



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

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GOEWERMENTSKENNISGEWING

**DEPARTEMENT VAN MANNEKRAG-
BENUTTING**

No. R. 1750

17 Augustus 1979

LOONWET, 1957

**CHEMIESE EN VERWANTE PRODUKTE-
NYWERHEID, REPUBLIEK VAN SUID-AFRIKA**

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

Persone wat besware indien, word versoek om nege afskrifte daarvan, tesame met nege afskrifte van alle ondersteunende dokumente, te verstrek.

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

BYLAE

**AANBEVELING AAN SY EDELE DIE MINISTER VAN
MANNEKRAGBENUTTING DEUR AFDELING B (I)
VAN DIE LOONRAAD**

**CHEMIESE EN VERWANTE PRODUKTE-NYWERHEID,
REPUBLIEK VAN SUID-AFRIKA**

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op al die werkgewers en al hul werknemers in die Chemiese en Verwante Produkte-nwyerheid in die Republiek van Suid-Afrika: Met dien verstande dat dit nie van toepassing is nie op—

- (a) bestuurders;
- (b) aptekers, en aptekers en drogiste;

13983—A

GOVERNMENT NOTICE

**DEPARTMENT OF MANPOWER
UTILISATION**

No. R. 1750

17 August 1979

WAGE ACT, 1957

**CHEMICAL AND ALLIED PRODUCTS INDUS-
TRY, REPUBLIC OF SOUTH AFRICA**

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

Persons lodging objections are requested to furnish nine copies thereof, together with nine copies of all supporting documents.

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

SCHEDULE

**RECOMMENDATION TO THE HONOURABLE THE
MINISTER OF MANPOWER UTILISATION BY DIVI-
SION B (I) OF THE WAGE BOARD**

**CHEMICAL AND ALLIED PRODUCTS INDUSTRY,
REPUBLIC OF SOUTH AFRICA**

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all the employers and all their employees in the Chemical and Allied Products Industry in the Republic of South Africa: Provided that it shall not apply to—

- (a) managers;
- (b) chemists, and chemists and druggists;

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(c) die volgende werkgewers en hul werknemers:

- (i) A E C I Limited;
- (ii) Klipfontein Organic Products Corporation Limited, in die landdrosdistrik Kempton Park;
- (iii) S.A. Titan Products (Pty) Limited, in die landdrosdistrik Durban;

(d) die werksaamhede van werkgewers en werknemers ten opsigte waarvan 'n nywerheidsraadooreenkoms ingevolge die Wet op Nywerheidsversoenings, 1956, van toepassing is.

2. WOORDOMSKRYWING

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, by die toepassing van hierdie Vasstelling word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werkzaam is; voorts, tensy onbestaanbaar met die sinsverband, beteken—

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

(2) "apteker" 'n werknemer, uitgesonderd 'n apteker en drogis, wat 'n graad in chemie of 'n gelykstaande diploma besit; (10)

(3) "apteker en drogis" 'n werknemer wat kragtens die Wet op Geneesherre, Tandartse en Aptekers, 1928, as apteker en drogis geregistreer is; (11)

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

(a) Identifikasieskryfies op gevulde houers aanbring, waarby daar geen oordeel gebruik hoef te word nie;

(b) met die hand lym aan etikette aansit;

(c) houtkiste met die hand uit vooraf gesnyde materiaal inmeekaarsit;

(d) op afleweringvoertuie help, uitgesonderd die voertuie dryf of herstelwerk daaraan doen;

(e) afval in bale opmaak;

(f) bale, kiste of ander houers met die hand vasbind of bande daarom sit;

(g) brandmerk, stempel- of sjabloneerwerk, of onbeskrewe of klaar geadresseerde etikette aan bale, kiste, konkas of ander pakkies of houers vir vervoer of aflewering aanbring, waar daar in al die gevalle geen oordeel geverg word nie;

(h) goedere of artikels met die hand of nie-kragaangedrewe voertuig dra, oplig, verskuif, uitpak of opstapel;

(i) persele of houers, meubels, masjinerie, gereedskap, gerei, filterpersdoeke of ander artikels skoonmaak of was;

(j) karton of ander materiaal met die hand of met 'n nie-kragaangedrewe masjien sny;

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

(l) huide of velle op vervoerbande voer;

(m) materiale met die hand in elevators, vultregters, tenks, vate, bedekkingspanne of ander houers voer of sif;

(n) vultregters met die hand vul;

(o) tuinwerk;

(p) met die hand laai of aflaai;

(q) vure maak of stook of afval of beskadigde materiaal verbrand; of steenkool met skopgrawe in vultregters gooi;

(r) tee of dergelike drankie maak of tee of dergelike drankie aan werknemers, of sy werkgewer of besoekers bedien;

(s) materiale met die hand meng;

(t) deure oop- of toemaak;

(u) sakke, bale, bottels, kiste, konkas, blikke of ander houers met die hand oop- of toemaak;

(v) kleppe of krane onder toesig oop- of toemaak;

(w) 'n nie-kragaangedrewe pomp of hystoestel bedien;

(x) artikels wat ewe groot en van dieselfde getal is, verpak in houers wat spesiaal ontwerp is om sulke artikels te bevat, of artikels pak in houers wat deel van die bereiding van die artikels uitmaak;

(y) houers met die hand verf;

(z) bene of ander vreemde stof uit velle of huide verwyder;

(aa) 'n voertuig stoot of trek, uitgesonderd met 'n kragtoestel;

(ab) afval of as verwyder;

(c) the following employers and their employees:

- (i) A E C I Limited;
- (ii) Klipfontein Organic Products Corporation Limited, in the Magisterial District of Kempton Park;
- (iii) S.A. Titan Products (Pty) Limited, in the Magisterial District of Durban;

(d) the activities of employers and employees in respect of which an industrial council agreement in terms of the Industrial Conciliation Act, 1956, applies.

2. DEFINITIONS

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

(1) "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; (1)

(2) "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; (5)

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

(4) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (29)

(5) "chargehand" means an employee who is in charge of a group of labourers; (36)

(6) "chauffeur" means an employee (other than a traveller's assistant) who is engaged in driving a power-driven motor vehicle which is intended to carry passengers and used for the conveyance of his employer or of employees, clients or visitors and which may be used for the conveyance of documents or parcels; (9)

(7) "Chemical and Allied Products 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 preparing, manufacturing, bottling, wrapping or packing any one or more of the following products:

(a) Medicinal preparations for humans or animals, antiseptics, deodorants, disinfectants, insecticides, pharmaceutical preparations, washing blue, caustic soda or chemical products for photographic purposes;

(b) toilet preparations, cosmetics, perfumes or scents;

(c) paints, pigments, distempers, lacquers, varnishes, finishers, bottom fillers, waxes, polishes, putty, thinners, enamels, dubbin or printing ink;

(d) office paste, gum or writing ink;

(e) industrial alcohol, rectified or absolute alcohol, methylated spirits, benzine, ether or ammonia;

(f) adhesives (excluding rubber solution) or sealing compounds;

(g) any automotive chemicals, including brake fluid, shock-absorber oils or fluids, clutch compounds, rubber shackle lubricants, radiator preparations, anti-freeze mixtures, car polishes or cleaners, rubbing compound, degreasing agents, rust removing compounds, soldering fluids, belt dressing compounds (i.e. compounds rubbed on belts to prevent them from slipping) or compounds for use in welding; and includes—

(i) the delivery, distribution or sale from any premises whatsoever of any one or more of the products mentioned in paragraphs (a) to (g) above if such delivery, distribution or sale is carried on by the same employer who prepares, manufactures, bottles, wraps or packs such products;

(ii) all operations incidental to or consequent on any of the aforesaid activities; (10)

(8) "chemical technician" means an employee, other than a chemist or a chemist and druggist, who is engaged in chemical work; (12)

(ac) klaargemaakte karton- of veselborddose of dergelike houers met die hand opstel of sulke dose of houers vir hergebruik uitmekaarhaal;

(ad) met die hand materiale met 'n skopgraaf hanteer of omkeer;

(ae) houers vaskram wat enkelmonsters bevat;

(af) bestanddele met die hand roer;

(ag) rubber- of ander stempels gebruik waar daar geen oordeel vereis word nie;

(ah) monsters toedraai of verpak; (31)

(5) "assistent-voorman" 'n werknemer wat, onder die algemene toesig van 'n voorman, enige van die werksaamhede of pligte van 'n voorman verrig en wat gedurende sy afwesigheid namens hom kan waarneem; (2)

(6) "bediener van 'n mobiele hystoestel" 'n werknemer wat 'n kragaangedrewe mobiele hystoestel of werkhyswa bedien wat by die laai, aflaai, versit of opstapel van goedere gebruik word; (36)

(7) "bedryfsinrigting" 'n perseel of gedeelte daarvan waarop of in verband waarmee een of meer werknemers in hierdie Nywerheid in diens is; (21)

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

(a) toesig oor;

(b) verantwoordelikheid vir; en

(c) leiding van;

die werksaamhede van 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting en die werknemers wat daarin werk; (35)

(9) "chauffeur" 'n werknemer (uitgesonderd 'n handelsreisiger se assistent) wat 'n kragaangedrewe motorvoertuig dryf wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgever of van werknemers, klante of besoekers en waarmee ook dokumente of pakkette vervoer mag word; (6)

(10) "Chemiese en Verwante Produkte-nywerheid" die Nywerheid waarin werkgevers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat geregistreer is of aan registrasie onderworpe is ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, met die doel om enigen of meer van die volgende produkte te berei, te vervaardig, te bottel, toe te draai of te verpak:

(a) Geneeskundige preparate vir menslike of dierlike gebruik, kiemwerendmiddels, reukweerders, ontsmettingsmiddels, insekdoders, farmaseutiese preparate, blousel, bytsoda of chemiese produkte vir fotografiese doeleindes;

(b) toiletpreparate, skoonheidsmiddels, parfuum of reukwater;

(c) verf, pigmente, distempers, lakvernisse, vernisse, afwerkvernisse, onderlaagstryksels, wasse, politoere, stopverf, verdunmiddels, emaljes, dubbin of drukkersink;

(d) kantoorlym, gom of skryfink;

(e) nywerheidsalkohol, gerektifiseerde of absolute alkohol, brandspiritus, bensien, eter of ammoniak;

(f) kleefmiddels (uitgesonderd rubberlym) of verseëlmiddels;

(g) enige motorchemikalieë, met inbegrip van remvloeistof, skokbrekerolies of -vloeistowwe, koppelaarmengsels, rubber-skommelsmeermiddels, verkoelerpreparate, vriesweermengsels, motorpolitoere of -skoonmaakmiddels, vryfmengsels, ghies-verwyderingsmiddels, roesverwyderingsmiddels, soldeervloeistowwe, dryfbandsmeersels (d.w.s. mengsels wat aan dryfbande gesmeer word sodat hulle nie kan gly nie) of mengsels vir gebruik by sweiswerk;

en omvat dit ook—

(i) die aflewering, verspreiding of verkoop vanuit enige perseel van watter aard ook al van enigen of meer van die produkte genoem in paragrawe (a) tot (g) hierbo, indien sodanige aflewering, verspreiding of verkoop onderneem word deur dieselfde werkgever wat sodanige produkte berei, vervaardig, bottel, toedraai of verpak;

(ii) alle werksaamhede wat met enigen van voornoemde bedrywighede in verband staan of daaruit voortspruit; (7)

(11) "chemiese werk"—

(a) die waarneem van chemiese of farmaseutiese manipulasies;

(b) die opstel of aanpassing van die formules van stowwe;

(c) die analitiese beheer van die chemiese verwerking van grondstowwe of klaargemaakte of gedeeltelik klaargemaakte produkte; (9)

(12) "chemitegnikus" 'n werknemer, uitgesonderd 'n apteker of 'n apteker en drogis, wat chemiese werk verrig; (8)

(9) "chemical work" means—

(a) the performance of chemical or pharmaceutical manipulations;

(b) the devising or adjusting of the formulae of substances;

(c) the analytical control of the chemical processing of raw materials or finished or partly finished products; (11)

(10) "chemist" means an employee, other than a chemist and druggist, who is the holder of a degree in chemistry or an equivalent diploma; (2)

(11) "chemist and druggist" means an employee who is registered as a chemist and druggist under the Medical, Dental and Pharmacy Act, 1928; (3)

(12) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, storeman, despatch clerk and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a part of such employee's work; (23)

(13) "colour matcher" means an employee who is engaged in, and responsible for, the adding of colours to mixed paint to obtain pre-determined shades; (24)

(14) "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; (25)

(15) "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; (14)

(16) "day" means the period of 24 hours from midnight to midnight: 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; (13)

(17) "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; (50)

(18) "driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (15)

(19) "emergency work" means—

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

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

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

(i) ships;

(ii) trucks or vehicles of the South African 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; (34)

(20) "engine room attendant" means an employee who under the supervision of an artisan, foreman or shiftsman, starts or stops a treacle pump or a wash pump and who may adjust or replace belts; (32)

(21) "establishment" means any premises or part thereof, in or in connection with which one or more employees are employed in this Industry; (7)

(22) "experience" means in relation to—

(a) a chemical technician, the total period or periods of employment which an employee has had in chemical work;

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

(c) a traveller, the total period or periods of employment which an employee has had as a traveller in any industry or trade;

(d) any other class of employee, the total period or periods of employment which an employee has had in his class in this Industry; (37)

(13) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat, in die geval van 'n deurlopendeproseswerker of 'n skofwerker, dit beteken 'n tydperk van 24 uur, gereken vanaf die tydstop waarop so 'n werknemer gewoonlik begin werk; (16)

(14) "deurlopendeproseswerker" 'n werknemer wat 'n werksaamheid verrig waarin daar deur middel van drie agtereenvolgende skofte per dag op sewe dae per week deurlopend gewerk moet word; (15)

(15) "drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf; (18)

(16) "eerstehulpassistent" 'n werknemer wat in besit is van 'n geldige bekwaamheidsertifikaat in eerstehulp wat uitgereik is deur—

- (a) die Suid-Afrikaanse Rooikruisvereniging;
- (b) die St. John Ambulance Association; of
- (c) die Suid-Afrikaanse Noodhulppliga;

wat 'n eerstehulpbediener behulpsaam is by die uitvoering van sy pligte en wat gedurende sy afwesigheid namens hom kan waarneem; (24)

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

- (a) die Suid-Afrikaanse Rooikruisvereniging;
- (b) die St. John Ambulance Association; of
- (c) die Suid-Afrikaanse Noodhulppliga;

wat in beheer van 'n eerstehulpkamer is, en wat aantekeninge kan maak van beserings; (25)

(18) "fabrieksklerk" 'n werknemer wat onder toesig van 'n voorman, assistent-voorman of 'n klerk enigeen of meer van die volgende werksaamhede verrig:

- (a) Bestellings vir versending opmaak;
- (b) bywoningsregisters nagaan, of besonderhede aanteken van werknemers wat aan die werk of afwesig is of van die tyd wat werknemers aan verskillende take bestee;
- (c) besonderhede van goedere wat ontvang of uitgereik word, nagaan of aanteken, of voorraadregisters hou;
- (d) met die hand afskrifte van fabrieksdokumente maak;
- (e) fabrieksdokumente liasseer, sorteer of andersins daaraan aandag skenk;
- (f) uit Swart of Asiërtale tolk of daaruit vertaal;
- (g) gereedskap of ingenieursvoorraad- of -uitrusting op rekvisisie uitreik, of gereedskap of sodanige voorraad of uitrusting ontvang, en rekvisities wat gehou word, terugbesorg;
- (h) vraag- of afleweringbriewe, uitgesonderd fakture, verpakkingsstrokie en monsterstrokie, uitmaak;
- (i) goedere massameet en besonderhede daarvan aanteken;
- (j) 'n optelmasjien in die loop van sy pligte as fabrieksklerk bedien;
- (k) loon- of tydkaarte opstel of stukwerkverdienstes aanteken vir latere gebruik deur 'n klerk;
- (l) goedere ontvang of nagaan, asook besonderhede in verband daarmee aanteken;
- (m) bondelnommers, die inhoud of die verwysingsnommers van houers wat gevul of versend is, aanteken;
- (n) besonderhede van jaarlikse of siekteverlof aanteken;
- (o) die indiensneming, ontslag of bedanking van werknemers aanteken en die nodige inskrywings in die werknemers se persoonlike lêers of dokumente aanbring; dienssertifikate opstel of passe uitreik;
- (p) produksiesyfers inly;
- (q) kaartjies of etikette stempel of uitskryf;
- (r) toesig hou oor die aflaai van goedere;
- (s) besonderhede van die inhoud of die uitkenningsnommers van kartonhouers, houers of pakkies neerskryf of aanteken; (23)

(19) "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; (29)

(20) "handelsreisiger" 'n werknemer wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting namens so 'n inrigting bestellings vra, werf of opneem; (50)

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

- (a) Assembling orders for despatch;
- (b) checking attendance records or recording particulars of employees at work or absent or of the time spent by employees on different tasks;
- (c) checking or recording particulars of goods 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 Bantu or Asian languages;
- (g) issuing tools or engineering stock or equipment against requisition or receiving tools or such stock or equipment and returning requisitions held;
- (h) making out consignment or delivery notes other than invoices, packing slips and sample slips;
- (i) mass-measuring goods and recording particulars thereof;
- (j) operating an adding machine in the course of his duties as a factory clerk;
- (k) preparing wage or time cards or recording piece-work earnings for subsequent use by a clerk;
- (l) receiving or checking goods, including the recording of particulars thereof;
- (m) recording batch numbers, contents or reference numbers of containers filled or despatched;
- (n) recording particulars of annual or sick leave;
- (o) recording the engagement, discharge or resignation of employees, including the making of any necessary entries in the employees' personal files or documents; preparing certificates of service or issuing passes;
- (p) scheduling production figures;
- (q) stamping or writing tickets or labels;
- (r) supervising the off-loading of goods;
- (s) writing or recording particulars of the contents or the distinctive numbers of cartons, containers or packages; (18)

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

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

who assists a first-aid attendant in the performance of his duties and who may act for him during his absence; (16)

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

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

who is in charge of a first-aid room and who may record injuries; (17)

(26) "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; (51)

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

- (a) Assembling orders from delivery notes;
- (b) counting goods into miscellaneous lots;
- (c) printing on labels or on bottles or other containers by machine;
- (d) printing labels or other printed matter;
- (e) repairing wooden casks or making tops or bottoms for such casks;
- (f) typing or writing labels for products;
- (g) using rubber or other stamps where discretion is involved;
- (h) writing labels or addresses on containers for despatch; (52)

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

- (a) Adjusting steam valves to pre-determined pressure;
- (b) assembling caps, corks or stoppers for bottles or other containers;
- (c) assisting an artisan, handyman or machine handyman by holding articles or tools or otherwise working with him, other than by the independent use of tools;
- (d) counting goods into uniform lots;
- (e) cramping or sealing caps or containers or glueing containers preparatory to capping;
- (f) cutting animal fats or flesh or herbs for packing;
- (g) cutting blocks or cubes of products to size;

(21) "handelsreisiger se assistent" 'n werknemer wat 'n handelsreisiger vergesel en hom met die inpak, uitpak of vertoon van sy monsters help en wat die motorvoertuig mag dryf wat die handelsreisiger by die uitvoering van sy werk gebruik; (51)

(22) "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; (3)

(23) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, masasynman, versendingsklerk en 'n telefoonskakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (12)

(24) "kleurvergelyker" 'n werknemer wat betrokke is by en verantwoordelik is vir die toevoeging van kleure by gemengde verf om vooraf bepaalde skakerings te verkry; (13)

(25) "kommissiewerk" 'n stelsel waarvolgens 'n handelsreisiger se besoldiging bereken word volgens die getal of waarde van die bestellings wat hy aan sy werkgever voorleë en wat laasgenoemde aanvaar; (14)

(26) "korttyd" 'n tydelike vermindering van die getal gewone werkers weens 'n slappe in die bedryf, 'n tekort aan grondstowwe of 'n onklaarraking van masjinerie of installasie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (45)

(27) "laboratoriumassistent" 'n werknemer wat onder die toesig van 'n apteker, 'n apteker en drogis of 'n chemitegnikus betrokke is by—

(a) die waarneem van roetine-toetse van grondstowwe of klaargemaakte of gedeeltelik klaargemaakte produkte;

(b) die voorbereiding van laboratoriummonsters volgens formules; (30)

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

(i) as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werksure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dié 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; (54)

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

(30) "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; (46)

(31) "masjienfaktotum" 'n werknemer wat kleinere herstellwerk of verstellers doen aan masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (34)

(32) "masjienkamerwerker" 'n werknemer wat onder die toesig van 'n ambagsman, 'n voorman of 'n skofman 'n strooppomp of 'n waspomp aansit of stopsit en wat dryfbande kan verstel of vervang; (20)

(33) "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 of 'n vurkhysswa nie; (37)

(34) "noodwerk"—

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

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

(c) enige werk in verband met die laai of aflai 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; (19)

(h) cutting or building stencils by hand or machine;

(i) cutting hides or skins by machine;

(j) delivering or collecting goods, letters, messages or parcels on foot or by means of a non-power-driven vehicle;

(k) detaching caps or containers from moulds;

(l) dipping moulds into heated material for forming containers or caps;

(m) drying yeast on a roller drier;

(n) enveloping mail or folding printed matter;

(o) feeding bottles or other containers onto conveyor belts;

(p) feeding containers into filling or labelling machines;

(q) feeding or sieving materials by hand into filling, grinding, mixing, refining or tablet machines;

(r) feeding labels into gumming machines;

(s) filling or labelling bottles, tins or other containers by hand or machine;

(t) greasing or oiling machines, other than motor vehicles;

(u) heat sealing of bags by non-power-driven machine;

(v) inserting metal spools into pre-cut plaster rolls;

(w) inserting tissue paper or cotton wool into bottles or containers;

(x) marking bales, boxes, cartons, drums or other packages;

(y) mass-measuring to a set scale or measuring to a pre-determined measure;

(z) mixing, grinding or sieving casein by hand or machine;

(aa) opening or closing filter presses or removing or replacing filter cloths;

(ab) opening or closing bales, bottles, boxes, drums, tins or other containers by machine;

(ac) operating an office duplicating machine;

(ad) operating a power-driven hoist or lift;

(ae) operating a perforating or coding machine;

(af) packing mixed articles into containers for despatch;

(ag) placing discs on top of creams or other finished products before closing;

(ah) pressing out blocks of material or products by non-power-driven machine;

(ai) soldering by hand;

(aj) sorting bottles, glass tubes or rubber stoppers;

(ak) spinning or spraying paint on to containers or test panels;

(al) stapeling samples to advertising matter;

(am) starting or stopping pumps;

(an) stitching or stapling boxes or cartons by hand or machine;

(ao) testing density by hydrometer;

(ap) trimming viscose rings;

(aq) writing addresses on bags; (53)

(29) "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; (19)

(30) "laboratory assistant" means an employee who, under the supervision of a chemist, a chemist and druggist or a chemical technician, is engaged in—

(a) making routine tests of raw materials or finished or partly finished products;

(b) preparing laboratory samples according to formulae;

(27)

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

(a) Affixing identification discs on filled containers, where no discretion is involved;

(b) applying gum to labels by hand;

(c) assembling wooden boxes from pre-cut material by hand;

(d) assisting on delivery vehicles, other than driving or effecting repairs;

(e) baling scrap;

(f) binding or strapping bales, boxes or other containers by hand;

(g) branding, stamping or stencilling, or affixing blank or ready-addressed labels to bales, boxes, drums or other packages or containers for transport or delivery, where no discretion is involved;

(h) carrying, lifting, moving, unpacking or stacking goods or articles by hand or non-power-driven vehicle;

(i) cleaning or washing premises or containers, furniture, machinery, tools, utensils, filter press cloths or other articles;

(j) cutting cardboard or other material by hand or non-power-driven machine;

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

(l) feeding hides or skins onto conveyor belts;

(m) feeding or sieving materials by hand into elevators, hoppers, tanks, vats, coating pans or other vessels;

(35) "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; (52)

(36) "onderbaas" 'n werknemer wat aan die hoof staan van 'n groep arbeiders; (5)

(37) "ondervinding" met betrekking tot—

(a) 'n chemitegnikus, die totale tydperk of tydperke wat 'n werknemer chemiese werk verrig het;

(b) 'n klerk, 'n fabrieksklerk of 'n bediener van 'n mobiele hystoestel, die totale tydperk of tydperke wat 'n werknemer as 'n klerk, 'n fabrieksklerk of 'n bediener van 'n mobiele hystoestel in enige nywerheid of bedryf in die diens van die Staat werksaam was;

(c) 'n handelsreisiger, die totale tydperk of tydperke wat 'n werknemer as 'n handelsreisiger in enige nywerheid of bedryf werksaam was;

(d) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in hierdie Nywerheid werksaam was; (22)

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

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

(b) wie se gewone werkure by klousule 5 (2) voorgeskryf word, gedurende sy vry periode by klousule 5 (3) (a) voorgeskryf, vir sy werkgever werk nie; (38)

(39) "pil- of tabletmaker" 'n werknemer wat verantwoordelik is vir die hele produksieproses, uitgesonderd die voorskryf van die chemiese formule, van pille of tablette in 'n bedryfsinrigting; (41)

(40) "plaaslike owerheid" enige stadsraad, grootstadsraad, afdelingsraad, munisipale raad, dorpsraad, dorpsbestuur of enige soortgelyke instelling of liggaam wat in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961) beoog word, en omvat dit enige Administrasieraad wat kragtens artikel 2 van die Wet op die Administrasie van Swart Sake, 1971 (Wet 45 van 1971) ingestel is; (33)

(41) "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; (42)

(42) "skofman" 'n werknemer wat, in 'n bedryfsinrigting waarin drie agtereenvolgende skofte per dag gewerk word, aan die hoof staan van die werknemers op 'n skof en daarvoor verantwoordelik is dat hulle hul werk doeltreffend verrig; (43)

(43) "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; (44)

(44) "sleepwa" enige vervoermiddel wat deur 'n motorvoertuig getrek word; (49)

(45) "spantoeshouer" 'n werknemer wat aan die hoof staan van 'n groep werknemers graad I of werknemers graad II en wat daarbenewens in beheer van arbeiders kan wees en wat aantekeninge van die produksie van die werknemers onder sy toesig kan byhou; (47)

(46) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (40)

(47) "tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgever werk van 'n tegniese of professionele aard verrig; (48)

(48) "verfmaker" 'n werknemer wat verantwoordelik is vir of aan die hoof staan van die werknemers betrokke by die massameet, meng en maal van verfmateriaal volgens vaste standaarde, maar wat geen chemiese werk verrig nie; (39)

(49) "vernismaker" 'n werknemer wat in beheer is van 'n vernisinstallasie en wat vir die hele produksieproses van met hitte behandelde vernis verantwoordelik is, maar wat geen chemiese werk verrig nie; (53)

(50) "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; (17)

(n) filling hoppers by hand;

(o) gardening work;

(p) loading or unloading by hand;

(q) making or maintaining fires or burning waste or damaged materials; or shovelling coal into hoppers;

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

(s) mixing materials by hand;

(t) opening or closing doors;

(u) opening or closing bags, bales, bottles, boxes, drums, tins or other containers by hand;

(v) opening or closing valves or cocks, under supervision;

(w) operating a non-power-driven pump or hoist;

(x) packing articles of uniform size and number into containers specially designed to contain such articles or packing articles into containers which are part of the get-up of the articles;

(y) painting containers by hand;

(z) picking out bones or other foreign matter from skins or hides;

(aa) pushing or pulling any vehicle, other than by power-driven device;

(ab) removing refuse or ashes;

(ac) setting up by hand ready-made cardboard or fibre board boxes or similar containers or dismatling such boxes or containers for re-use;

(ad) shovelling or turning over materials by hand;

(ae) stapling containers containing single set samples;

(af) stirring ingredients by hand;

(ag) using rubber or other stamps where no discretion is involved;

(ah) wrapping or packing samples; (4)

(32) "law" includes the common law; (54)

(33) "local authority" means any borough council, city council, divisional council, municipal council, village council, village management board or any similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961), and includes any Administration Board established in terms of section 2 of the Black Affairs Administration Act (Act 45 of 1971); (40)

(34) "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; (31)

(35) "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 or a department of an establishment and the employees engaged therein; (8)

(36) "mobile hoist operator" means an employee who is engaged in operating a mobile power-driven hoist or fork-lift truck used in the loading, unloading, moving or stacking of goods; (6)

(37) "motor vehicle" means any power-driven vehicle used for conveying goods, other than traveller's samples, and includes a mechanical horse and a tractor but does not include a mobile hoist and fork-lift truck; (33)

(38) "overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 5 (1), (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); (38)

(39) "paint make" means an employee who is responsible for, or in charge of the employees engaged in the mass-measuring, mixing and grinding of paint materials to set standards but who does not do chemical work; (48)

(51) "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; (26)

(52) "werknemer graad I" 'n werknemer wat enigeen of meer van die volgende werksaamhede verrig:

- (a) Bestellings van aflewingsbriewe opmaak;
- (b) goedere in diverse bondels uittel;
- (c) drukwerk op etikette of op bottels of ander houers met 'n masjien doen;
- (d) etikette of ander drukwerk druk;
- (e) houtvate herstel of bo- of onderkante vir sulke vate maak;
- (f) etikette vir produkte tik of uitskryf;
- (g) rubber- of ander stempels gebruik waarby oordeel gebruik moet word;
- (h) etikette of adresse op houers skryf vir versending; (27)

(53) "werknemer graad II" 'n werknemer wat enigeen of meer van die volgende werksaamhede verrig:

- (a) Stoomkleppe op 'n vooraf bepaalde druk instel;
- (b) kroondoppies, kurkproppe of afsluiters vir bottels of ander houers bymekaarmaak;
- (c) 'n ambagsman, faktotum of masjienfaktotum help deur artikels of gereedskap te hou of andersins met hom saam te werk, uitgesonderd by wyse van die selfstandige gebruik van gereedskap;
- (d) goedere in ewe groot bondels uittel;
- (e) kroondoppies of houers vasklem of verseël of houers vaslym voordat hulle van 'n kroondoppie voorsien word;
- (f) dierlike vetsoorte of vleis of kruid vir verpakking sny;
- (g) lokkies of vierkantjies van produkte na grootte sny;
- (h) sjablone met die hand of met 'n masjien sny of bou;
- (i) huide of velle met 'n masjien sny;
- (j) goedere, briewe, boodskappe of pakkette te voet of deur middel van 'n nie-kragaangedrewe voertuig aflewer of afhaal;
- (k) kroondoppies of houers uit gietvorms losmaak;
- (l) gietvorms in verhitte materiaal indompel vir die vorming van houers of kroondoppies;
- (m) gis op 'n rollerdroogapparaat droogmaak;
- (n) pos in koevert insit of drukwerk vou;
- (o) bottels of ander houers op vervoerbande voer;
- (p) houers aan vul- of etiketteermasjiene voer;
- (q) materiale met die hand in vul-, maal-, meng-, raffineer- of tabletmasjiene voer of sif;
- (r) etikette in vaslymmasjiene voer;
- (s) bottels, blikke of ander houers met die hand of met 'n masjien vul of etiketteer;
- (t) masjiene, uitgesonderd motorvoertuie, smeer of olie;
- (u) sakke met 'n nie-kragaangedrewe masjien deur middel van hitte verseël;
- (v) metaalspoele in vooraf gesnyde gipsrolle insit;
- (w) sneespapier of watte in bottels of houers insit;
- (x) bale, kiste, kartonhouers, konkas of ander pakkies merk;
- (y) met 'n gestelde skaal massameet of met 'n vooraf bepaalde maat meet;
- (z) kaseien met die hand of met 'n masjien meng, maal of sif;

(aa) filterperse oop- of toemaak of filterdoeke verwyder of vervang;

- (ab) bale, bottels, kiste, konkas, blikke of ander houers met 'n masjien oop- of toemaak;
- (ac) 'n kantoorkopieermasjien bedien;
- (ad) 'n kragaangedrewe hystoestel of hyser bedien;
- (ae) 'n perforeer of kodeermasjien bedien;
- (af) gemengde artikels in houers verpak vir versending;
- (ag) skyfies bo-op roomsoorte of ander klaargemaakte produkte plaas voordat dit verseël word;
- (ah) blokke materiaal of produkte met 'n nie-kragaangedrewe masjien uitdruk;
- (ai) met die hand soldeer;
- (aj) bottels, glasbuise of rubberproppe sorteer;
- (ak) verf op houers of toetspaneel tol of spuit;
- (al) monsters aan reklamevaskram;
- (am) pompe aansit of stopsit;
- (an) dose of kartonne met die hand of met 'n masjien vaswerk of vaskram;
- (ao) digtheid met 'n hidrometer toets;
- (ap) viskoserings afwerk;
- (aq) adresse op sakke skryf;

(54) "wet" ook die gemene reg; (32)

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

(40) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (46)

(41) "pill or tablet maker" means an employee who is responsible for the entire process of production, other than the prescription of the chemical formula, of pills or tablets in an establishment; (39)

(42) "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. (41)

(43) "shiftsman" means an employee who, in an establishment in which three consecutive shifts per day are worked, is in charge of the employees on a shift and responsible for the efficient performance by them of their duties; (42)

(44) "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 are worked on not more than six days per week; (43)

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

(46) "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; (30)

(47) "team supervisor" means an employee who is in charge of a group of grade I employees or grade II employees and who may in addition be in charge of labourers and who may keep records of the output of the employees under his supervision; (45)

(48) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character; (47)

(49) "trailer" means any conveyance drawn by a motor vehicle; (44)

(50) "traveller" means an employee who, as a travelling representative of an establishment, invites, canvasses or solicits orders on behalf of such establishment; (20)

(51) "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; (21)

(52) "unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two- or three-wheeled motor cycle, motor scooter or motorcycle or a cycle fitted with an auxiliary engine, the unladen mass shall be deemed not to exceed 450 kg; (35)

(53) "varnish maker" means an employee who is in charge of a varnish plant and responsible for the entire process of production of heat treated varnish but who does not do chemical work; (49)

(54) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that—

(i) if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;

(ii) the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received if he had not been employed on such a basis; (28)

(55) "watchman" means an employee who is engaged in guarding premises or property. (55).

3. BESOLDIGING

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

(a) *Werknemers, uitgesonderd los werknemers:*

	In die Landdrosdistrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg	In die Landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Inanda, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom	In die Landdrosdistrikte Bloemfontein, Kimberley, Oos-Londen, Uitenhage, Welkom en Worcester	In die Landdrosdistrikte Kroonstad, Odendaalsrus, Potchefstroom, Virginia en Witbank	In alle ander gebiede	
					Gedurende die eerste 12 maande nadat hierdie Vastelling bindend word	Daarna
	Per week	Per week	Per week	Per week	Per week	Per week
	R	R	R	R	R	R
Ambagsman.....	87,00	81,00	78,00	81,00	75,00	73,00
Assistent-voorman.....	73,00	70,50	65,50	68,00	63,00	61,00
Ketelbediener.....	33,00	31,40	27,50	27,50	20,80	19,50
Onderbaas.....	33,00	31,40	27,50	27,50	23,00	18,20
Chaufeur.....	37,75	36,00	33,00	33,00	23,00	19,50
Chemitegnikus—					25,50	24,00
gedurende die eerste jaar ondervinding....	56,40	55,50	54,00	54,00	50,80	49,00
gedurende die tweede jaar ondervinding....	62,00	60,75	59,00	59,00	55,50	53,50
gedurende die derde jaar ondervinding....	67,60	66,00	64,00	64,00	60,20	58,00
gedurende die vierde jaar ondervinding....	73,20	71,25	69,00	69,00	66,90	64,50
gedurende die vyfde jaar ondervinding....	78,80	76,50	74,00	74,00	69,60	67,00
gedurende die sesde jaar ondervinding....	84,40	81,75	79,00	79,00	76,30	73,50
daarna.....	90,00	87,00	84,00	84,00	79,00	76,00
Klerk—						
vrou—						
gedurende die eerste jaar ondervinding	33,92	32,31	27,69	27,69	21,92	20,77
gedurende die tweede jaar ondervinding	38,08	36,23	31,15	31,15	24,92	23,54
gedurende die derde jaar ondervinding	42,23	40,15	34,62	34,62	27,92	26,31
gedurende die vierde jaar ondervinding	46,38	44,08	38,08	38,08	30,92	29,08
daarna.....	50,54	48,00	41,54	41,54	33,92	31,85
man—						
gedurende die eerste jaar ondervinding	36,00	34,15	30,00	30,00	23,08	22,62
gedurende die tweede jaar ondervinding	42,00	40,15	35,31	35,31	27,23	26,54
gedurende die derde jaar ondervinding	48,00	46,15	40,62	40,62	31,38	30,46
gedurende die vierde jaar ondervinding	54,00	52,15	45,92	45,92	35,54	34,38
gedurende die vyfde jaar ondervinding	60,00	58,15	51,23	51,23	39,69	38,31
daarna.....	66,00	64,15	56,54	56,54	43,85	42,23
Kleurverglyker, Verfmaker, Pil- of Tablet-maker en Vernismaker—						
gedurende die eerste jaar ondervinding....	40,00	39,00	38,00	38,00	35,00	34,00
gedurende die tweede jaar ondervinding....	46,00	45,00	44,00	44,00	44,00	43,00
gedurende die derde jaar ondervinding....	53,00	51,50	50,00	50,00	47,00	46,00
daarna.....	60,00	58,00	56,00	56,00	53,00	52,00
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—						
(i) hoogstens 450 kg is.....	34,50	33,00	30,00	27,00	23,00	21,60
(ii) meer as 450 kg maar hoogstens 2 700 kg is.....	41,00	39,00	36,00	33,00	28,00	26,60
(iii) meer as 2 700 kg maar hoogstens 4 500 kg is.....	47,50	45,00	42,00	39,00	33,00	31,60
(iv) meer as 4 500 kg is.....	54,00	51,00	48,00	45,00	38,00	36,60
Masjienkamerwerker.....	33,00	31,40	27,50	25,30	20,80	19,50

	In die Landdrosdistrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg	In die Landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Inanda, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Vanderbijlpark, Vereniging, Westonaria en Wonderboom	In die Landdrosdistrikte Kuilsrivier, Paarl, Pietermaritzburg, Somerset-Wes, Stellenbosch en Strand	In die Landdrosdistrikte Bloemfontein, Kimberley, Oos-Londen, Uitenhage, Welkom en Worcester		In die Landdrosdistrikte Kroonstad, Odendaalsrus, Potchefstroom, Virginia en Witbank		In alle ander gebiede	
				Gedurende die eerste 12 maande nadat hierdie Vastelling bindend word	Daarna	Gedurende die eerste 12 maande nadat hierdie Vastelling bindend word	Daarna	Gedurende die eerste 12 maande nadat hierdie Vastelling 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
Fabrieksklerk—									
gedurende die eerste ses maande ondervinding.....	34,00	32,20	28,00	25,75	28,00	21,70	24,00	21,00	22,50
gedurende die tweede ses maande ondervinding.....	36,20	34,30	30,00	27,75	30,00	23,30	25,75	22,60	24,25
daarna.....	38,40	36,40	32,00	29,50	32,00	24,90	27,50	24,20	26,00
Eerstehulpassistent.....	35,50	34,00	30,00	27,60	30,00	22,60	25,00	19,50	21,00
Eerstehulpbediener.....	39,00	37,00	33,00	30,00	33,00	26,50	29,00	24,20	26,00
Voorman.....	90,00	87,00	84,00	81,00	84,00	78,00	81,00	76,00	78,00
Werknemer graad I—									
gedurende die eerste ses maande ondervinding.....	31,80	30,20	26,50	24,40	26,50	20,00	22,25	17,50	18,75
gedurende die tweede ses maande ondervinding.....	34,40	32,50	28,35	26,30	28,35	21,75	24,00	18,85	20,25
daarna.....	37,00	35,00	30,70	28,20	30,70	23,50	25,75	20,20	21,75
Werknemer graad II.....	31,80	30,20	26,50	24,40	26,50	20,00	22,25	17,50	18,75
Faktotum.....	42,00	40,00	36,00	33,00	36,00	29,50	32,00	28,50	30,50
Laboratoriumassistent—									
gedurende die eerste jaar ondervinding....	37,00	35,00	31,20	28,70	31,20	24,50	27,00	23,80	25,50
gedurende die tweede jaar ondervinding....	40,50	38,50	34,45	31,95	34,45	27,75	30,25	26,80	28,75
daarna.....	44,00	42,00	37,70	35,20	37,70	31,00	33,50	29,80	32,00
Arbeider—									
vrou.....	24,00	22,80	20,00	18,40	20,00	15,20	16,80	13,20	14,20
man—									
18 jaar of ouer.....	30,00	28,50	25,00	23,00	25,00	19,00	21,00	16,50	17,70
onder 18 jaar.....	22,50	21,40	18,75	17,25	18,75	14,25	15,75	12,35	13,25
Masjienfaktotum.....	46,00	44,00	40,00	37,00	40,00	32,00	34,00	30,00	32,00
Bediener van 'n mobiele hystoestel—									
gedurende die eerste drie maande ondervinding.....	34,00	32,20	28,00	25,80	28,00	21,50	23,75	18,60	20,00
daarna.....	36,00	34,20	30,00	27,60	30,00	22,80	25,20	19,75	21,20
Skofman.....	70,00	67,50	65,00	63,00	65,00	61,00	63,00	59,00	61,00
Spantoeshouder.....	39,00	37,00	33,00	30,00	33,00	26,50	29,00	24,20	26,00
Handelsreisiger—									
gedurende die eerste jaar ondervinding....	63,46	61,38	59,31	57,23	59,31	54,92	57,23	52,62	54,92
gedurende die tweede jaar ondervinding....	69,46	67,15	64,85	62,54	64,85	60,00	62,54	57,69	60,00
gedurende die derde jaar ondervinding....	75,46	72,92	70,38	67,85	70,38	65,08	67,85	62,77	65,08
gedurende die vierde jaar ondervinding....	81,46	78,69	75,92	73,15	75,92	70,15	73,15	67,85	70,15
daarna.....	87,46	84,46	81,46	78,46	81,46	75,23	78,46	72,92	75,23
Handelsreisiger se assistent.....	37,75	36,00	33,00	30,00	33,00	25,50	27,75	24,00	25,50
Wag.....	33,00	31,40	27,50	25,30	27,50	20,80	23,00	18,20	19,50
Werknemer nie uitdruklik in hierdie subklousule vermeld nie.....	33,00	31,40	27,50	25,30	27,50	20,80	23,00	18,20	19,50

3. REMUNERATION

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

(a) *Employees, other than casual employees:*

	In 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, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom	In the Magisterial Districts of Kuils River, Paarl, Pietermaritzburg, Somerset West, Stellenbosch and Strand	In the Magisterial Districts of Bloemfontein, East London, Kimberley, Uitenhage, Welkom and Worcester		In the Magisterial Districts of Kroonstad, Odendaalsrus, Potchefstroom, Virginia and Witbank		In all other areas	
				During the first 12 months after this Determination becomes binding	Thereafter	During the first 12 months after this Determination becomes binding	Thereafter	During the first 12 months 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
Artisan.....	87,00	84,00	81,00	78,00	81,00	75,00	78,00	73,00	75,00
Assistant foreman.....	73,00	70,50	68,00	65,50	68,00	63,00	65,50	61,00	63,00
Boiler attendant.....	33,00	31,40	27,50	25,30	27,50	20,80	23,00	18,20	19,50
Chargehand.....	33,00	31,40	27,50	25,30	27,50	20,80	23,00	18,20	19,50
Chauffeur.....	37,75	36,00	33,00	30,00	33,00	25,50	27,75	24,00	25,50
Chemical technician—									
during the first year of experience.....	56,40	55,50	54,00	52,00	54,00	50,80	52,80	49,00	51,00
during the second year of experience.....	62,00	60,75	59,00	57,00	59,00	55,50	57,50	53,50	55,50
during the third year of experience.....	67,60	66,00	64,00	62,00	64,00	60,20	62,20	58,00	60,00
during the fourth year of experience.....	73,20	71,25	69,00	67,00	69,00	64,90	66,90	62,50	64,50
during the fifth year of experience.....	78,80	76,50	74,00	72,00	74,00	69,60	71,60	67,00	69,00
during the sixth year of experience.....	84,40	81,75	79,00	77,00	79,00	74,30	76,30	71,50	73,50
thereafter.....	90,00	87,00	84,00	82,00	84,00	79,00	81,00	76,00	78,00
Clerk—									
female—									
during the first year of experience.....	33,92	32,31	27,69	25,38	27,69	21,92	23,77	20,77	21,92
during the second year of experience.....	38,08	36,23	31,15	28,62	31,15	24,92	27,00	23,54	24,92
during the third year of experience.....	42,23	40,15	34,62	31,85	34,62	27,92	30,23	26,31	27,92
during the fourth year of experience.....	46,38	44,08	38,08	35,08	38,08	30,92	33,46	29,08	30,92
thereafter.....	50,54	48,00	41,54	40,62	41,54	33,92	36,69	31,85	33,92
male—									
during the first year of experience.....	36,00	34,15	30,00	27,69	30,00	23,08	25,15	22,62	23,77
during the second year of experience.....	42,00	40,15	35,31	32,77	35,31	27,23	29,54	26,54	27,92
during the third year of experience.....	48,00	46,15	40,62	37,85	40,62	31,38	33,92	30,46	32,08
during the fourth year of experience.....	54,00	52,15	45,92	42,92	45,92	35,54	38,31	34,38	36,23
during the fifth year of experience.....	60,00	58,15	51,23	48,00	51,23	39,69	42,69	38,31	40,38
thereafter.....	66,00	64,15	56,54	53,08	56,54	43,85	47,08	42,23	44,54
Colour matcher, Paint maker, Pill or Tablet maker and Varnish maker—									
during the first year of experience.....	40,00	39,00	38,00	36,00	38,00	35,00	37,00	34,00	36,00
during the second year of experience.....	46,00	45,00	44,00	42,00	44,00	44,00	43,00	40,00	42,00
during the third year of experience.....	53,00	51,50	50,00	48,00	50,00	47,00	49,00	46,00	48,00
thereafter.....	60,00	58,00	56,00	54,00	56,00	53,00	55,00	52,00	54,00
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.....	34,50	33,00	30,00	27,00	30,00	23,00	25,00	21,60	23,00
(ii) exceeds 450 kg but not 2 700 kg.....	41,00	39,00	36,00	33,00	36,00	28,00	30,50	26,60	28,00
(iii) exceeds 2 700 kg but not 4 500 kg.....	47,50	45,00	42,00	39,00	42,00	33,00	36,00	31,60	33,00
(iv) exceeds 4 500 kg.....	54,00	51,00	48,00	45,00	48,00	38,00	41,50	36,60	38,00
Engine room attendant.....	33,00	31,40	27,50	25,30	27,50	20,80	23,00	18,20	19,50

	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, Kimp-ton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Vanderbijl-park, Vereeniging, Westonaria and Wonderboom	In the Magisterial Districts of Kuils River, Paarl, Pietermaritzburg, Somerset West, Stellenbosch and Strand	In the Magisterial Districts of Bloemfontein, East London, Kimberley, Uitenhage, Welkom and Worcester		In the Magisterial Districts of Kroonstad, Odendaalsrus, Potchefstroom, Virginia and Witbank		In all other areas	
				During the first 12 months after this Determination becomes binding	Thereafter	During the first 12 months after this Determination becomes binding	Thereafter	During the first 12 months 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
Factory clerk—									
during the first six months of experience	34,00	32,20	28,00	25,75	28,00	21,70	24,00	21,00	22,50
during the second six months of experience	36,20	34,30	30,00	27,75	30,00	23,30	25,75	22,60	24,25
thereafter.....	38,40	36,40	32,00	29,50	32,00	24,90	27,50	24,20	26,00
First-aid assistant.....	35,50	34,00	30,00	27,60	30,00	22,60	25,00	19,50	21,00
First-aid attendant.....	39,00	37,00	33,00	30,00	33,00	26,50	29,00	24,20	26,00
Foreman.....	90,00	87,00	84,00	81,00	84,00	78,00	81,00	76,00	78,00
Grade I employee—									
during the first six months of experience	31,80	30,20	26,50	24,40	26,50	20,00	22,25	17,50	18,75
during the second six months of experience	34,40	32,50	28,35	26,30	28,35	21,75	24,00	18,85	20,25
thereafter.....	37,00	35,00	30,70	28,20	30,70	23,50	25,75	20,20	21,75
Grade II employee.....	31,80	30,20	26,50	24,40	26,50	20,00	22,25	17,50	18,75
Handyman.....	42,00	40,00	36,00	33,00	36,00	29,50	32,00	28,50	30,50
Laboratory assistant—									
during the first year of experience.....	37,00	35,00	31,20	28,70	31,20	24,50	27,00	23,80	25,50
during the second year of experience.....	40,50	38,50	34,45	31,95	34,45	27,75	30,25	26,80	28,75
thereafter.....	44,00	42,00	37,70	35,20	37,70	31,00	33,50	29,80	32,00
Labourer—									
female.....	24,00	22,80	20,00	18,40	20,00	15,20	16,80	13,20	14,20
male—									
18 years of age or over.....	30,00	28,50	25,00	23,00	25,00	19,00	21,00	16,50	17,70
under 18 years of age.....	22,50	21,40	18,75	17,25	18,75	14,25	15,75	12,35	13,25
Machine handyman.....	46,00	44,00	40,00	37,00	40,00	32,00	34,00	30,00	32,00
Mobile hoist operator—									
during the first three months of experience	34,00	32,20	28,00	25,80	28,00	21,50	23,75	18,60	20,00
thereafter.....	36,00	34,20	30,00	27,60	30,00	22,80	25,20	19,75	21,20
Shiftsman.....	70,00	67,50	65,00	63,00	65,00	61,00	63,00	59,00	61,00
Team supervisor.....	39,00	37,00	33,00	30,00	33,00	26,50	29,00	24,20	26,00
Traveller—									
during the first year of experience.....	63,46	61,38	59,31	57,23	59,31	54,92	57,23	52,62	54,92
during the second year of experience.....	69,46	67,15	64,85	62,54	64,85	60,00	62,54	57,69	60,00
during the third year of experience.....	75,46	72,92	70,38	67,85	70,38	65,08	67,85	62,77	65,08
during the fourth year of experience.....	81,46	78,69	75,92	73,15	75,92	70,15	73,15	67,85	70,15
thereafter.....	87,46	84,46	81,46	78,46	81,46	75,23	78,46	72,92	75,23
Traveller's assistant.....	37,75	36,00	33,00	30,00	33,00	25,50	27,75	24,00	25,50
Watchman.....	33,00	31,40	27,50	25,30	27,50	20,80	23,00	18,20	19,50
Employee not specifically mentioned in this subclause.....	33,00	31,40	27,50	25,30	27,50	20,80	23,00	18,20	19,50

(b) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat—

(i) waar die werkgewer van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" beteken die weekloon wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

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

(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 Werkgewer 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 die volgende betaal:

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

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

Met dien verstande dat—

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

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

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

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

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

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

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

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

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

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

(i) waar die enjinkapasiteit van die voertuig waarmee die werknemer aldus gereis het hoogstens 1 300 cm³ is: 10c;

(ii) waar die enjinkapasiteit van sodanige voertuig meer as 1 300 cm³ maar hoogstens 2 500 cm³ is: 12c;

(iii) waar die enjinkapasiteit van sodanige voertuig meer as 2 500 cm³ is: 14c.

(b) *Casual employee.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that—

(i) where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class;

(ii) where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent in respect of that day.

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

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

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

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

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

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

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

Provided that—

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

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

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

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

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

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

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

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

(a) a traveller who uses his employer's motor transport or who is required to travel by train or any other means of conveyance than his own, his employer shall reimburse him all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purposes of this subclause the cost of overnight garaging of motor transport shall be deemed to be a transport expense;

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

(i) where the engine capacity of the vehicle in which the employee so travelled does not exceed 1 300 cm³: 10c;

(ii) where the engine capacity of such vehicle exceeds 1 300 cm³ but not 2 500 cm³: 12c;

(iii) where the engine capacity of such vehicle exceeds 2 500 cm³: 14c.

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

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

(i) 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) '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 werkgewer se bedryfsinrigting afwesig is, moet sy werkgewer hom—

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

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

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

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

(iii) in die geval van 'n eis ingevolge subklousule (6), die tyd waarop elke tydperk van afwesigheid begin en geëindig het; en ten einde sy handelsreisiger in staat te stel om aan so 'n vereiste te voldoen, moet die werkgewer, voordat sodanige reis deur sodanige handelsreisiger onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word.

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 tydstop waarvoor 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 verseëlde koevert of houër 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 klas;

(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 werknemers 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;

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

(a) a traveller who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—

(i) reimburse him all reasonable expenses incurred by him for any meals and teas for himself during each such period of absence not extending over a night;

(ii) pay him a subsistence allowance of not less than R12 for each night where such absence extends over one or more nights;

(b) a traveller's assistant who, accompanying a traveller on any journey undertaken by the traveller in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—

(i) reimburse him all reasonable expenses incurred by him for any meals and teas for himself during each such period of absence not extending over a night;

(ii) pay him a subsistence allowance of not less than R5,50 for each night where such absence extends over one or more nights;

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

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

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

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

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

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

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

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 payroll and his class;

(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;

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 (1) (a) van die werkerebepalings uitgesluit is nie.

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

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

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

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

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

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

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

(c) enige bedrag wat 'n werkgewer regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;

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

	Per week	Per maand
	R	R
(i) Kos.....	2,00	8,67
(ii) Inwoning.....	1,00	4,33
(iii) Kos en inwoning.....	3,00	13,00;

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

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

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

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

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

(i) 'n paaient 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 verskaf is deur bemiddeling van sodanige organisasie uitsluitlik of gedeeltelik uit fondse wat vir daardie doel voorgeskiet is deur die Departement van Gemeenskapsbou, 'n bougenootskap of 'n plaaslike owerheid.

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

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

(a) With the written consent of his employee, a deduction for holiday, sick benefit, medical aid, 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 Blacks (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:

	Per week	Per month
	R	R
(i) Board.....	2,00	8,67
(ii) Lodging.....	1,00	4,33
(iii) Board and lodging.....	3,00	13,00;

(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, 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 building society or a local authority.

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

(1) *Gewone werkure.*—'n Werkgever mag nie van 'n werknemer, uitgesonderd 'n deurlopende proseswerker 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 enigen van die ander dae tot agt en 'n half verleng kan word;

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

(i) 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 deurlopendeproseswerker vir elke gewone werkuur wat hy bo en behalwe 46 in 'n week werk, betaal moet word teen 'n skaal van minstens een en 'n derde maal sy gewone loon, maar hierdie voorbehoudsbepaling is nie van toepassing op 'n deurlopendeproseswerker wat gewoonlik 'n werkweek van vyf dae het nie;

(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 hoogstens 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) 'n Werkgever mag nie van 'n los werknemer vereis of hom toelaat om meer gewone werkure as agt en 'n half op 'n dag te werk nie.

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

(b) Elke werkgever wat deurlopendeproseswerkers in diens neem, moet voor die aanvang van elke skofsiklus op 'n opvallende plek op sy perseel wat hy moet bepaal, 'n kennisgewing of 'n diensrooster opplak waarin die skofte wat elke sodanige werknemer gedurende die daaropvolgende skofsiklus sal moet werk en die vry periodes van elke sodanige werknemer aangedui word. Die werkgever moet sodanige kennisgewing of diensrooster vir 'n tydperk van minstens drie jaar na die datum daarvan bewaar. Indien so 'n kennisgewing of diensrooster nie vertoon word nie, word die vry periode van elke sodanige werknemer geag te begin om middernag op Saterdag.

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

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

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

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

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 a 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 a 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 a 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) An employer shall not require or permit a casual employee to work more ordinary hours of work than eight and a half on any day.

(4) *Free periods.*—(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) Every employer who employs continuous process workers shall, prior to the commencement of each shift cycle, display 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 not less than 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.

(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 Utilisation, for his area, in writing of such agreement, the interval may be so reduced;

(ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) or (vi) applies, shall be deemed to be continuous;

(iii) if such interval be longer than one hour except when proviso (iv) applies any period in excess of one and a quarter hours shall be deemed to be time worked;

(iv) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik persele skoonmaak, waar sodanige pouse langer as drie uur is, enige tyd wat daardie pouse te bowe gaan, geag word deel van die gewone werkure uit te maak;

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

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

(vii) '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;

(viii) sodanige pouse nie aan 'n deurlopendeproseswerker of 'n skofwerker 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 Fabrieke, Masjinerie en Bouwerk, 1941, gepubliseer is.

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

(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 oortydwerk hoogstens 10 uur in enige week is;

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

(e) op meer as 60 dae in 'n jaar oortyd te werk nie;

(f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd te werk nie tensy hy—

(i) sodanige werknemer voor die middag kennis daarvan gegee het; of

(ii) sodanige werknemer van 'n toereikende ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of

(iii) sodanige werknemer minstens 60c 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 teen 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 handelsreisiger of 'n handelsreisiger se assistent;

(iv) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik persele skoonmaak, waar sodanige pouse langer as drie uur is, enige tyd wat daardie pouse te bowe gaan, geag word deel van die gewone werkure uit te maak;

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

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

(vii) '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;

(viii) sodanige pouse nie aan 'n deurlopendeproseswerker of 'n skofwerker 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 Fabrieke, Masjinerie en Bouwerk, 1941, gepubliseer is.

(6) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each first work period and second work period of the day, and during such interval 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 an employee to work overtime for more than—

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

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

(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 or more than five days a week;

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

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

(e) overtime on more than 60 days in any year;

(f) overtime after completion of her ordinary hours of work for more than one hour on any day unless she has—

(i) before midday given notice thereof to such employee; or

(ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or

(iii) paid such employee not less than 60c 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 a 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 a 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 traveller or a traveller's assistant;

(ii) 'n voorman, 'n senior bestuurs- of administratiewe werknemer of 'n tegniiese 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, Westonaria en Wonderboom;

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

Natal—die landdrosdistrikte Durban, Inanda, Pinetown en Pietermaritzburg;

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

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

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

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

Natal—die landdrosdistrikte Camperdown, Dannhauser, Dundee, Eshowe, Estcourt, Glencoe, Kliprivier, Lionsrivier, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Port Shepstone en Umzinto;

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

(ac) minstens R500 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 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 of op 'n chauffeur nie.

(c) Subklousule (6) is nie van toepassing op 'n ketelbediener, 'n eerstehulpassistent, 'n eerstehulpbediener, 'n drywer van 'n motorvoertuig, 'n arbeider wat op 'n afleweringsvoertuig behulpsaam is, 'n deurlopendeproseswerker, 'n skofwerker of 'n arbeider wat die vuur in 'n ketel in stand hou nie.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom verlof soos volg toestaan en moet die werknemer sodanige verlof neem:

(a) In die geval van 'n handelsreisiger, 'n handelsreisiger se assistent of 'n wag, 21 agtereenvolgende dae;

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

en moet hy sodanige werknemer ten opsigte van sodanige verlof die volgende 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 ooreenkomstige ingevolge klousule 9 (7) aan hom betaalbaar is ten opsigte van die 12 maande onmiddellik voor die datum waarop die verlof hom toekom,

(ii) a foreman, a senior managerial or administrative employee or a technical or professional employee if and for so long as such an employee is in receipt of a regular wage at a rate of—

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

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

Cape Province—the Magisterial Districts of Bellville, Goodwood, Paarl, Simonstown, The Cape and Wynberg and the municipal areas of East London, Kimberley, Kuils River, 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 per month 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) Subclauses (5), (6), (7) and (8) shall not apply to an employee while he is engaged on emergency work, or to a chauffeur.

(c) Subclause (6) shall not apply to a boiler attendant, a first-aid assistant, a first-aid attendant, a driver of a motor vehicle, a labourer assisting on a delivery vehicle, a continuous process worker, a shift worker or a labourer maintaining a fire in a boiler.

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

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 toegestaan en geneem word op 'n tyd wat die werkgewer bepaal: Met dien verstande dat—

(i) as sodanige verlof nie eerder verleen is nie, dit, behoudens subklousule (3), so verleen moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet verleen met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

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

(aa) siekteverlof 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, in enige jaar, van hoogstens 10 weke;

(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, Gelofte van Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;

(iv) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom 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 oploop: 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.

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

(a) in die geval van 'n werknemer in subklousule (1)

(a) bedoel, een vierde van die weekloon; en

(b) in die geval van 'n werknemer in subklousule (1)

(b) bedoel, een sesde van die weekloon;

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van 'n tydperk van geleentheidsverlof wat hy op die skriftelike versoek van 'n werknemer met volle besoldiging aan die 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 kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of

52 or, if he has had less than 12 months of such employment, by dividing the total remuneration so payable to him during his period of such employment by the number of completed weeks in such period;

(ii) the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section 20 (5) of the Factories, Machinery and Building Work Act, 1941.

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

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

(ii) the period of leave shall not be concurrent with—

(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 (6) (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, Day of the Covenant or Christmas Day falls within the period of such leave, another work-day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

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

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

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

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

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

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

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

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

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

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of occasional leave granted to an employee on full pay at his written request: Provided further that, subject to clause 12 (4), an employee—

(i) who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

(ii) wat sy diens sonder 'n regsgeldige rede verlaat; of
(iii) wat sonder kennisgewing deur sy werkgever 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 werkgever '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 (6) (a) of (b);

(iii) op las of versoek van sy werkgever, en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke; 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 dienstydsperk 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 werkgever 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 werkgever 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 werkzaam 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 werkgever betaal word op die grondslag in subklousule (5) vermeld, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting of gedeelte van die bedryfsinrigting, na gelang van die geval, aldus sluit.

7. SIEKTEVERLOF

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

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

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

gedurende elke siklus van 24 agtereenvolgende maande diens by hom, plus enige siekteverlof wat ingevolge subklousule (4) opgeloop het, 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

(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 (6) (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 undergoing military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service,

and 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 part 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 part 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 his employment shall be deemed to commence on the date of such closing of the establishment or part 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, plus any sick leave accumulated in terms of subclause (4) 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

met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(ii) 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 werkdag; of
- (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goede Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag; of
- (c) op die werkdag onmiddellik na die Maandag wat volg op Nuwejaarsdag, Republiekdag, Geloftedag of Kersdag, telkens wanneer hierdie vakansiedae op 'n Sondag val;

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 siklus 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 siklus 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) 'n Werkgewer moet toelaat dat 'n werknemer wat minstens vier jaar diens by hom voltooi het, een helfte van enige siekteverlof wat hy nie gedurende die voorafgaande tweejaar-siekteverlofsiklus geneem het nie, oordra na sy derde tweejaar-siekteverlofsiklus en dat hy daarna ten opsigte van elke tweejaar-siekteverlofsiklus een helfte van die 20 of 24 dae siekteverlof, na gelang van die geval, wat nie gedurende daardie siklus ingevolge subklousule (1) toegestaan of geneem is nie, laat oploop. Enige siekteverlof wat aldus opgeloopt het en wat nie gedurende enige latere tweejaar-siekteverlofsiklus of -siklusse geneem word nie moet oorgedra word na die eersvolgende tweejaar-siekteverlofsiklus: Met dien verstande dat die totale tydperk van siekteverlof wat vir so 'n werknemer beskikbaar is gedurende enige enkele siekteverlofsiklus hoogstens 60 dae mag wees: Voorts met dien verstande dat alle siekteverlof in elke siekteverlofsiklus in die eerste plek toegestaan moet word uit die 20 of 24 dae siekteverlof, na gelang van die geval, en slegs nadat alle sodanige dae verlof geneem is, moet siekteverlof toegestaan word uit enige beskikbare opgehoopte siekteverlof.

(5) 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 van sy werk 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 dienstydsperk as diens te eis nie;

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

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;

(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, Day of the Covenant or Christmas Day; or

(c) on the work-day immediately succeeding the Monday following New Year's Day, Republic Day, Day of the Covenant or Christmas Day whenever these days fall on a Sunday;

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) An employer shall permit an employee who has completed not less than four years' employment with him, to carry forward into his third two-years' sick leave cycle one half of any sick leave not taken during the preceding two-year cycle and thereafter to accumulate, in respect of every two-year sick leave cycle, one half of the 20 or 24 days' sick leave, as the case may be, not granted and taken in terms of subclause (1) during that cycle. Any sick leave thus accrued and not taken during any subsequent two-year sick leave cycle or cycles shall be carried into the next succeeding two-year cycle: Provided that the total period of sick leave available to such employee during any one sick leave cycle shall not exceed 60 days: Provided further that in each sick leave cycle all sick leave shall in the first place be granted from the 20 or 24 days' sick leave, as the case may be, and only after all such days have been taken shall sick leave be granted from any available accumulated sick leave.

(5) 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 the 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 skadeloosstelling kragtens die Ongevalwet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

(6) Hierdie klousule is nie van toepassing nie—

(a) op 'n werknemer op wie se skriftelike versoek sy werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat aan die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdade, na gelang van die geval, in elke siklus van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande wat die werknemer bydraes betaal, verlaag kan word maar tot minstens die aanwaskoers in die eerste voorbehoudsbepaling van subklousule (1) vermeld;

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

8. OPENBARE VAKANSIEDAE EN SONDAE

(1) Behoudens klousules 4 (6) en 6 (2), moet 'n werkgever aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk nie, of aan 'n werknemer wat, wanneer Nuwejaarsdag, Republiekdag, Geloftedag of Kersdag op 'n Sondag val, nie op die Maandag onmiddellik na so 'n Sondag 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, of wanneer Nuwejaarsdag, Republiekdag, Geloftedag of Kersdag op 'n Sondag val en 'n werknemer op die Maandag onmiddellik na so 'n Sondag 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 daar van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag word dat hy vier uur gewerk het.

(3) Wanneer 'n werknemer, uitgesonderd 'n 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 toestaan 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 mag meebring wat die besoldiging in hierdie subklousule voorgeskryf, te bowe sal gaan nie.

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

(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.

(6) 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, Day of the Covenant or Christmas Day, or whenever New Year's Day, Republic Day, Day of the Covenant or Christmas Day falls on a Sunday and an employee does not work on the Monday immediately following such Sunday, his employer shall pay him for the week in which such day falls not less than his weekly wage.

2. Whenever an employer works on New Year's Day, Good Friday, Ascension Day, Republic Day, Day of the Covenant or Christmas Day, or whenever New Year's Day, Republic Day, Day of the Covenant or Christmas Day falls on a Sunday and an employee works on the Monday immediately following such Sunday, 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 a 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 a 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) 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, moet daar geag word dat die hele skof gewerk is op die dag waarop die grootste gedeelte van sodanige skof val.

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

- (a) op 'n werknemer wat ingevolge klousule 5 (11) (a) van die werkurebepalings uitgesluit is;
- (b) op 'n los werknemer 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 die volgende 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 vervat 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 Vasstelling: 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 waaroor hulle ooreengekom het: Met dien verstande dat, ongeag die getal of waarde van die bestellings wat die werkgewer aanvaar, die besoldiging van so 'n handelsreisiger vir elke tydperk nie minder mag wees nie as dié wat ingevolge klousule 3 (1) vir daardie tydperk aan hom verskuldig sou wees.

(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 part of such shift falls.

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

- (a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (11) (a);
- (b) a casual employee 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 rate 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 be not less than that which would be due to him for that period in terms of clause 3 (1).

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

10. VERBOD OP INDIENSNEMING

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer. Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende klere te was of te was en te stryk, en in so 'n geval moet die werkgewer so 'n werknemer 'n toelae van minstens 40c per week betaal.

12. BEËINDIGING 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, die volgende 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 waaroor daar ooreengekom is.

(3) Die kennisgewing by subklousule (1) voorgeskryf, kan op enige werkdag geskied: Met dien verstande dat—

(i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of enige tydperk van militêre opleiding of diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 of weens ongeskiktheid in die omstandighede in klousule 7 (6) (a) of (b) uiteengesit van altesaam hoogstens 10 weke in 'n bepaalde jaar kennis gegee mag word nie.

(4) Ondanks andersluidende bepalings in hierdie Vasstelling mag 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgewer te betaal in plaas van

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

10. PROHIBITION OF EMPLOYMENT

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee, and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash or wash and iron any such uniform, overall or protective clothing, in which event the employer shall pay such employee an allowance of not less than 40c 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) shall be given on any work-day: Provided that—

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

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (6) (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

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 toegeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (5) geag word dat die werknemer die werkgewer betaal het in plaas van kennis te gee.

13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgewer by beëindiging van enige dienskontrak die werknemer voorsien van 'n dienssertifikaat wesenlik in die volgende vorm 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 Chemiese en Verwante Produktenwerheid 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 R.....
 per week/maand (a).

(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.

14. LOGBOEK

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

DAAGLIKSE LOG

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

(Handtekening van drywer van motorvoertuig)

Datum.....

(2) Elke 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.

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

I. J. CLAASSENS, Voorsitter.

P. DUBBELMAN, Lid.

V. VENTER, Sekretaris.

Pretoria, 16 Mei 1979.

himself, from any moneys which he owes to such employee by virtue of any provisions of this Determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, the employee shall for the purposes of clause 6 (5) be deemed to have paid the employer in lieu of notice.

13. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the ground of desertion or where the employee is a casual employee, the employer shall, upon termination of any contract of employment, furnish the employee with a certificate of service substantially in the following form, showing the full names of the employer and of the employee, the 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 Chemical and Allied Products 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 R.....
 per week/month (a).

(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.

14. LOG-BOOK

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

DAILY LOG

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

(Signature of driver of motor vehicle)

Date.....

(2) Every driver of a motor vehicle shall, in the log-book referred to in subclause (1), keep a daily log in duplicate in respect of each day's work and shall within 24 hours of the completion of the day's work to which it relates deliver a copy thereof to his employer.

(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.

I. J. CLAASSENS, Chairman.

P. DUBBELMAN, Member.

V. VENTER, Secretary.

Pretoria, 16 May 1979.

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