



# STAATSKOERANT

## VAN DIE REPUBLIEK VAN SUID-AFRIKA

### REPUBLIC OF SOUTH AFRICA

# GOVERNMENT GAZETTE

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## GOEWERMENTSKENNISGEWINGS

### DEPARTEMENT VAN ARBEID

No. R. 266 16 Februarie 1979

#### LOONWET, 1957

LOONVASSTELLING 377.—EETBARE NEUTE-  
EN VERSNAPERINGSNYWERHEID, REPUBLIEK  
VAN SUID-AFRIKA

In opdrag van die Minister van Arbeid, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Eetbare Neute- en Versnaperingsnywerheid, Republiek van Suid-Afrika, gemaak en die tweede Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalinge van genoemde Loonvasstelling bindend word.

#### BYLAE

##### 1. GEBIED EN OMVANG VAN VASSTELLING

Hierdie Vasstelling is van toepassing op alle werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Eetbare Neute- en Versnaperingsnywerheid in die Republiek van Suid-Afrika.

##### 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—

“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 wat deur die Registrateur van Vakleerlinge aan hom uitgereik is 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;

“assistent-voorman” ’n werknemer wat, onder die algemene toesig van ’n voorman, enige van die werksaamhede of pligte van ’n voorman verrig en wat gedurende sy afwesigheid namens hom kan waarneem;

“ketelbediener” ’n werknemer wat onder algemene toesig die waterpeil en stoomdruk in ’n stoomketel in stand hou en wat die vuur in sodanige ketel kan maak, stook of uithaal;

## GOVERNMENT NOTICES

### DEPARTMENT OF LABOUR

No. R. 266 16 February 1979

#### WAGE ACT, 1957

WAGE DETERMINATION 377.—EDIBLE NUTS  
AND SNACKS INDUSTRY, REPUBLIC OF SOUTH  
AFRICA

By direction of the Minister of Labour it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Edible Nuts and Snacks Industry, Republic of South Africa, and has fixed the second Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

#### SCHEDULE

##### 1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all the employers and all their employees, other than managers, in the Edible Nuts and Snacks Industry in the Republic of South Africa.

##### 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—

“artisan” means an employee who is engaged in work normally performed by a skilled artisan, and for the purposes 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;

“assistant foreman” means an employee who, under the general supervision of a foreman, performs any of the activities or duties of a foreman and who may act for him during his absence;

“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;

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

"onderbaas" 'n werknemer wat, onder die toesig van 'n voorman of assistent-voorman, aan die hoof staan van 'n groep arbeiders;

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

"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;

"kommissiewerk" 'n stelsel waarvolgens 'n handelsreisiger se besoldiging bereken word volgens die getal of waarde van die bestellings wat hy aan sy werkgever voorlê en wat laasgenoemde aanvaar;

"dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat dit in die geval van 'n skofwerker beteken 'n tydperk van 24 uur gereken vanaf die tyd wat so 'n werknemer begin werk;

"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, massameet, verpakking, merk, adresseer of versending van goedere of pakkette;

"drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf, 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;

"drywer-verkoopsman" 'n werknemer wat 'n motorvoertuig dryf, wat die produkte van die Eetbare Neute- en Versnaperingsnywerheid vanuit so 'n voertuig verkoop, wat verantwoordelik is vir die voorraad op so 'n voertuig en vir die kontant wat hy ten opsigte van sodanige verkope ontvang en wat daarbenewens bestellings kan werf;

"Eetbare Neute- en Versnaperingsnywerheid" die Nywerheid waarin werkgevers 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 werksaamhede vervat in (a) en (b) hieronder te verrig:

(a) Die meng, bak, verpakking, bottel of verwerking op enige wyse hoegenaamd van grondboontjies of enige ander eetbare neute vir menslike verbruik, en dit sluit in die vervaardiging van—

- (i) neutbottlers of pastas;
- (ii) gekorrelde, gedroogde, gevlokte of gekerfde grondboontjies of enige ander eetbare neute;
- (iii) enige produk waarvan grondboontjies of enige ander eetbare neute die hoofbestanddeel uitmaak;

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

- (i) Die uitpersing van olie; en
- (ii) enige aktiwiteite wat deur 'n vervaardiger van lekkergoed uitgeoefen word in verband met die verwerking van neute vir gebruik deur hom by die vervaardiging van lekkergoed;

(b) die vervaardiging, verpakking, konsentring of preservering (deur middel van enige proses, uitgesonderd bevriesing) van aartappelblaartjies, kaaskrulle, pofkoring, pofrys, pofmielies of soortgelyke eetware of versnaperings;

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

"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;

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

"chargehand" means an employee who, under the supervision of a foreman or assistant foreman, is in charge of a group of labourers;

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

"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;

"commission work" means any system under which a traveller's remuneration is calculated on the value or number of orders submitted by him to and accepted by his employer;

"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;

"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;

"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;

"driver-salesman" means an employee who is engaged in driving a motor vehicle, who sells products of the Edible Nuts and Snacks Industry from such vehicle and who is responsible for the stock on such vehicle and the cash received by him in respect of such sales and who, in addition, may canvass for orders;

"Edible Nuts and Snacks Industry" means the Industry in which employers and employees are associated in establishments which are registered or liable for registration in terms of the Factories, Machinery and Building Work Act, 1941, for the purpose of performing any one or more of the activities listed in (a) and (b) below:

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

- (i) nut butters or pastes;
- (ii) granulated, desiccated, flaked or sliced groundnuts or any other edible nuts;
- (iii) any product of which groundnuts or any other edible nuts form the main ingredient;

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

- (i) The expressing of oil; and
- (ii) any activities conducted by a manufacturer of sweets in connection with the processing of nuts for use by him in the manufacture of sweets;

(b) the manufacture, packing, concentrating or preserving (by means of any process, excluding freezing) of potato crisps, cheese twists, puffed wheat, puffed rice, puffed maize or similar eatables or snacks; and also includes all activities incidental thereto and consequent thereon;

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

(d) enige werk wat 'n skofwerker moet verrig ter vervanging van 'n ander skofwerker wat versuim om hom vir werk aan te meld;

"bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Eetbare Neute- en Versnaperingsnywerheid in diens is;

"ondervinding", met betrekking tot—

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

(b) 'n bediener van 'n mobiele hystoestel of 'n handelsreisiger, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n bediener van 'n mobiele hystoestel of 'n handelsreisiger in enige bedryf werksaam was;

(c) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Eetbare Neute- en Versnaperingsnywerheid werksaam was;

"fabrieksklerk" 'n werknemer wat, onder toesig van 'n voorman, 'n assistent-voorman of 'n gekwalifiseerde manlike klerk, een of meer van die volgende werksaamhede verrig:

(a) Bestellings vir versending byeenbring;

(b) bywoningsregisters kontroleur of besonderhede in verband met werknemers wat aanwesig of afwesig is, of die tyd deur werknemers aan ander take bestee, aanteken;

(c) besonderhede in verband met materiaal wat ontvang of uitgereik is, nagaan of aanteken, of voorraadregisters hou;

(d) fabrieksdokumente met die hand kopieer;

(e) fabrieksdokumente liasseer, sorteer of andersins aandag daaraan skenk;

(f) Swart tale of Indiërtale tolk of vertaal;

(g) afleweringbriewe uitmaak, maar nie fakture nie;

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

(i) loon- of tydkaarte voorberei vir latere gebruik deur 'n klerk;

(j) goedere ontvang, insluitende die nagaan en aantekening van besonderhede in verband daarmee;

(k) bondelnommers, inhoud of verwysingsnommers aanteken van houers wat gevul of versend word;

(l) besonderhede van jaarlikse of siekteverlof aanteken;

(m) die indiensneming, ontslag of bedanking van werknemers aanteken, insluitende enige nodige inskrywings in die werknemers se persoonlike lêers of dokumente maak of dienssertifikate voorberei;

(n) lysie maak van produksiesyfers;

(o) kaartjies of etikette stempel of uitskryf;

(p) toesig hou oor die aflaai van goedere;

(q) goedere massameet en besonderhede in verband daarmee aanteken;

"stoker" 'n werknemer wat, onder toesig van 'n ketelbediener, vure in stoomketels maak of aan die brand hou, met inbegrip van stook-, sny- of harkwerk;

"eerstehulpassistensie" 'n werknemer wat in besit is van 'n geldige bekwaamheidsertifikaat in eerstehulp wat uitgereik is deur—

(a) die Suid-Afrikaanse Rooikruisvereniging;

(b) die St. John Ambulance Association; of

(c) die Suid-Afrikaanse Noodhulppliga;

wat 'n eerstehulpbediener by die uitvoering van sy pligte behulpsaam is en wat gedurende sy afwesigheid namens hom kan waarneem;

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

(a) die Suid-Afrikaanse Rooikruisvereniging;

(b) die St. John Ambulance Association; of

(c) die Suid-Afrikaanse Noodhulppliga;

wat in beheer van 'n eerstehulpkamer is en wat ook beserings kan aanteken;

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

(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 a shift-worker is required to perform in substitution for any other shift-worker who fails to report for duty;

"establishment" means any premises in or in connection with which one or more employees are employed in the Edible Nuts and Snacks Industry;

"experience" means in relation to—

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

(b) a mobile hoist operator or a traveller, the total period or periods of employment which an employee has had as a mobile hoist operator or a traveller, respectively, in any trade;

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

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

(a) Assembling orders for despatch;

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

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

(d) copying factory documents by hand;

(e) filing, sorting or otherwise attending to factory documents;

(f) interpreting or translating Black or Asian languages;

(g) making out delivery notes other than invoices;

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

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

(j) receiving goods including the checking and recording of particulars thereof;

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

(l) recording particulars of annual or sick leave;

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

(n) scheduling production figures;

(o) stamping or writing tickets or labels;

(p) supervising the off-loading of goods;

(q) mass-measuring goods and recording particulars thereof;

"fireman" means an employee who, under supervision of a boiler attendant, is engaged in making or maintaining fires in boilers, including stoking, slicing and raking;

"first-aid assistant" means an employee who holds a current certificate of competency in first-aid issued by—

(a) the South African Red Cross Society;

(b) the St. John Ambulance Association; or

(c) die Suid-Afrikaanse Noodhulppliga;

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

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

(a) the South African Red Cross Society;

(b) the St. John Ambulance Association; or

(c) die Suid-Afrikaanse Noodhulppliga;

who is in charge of a first-aid room and who may record injuries;

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

"werknemer, graad I," 'n werknemer wat in een of meer van die volgende masjiene bedien:

- (a) Outomatiese etiketteermasjiene;
- (b) outomatiese neutbotter- of neutpastavul- of kroonmasjiene;
- (c) outomatiese verpakkingsmasjiene;
- (d) sakvorm- en -vulmasjiene;
- (e) koringuitpersmasjiene;
- (f) mieliespring- of -bakmasjiene;
- (g) swaartekrag- of elektroniese sorteerder;
- (h) neutbleikmasjiene;
- (i) neutbottermoel;
- (j) neutbak- of -braaimasjiene;
- (k) aartappelblaartjekoker;
- (l) aartappelwasmasjiene;
- (m) stoomverhitte droogmasjiene;

"werknemer, graad II," 'n werknemer wat in een of meer van die volgende hoedanighede diens doen of een of meer van die volgende werksaamhede verrig:

- (a) Eerstehulpassistent;
- (b) aartappels met 'n kragmasjiene afskil;
- (c) kleinhouerhandetiketteerder;
- (d) oppasser van een of meer van die masjiene wat in die omskrywing van "werknemer graad I" gespesifiseer word;

"werknemer, graad III," 'n werknemer wat in een of meer van die volgende hoedanighede diens doen om een of meer van die volgende werksaamhede verrig:

- (a) Etikette wat deur 'n masjiene verkeer op bottels of flesse opgeplak is, regskuiw of etikette op bottels en flesse vervang;
- (b) geursel of kleursel onder toesig met die hand aanwend;
- (c) drukwerk byeenbring, nagaan of verpak;
- (d) kiste of ander houers met die hand of met 'n draadbindmasjiene vasmaak of bande daarom sit;
- (e) adresse van geadresseerdes op kiste, sakke, dromme of pakkies vir versending brandmerk, merk of sjabloner of die datum met die hand daarop kodeer;
- (f) gevulde houers vir kontroledoeleinde massameet;
- (g) die vloei van gesnyde aartappels in of uit 'n aartappelblaartjekoker kontroleer;
- (h) artikels tel of verpak, uitgesonderd die verpakking van artikels van eenvormige grootte en getal in houers wat spesiaal gemaak is om sodanige artikels te bevat;
- (i) afgeskilde aartappels ondersoek en vlekke met die hand daarvan verwyder;
- (j) blikke, vate, kiste, sakke, bottels, flesse, kanne of ander houers met die hand of handvoerder vul volgens gespesifiseerde massa of hoeveelheid waarby die werknemer beheer uitoefen, of die eiegewig van die houers bereken;
- (k) stoker;
- (l) installasie, masjiene of voertuie smeer of olie;
- (m) leë of gevulde houers of ander artikels vir vreemde liggame, geskeurde omslae, verkleuring of ander voor die hand liggende gebreke ondersoek;
- (n) groothouderhandetiketteerder;
- (o) sakke heelmaak of sakke met die hand toewerk nadat hulle gevul is;
- (p) krane of kleppe onder toesig oop- of toemaak;
- (q) sanitêre emmers verwyder, leegmaak, skoonmaak of vervang of rioolpype of -punte skoonmaak;
- (r) pos sorteer of versprei, of boodskappe of artikels te voet of met 'n voetaangedrewe fiets of driewiel buite sy werkgewer se bedryfsinrigting versamel of aflewer;
- (s) oorpakke met die hand was of heelmaak of stryk;
- (t) pakkette met die hand toedraai;

"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;

"arbeider" 'n werknemer wat enigeen of meer van die volgende werksaamhede verrig:

- (a) Klaar geadresseerde etikette op kiste, kartonne of ander houers plak;
- (b) 'n ambagsman help deur artikels of gereedskap vas te hou of op enige ander wyse saam met hom te werk, maar nie deur die onafhanklike gebruik van gereedskap nie;
- (c) op afleweringvoertuie help, uitgesonderd die voertuie dryf of herstelwerk uitvoer;
- (d) goedere dra, ophang, opstapel, verskuif, laai of aflaai;

"Grade I employee" means an employee who is engaged in operating any one or more of the following machines:

- (a) Automatic labelling machine;
- (b) automatic nut butter or nut paste filling or capping machine;
- (c) automatic packaging machine;
- (d) bag forming and filling machine;
- (e) corn extruding machine;
- (f) corn popping or roasting machine;
- (g) gravity or electronic sorter;
- (h) nut blanching machine;
- (i) nut butter mill;
- (j) nut roasting or frying machine;
- (k) potato crisp cooker;
- (l) potato washing machine;
- (m) steam heated dryer;

"Grade II employee" means an employee who is engaged in any one or more of the following activities or capacities:

- (a) First-aid assistant;
- (b) peeling potatoes by power-driven machine;
- (c) small container hand labeller;
- (d) minding any one or more of the machines specified in the definition of "grade I employee";

"Grade III employee" means an employee who is engaged in any one or more of the following capacities or activities:

- (a) Adjusting labels defectively affixed to bottles or jars by machine or replacing labels on bottles or jars;
- (b) applying flavouring or colouring materials by hand, under supervision;
- (c) assembling, checking or packing printed material;
- (d) binding or strapping boxes or other containers by hand or by wire tieing or strapping machine;
- (e) branding, marking or stencilling addresses of consignees on boxes, bags, drums or packages for despatch, or code dating by hand;
- (f) checking mass-measurement of filled containers;
- (g) controlling the flow of sliced potatoes into or out of a potato crisp cooker;
- (h) counting or packing articles, other than packing articles of uniform size and number into containers specially designed to contain such articles;
- (i) examining peeled potatoes and removing blemishes from them by hand;
- (j) filling tins, casks, boxes, bags, bottles, jars, canisters or other containers by hand or handcontrolled feed to specified mass or volume where the employee exercises control, or taring containers;
- (k) fireman;
- (l) greasing or oiling plant, machines or vehicles;
- (m) inspecting empty or filled containers or other articles for foreign bodies, torn wrappers, discolouration or other obvious defects;
- (n) large container hand labeller;
- (o) mending bags or sewing bags by hand after being filled;
- (p) opening or closing cocks or valves under supervision;
- (q) removing, emptying, cleaning or replacing sanitary pails or cleaning sewerage pipes or points;
- (r) sorting or distributing mail, or collecting or delivering messages or articles on foot or manually propelled bicycle or tricycle outside his employer's establishment;
- (s) washing by hand or mending or ironing overalls;
- (t) wrapping parcels by hand;

"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;

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

- (a) Affixing ready addressed labels to boxes, cartons or other containers;
- (b) assisting an artisan by holding articles or tools or otherwise working with him other than by the independent use of tools;
- (c) assisting on delivery vehicles other than driving or effecting repairs;
- (d) carrying, lifting, stacking, moving, loading or unloading goods;



(e) persele, masjinerie, gereedskap, voertuie, meubels, werktuie, skottels, bottels of ander houers of artikels met die hand skoonmaak of was;

(f) bottels of flesses met die hand of nie-kragaangedrewe masjien toemaak;

(g) boodskappe of artikels in 'n bedryfsinrigting aflewer uitgesonderd die verspreiding of sortering van pos;

(h) tuinwerk;

(i) uitskep;

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

(k) rantsoene kook, tee of dergelike drank maak of tee of dergelike drank aan werknemers of sy werkgewer bedien;

(l) sakke, kassies, dromme, pakkette of ander houers met die hand oop- of toemaak;

(m) deure of vensters oop- of toemaak;

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

(o) vreemde liggamme of gebrekkige produkte met die hand uitsoek;

(p) voertuig op 'n ander wyse as met behulp van meganiese toestelle stoot of trek;

(q) vuilgoed, as of afval verwyder;

(r) platkassies, kiste of kratte met die hand heelmaak;

(s) rubberstempel of reeksnommer afdruk waar geen oordeel vereis word nie;

(t) klaargemaakte karton- of veselbordkiste of soortgelyke houers met die hand opstel;

(u) met die hand sif;

(v) houers uitpak of leegmaak;

(w) artikels van eenvormige grootte en getal toedraai in vooraf gesnyde omslae wat spesiaal gemaak is om hulle te bevat;

"grootouerhandetiketteerder" 'n werknemer wat etikette met die hand aanbring op houers met 'n inhoudsmaat van meer as 1 kg;

"wet" ook die gemene reg;

"masjienfaktotum" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie;

"masjienoppasser" 'n werknemer wat 'n kragaangedrewe masjien oppas en wie se plig dit is om aan die masjienbediener te rapporteer indien die masjien enigsinns verkeerd funksioneer of gaan staan en wat—

(a) die voerder na so 'n masjien kan aansit en stopsit, insluitende die aansit en stopsit van 'n onafhanklike kragaangedrewe voerder;

(b) so 'n masjien met die hand kan voer en daarvan kan afneem;

(c) die masjien kan stopsit ingeval dit nie reg funksioneer nie en die masjienbediener buite bereik is;

maar wat nie sodanige masjien kan aansit of heraan sit of enige verstelling daaraan kan doen nie behalwe onder regstreekse opdrag van die masjienbediener, en die uitdrukking "n masjien oppas" het 'n ooreenstemmende betekenis;

"masjienbediener" 'n werknemer wat 'n kragaangedrewe masjien bedien, versorg, aansit of stopsit, wat die werk deur die masjien verrig deurkyk of kontroleer, wat kleiner lopende regstellings aan die masjien kan aanbring en wat so 'n masjien kan voer of daarvan kan afneem, en die uitdrukking "n masjien bedien" het 'n ooreenstemmende betekenis;

"bestuurder" 'n werknemer wat deur sy werkgewer belas is met die algemene—

(a) toesig oor;

(b) verantwoordelikheid vir; en

(c) leiding van;

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

"bediener van 'n mobiele hystoestel" 'n werknemer wat werk met 'n kragaangedrewe mobiele hystoestel of 'n vurkhywa wat by die laai, aflaai, versit of opstapel van goedere gebruik word;

"motorvoertuig" 'n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere, uitgesonderd 'n handelsreisiger se monsters, en omvat dit ook 'n voorhaker en 'n trekker maar nie 'n mobiele hystoestel nie;

"nagskof" enige werkdag waarvan die grootste deel tussen 20h00 en 06h00 val;

"oortyd" daardie gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgewer werk en wat langer is as die onderskeie gewone werkeure by klousule 5 (1), (2) of (3) vir sodanige

(e) cleaning or washing, by hand, premises, machinery, tools, vehicles, furniture, utensils, dishes, bottles or other containers or articles;

(f) closing bottles or jars by hand or non-powerdriven machine;

(g) delivering messages or articles within an establishment, but excluding distribution or sorting of mail;

(h) gardening work;

(i) ladling;

(j) making, maintaining or drawing fires other than in steam boilers;

(k) cooking rations, making tea or similar beverages or serving tea or similar beverages to employees or his employer;

(l) opening or closing bags, boxes, drums, packages or other containers by hand;

(m) opening or closing doors or windows;

(n) packing articles of uniform size and number into containers specially made to contain such articles;

(o) picking out foreign bodies or defective products by hand;

(p) pushing or pulling vehicles otherwise than with the use of mechanical devices;

(q) removing refuse, ash or scrap;

(r) repairing trays, boxes or crates by hand;

(s) rubber stamping or serial numbering where no discretion is involved;

(t) setting up by hand ready-cut cardboard or fibre board boxes or similar containers;

(u) sieving by hand;

(v) unpacking or emptying containers;

(w) wrapping articles of uniform size and number in pre-cut wrappers specially made to contain such articles;

"large container hand labeller" means an employee who is engaged in labelling by hand containers of a capacity of over 1 kg;

"law" includes the common law;

"machine handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment but who does not do work normally performed by an artisan;

"machine minder" means an employee who is engaged in watching a power-driven machine with the duty to report any malfunctioning or stopping of such machine to the machine operator and who may—

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

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

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

but who may not start, re-start or make any adjustment to such machine except under the direct instruction of the machine operator, and the expression "minding a machine" has a corresponding meaning;

"machine operator" means an employee who operates, attends, starts or stops a power-driven machine, who scrutinises or checks the work done by the machine, who may make minor running adjustments to the machine and who may feed into or take off from such machine, and the expression "operating a machine" has a corresponding meaning;

"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;

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

"motor vehicle" means any power-driven vehicle used for conveying goods, other than traveller's samples, and includes a mechanical horse and a tractor but does not include a mobile hoist;

"night shift" means any period of work the major portion of which falls between 20h00 and 06h00;

"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

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 werkgewer werk nie;

"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;

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

"gekwalifiseerd", met betrekking tot 'n werknemer, dat die ondervinding wat die werknemer in sy klas werk opgedoen het hom geregtig maak op die hoogste loontarief wat vir sodanige klas voorgeskryf word; en, omgekeerd, "ongekwalifiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie;

"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 by die uitvoering van die werksaamhede van 'n bedryfsinrigting;

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

"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;

"kleinhouerhandetiketteerder" 'n werknemer wat etikette per hand op houers met 'n inhoudsmaat van 1 kg of minder plak, maar sluit nie in die regskeif van etikette wat verkeerd deur die masjien opgeplak is of die vervanging van beskadigde etikette nie;

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

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

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

"handelsreisiger" 'n werknemer wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting namens so 'n inrigting bestellings vra, werf of opneem;

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

"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;

"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 voorbehoedsbepaling 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;

"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.

in clause 5 (1), (2) or (3) 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;

"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;

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

"qualified" with regard to an employee means that the experience which an employee has had in his class entitles him to the highest wage rate prescribed for such class; and conversely "unqualified" means that his experience in his class does not entitle him to such highest wage rate;

"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;

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

"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;

"small container hand labeller" means an employee who is engaged in affixing labels by hand to containers with a capacity of 1 kg or less, but does not include the adjustment of labels defectively affixed by machine or the replacing of damaged labels;

"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;

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

"trailer" means any conveyance drawn by a motor vehicle;

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

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

"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;

"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;

"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. 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:*

## 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 die landdrostrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaa, Durban, Germiston, Goodwood, Inanda, Johan- nesburg, Kempton Park, Krugersdorp, Nigel, Ober- holzer, Pinetown, Port Eliza- beth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Vander- bijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg		In die landdrostrikte Bloemfontein, Kimberley, Klerksdorp, Kuilsrivier, Oos-Londen, Paarl, Pieter- maritzburg, Somerset-Wes, Stellenbosch, Strand, Uiten- hage, Welkom, Wellington en Worcester		In alle ander gebiede	
	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna
	Per week	Per week	Per week	Per week	Per week	Per week
	R	R	R	R	R	R
Ambagsman.....	72,00	75,00	69,50	72,50	68,00	70,00
Assistent-voorman.....	63,00	66,00	60,00	63,00	58,00	60,00
Ketelbediener.....	25,50	28,25	22,40	24,40	16,20	17,50
Onderbaas.....	25,50	28,25	22,40	24,40	16,20	17,50
Chaufeur.....	28,60	31,50	25,20	27,20	20,80	21,80
Klerk, vrou—						
ongekwalifiseerd—						
gedurende die eerste jaar ondervinding	27,69	28,85	24,23	25,38	21,23	22,38
gedurende die tweede jaar ondervinding	31,85	33,00	28,38	29,54	25,38	26,54
gedurende die derde jaar ondervinding	36,00	37,15	32,54	33,69	29,54	30,69
gedurende die vierde jaar ondervinding	40,15	41,31	36,69	37,85	33,69	34,85
gekwalifiseerd.....	44,31	45,46	40,85	42,00	37,85	39,00
Klerk, man—						
ongekwalifiseerd—						
gedurende die eerste jaar ondervinding	29,77	32,08	27,69	28,85	24,23	25,38
gedurende die tweede jaar ondervinding	35,31	37,62	33,23	34,38	29,77	30,92
gedurende die derde jaar ondervinding	40,85	43,15	38,77	39,92	35,31	36,46
gedurende die vierde jaar ondervinding	46,38	48,69	44,31	45,46	40,85	42,00
gedurende die vyfde jaar ondervinding	51,92	54,23	49,85	51,00	46,38	47,54
gekwalifiseerd.....	57,46	59,77	55,38	56,54	51,92	53,08
Drywer van 'n motorvoertuig waarvan die onbelaste massa saam met die onbe- laste massa van 'n sleepwa of sleep- waens wat deur so 'n voertuig getrek word—						
(i) hoogstens 450 kg is.....	25,90	28,40	23,10	24,60	18,20	19,20
(ii) meer as 450 kg maar hoogstens 2 700 kg is.....	31,60	34,60	28,90	30,40	23,40	24,40
(iii) meer as 2 700 kg maar hoogstens 4 500 kg is.....	37,30	40,80	34,70	36,20	28,60	29,60
(iv) meer as 4 500 kg is.....	43,00	47,00	40,50	42,00	33,80	34,80
Drywer-verkoopsman van 'n motorvoertuig waarvan die onbelaste massa saam met die onbelaste massa van 'n sleepwa of sleepwaens wat deur so 'n voertuig getrek word—						
(i) hoogstens 2 700 kg is—						
gedurende die eerste ses maande ondervinding.....	43,00	47,00	39,00	41,00	32,70	34,00
daarna.....	48,00	52,00	43,00	45,00	35,50	37,00
(ii) meer as 2 700 kg is—						
gedurende die eerste ses maande ondervinding.....	47,00	51,00	42,00	44,00	34,50	36,00
daarna.....	52,00	56,00	47,00	49,00	39,50	41,00
Fabrieksklerk—						
ongekwalifiseerd—						
gedurende die eerste ses maande onder- vinding.....	26,00	28,75	22,80	24,80	19,40	20,40
gedurende die tweede ses maande onder- vinding.....	28,00	31,00	24,80	26,80	21,80	22,80
gekwalifiseerd.....	30,00	33,25	26,80	28,80	24,20	25,20
Eerstehulpbediener.....	36,00	39,50	34,00	37,00	32,70	34,00
Voorman.....	75,00	78,00	72,50	75,50	71,00	73,00
Werknemer graad 1—						
ongekwalifiseerd—						
gedurende die eerste drie maande onder- vinding.....	25,50	28,25	22,40	24,40	16,20	17,50

	In die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaap, Durban, Germiston Goodwood, Inanda, Johan- nesburg, Kempton Park, Krugersdorp, Nigel, Ober- holzer, Pinetown, Port Eliza- beth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Vander- bijlpark, Vereniging, Westonaria, Wonderboom en Wynberg		In die landdrosdistrikte Bloemfontein, Kimberley, Klerksdorp, Kuilsrivier, Oos-Londen, Paarl, Pieter- maritzburg, Somerset-Wes Stellenbosch, Strand, Uiten- hage, Welkom, Wellington en Worcester		In alle ander gebiede	
	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna
	Per week	Per week	Per week	Per week	Per week	Per week
	R	R	R	R	R	R
gedurende die tweede drie maande ondervinding.....	26,50	29,35	23,35	25,35	16,90	18,20
gedurende die derde drie maande onder- vinding.....	27,50	30,45	24,30	26,30	17,60	18,90
gedurende die vierde drie maande onder- vinding.....	28,50	31,55	25,25	27,25	18,30	19,60
gekwalfiseerd.....	29,50	32,65	26,20	28,20	19,00	20,30
Werknemer graad II— ongekwalfiseerd—						
gedurende die eerste drie maande onder- vinding.....	23,80	26,25	20,70	22,70	15,00	16,30
gedurende die tweede drie maande ondervinding.....	24,65	27,25	21,55	23,55	15,60	16,90
gekwalfiseerd.....	25,50	28,25	22,40	24,40	16,20	17,50
Werknemer graad III—						
vrou.....	17,80	19,70	15,70	17,20	11,20	12,20
man.....	23,80	26,25	20,70	22,70	15,00	16,30
Faktotum.....	34,00	37,50	30,00	32,40	26,70	27,70
Arbeider—						
vrou.....	17,00	18,70	14,80	16,30	10,20	11,70
man.....	22,75	25,00	19,60	21,60	13,50	15,50
Masjienfaktotum.....	37,80	41,50	36,00	39,00	34,50	36,00
Bediener van 'n mobiele hystoestel— ongekwalfiseerd—						
gedurende die eerste ses maande onder- vinding.....	25,50	28,25	22,40	24,40	16,20	17,50
gekwalfiseerd.....	29,00	31,00	25,60	27,60	18,50	19,80
Deeltydse drywer van 'n motorvoertuig.....	28,60	31,50	25,20	27,20	20,80	21,80
Handelsreisiger— ongekwalfiseerd—						
gedurende die eerste jaar ondervinding	53,31	56,77	53,31	56,77	53,31	56,77
gedurende die tweede jaar ondervinding	58,62	62,08	58,62	62,08	58,62	62,08
gedurende die derde jaar ondervinding..	63,92	67,38	63,92	67,38	63,92	67,38
gedurende die vierde jaar ondervinding..	69,23	72,69	69,23	72,69	69,23	72,69
gekwalfiseerd.....	74,54	78,00	74,54	78,00	74,54	78,00
Handelsreisiger se assistent.....	28,60	31,50	28,60	31,50	28,60	31,50
Wag.....	25,50	28,25	22,40	24,40	16,20	17,50
Werknemer nie elders in hierdie klousule uitdruklik gemeld nie.....	25,50	28,25	22,40	24,40	16,20	17,50



	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstown, Springs, Vanderbijlpark, Vereeniging, Westonia, Wonderboom and Wynberg		In the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Kuils River, Paarl, Pietermaritzburg, Somerset West, Stellenbosch, Strand, Uitenhage, Welkom, Wellington and Worcester		In all other areas	
	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter
	Per week	Per week	Per week	Per week	Per week	Per week
Artisan.....	R 72,00	R 75,00	R 69,50	R 72,50	R 68,00	R 70,00
Assistant foreman.....	63,00	66,00	60,00	63,00	58,00	60,00
Boiler attendant.....	25,50	28,25	22,40	24,40	16,20	17,50
Chargehand.....	25,50	28,25	22,40	24,40	16,20	17,50
Chauffeur.....	28,60	31,50	25,20	27,20	20,80	21,80
Clerk, female—						
unqualified—						
during the first year of experience.....	27,69	28,85	24,23	25,38	21,23	22,38
during the second year of experience....	31,85	33,00	28,38	29,54	25,38	26,54
during the third year of experience.....	36,00	37,15	32,54	33,69	29,54	30,69
during the fourth year of experience....	40,15	41,31	36,69	37,85	33,69	34,85
qualified.....	44,31	45,46	40,85	42,00	37,85	39,00
Clerk, male—						
unqualified—						
during the first year of experience.....	29,77	32,08	27,69	28,85	24,23	25,38
during the second year of experience....	35,31	37,62	33,23	34,38	29,77	30,92
during the third year of experience.....	40,85	43,15	38,77	39,92	35,31	36,46
during the fourth year of experience....	46,38	48,69	44,31	45,46	40,85	42,00
during the fifth year of experience.....	51,92	54,23	49,85	51,00	46,38	47,54
qualified.....	57,46	59,77	55,38	56,54	51,92	53,08
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.....	25,90	28,40	23,10	24,60	18,20	19,20
(ii) exceeds 450 kg but not 2 700 kg....	31,60	34,60	28,90	30,40	23,40	24,40
(iii) exceeds 2 700 kg but not 4 500 kg...	37,30	40,80	34,70	36,20	28,60	29,60
(iv) exceeds 4 500 kg.....	43,00	47,00	40,50	42,00	33,80	34,80
Driver-salesman driving 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 2 700 kg—						
during the first six months of experience.....	43,00	47,00	39,00	41,00	32,70	34,00
thereafter.....	48,00	52,00	43,00	45,00	35,50	37,00
(ii) exceeds 2 700 kg—						
during the first six months of experience.....	47,00	51,00	42,00	44,00	34,50	36,00
thereafter.....	52,00	56,00	47,00	49,00	39,50	41,00
Factory clerk—						
unqualified—						
during the first six months of experience	26,00	28,75	22,80	24,80	19,40	20,40
during the second six months of experience.....	28,00	31,00	24,80	26,80	21,80	22,80
qualified.....	30,00	33,25	26,80	28,80	24,20	25,20
First-aid attendant.....	36,00	39,50	34,00	37,00	32,70	34,00
Foreman.....	75,00	78,00	72,50	75,50	71,00	73,00
Grade I employee—						
unqualified—						
during the first three months of experience.....	25,50	28,25	22,40	24,40	16,20	17,50
during the second three months of experience.....	26,50	29,35	23,35	25,35	16,90	18,20
during the third three months of experience.....	27,50	30,45	24,30	26,30	17,60	18,90
during the fourth three months of experience.....	28,50	31,55	25,25	27,25	18,30	19,60
qualified.....	29,50	32,65	26,20	28,20	19,00	20,30

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstown, Springs, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg		In the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Kuils River, Paarl, Pietermaritzburg, Somerset West, Stellenbosch, Strand, Uitenhage, Welkom, Wellington and Worcester		In all other areas	
	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter
	Per week	Per week	Per week	Per week	Per week	Per week
	R	R	R	R	R	R
Grade II employee—unqualified—						
during the first three months of experience.....	23,80	26,25	20,70	22,70	15,00	16,30
during the second three months of experience.....	24,65	27,25	21,55	23,55	15,60	16,90
qualified.....	25,50	28,25	22,40	24,40	16,20	17,50
Grade III employee—						
female.....	17,80	19,70	15,70	17,20	11,20	12,20
male.....	23,80	26,25	20,70	22,70	15,00	16,30
Handyman.....	34,00	37,50	30,00	32,40	26,70	27,70
Labourer—						
female.....	17,00	18,70	14,80	16,30	10,20	11,70
male.....	22,75	25,00	19,60	21,60	13,50	15,50
Machine handyman.....	37,80	41,50	36,00	39,00	34,50	36,00
Mobile hoist operator—						
unqualified—						
during the first six months of experience.....	25,50	28,25	22,40	24,40	16,20	17,50
qualified.....	29,00	31,00	25,60	27,60	18,50	19,80
Part-time driver of a motor vehicle.....	28,60	31,50	25,20	27,20	20,80	21,80
Traveller—						
unqualified—						
during the first year of experience.....	53,31	56,77	53,31	56,77	53,31	56,77
during the second year of experience.....	58,62	62,08	58,62	62,08	58,62	62,08
during the third year of experience.....	63,92	67,38	63,92	67,38	63,92	67,38
during the fourth year of experience.....	69,23	72,69	69,23	72,69	69,23	72,69
qualified.....	74,54	78,00	74,54	78,00	74,54	78,00
Traveller's assistant.....	28,60	31,50	28,60	31,50	28,60	31,50
Watchman.....	25,50	28,25	22,40	24,40	16,20	17,50
Employee not elsewhere in this clause specifically mentioned.....	25,50	28,25	22,40	24,40	16,20	17,50

(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 ten opsigte van sodanige dag.

(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

(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, in respect of such day.

(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



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 verstand 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 Vasstelling só uitgelê mag word dat dit 'n werkgewer belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrywe 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 alle ander werknemers.
- (c) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.
- (5) *Vervoertoelae en -uitgawes.*—Benewens die betaling van enige ander besoldiging verskuldig aan—
- (a) 'n handelsreisiger wat van sy werkgewer se motorvoertuig gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgewer hom vergoed vir alle redelike uitgawes wat hy by die uitvoering van sy pligte in verband met sodanige vervoer aangegaan het, en by die toepassing van hierdie subklousule word die koste verbonde aan die stalling van 'n motorvoertuig oornag, geag 'n vervoeruitgawe te wees;
- (b) 'n handelsreisiger van wie vereis word om 'n motorvoertuig vir die uitvoering van sy pligte te verskaf, moet sy werkgewer hom vir elke kilometer wat hy by die uitvoering van sy pligte afgelê het, 'n vervoertoelae betaal van minstens—
- (i) waar die enjinkapasiteit van die voertuig waarmee die werknemer aldus gereis het hoogstens 1 300 cm<sup>3</sup> is: 10,0c;
- (ii) waar die enjinkapasiteit van sodanige voertuig meer as 1 300 cm<sup>3</sup> maar hoogstens 2 500 cm<sup>3</sup> is: 12,0c;
- (iii) waar die enjinkapasiteit van sodanige voertuig meer as 2 500 cm<sup>3</sup> is: 14,0c.
- (6) *Onderhoudstoelae en -uitgawes.*—Benewens die betaling van enige ander besoldiging verskuldig aan—
- (a) 'n handelsreisiger wat, op enige reis wat hy by die uitvoering van sy pligte onderneem, vir 'n langer tydperk as ses agtereenvolgende ure van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is—
- (i) moet sy werkgewer hom vergoed vir alle redelike uitgawes wat hy in elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangegaan het;
- (ii) moet sy werkgewer hom 'n onderhoudstoelae van minstens R12 vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;
- (b) 'n handelsreisiger se assistent wat, wanneer hy 'n handelsreisiger vergeesel op enige reis wat die handelsreisiger by die uitvoering van sy pligte onderneem, vir 'n langer tydperk as ses agtereenvolgende ure van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is—
- (i) moet sy werkgewer hom vergoed vir alle redelike uitgawes wat hy in elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangegaan het;
- (ii) moet sy werkgewer hom 'n onderhoudstoelae van minstens R5,50 vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;

Met dien verstande dat by die toepassing van hierdie subklousule die uitdrukking "nag" die tydperk tussen 23h00 en 04h00 beteken.

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 prescribed wage is the same as or lower 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) *Transport allowance and expenses.*—In addition to paying any other remuneration due to—
- (a) a traveller who uses his employer's motor transport or who is required to travel by train or any other means of conveyance than his own, his employer shall reimburse him all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purposes of this subclause the cost of overnight garaging of motor transport shall be deemed to be a transport expense;
- (b) a traveller who is required to provide motor transport for the performance of his duties, his employer shall pay him for each kilometre travelled in the performance of his duties a transport allowance of not less than—
- (i) where the engine capacity of the vehicle, in which the employee so travelled, does not exceed 1 300 cm<sup>3</sup>: 10,0c;
- (ii) where the engine capacity of such vehicle exceeds 1 300 cm<sup>3</sup> but not 2 500 cm<sup>3</sup>: 12,0c;
- (iii) where the engine capacity of such vehicle exceeds 2 500 cm<sup>3</sup>: 14,0c.
- (6) *Subsistence allowance and expenses.*—In addition to paying any other remuneration due to—
- (a) a traveller who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—
- (i) reimburse him all reasonable expenses incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
- (ii) pay him a subsistence allowance of not less than R12 for each night where such absence extends over one or more nights;
- (b) a traveller's assistant who, accompanying a traveller on any journey undertaken by the traveller in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—
- (i) reimburse him all reasonable expenses incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
- (ii) pay him a subsistence allowance of not less than R5,50 for each night where such absence extends over one or more nights;

Provided that for the purposes of this subclause the expression "night" means the period between 23h00 and 04h00.

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

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

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

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

(iii) in die geval van 'n eis ingevolge subklousule (6), die tyd waarop elke tydperk van afwesigheid begin en geëindig het;

en ten einde aan so 'n vereiste te kan voldoen, moet sy werk-gewer, voordat sodanige reis deur sodanige handelsreisiger onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word.

(8) *Nagskofftoelae*.—(a) 'n Werkgewer wat van sy werknemers vereis of hulle toelaat om nagskof te werk, moet aan sodanige werknemer benewens sy loon 'n toelae betaal van minstens 10 persent van sy uurloon vir elke uur of gedeelte van 'n uur wat so 'n werknemer nagskof binne sy gewone werkure gewerk het.

(b) Paragraaf (a) hiervan is nie van toepassing nie op—

(i) 'n eethuiswerknemer, 'n chauffeur, 'n eerstehulpbediener of 'n wag;

(ii) 'n werknemer wie se teenwoordigheid snags nodig is in verband met die ontwikkeling van lig of krag; or

(iii) 'n werknemer wat normaalweg 'n loon ontvang van minstens die bedrae in klousule 5 (9) (a) (ii) voorgeskryf.

(9) *Fietstoelae*.—'n Werkgewer wat van 'n werknemer vereis om by die uitvoering van sy pligte sy eie fiets te gebruik, moet hom, benewens enige ander besoldiging aan hom verskuldig, 'n toelae van minstens 75c per week of, as hy 'n los werknemer is, minstens 15c per dag betaal.

#### 4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers*.—Behoudens klousules 3 (7) en 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer (of in die geval van 'n skofwerker, op 'n tydstop waarvoor sodanige werk-gewer en sy werknemer ooreengekom het en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar nie later nie as 24 uur na die gewone betaaldag) of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde kovert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

(a) die 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 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 kovert of houer waarop hierdie inligting aange-teken is of sodanige staat word die eiendom van die werk-nemer: Met dien verstande dat—

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

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

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

(i) in respect of any claim in terms of subclause (5) (a), the mode of travel employed and the transport expenses incurred or the nature of any other expense for which reimbursement is claimed;

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

(iii) in respect of any claim in terms of subclause (6), the times of commencement and ending of each period of absence;

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

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

(b) The provisions of paragraph (a) hereof shall not apply to—

(i) a canteen employee, a chauffeur, a first-aid attendant or a watchman;

(ii) an employee whose attendance is necessary at night in connection with the generation of light or power; or

(iii) an employee who is regularly in receipt of a wage at a rate of not less than the amounts prescribed in clause 5 (9) (a) (ii).

(9) *Bicycle allowance*.—An employer who requires an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any other remuneration due to him, an allowance of not less than 75 cents per week, or, if he is a casual employee, not less than 15 cents per day.

#### 4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees*.—Save as provided in clauses 3 (7) and 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 in the case of a shift-worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded, or which shall be accompanied by a statement showing—

(a) the employer's name;

(b) the employee's name or his number on the pay-roll and his 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 word aan 'n werknemer wat ingevolge klousule 5 (9) (a) (ii) 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 Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer 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 Werkgewer mag sy werknemer geen boetes opleë of enige bedrae van sy werknemer se besoldiging aftrek: Met dien verstande dat hy die volgende kan aftrek:

(a) Met die skriftelike toestemming van sy werknemer 'n bedrag vir 'n vakansie-, siektebystand-, versekerings-, mediese hulp-, spaar-, voorsorgs- of pensioenfondse, 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 werkgewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten 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 mag of moet aftrek;

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

	Per week	Per maand
	R	R
(i) Kos.....	1,65	7,15
(ii) Inwoning.....	0,85	3,68
(iii) Kos en inwoning.....	2,50	10,83

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

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

(f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgewer betaal het of onderneem het om te betaal aan 'n Administrasieraad ten opsigte van die huur van 'n huis of vir huisvesting in 'n tehuis wat die werknemer in 'n lokasie of Swart dorp onder die beheer van so 'n raad bywoon.

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

(1) *Gewone werkure*.—'n Werkgewer 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 Maandag tot en met Saterdag; en

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

(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) (ii).

(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 Blacks (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, medical aid, 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 Blacks (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.....	1,65	7,15
(ii) Lodging.....	0,85	3,68
(iii) Board and lodging.....	2,50	10,83

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

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

(ii) no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw or packing material, 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 Administration Board in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Black village under the control of such Board.

##### 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 Monday to Saturday, inclusive; and

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

(b) in die geval van 'n werknemer, uitgesonderd 'n skofwerker, 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 enigeen van die ander dae tot agt en 'n half verleng kan word;

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

(i) 'n werkgewer met sy werknemer ooreen 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) werktydperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoedsbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;

(iii) as sodanige pouse langer as een uur is, behalwe waar voorbehoedsbepaling (vii) van toepassing is, enige tydperk 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 werkgewer vereis word om op enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse op versoek van die werknemer 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 werknemer wat uitsluitlik of hoofsaaklik persele of passasiersvoertuie skoonmaak, waar sodanige pouse langer as drie uur is, enige tyd wat daardie pouse te bowe gaan, geag word deel van die gewone werkure uit te maak;

(viii) sodanige pouse nie aan 'n skofwerker gedurende sy gewone werkure op enige skof toegestaan hoef te word as hy gedurende sodanige ure die geleentheid gegee word om te eet terwyl hy op sy pos is nie, tensy dit verbied word kragtens 'n kennisgewing wat gepubliseer is ingevolge artikel 27 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan so na as doenlik—

(a) aan die middel van elke eerste werktydperk op 'n dag; en

(b) aan die middel van elke tweede werktydperk op 'n dag waar sodanige tydperk langer as drie uur is;

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 daar word geag dat so 'n pouse deel van die gewone werkure van so 'n werknemer uitmaak.

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

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

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

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

(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, 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;

(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.

(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, except when proviso (vii) applies, 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, at the request of the employee, 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 purposes of this subclause not to have worked during such interval;

(vii) in the case of an employee who is exclusively or mainly engaged in cleaning premises or passenger vehicles, where such interval exceeds three hours, any time over and above that interval shall be deemed to form part of the ordinary hours of work;

(viii) such interval need not be granted to a shift-worker during his ordinary hours of work on any shift if he is given the opportunity during such hours of having a meal while at his post, unless this is prohibited by virtue of any notice published in terms of section 27 of the Factories, Machinery and Building Work Act, 1941.

(4) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as near as practicable—

(a) in the middle of each first work period in a day; and

(b) in the middle of each second work period in a day, where such period is longer than three hours;

and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

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

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

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

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



(7) *Vroulike werknemers.*—Ondanks andersluidende bepalinge 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 so 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) *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.

(9) *Voorbehoudsbepalings.*—(a) Subklousules (1) tot en met (8), is nie van toepassing nie op—

(i) 'n handelsreisiger of 'n handelsreisiger se assistent;

(ii) 'n voorman, 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en solank so 'n werknemer gereeld 'n loon ontvang van—

(aa) minstens R600 per maand in die volgende gebiede:

*Transvaal*—die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom;

*Kaaprovinsie*—die landdrostdistrikte Bellville, Die Kaap, Goodwood, Paarl, Simonstad en Wynberg en die munisipale gebiede van Kimberley, Kuilsrivier, Oos-Londen, Port Elizabeth en Uitenhage;

*Natal*—die landdrostdistrikte Durban, Inanda, Pinetown en Pietermaritzburg;

*Oranje-Vrystaat*—die munisipale gebiede van Bloemfontein, Sasolburg en Welkom;

(ab) minstens R550 per maand in die volgende gebiede:

*Transvaal*—die munisipale gebiede van Middelburg, Nelspruit, Pietersburg en Witbank;

*Kaaprovinsie*—die landdrostdistrikte George, Knysna, Kuilsrivier (uitgesonderd die munisipale gebied van Kuilsrivier), Mosselbaai, Oudtshoorn, Somerset-Wes, Stellenbosch, Strand, Vredenburg, Wellington en Worcester en die munisipale gebiede van Grahamstad, King William's Town en Queenstown;

*Natal*—die landdrostdistrikte Camperdown, Dannhauser, Dundee, Eshowe, Estcourt, Glencoe, Kliprivier, Lions River, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Port Shepstone en Umzinto;

*Oranje-Vrystaat*—die munisipale gebiede van Bethlehem, Harrismith, Kroonstad, Odendaalsrus en Virginia; en

(ac) minstens R500 in enige gebied wat nie in paragrawe (aa) en (ab) hierbo omvat is nie;

(iii) 'n wag wie se werkgewer hom 'n vry periode van minstens 24 agtereenvolgende ure in 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 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.

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

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

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

(9) *Savings.*—(a) Subclauses (1) to (8), inclusive, shall not apply to—

(i) a traveller or a traveller's assistant;

(ii) a foreman, 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—

(aa) not less than R600 per month in the following areas:

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

*Cape Province*—the Magisterial Districts of Bellville, The Cape, Goodwood, Paarl, Simonstown and Wynberg and the municipal areas of Kimberley, Kuils River, East London, Port Elizabeth and Uitenhage;

*Natal*—the Magisterial Districts of Durban, Inanda, Pietermaritzburg;

*Orange Free State*—the municipal areas of Bloemfontein, Sasolburg and Welkom;

(ab) not less than R550 per month in the following areas:

*Transvaal*—the municipal areas of Middelburg, Nelspruit, Pietersburg and Witbank;

*Cape Province*—The Magisterial Districts of George, Knysna, Kuils River (excluding the municipal area of Kuils River), Mossel Bay, Oudtshoorn, Somerset West, Stellenbosch, Strand, Vredenburg, Wellington and Worcester and the municipal areas of Grahamstown, King William's Town and Queenstown;

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

*Orange Free State*—the municipal areas of Bethlehem, Harrismith, Kroonstad, Odendaalsrus and Virginia; and

(ac) not less than R500 in any area not included in paragraphs (aa) and (ab) hereof;

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

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

(ii) an employer may, in lieu of granting his watchman any such free period, pay such watchman the wage which he would have received if he had not worked during such period, plus an amount of not less than double his daily wage in respect of such period not granted.



(b) Subklousules (3), (4), (5) en (6) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.

(c) Subklousule (4) is nie van toepassing op 'n chauffeur, 'n drywer-verkoopman, 'n drywer van 'n motorvoertuig of 'n arbeider wat sodanige drywer-verkoopman of drywer van 'n motorvoertuig op sy rondtes vergesel 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 en moet die werknemer sodanige verlof neem—

(a) in die geval van 'n handelsreisiger, 'n handelsreisiger se assistent of '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—

(i) die weekloon van 'n handelsreisiger wat kommissiewerk doen, bereken word deur die besoldiging wat uit hoofde van sy ooreenkoms ingevolge klousule 9 (7) aan hom betaalbaar is ten opsigte van die 12 maande onmiddellik voor die datum waarop die verlof hom toekom, deur 52 te deel of, indien hy minder as 12 maande aldus gewerk het, deur die totale besoldiging wat aldus vir sodanige diens-tydperk aan hom betaalbaar is, deur die getal voltooide weke in sodanige tydperk te deel;

(ii) 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 en geneem 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 of diens ingevolge die Verdedigingswet, 1957, mag saamval nie;

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;

(iv) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 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.

(b) Subclauses (3), (4), (5) and (6) shall not apply to an employee while he is engaged on emergency work.

(c) Subclause (4) shall not apply to a chauffeur, a driver-salesman, a driver of a motor vehicle or a labourer who accompanies such driver-salesman or driver of a motor vehicle, on his rounds.

## 6. ANNUAL LEAVE

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

(a) in the case of a traveller, traveller's assistant or 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—

(i) the weekly wage of a traveller who is employed on commission work shall be calculated by dividing the remuneration payable to him by virtue of his agreement in accordance with clause 9 (7) in respect of the 12 months immediately preceding the date of the accrual of his leave by 52 or, if he has had less than 12 months of such employment, by dividing the total remuneration so payable to him during his period of such employment by the number of completed weeks in such period;

(ii) 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 and be taken 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 so agrees, in writing, with any period of military training or service 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—

(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) 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-termyn van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van so 'n termyn opgeloopt het, moet daar by sodanige diensbeëindiging, bene-wens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diens-termyn 'n bedrag betaal word van minstens—

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

(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 ver-leen 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 voor-geskryf word, tensy die werkgewer van sodanige kennis-gewing 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 ont-slaan 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 sub-klousule (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 uit-drukking "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 mili-têre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings- of dienstydkerf 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 toe-passing 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.

(8) (a) Ondanks andersluidende bepalings in hierdie klou-sule, kan 'n werkgewer vir die doel van jaarlikse verlof, te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigtinge 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 bedryfs-inrigting of deel van 'n bedryfsinrigting waarin hy werk-

(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 employ-ment 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 sub-clause.

(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 purposes 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 one year to not more than 10 weeks; and

(c) any period during which an employee is absent under-going military training or service 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 or service;

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 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, which-ever 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 estab-lishment 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,



saam is, ingevolge paragraaf (a) 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 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 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 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.

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

(a) vir langer as 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 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 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.

in terms of paragraph (a), is not entitled to the full period of annual leave prescribed in subclause (1) (b) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (5), and for the purposes 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 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) 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 or 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) 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 of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings- of dienstdyperk 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 ongeschiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeschiktheidsbetaling 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 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 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 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) Wanneer 'n skofwerker 'n skof werk wat gedeeltelik op 'n openbare vakansiedag in subklousule (1) bedoel of op 'n Sondag en gedeeltelik op enige ander dag val, moet daar geag word dat die hele skof gewerk is op die dag waarop die grootste gedeelte van sodanige skof val.

(5) Subklousules (2) tot en met (4) is nie van toepassing nie—

(a) op 'n werknemer wat ingevolge klousule 5 (9) (a) (ii) van die werkurebepalings uitgesluit is;

(b) op 'n los werknemer, 'n handelsreisiger, 'n handelsreisiger se assistent of 'n wag.

## (4) For the purposes of this clause the expression—

(a) “employment” shall be deemed to include—

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

(aa) on leave in terms of clause 6;

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

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

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

(ii) any period during which an employee is absent undergoing military training or service 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 or service;

and any one period of employment which an employee has had with the same employer immediately before the date on which this Determination became binding shall, for purposes 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 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 of 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 shift-worker works a shift which falls partly on any public holiday referred to in subclause (1) or on a Sunday 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.

(5) Subclauses (2) to (4), inclusive, shall not apply to—

(a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a) (ii);

(b) a casual employee, a traveller, a traveller's assistant or a watchman.

## 9. STUKWERK EN KOMMISSIEWERK

(1) 'n Werkgewer kan, nadat hy minstens een week vooraf kennis aan sy werknemer, uitgesonderd 'n handelsreisiger, 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 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 waarvoor daar ooreengekom is, kennis gee nie.

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

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

(a) die week- of maandloon aan die handelsreisiger betaalbaar, indien sodanige loon hoër is as dié wat by klousule 3 (1) vir so 'n handelsreisiger voorgeskryf word, asook die kommissietarief of -tariewe en die voorwaardes waarop hy die reg daarop verkry;

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

(c) die gebied waarin daar van die handelsreisiger vereis word of hy toegelaat word om te werk;

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

(e) die dag waarop die kommissie op bestellings wat die werkgewer voor die beëindiging van die dienskontrak aanvaar het, betaal moet word: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is.

(6) Die bepalings van die ooreenkoms in subklousule (5) bedoel, mag vir die handelsreisiger geldelik nie minder voordelig wees nie as die betrokke bepalings van hierdie Vastelling: Met dien verstande dat die besoldiging van 'n handelsreisiger wat kommissiewerk verrig, betaalbaar is op die dag wat in die ooreenkoms bepaal word, en in hierdie opsig is klousule 4 (1) nie op sodanige betaling van toepassing nie.

(7) Behoudens klousule 4 (6), moet 'n werkgewer sy handelsreisiger wat kommissiewerk onderneem minstens die besoldiging betaal waarvoor hulle ooreengekom het: Met dien verstande dat, ongeag die getal of waarde van die bestellings wat die werkgewer aanvaar, die besoldiging van so 'n handelsreisiger vir elke tydperk nie minder mag wees nie as dié wat ingevolge klousule 3 (1) vir daardie tydperk aan hom verskuldig sou wees.

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

## 10. VERBOD OP INDIENSNEMING

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

## 9. PIECE-WORK AND COMMISSION WORK

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

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

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

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

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

(a) the weekly or monthly wage payable to the traveller, where such wage is higher than that prescribed in clause 3 (1) for such traveller, and the rate or rates of the commission and the conditions of entitlement thereto;

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

(c) the area in which the traveller is required or permitted to work;

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

(e) the day of payment of commission in respect of orders accepted by the employer before termination of the contract of employment: Provided that such day of payment shall be not later than the last work-day of the month succeeding the month during which employment was terminated.

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

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

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

## 10. 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 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 oor 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, d'e 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 voorbehoudbepaling 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 of diens 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 wesenlik in onderstaande vorm, waarin die volle name van die werkgewer en die werknemer, die klas van die werknemer, die aanvangsdatum en die datum van beëindiging van

## 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 to 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 or service 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, the employee shall for the purposes of clause 6 (5) be deemed to have 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 following form, showing the full names of the employer and of the employee, the occupation of the employee, the date of commencement and



die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld word:

#### DIENSSERTIFIKAAT

Ek/Ons (\*).....  
 wat die Eetbare Neute- en Versnaperingsnywerheid beoefen te  
 verklaar hierby dat.....  
 in my/ons (\*) diens was van die..... dag  
 van..... 19..... tot die..... dag  
 van..... 19..... as (†)..... day  
 By diensbeëindiging was sy/haar (\*) loon..... rand  
 sent per week.....

(Handtekening van werkgewer  
 of gemagtigde verteenwoordiger)

Datum.....

(\*) Skrap wat nie van toepassing is nie.

(†) Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, by., klerk, arbeider.

#### 14. 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.....

(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 woordomskeywing 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.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvaststelling in die bostaande Bylae Loonvaststelling 310, gepubliseer by Goewermentskennisgewing R. 3140 van 15 Augustus 1969, soos gewysig by Goewermentskennisgewing R. 465 van 14 Maart 1975.)

No. R. 267 16 Februarie 1979

#### WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

#### EETBARE NEUTE- EN VERSNAPERINGS- NYWERHEID, REPUBLIEK VAN SUID-AFRIKA

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Loonvaststelling vir die Eetbare Neute- en Versnaperingsnywerheid, Republiek van Suid-Afrika, gepubliseer by Goewermentskennisgewing R. 266 van 16 Februarie 1979, oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

the date of termination of the contract and the weekly wage of the employee on the date of such termination:

#### CERTIFICATE OF SERVICE

I/We (\*).....  
 carrying on trade in the Edible Nuts and Snacks Industry at  
 hereby certify that.....  
 was employed by me/us (\*) from the..... day  
 of..... 19..... to the..... day  
 of..... 19..... as (†)..... day  
 At the termination of employment his/her (\*) wage was.....  
 rand..... cents per week.....

(Signature of employer or  
 authorised representative)

Date.....

(\*) Delete whichever is inapplicable.

(†) State class in which employee was wholly or mainly engaged, e.g. clerk, labourer.

#### 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.....

(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 purposes 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 at least three years subsequent to such delivery.

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Determination 310, published under Government Notice R. 3140 of 15 August 1969, as amended by Government Notice R. 465 of 14 March 1975.)

No. R. 267 16 February 1979

#### FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

#### EDIBLE NUTS AND SNACKS INDUSTRY, REPUBLIC OF SOUTH AFRICA

I, Stephanus Petrus Botha, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Wage Determination for the Edible Nuts and Snacks Industry, Republic of South Africa, published under Government Notice R. 266 of 16 February 1979, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA, Minister of Labour.

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