewer 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 50c per week of, as hy 'n los werknemer is, minstens 10c per dag betaal.

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens klousule 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 15 minute nadat die werk gestaak is op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskeid, en sodanige bedrag moet in 'n koefert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

(a) die werkgewer 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

(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) op die skriftelike versoek van die werknemer, die bedrag aan hom verskuldig gestort kan word op sy bouverenigings- of bankrekening deur die werkgewer wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;

(ii) voornoemde inligting betreffende tyd gewerk nie verstrekkend hoeft te word aan 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkbepalings uitgesluit is nie.

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

(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) 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 or a part-time employee, shall be his weekly wage divided by 46.

(b) The hourly wage of a part-time employee shall be his weekly wage divided by 24.

(c) 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 normally work a five-day week;

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

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

(5) *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 50c per week or, if he is a casual employee, not less than 10c 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 15 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 an envelope or container on which shall be recorded, or which shall be accompanied by a statement showing—

(a) the employers'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) 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) 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;

(ii) the aforementioned information relating to 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) (a).

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

(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, pick of persoon deur hom aangewys, te koop nie.

(5) *Kos en inwoning.*—Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om kos of inwoning of kos en inwoning 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 oplê 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 pensioenfonds, of vir ledegelde van vakverenigings;

(b) behoudens andersluidende bepalinge 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 Bantoes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkgever aan te neem, 'n bedrag van hoogstens—

	Per week	Per maand
	R	R
(i) Kos.....	1,30	5,63
(ii) Inwoning.....	0,70	3,04
(iii) Kos en inwoning.....	2,00	8,67

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

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

(f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever betaal het of onderneem het om te betaal aan 'n munisipale raad of ander plaaslike owerheid ten opsigte van die huur van 'n huis of vir huisvesting in 'n tehuis wat die werknemer in 'n lokasie of Bantodorp 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—

(a) in die geval van 'n skofwerker—

(i) 46 in 'n week van Sondag tot en met Saterdag; en

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

(b) in die geval van 'n werknemer, uitgesonderd 'n skofwerker, wat ses dae in 'n week werk—

(i) 46 in 'n week van Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i) hiervan, nege en 'n half op een dag in die week, nege op 'n ander dag in die week en agt op enige ander dag in die week;

(c) in die geval van 'n werknemer, uitgesonderd 'n skofwerker, wat vyf dae in 'n week werk—

(i) 46 in 'n week van Maandag tot en met Vrydag; en

(ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart op enige dag;

(d) in die geval van 'n deeltydse werknemer—

(i) 24 in 'n week; en

(ii) behoudens subparagraaf (i) hiervan, vyf uur op 'n dag;

(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.....	1,30	5,63
(ii) Lodging.....	0,70	3,04
(iii) Board and lodging.....	2,00	8,67

(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 deductions 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, 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, 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, or has undertaken to pay, 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 the case of a shift worker—

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

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

(b) in the case of an employee, other than a shift worker, who works a six-day week—

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

(ii) subject to subparagraph (i) hereof nine and a half on one day of any week, nine on another day of such week and eight on any other day of such week;

(c) in the case of an employee, other than a shift worker, who works a five-day week—

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

(ii) subject to subparagraph (i) hereof, nine and one-quarter on any day;

(d) in the case of a part-time employee—

(i) 24 in any week; and

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

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

(2) 'n Werkgever mag nie van 'n los werknemer vereis of hom toelaat om meer gewone werkure as nege op 'n dag te werk nie.

(3) *Etenspouses*.—'n Werkgever 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 werkgever met sy werknemer ooreen mag kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgever die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

(ii) werktydperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudsbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;

(iii) as sodanige pouse langer as een uur is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;

(iv) alleenlik een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;

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

(vi) 'n drywer 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;

(vii) in die geval van 'n skofwerker, hierdie subklousule nie van toepassing is nie indien en solank daar aan dié werknemer so na as doenlik aan die middel van iedere skof wat hy werk, 'n etenspouse van minstens 20 minute toegestaan word, en hierdie pouse word geag deel van sy gewone werkure of oortydwerk, na gelang van die geval, uit te maak, en gedurende hierdie pouse mag daar nie van hom vereis of mag hy nie toegelaat word om te werk nie;

(viii) sodanige pouse nie gedurende die gewone werkure op 'n Saterdag aan 'n werknemer in 'n kleinhandelsgatery toegestaan hoef te word nie, indien hy die geleentheid gegun word om gedurende sodanige ure 'n ete te nuttig terwyl hy op sy pos is;

(ix) waar 'n werkgever 'n werknemer binne drie uur nadat hy op 'n dag begin werk, 'n ruspouse van minstens 20 minute toestaan en daar gedurende sodanige pouse nie van hom vereis of hy nie toegelaat word om enige werk te verrig nie, die tydperk van vyf uur in hierdie subklousule vermeld geag word te begin vanaf die tydperk waarop sodanige werknemer die werk na bogemelde ruspouse hervat en sodanige ruspouse word geag deel van die gewone werkure van sodanige werknemer uit te maak.

(4) *Werkure moet agtereenvolgend wees*.—Behoudens subklousule (3), moet alle werkure van 'n werknemer op elke dag agter envolgend wees.

(5) *Beperking van oortydwerk*.—'n Werkgever 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 enige ander werknemer, 10 uur in 'n week.

(6) *Betaling vir oortydwerk*.—'n Werkgever 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 werknemer 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.

(7) *Vroulike werknemers*.—Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgever nie van 'n vroulike werknemer vereis of haar toelaat om—

(a) tussen 18h00 en 06h00 te werk nie;

(b) op meer as vyf dae in 'n week na 13h00 te werk nie;

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

(2) An employer shall not require or permit a casual employee to work more ordinary hours of work than nine 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 (v) applies, shall be deemed to be continuous;

(iii) if such interval be longer than one hour, any period in excess of one and one quarter hours shall be deemed to be time worked;

(iv) 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;

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

(vi) 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 purpose of this subclause not to have worked during such interval;

(vii) in the case of a shift worker, the provisions of this subclause shall not apply if and for so long as such an employee is granted a meal interval of not less than 20 minutes as nearly as practicable in the middle of each shift worked by him, which interval shall be deemed to be part of his ordinary hours of work or overtime, as the case may be, and during which interval he shall not be required or permitted to work;

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

(ix) where an employer grants an employee, within three hours of the time when he commences work on any day, a rest interval of not less than 20 minutes, during which he shall not be required or permitted to perform any work, the period of five hours referred to in this subclause shall be deemed to commence from the time when such employee resumes work after the aforesaid rest interval and such rest interval shall be deemed to be part of the ordinary hours of work of such employee.

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

(5) *Limitation of overtime*.—An employer shall not require or permit an employee to work overtime for more than—

(a) in the case of a casual employee, two hours on any day;

(b) in the case of any other employee, 10 hours in any week.

(6) *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.

(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 18h00 and 06h00;

(b) after 13h00 on more than five days a week;

(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 s6 dat die oortydwerk hoogstens 10 uur in enige week is;

(d) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;

(e) op meer as 60 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 45 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.

(8) *Vry periode.*—'n Werkgewer moet aan elke skofwerker wat by hom werk gedurende elke sewe agtereenvolgende dae 'n vry periode van minstens 24 agtereenvolgende ure toestaan: Met dien verstande dat, indien 'n werkgewer van die werknemer vereis of hom toelaat om gedurende sy vry periode te werk, die ure aldus gewerk nie geag word deel van sy gewone of oortydwerkure uit te maak nie.

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

(i) 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en solank so 'n werknemer gereeld 'n loon van minstens R300 per maand ontvang;

(ii) 'n wag wie se werkgewer hom 'n vry periode van minstens 24 agtereenvolgende ure ten opsigte van elke week diens toestaan: Met dien verstande dat—

(aa) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;

(ab) 'n werkgewer, in plaas daarvan dat hy sodanige vry periode aan sy wag toestaan, sodanige wag dié loon 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.

(b) Subklousules (3), (4) en (5) is nie van toepassing nie op 'n werknemer terwyl hy noodwerk verrig of besig is met die slag van lewende hawe in noodgevalle op Saterdag.

(c) Subklousule (5) is nie van toepassing nie op 'n werknemer wat goedere aan skepe, hospitale, die militêre magte of goedere vir uitvoer aflewer nie.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooid tydsperk van 12 maande diens by hom verlof verleen van—

(a) in die geval van 'n wag, 21 agtereenvolgende dae;

(b) in die geval van enige ander werknemer, 14 agtereenvolgende dae;

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

(i) in die geval van 'n werknemer in paragraaf (a) bedoel, '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 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 subklousule (3), so verleen moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet 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;

(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 10 hours are not exceeded in any week;

(d) overtime on more than three consecutive days in any week;

(e) overtime on more than 60 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 45 cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(8) *Free period.*—An employer shall grant to each of his shift workers a free period of at least 24 consecutive hours during every seven consecutive days: Provided that if an employer requires or permits such an employee to work during his free period, the hours so worked shall be deemed not to be part of his ordinary or overtime hours of work.

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

(i) a senior managerial or administrative employee or 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 R300 per month;

(ii) a watchman whose employer grants him a free period of at least 24 consecutive hours in every week of employment:

Provided that—

(aa) he makes no deduction from his watchman's wage in respect thereof;

(ab) 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.

(b) Subclauses (3), (4) and (5) shall not apply to an employee while he is engaged on emergency work or in connection with the emergency killing of livestock on a Saturday.

(c) Subclause (5) shall not apply to an employee who is engaged in the delivery of goods to ships, hospitals, the military forces or for export.

6. ANNUAL LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him—

(a) in the case of a watchman, 21 consecutive days leave;

(b) in the case of any other employee, 14 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 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 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee 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 'n openbare vakansiedag 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 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

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

(i) dat sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van 12 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) 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 diens-termyen van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van so 'n termyn opge- loop het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diens-termyen 'n bedrag betaal word van minstens—

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

(b) in die geval van 'n werknemer in subklousule (1) (b) bedoel, een sesde van die weekloon;

wat hy onmiddellik voor die datum van sodanige diensbeëin- diging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van 'n verloftydperk wat hy ingevolge die vierde voor- behoudsbepaling van subklousule (2) aan 'n werknemer verleen het, 'n eweredige bedrag kan aftrek: Voorts met dien verstande dat, behoudens klousule 12 (4), 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyen uit te dien wat by klousule 12 voor- geskryf 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 kennis- gewing 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 werk- nemer 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 10 weke; en

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

en word diens geag te begin—

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

(iii) if a public holiday 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 12 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 24 months of employment: Provided that—

(i) the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates, and

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

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

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

(b) in the case of an employee referred to in subclause (1) (b) 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 sub- clause (2): Provided further that, subject to clause 12 (4), an employee—

(i) who leaves his employment 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 "employ- ment" 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 10 weeks; and

(c) 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 employment shall be deemed to commence—

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

(ii) in die geval van 'n werknemer wat, voordat hierdie Vasstelling bindend geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragens 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 waarop hierdie Vasstelling bindend geword het, en wel op die jongste van die twee datums.

7. SIEKTEVERLOF

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

(a) in die geval van 'n werknemer wat normaalweg vyf dae per week werk, altesaam minstens 20 werkdag; en

(b) in die geval van enige ander werknemer, altesaam minstens 24 werkdag;

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens 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 20 of 24 werkdag, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande wat die werknemer bydraes betaal, verlaag kan word maar tot minstens die aanwaskoers in die eerste voorbehoedsbepaling van hierdie subklousule vermeld;

(iii) waar 'n werkgever ingevolge '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 ingevolge 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, hierdie klousule nie van toepassing is nie;

(v) die loon wat aan 'n werknemer wat stukwerk verrig, betaalbaar is ten opsigte van 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule, bereken moet word op grondslag van minstens die besoldiging wat aan so 'n werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

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

(a) vir langer as drie agtereenvolgende werkdag; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of 'n openbare vakansiedag;

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

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 24 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 geregig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedien 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 siekte-

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

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

7. SICK LEAVE

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

(a) in the case of an employee who normally works a five-day week, not less than 20 work-days; and

(b) in the case of any other employee, not less than 24 work-days;

sick leave in the aggregate during each cycle of 24 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 24 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 20 or 24 work-days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 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, this clause shall not apply;

(v) the wage payable to an employee who is employed on piece-work for any period of absence on sick leave in terms of this clause shall be calculated on the basis of not less than the remuneration paid to such employee on his last pay-day immediately preceding such absence.

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

(a) for more than three consecutive work-days; or

(b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a public holiday;

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that, 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) Where, during the first cycle of 24 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 so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick

verlof wat hom 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;

(ab) op las of versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1);

en wat in enige jaar altesaam hoogstens 10 weke beloop, 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 opleidingstydperk as diens te eis nie; en word enige tydperk van diens by dieselfde werkgever onmiddellik voordat hierdie Vasstelling bindend geword het, by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en word alle siekteverlof wat met volie 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 Ongevallewet, 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, SONDAE EN VRY PERIODES

(1) Behoudens klousules 4 (6) en 6 (2), moet 'n werkgever aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op 'n openbare vakansiedag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer op 'n openbare vakansiedag werk, moet sy werkgever hom, behoudens 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, uitgesonderd 'n skofwerker, op 'n Sondag werk, moet sy werkgever 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) die werknemer 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) Behoudens subklousule (6), moet 'n werkgever sy skofwerker wat op 'n Sondag werk minstens een en 'n derde maal sy uurloon betaal vir die totale tydperk wat hy op sodanige Sondag werk.

(5) Behoudens subklousule (6), moet 'n werkgever sy skofwerker wat gedurende sy vry periode werk die volgende betaal:

(a) Indien hy vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon;

(b) indien hy vir 'n tydperk van langer as vier uur werk, minstens dubbel sy gewone loon ten opsigte van die totale tydperk wat hy gedurende sodanige vry periode werk, of minstens dubbel sy dagloon, naamlik die grootste van die twee bedrae.

(6) Wanneer 'n skofwerker 'n skof werk wat gedeeltelik op 'n openbare vakansiedag, 'n Sondag of gedurende sy vry periode en gedeeltelik op 'n ander dag val, word daar geag dat die hele skof gewerk was op die dag waarop die grootste gedeelte van sodanige skof val.

(7) Subklousules (2) tot en met (6) is nie van toepassing nie—

(a) op 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkurebepalings uitgesluit is;

(b) op 'n los werknemer of 'n wag.

leave, accrued at such expiration 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;

(ab) on the instructions or at the request of his employer;

(ac) on sick leave in terms of subclause (1);

amounting in the aggregate, in any year, to not more than 10 weeks, and

(ii) 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 any period of employment which an employee has had with the same employer immediately before the date on which this Determination became binding 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 an employee during such period shall be deemed to have been granted under this Determination;

(b) “incapacity” means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, 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, SUNDAYS AND FREE PERIODS

(1) Subject to clauses 4 (6) and 6 (2), if an employee other than a casual employee, does not work on a public holiday, 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 a public holiday 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, other than a shift worker, 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 the employee at a rate of 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) Subject to the provisions of subclause (6), whenever a shift worker works on a Sunday, his employer shall pay him at a rate of not less than one and one-third times his hourly wage for the total period worked by him on such Sunday.

(5) Subject to the provisions of subclause (6), whenever a shift worker works during his free period, his employer shall pay the employee—

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

(b) if he works for a period exceeding four hours, at a rate of not less than double his ordinary wage in respect of the total period worked by him during such free period, or not less than double his daily wage, whichever is the greater.

(6) Whenever a shift worker works a shift which falls partly on a public holiday, a Sunday or during his free period and partly on any other day, the whole shift shall be deemed to have been worked on the day on which the major portion of such shift falls.

(7) Subclauses (2) to (6), inclusive, shall not apply to—

(a) an employee who is excluded from the hours of work provisions by virtue of clause (5) (9) (a);

(b) a casual employee or a watchman.

9. STUKWERK

(1) 'n Werkgewer kan, nadat hy minstens een week vooraf kennis aan sy werknemer gegee het, 'n stukwerkstelsel invoer, en sodanige werkgewer moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgewer, ongeag die hoeveelheid werk wat verrig is, sodanige 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 in subklousule (1) bedoen, 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 kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgewer nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie.

(4) Ondanks andersluidende bepalinge 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.

10. GETALSVIRHOUDING

(1) (a) 'n Werkgewer moet 'n eerste blokman in diens hê voordat hy 'n ander blokman in diens neem.

(b) 'n Werkgewer mag nie 'n ongekwalifiseerde blokman in diens neem tensy hy 'n gekwalifiseerde blokman in diens het, en vir elke sodanige gekwalifiseerde blokman mag hy hoogstens een ongekwalifiseerde blokman in diens neem.

(2) By die toepassing van hierdie klousule—

(a) word 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n blokman doen, geag as 'n gekwalifiseerde blokman te wees: Met dien verstande dat dieselfde werkgewer nie ten opsigte van meer as een bedryfsinrigting aldus geag mag word nie;

(b) word 'n ongekwalifiseerde blokman wat minstens die loon ontvang wat vir 'n gekwalifiseerde blokman in sy gebied voorgeskryf word, geag 'n gekwalifiseerde blokman te wees.

(3) Indien 'n werkgewer in meer as een bedryfsinrigting besigheid doen, is hierdie klousule op elke sodanige bedryfsinrigting afsonderlik van toepassing.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende kleren 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 kleren bly die eiendom van die werkgewer.

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;

9. PIECE-WORK

(1) An employer may, after at least one week's notice to his employee, 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.

10. PROPORTION OR RATIO

(1) (a) An employer shall employ a first blockman before any other blockman is employed by him.

(b) An employer shall not employ an unqualified blockman unless he has in his employ a qualified blockman and for each such qualified blockman he shall not employ more than one unqualified blockman.

(2) For the purpose of this clause—

(a) an employer who is wholly or mainly engaged in the work of a blockman may be deemed to be a qualified blockman: Provided that the same employer may not be so deemed in respect of more than one establishment;

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

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

11. 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.

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) '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 regtens van toepassing mag wees op 'n werknemer wat dros;

nie hierdeur geraak word nie: Voorts met dien verstande 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, kan 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: Met dien verstande dat wanneer 'n werkgewer 'n bedrag aldus aan homself toeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (5) geag word dat die werknemer die werkgewer 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 wat wesenlik die vorm het soos in die Bylae van hierdie Vasstelling voorgeskryf en waarin 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 word.

14. VERBOD OP INDIENSNEMING

'n Werkgewer mag niemand onder die leeftyd van 15 jaar in diens neem nie.

15. LOGBOEK

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

DAAGLIKSE LOG

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

(Handtekening van drywer van motorvoertuig)

Datum.....19.....

(2) Elke drywer van 'n motorvoertuig of deeltydse drywer van 'n motorvoertuig moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse log in duplo hou en binne 24 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 drywer van 'n motorvoertuig slegs op "n motorvoertuig dryf" 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.

(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: Provided that where an employer has so appropriated an amount in lieu of notice, it shall be deemed for the purpose of clause 6 (5), that the employee paid the employer in lieu of notice.

13. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the grounds of desertion of where the employee is a casual employee, the employer shall, upon termination of any contract of employment, furnish the employee with a certificate of service substantially in the 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 15 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..... Time of finishing work.....
Number of hours worked..... Meal hours from.....
to.....
Particulars of any accident or delay.....

(Signature of driver)

Date.....19.....

(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 24 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.

BYLAE

Ek/Ons (a).....
 wat die..... vleisbedryf
 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.

(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, blokman.

I. J. CLAASSENS, Voorsitter.
 A. W. STEAD, Lid.
 P. L. SCHOLTZ, Lid.
 D. J. ODENDAAL, Sekretaris.
 Pretoria, 19/12/75.

SCHEDULE

I/We (a).....
 carrying on trade in the Meat Trade 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.

(Signature of employer or autho-
 rised representative)

Date..... 19.....

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

I. J. CLAASSENS, Chairman.
 A. W. STEAD, Member.
 P. L. SCHOLTZ, Member.
 D. J. ODENDAAL, Secretary.
 Pretoria, 19/12/75.

AGROCHEMOPHYSICA

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422. Vleisbedryf, Bloemfontein, Kimberley en Welkom ...	1	5023
423. Koelkamer: Spekbereiding ...	15	5023
424. Vleisbedryf: Sekere Natalse gebiede en Pretoria ...	33	5023
425. Vleisbedryf: Sekere gebiede in die Westelike en Oostelike Provinsie ...	48	5023

CONTENTS

No.	Page Gazette No. No.	
Labour, Department of		
<i>Government Notices</i>		
422. Meat Trade, Bloemfontein, Kimberley and Welkom	1	5023
423. Cold storage: Bacon curing	15	5023
424. Meat Trade: Certain Natal areas and Pretoria	33	5023
425. Meat Trade: Certain areas in the Western and Eastern Province	48	5023