



# STAATSKOERANT

## VAN DIE REPUBLIEK VAN SUID-AFRIKA

### REPUBLIC OF SOUTH AFRICA

# GOVERNMENT GAZETTE

REGULASIEKOERANT No. 2870

PRYS + 1c AVB 20c PRICE + 1c GST

REGULATION GAZETTE No. 2870

As 'n Nuusblad by die Poskantoor Geregistreer

BUITELANDS 30c ABROAD

Registered at the Post Office as a Newspaper

POSVRY · POST FREE

Vol. 171]

PRETORIA, 21 SEPTEMBER 1979

[No. 6666

**GOEWERMENTSKENNISGEWINGS****DEPARTEMENT VAN MANNEKRAG-BENUTTING**

No. R. 2058

21 September 1979

LOONWET, 1957

LOONVASSTELLING 386

**ROOMYSNYWERHEID, SEKERE GEBIEDE**

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

**BYLAE****1. GEBIED EN OMVANG VAN DIE VASSTELLING**

Hierdie Vasstelling is van toepassing op alle werknemers, uitgesonderd bestuurders en verkopers, en op die werkgewers van sodanige werknemers in die Roomysnywerheid in die volgende gebiede:

*Kaapprovinsie*.—Die landdrostdistrikte Bellville, Die Kaap, George, Goodwood, Kimberley, Oos-Londen, Port Elizabeth, Simonstad, Somerset-Wes, Uitenhage en Wynberg;

*Natal*.—Die landdrostdistrikte Durban, Inanda, Pietermaritzburg en Pinetown;

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

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

**2. WOORDOMSKRYWING**

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

(1) "ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie omskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het

**GOVERNMENT NOTICES****DEPARTMENT OF MANPOWER UTILISATION**

No. R. 2058

21 September 1979

WAGE ACT, 1957

WAGE DETERMINATION 386

**ICE-CREAM MANUFACTURING INDUSTRY, CERTAIN AREAS**

By direction of the Minister of Manpower Utilisation it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Ice-cream Manufacturing Industry, Certain Areas, and has fixed the second Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

**SCHEDULE****1. AREA AND SCOPE OF DETERMINATION**

This Determination shall apply to all employees, other than managers and vendors, and to the employers of such employees in the Ice-cream Manufacturing Industry in the following areas:

*Cape Province*.—The Magisterial Districts of Bellville, East London, George, Goodwood, Kimberley, Port Elizabeth, Simonstown, Somerset West, The Cape, Uitenhage and Wynberg;

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

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

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

**2. DEFINITIONS**

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

(1) "artisan" means an employee who is engaged in work normally performed by a skilled artisan, and for the purposes of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated

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

(1) Op afleweringvoertuie help, uitgesonderd sodanige voertuie dryf of herstelwerk daaraan doen;

(2) 'n ambagsman bystaan deur artikels of gereedskap vas te hou of op enige ander wyse saam met hom te werk, uitgesonderd deur die onafhanklike gebruik van gereedskap;

(3) goedere met die hand dra, optel, opstapel, versit, laai of aflaai, uitgesonderd in 'n koelkamer;

(4) persele, installasie, masjinerie, gereedskap, gerei, meubels of ander artikels skoonmaak of was;

(5) materiaal nagaan en in 'n sjokoladeketel voer en die regte temperatuur in stand hou;

(6) boodskappe of artikels in 'n bedryfsinrigting aflewer of bymekaarmaak;

(7) gebreke of defektiewe bevrore banket met die hand uit die gietvorms van 'n vriesmasjien haal of bevrore banket wat deur sodanige masjien oorgeslaan word, uithaal;

(8) onder toesig bestanddele in mengkuipie voer;

(9) stokkies of papiersakkies in die bedienoutomaat van 'n vriesmasjien voer of stokkies insteek in die gietvorms wat sodanige bedienoutomaat oorgeslaan het;

(10) roomvshorings, -koppies, -kartonne of ander -houers vul;

(11) tuinmaak;

(12) roomysblokkies stuur in kanale wat na die toedraai-masjien lei;

(13) geboue of strukture afwit of ontsmet;

(14) tee of soortgelyke drankie maak of tee of soortgelyke drankie aan werknemers of aan hul werkgewer bedien;

(15) nie-kragaaangedrewe voertuie olie of smeer;

(16) dose, sakke, bale, blikke, kartonne of ander houers oon- of toemaak;

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

(18) 'n handhystoel bedien;

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

(20) gespesifiseerde getalle artikels in houers verpak;

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

(22) voertuie stoot of trek, uitgesonderd deur middel van 'n kragtoestel;

(23) klaargesnyde karton- of veselborddose of soortgelyke houers met die hand opstel;

(24) pos sorteer of uitdeel of boodskappe of artikels te voet of met 'n nie-kragaaangedrewe fiets of driewiel buitekant sy werkgewer se bedryfsinrigting aflewer of bymekaarmaak;

(25) konfyt of sous smeer;

(26) bevrore banket of roomys bestrooi;

(27) artikels met die hand toedraai; (27)

(3) "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)

(4) "bediener van 'n mobiele hystoel" 'n werknemer wat 'n kragaaangedrewe mobiele hystoel of 'n vrkhuyswa bedien wat by die laai, aflaai, versit of opstapel van goedere gebruik word; (33)

(5) "bedryfsinrigting" 'n perseel of gedeelte daarvan in verband waarmee een of meer werknemers in die Roomysnywerheid in diens is; (17)

(6) "bestuurder" 'n werknemer wat deur sy werkgewer 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; (32)

(7) "chauffeur" 'n werknemer wat 'n motorvoertuig dryf wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgewer of van personeel, klante of besoekers en waarmee ook dokumente of pakette vervoer mag word; (6)

(8) "chemitegnikus" 'n werknemer wat chemiese werk verrig; (7)

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; (3)

(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 and draw the fire in such boiler; (18)

(4) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (23)

(5) "chargehand" means an employee who, under the general supervision of a foreman or an assistant foreman, is in charge of a group of labourers; (31)

(6) "chauffeur" means an employee who is engaged in driving a motor vehicle which is intended to carry passengers and used for the conveyance of his employer or of staff, clients or visitors and which may be used for the conveyance of documents or parcels; (7)

(7) "chemical technician" means an employee who is engaged in chemical work; (8)

(8) "chemical work" means the performance of chemical manipulations, the devising or adjusting of the formulae of substances, or the analytical control of the chemical procession of raw materials or semi-manufactured or finished products; (9)

(9) "clerk" means an employee who is engaged in writing, typing, filing, operating a punch card or calculating machine, 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; (19)

(10) "commission work" means any system under which a vendor supervisor's or driver-salesman's remuneration is calculated on the value of ice cream, sherbet, water ices or frozen confectionery sold or supplied by such employee for resale; (20)

(11) "day" means the period of 24 hours from midnight to midnight: Provided that in the case of a shift worker, it shall mean a period of 24 hours reckoned from the time such an employee commences work; (10)

(12) "despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, packing, marking, mass-measuring, addressing or despatching of goods or packages; (43)

(13) "driver of a motor vehicle" means an employee, other than a chauffeur, driver-salesman or representative, 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; (11)

(14) "driver-salesman" means an employee who is engaged in driving a motor vehicle, who sells products from such vehicle for resale and who is responsible for the stock on such vehicle and the cash received by him in respect of such sales and who, in addition, may canvass for orders and display advertising material; (12)

(15) "driver-salesman's assistant" means an employee who accompanies a driver-salesman on his rounds and who assists him in loading or off-loading or stacking goods into customers' refrigerators, and who may assist him in displaying advertising material; (13)

(16) "emergency work" means—

(a) any work which, owing to the 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;



(9) "chemiese werk" die verrigting van chemiese manipulasies, die opstel of aanpassing van die formules van stowwe, of die analitiese beheer van die chemiese verwerking van grondstowwe of halfvervaardigde of afgewerkte produkte; (8)

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

(11) "drywer van 'n motorvoertuig" 'n werknemer, uitgesonderd 'n chauffeur, drywer-verkoopsman of verteenwoordiger, wat 'n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat dit uitdrukking "n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf; (13)

(12) "drywer-verkoopsman" 'n werknemer wat 'n motorvoertuig dryf, wat produkte vanuit so 'n voertuig verkoop vir herverkoop en wat verantwoordelik is vir die voorrade op sodanige voertuig en die kontant wat hy ten opsigte van sodanige verkope ontvang, en wat daarbenewens bestellings mag werf en advertensiemateriaal mag vertoon; (14)

(13) "drywer-verkoopsman se assistent" 'n werknemer wat 'n drywer-verkoopsman op sy rondtes vergesel en wat hom help om goedere op of af te laai of om goedere in klante se koelkaste te stapel, en wat hom mag help met die vertoon van advertensiemateriaal; (15)

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

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

wat 'n eerstehulpbediener by die uitvoering van sy pligte behulpzaam is en wat gedurende sy afwesigheid namens hom kan waarneem; (20)

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

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

en wat in beheer van 'n eerstehulpkamer is; (21)

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

- (1) Bestellings volgens fakture of bestelvorms byeenbring;
- (2) telefoniese bestellings van klante ontvang of fakture uitmaak;
- (3) presensieregisters nagaan of besonderhede opteken van werknemers wat werk of afwesig is of van die tyd wat werknemers aan ander take bestee;
- (4) besonderhede van goedere wat ontvang of uitgereik is, nagaan of opteken, of voorraadregisters hou;
- (5) fabrieksdokument met die hand kopieer;
- (6) fabrieksdokumente liasseer, sorteer of andersins versorg;
- (7) Bantoe- of Indiërtale tolk of vertaal;
- (8) passe, dienssertifikate of tydkaarte uitreik;
- (9) 'n optelmasjien in die loop van sy pligte as fabrieksklerk bedien;
- (10) loon- of tydkaarte voorberei vir latere gebruik deur 'n klerk;
- (11) goedere of uitrusting in 'n gereedskapskamer ontvang of uitreik en besonderhede van sodanige ontvangste of uitreikings opteken;
- (12) lotnommers, die inhoud of verwysingsnommers van kartonne, houers of pakkette opteken;
- (13) besonderhede van jaarlikse of siekteverlof opteken;
- (14) die indiensneming, ontslag of bedanking van werknemers opteken, insluitende enige nodige inskrywings in die werknemers se persoonlike lêers of dokumente maak of dienssertifikate voorberei;
- (15) lyste van produksiesyfers maak;
- (16) kaartjies of etikette stempel of uitskryf;
- (17) toesig hou oor die aflaai van goedere;
- (18) voorraadkaarte bywerk;
- (19) vrag of afleweringsbriewe of verpakkingstrokies uitskryf; (19)

(17) "faktotum" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, en wat ook kleinere herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (25)

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

(iv) perishable products from vehicles, for the purpose of storage against deterioration; (29)

(17) "establishment" means any premises or portion thereof in connection with which one or more employees are employed in the Ice-cream Manufacturing Industry; (5)

(18) "experience" means, in relation to—

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

(b) any other class of employee, the total period or periods of employment which an employee has had in his class in the Ice-cream Manufacturing Industry; (32)

(19) "factory clerk" means an employee, who, under the general supervision of a foreman, assistant foreman or qualified clerk, is engaged in performing one or more of the following duties:

- (1) Assembling orders according to invoices or order forms;
- (2) accepting telephonic orders from customers or preparing invoices;
- (3) checking attendance records or recording particulars of employees at work or absent or the time spent by employees on other tasks;
- (4) checking or recording particulars of goods received or issued, or keeping stock records;
- (5) copying factory documents by hand;
- (6) filing, sorting or otherwise attending to factory documents;
- (7) interpreting or translating Bantu or Asian languages;
- (8) issuing passes, certificates of service or time cards;
- (9) operating an adding machine in the course of his duties as a factory clerk;
- (10) preparing wage or time cards for subsequent use by a clerk;
- (11) receiving or issuing goods or equipment in a tool-room and recording particulars of such receipts or issues;
- (12) recording batch numbers, contents or reference numbers of cartons, containers of packages;
- (13) recording particulars of annual or sick leave;
- (14) recording the engagement, discharge or resignation of employees, including the making of any necessary entries in the employees' personal files or documents or preparing service certificates;
- (15) scheduling production figures;
- (16) stamping or writing tickets or labels;
- (17) supervising the off-loading of goods;
- (18) writing up stock cards;
- (19) writing out consignment or delivery notes or packing slips; (16)
- (20) "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; (14)

(21) "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;

and who is in charge of a first-aid room; (15)

(22) "foreman" means an employee who is in charge of the employees in an establishment or a section of an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (45)

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

- (1) Attending to the pasteurising process and maintaining the correct temperatures;
- (2) mass-measuring of articles for control purposes and recording results;
- (3) mass-measuring or assembling ingredients for batch mixes according to specified formulae, or preparing jams or sauces, under supervision;
- (4) operating a wrapping or packaging machine;
- (5) operating a brick and tub filling machine;
- (6) operating a freezing machine;
- (7) operating a cone or cup filling machine; (47)

(18) "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 en uithaal; (3)

(19) "klerk" 'n werknemer wat skryf-, tik- of liasseerwerk verrig, 'n ponskaart- of rekenmasjien bedien of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, magasynman, versendingsklerk en 'n telefoonskakelbordopereur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (9)

(20) "kommissiewerk" enige stelsel waarvolgens 'n toesig-houdende verkoper of drywer-verkooopsman se besoldiging bereken word volgens die waarde van roomys, sorbet, waterys of bevrore banket wat deur sodanige werknemer verkoop of vir herverkoop verskaf word; (10)

(21) "korttyd" 'n tydelike vermindering van die getal gewone werkers weens 'n slapte in die bedryf, 'n tekort aan grondstowwe of 'n onklaarraking van masjinerie of installasie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (41)

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

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

(ii) die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; (48)

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

(24) "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; (42)

(25) "masjienbediener" 'n werknemer wat 'n kragmasjien bedien, daarvoor toesig hou, dit aan- of afskakel, wat die werk wat deur die masjien gedoen word noukeurig ondersoek of nagaan, wat geringe verstellings aan die masjien mag doen terwyl dit aan die gang is en wat so 'n masjien mag voer en daarvan mag afneem, en die uitdrukking "n masjien bedien" het 'n ooreenstemmende betekenis; (31)

(26) "masjienfaktotum" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (30)

(27) "motorvoertuig" 'n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere, en omvat dit ook 'n voorhaker en 'n trekker maar nie 'n mobiele hystoestel of vorkhefswa nie; (34)

(28) "nagskof" enige werkdag waarvan die grootste gedeelte tussen 20h00 en 06h00 val; (35)

(29) "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 word 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 aflaai van—

(i) skepe;

(ii) spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens;

(iii) voertuie wat deur 'n vervoerkontraakteur gebruik word by die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens;

(iv) bederfbare produkte vanuit voertuie ten einde dit teen bederf op te berg; (16)

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

(1) Collecting samples or media for biological analysis under supervision of a chemical technician, and who may maintain the pressure in an autoclave;

(2) dismantling or assembling pipelines for cleaning or sterilising;

(3) first-aid assistant;

(4) greasing or oiling plant, machinery or vehicles, including motor vehicles, under supervision;

(5) inspecting products for quality and reporting defects;

(6) repairing non-power-driven bicycles or tricycles; (48)

(25) "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; (17)

(26) "Ice-cream Manufacturing Industry" means the Industry in which employers and employees are associated in establishments which are registered or liable to registration in terms of the Factories, Machinery and Building Work Act, 1941, for the purpose of manufacturing ice-cream, sherbet, water ices or frozen confectionery, and includes all operations incidental thereto or consequent thereon, and further includes the sale, delivery or distribution from any premises whatsoever of any one or more of the products mentioned above if such sale, delivery or distribution is carried on by the manufacturer thereof; (35)

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

(1) Assisting on delivery vehicles, excluding driving or making repairs;

(2) assisting an artisan by holding articles or tools, or otherwise working with him other than by the independent use of tools;

(3) carrying, lifting, stacking, moving, loading or unloading goods by hand;

(4) cleaning or washing premises, plant, machinery, tools, utensils, furniture or other articles;

(5) checking and feeding material to chocolate kettle and maintaining the correct temperature;

(6) delivering or collecting messages or articles within an establishment;

(7) extracting, by hand, broken or defect frozen confectionery from moulds of a freezing machine or extracting frozen confectionery missed by such machine;

(8) feeding ingredients into mixing tanks under supervision;

(9) feeding sticks or paperbags into dispenser of a freezing machine or placing sticks into moulds missed by such dispenser;

(10) filling cones, cups, cartons or other containers;

(11) gardening work;

(12) guiding brickettes into channel leading to wrapping machine;

(13) lime-washing or disinfecting buildings or structures;

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

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

(16) opening or closing boxes, bags, bales, tins, cartons or other containers;

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

(18) operating a hand hoist;

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

(20) packing specified numbers of articles into containers;

(21) putting articles into or taking them off from a moving belt or platform;

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

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

(24) sorting or distributing mail or delivering or collecting messages or articles on foot or non-power-driven bicycle or tricycle outside his employer's establishment;

(25) spreading jams or sauces;

(26) sprinkling frozen confectionery or ice-cream;

(27) wrapping articles by hand; (2)

(28) "law" includes the common law; (49)



(30) "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; (45)

(31) "onderbaas" 'n werknemer wat onder algemene toesig van 'n voorman of assistent-voorman aan die hoof van 'n groep arbeiders staan; (5)

(32) "ondervinding", met betrekking tot—

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

(b) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Roomysnywerheid werksaam was; (18)

(33) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgever werk en wat langer is as die onderskeie gewone werkure by klousule 5 (1) of (2) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk waarin 'n werknemer wie se gewone werkure by klousule 5 (1) voorgeskryf word, op 'n Sondag vir sy werkgever werk nie; (36)

(34) "plaaslike bestuur" enige stadsraad, afdelingsraad, munisipale raad, dorpsraad, dorpsbestuursraad en enige soortgelyke instelling of liggaam in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961) beoog, met inbegrip van enige Administrasieraad ingestel ingevolge artikel 2 van die Wet op die Administrasie van Swart Sake (Wet 45 van 1971); (29)

(35) "Roomysnywerheid" 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 roomys, sorbet, waterys en bevrore banket te vervaardig, en omvat dit alle werksaamhede wat daarmee in verband staan of daaruit voortspruit, en omvat dit verder die verkoop, aflewering of verspreiding vanuit enige perseel hoegenaamd van een of meer van bogenoemde produkte indien sodanige verkoop, aflewering of verspreiding deur die vervaardiger daarvan onderneem word; (26)

(36) "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; (39)

(37) "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; (40)

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

(39) "tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgever werk van 'n tegniese of professionele aard verrig; (43)

(40) "toesighoudende proseswerker" 'n werknemer wat verantwoordelik is vir en wat enigeen of meer van die volgende werksaamhede verrig:

(1) Die meng en oorgooi van bestanddele;

(2) die pasteurisering van mengsels;

(3) die beheer van die gehalte van mengsels, halfvervaardigde of afgewerkte produkte; (37)

(41) "toesighoudende verkoper" 'n werknemer wat in beheer is van 'n koelkamerdepot of mobiele koelkamer, wat roomys, sorbet, waterys of bevrore banket vanuit dergelike persele aan verkopers verskaf en wat verantwoordelik is vir die voorraad in sodanige depot of mobiele koelkamer en die kontant wat deur hom ingevorder word ten opsigte van die produkte wat aldus verskaf word; (47)

(42) "verkoper" 'n werknemer wat roomys, sorbet, waterys, of bevrore banket te voet of vanaf enige voertuig regstreeks aan die verbruikende publiek verkoop; (46)

(43) "versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, verpakking, merk, massameting, adresseer of versending van goedere of pakkette; (12)

(44) "vertegenwoordiger" 'n werknemer wat as reisende verteenwoordiger van 'n bedryfsinrigting handelskontakte met klante of voornemende klante handhaaf met die oog daarop om verkope te verbeter of op te bou, en wat toesig hou oor die werk van drywer-verkoopsmanne; (38)

(29) "local authority" means any borough council, city council, divisional council, municipal council, village council, village management board and any similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961), including any Administration Board established in terms of section 2 of the Black Affairs Administration Act (Act 45 of 1971); (34)

(30) "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; (26)

(31) "machine operator" means an employee who operates, attends, starts or stops a power-driven machine, who scrutinises or checks the work done by the machine, who may make minor running adjustments to the machine and who may feed into or take off from such machine, and the expression "operating a machine" has a corresponding meaning; (25)

(32) "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; (6)

(33) "mobile hoist operator" means an employee who is engaged in operating a power-driven mobile hoist or fork-lift truck used in the loading, unloading, moving or stacking of goods; (4)

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

(35) "night shift" means any period of work the major portion of which falls between 20h00 and 06h00; (28)

(36) "overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 5 (1) or (2), but does not include any period during which an employee whose ordinary hours of work are prescribed in clause 5 (1), works for his employer on a Sunday; (33)

(37) "process supervisor" means an employee who is responsible for and engaged in any one or more of the following activities:

(1) Mixing and dumping of ingredients;

(2) pasteurising mixtures;

(3) quality control of mixtures, semi-manufactured or finished products; (40)

(38) "representative" means an employee who, as a travelling representative of an establishment, maintains trade contact with customers or prospective customers with a view to improving or developing sales, and who is engaged in supervising the work of driver-salesmen; (44)

(39) "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; (36)

(40) "shiftworker" means an employee who is engaged on shift work in an activity in an establishment in which two or three consecutive shifts per day on not more than six days per week are worked; (37)

(41) "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; (21)

(42) "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; (24)

(43) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character; (39)

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

(45) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of 'n seksie van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (22)

(46) "wag" 'n werknemer wat 'n perseel of eiendom bewaak; (49)

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

(1) Toesig hou oor die pasteuriseringsproses en die regte temperatuur handhaaf;

(2) artikels vir kontroledoeleindes massameet en die resultate opteken;

(3) bestanddele vir bakselmengsels volgens gespesifiseerde formules massameet of byeenbring, of konfyt of sous onder toesig berei;

(4) 'n toedraai- of verpakkingsmasjien bedien;

(5) 'n steen- en balievelmasjien bedien;

(6) 'n friemasjien bedien;

(7) 'n roomyshoring- of -koppievelmasjien bedien; (23)

(48) "werknemer graad II" 'n werknemer wat in een of meer van die volgende werksaamhede of hoedanighede in diens is:

(1) Monsters of media vir biologiese ontleding onder toesig van 'n chemitegnikus bymekaarmaak en die drukking in 'n outoklaaf in stand hou;

(2) pypleidings vir skoonmaak- of steriliseringsdoeleindes demonteer of monteer;

(3) eerstehulpassistent;

(4) installasie, masjinerie of voertuie, met inbegrip van motorvoertuie, onder toesig smeer of olie;

(5) produkte vir gehalte inspekteer en gebreke aanmeld;

(6) nie-kragaangedrewe fietse of drielwielers herstel; (24)

(49) "wet" ook die gemene reg. (28)

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

### 3. BESOLDIGING

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

(a) Werknemers uitgesonderd los werknemers:

(45) "unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two-wheeled or three-wheeled motor cycle, motor scooter or autocycle or a cycle fitted with an auxiliary engine, the unladen mass shall be deemed not to exceed 450 kg; (30)

(46) "vendor" means an employee who is engaged in the sale direct to the consuming public of ice-cream, sherbet, water ices or frozen confectionery on foot or from any vehicle; (42)

(47) "vendor supervisor" means an employee who is in charge of a cold storage depot or mobile cold room, who supplies ice-cream, sherbet, water ices or frozen confectionery from such premises to vendors and who is responsible for the stock in such depot or mobile cold room and the cash collected by him in respect of the products so supplied; (41)

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

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

(ii) the first proviso shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received had he not been employed on such a basis; (22)

(49) "watchman" means an employee who is engaged in guarding premises or property. (46)

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

### 3. REMUNERATION

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

(a) Employees other than casual employees:

|                                            | In die landdros-distrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg |            | In die landdros-distrikte Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Inanda, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom |            | In die landdros-distrikte Bloemfontein, Kimberley, Klerksdorp, Oos-Londen, Pietermaritzburg, Uitenhage en Welkom |            | In die landdros-distrikte Kroonstad, Potchefstroom, Odendaalsrus, Somerset-Wes en Virginia |            | In die landdros-distrikte Bethlehem en George                     |            |
|--------------------------------------------|-------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------|------------|-------------------------------------------------------------------|------------|
|                                            | Gedurende die eerste jaar nadat hierdie Vasstelling van krag word             | Daarna     | Gedurende die eerste jaar nadat hierdie Vasstelling van krag word                                                                                                                                                                                                                                      | Daarna     | Gedurende die eerste jaar nadat hierdie Vasstelling van krag word                                                | Daarna     | Gedurende die eerste jaar nadat hierdie Vasstelling van krag word                          | Daarna     | Gedurende die eerste jaar nadat hierdie Vasstelling van krag word | Daarna     |
|                                            | Per week R                                                                    | Per week R | Per week R                                                                                                                                                                                                                                                                                             | Per week R | Per week R                                                                                                       | Per week R | Per week R                                                                                 | Per week R | Per week R                                                        | Per week R |
| Ambagsman.....                             | 73,00                                                                         | 77,00      | 72,50                                                                                                                                                                                                                                                                                                  | 76,00      | 72,00                                                                                                            | 75,00      | 71,50                                                                                      | 74,00      | 71,00                                                             | 73,00      |
| Assistent-voorman.....                     | 62,00                                                                         | 65,00      | 61,50                                                                                                                                                                                                                                                                                                  | 64,00      | 61,00                                                                                                            | 63,00      | 60,50                                                                                      | 62,50      | 60,00                                                             | 61,50      |
| Ketelbediener.....                         | 27,20                                                                         | 29,40      | 25,50                                                                                                                                                                                                                                                                                                  | 27,70      | 22,80                                                                                                            | 24,80      | 21,00                                                                                      | 22,60      | 20,00                                                             | 21,50      |
| Onderbaas.....                             | 27,20                                                                         | 29,40      | 25,50                                                                                                                                                                                                                                                                                                  | 27,70      | 22,80                                                                                                            | 24,80      | 21,00                                                                                      | 22,60      | 20,00                                                             | 21,50      |
| Chaufeur.....                              | 31,50                                                                         | 33,00      | 31,00                                                                                                                                                                                                                                                                                                  | 32,50      | 30,50                                                                                                            | 32,00      | 26,00                                                                                      | 27,00      | 25,00                                                             | 26,00      |
| Chemitegnikus—                             |                                                                               |            |                                                                                                                                                                                                                                                                                                        |            |                                                                                                                  |            |                                                                                            |            |                                                                   |            |
| gedurende die eerste jaar ondervinding.... | 33,50                                                                         | 34,50      | 33,00                                                                                                                                                                                                                                                                                                  | 34,00      | 32,50                                                                                                            | 33,50      | 32,00                                                                                      | 33,00      | 31,50                                                             | 32,50      |
| gedurende die tweede jaar ondervinding.... | 38,80                                                                         | 40,00      | 38,30                                                                                                                                                                                                                                                                                                  | 39,50      | 37,80                                                                                                            | 39,00      | 37,30                                                                                      | 38,50      | 36,80                                                             | 38,00      |
| gedurende die derde jaar ondervinding....  | 44,10                                                                         | 45,50      | 43,60                                                                                                                                                                                                                                                                                                  | 45,00      | 43,10                                                                                                            | 44,50      | 42,60                                                                                      | 44,00      | 42,10                                                             | 43,50      |
| gedurende die vierde jaar ondervinding.... | 49,40                                                                         | 51,00      | 48,90                                                                                                                                                                                                                                                                                                  | 50,50      | 48,40                                                                                                            | 50,00      | 47,90                                                                                      | 49,50      | 47,40                                                             | 49,00      |
| gedurende die vyfde jaar ondervinding....  | 54,70                                                                         | 56,50      | 54,20                                                                                                                                                                                                                                                                                                  | 56,00      | 53,70                                                                                                            | 55,50      | 53,20                                                                                      | 55,00      | 52,70                                                             | 54,50      |
| daarna.....                                | 60,00                                                                         | 62,00      | 59,50                                                                                                                                                                                                                                                                                                  | 61,50      | 59,00                                                                                                            | 61,00      | 58,50                                                                                      | 60,50      | 58,00                                                             | 60,00      |
| Klerk—                                     |                                                                               |            |                                                                                                                                                                                                                                                                                                        |            |                                                                                                                  |            |                                                                                            |            |                                                                   |            |
| vrou—                                      |                                                                               |            |                                                                                                                                                                                                                                                                                                        |            |                                                                                                                  |            |                                                                                            |            |                                                                   |            |
| gedurende die eerste jaar ondervinding.... | 29,54                                                                         | 30,69      | 28,38                                                                                                                                                                                                                                                                                                  | 29,54      | 27,23                                                                                                            | 28,38      | 25,85                                                                                      | 27,00      | 24,69                                                             | 25,85      |
| gedurende die tweede jaar ondervinding.... | 33,23                                                                         | 34,62      | 31,85                                                                                                                                                                                                                                                                                                  | 33,23      | 30,46                                                                                                            | 31,85      | 28,85                                                                                      | 30,23      | 27,46                                                             | 28,85      |
| gedurende die derde jaar ondervinding....  | 36,92                                                                         | 38,54      | 35,31                                                                                                                                                                                                                                                                                                  | 36,92      | 33,69                                                                                                            | 35,31      | 31,85                                                                                      | 33,46      | 30,23                                                             | 31,85      |
| gedurende die vierde jaar ondervinding.... | 40,62                                                                         | 42,46      | 38,77                                                                                                                                                                                                                                                                                                  | 40,62      | 36,92                                                                                                            | 38,77      | 34,85                                                                                      | 36,69      | 33,00                                                             | 34,85      |
| daarna.....                                | 44,31                                                                         | 46,38      | 42,23                                                                                                                                                                                                                                                                                                  | 44,31      | 40,15                                                                                                            | 42,23      | 37,85                                                                                      | 39,92      | 35,77                                                             | 37,85      |
| man—                                       |                                                                               |            |                                                                                                                                                                                                                                                                                                        |            |                                                                                                                  |            |                                                                                            |            |                                                                   |            |
| gedurende die eerste jaar ondervinding.... | 31,85                                                                         | 33,00      | 30,69                                                                                                                                                                                                                                                                                                  | 31,85      | 29,31                                                                                                            | 30,46      | 27,92                                                                                      | 26,54      | 26,54                                                             | 27,69      |
| gedurende die tweede jaar ondervinding.... | 37,15                                                                         | 38,54      | 35,77                                                                                                                                                                                                                                                                                                  | 37,15      | 34,15                                                                                                            | 35,54      | 32,54                                                                                      | 33,92      | 30,92                                                             | 32,31      |
| gedurende die derde jaar ondervinding....  | 42,46                                                                         | 44,08      | 40,85                                                                                                                                                                                                                                                                                                  | 42,46      | 39,00                                                                                                            | 40,62      | 37,15                                                                                      | 38,77      | 35,31                                                             | 36,92      |
| gedurende die vierde jaar ondervinding.... | 47,77                                                                         | 49,62      | 45,92                                                                                                                                                                                                                                                                                                  | 47,77      | 43,85                                                                                                            | 45,69      | 41,77                                                                                      | 43,62      | 39,69                                                             | 41,54      |
| gedurende die vyfde jaar ondervinding....  | 53,08                                                                         | 55,15      | 51,00                                                                                                                                                                                                                                                                                                  | 53,08      | 48,69                                                                                                            | 50,77      | 46,38                                                                                      | 48,46      | 44,08                                                             | 46,15      |
| daarna.....                                | 58,38                                                                         | 60,69      | 56,08                                                                                                                                                                                                                                                                                                  | 58,38      | 53,54                                                                                                            | 55,85      | 51,00                                                                                      | 53,31      | 48,46                                                             | 50,77      |



|                                                                                                                                                                             | In die landdrosdistrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg |            | In die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Inanda, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom |            | In die landdrosdistrikte Bloemfontein, Kimberley, Klerksdorp, Oos-Londen, Pietermaritzburg, Uitenhage en Welkom |            | In die landdrosdistrikte Kroonstad, Potchefstroom, Odendaalsrus, Somerset-Wes en Virginia |            | In die landdrosdistrikte Bethlehem en George                     |            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------|------------|-------------------------------------------------------------------------------------------|------------|------------------------------------------------------------------|------------|
|                                                                                                                                                                             | Gedurende die eerste jaar nadat hierdie Vastelling van krag word             | Daarna     | Gedurende die eerste jaar nadat hierdie Vastelling van krag word                                                                                                                                                                                                                                      | Daarna     | Gedurende die eerste jaar nadat hierdie Vastelling van krag word                                                | Daarna     | Gedurende die eerste jaar nadat hierdie Vastelling van krag word                          | Daarna     | Gedurende die eerste jaar nadat hierdie Vastelling van krag word | Daarna     |
|                                                                                                                                                                             | Per week R                                                                   | Per week R | Per week R                                                                                                                                                                                                                                                                                            | Per week R | Per week R                                                                                                      | Per week R | Per week R                                                                                | Per week R | Per week R                                                       | Per week R |
| Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—             |                                                                              |            |                                                                                                                                                                                                                                                                                                       |            |                                                                                                                 |            |                                                                                           |            |                                                                  |            |
| (i) hoogstens 450 kg is—                                                                                                                                                    | 29,00                                                                        | 30,00      | 28,50                                                                                                                                                                                                                                                                                                 | 29,50      | 28,00                                                                                                           | 29,00      | 24,80                                                                                     | 25,80      | 22,80                                                            | 23,80      |
| (ii) meer as 450 kg maar minder as 2 700 kg is—                                                                                                                             | 34,00                                                                        | 35,50      | 33,80                                                                                                                                                                                                                                                                                                 | 34,80      | 33,00                                                                                                           | 34,00      | 28,80                                                                                     | 30,20      | 27,00                                                            | 28,20      |
| (iii) meer as 2 700 kg maar minder as 4 500 kg is—                                                                                                                          | 39,50                                                                        | 41,00      | 38,80                                                                                                                                                                                                                                                                                                 | 40,00      | 38,00                                                                                                           | 39,00      | 32,90                                                                                     | 34,60      | 31,20                                                            | 32,60      |
| (iv) meer as 4 500 kg is—                                                                                                                                                   | 45,00                                                                        | 47,00      | 44,00                                                                                                                                                                                                                                                                                                 | 46,00      | 43,00                                                                                                           | 45,00      | 37,00                                                                                     | 39,00      | 35,50                                                            | 37,00      |
| Drywer-verkooopsman van 'n motorvoertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word— |                                                                              |            |                                                                                                                                                                                                                                                                                                       |            |                                                                                                                 |            |                                                                                           |            |                                                                  |            |
| (i) hoogstens 2 700 kg is—                                                                                                                                                  |                                                                              |            |                                                                                                                                                                                                                                                                                                       |            |                                                                                                                 |            |                                                                                           |            |                                                                  |            |
| gedurende die eerste ses maande ondervinding—                                                                                                                               | 42,00                                                                        | 44,00      | 41,00                                                                                                                                                                                                                                                                                                 | 43,00      | 40,00                                                                                                           | 42,00      | 35,00                                                                                     | 37,00      | 33,50                                                            | 35,00      |
| daarna—                                                                                                                                                                     | 46,00                                                                        | 48,00      | 45,00                                                                                                                                                                                                                                                                                                 | 47,00      | 44,00                                                                                                           | 46,00      | 39,00                                                                                     | 41,00      | 37,00                                                            | 39,00      |
| (ii) meer as 2 700 kg is—                                                                                                                                                   |                                                                              |            |                                                                                                                                                                                                                                                                                                       |            |                                                                                                                 |            |                                                                                           |            |                                                                  |            |
| gedurende die eerste ses maande ondervinding—                                                                                                                               | 45,50                                                                        | 47,50      | 44,50                                                                                                                                                                                                                                                                                                 | 46,50      | 43,50                                                                                                           | 45,50      | 38,00                                                                                     | 40,00      | 36,00                                                            | 38,00      |
| daarna—                                                                                                                                                                     | 49,50                                                                        | 51,50      | 48,50                                                                                                                                                                                                                                                                                                 | 50,50      | 47,50                                                                                                           | 49,50      | 42,00                                                                                     | 44,00      | 40,00                                                            | 42,00      |
| Drywer-verkooopsman se assistent—                                                                                                                                           | 24,00                                                                        | 26,00      | 22,50                                                                                                                                                                                                                                                                                                 | 24,50      | 20,00                                                                                                           | 22,00      | 18,50                                                                                     | 20,00      | 17,50                                                            | 19,00      |
| Fabrieksklerk—                                                                                                                                                              |                                                                              |            |                                                                                                                                                                                                                                                                                                       |            |                                                                                                                 |            |                                                                                           |            |                                                                  |            |
| gedurende die eerste ses maande ondervinding—                                                                                                                               | 28,50                                                                        | 30,50      | 27,00                                                                                                                                                                                                                                                                                                 | 28,70      | 25,70                                                                                                           | 27,20      | 23,50                                                                                     | 25,00      | 23,00                                                            | 24,50      |
| gedurende die tweede ses maande ondervinding—                                                                                                                               | 30,30                                                                        | 32,30      | 28,50                                                                                                                                                                                                                                                                                                 | 30,40      | 27,30                                                                                                           | 28,80      | 25,00                                                                                     | 26,50      | 24,40                                                            | 25,90      |
| daarna—                                                                                                                                                                     | 32,00                                                                        | 34,00      | 30,00                                                                                                                                                                                                                                                                                                 | 32,00      | 28,80                                                                                                           | 30,30      | 26,50                                                                                     | 28,00      | 25,80                                                            | 27,30      |
| Eerstehulpbediener—                                                                                                                                                         | 36,00                                                                        | 38,00      | 35,80                                                                                                                                                                                                                                                                                                 | 37,50      | 35,50                                                                                                           | 37,00      | 35,00                                                                                     | 36,50      | 34,80                                                            | 36,00      |
| Voorman—                                                                                                                                                                    | 76,00                                                                        | 80,00      | 75,50                                                                                                                                                                                                                                                                                                 | 79,00      | 75,00                                                                                                           | 78,00      | 74,50                                                                                     | 77,00      | 74,00                                                            | 76,00      |
| Werknemer graad I—                                                                                                                                                          |                                                                              |            |                                                                                                                                                                                                                                                                                                       |            |                                                                                                                 |            |                                                                                           |            |                                                                  |            |
| gedurende die eerste ses maande ondervinding—                                                                                                                               | 30,00                                                                        | 32,00      | 27,80                                                                                                                                                                                                                                                                                                 | 30,00      | 25,00                                                                                                           | 27,00      | 23,00                                                                                     | 24,60      | 21,80                                                            | 23,30      |
| daarna—                                                                                                                                                                     | 32,00                                                                        | 34,00      | 29,80                                                                                                                                                                                                                                                                                                 | 32,00      | 26,70                                                                                                           | 28,70      | 24,60                                                                                     | 26,20      | 23,30                                                            | 24,80      |
| Werknemer graad II—                                                                                                                                                         |                                                                              |            |                                                                                                                                                                                                                                                                                                       |            |                                                                                                                 |            |                                                                                           |            |                                                                  |            |
| gedurende die eerste drie maande ondervinding—                                                                                                                              | 27,20                                                                        | 29,40      | 25,50                                                                                                                                                                                                                                                                                                 | 27,70      | 22,80                                                                                                           | 24,80      | 21,00                                                                                     | 22,60      | 20,00                                                            | 21,50      |
| daarna—                                                                                                                                                                     | 28,30                                                                        | 30,50      | 26,50                                                                                                                                                                                                                                                                                                 | 28,70      | 23,70                                                                                                           | 25,70      | 21,90                                                                                     | 23,50      | 20,80                                                            | 22,30      |
| Faktotum—                                                                                                                                                                   | 35,50                                                                        | 37,00      | 34,50                                                                                                                                                                                                                                                                                                 | 36,00      | 33,50                                                                                                           | 35,00      | 31,00                                                                                     | 32,00      | 29,00                                                            | 30,00      |
| Arbeider—                                                                                                                                                                   |                                                                              |            |                                                                                                                                                                                                                                                                                                       |            |                                                                                                                 |            |                                                                                           |            |                                                                  |            |
| vrou—                                                                                                                                                                       | 19,20                                                                        | 20,80      | 18,00                                                                                                                                                                                                                                                                                                 | 19,60      | 16,00                                                                                                           | 17,60      | 14,80                                                                                     | 16,00      | 14,00                                                            | 15,20      |
| man—                                                                                                                                                                        |                                                                              |            |                                                                                                                                                                                                                                                                                                       |            |                                                                                                                 |            |                                                                                           |            |                                                                  |            |
| 18 jaar of ouer—                                                                                                                                                            | 24,00                                                                        | 26,00      | 22,50                                                                                                                                                                                                                                                                                                 | 24,50      | 20,00                                                                                                           | 22,00      | 18,50                                                                                     | 20,00      | 17,50                                                            | 19,00      |
| onder 18 jaar—                                                                                                                                                              | 18,00                                                                        | 19,50      | 16,90                                                                                                                                                                                                                                                                                                 | 18,40      | 15,00                                                                                                           | 16,50      | 13,90                                                                                     | 15,00      | 13,20                                                            | 14,30      |
| Masjienfaktotum—                                                                                                                                                            | 39,00                                                                        | 41,00      | 38,00                                                                                                                                                                                                                                                                                                 | 40,00      | 37,50                                                                                                           | 39,00      | 35,50                                                                                     | 37,00      | 33,50                                                            | 35,00      |
| Bediener van 'n mobiele hystoestel—                                                                                                                                         |                                                                              |            |                                                                                                                                                                                                                                                                                                       |            |                                                                                                                 |            |                                                                                           |            |                                                                  |            |
| gedurende die eerste drie maande ondervinding—                                                                                                                              | 25,30                                                                        | 27,50      | 23,60                                                                                                                                                                                                                                                                                                 | 26,00      | 21,30                                                                                                           | 23,30      | 19,70                                                                                     | 21,20      | 18,50                                                            | 20,00      |
| daarna—                                                                                                                                                                     | 28,80                                                                        | 31,00      | 26,80                                                                                                                                                                                                                                                                                                 | 29,20      | 24,20                                                                                                           | 26,20      | 22,30                                                                                     | 23,80      | 21,10                                                            | 22,60      |
| Toesighoudende proseswerker—                                                                                                                                                | 45,50                                                                        | 47,50      | 44,50                                                                                                                                                                                                                                                                                                 | 46,50      | 43,50                                                                                                           | 45,50      | 38,00                                                                                     | 40,00      | 36,00                                                            | 38,00      |
| Verteenwoordiger—                                                                                                                                                           | 76,00                                                                        | 80,00      | 75,50                                                                                                                                                                                                                                                                                                 | 79,00      | 75,00                                                                                                           | 78,00      | 74,50                                                                                     | 77,00      | 74,00                                                            | 76,00      |
| Toesighoudende verkoper—                                                                                                                                                    | 34,00                                                                        | 35,50      | 33,50                                                                                                                                                                                                                                                                                                 | 35,00      | 33,00                                                                                                           | 34,50      | 30,00                                                                                     | 31,00      | 28,00                                                            | 29,00      |
| Wag—                                                                                                                                                                        | 27,20                                                                        | 29,40      | 25,50                                                                                                                                                                                                                                                                                                 | 27,70      | 22,80                                                                                                           | 24,80      | 21,00                                                                                     | 22,60      | 20,00                                                            | 21,50      |
| Werknemer nie elders in hierdie klousule uitdruklik vermeld nie—                                                                                                            | 27,20                                                                        | 29,40      | 25,50                                                                                                                                                                                                                                                                                                 | 27,70      | 22,80                                                                                                           | 24,80      | 21,00                                                                                     | 22,60      | 20,00                                                            | 21,50      |

|                                                                                                                                                     | In the Magisterial Districts of Bellville, Goodwood, Simons-town, The Cape and Wynberg |            | The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Inanda, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom |            | In the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Pietermaritzburg, Uitenhage and Welkom |            | In the Magisterial Districts of Kroonstad, Potchefstroom, Odendaalsrus, Somerset West and Virginia |            | In the Magisterial Districts of Bethlehem and George             |            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------|------------|----------------------------------------------------------------------------------------------------|------------|------------------------------------------------------------------|------------|
|                                                                                                                                                     | During the first year after this Determination becomes effective                       | Thereafter | During the first year after this Determination becomes effective                                                                                                                                                                                                                                           | Thereafter | During the first year after this Determination becomes effective                                                         | Thereafter | During the first year after this Determination becomes effective                                   | Thereafter | During the first year after this Determination becomes effective | Thereafter |
|                                                                                                                                                     | Per week R                                                                             | Per week R | Per week R                                                                                                                                                                                                                                                                                                 | Per week R | Per week R                                                                                                               | Per week R | Per week R                                                                                         | Per week R | Per week R                                                       | Per week R |
| Artisan.....                                                                                                                                        | 73,00                                                                                  | 77,00      | 72,50                                                                                                                                                                                                                                                                                                      | 76,00      | 72,00                                                                                                                    | 75,00      | 71,50                                                                                              | 74,00      | 71,00                                                            | 73,00      |
| Assistant foreman.....                                                                                                                              | 62,00                                                                                  | 65,00      | 61,50                                                                                                                                                                                                                                                                                                      | 64,00      | 61,00                                                                                                                    | 63,00      | 60,50                                                                                              | 62,50      | 60,00                                                            | 61,50      |
| Boiler attendant.....                                                                                                                               | 27,20                                                                                  | 29,40      | 25,50                                                                                                                                                                                                                                                                                                      | 27,70      | 22,80                                                                                                                    | 24,80      | 21,00                                                                                              | 22,60      | 20,00                                                            | 21,50      |
| Chargehand.....                                                                                                                                     | 27,20                                                                                  | 29,40      | 25,50                                                                                                                                                                                                                                                                                                      | 27,70      | 22,80                                                                                                                    | 24,80      | 21,00                                                                                              | 22,60      | 20,00                                                            | 21,50      |
| Chaufeur.....                                                                                                                                       | 31,50                                                                                  | 33,00      | 31,00                                                                                                                                                                                                                                                                                                      | 32,50      | 30,50                                                                                                                    | 32,00      | 26,00                                                                                              | 27,00      | 25,00                                                            | 26,00      |
| Chemical technician—                                                                                                                                |                                                                                        |            |                                                                                                                                                                                                                                                                                                            |            |                                                                                                                          |            |                                                                                                    |            |                                                                  |            |
| during the first year of experience.....                                                                                                            | 33,50                                                                                  | 34,50      | 33,00                                                                                                                                                                                                                                                                                                      | 34,00      | 32,50                                                                                                                    | 33,50      | 32,00                                                                                              | 33,00      | 31,51                                                            | 32,50      |
| during the second year of experience.....                                                                                                           | 38,80                                                                                  | 40,00      | 38,30                                                                                                                                                                                                                                                                                                      | 39,50      | 37,80                                                                                                                    | 39,00      | 37,30                                                                                              | 38,50      | 36,80                                                            | 38,00      |
| during the third year of experience.....                                                                                                            | 44,10                                                                                  | 45,50      | 43,60                                                                                                                                                                                                                                                                                                      | 45,00      | 43,10                                                                                                                    | 44,50      | 42,60                                                                                              | 44,00      | 42,10                                                            | 43,50      |
| during the fourth year of experience.....                                                                                                           | 49,40                                                                                  | 51,00      | 48,90                                                                                                                                                                                                                                                                                                      | 50,50      | 48,40                                                                                                                    | 50,00      | 47,90                                                                                              | 49,50      | 47,40                                                            | 49,00      |
| during the fifth year of experience.....                                                                                                            | 54,70                                                                                  | 56,50      | 54,20                                                                                                                                                                                                                                                                                                      | 56,00      | 53,70                                                                                                                    | 55,50      | 53,20                                                                                              | 55,00      | 52,70                                                            | 54,50      |
| thereafter.....                                                                                                                                     | 60,00                                                                                  | 62,00      | 59,50                                                                                                                                                                                                                                                                                                      | 61,50      | 59,00                                                                                                                    | 61,00      | 58,50                                                                                              | 60,50      | 58,00                                                            | 60,00      |
| Clerk—                                                                                                                                              |                                                                                        |            |                                                                                                                                                                                                                                                                                                            |            |                                                                                                                          |            |                                                                                                    |            |                                                                  |            |
| female—                                                                                                                                             |                                                                                        |            |                                                                                                                                                                                                                                                                                                            |            |                                                                                                                          |            |                                                                                                    |            |                                                                  |            |
| during the first year of experience.....                                                                                                            | 29,54                                                                                  | 30,69      | 28,38                                                                                                                                                                                                                                                                                                      | 29,54      | 27,23                                                                                                                    | 28,38      | 25,85                                                                                              | 27,00      | 24,69                                                            | 25,85      |
| during the second year of experience.....                                                                                                           | 33,23                                                                                  | 34,62      | 31,85                                                                                                                                                                                                                                                                                                      | 33,23      | 30,46                                                                                                                    | 31,85      | 28,85                                                                                              | 30,23      | 27,46                                                            | 28,85      |
| during the third year of experience.....                                                                                                            | 36,92                                                                                  | 38,54      | 35,31                                                                                                                                                                                                                                                                                                      | 36,92      | 33,69                                                                                                                    | 35,31      | 31,85                                                                                              | 33,46      | 30,23                                                            | 31,85      |
| during the fourth year of experience.....                                                                                                           | 40,62                                                                                  | 42,46      | 38,77                                                                                                                                                                                                                                                                                                      | 40,62      | 36,92                                                                                                                    | 38,77      | 34,85                                                                                              | 36,69      | 33,00                                                            | 34,85      |
| thereafter.....                                                                                                                                     | 44,31                                                                                  | 46,38      | 42,23                                                                                                                                                                                                                                                                                                      | 44,31      | 40,15                                                                                                                    | 42,23      | 37,85                                                                                              | 39,92      | 35,77                                                            | 37,85      |
| male—                                                                                                                                               |                                                                                        |            |                                                                                                                                                                                                                                                                                                            |            |                                                                                                                          |            |                                                                                                    |            |                                                                  |            |
| during the first year of experience.....                                                                                                            | 31,85                                                                                  | 33,00      | 30,69                                                                                                                                                                                                                                                                                                      | 31,85      | 29,31                                                                                                                    | 30,46      | 27,92                                                                                              | 26,54      | 26,54                                                            | 27,69      |
| during the second year of experience.....                                                                                                           | 37,15                                                                                  | 38,54      | 35,77                                                                                                                                                                                                                                                                                                      | 37,15      | 34,15                                                                                                                    | 35,54      | 32,54                                                                                              | 33,92      | 30,92                                                            | 32,31      |
| during the third year of experience.....                                                                                                            | 42,46                                                                                  | 44,08      | 40,85                                                                                                                                                                                                                                                                                                      | 42,46      | 39,00                                                                                                                    | 40,62      | 37,15                                                                                              | 38,77      | 35,31                                                            | 36,92      |
| during the fourth year of experience.....                                                                                                           | 47,77                                                                                  | 49,62      | 45,92                                                                                                                                                                                                                                                                                                      | 47,77      | 43,85                                                                                                                    | 45,69      | 41,77                                                                                              | 43,62      | 39,69                                                            | 41,54      |
| during the fifth year of experience.....                                                                                                            | 53,08                                                                                  | 55,15      | 51,00                                                                                                                                                                                                                                                                                                      | 53,08      | 48,69                                                                                                                    | 50,77      | 46,38                                                                                              | 48,46      | 44,08                                                            | 46,15      |
| thereafter.....                                                                                                                                     | 58,38                                                                                  | 60,69      | 56,08                                                                                                                                                                                                                                                                                                      | 58,38      | 53,54                                                                                                                    | 55,85      | 51,00                                                                                              | 53,31      | 48,46                                                            | 50,77      |
| 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.....                                                                                                                     | 29,00                                                                                  | 30,00      | 28,50                                                                                                                                                                                                                                                                                                      | 29,50      | 28,00                                                                                                                    | 29,00      | 24,80                                                                                              | 25,80      | 22,80                                                            | 23,80      |
| (ii) exceeds 450 kg but not 2 700 kg.....                                                                                                           | 34,00                                                                                  | 35,50      | 33,80                                                                                                                                                                                                                                                                                                      | 34,80      | 33,00                                                                                                                    | 34,00      | 28,80                                                                                              | 30,20      | 27,00                                                            | 28,20      |
| (iii) exceeds 2 700 kg but not 4 500 kg.....                                                                                                        | 39,50                                                                                  | 41,00      | 38,80                                                                                                                                                                                                                                                                                                      | 40,00      | 38,00                                                                                                                    | 39,00      | 32,90                                                                                              | 34,60      | 31,20                                                            | 32,60      |
| (iv) exceeds 4 500 kg.....                                                                                                                          | 45,00                                                                                  | 47,00      | 44,00                                                                                                                                                                                                                                                                                                      | 46,00      | 43,00                                                                                                                    | 45,00      | 37,00                                                                                              | 39,00      | 35,50                                                            | 37,00      |
| Driver-salesman driving a motor vehicle, the unladen mass of which together with the unladen mass of any trailer or trailers drawn by such vehicle— |                                                                                        |            |                                                                                                                                                                                                                                                                                                            |            |                                                                                                                          |            |                                                                                                    |            |                                                                  |            |
| (i) does not exceed 2 700 kg—                                                                                                                       |                                                                                        |            |                                                                                                                                                                                                                                                                                                            |            |                                                                                                                          |            |                                                                                                    |            |                                                                  |            |
| during the first six months of experience.....                                                                                                      | 42,00                                                                                  | 44,00      | 41,00                                                                                                                                                                                                                                                                                                      | 43,00      | 40,00                                                                                                                    | 42,00      | 35,00                                                                                              | 37,00      | 33,50                                                            | 35,00      |
| thereafter.....                                                                                                                                     | 46,00                                                                                  | 48,00      | 45,00                                                                                                                                                                                                                                                                                                      | 47,00      | 44,00                                                                                                                    | 46,00      | 39,00                                                                                              | 41,00      | 37,00                                                            | 39,00      |
| (ii) exceeds 2 700 kg—                                                                                                                              |                                                                                        |            |                                                                                                                                                                                                                                                                                                            |            |                                                                                                                          |            |                                                                                                    |            |                                                                  |            |
| during the first six months of experience.....                                                                                                      | 45,50                                                                                  | 47,50      | 44,50                                                                                                                                                                                                                                                                                                      | 46,50      | 43,50                                                                                                                    | 45,50      | 38,00                                                                                              | 40,00      | 36,00                                                            | 38,00      |
| thereafter.....                                                                                                                                     | 49,50                                                                                  | 51,50      | 48,50                                                                                                                                                                                                                                                                                                      | 50,50      | 47,50                                                                                                                    | 49,50      | 42,00                                                                                              | 44,00      | 40,00                                                            | 42,00      |
| Driver-salesman's assistant.....                                                                                                                    | 24,00                                                                                  | 26,00      | 22,50                                                                                                                                                                                                                                                                                                      | 24,50      | 20,00                                                                                                                    | 22,00      | 18,50                                                                                              | 20,00      | 17,50                                                            | 19,00      |
| Factory clerk—                                                                                                                                      |                                                                                        |            |                                                                                                                                                                                                                                                                                                            |            |                                                                                                                          |            |                                                                                                    |            |                                                                  |            |
| during the first six months of experience.....                                                                                                      | 28,50                                                                                  | 30,50      | 27,00                                                                                                                                                                                                                                                                                                      | 28,70      | 25,70                                                                                                                    | 27,20      | 23,50                                                                                              | 25,00      | 23,00                                                            | 24,50      |
| during the second six months of experience.....                                                                                                     | 30,30                                                                                  | 32,30      | 28,50                                                                                                                                                                                                                                                                                                      | 30,40      | 27,30                                                                                                                    | 28,80      | 25,00                                                                                              | 26,50      | 24,40                                                            | 25,90      |
| thereafter.....                                                                                                                                     | 32,00                                                                                  | 34,00      | 30,00                                                                                                                                                                                                                                                                                                      | 32,00      | 28,80                                                                                                                    | 30,30      | 26,50                                                                                              | 28,00      | 25,80                                                            | 27,30      |
| First-aid attendant.....                                                                                                                            | 36,00                                                                                  | 38,00      | 35,80                                                                                                                                                                                                                                                                                                      | 37,50      | 35,50                                                                                                                    | 37,00      | 35,00                                                                                              | 36,50      | 34,80                                                            | 36,00      |
| Foreman.....                                                                                                                                        | 76,00                                                                                  | 80,00      | 75,50                                                                                                                                                                                                                                                                                                      | 79,00      | 75,00                                                                                                                    | 78,00      | 74,50                                                                                              | 77,00      | 74,00                                                            | 76,00      |
| Grade I employee—                                                                                                                                   |                                                                                        |            |                                                                                                                                                                                                                                                                                                            |            |                                                                                                                          |            |                                                                                                    |            |                                                                  |            |
| during the first six months of experience.....                                                                                                      | 30,00                                                                                  | 32,00      | 27,80                                                                                                                                                                                                                                                                                                      | 30,00      | 25,00                                                                                                                    | 27,00      | 23,00                                                                                              | 24,60      | 21,80                                                            | 23,30      |
| thereafter.....                                                                                                                                     | 32,00                                                                                  | 34,00      | 29,80                                                                                                                                                                                                                                                                                                      | 32,00      | 26,70                                                                                                                    | 28,70      | 24,60                                                                                              | 26,20      | 23,30                                                            | 24,80      |
| Grade II employee—                                                                                                                                  |                                                                                        |            |                                                                                                                                                                                                                                                                                                            |            |                                                                                                                          |            |                                                                                                    |            |                                                                  |            |
| during the first three months of experience.....                                                                                                    | 27,20                                                                                  | 29,40      | 25,50                                                                                                                                                                                                                                                                                                      | 27,70      | 22,80                                                                                                                    | 24,80      | 21,00                                                                                              | 22,60      | 20,00                                                            | 21,50      |
| thereafter.....                                                                                                                                     | 28,30                                                                                  | 30,50      | 26,50                                                                                                                                                                                                                                                                                                      | 28,70      | 23,70                                                                                                                    | 25,70      | 21,90                                                                                              | 23,50      | 20,80                                                            | 22,30      |
| Handyman.....                                                                                                                                       | 35,50                                                                                  | 37,00      | 34,50                                                                                                                                                                                                                                                                                                      | 36,00      | 33,50                                                                                                                    | 35,00      | 31,00                                                                                              | 32,00      | 29,00                                                            | 30,00      |
| Labourer—                                                                                                                                           |                                                                                        |            |                                                                                                                                                                                                                                                                                                            |            |                                                                                                                          |            |                                                                                                    |            |                                                                  |            |
| female.....                                                                                                                                         | 19,20                                                                                  | 20,80      | 18,00                                                                                                                                                                                                                                                                                                      | 19,60      | 16,00                                                                                                                    | 17,60      | 14,80                                                                                              | 16,00      | 14,00                                                            | 15,20      |
| male—                                                                                                                                               |                                                                                        |            |                                                                                                                                                                                                                                                                                                            |            |                                                                                                                          |            |                                                                                                    |            |                                                                  |            |
| of the age of 18 years or over.....                                                                                                                 | 24,00                                                                                  | 26,00      | 22,50                                                                                                                                                                                                                                                                                                      | 24,50      | 20,00                                                                                                                    | 22,00      | 18,50                                                                                              | 20,00      | 17,50                                                            | 19,00      |
| under the age of 18 years.....                                                                                                                      | 18,00                                                                                  | 19,50      | 16,90                                                                                                                                                                                                                                                                                                      | 18,40      | 15,00                                                                                                                    | 16,50      | 13,90                                                                                              | 15,00      | 13,20                                                            | 14,30      |
| Machine handyman.....                                                                                                                               | 39,00                                                                                  | 41,00      | 38,00                                                                                                                                                                                                                                                                                                      | 40,00      | 37,50                                                                                                                    | 39,00      | 35,50                                                                                              | 37,00      | 33,50                                                            | 35,00      |
| Mobile hoist operator—                                                                                                                              |                                                                                        |            |                                                                                                                                                                                                                                                                                                            |            |                                                                                                                          |            |                                                                                                    |            |                                                                  |            |
| during the first three months of experience.....                                                                                                    | 25,30                                                                                  | 27,50      | 23,60                                                                                                                                                                                                                                                                                                      | 26,00      | 21,30                                                                                                                    | 23,30      | 19,70                                                                                              | 21,20      | 18,50                                                            | 20,00      |
| thereafter.....                                                                                                                                     | 28,80                                                                                  | 31,00      | 26,80                                                                                                                                                                                                                                                                                                      | 29,20      | 24,20                                                                                                                    | 26,20      | 22,30                                                                                              | 23,80      | 21,10                                                            | 22,60      |
| Process supervisor.....                                                                                                                             | 45,50                                                                                  | 47,50      | 44,50                                                                                                                                                                                                                                                                                                      | 46,50      | 43,50                                                                                                                    | 45,50      | 38,00                                                                                              | 40,00      | 36,00                                                            | 38,00      |
| Representative.....                                                                                                                                 | 76,00                                                                                  | 80,00      | 75,50                                                                                                                                                                                                                                                                                                      | 79,00      | 75,00                                                                                                                    | 78,00      | 74,50                                                                                              | 77,00      | 74,00                                                            | 76,00      |
| Vendor supervisor.....                                                                                                                              | 34,00                                                                                  | 35,50      | 33,50                                                                                                                                                                                                                                                                                                      | 35,00      | 33,00                                                                                                                    | 34,50      | 30,00                                                                                              | 31,00      | 28,00                                                            | 29,00      |
| Watchman.....                                                                                                                                       | 27,20                                                                                  | 29,40      | 25,50                                                                                                                                                                                                                                                                                                      | 27,70      | 22,80                                                                                                                    | 24,80      | 21,00                                                                                              | 22,60      | 20,00                                                            | 21,50      |
| Employee not elsewhere in this clause specifically mentioned.....                                                                                   | 27,20                                                                                  | 29,40      | 25,50                                                                                                                                                                                                                                                                                                      | 27,70      | 22,80                                                                                                                    | 24,80      | 21,00                                                                                              | 22,60      | 20,00                                                            | 21,50      |



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

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

(ii) waar die werkgever van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent ten opsigte van daardie dag 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 Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor of—

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

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

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

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

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

Met dien verstande dat—

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

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

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat in klousule 5 vir 'n werknemer van sy klas 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 verteenwoordiger wat van sy werkgever se motorvoertuig gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgever hom vergoed vir alle redelike uitgawes wat hy by die uitvoering van sy pligte in verband met sodanige vervoer aangegaan het, en by die toepassing van hierdie subklousule word die koste verbonde aan die stalling van 'n motorvoertuig oornag, geag 'n vervoeruitgawe te wees;

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

(i) waar die enjinkapasiteit van die voertuig waarmee die werknemer aldus gereis het hoogstens 1 300 cm<sup>3</sup> is: 10c;

(ii) waar die enjinkapasiteit van sodanige voertuig meer as 1 300 cm<sup>3</sup> maar hoogstens 2 500 cm<sup>3</sup> is: 12c;

(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 required 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 or ordinary hours of work applicable to him in terms of clause 5 or less.

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

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

(b) a rising scale of wages terminating in a wage higher than that of his own class, is prescribed in subclause (1), shall pay to such employee in respect of that day—

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

(ab) 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 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 in clause 5 for an employee of his class, 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 representative 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 representative who is required to provide motor transport for the performance of his duties, his employer shall pay him for each kilometre travelled in the performance of his duties a transport allowance of not less than—

(i) where the engine capacity of the vehicle in which the employee so travelled, does not exceed 1 300 cm<sup>3</sup>: 10c;

(ii) where the engine capacity of such vehicle exceeds 1 300 cm<sup>3</sup> but not 2 500 cm<sup>3</sup>: 12c;

(iii) waar die enjinkapasiteit van sodanige voertuig meer as 2 500 cm<sup>3</sup> is: 14c.

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

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

(i) moet sy werkgever hom vergoed vir alle redelike uitgawes wat hy in elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangegaan het;

(ii) moet sy werkgever hom 'n onderhoudstoelae van minstens R12 vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;

(b) 'n drywer-verkoopman of 'n drywer-verkoopman se assistent wat, wanneer hy 'n drywer-verkoopman vergesel op enige reis wat die drywer-verkoopman by die uitvoering van sy pligte onderneem, vir een of meer nagte van sy woonplek en sy werkgever se bedryfsinrigting afwesig is, moet sy werkgever hom vir elke nag 'n onderhoudstoelae betaal van—

(i) in die geval van 'n drywer-verkoopman, minstens R12; en

(ii) in die geval van 'n drywer-verkoopman se assistent, minstens R5,50:

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

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

(b) 'n Werkgever kan van sy verteenwoordiger of drywer-verkoopman vereis om elke eis so op te stel dat dit weergee—

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

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

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

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

(8) *Nagskofftoelae.*—(a) 'n Werkgever wat van sy werknemer vereis of hom toelaat om nagskof te werk, moet so 'n werknemer benewens sy loon 'n toelae van minstens 10 persent van sy uurloon betaal vir elke uur of gedeelte van 'n uur wat so 'n werknemer gedurende sy gewone werkure nagskof werk.

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

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

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

(iii) 'n werknemer wat uit hoofde van klousule 5 (a) of (b) van die werkerebepalings uitgesluit is.

#### 4. BETALING VAN BESOLDIGING

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

(iii) where the engine capacity of such vehicle exceeds 2 500 cm<sup>3</sup>: 14c.

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

(a) a representative 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 driver-salesman or a driver-salesman's assistant accompanying a driver-salesman on any journey undertaken by the driver-salesman in the performance of his duties who is absent from his place of residence and his employer's establishment for one or more nights, his employer shall pay him for each night a subsistence allowance of—

(i) in the case of a driver-salesman, not less than R12; and

(ii) in the case of a driver-salesman's assistant, not less than R5,50:

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

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

(b) Any employer may require his representative or driver-salesman 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 him to comply with such a requirement, such employer shall, before any such journey is undertaken by such representative or driver-salesman, provide him with a suitable book or forms in or on which to keep suitable records.

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

(b) Paragraph (a) hereof shall not apply to—

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

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

(iii) an employee who is excluded from the hours of work provisions by virtue of clause 5 (a) or (b).

#### 4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clauses 3 (7) and 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly, during the hours of work or within 15 minutes of ceasing work, on the usual pay-day of the establishment for such employee (or, in the case of a shift worker, at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) or on termination of employment, if this takes place before the usual pay-day, and such amount shall



sodanige bedrag moet in 'n verseëelde koever of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

- (a) die werkgewer se naam;
- (b) die werknemer se naam of sy nommer op die betaalstaat en sy 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 werknemer se diens voortspuit;
- (h) besonderhede van enige bedrag wat afgetrek is;
- (i) die werklike bedrag wat aan die werknemer betaal word; en
- (j) die tydperk waarvoor die betaling geskied;

en sodanige koever 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 moet word aan 'n werknemer wat ingevolge klousule 5 (9) (a) of (b) van die werkbepalings uitgesluit is nie.

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

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

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

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

(6) *Aftekings.*—'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-, verskerings-, spaar-, voorsorg- of pensioenfonds, of vir ledigheid van vakvereniging;

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

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

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

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

(e) wanneer die gewone werkure by klousule 5 voorgeskryf weens korttyd verminderd 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 verminderd 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 gegee het van sy voorneme om die gewone werkure te verminder;

be contained in a sealed envelope or container on which shall be recorded, or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or his number on the pay-roll and his 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;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee: Provided that—

(i) at the written request of an employee, the amount due to him may be paid into his building society or bank account by his employer who shall hand to him the relevant receipt, together with the aforementioned statement;

(ii) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a) or (b).

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

(3) *Premiums.*—No payment shall be made to or be 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.....               | 1,65     | 7,15      |
| (ii) Lodging.....            | 0,85     | 3,68      |
| (iii) Board and lodging..... | 2,50     | 10,83     |

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

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

(ii) no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw 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) geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens 'n onklaarraking van masjinerie of installasie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

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

(i) enige paalement op 'n lening wat aan so 'n werknemer betaal is vir die verkryging van 'n huis; of

(ii) die huurgeld van enige huis of huisvesting in enige tehuis wat deur sodanige werknemer bewoon word;

indien sodanige huis of tehuis verskaf is deur bemiddeling van sodanige organisasie geheel of gedeeltelik met fondse wat vir daardie doel voorgeskiet is deur die Departement van Gemeenskapsbou, 'n bougenootskap of enige plaaslike owerheid.

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

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

(a) in die geval van 'n skofwerker—

(i) 46 in enige week van Maandag tot en met Saterdag; en  
(ii) behoudens subparagraaf (i) hiervan, agt op enige dag;

(b) in die geval van 'n werknemer, uitgesonderd 'n skofwerker, wat ses dae per week werk—

(i) 46 in 'n week van Maandag tot en met Saterdag; en  
(ii) behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op engeen van die ander dae tot agt en 'n half verleng kan word;

(c) in die geval van 'n werknemer uitgesonderd 'n skofwerker, wat vyf dae per week werk—

(i) 46 in 'n week van Maandag tot en met Vrydag; en  
(ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart op 'n dag.

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

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

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

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

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

(iv) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik persele 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 etenspouse 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;

(iii) no deduction shall be made in the case of short-time owing to a breakdown of plant or machinery or a breakdown of 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 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 any organisation wholly or partly with funds advanced for that purpose by the Department of Community Development, a building society or any local authority.

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

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

(a) in the case of a shift-worker—

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

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

(b) in the case of an employee, other than a shift worker, who works a six-day week—

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

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

(c) in the case of an employee, other than a shift worker, who works a five-day week—

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

(ii) subject to subparagraph (i) hereof, nine and a quarter on any day.

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

(3) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

(i) an employer may agree with his employee to reduce the period of such interval to not less than half an hour, and in that event, and after the employer has informed the Divisional Inspector, Department of 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 one quarter hours shall be deemed to be time worked;

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

(v) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;

(vi) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to 15 minutes;

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



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

(4) *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. Met dien verstande dat 'n werknemer wat die gewone werkure van die middagwerktydperk met minstens 10 minute verkort nie 'n ruspouse gedurende sodanige tydperk aan sy werknemer hoef toe te staan nie.

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

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

- (a) in die geval van 'n los werknemer, twee uur op 'n dag;
- (b) in die geval van enige ander werknemer—

(i) 10 uur in enige week gedurende die tydperk 1 Mei tot 31 Augustus;

(ii) 20 uur in enige week gedurende die tydperk 1 September tot 30 April.

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

- (a) tussen 18h00 en 06h00 te werk nie;
- (b) op meer as vyf dae in 'n week na 13h00 te werk nie;
- (c) meer as twee uur oortyd op 'n dag te werk nie, behalwe dat 'n werknemer wat 'n vyf dae per week werk, op 'n Saterdag tot vier uur oortyd mag werk, maar dan s6 dat die oortydwerk hoogstens 10 uur in enige week is;
- (d) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;
- (e) op meer as 60 dae in 'n jaar oortyd te werk nie;
- (f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd te werk nie, tensy hy—

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

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

(iii) sodanige werknemer minstens 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.

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

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

(i) een en 'n derde maal sy gewone loon ten opsigte van oortyd van altesaam hoogstens 10 uur deur sodanige werknemer in enige week gewerk;

(ii) een en 'n half maal sy gewone loon ten opsigte van oortyd van altesaam meer as 10 uur deur sodanige werknemer in enige week gewerk.

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

(i) 'n verteenwoordiger, 'n toesighoudende verkoper, 'n drywer-verkoopsman of 'n drywer-verkoopsman se assistent;

(ii) 'n voorman of 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en solank so 'n werknemer gereeld 'n loon van minstens R550 per maand ontvang in die landdrosdistrikte Bethlehem, George, Kroonstad, Odendaalsrus, Somerset-Wes en Virginia, en R600 per maand in die oorblywende gebiede in klousule 1 genoem;

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

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

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

(4) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as 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: Provided that an employer who reduces the ordinary hours of work of the afternoon work period by not less than 10 minutes, need not grant his employee a rest interval during such period.

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

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

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

(b) in the case of any other employee—

(i) 10 hours in any week during the period 1 May to 31 August;

(ii) 20 hours in any week during the period 1 September to 30 April.

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

(a) between 18h00 and 06h00;

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

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

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

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

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

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

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

(iii) paid such employee not less than 60c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

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

(b) in the case of any other employee—

(i) one and a third times his ordinary wage in respect of overtime not exceeding 10 hours in the aggregate worked by such employee in any week;

(ii) one and a half times his ordinary wage in respect of overtime worked in excess of 10 hours in the aggregate by such employee in any week.

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

(i) a representative, a vendor supervisor, a driver-salesman or a driver-salesman's assistant;

(ii) a foreman or a senior managerial or administrative employee or to a technical or professional employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R550 per month in the Magisterial Districts of Bethlehem, George, Kroonstad, Odendaalsrus, Somerset West and Virginia, and R600 per month in the remaining areas mentioned in clause 1;

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

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

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

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

(c) Subklousule (4) is nie van toepassing nie op 'n chauffeur, 'n drywer van 'n motorvoertuig of 'n arbeider wat sodanige drywer van 'n motorvoertuig op sy rondtes vergesel nie.

## 6. JAARLIKSE VERLOF

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

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

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

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

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

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

Met dien verstande dat, by die toepassing van hierdie klousule die weekloon van 'n toesighoudende verkoper of 'n drywer-verkopsman wat kommissiewerk doen, bereken word deur die besoldiging wat uit hoofde van sy ooreenkoms ingevolge klousule 9 (1) aan hom betaalbaar is ten opsigte van die 12 maande onmiddellik voor die datum waarop die verlof hom toekom, deur 52 te deel of, indien hy minder as 12 maande aldus gewerk het, deur die totale besoldiging wat aldus vir sodanige dienstydperk aan hom betaalbaar is, deur die getal voltooide weke in sodanige tydperk te deel.

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

(i) as sodanige verlof nie eerder toegestaan is nie, dit, behoudens subklousule (3), so toegestaan 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 kan toestaan met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

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

(a) siekteverlof wat ingevolge klousule 7 toegestaan is of met afwesigheid van werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (1) (i) of (iv) van altesaam hoogstens 10 weke in enige enkele jaar;

(b) enige tydperk waarin 'n werknemer—

(aa) kennis van diensopsegging ingevolge klousule 12 uitdien;

(ab) militêre opleiding of diens ondergaan ingevolge die Verdedigingswet, 1957, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem;

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

(iv) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging 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 oploopt: 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

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

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

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

## 6. ANNUAL LEAVE

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

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

(b) in the case of any other employee, 14 consecutive days' leave;

and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced;

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

Provided that for the purposes of this clause, the weekly wage of a vendor supervisor or driver-salesman 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 (1) in respect of the 12 months immediately preceding the date of the accrual of his leave by 52 or if he has had less than 12 months of such employment, by dividing the total remuneration so payable to him during his period of such employment by the number of completed weeks in such period.

(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 may grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

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

(a) sick leave granted in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (1) (i) or (iv) amounting in the aggregate to not more than 10 weeks in any one year;

(b) any period during which an employee is—

(aa) under notice of termination of employment in terms of clause 12;

(ab) on military training or service under the Defence Act, 1957, unless the employee so requests and the employer so agrees, in writing;

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

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

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

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



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

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

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

(5) Aan 'n werknemer wie se diens gedurende enige diens-termy n van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van so 'n termyn opgeloopt het, moet daar by sodanige diensbeëindiging, bene wens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige dienstermyn '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 enige tydperk van geleentheidsverlof wat hy op die skriftelike versoek van 'n werknemer aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek: Voorts met dien verstande dat, behoudens klousule 12 (4), 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermy n uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of

(ii) wat sy diens sonder 'n regsgeldige rede verlaat; of

(iii) wat sonder kennisgewing deur sy werkgewer ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is;

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

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

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

(a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 12 betaal in plaas van kennis te gee;

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

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7 of weens onge skiktheid in die omstandighede in klousule 7 (1) (i) of (iv) uiteengesit;

(iii) op las of versoek van sy werkgewer;

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

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

en word diens geag te begin—

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

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

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

(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 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) who leaves his employment without cause recognised by law as sufficient; or

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice;

shall not be entitled to any payment by virtue of this sub-clause.

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

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

(a) any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice;

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

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 7 or owing to inca-pacity in the circumstances set out in clause 7 (1) (i) or (iv);

(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 Deter-mination 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) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgewer vir die doel van jaarlikse verlof te eniger tyd maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting of 'n gedeelte van sy bedryfsinrigting sluit vir 14 agtereenvolgende dae plus alle addisionele dae wat moontlik uithoofde 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 ingevolge paragraaf (a) werksaam is, nie geregtig is op die volle tydperk van die jaarlikse verlof by subklousule (1) (b) voorgeskryf nie moet, ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in subklousule (5) vermeld, en vir die doel van jaarlikse verlof daarna moet sy diens geag word te begin op die datum waarop die bedryfsinrigting of gedeelte van die bedryfsinrigting, na gelang van die geval, aldus sluit.

## 7. SIEKTEVERLOF

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

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

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

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

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

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 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 hierdie subklousule vermeld;

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

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

(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 werkdade; of

(b) op die werkdag onmiddellik vóór of die werkdag onmiddellik ná 'n Sondag of Nuwejaarsdag, Goë Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag; of

(c) op die werkdag onmiddellik ná die eerste Maandag na Nuwejaarsdag, Republiekdag, Geloftedag of Kersdag, wanneer so 'n vakansiedag 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.

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

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

## 7. SICK LEAVE

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

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

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

sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;

(ii) this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for 20 or 24 work-days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate may be reduced but to not less than the rate of accrual set out in the first proviso to this subclause;

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

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

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

(a) for a period covering more than three consecutive days; or

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

(c) on the work-day immediately succeeding the first Monday after New Year's Day, Republic Day, the Day of the Covenant or Christmas Day whenever such holiday falls 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) Wanneer 'n werknemer gedurende die eerste siklus van 24 maande diens by dieselfde werkgever weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde dienssiklus of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetal vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking “diens” geag te omvat—

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

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1);

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

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

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

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

#### 8. OPENBARE VAKANSIEDAE EN SONDAE

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

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

(a) die werknemer—

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

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

(b) die werknemer teen minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne sewe dae vanaf sodanige Sondag een dag verlof 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.

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

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

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

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

(aa) on leave in terms of clause 6;

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

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

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

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

and any period of employment which an employee has had with the same employer immediately before the date on which this Determination became binding shall for the purposes of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

(b) “incapacity” means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

#### 8. PUBLIC HOLIDAYS AND SUNDAYS

(1) Subject to clauses 4 (6) and 6 (2), if an employee, other than a casual employee, does not work on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, or whenever New Year's Day, Republic Day, the 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 employee works on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, or whenever New Year's Day, Republic Day, the 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 of such day: Provided that where such an employee is required or permitted to work for less than four hours on such day he shall be deemed to have worked for four hours.

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

(a) pay the employee—

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

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

(b) pay the employee at a rate 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) Wanneer 'n skofwerker 'n skof werk wat gedeeltelik op 'n Sondag of op enige openbare vakansiedag in subklousule (1) gemeld en gedeeltelik op enige ander dag val, moet daar geag word dat die hele skof gewerk is op die dag waarop die grootste gedeelte van sodanige skof val.

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

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

(b) op 'n los werknemer of 'n wag.

#### 9. KOMMISSIEWERK

(1) 'n Toesighoudende verkoper of 'n drywer-verkoopman wat volgens 'n ooreenkoms met sy werkgever kommissiewerk onderneem, moet, voordat sodanige werk begin, deur sy werkgever voorsien word van 'n juiste kopie van die ooreenkoms of 'n verklaring wat die bepalinge van die ooreenkoms bevat en wat moet insluit—

(a) die week- of maandloon aan die toesighoudende verkoper of die drywer-verkoopman betaalbaar, indien sodanige loon hoër is as dié wat by klousule 3 (1) vir so 'n toesighoudende verkoper of drywer-verkoopman 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 toesighoudende verkoper of die drywer-verkoopman vereis word of hy toegelaat word om te werk;

(d) die dag waarop die kommissie wat by die beëindiging van die dienskontrak opgeloopt het, betaal moet word: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die week wat volg op die week waarin die diens beëindig is.

(2) Die bepalinge van die ooreenkoms in subklousule (1) bedoel, mag vir die toesighoudende verkoper of die drywer-verkoopman geldelik nie minder voordelig wees nie as die betrokke bepalinge van hierdie Vastelling: Met dien verstande dat die besoldiging van 'n toesighoudende verkoper of 'n drywer-verkoopman 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.

(3) Behoudens klousule 4 (6), moet 'n werkgever sy toesighoudende verkoper of drywer-verkoopman wat kommissiewerk onderneem minstens die besoldiging betaal waaroor hulle ooreengekom het: Met dien verstande dat die besoldiging van so 'n toesighoudende verkoper of drywer-verkoopman vir elke tydperk nie minder mag wees nie as dié wat ingevolge klousule 3 (1) of subklousule (1) hiervan, na gelang van die geval, vir daardie tydperk aan hom verskuldig sou wees.

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

#### 10. VERBOD OP INDIENSNEMING

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

#### 11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

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

#### 12. BEËINDIGING VAN DIENSKONTRAK

(1) 'n Werkgever 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 werkgever of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing,

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

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

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

(b) a casual employee or a watchman.

#### 9. COMMISSION WORK

(1) A vendor supervisor or driver-salesman 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 vendor supervisor or driver-salesman, where such wage is higher than that prescribed in clause 3 (1) for such vendor supervisor or driver-salesman, 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 vendor supervisor or driver-salesman is required or permitted to work;

(d) the day of payment of commission accrued at termination of the contract of employment: Provided that such day of payment shall be not later than the last work-day of the week succeeding the week during which employment was terminated.

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

(3) Save as provided in clause 4 (6), an employer shall pay to his vendor supervisor or driver-salesman who is employed on commission work, remuneration at not less than the rate agreed upon between them: Provided that the remuneration of such vendor supervisor or driver-salesman 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) or subclause (1) hereof, as the case may be.

(4) An employer or a vendor supervisor or driver-salesman 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 vendor supervisor or driver-salesman 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 to wash and iron any such uniform, overall or protective clothing, in which event the employer shall pay such employee an allowance of not less than 30c every week.

#### 12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

(b) after the first four weeks of employment, not less than one week's;

notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the



aan die werknemer of die werkgever, na gelang van die geval, te betaal—

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

(ab) 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 werkgever of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgever 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 werkgever hom betaal in plaas van kennis te gee, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreengekom is.

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

(i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof toegestaan 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 toegestaan ingevolge klousule 7 of weens ongeskiktheid in die omstandighede in klousule 7 (1) (i) of (iv) uiteengesit van altesaam hoogstens 10 weke in enige jaar kennis gegee mag word nie.

(4) Ondanks andersluidende bepalings in hierdie Vasstelling mag 'n werkgever, 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 werkgever te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer 'n werkgever 'n bedrag aldus aan homself toeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (5) geag word dat die werknemer die werkgever 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 werkgever by beëindiging van enige dienskontrak die werknemer voorsien van 'n dienssertifikaat wesenlik in die volgende vorm, waarin die volle name van die werkgever 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(\*)  
wat die Roomysnywerheid beoefen te  
verklaar hierby dat  
in my/ons(\*) diens was van die ..... dag  
van ..... 19 ..... tot die ..... dag  
van ..... 19 ..... as(†)  
By diensbeëindiging was sy/haar(\*) loon  
rand per week/maand(\*).

Handtekening van werkgever  
of gemagtigde verteenwoordiger

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

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

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

employee or paying the employer, as the case may be, in lieu of such notice not less than—

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

(ab) in the case of one week's notice, the weekly wage which the employee is receiving at the time of such termination;

Provided that this shall not affect—

(i) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

(iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts;

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

(2) Where there is an agreement in terms of the second proviso to subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

(3) The notice prescribed in subclause (1) may be given on any work-day: Provided that—

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

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (1) (i) or (iv) amounting in the aggregate to not more than 10 weeks in any one year.

(4) Notwithstanding anything to the contrary in this Determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, the employee shall for the purposes of clause 6 (5) be deemed to have paid the employer in lieu of notice.

### 13. 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(\*)  
carrying on trade in the Ice-cream Manufacturing Industry at  
hereby certify that  
was employed by me/us(\*) from the ..... day  
of ..... 19 ..... to the ..... day  
of ..... 19 ..... as(†)  
At the termination of employment his/her(\*) wage was R .....  
per week/month(\*).

Signature of employer or  
authorised representative

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

(\*) Delete whichever is inapplicable.

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

## 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.....  
 Etenstye van.....tot.....  
 Besonderhede van enige ongeluk of vertraging.....

Handtekening van drywer  
 van motorvoertuig

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

(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, drie jaar lank na sodanige indiening bewaar.

No. R. 2059

21 September 1979

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

#### ROOMYSNYWERHEID, SEKERE GEBIEDE

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Loonvasstelling vir die Roomysnywerheid, Sekere Gebiede, gepubliseer by Goewermenskennisgewing R. 2058 van 21 September 1979, oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 2114

21 September 1979

### LOONWET, 1957

#### INTREKKING VAN DIE BEPALINGS VAN LOONVASSTELLING 317

#### NYWERHEID VIR DIE VERVAARDIGING VAN ROOMYS, SEKERE GEBIEDE

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, trek hierby in kragtens artikel 16 van die Loonwet, 1957, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, al die bepalings van Loonvasstelling 317, gepubliseer by Goewermenskennisgewing R. 710 van 8 Mei 1970, soos gewysig by Goewermenskennisgewing R. 2242 van 28 November 1975.

S. P. BOTHA, Minister van Mannekragbenutting.

## 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 hours from.....to.....  
 Particulars of any accident or delay.....

Signature of driver of  
 motor vehicle

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

(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 three years subsequent to such delivery.

No. R. 2059

21 September 1979

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

#### ICE-CREAM MANUFACTURING INDUSTRY, CERTAIN AREAS

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Wage Determination for the Ice-cream Manufacturing Industry, Certain Areas, published under Government Notice R. 2058 of 21 September 1979, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act.

S. P. BOTHA, Minister of Manpower Utilisation.

No. R. 2114

21 September 1979

### WAGE ACT, 1957

#### CANCELLATION OF THE PROVISIONS OF WAGE DETERMINATION 317

#### ICE-CREAM MANUFACTURING INDUSTRY, CERTAIN AREAS

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 16 of the Wage Act, 1957, cancel, with effect from the second Monday after the date of publication of this notice, all the provisions of Wage Determination 317, published under Government Notice R. 710 of 8 May 1970, as amended by Government Notice R. 2242 of 28 November 1975.

S. P. BOTHA, Minister of Manpower Utilisation.



**BOTHALIA**

Bothalia is 'n medium vir die publikasie van plantkundige artikels oor die flora en plantegroei van Suidelike Afrika. Een of twee dele van die tydskrif word jaarliks gepubliseer.

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| Vol. 5 1950 R3                                                     |                                                                       |
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| Vol. 4 Part 1 1941 75c<br>2 1942 75c<br>3 1948 75c<br>4 1948 75c     | Supplement<br>Vol. 9 Part 1 1966 R3<br>2 1967 R3<br>3 and 4<br>1969 R6 |
| Vol. 5 1950 R3                                                       |                                                                        |
| Vol. 6 Part 1 1951 R1,50<br>2 1954 R2,50<br>3 1956 R2<br>4 1957 R2   | Vol. 10 Part 1 1969 R3<br>2 1971 R3<br>3 1971 R3<br>4 1972 R3          |
| Vol. 7 Part 1 1958 R2<br>2 1960 R3<br>3 1961 R3<br>4 1962 R3         | Vol. 11 Part 1 and 2<br>1973 R6<br>3 1974 R3<br>4 1975 R3              |
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Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

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