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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG-BENUTTING

No. R. 1580

20 Julie 1979

LOONWET, 1957

LOONVASSTELLING 385.—VOEDSELNYWERHEID, REPUBLIEK VAN SUID-AFRIKA

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

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

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

2. WOORDOMSKRYWING

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

“oppasser van 'n ammoniakkompressorinstallasie” ’n werknemer wat in beheer is van 'n ammoniakkompressorinstallasie; “ambagsman” ’n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomskrywing beteken die uitdrukking “geskoolde ambagsman” iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet;

“assistent-kokeroppasser” ’n werknemer wat onder toesig van 'n toesighoudende kokeroppasser enigeen van die pligte van 'n toesighoudende kokeroppasser uitvoer;

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

“assistent-oondoppasser” ’n werknemer wat onder toesig van 'n toesighoudende oondoppasser enigeen van die pligte van 'n toesighoudende oondoppasser uitvoer;

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER UTILISATION

No. R. 1580

20 July 1979

WAGE ACT, 1957

WAGE DETERMINATION 385. — FOOD INDUSTRY, REPUBLIC OF SOUTH AFRICA

By direction of the Minister of Manpower Utilisation it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Food Industry, Republic of South Africa, and has fixed the 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 Food Industry in the Republic of South Africa.

2. DEFINITIONS

(1) Unless the context otherwise indicates, any expression which is used in this Determination and which is defined in the Wage Act, 1957, has the same meaning as in that Act and unless inconsistent with the context—

“ammonia compressor plant attendant” means an employee who is in charge of an ammonia compressor plant;

“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 cooker attendant” means an employee who, under the supervision of a cooker attendant-in-charge, performs any of the duties of a cooker attendant-in-charge;

“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;

“assistant oven attendant” means an employee who, under the supervision of an oven attendant-in-charge, performs any of the duties of an oven attendant-in-charge;

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

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

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

"koper" 'n werknemer wat vrugte en groente van produ-sente koop;

"eetlokaalkok" 'n werknemer, uitgesonderd 'n sopkoker, wat etes vir eetlokaaldoeleindes kook en daarvoor verantwoordelik is;

"vathersteller" 'n werknemer wat vate of vaatjies herstel of aftakel of die kopstukke van vate of vaatjies verwyder of vervang en wat vate of vaatjies uit klaargemaakte duie inme-kaar kan sit;

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

"onderbaas" 'n werknemer wat onder toesig van 'n voor-man, assistent-voorman, voorvrou of toesighouer oor 'n groep arbeiders toesig hou;

"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;

"chemitegnikus" 'n werknemer wat toetse met onderwerkte of verwerkte of gedeeltelik verwerkte produkte instel, beheer daaroor uitoefen, toesig daaroor hou of dit uitvoer en wat die gegewens wat uit sodanige toetse verkry word, vertolk;

"klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, magasynman, versendingsklerk, ontvangsklerk, en 'n telefoon-skakelbordoperateur, 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;

"knipper" 'n werknemer wat met behulp van 'n kniptoestel die hoeveelheid werk wat deur 'n werknemer gedoen word, aanteken;

"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 laas-gehoemde aanvaar;

"kruiemaker" 'n werknemer wat onder toesig van 'n voor-man of 'n assistent-voorman in beheer is van die maak van atjar, blatjang of mayonnaise;

"deurlopendeproseswerker" 'n werknemer wat 'n werksaam-heid verrig waarin daar deur middel van drie skofte per dag op sewe dae van die week deurlopend gewerk moet word;

"toesighoudende kokeroppasser" 'n werknemer wat by die bereiding van klaar voorbereide ontbytvoedsel, verantwoorde-lik is vir en toesig hou oor die insit van onverwerkte produkte in drukkokers, die meng of byvoeg van bestanddele volgens 'n formule, en wat die graad van gaarheid met die oog toets;

"dag" die tydperk van 24 uur van middernag tot midder-nag: Met dien verstande dat in die geval van 'n deurlopende-proseswerker of 'n skofwerker dit beteken 'n tydperk van 24 uur, gereken vanaf die tydstop waarop 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 kan hou oor die byeenbring, nagaan, massameting, verpakking, merk, adresseer of versending van goedere of pakkette;

"drywer van 'n motorvoertuig" 'n werknemer wat 'n motor-voertuig dryf, en by die toepassing van hierdie woordomskry-wing omvat die uitdrukking "'n motorvoertuig dryf" alle tyd-perke 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-verkoper" 'n werknemer wat 'n motorvoertuig dryf, wat produkte van die Voedselnywerheid van so 'n voertuig af 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 ook bestellings kan werf;

"diensdrywer" 'n werknemer wat, benewens sy gewone pligte, en buite die werkure wat met sodanige pligte in verband staan, wagte of onderhoudspersoneel of werknemers wat ver-plig word om oortyd- of nagskofwerk te verrig en dit verrig het, per motorvoertuig na en van 'n bedryfsinrigting vervoer;

"baker" means an employee who is engaged in and respon-sible for the baking of infant or invalid foods;

"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;

"boiling pan attendant" means an employee who, under the supervision of a food boiler, assistant foreman or a fore-man, is in charge of one or more boiling pans and who may be responsible for testing the density of syrup or maintaining the correct temperature;

"buyer" means an employee who is engaged in buying fruit or vegetables from producers;

"canteen cook" means an employee, other than a soup cooker, who is engaged in and is responsible for cooking meals for canteen purposes;

"cask repairer" means an employee who is engaged in repairing or dismantling casks or barrels or removing or replacing heads of casks or barrels and who may assemble casks or barrels from ready prepared staves;

"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 super- vision of a foreman, assistant foreman, forewoman or super-visor, 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;

"chemical technician" means an employee who is engaged in inaugurating, governing, supervising or carrying out tests of raw materials or finished or partly finished products and interpreting the data derived from such tests;

"clerk" means an employee who is engaged in writing, typing, filling or in any other form of clerical work and in-cludes a cashier, storeman, despatch clerk, receiving clerk and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause not-withstanding the fact that clerical work may form a part of such employee's work;

"clipper" means an employee who is engaged in recording by means of a clipper device the amount of work done by an employee;

"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;

"condiment maker" means an employee who, under the supervision of a foreman or an assistant foreman, is in charge of the making of pickles, chutney or mayonnaise;

"continuous process worker" means an employee who is engaged in an activity in which continuous working by means of three consecutive shifts per day on seven days per week is necessary;

"cooker attendant-in-charge" means an employee who, in the manufacture of ready-to-serve breakfast foods, is respon-sible for and supervises the loading of raw materials into pressure cookers, mixing or adding ingredients thereto in accordance with a formula and who by visual tests deter-mines the degree of cooking;

"day" means the period of 24 hours from midnight to mid-night: Provided that in the case of a continuous process worker or 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" in-cludes 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 Food 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;

"duty driver" means an employee who, in addition to his ordinary duties and outside the hours of work connected with such duties, conveys watchmen or maintenance staff or employees who are required to do or have done overtime or night shift work, by motor vehicle to and from an establish-ment;

"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 by die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens;

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

"bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Voedselnywerheid in diens is;

"ondervinding" met betrekking tot—

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

(b) 'n bakker, chemitegnikus, kruiemaker, fabrieksklerk, koskoker, macaronimaker, ontvangsklerk, werknemer graad I of werknemer graad II, die totale tydperk of tydperke wat 'n werknemer as bakker, chemitegnikus, kruiemaker, fabrieksklerk, koskoker, macaronimaker, ontvangsklerk, werknemer graad I of werknemer graad II in die Voedselnywerheid werksaam was;

(c) 'n fabrieksvragwagdrywer, bediener van 'n mobiele hystoestel of 'n handelsreisiger, die totale tydperk of tydperke wat 'n werknemer as fabrieksvragwagdrywer, bediener van 'n mobiele hystoestel of handelsreisiger, na gelang van die geval, in enige bedryf werksaam was;

(d) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Voedselnywerheid werksaam was;

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

(a) Bestellings vir versending byeenbring;

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

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

(d) fabrieksdokumente met die hand kopieer;

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

(f) Swart of Asiërtale tolk of vertaal;

(g) aflewingsbriewe uitmaak, maar nie fakture nie;

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

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

(j) loon- of tydkaarte voorberei of stukwerkverdiensies aanteken vir latere gebruik deur 'n klerk;

(k) goedere ontvang of nagaan, insluitende die aanteken van besonderhede daarvan;

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

(m) besonderhede van jaarlikse of siekteverlof aanteken;

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

(o) lysie maak van produksiesyfers;

(p) kaartjies of etikette stempel of uitskryf;

(q) toesig hou oor die aflaai van goedere;

"fabrieksvragwagdrywer" 'n drywer van 'n motorvoertuig wat so 'n voertuig in 'n bedryfsinrigting dryf en omvat dit ook 'n nywerheidstrekkerrywer;

"bediener van 'n filtreerpers" 'n werknemer wat onder algemene toesig 'n filtreerpers bedien en wat verantwoordelik is om dit skoon te maak;

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

"eerstehulpassistens" '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

"emergency work" means—

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

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

(i) ships;

(ii) trucks or vehicles of the South African Railways and Harbours;

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

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

"establishment" means any premises in or in connection with which one or more employees are employed in the Food Industry;

"experience" means, in relation to—

(a) a clerk (other than 'n receiving clerk) the total period or periods of employment which an employee has had as a clerk in any trade or in the service of the State;

(b) a baker, chemical technician, condiment maker, factory clerk, food boiler, macaroni maker, receiving clerk, Grade I employee or a Grade II employee, the total period or periods of employment which an employee has had as a baker, chemical technician, condiment maker, factory clerk, food boiler, macaroni maker, receiving clerk, Grade I employee or Grade II employee, respectively, in the Food Industry;

(c) a factory truck driver, a mobile hoist operator or a traveller the total period or periods of employment which an employee has had as a factory truck driver, a mobile hoist operator or a traveller, as the case may be, in any trade;

(d) any other class of employee, the total period or periods of employment which an employee has had in his class in the Food 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 duties:

(a) Assembling orders for despatch;

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

(c) checking or recording particulars of 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) mass-measuring goods and recording particulars thereof;

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

(j) preparing wage or time cards or recording piece-work earnings for subsequent use by a clerk;

(k) receiving or checking goods, including the recording of particulars thereof;

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

(m) recording particulars of annual or sick leave;

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

(o) scheduling production figures;

(p) stamping or writing tickets or labels;

(q) supervising the off-loading of goods;

"factory truck driver" means a driver of a motor vehicle who is engaged in driving such a vehicle within an establishment and includes an industrial tractor driver;

"filter press operator" means an employee who, under general supervision, is engaged in operating a filter press and who is responsible for the cleaning 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 competence in first aid, issued by—

(a) the South African Red Cross Society;

(b) the St John Ambulance Association; or

(c) die Suid-Afrikaanse Noodhulppliga;

wat 'n eerstehulpbediener by die uitvoering van sy pligte behulpzaam 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;

en wat in beheer is van 'n eerstehulpkamer;

"koskoker" 'n werknemer, uitgesonderd 'n eetlokaalkok of 'n sopkoker, wat geglaseerde vrugte, graan of sop kook en daarvoor verantwoordelik is en wat verantwoordelik kan wees vir die meng van bestanddele volgens 'n formule;

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

- (a) Geglaseerde of gekristalliseerde vrugte (behalwe gedroogde of gemaalde vrugte);
- (b) blatjang, atjar, mayonnaise, toebroodjiesmeer of tafelsous;
- (c) aartappelpoeier, kaaspoeier, ertjiemeel, boontjiemeel, matsemeel, bruismeel of bindmiddels;
- (d) souspoeier, sop (met inbegrip van klaar gemengde droë bestanddele wat by die maak van sop gebruik word), kerriepoeier of speserye;
- (e) gekookte of rou macaroni, vermicelli, spaghetti of noedels;
- (f) jellie, vlapoeier, blanc-mange, kitsklaar nageregte, versiersuiker, strooisuiker of roomspoeier;
- (g) bakpoeier, gis, geurmiddels, kleurmiddels vir voedselware, ekstrakte of asyn;
- (h) klaar voorbereide ontbytvoedsel;

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

"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;

"voorvrou" 'n vroulike werknemer wat, onder toesig van 'n voorman of 'n assistent-voorman, aan die hoof staan van die vroulike werknemers in 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse uitvoer;

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

- (a) Oppasser van ammoniakkompressorinstallasie;
- (b) oppasser van 'n outomatiese dubbelnaatmasjien;
- (c) oppasser van 'n outomatiese pakkietoedraaimasjien;
- (d) vathersteller;
- (e) toesighoudende kokeroppasser;
- (f) bediener van 'n filtreerpers;
- (g) laboratoriumassistent;
- (h) toesighoudende mengmasjienoppasser;
- (i) toesighoudende oondoppasser;
- (j) heinings, buitegeboue, installasie, masjinerie en vloere verf;
- (k) bediener van 'n trommelfilter;
- (l) bediener van 'n half-outomatiese botteletikettermasjien;
- (m) bediener van 'n afskeier;
- (n) oppasser van 'n vakuuomond, roldroër of sproeidroër;

"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) Kookpanoppasser;
- (b) eetlokaalkok;
- (c) maalmasjienoppasser;
- (d) pakkies massameet;

(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 competence in first-aid, issued by—

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

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

"food boiler" means an employee, other than a canteen cook or a soup cooker, who is responsible for and is engaged in boiling glacé fruit, grain or soup and who may be responsible for the mixing of ingredients according to formula;

"Food Industry" means the Industry in which employers and employees are associated in establishments which are registered or liable to registration in terms of the Factories, Machinery and Building Work Act, 1941, for the purpose of manufacturing, packing, concentrating or preserving (by means of any process, excluding freezing) any one or more of the following commodities:

- (a) Glacé or crystallised fruit (other than dried or minced fruit);
- (b) chutney, pickles, mayonnaise, sandwich spread or table sauce;
- (c) potato powder, cheese powder, pea flour, bean flour, matzos flour, self-raising flour or binding agents;
- (d) gravy powder, soup (including the ready-mixed dry ingredients used in the making of soup), curry powder or spices;
- (e) cooked or raw macaroni, vermicelli, spaghetti or noodles;
- (f) jelly, custard powder, blancmange, instant puddings, icing sugar, castor sugar or ice cream powder;
- (g) baking powder, yeast, flavouring essences, colouring matter for foodstuffs, extracts or vinegar;
- (h) ready-to-serve breakfast foods;

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

"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;

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

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

- (a) Ammonia compressor plant attendant;
- (b) automatic double seaming machine attendant;
- (c) automatic packet wrapping machine attendant;
- (d) cask repairer;
- (e) cooker attendant-in-charge;
- (f) filter press operator;
- (g) laboratory assistant;
- (h) mixing machine attendant-in-charge;
- (i) oven attendant-in-charge;
- (j) painting fences, outbuildings, plant, machinery or floors;
- (k) rotary filter operator;
- (l) semi-automatic bottle labelling machine operator;
- (m) separator plant operator;
- (n) vacuum oven, roller drier or spray drier attendant;

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

- (a) Boiling pan attendant;
- (b) canteen cook;
- (c) grinding machine attendant;
- (d) mass-measuring packets;

- (e) afmeter;
- (f) mengmasjienbediener;
- (g) vogtoetser;
- (h) bediener van 'n melassekookinstallasie;
- (i) bediener van 'n houervulmasjien;
- (j) bediener van 'n nie-meganies aangedrewe hitteverseëlmasjien;
- (k) bediener van 'n nie-meganies aangedrewe pakkietoe-draaimasjien;
- (l) oppasser van 'n retortdrukkoker;
- (m) etikette met die hand op klein houers aanbring;
- (n) stroopmaker;
- (o) bediener van 'n groentesnymasjien;

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

- (a) Assistent-kokeroppasser;
- (b) assistent-oondoppasser;
- (c) bottelwasmasjienoppasser;
- (d) kartonvoermasjienoppasser;
- (e) kartongommasjienoppasser;
- (f) kartonvoeringmasjienoppasser;
- (g) knipper;
- (h) afvoerpotoppasser;
- (i) eerste hulp assistent;
- (j) hamermeuloppasser;
- (k) passasiershysbakbediener;
- (l) poeierdroogmasjienoppasser;
- (m) pompmasjienbediener;
- (n) braaipanoppasser;
- (o) bediener van 'n krimp-toedraaifilmmasjien;
- (p) sifmasjienoppasser;
- (q) met die hand soldeer;
- (r) krammasjienbediener;

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

- (a) Etikette wat deur 'n masjien verkeerd aangebring is regskuf of beskadigde etikette op houers vervang;
- (b) drukwerk byeenbring, nagaan of verpak;
- (c) kiste of ander houers vasbind of bande met 'n masjien omsit;
- (d) houers met die hand of 'n nie-meganies aangedrewe masjien toemaak;
- (e) rantsone kook;
- (f) artikels tel of verpak, uitgesonderd die verpakking van artikels van dieselfde grootte en getal in houers wat spesiaal ontwerp is om sodanige artikels te bevat;
- (g) drywer-verkoper se assistent;
- (h) 'n maalmasjien voer of daarvan afneem;
- (i) stoker;
- (j) goederhysbakbediener;
- (k) die helftes van vrugte saamvoeg;
- (l) messlyper;
- (m) etikette met die hand op groot houers aanbring;
- (n) volgens 'n gestelde skaal massameet of volgens 'n vooraf gestelde maat afmeet;
- (o) bode;
- (p) krane of kleppe onder toesig oop- of toemaak;
- (q) enige kragmasjien bedien of oppas wat nie elders in hierdie klousule spesifiek genoem word nie;
- (r) vervaardigde artikels met die hand in afsonderlike houers verpak;
- (s) geglaseerde of versuikerde vrugte afsonderlik met die hand in houers verpak;
- (t) etikette perforeer;
- (u) oppasser van 'n stampmeliedroër;
- (v) sopkoker;
- (w) oorpakke was, stryk of heelmaak;

"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 kan doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie;

"nywerheidstrekkerywer" 'n werknemer wat 'n nywerheidstrekker dryf wat een of meer sleepwaens binne 'n bedryfsinrigting sleep;

"laboratoriumassistent" 'n werknemer wat onder toesig monsters berei en wat eerste en roetine toetse kan uitvoer en aantekening van die resultate daarvan kan hou;

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

- (a) '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;
- (b) op afleweringsvoertuie help, uitgesonderd die voertuie dryf of herstelwerk uitvoer;

- (e) measurer;
- (f) mixing machine operator;
- (g) moisture tester;
- (h) molasses boiling plant operator;
- (i) operating a container filling machine;
- (j) operating a non-mechanically powered heat sealing machine;
- (k) operating a non-mechanically powered packet wrapping machine;
- (l) retort pressure cooker attendant;
- (m) small container hand labeller;
- (n) syrupmaker;
- (o) vegetable slicing machine operator;

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

- (a) Assistant cooker attendant;
- (b) assistant oven attendant;
- (c) bottle washing machine attendant;
- (d) carton feeding machine attendant;
- (e) carton glueing machine attendant;
- (f) carton liner machine attendant;
- (g) clipper;
- (h) exhaust box attendant;
- (i) first-aid assistant;
- (j) hammer mill attendant;
- (k) passenger lift attendant;
- (l) powder drying machine attendant;
- (m) pumping machine operator;
- (n) roasting pan attendant;
- (o) shrinkwrap film machine operator;
- (p) sieving machine attendant;
- (q) soldering by hand;
- (r) stapling machine operator;

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

- (a) Adjusting labels defectively affixed to containers by machine or replacing damaged labels on containers;
- (b) assembling, checking or packing printed matter;
- (c) binding or strapping boxes or other containers by machine;
- (d) closing containers by hand or non-mechanically powered machine;
- (e) cooking rations;
- (f) counting or packing articles, other than packing articles of uniform size and number into containers specially designed to contain them;
- (g) driver-salesman's assistant;
- (h) feeding or taking-off from a grinding machine;
- (i) fireman;
- (j) goods lift attendant;
- (k) joining fruit halves;
- (l) knife sharpener;
- (m) large container hand labeller;
- (n) mass-measuring to a set scale or measuring to a pre-determined measure;
- (o) messenger;
- (p) opening or closing cocks or valves, under supervision;
- (q) operating or attending any power-driven machine not elsewhere specifically mentioned in this clause;
- (r) packing by hand manufacturers articles into individual containers;
- (s) packing glacé fruit or crystallised fruit individually by hand into containers;
- (t) perforating labels;
- (u) samp drier attendant;
- (v) soup cooker;
- (w) washing, ironing or mending overalls;

"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;

"industrial tractor driver" means an employee who is engaged in driving an industrial tractor towing one or more trailers within an establishment;

"laboratory assistant" means an employee who, under supervision, prepares samples, and who may make initial and routine tests and record the results thereof;

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

- (a) Assisting an artisan by holding articles or tools or otherwise working with him, other than by the independent use of tools;
- (b) assisting on delivery vehicles, other than driving or effecting repairs;

(c) kistsies of ander houers met die hand vasbind of met draad of bande vasmaak;

(d) dra, ophang, opstapel, verskuif, laai of aflaa;

(e) persele, installasie, gistenks, masjinerie, gereedskap, werktuie, meubels, voertuie, skottels, bottels, filterperse (met inbegrip van die verwydering en vervanging van filterdoek) of ander houers of artikels met die hand skoonmaak of was;

(f) neut of pitte met die hand kraak;

(g) houers met die hand of nie-kragaangedrewe masjien toekurk of van ander proppe of doppe voorsien;

(h) gedeeltelik verwerkte of verwerkte vrugte met die hand opsnij of in skywe sny;

(i) briewe, boodskappe of goedere te voet of deur middel van 'n voet- of handvoertuig aflewer;

(j) gesnyde of ongesnyde vrugte of groente in vloeistof inoos;

(k) 'n masjien, uitgesonderd 'n maalmasjien, of vervoerband voer of daarvan afneem;

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

(m) sakke, bottels, vate, blikke of ander houers met die hand vul of leegmaak;

(n) houers of papier vou;

(o) tuinwerk;

(p) met die hand fynmaak of maal;

(q) voeringstukke, skywe, ringe of drukwerk met die hand in deksels of blikke aanbring;

(r) uitskep;

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

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

(u) tee of dergelike drank maak of tee of dergelike drank aan werknemers of sy werkgewer bedien;

(v) installasie, masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;

(w) deure of vensters of sakke, kistsies, dromme of ander pakkette oop- of toemaak;

(x) 'n handhystoestel of 'n handpomp bedien;

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

(z) bereide, rou, gebleikte of verhitte vrugte of groente in houers of bottels verpak;

(aa) kurke of watte in houerdoppe plaas;

(ab) handvoertuie stoot of trek, of 'n voetgangerbeheerde batterievoertuig bedien;

(ac) vuilgoed, as of afval verwyder;

(ad) platkistsies, kiste of kratte met die hand heelmaak;

(ae) verwerkte of gedeeltelik verwerkte vrugte in suiker rol;

(af) 'n rubberstempel of reeksnommer afdruk waar geen oordeel vereis word nie;

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

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

(ai) sakke, kiste, kartonne of ander houers met die hand sjabloneer of merk (maar nie met die hand adresseer nie) of kiste, kartonne, dromme of ander pakkette van klaar geadresseerde etikette voorsien;

(aj) houers uitpak;

(ak) vrugte of groente met die hand of 'n nie-meganies aangedrewe masjien was, sorteer, afskil, prik, afwerk, in skyfies sny, ontpit, wegsny, ontkern of opsnij;

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

"wet" ook die gemene reg;

"plaaslike owerheid" 'n Administrasieraad ingevolge Wet 45 van 1971 ingestel, afdelingsraad, stadsraad, munisipale raad en enige soortgelyke instelling of liggaam soos deur artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961), beoog;

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

"masjienoppasser" 'n werknemer wat, in verband met die artikels wat deur 'n outomatiese masjien gemaak word, een of ander bykomstige handeling uitvoer hetsy voordat of nadat sodanige artikels die masjien binnegaan, en "n masjien oppas" het 'n ooreenstemmende betekenis;

"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;

"masjienbediener" 'n werknemer wat—

(a) in die geval van 'n half-outomatiese masjien, die artikel wat verwerk moet word in posisie plaas en die meganiese krag met 'n handhefboom of voetpedaal in werking bring en wat sodanige masjien aan die gang kan sit of dit kan stop;

(c) binding, wiring or strapping boxes or other containers by hand;

(d) carrying, lifting, stacking, moving, loading or unloading;

(e) cleaning or washing by hand premises, plant, fermentation tanks, machinery, tools, utensils, furniture, vehicles, dishes, bottles, filter presses (including the removal and replacement of filter cloths) or other containers or articles;

(f) cracking nuts or kernels by hand;

(g) crowning, corking or placing any other stopper in or on containers by hand or non-power-driven machine;

(h) cutting or slicing partly-processed or processed fruit by hand;

(i) delivering letters, messages or goods on foot or by means of a foot or hand propelled vehicle;

(j) dipping fruit or vegetables, cut or uncut, into liquids;

(k) feeding or taking off from a machine other than a grinding machine or conveyor belt;

(l) feeding materials by hand into or drawing off from process vats, tanks or other vessels;

(m) filling or emptying bags, bottles, casks, tins or other containers by hand;

(n) folding containers or paper;

(o) gardening work;

(p) grinding by hand;

(q) inserting liners, discs, rings or printed matter into lids or tins by hand;

(r) ladling;

(s) lime-washing, colour-washing or disinfecting latrines, out-buildings or similar buildings or structures;

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

(u) making tea or similar beverages or serving tea or similar beverages to employees or his employer or visitors;

(v) oiling or greasing plant, machinery or vehicles, other than motor vehicles;

(w) opening or closing doors or windows or bags, boxes, drums or other packages;

(x) operating a hand hoist or a hand pump;

(y) packing articles of uniform size and number into containers specially designed to contain them;

(z) packing prepared, raw, blanched or heated fruit or vegetables into containers or bottles;

(aa) placing corks or wads in caps;

(ab) pushing or pulling any manually propelled vehicle, or operating a pedestrian controlled battery-driven vehicle;

(ac) removing refuse, ash or scrap;

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

(ae) rolling processed or partly processed fruit in sugar;

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

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

(ah) sieving by hand or feeding or emptying sieving machines;

(ai) stenciling or marking (other than addressing by hand) bags, boxes, cartons or other containers or affixing ready addressed labels to boxes, cartons, drums or other packages;

(aj) unpacking containers;

(ak) washing, sorting, peeling, pricking, trimming, slicing, pitting, paring, coring or cutting fruit or vegetables by hand or non-mechanically powered machine;

"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;

"local authority" means any Administration Board established in terms of Act 45 of 1971, divisional council, city council, municipal council and any similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961);

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

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

"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 operator" means an employee who—

(a) in the case of a semi-automatic machine, places in position the article to be processed and applies the mechanical power by means of a hand lever or foot pedal and who may start and stop such machine;

(b) in die geval van 'n nie-kragaangedrewe masjien, die artikel wat verwerk moet word in posisie plaas en die krag wat nodig is deur middel van 'n handhefboom of 'n voetpedaal verskaf;

en "n masjien bedien" het 'n ooreenstemmende betekenis; "bestuurder" 'n werknemer wat deur sy werkgever belas is met die algemene—

- (a) toesig oor;
- (b) verantwoordelikheid vir; en
- (c) leiding van;

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

"afmeter" 'n werknemer, uitgesonderd 'n werknemer graad IV, wat hoeveelhede bestanddele vir vervaardigingsdoeleindes massameet of afmeet en daarvoor verantwoordelik is;

"bode" 'n werknemer wat boodskappe of briewe of pakette wat nie produkte van die bedryfsinrigting by die uitvoering van bestellings vir aflewering bevat nie, afhaal of aflewer en wat enige skryfwerk in verband met sodanige afhaal of aflewering kan verrig en wat 'n kantoorkram- of afrolmasjien kan bedien;

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

"vogtoetsers" 'n werknemer wat, by die vervaardiging van klaar voorbereide ontbytvoedsel, van tyd tot tyd die voginhoud van produkte wat uit 'n drooginstallasie kom, toets en die uitvloeiempo uit sodanige installasie reguleer ten einde die vereiste voginhoud te verkry;

"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 werktydperk waarvan die grootste deel tussen 20h00 en 06h00 val;

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

"toesighoudende oondoppasser" 'n werknemer wat, by die maak van klaar voorbereide ontbytvoedsel, die werk verrig en in beheer is van die maak van vlokke en verantwoordelik is vir die regte dikte, mate van braai en kleur van die vlokke;

"oortyd" daardie gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgever werk en wat langer is as die onderskeie gewone werkeure by klousule 5 (1), (2) of (4) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk waarin 'n werknemer—

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

(b) wie se gewone werkeure by klousule 5 (2) voorgeskryf word gedurende sy vry periode by klousule 5 (3) (a) voorgeskryf vir sy werkgever 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 gegrond word op die hoeveelheid werk wat verrig is;

"oppasser van beskermende klere" 'n werknemer wat oorpakke, voorskote, handskoene, oorskoene, reënjaste of ander beskermende klere uitreik en die gebruik daarvan kontroleer, wat toesig kan hou oor die was, stryk en heelmaak van oorpakke en wat in beheer van die kleedkamer kan wees;

"gekwalifiseerd", met betrekking tot 'n werknemer, dat die ondervinding van 'n werknemer in sy klas hom geregtig maak op die hoogste loonskaal wat vir dié klas voorgeskryf word; en, omgekeerd, beteken "ongekwalifiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loonskaal geregtig maak nie;

"ontvangsklerk" 'n werknemer wat daarvoor verantwoordelik is om vrugte of groente te ontvang, te massameet, te gradeer en die prys daarvan vas te stel;

"oppasser van retortdrukkoker" 'n werknemer wat in beheer is van een of meer retorte en wat verantwoordelik kan wees vir die drukking, temperatuur, kook en kooktyd van die produkte wat ingemaak moet word;

"trommelfilterbediener" 'n werknemer wat onder algemene toesig 'n trommelfilter bedien en verantwoordelik is vir die skoonmaak daarvan;

(b) in the case of a non-mechanically powered machine places in position the article to be processed and applies the power required by means of a hand lever or foot pedal;

and "operating a machine" has a corresponding meaning;

"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;

"measurer" means an employee, other than a grade IV employee, who is responsible for and engaged in mass-measuring or measuring quantities of ingredients for manufacturing purposes;

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

"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;

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

"motor vehicle" means any power-driven vehicle used for conveying goods, other than travellers' 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;

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

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

"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, which is in excess of the respective ordinary hours of work prescribed for such employee in clause 5 (1), (2) or (4), but does not include any period during which an employee—

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

(b) whose ordinary hours of work are prescribed in clause 5 (2), works for his employer during his free period prescribed in clause 5 (3) (a);

"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 or output of work done;

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

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

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

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

"rotary filter operator" means an employee who, under general supervision, is engaged in operating a rotary filter and is responsible for the cleaning thereof;

"afskeieroppasser" 'n werknemer wat onder algemene toesig 'n afrooninstallasie bedien en verantwoordelik is vir die skoonmaak daarvan;

"senior bestuurs- of administratiewe werknemer" 'n werknemer, wat in opdrag van sy werkgever werk verrig wat verantwoordelikheid meebring vir die neem van besluite van 'n administratiewe aard by die uitvoering van die werksaamhede van 'n bedryfsinrigting;

"skofman" 'n werknemer wat in beheer is van die hele droogmasjieninstallasie en van die werknemers wat in verband met sodanige installasie in diens is en wat daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse uitvoer;

"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 spoorwegtrekke, wisselvalligheid van die weer, 'n onklaarmaking van masjinerie of installasie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word;

"kleinhouerhandetiketteerder" 'n werknemer wat etikette van volle grootte met die hand aanbring op houers met 'n inhoudsmaat van hoogstens 1 kg maar nie die regskeer van etikette wat deur 'n masjien verkeerd aangebring is of die vervanging van beskadigde etikette nie;

"sopkoker" 'n werknemer wat sop vir eetlokaaldoeleindes kook en daarvoor verantwoordelik is;

"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;

"stroopmaker" 'n werknemer wat stroop tot 'n voorgeskrewe digtheid kook of opbou;

"toesighouer" 'n werknemer, uitgesonderd 'n voorman, assistent-voorman, of voorvrou, wat toesig hou oor 'n groep of afdeling werknemers graad I, graad II, graad III of graad IV of onderbase of fabrieksklerke en wat oor arbeiders toesig kan hou;

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

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

"handelsreisiger" 'n werknemer wat as reisende verteenwoordiger van 'n bedryfsinrigting namens so 'n inrigting bestellings soek, 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 kan dryf wat die handelsreisiger by die uitvoering van sy werk gebruik;

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

(ii) die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;

(iii) dit in die geval van 'n diensdrywer nie betalings insluit wat ten opsigte van sy werk as sodanig verskuldig is nie;

"wag" 'n werknemer wat 'n perseel of eiendom bewaak.

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

3. BESOLDIGING

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

"separator plant attendant" means an employee who, under general supervision, is engaged in operating a separator plant and is responsible for the cleaning thereof;

"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;

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

"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 or railway trucks, vagaries of the weather, 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 full size 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;

"soup cooker" means an employee who is responsible for and engaged in cooking soup for canteen purposes;

"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;

"syrupmaker" means an employee who is engaged in boiling or building up syrup to a prescribed density;

"supervisor" means an employee, other than a foreman, assistant foreman or forewoman, who supervises a group or section of Grade I, Grade II, Grade III or Grade IV employees or chargehands or factory clerks and who may supervise labourers;

"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-wheeled 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 so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received if he had not been employed on such a basis;

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

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

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

3. REMUNERATION

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

(a) *Werknemers uitgesonderd los werknemers.*

	In die landdrosdistrikte Bellville, Goodwood, Simonstad, Die Kaap en Wynberg		In die landdrosdistrikte Alberton, Benoni, Boks- burg, Brakpan, Durban, Germiston, Inanda, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pinetown, Port Elizabeth, Pretoria, Randburg, Rand- fontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom		In die landdrosdistrikte Bloemfontein, Oos-Londen, Kimberley, Pietermaritz- burg en Welkom		In die landdrosdistrikte Klerksdorp, Kuilsrivier, Odendaalsrus, Paarl, Somerset-Wes, Stellen- bosch, Strand, Virginia, 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	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Ambagsman.....	74,00	77,00	73,00	76,00	72,00	75,00	71,00	74,00	70,00	73,00
Assistent-voorman.....	63,00	66,00	62,00	65,00	61,00	64,00	60,00	63,00	59,00	62,00
Bakker, ongekwalifiseerd—										
gedurende die eerste jaar ondervinding.....	32,00	34,00	31,00	33,00	30,00	32,00	29,00	31,00	28,00	30,00
gedurende die tweede jaar ondervinding.....	41,00	43,00	40,00	42,00	39,00	41,00	38,00	40,00	37,00	39,00
gedurende die derde jaar ondervinding.....	49,00	51,00	48,00	50,00	47,00	49,00	46,00	48,00	45,00	47,00
Gekwalifiseerd.....	57,00	59,00	56,00	58,00	55,00	57,00	54,00	56,00	53,00	55,00
Ketelbediener.....	25,75	28,25	24,00	26,50	22,10	24,40	20,00	21,50	16,50	18,00
Koper.....	70,00	73,00	69,00	72,00	68,00	70,00	67,00	69,00	66,00	68,00
Onderbaas.....	25,75	28,25	24,00	26,50	22,10	24,40	20,00	21,50	16,50	18,00
Chauffeur.....	28,60	31,50	27,60	30,50	26,60	29,50	25,60	28,25	20,50	22,75
Chemitegnikus, ongekwalifiseerd—										
gedurende die eerste jaar ondervinding.....	31,50	34,00	30,50	33,00	29,50	32,00	28,50	31,00	28,00	30,00
gedurende die tweede jaar ondervinding.....	37,50	40,00	36,50	39,00	35,50	38,00	34,50	37,00	34,00	36,00
gedurende die derde jaar ondervinding.....	43,50	46,00	42,50	45,00	41,50	44,00	40,50	43,00	40,00	42,00
gedurende die vierde jaar ondervinding.....	49,50	52,00	48,50	51,00	47,50	50,00	46,50	49,00	46,00	48,00
gedurende die vyfde jaar ondervinding.....	55,50	58,00	54,50	57,00	53,50	56,00	52,50	55,00	52,00	54,00
Gekwalifiseerd.....	61,50	64,00	60,50	63,00	59,50	62,00	58,50	61,00	58,00	60,00
Klerk, vrou, ongekwalifiseerd—										
gedurende die eerste jaar ondervinding.....	27,69	28,85	26,77	27,92	25,85	27,00	24,92	26,08	24,00	25,15
gedurende die tweede jaar ondervinding.....	31,85	33,00	30,92	32,08	30,00	31,15	29,08	30,23	28,15	29,31
gedurende die derde jaar ondervinding.....	36,00	37,15	35,08	36,23	34,15	35,31	33,23	34,38	32,31	33,46
gedurende die vierde jaar ondervinding.....	40,15	41,31	39,23	40,38	38,31	39,46	37,38	38,54	36,46	37,62
Gekwalifiseerd.....	44,31	45,46	43,38	44,54	42,46	43,62	41,54	42,69	40,62	41,77
Klerk, man, ongekwalifiseerd—										
gedurende die eerste jaar ondervinding.....	29,77	32,08	28,85	31,15	27,69	30,00	26,54	28,85	25,38	27,69
gedurende die tweede jaar ondervinding.....	35,31	37,62	34,38	36,69	33,23	35,54	32,08	34,38	30,92	33,23
gedurende die derde jaar ondervinding.....	40,85	43,15	39,92	42,23	38,77	41,08	37,62	39,92	36,46	38,77
gedurende die vierde jaar ondervinding.....	46,38	48,69	45,46	47,77	44,31	46,62	43,15	45,46	42,00	44,31
gedurende die vyfde jaar ondervinding.....	51,92	54,23	51,00	53,31	49,85	52,15	48,69	51,00	47,54	49,85
Gekwalifiseerd.....	57,46	59,77	56,54	58,85	55,38	57,69	54,23	56,54	53,08	55,38

	In die landdrosdistrikte Bellville, Goodwood, Simonstad, Die Kaap en Wynberg		In die landdrosdistrikte Alberton, Benoni, Boks- burg, Brakpan, Durban, Germiston, Inanda, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pinetown, Port Elizabeth, Pretoria, Randburg, Rand- fontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom		In die landdrosdistrikte Bloemfontein, Oos-Londen, Kimberley, Pietermaritz- burg en Welkom		In die landdrosdistrikte Klerksdorp, Kuilsrivier, Odendaalsrus, Paarl, Somerset-Wes, Stellen- bosch, Strand, Virginia, 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	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Kruiemaker, ongekwalifiseerd—										
gedurende die eerste ses maande ondervinding.....	32,00	34,00	31,00	33,00	30,00	32,00	29,00	31,00	28,00	30,00
gedurende die tweede ses maande ondervinding.....	34,50	36,50	33,50	35,50	32,50	34,50	31,50	33,50	30,50	32,50
gedurende die derde ses maande ondervinding.....	37,00	39,00	36,00	38,00	35,00	37,00	34,00	36,00	33,00	35,00
gedurende die vierde ses maande ondervinding.....	39,50	41,50	38,50	40,50	37,50	39,50	36,50	38,50	35,50	37,50
Gekwalifiseerd.....	42,00	44,00	41,00	43,00	40,00	42,00	39,00	41,00	38,00	40,00
Drywer van 'n motorvoertuig waarvan die onbelaste massa saam met die onbelaste massa van enige sleep- wa of sleepwaens wat deur sodanige voertuig getrek word—										
(i) hoogstens 450 kg is.....	25,90	28,40	24,90	27,40	23,90	26,40	23,00	25,00	18,50	20,00
(ii) meer as 450 kg maar hoogstens 2 700 kg is....	31,60	34,60	30,60	33,60	29,60	32,60	29,00	31,00	24,00	25,50
(iii) meer as 2 700 kg maar hoogstens 4 500 kg is..	37,30	40,50	36,30	39,50	35,30	38,50	34,50	37,50	29,50	31,00
(iv) meer as 4 500 kg is.....	43,00	47,00	42,00	46,00	41,00	45,00	40,00	44,00	35,00	36,50
Drywer-verkoper.....	44,00	48,00	43,00	47,00	42,00	46,00	41,00	45,00	36,00	37,50
Fabrieksklerk, ongekwalifiseerd—										
gedurende die eerste ses maande ondervinding.....	26,25	28,75	24,50	27,00	22,50	25,00	22,00	23,60	21,00	22,50
gedurende die tweede ses maande ondervinding.....	28,50	31,00	26,50	29,00	24,50	27,00	24,00	25,60	22,90	24,40
Gekwalifiseerd.....	30,75	33,25	28,50	31,00	26,50	29,00	26,00	27,60	24,80	26,30
Fabrieksvragwagdrywer, ongekwalifiseerd—										
gedurende die eerste drie maande ondervinding.....	25,00	27,00	24,00	26,00	23,50	25,00	22,50	24,00	21,50	23,00
Gekwalifiseerd.....	29,00	31,00	28,00	30,00	27,00	29,00	26,00	27,50	25,00	26,50
Eerstehulpbediener.....	36,00	39,60	35,00	38,60	34,00	37,60	33,00	36,60	32,00	35,60
Koskoker, ongekwalifiseerd—										
gedurende die eerste ses maande ondervinding.....	32,00	34,00	31,00	33,00	30,00	32,00	29,00	31,00	28,00	30,00
gedurende die tweede ses maande ondervinding.....	34,50	36,50	33,50	35,50	32,50	34,50	31,50	33,50	30,50	32,50
gedurende die derde ses maande ondervinding.....	37,00	39,00	36,00	38,00	35,00	37,00	34,00	36,00	33,00	35,00
gedurende die vierde ses maande ondervinding.....	39,50	41,50	38,50	40,50	37,50	39,50	36,50	38,50	35,50	37,50
Gekwalifiseerd.....	42,00	44,00	41,00	43,00	40,00	42,00	39,00	41,00	38,00	40,00
Voorman.....	77,00	80,00	76,00	79,00	75,00	78,00	74,00	77,00	73,00	76,00
Voorvrou.....	47,00	49,00	46,00	48,00	45,00	47,00	44,00	46,00	43,00	45,00
Werknemer graad I, ongekwalifiseerd—										
gedurende die eerste drie maande ondervinding.....	28,50	31,00	26,75	29,25	24,50	27,00	22,80	24,30	19,80	21,30
gedurende die tweede drie maande ondervinding.....	29,50	32,00	27,75	30,25	25,50	28,00	23,70	25,20	20,70	22,20
gedurende die derde drie maande ondervinding.....	30,50	33,00	28,75	31,25	26,50	29,00	24,60	26,10	21,60	23,10
Gekwalifiseerd.....	31,50	34,00	29,75	32,25	27,50	30,00	25,50	27,00	22,50	24,00

	In die landdrosdistrikte Bellville, Goodwood, Simonstad, Die Kaap en Wynberg		In die landdrosdistrikte Alberton, Benoni, Boks- burg, Brakpan, Durban, Germiston, Inanda, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pinetown, Port Elizabeth, Pretoria, Randburg, Rand- fontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom		In die landdrosdistrikte Bloemfontein, Oos-Londen, Kimberley, Pietermaritz- burg en Welkom		In die landdrosdistrikte Klerksdorp, Kuilsrivier, Odendaalsrus, Paarl, Somerset-Wes, Stellen- bosch, Strand, Virginia, 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	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Werknemer graad II, ongekwalifiseerd—										
gedurende die eerste drie maande ondervinding.....	26,50	29,00	24,75	27,25	22,50	25,00	20,80	22,30	18,00	19,50
gedurende die tweede drie maande ondervinding.....	27,50	30,00	25,75	28,25	23,50	26,00	21,80	23,30	18,90	20,40
Gekwalifiseerd.....	28,50	31,00	26,75	29,25	24,50	27,00	22,80	24,30	19,80	21,30
Werknemer graad III.....	26,50	29,00	24,75	27,25	22,50	25,00	20,50	22,30	17,90	19,50
Werknemer graad IV—										
vrou.....	19,60	21,60	18,40	20,30	16,80	18,65	15,20	16,40	13,00	13,85
man.....	24,50	27,00	23,00	25,40	21,00	23,30	19,00	20,50	16,20	17,30
Faktotum.....	34,50	37,50	32,25	35,25	30,00	32,50	29,00	31,00	28,50	30,25
Arbeider—										
vrou.....	18,00	20,00	16,80	18,80	15,30	17,30	13,70	15,20	11,30	12,80
man.....	23,00	25,00	21,50	23,50	19,60	21,60	17,50	19,00	14,50	16,00
Macaronimaker, ongekwalifiseerd—										
gedurende die eerste jaar ondervinding.....	32,00	34,00	31,00	33,00	30,00	32,00	29,00	31,00	28,00	30,00
gedurende die tweede jaar ondervinding.....	41,00	43,00	40,00	42,00	39,00	41,00	38,00	40,00	37,00	39,00
gedurende die derde jaar ondervinding.....	49,00	51,00	48,00	50,00	47,00	49,00	46,00	48,00	45,00	47,00
Gekwalifiseerd.....	57,00	59,00	56,00	58,00	55,00	57,00	54,00	56,00	53,00	55,00
Masjienfaktotum.....	42,00	44,00	41,00	43,00	40,00	42,00	39,00	41,00	38,00	40,00
Bediener van 'n mobiele hystoestel, ongekwalifiseerd—										
gedurende die eerste ses maande ondervinding.....	25,75	28,25	24,00	26,50	22,10	24,40	20,00	21,80	16,50	18,00
Gekwalifiseerd.....	28,50	31,00	26,75	29,25	24,50	27,00	22,80	24,30	19,80	21,30
Deeltydse drywer van 'n motorvoertuig.....	28,60	31,50	27,60	30,50	26,60	29,50	25,60	28,25	20,50	22,75
Versorger van beskermende klere.....	25,75	28,25	24,00	26,50	22,10	24,40	20,00	21,50	16,50	18,00
Skofman.....	49,00	51,00	48,00	50,00	47,00	49,00	46,00	48,00	45,00	47,00
Toesighouer.....	34,00	37,50	33,00	36,50	32,00	35,50	31,00	34,50	30,00	33,50
Handelsreisiger, ongekwalifiseerd—										
gedurende die eerste jaar ondervinding.....	53,31	56,77	53,31	56,77	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	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	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	69,23	72,69	69,23	72,69
Gekwalifiseerd.....	74,54	78,00	74,54	78,00	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	28,60	31,50	28,60	31,50
Wag.....	25,75	28,25	24,00	26,50	22,10	24,40	20,00	21,50	16,50	18,00
Werknemer nie elders in hierdie subklousule uitdruklik gemeld nie.....	25,75	28,25	24,00	26,50	22,10	24,40	20,00	21,50	16,50	18,00

(a) Employees other than casual employees.

	In the Magisterial Districts of Bellville, Goodwood, Simonstown, The Cape and Wynberg		In the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Inanda, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom		In the Magisterial Districts of Bloemfontein, East London, Kimberley, Pietermaritzburg and Welkom		In the Magisterial Districts of Klerksdorp, Kuils River, Odendaarsrus, Paarl, Somerset West, Stellenbosch, Strand, Virginia, 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	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Artisan.....	74,00	77,00	73,00	76,00	72,00	75,00	71,00	74,00	70,00	73,00
Assistant foreman.....	63,00	66,00	62,00	65,00	61,00	64,00	60,00	63,00	59,00	62,00
Baker, unqualified—										
during the first year of experience.....	32,00	34,00	31,00	33,00	30,00	32,00	29,00	31,00	28,00	30,00
during the second year of experience.....	41,00	43,00	40,00	42,00	39,00	41,00	38,00	40,00	37,00	39,00
during the third year of experience.....	49,00	51,00	48,00	50,00	47,00	49,00	46,00	48,00	45,00	47,00
Qualified.....	57,00	59,00	56,00	58,00	55,00	57,00	54,00	56,00	53,00	55,00
Boiler attendant.....	25,75	28,25	24,00	26,50	22,10	24,40	20,00	21,50	16,50	18,00
Buyer.....	70,00	73,00	69,00	72,00	68,00	70,00	67,00	69,00	66,00	68,00
Chargehand.....	25,75	28,25	24,00	26,50	22,10	24,40	20,00	21,50	16,50	18,00
Chauffeur.....	28,60	31,50	27,60	30,50	26,60	29,50	25,60	28,25	20,50	22,75
Chemical technician, unqualified—										
during the first year of experience.....	31,50	34,00	30,50	33,00	29,50	32,00	28,50	31,00	28,00	30,00
during the second year of experience.....	37,50	40,00	36,50	39,00	35,50	38,00	34,50	37,00	34,00	36,00
during the third year of experience.....	43,50	46,00	42,50	45,00	41,50	44,00	40,50	43,00	40,00	42,00
during the fourth year of experience.....	49,50	52,00	48,50	51,00	47,50	50,00	46,50	49,00	46,00	48,00
during the fifth year of experience.....	55,50	58,00	54,50	57,00	53,50	56,00	52,50	55,00	52,00	54,00
Qualified.....	61,50	64,00	60,50	63,00	59,50	62,00	58,50	61,00	58,00	60,00
Clerk, female, unqualified—										
during the first year of experience.....	27,69	28,85	26,77	27,92	25,85	27,00	24,92	26,08	24,00	25,15
during the second year of experience.....	31,85	33,00	30,92	32,08	30,00	31,15	29,08	30,23	28,15	29,31
during the third year of experience.....	36,00	37,15	35,08	36,23	34,15	35,31	33,23	34,38	32,31	33,46
during the fourth year of experience.....	40,15	41,31	39,23	40,38	38,31	39,46	37,38	38,54	36,46	37,62
Qualified.....	44,31	45,46	43,38	44,54	42,46	43,62	41,54	42,69	40,62	41,77
Clerk, male, unqualified—										
during the first year of experience.....	29,77	32,08	28,85	31,15	27,69	30,00	26,54	28,85	25,38	27,69
during the second year of experience.....	35,31	37,62	34,38	36,69	33,23	35,54	32,08	34,38	30,92	33,23
during the third year of experience.....	40,85	43,15	39,92	42,23	38,77	41,08	37,62	39,92	36,46	38,77
during the fourth year of experience.....	46,38	48,69	45,46	47,77	44,31	46,62	43,15	45,46	42,00	44,31
during the fifth year of experience.....	51,92	54,23	51,00	53,31	49,85	52,15	48,69	51,00	47,54	49,85
Qualified.....	57,46	59,77	56,54	58,85	55,38	57,69	54,23	56,54	53,08	55,38

	In the Magisterial Districts of Bellville, Goodwood, Simonstown, The Cape and Wynberg		In the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Inanda, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom		In the Magisterial Districts of Bloemfontein, East London, Kimberley, Pietermaritzburg and Welkom		In the Magisterial Districts of Klerksdorp, Kuils River, Odendaalsrus, Paarl, Somerset West, Stellenbosch, Strand, Virginia, 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	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Condiment maker, unqualified—										
during the first six months of experience.....	32,00	34,00	31,00	33,00	30,00	32,00	29,00	31,00	28,00	30,00
during the second six months of experience.....	34,50	36,50	33,50	35,50	32,50	34,50	31,50	33,50	30,50	32,50
during the third six months of experience.....	37,00	39,00	36,00	38,00	35,00	37,00	34,00	36,00	33,00	35,00
during the fourth six months of experience.....	39,50	41,50	38,50	40,50	37,50	39,50	36,50	38,50	35,50	37,50
Qualified.....	42,00	44,00	41,00	43,00	40,00	42,00	39,00	41,00	38,00	40,00
Driver of a motor vehicle, the unladen mass of which together with the unladen mass of any trailer or trailers drawn by such vehicle—										
(i) does not exceed 450 kg.....	25,90	28,40	24,90	27,40	23,90	26,40	23,00	25,00	18,50	20,00
(ii) exceeds 450 kg but not 2 700 kg.....	31,60	34,60	30,60	33,60	29,60	32,60	29,00	31,00	24,00	25,50
(iii) exceeds 2 700 kg but not 4 500 kg.....	37,30	40,50	36,30	39,50	35,30	38,50	34,50	37,50	29,50	31,00
(iv) exceeds 4 500 kg.....	43,00	47,00	42,00	46,00	41,00	45,00	40,00	44,00	35,00	36,50
Driver-salesman.....	44,00	48,00	43,00	47,00	42,00	46,00	41,00	45,00	36,00	37,50
Factory clerk, unqualified—										
during the first six months of experience.....	26,25	28,75	24,50	27,00	22,50	25,00	22,00	23,60	21,00	22,50
during the second six months of experience.....	28,50	31,00	26,50	29,00	24,50	27,00	24,00	25,60	22,90	24,40
Qualified.....	30,75	33,25	28,50	31,00	26,50	29,00	26,00	27,60	24,80	26,30
Factory truck driver, unqualified—										
during the first three months of experience.....	25,00	27,00	24,00	26,00	23,50	25,00	22,50	24,00	21,50	23,00
Qualified.....	29,00	31,00	28,00	30,00	27,00	29,00	26,00	27,50	25,00	26,50
First-aid attendant.....	36,00	39,60	35,00	38,60	34,00	37,60	33,00	36,60	32,00	35,60
Food boiler, unqualified—										
during the first six months of experience.....	32,00	34,00	31,00	33,00	30,00	32,00	29,00	31,00	28,00	30,00
during the second six months of experience.....	34,50	36,50	33,50	35,50	32,50	34,50	31,50	33,50	30,50	32,50
during the third six months of experience.....	37,00	39,00	36,00	38,00	35,00	37,00	34,00	36,00	33,00	35,00
during the fourth six months of experience.....	39,50	41,50	38,50	40,50	37,50	39,50	36,50	38,50	35,50	37,50
Qualified.....	42,00	44,00	41,00	43,00	40,00	42,00	39,00	41,00	38,00	40,00
Foreman.....	77,00	80,00	76,00	79,00	75,00	78,00	74,00	77,00	73,00	76,00
Forewoman.....	47,00	49,00	46,00	48,00	45,00	47,00	44,00	46,00	43,00	45,00
Grade I employee, unqualified—										
during the first three months of experience.....	28,50	31,00	26,75	29,25	24,50	27,00	22,80	24,30	19,80	21,30
during the second three months of experience.....	29,50	32,00	27,75	30,25	25,50	28,00	23,70	25,20	20,70	22,20
during the third three months of experience.....	30,50	33,00	28,75	31,25	26,50	29,00	24,60	26,10	21,60	23,10
Qualified.....	31,50	34,00	29,75	32,25	27,50	30,00	25,50	27,00	22,50	24,00

	In the Magisterial Districts of Bellville, Goodwood, Simonstown, The Cape and Wynberg		In the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Inanda, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom		In the Magisterial Districts of Bloemfontein, East London, Kimberley, Pietermaritzburg and Welkom		In the Magisterial Districts of Klerksdorp, Kuils River, Odendaalsrus, Paarl, Somerset West, Stellenbosch, Strand, Virginia, 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	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Grade II employee, unqualified—										
during the first three months of experience.....	26,50	29,00	24,75	27,25	22,50	25,00	20,80	22,30	18,00	19,50
during the second three months of experience.....	27,50	30,00	25,75	28,25	23,50	26,00	21,80	23,30	18,90	20,40
Qualified.....	28,50	31,00	26,75	29,25	24,50	27,00	22,80	24,30	19,80	21,30
Grade III employee.....	26,50	29,00	24,75	27,25	22,50	25,00	20,50	22,30	17,90	19,50
Grade IV employee—										
female.....	19,60	21,60	18,40	20,30	16,80	18,65	15,20	16,40	13,00	13,85
male.....	24,50	27,00	23,00	25,40	21,00	23,30	19,00	20,50	16,20	17,30
Handyman.....	34,50	37,50	32,25	35,25	30,00	32,50	29,00	31,00	28,50	30,25
Labourer—										
female.....	18,00	20,00	16,80	18,80	15,30	17,30	13,70	15,20	11,30	12,80
male.....	23,00	25,00	21,50	23,50	19,60	21,60	17,50	19,00	14,50	16,00
Macaroni maker, unqualified—										
during the first year of experience.....	32,00	34,00	31,00	33,00	30,00	32,00	29,00	31,00	28,00	30,00
during the second year of experience.....	41,00	43,00	40,00	42,00	39,00	41,00	38,00	40,00	37,00	39,00
during the third year of experience.....	49,00	51,00	48,00	50,00	47,00	49,00	46,00	48,00	45,00	47,00
Qualified.....	57,00	59,00	56,00	58,00	55,00	57,00	54,00	56,00	53,00	55,00
Machine handyman.....	42,00	44,00	41,00	43,00	40,00	42,00	39,00	41,00	38,00	40,00
Mobile hoist operator, unqualified—										
during the first six months of experience.....	25,75	28,25	24,00	26,50	22,10	24,40	20,00	21,80	16,50	18,00
Qualified.....	28,50	31,00	26,75	29,25	24,50	27,00	22,80	24,30	19,80	21,30
Part-time driver of a motor vehicle.....	28,60	31,50	27,60	30,50	26,60	29,50	25,60	28,25	20,50	22,75
Protective clothing attendant.....	25,75	28,25	24,00	26,50	22,10	24,40	20,00	21,50	16,50	18,00
Shiftsman.....	49,00	51,00	48,00	50,00	47,00	49,00	46,00	48,00	45,00	47,00
Supervisor.....	34,00	37,50	33,00	36,50	32,00	35,50	31,00	34,50	30,00	33,50
Traveller, unqualified—										
during the first year of experience.....	53,31	56,77	53,31	56,77	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	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	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	69,23	72,69	69,23	72,69
Qualified.....	74,54	78,00	74,54	78,00	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	28,60	31,50	28,60	31,50
Watchman.....	25,75	28,25	24,00	26,50	22,10	24,40	20,00	21,50	16,50	18,00
Employee not specifically mentioned in this subclause...	25,75	28,25	24,00	26,50	22,10	24,40	20,00	21,50	16,50	18,00

(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 vir dié dag met hoogstens 50 persent verminder kan word.

(c) *Diensdrywer*.—'n Diensdrywer moet, benewens enige ander besoldiging aan hom verskuldig, betaal word teen 'n tarief van minstens 65c vir elke uur of deel van 'n uur waarin hy as diensdrywer diens verrig, behoudens 'n minimum van minstens R1,30 op enige dag waarop hy as diensdrywer diens doen.

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

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

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

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

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

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

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

Met dien verstande dat—

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

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

(4) *Loonberekening*.—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat vir so 'n werknemer in enige week voorgeskryf is.

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

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

(ii) ses, in die geval van enige ander werknemer.

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

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

(a) 'n koper of 'n handelsreisiger wat van sy werkgever se motorvoertuig gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgever hom vergoed vir alle redelike uitgawes wat hy 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) *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 employees 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 that day.

(c) *Duty driver*.—A duty driver shall, in addition to any other remuneration due to him, be paid at a rate of not less than 65c for each hour or part of an hour spent in driving as a duty driver subject to a minimum of not less than R1,30 on any day on which duty driving is done by him.

(2) *Basis of contract*.—For the purposes of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with subclause (3), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 5 or less.

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

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

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

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

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

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

Provided that—

(i) this subclause shall not apply where the difference between classes in terms of subclause (1) is based on 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 buyer or 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) 'n koper of 'n handelsreisiger van wie vereis word om 'n motorvoertuig vir die uitvoering van sy pligte te verskaf moet sy werkgever hom vir elke kilometer wat hy by die uitvoering van sy pligte afgeleë het, 'n vervoertoelae betaal van minstens—

Sent

- (i) waar die enjinkapasiteit van die voertuig waarmee die werknemer aldus gereis het hoogstens 1 300 cm³ is. 10
- (ii) waar die enjinkapasiteit van sodanige voertuig meer as 1 300 cm³ maar hoogstens 2 500 cm³ is. 12
- (iii) waar die enjinkapasiteit van sodanige voertuig meer as 2 500 cm³ is. 14

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

(a) 'n koper of 'n handelsreisiger wat op enige reis wat hy by die uitvoering van sy pligte onderneem, vir 'n langer tydperk as ses agtereenvolgende ure van sy woonplek en sy werkgever se bedryfsinrigting afwesig is—

(i) moet sy werkgever hom 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 werkgever 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 vergesel 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 werkgever se bedryfsinrigting afwesig is—

(i) moet sy werkgever 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 werkgever 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.

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

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

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

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

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

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

(8) *Nagskofftoelae.*—(a) 'n Werkgever wat van sy werknemers vereis of hulle toelaat om nagskoff te werk, moet aan so 'n 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 binne sy gewone werkure nagskoff gewerk het.

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

(i) 'n eetlokaalwerknemer, 'n chauffeur, 'n eerstehulp bediener of 'n wag;

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

(iii) 'n werknemer wat gewoonlik 'n loon ontvang van minstens die bedrag in klousule 5 (11) (a) (ii) voorgeskryf.

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

(b) a buyer or 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—

Cents

- (i) where the engine capacity of the vehicle in which the employee so travelled does not exceed 1 300 cm³..... 10
- (ii) where the engine capacity of such vehicle exceeds 1 300 cm³ but not 2 500 cm³..... 12
- (iii) where the engine capacity of such vehicle exceeds 2 500 cm³..... 14

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

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

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

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

(ii) in respect of any claim in terms of subclause (5) (b), the 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 buyer or traveller to comply with such a requirement, such employer shall, before any such journey is undertaken by such buyer or traveller, provide him with a suitable book or forms in or on which to 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 (11) (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 75c per week or, if he is a casual employee, not less than 15c per day.

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 deurlopendeproseswerker of 'n skofwerker op 'n tyd-stip waaroor sodanige werkgewer 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 koevert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

- (a) die werkgewer se naam;
- (b) die werknemer se naam of sy nommer op die betaalstaat en sy beroep;
- (c) die getal gewone werkure wat die werknemer gewerk het;
- (d) die getal ure wat die werknemer oortyd gewerk het;
- (e) die getal ure wat die werknemer op 'n Sondag, 'n openbare vakansiedag in klousule 8 (1) bedoel, of gedurende sy vry periode gewerk het;
- (f) die werknemer se loon;
- (g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (h) besonderhede van enige bedrag wat afgetrek is;
- (i) die werklike bedrag wat aan die werknemer betaal word; en
- (j) die tydperk waarvoor die betaling geskied;

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

- (i) op die skriftelike versoek van die werknemer, die bedrag aan hom verskuldig gestort kan word op sy bouvereniging- of bankrekening deur die werkgewer wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;
 - (ii) voornoemde inligting betreffende tyd gewerk nie verstrekkend hoeft te word aan 'n werknemer wat ingevolge klousule 5 (11) (a) van die werkurebepalings uitgesluit is nie.
- (2) *Los werknemer.*—'n Werkgewer moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal.
- (3) *Premies.*—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgewer betaal of deur hom aangeneem word nie.
- (4) *Koop van goedere.*—'n Werkgewer mag nie van sy werknemer vereis om goedere van hom of van enige winkel, plek of persoon deur hom aangewys, te koop nie.
- (5) *Kos en inwoning.*—Behoudens die Swart (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 ople of enige bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir 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 Swart (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

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 continuous process worker or 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) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (11) (a).

(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 Black (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

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

- (a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to a trade union;
- (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 Black (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) 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 spoorwegtrokke ontstaan, geskied nie tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;

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

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

(i) 'n paaiement op 'n lening wat aan sodanige werknemer toegestaan is vir die verkryging van 'n huis, of

(ii) die huur van 'n huis of huisvesting in 'n tehuis wat sodanige werknemer bewoon indien die huis of tehuis voorsien is deur bemiddeling van sodanige organisasie uitsluitlik of gedeeltelik uit fondse wat vir daardie doel deur die Departement van Gemeenskapsbou, 'n plaaslike owerheid of 'n bougenootskap voorgeskiet is.

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

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

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

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

(ii) behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op engeen van die ander dae tot agt en 'n half verleng kan word;

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

(i) 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 Werkgever mag nie van 'n deurlopendeproseswerker vereis of hom toelaat om—

(a) meer gewone werkure te werk nie as—

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

(ii) agt in enige skof;

(b) meer as ses skofte in enige week te werk nie: Met dien verstande dat—

(i) alle skofte wat gewerk word normaalweg deur minstens agt ure onderbreek word;

(ii) 'n werkgever van sy deurlopendeproseswerker kan vereis of hom toelaat om sewe skofte in enige week gedurende enige tydperk van drie agtereenvolgende weke te werk; en

(iii) die gewone werkure van 'n deurlopendeproseswerker hoogstens 144 in enige sodanige tydperk van drie agtereenvolgende weke mag wees.

(3) (a) 'n Werkgever moet aan elkeen van sy deurlopendeproseswerkers een vry periode van minstens 24 agtereenvolgende ure in elke week toestaan, maar as 'n werkgever van so 'n werknemer vereis of hom toelaat om gedurende sy vry periode te werk, maak die ure wat gewerk word nie deel uit van die gewone werkure in subklousule (2) voorgeskryf nie.

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

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

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

(iii) no deduction shall be made in the case of short-time owing to a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, 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 organisation in respect of—

(i) any instalment on a loan granted to such employee for the acquisition of a house; or

(ii) the rent of any house or accommodation in any hostel occupied by such employee if such house or hostel was provided through the agency of such organisation wholly or partly with funds advanced for that purpose by the Department of Community Development, a local authority or a building society.

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 continuous process worker or a casual employee, to work more ordinary hours of work than—

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

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

(ii) subject to subparagraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and one half;

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

(i) 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 continuous process worker to work—

(a) more ordinary hours of work than—

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

(ii) eight on any shift;

(b) more than six shifts in any week: Provided that—

(i) all shifts worked shall normally be interrupted by not less than eight hours;

(ii) an employer may require or permit his continuous process worker to work not more than seven shifts in any one week during any period of three consecutive weeks; and

(iii) the ordinary hours of work of a continuous process worker shall not exceed 144 hours in any such period of three consecutive weeks.

(3) (a) An employer shall grant to each of his continuous process workers one free period of not less than 24 consecutive hours in every week, but if an employer requires or permits such an employee to work during his free period, the hours worked shall not form part of the ordinary hours of work prescribed in subclause (2).

(b) Elke werkgewer wat deurlopendeproseswerkers in sy diens het, moet voor die aanvang van elke skofsiklus, op 'n ooglopende plek op sy perseel wat hy moet bepaal, 'n kennisgewing of diensrooster prominent vertoon wat die skofte aandui wat elke sodanige werker gedurende die volgende skofsiklus moet werk en die vry periodes van elke sodanige werker. Die werkgewer moet dié kennisgewing of diensrooster vir 'n tydperk van drie jaar ná die datum daarvan bewaar. As daar geen sodanige kennisgewing of diensrooster vertoon word nie moet die vry periode van elke sodanige werker geag word om 24h00 op Saterdag te begin.

(4) '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.

(5) *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 Mannekragbenutting, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

(ii) werktydperke wat onderbreek word deur pouses van minder as een uur, 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 tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;

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

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

(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 deurlopendeproseswerker toegestaan hoef te word gedurende sy gewone werkure op enige skof nie indien aan hom gedurende sodanige ure die geleentheid verskaf word om 'n ete te nuttig terwyl hy op sy pos bly, tensy dit verbied word ooreenkomstig 'n kennisgewing wat ingevolge artikel 27 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gepubliseer is.

(6) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke eerste en elke tweede werktydperk van die dag aan elkeen van sy werknemers, uitgesonderd 'n deurlopendeproseswerker of skofwerker, 'n ruspouse van minstens 10 minute toestaan waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en daar word geag dat so 'n pouse deel van die gewone werkure van so 'n werknemer uitmaak.

(7) *Werkure moet agtereenvolgend wees.*—Behoudens subklousule (5), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

(8) *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.

(9) *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 só dat die oortyd werk hoogstens 10 uur in enige week is;

(b) Every employer who employs continuous process workers shall, prior to the commencement of each shift cycle, display prominently in a conspicuous place upon his premises to be determined by him, a notice or time-table indicating the shifts which each such worker will be required to work during the ensuing shift cycle and the free periods of each such worker.

The employer shall retain such notice or time-table for a period of three years subsequent to the date thereof. If no such notice or time-table is displayed the free period of each such worker shall be deemed to commence at midnight on Saturday.

(4) 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.

(5) *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 Manpower Utilization, 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 be reason of overtime work an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;

(vi) a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this sub-clause not to have worked during such interval;

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

(viii) such interval need not be granted to a continuous process 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.

(6) *Rest intervals.*—An employer shall grant to each of his employees, other than a continuous process worker or a shift worker, a rest interval of not less than 10 minutes as nearly as practicable in the middle of each first work period and second work period of the day, and during such interval 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.

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

(8) *Limitation of overtime.*—An employer shall not require or permit any 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.

(9) *Female employees.*—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work—

(a) between 18h00 and 06h00;

(b) after 13h00 on more than five days a week;

(c) overtime for more than two hours on any day; except that an employee who works a five-day week may work up to four hours overtime on a Saturday, but so that 10 hours are not exceeded in any week;

- (d) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;
- (e) op meer as 60 dae in 'n jaar oortyd te werk nie;
- (f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd te werk nie, tensy hy—
- (i) sodanige werknemer voor die middag kennis daarvan gegee het; of
- (ii) sodanige werknemer van 'n toereikende ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of
- (iii) sodanige werknemer minstens 45c betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.
- (10) *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.
- (11) *Voorbehoudsbepalings.*—(a) Subklousules (1) tot en met (10), is nie van toepassing nie op—
- (i) 'n koper, '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 landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria;
- Kaapprovinsie*—die landdrosdistrikte Bellville, Die Kaap, Goodwood, Paarl, Simonstad en Wynberg en die munisipale gebiede Kimberley, Kuilsrivier, Oos-Londen, Port Elizabeth en Uitenhage;
- Natal*—die landdrosdistrikte Durban, Inanda, Pinetown en Pietermaritzburg;
- Oranje-Vrystaat*—die munisipale gebiede Bloemfontein, Sasolburg en Welkom;
- (ab) minstens R550 per maand in die volgende gebiede:
- Transvaal*—die munisipale gebiede Middelburg, Nelspruit, Pietersburg en Witbank;
- Kaapprovinsie*—die landdrosdistrikte George, Knysna, Kuilsrivier (uitgesonderd die munisipale gebied Kuilsrivier), Mosselbaai, Oudtshoorn, Somerset-Wes, Stellenbosch, Strand, Vredenburg, Wellington en Worcester en die munisipale gebiede Grahamstad, King William's Town en Queenstown;
- Natal*—die landdrosdistrikte Camperdown, Dannhauser, Dundee, Eshowe, Estcourt, Glencoe, Kliprivier, Lions River, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Port Shepstone en Umzinto;
- Oranje-Vrystaat*—die munisipale gebiede Bethlehem, Harrismith, Kroonstad, Odendaalsrus en Virginia; en
- (ac) minstens R500 per maand in enige gebied wat nie in (aa) en (ab) hiervan ingesluit 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 vry periode gewerk het nie, plus 'n bedrag van minstens dubbel sy dagloon ten opsigte van sodanige vry periode wat nie toegestaan is nie.
- (b) Subklousules (5), (6), (7) en (8) is nie van toepassing op 'n werknemer terwyl hy noodwerk verrig nie.
- (c) Subklousule (6) is nie van toepassing op 'n chauffeur, 'n drywer-verkoper, 'n drywer van 'n motorvoertuig of 'n arbeider wat so 'n drywer-verkoper of drywer van 'n motorvoertuig op sy rondtes vergesel nie.
- (d) Hierdie klousule is nie van toepassing op 'n werknemer ten opsigte van tyd wat hy bestee terwyl hy sy werk as diens-drywer verrig nie.

- (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.
- (10) *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.
- (11) *Savings.*—(a) Subclauses (1) to (10), inclusive, shall not apply to—
- (i) a buyer, 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 and Westonaria;
- Cape Province*—the Magisterial Districts of George, 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, Pinetown and 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 (aa) and (ab) hereof;
- (iii) a watchman whose employer grants him a free period of not less than 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) Subclause (5), (6), (7) and (8) shall not apply to an employee while he is engaged on emergency work.
- (c) Subclause (6) 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.
- (d) The provisions of this clause shall not apply to an employee in respect of any time spent by him in performing his work as a duty driver.

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 toestaan en moet die werknemer verlof neem van—

(a) in die geval van 'n koper, '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 ooreenkomste 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 dienstydperk 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 toegestaan 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 toestaan met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

(ii) die tydperk van verlof nie mag saamval nie met—

(aa) siketeverlof wat ingevolge klousule 7 toegestaan is of met afwesigheid van werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b) en wel tot 'n totaal van hoogstens 10 weke in enige jaar;

(ab) enige tydperk waarin die werknemer kennisgewing van diensbeëindiging ingevolge klousule 12 uitdien of militêre opleiding of diens kragtens die Verdedigingswet, 1957, ondergaan, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem;

(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 toegestaan is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

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

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

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

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

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 purposes 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 piecework 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—

(aa) sick leave granted in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b) amounting in the aggregate to not more than 10 weeks in any one year;

(ab) any period during which the employee is under notice of termination of employment in terms of clause 12 or is undergoing military training or service under the Defence Act, 1957, unless the employee so requests and the employer so agrees, in writing;

(iii) if New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

(iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 12 months of employment to which the period of leave relates.

(3) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided that—

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

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

(b) Subclause (2) shall *mutatis mutandis* apply to the leave referred to in this subclause.

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

(5) Aan 'n werknemer wie se diens gedurende enige diens-termyne van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van so 'n termyn opge-loop het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diensstermyne 'n bedrag betaal word van minstens—

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

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer toegestaan 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 kennisgewingstermyne uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of
- (ii) wat sy diens sonder 'n regsgeldige rede verlaat; of
- (iii) wat sonder kennisgewing deur sy werkgewer ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is;

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

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

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

- (a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 12 betaal in plaas van kennis te gee;
- (b) enige tydperk wat 'n werknemer afwesig is—
 - (i) met verlof ingevolge hierdie klousule;
 - (ii) met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b);
 - (iii) op las of versoek van sy werkgewer;

en wel tot 'n totaal van hoogstens 10 weke in enige jaar; en

- (c) 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 diens tydperk as diens te eis nie;

en word diens geag te begin—

- (i) in die geval van 'n werknemer wat, voordat hierdie Vastelling 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 Vastelling bindend geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum waarop hierdie Vastelling bindend geword het, en wel op die jongste van die twee datums.

(8) (a) Ondanks andersluidende bepalings in hierdie klousule kan 'n werkgewer vir die doel van jaarlikse verlof te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting of 'n gedeelte van sy bedryfsinrigting sluit vir 14 agtereenvolgende dae plus alle addisionele dae wat moontlik uit hoofde van die derde voorbehoudsbepaling van subklousule (2) daarby gevoeg moet word.

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting waarin hy werksaam is, nie geregtig is op die volle tydperk van die jaarlikse verlof by subklousule (1) (b) voorgeskryf nie moet, ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in subklousule (5) vermeld, en vir die doel van jaarlikse verlof daarna word sy

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

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

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to subclause (2): Provided further that, subject to clause 12 (4), an employee—

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

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

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

(7) For the purposes of this clause the expression "employment" shall be deemed to include—

- (a) any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice;
- (b) any period during which an employee is absent—
- (i) on leave in terms of this clause;

- (ii) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b);

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

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

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

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave at any time, but not more than once in any period of 12 months, close his establishment or a portion of his establishment for 14 consecutive days plus any additional days that may have to be added by virtue of the third proviso to subclause (2).

(b) An employee who at the date of the closing of an establishment or the portion thereof in which he is employed, is not entitled to the full period of annual leave prescribed in subclause (1) (b) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (5), and for the purposes of annual leave thereafter

diens geag te begin op die datum waarop die bedryfsinrigting of gedeelte van die bedryfsinrigting, na gelang van die geval, aldus sluit.

7. SIEKTEVERLOF

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

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

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

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

(i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooië tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooië maand diens;

(ii) waar 'n werkgewer ingevolge 'n wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is.

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

(a) vir langer as drie agtereenvolgende werkdae; of

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

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

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgewer weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde tydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgewer;

(ac) met siekteverlof ingevolge subklousule (1);

en wat in enige jaar altesaam hoogstens 10 weke beloop; en

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding 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 dienstydkring as diens te eis nie;

en word enige tydperk van diens by dieselfde werkgewer onmiddellik voordat hierdie Vasstelling bindend geword het, by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk toegestaan is, geag ingevolge hierdie Vasstelling toegestaan te gewees het;

his employment shall be deemed to commence on the date of such closing of the establishment or 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 every other employee, one work day in respect of each completed month of employment;

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

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

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

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

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

(3) Where, during the first cycle of 24 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid in respect of only such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken.

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

(5) Hierdie klousule is nie van toepassing nie—

(a) op 'n werknemer op wie se skriftelike versoek sy werkgever bydraes maak wat minstens gelyk is aan die wat hy self maak aan 'n fonds of organisasie deur die werknemer benoem en wat aan hom in geval van ongeskiktheid in die omstandighede in hierdie klousule uiteengesit die betaling waarborg van altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdade, na gelang van die geval, in elke tydkring van 24 maande diens, behalwe dat die gewaarborgde tarief gedurende die eerste 24 maande van betaling van bydraes deur die werknemers verminder kan word, maar tot minstens die aanwaskoers in die eerste voorbehoudsbepaling van subklousule (1) uiteengesit;

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

8. OPENBARE VAKANSIEDAE, SONDAE EN VRY PERIODES

(1) Behoudens klousules 4 (6) en 6 (2), moet 'n werkgever aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op 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 gedeelte van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat, waar dit van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op so 'n dag te werk, hy geag word vier uur te gewerk het.

(3) Wanneer 'n werknemer, uitgesonderd 'n deurlopende-proseswerker, 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 toegestaan en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat, waar daar van sodanige werknemer vereis of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, daar geag moet word dat hy vier uur gewerk het.

(4) Wanneer 'n deurlopendeproseswerker op 'n Sondag werk, moet sy werkgever hom, behoudens subklousule (5), minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die totale tydperk wat hy op sodanige Sondag werk: Met dien verstande dat werk op 'n Sondag nie betaling vir oortyd meebring wat die besoldiging in hierdie subklousule voorgeskryf, te bowe gaan nie.

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

(6) Wanneer 'n deurlopendeproseswerker of '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, word daar geag dat die hele skof gewerk is op die dag waarop die grootste gedeelte van sodanige skof val.

(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.

(5) This clause shall not apply—

(a) to an employee at whose written request his 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 subclause (1);

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

8. PUBLIC HOLIDAYS, SUNDAYS AND FREE PERIODS

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

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

(3) Whenever an employee, other than a continuous process worker, works on a Sunday, his employer shall either—

(a) pay the employee—

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

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

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

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

(6) Whenever a continuous process worker or a shift worker works a shift which falls partly on any public holiday mentioned 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.

(7) Subklousules (2) tot en met (6) is nie van toepassing nie op—

(a) 'n werknemer wat ingevolge klousule 5 (11) (a) (ii) van die werkurebepalings uitgesluit is;

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

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 waaroor daar ooreengekom is, kennis gee nie.

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

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

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

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

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

(d) die tipe, beskrywing, getal, hoeveelheid of waarde van die bestellings (individueel, 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 waarop 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.

(7) Subclauses (2) to (6), inclusive, shall not apply to—

(a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (11) (a) (ii);

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

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 the employee 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 the employee 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 not be 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. GETALSVEROUDING

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

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

(3) By die toepassing van hierdie klousule—

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

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

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende klere te was of te was en stryk en in so 'n geval moet die werkgewer so 'n werknemer 'n toelae van minstens 30c per week betaal.

12. BEÏNDIGING VAN DIENSKONTRAK

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

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

(b) na die eerste vier weke diens, minstens een week; vooraf kennis van die beëindiging van die kontrak gee, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, te betaal—

(i) in die geval van een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van een week kennisgewing, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat—

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

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

(iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros; nie hierdeur geraak word nie: Voorts met dien verstande dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd en die werkgewer hom betaal in plaas van kennis te gee, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor 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 met, en die kennisgewing nie mag geskied 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 nie;

10. PROPORTION OR RATIO

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

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

(3) For the purposes of this clause—

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

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

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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 the employee is receiving at the time of such termination;

(ii) in the case of one week's notice, the weekly wage 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 deduction 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 grantel 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) daar nie kennis gegee mag word gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 of weens ongeskiktheid in die omstandighede in klousule 7 (5) (a) of (b) uiteengesit wat altesaam hoogstens 10 weke in 'n jaar beloop 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. VERBOD OP INDIENSNEMING

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

14. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgewer by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik in die volgende vorm is en waarin die volle name van die werkgewer en die werknemer, die klas van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld word.

DIENSSERTIFIKAAT

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

(Handtekening van werkgewer
of gemagtigde verteenwoordiger)

Datum.....

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

15. LOGBOEK

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

DAAGLIKSE LOG

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

(Handtekening van drywer
van motorvoertuig)

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

(2) Elke drywer van 'n motorvoertuig of deeltydse drywer van 'n motorvoertuig moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse log in duplo hou en binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan by sy werkgewer indien, en by die toepassing van hierdie klousule slaan die uitdrukking "werk" ten opsigte van 'n deeltydse drywer van 'n motorvoertuig slegs op "n motorvoertuig dryf" soos dit in die woordomsrywing van hierdie klas werknemer omskryf word.

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b) amounting in the aggregate to not more than 10 weeks in any one year.

(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. PROHIBITION OF EMPLOYMENT

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

14. 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 class of the employee, the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination.

CERTIFICATE OF SERVICE

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

(Signature of employer or
authorised representative)

Date.....

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

15. LOG-BOOK

(1) An employer shall provide his driver of a motor vehicle or his part-time driver of his 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 sub-clause (1), keep a daily log in duplicate in respect of each day's work and shall within 24 hours of the completion of the 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) Elke werkgever 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 Loonvasstelling in die bostaande Bylae Loonvasstelling 311, gepubliseer by Goewermentskennisgewing R. 3106 van 15 Augustus 1969, soos gewysig by Goewermentskennisgewing R. 466 van 14 Maart 1975.)

No. R. 1581

20 Julie 1979

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

VOEDSELNYWERHEID, REPUBLIEK VAN SUID-AFRIKA

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Loonvasstelling vir die Voedselnywerheid, Republiek van Suid-Afrika, gepubliseer by Goewermentskennisgewing R. 1580 van 20 Julie 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 Mannekragbenutting.

(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 311, published under Government Notice R. 3106 of 15 August 1969, as amended by Government Notice R. 466 of 14 March 1975.)

No. R. 1581

20 July 1979

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

FOOD INDUSTRY, REPUBLIC OF SOUTH AFRICA

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, 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 Food Industry, Republic of South Africa, published under Government Notice R. 1580 of 20 July 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 Manpower Utilisation.

INHOUD

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