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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 2311 15 December 1972

WAGE ACT, 1957

WAGE DETERMINATION 348

STEVEDORING TRADE IN THE MAGISTERIAL DISTRICTS OF THE CAPE, PORT ELIZABETH, EAST LONDON AND DURBAN

By direction of the Minister of Labour it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister, under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Stevedoring Trade in the Magisterial Districts of The Cape, Port Elizabeth, East London and Durban, and has fixed the second Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all the employers and all their employees for whom wages are prescribed in clause 3 in the Stevedoring Trade in the Magisterial Districts of The Cape, Port Elizabeth, East London and Durban.

2. DEFINITIONS

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

(1) "Area A" means the Magisterial District of The Cape; (6)
(2) "Area B" means the Magisterial District of Port Elizabeth; (7)

(3) "Area C" means the Magisterial District of East London; (8)

(4) "Area D" means the Magisterial District of Durban; (9)

(5) "assistant foreman" means an employee who, during the loading or unloading of a ship and under the supervision of a foreman, exercises supervision over the gangwaymen, leaders, indunas or serangs, senior indunas or serangs, grain trimmers, winchmen and stevedoring hands who are working on such ship and who may be required to maintain the necessary liaison with the ship's officers and, before the commencement of work on any day, to recruit or assist in the recruiting of the labour required for the day; (1)

(6) "bulk cargo" means any cargo such as copper bars when not unitised, gypsum, ore, potash or superphosphate which is not packed in containers and which has to be stowed in or removed from a ship in a loose form, but does not include cargo such as timber, steel plates or rods or pieces of machinery which, while not packed in containers, is conveyed by the piece or in bundles; (17)

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 2311 15 Desember 1972

LOONWET, 1957

LOONVASSTELLING 348

STUWADOORSBEDRYF IN DIE LANDDROS-DISTRIKTE DIE KAAP, PORT ELIZABETH, OOS-LONDEN EN DURBAN

In opdrag van die Minister van Arbeid, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Stuwadoorsbedryf in die Landdrosdistrikte Die Kaap, Port Elizabeth, Oos-Londen en Durban, gemaak en die tweede Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op al die werkgewers en al hul werknemers vir wie lone in klousule 3 voorgeskryf word in die Stuwadoorsbedryf in die landdrosdistrikte Die Kaap, Port Elizabeth, Oos-Londen en Durban.

2. WOORDOMSKRYWINGS

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

(1) "assistent-voorman" 'n werknemer wat by die laai of aflaai van 'n skip en onder die toesig van 'n voorman, toesig uitoefen oor die gangboordmanne, leiers, indoenas of serangs, senior indoenas of serangs, graanstuwers, windasmanne en stuwadoors wat op so 'n skip werksaam is en van wie vereis kan word om die nodige skakeling met die skeepsoffisiere te behou en om, vóór die aanvang van die werk op enige dag, die arbeiders vir dié dag se werk te werf of te help werf; (5)

(2) "bediener van 'n mobiele hystoestel" 'n werknemer wat 'n kragaaangedrewe mobiele hystoestel bedien wat by die laai, aflaai, versit of opstapel van goedere gebruik word; (20)

(3) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Stuwadoorsbedryf in diens is; (11)

(4) "daaglikse werknemer" 'n werknemer wat by die dag in diens geneem word om die werk van 'n stuwadoor, leier, windasman, gangboordman, indoea of serang, skakelindoea of -serang, senior indoea of serang of graanstuwer te verrig; (8)

(5) "drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordomskrywing omvat die uitdrukking "n motorvoertuig dryf" alle tydperke

(7) "cool chamber" means a chamber equipped with cooling apparatus which, when operated, maintains the temperature within the chamber, when closed, at between $-3,3^{\circ}\text{C}$ and 10°C inclusive, but which shall be deemed not to be a cool chamber when the cooling apparatus is not so operated and the chamber is used for the stowing of cargo which does not require a temperature lower than that naturally prevailing; (14)

(8) "daily employee" means an employee engaged by the day to perform the work of a stevedoring hand, leader, winchman, gangwayman, induna or serang, liaison induna or serang, senior induna or serang, or grain trimmer; (4)

(9) "dirty cargo" means—

(a) basic slag, carbon black, cement, coal, ochre, oxide, soda ash, sulphur, triple superphosphate, wet hides or whalebone meal;

(b) grain or phosphates in bulk;

(c) chalk, clay, lucerne meal or pitch in hessian or paper bags;

(d) asbestos in hessian or paper bags or in open compressed bundles; (26)

(10) "driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (5)

(11) "establishment" means any premises in or in connection with which one or more employees are employed in the Stevedoring Trade; (3)

(12) "foreman" means an employee who, during the loading or unloading of a ship, is responsible for the supervision of the assistant foremen, gangwaymen, leaders, indunas or serangs, senior indunas or serangs, grain trimmers, winchmen and stevedoring hands who are working on such ship and for the necessary liaison with the ship's officers, and who may be required, before the commencement of work on any day, to recruit the labour required for that day; (24)

(13) "freezing chamber" means a chamber equipped with cooling apparatus which, when operated, maintains the temperature within the chamber, when closed, below $-3,30^{\circ}\text{C}$ but which shall be deemed not to be a freezing chamber when the cooling apparatus is not so operated and the chamber is used for the stowing of cargo which does not require a temperature lower than that naturally prevailing; (25)

(14) "gangwayman" means an employee who is engaged in giving directional signals to a crane driver or a winchman and who in addition may assist in the topping, lowering or setting of derricks or in the rigging of snatch blocks; (10)

(15) "grain trimmer" means an employee who, in the process of the bulk loading of grain, is engaged in trimming grain by power-driven machine; (12)

(16) "induna or serang" means an employee who, under the control of a foreman or assistant foreman, supervises and directs a team of stevedoring hands, and who may be required, before the commencement of work on any day, to recruit the labour required for that day; (13)

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

(18) "leader" means an employee who, while performing the duties of a stevedoring hand, in addition and under the supervision of a foreman, assistant foreman or an induna or serang, directs other stevedoring hands in the stowing of cargo; (15)

(19) "liaison induna or serang" means an employee who is charged by his employer with liaison duties between the employer and his employees working on a ship; (21)

(20) "mobile hoist operator" means an employee who is engaged in operating a mobile power-driven hoist used in the loading, unloading, moving or stacking of goods; (2)

(21) "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; (18)

(22) "senior induna or serang" means an employee who, under the control of a foreman or assistant foreman, is engaged on a ship in supervising or directing the work of two or more indunas or serangs and their teams of stevedoring hands; (20)

(23) "stevedoring hand" means an employee who is engaged in performing any one or more of the following operations on a ship:

(i) Removing or replacing beams, hatch covers or hatch boards;

(ii) affixing or removing tarpaulins over hatch covers or deck cargo;

(iii) placing in position or removing dunnage;

(iv) moving any matter that may restrict or hamper the unloading, loading or stowing of any cargo;

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; (10)

(6) "Gebied A" die landdrostdistrik Die Kaap; (1)

(7) "Gebied B" die landdrostdistrik Port Elizabeth; (2)

(8) "Gebied C" die landdrostdistrik Oos-Londen; (3)

(9) "Gebied D" die landdrostdistrik Durban; (4)

(10) "gangboordman" 'n werknemer wat aanwysingstekens aan 'n kraandrywer of windasman gee en wat daarbenewens kan help om laaibome op te hys, neer te laat of te stel of om vangblokke te manipuleer; (14)

(11) "giftige vrag" vrag wat chemiese hoedanighede besit wat besering veroorsaak of waarskynlik sal veroorsaak aan 'n menslike liggaam wat daaraan blootgestel word of daarmee in aanraking kom; (26)

(12) "graanstuwer" 'n werknemer wat gedurende die laai van los graan die eweredige verspreiding van die graan met 'n kragmasjien waarneem; (15)

(13) "indoena of serang" 'n werknemer wat, onder die beheer van 'n voorman of assistent-voorman, oor 'n span stuwadoors toesig hou en opdragte aan hulle gee en van wie vereis kan word om, vóór die aanvang van die werk op enige dag, die arbeiders vir dié dag se werk te werf; (16)

(14) "koelkamer" 'n kamer uitgerus met koelapparaat wat, wanneer dit werk, die temperatuur binne die kamer, as dit toe is op $-3,3^{\circ}\text{C}$ tot en met 10°C hou, maar wat nie as 'n koelkamer geag moet word wanneer die koelapparaat nie aldus werk nie en die kamer gebruik word vir die stuwang van vrag wat nie laer temperatuur as die heersende vereis nie; (7)

(15) "leier" 'n werknemer wat, terwyl hy die pligte van 'n stuwadoor nakom, ook, onder toesig van 'n voorman, assistent-voorman of 'n indoena of serang, opdragte aan ander stuwadoors gee in verband met die stuwang van vrag; (18)

(16) "loon" die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat, as 'n werknemer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dié sodanige hoër loon beteken; (27)

(17) "los vrag" enige vrag soos los koperstawe, gips, erts, potas of superfosfaat wat nie in houers verpak word nie en wat los in 'n skip gestu of daaruit verwyder moet word, maar omvat nie vragte soos timmerhout, staalplate of -stawe of onderdele van masjinerie wat, hoewel dit nie in houers verpak is nie, stuk-stuk of in bondels vervoer word; (6)

(18) "motorvoertuig" 'n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere, en omvat dit ook 'n voorhaker en 'n trekker maar nie 'n mobiele hystoestel nie; (21)

(19) "pakhuisman" 'n werknemer wat algemene toesig hou oor voorrade en wat daarvoor verantwoordelik is om uitrusting in 'n pakhuis te ontvang, op te berg, of vir verbruik uit te reik, en van wie vereis kan word om aantekening te hou van sodanige uitrusting wat ontvang, opgeberg of uitgereik is; (25)

(20) "senior indoena of serang" 'n werknemer wat, onder beheer van 'n voorman of assistent-voorman, op 'n skip toesig hou oor of opdragte gee in verband met die werk van twee of meer indoenas of serangs en hul spanne stuwadoors; (22)

(21) "skakelindoena of -serang" 'n werknemer wat deur sy werkgever belas word met skakelpligte tussen die werkgever en sy werknemers wat op 'n skip werk; (19)

(22) "stuwadoor" 'n werknemer wat een of meer van die volgende werksaamhede op 'n skip verrig:

(i) Die verwydering of terugplasing van balke, luikdeksels of luikplanke;

(ii) die vasmaak of verwydering van bokseile oor luikdeksels of dekvrage;

(iii) stumateriaal in posisie plaas of dit verwyder;

(iv) die verskuiwing van enigiets wat die aflaai, laai of stuwang van enige vrag kan beperk of belemmer;

(v) die haal van vrag uit die ruim of van die dek van 'n skip, die laai van die vrag op laaislingers of -platforms, of die vasmaak van die vrag op ander toestelle voordat die vrag deur hyskrane of laaibome wat deur 'n windas gewerk word, opgehef en verwyder word;

(vi) die verwydering van vrag van laaislingers, -platforms of ander toestelle wat gebruik word om dié vrag na die dek of ruim van 'n skip te vervoer of die stuwang, opstapeling of vasmaak van sodanige vrag;

(vii) die laai van los vrag in houers voordat dit van 'n skip verwyder word;

(viii) die eweredige verspreiding van los vrag wanneer dit gelaai of afgelaai word, uitgesonderd die werk van 'n graanstuwer;

(ix) die aanhaak van laaislingers, -platforms of ander toestelle aan die hyskabel van 'n kraan of windas of die afhaak van sulke kables van vragte wat op 'n skip neergelaat word;

(x) die oopmaak van houers wat vrag bevat wat as los vrag ingelaai moet word, of die leegmaak van dié houers in die ruim van die skip;

(v) collecting cargo from the hold or deck of a ship, loading such cargo on to slings or platforms or affixing such cargo to other appliances prior to the hoisting and removal of such cargo by cranes or winch operated derricks;

(vi) removing cargo from slings, platforms or other appliances used for conveying such cargo to the deck or hold of a ship or stowing, stacking or securing such cargo;

(vii) loading bulk cargo into containers prior to removal from a ship;

(viii) trimming bulk cargo during the process of loading or unloading, other than the work of a grain trimmer;

(ix) affixing slings, platforms or other appliances to the hoisting cable of a crane or winch or detaching such cables from loads deposited on a ship;

(x) opening containers of cargo to be loaded as bulk cargo or emptying such containers into the hold of a ship;

(xi) cleaning or preparing (including chipping) a hold, compartment, chamber, locker, bin or tank in a ship or on the deck of a ship;

(xii) generally any work which may be necessary for the efficient performance of the stevedoring operations referred to in subparagraphs (i) to (xi) of this definition but not elsewhere defined in this subclause;

and who may be required, on the quayside, to collect, load, unload, maintain or make up any stevedoring equipment or appliances which are the property of his employer and to return such equipment to store; (22)

(24) "Stevedoring Trade" means—

(a) the trade in which employers and employees are associated for the purpose of loading or unloading or loading and unloading ships and includes all operations incidental to or consequent on any of the aforesaid activities, whether such operations are performed on a ship or on shore,

(b) the trade in which employers are associated with their employees for the purpose of supplying from among their said employees such labour as may be required by employers referred to in (a) hereof or by any other persons for any activity or operation mentioned in (a) hereof,

and for the purpose of this definition the expression "loading" includes the stowing or restowing of cargo; (23)

(25) "storeman" means an employee who is in general charge of stores and who is responsible for receiving equipment into a store, the storing of such equipment and the issuing thereof for use and who may be required to maintain records of such equipment received, stored or issued; (19)

(26) "toxic cargo" means cargo which has chemical properties that cause or are likely to cause injury to a human body exposed thereto or coming in contact therewith; (11)

(27) "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 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; (15)

(28) "weekly employee" means an employee other than a daily employee; (27)

(29) "winchman" means an employee who is engaged in operating a winch or a ship's crane and who in addition may give directional signals and assist in the topping, lowering or setting of derricks or in the rigging of snatch blocks. (29)

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

3. REMUNERATION

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

(a) Daily employees.

	In Area A	In all other areas
	Per day R	Per day R
Gangwayman.....	4,00	3,50
Grain trimmer.....	4,30	3,80
Induna or serang.....	4,80	4,30
Leader.....	3,80	3,40
Liaison induna or serang.....	4,80	4,30
Senior induna or serang.....	5,20	5,00
Stevedoring hand.....	3,50	3,20
Winchman.....	4,00	3,50:

Provided that—

(i) the prescribed daily wage of an induna or serang shall be increased by 30 cents per day for each day on which he is required to recruit or assist in recruiting the labour force prior to the commencement of the ordinary hours of work for the day;

(xi) die skoonmaak of voorbereiding (met inbegrip van die skoonkap) van 'n ruim, afdeling, kamer, sluitkas, bak of tenk in 'n skip of op die dek van 'n skip;

(xii) enige werk in die algemeen wat nodig mag wees vir die doeltreffende uitvoering van die stuwadoorswerk saamhede wat in subparagrafe (i) tot (xi) van hierdie woordomskrif vermeld word maar wat nie elders in hierdie subklousule omskryf is nie;

en van wie vereis kan word om op die kaai enige stuwadoors-uitrusting of -toestelle wat die eiendom van sy werkgever is, bymekaar te maak, te laai, af te laai, instand te hou of gereed te maak en om sodanige uitrusting na die pakhuis terug te neem; (23)

(23) "Stuwadoorsbedryf"—

(a) die bedryf waarin werkgevers en werknemers met mekaar geassosieer is met die doel om skepe te laai of af te laai of skepe te laai en af te laai en omvat dit ook alle werksaamhede wat daarmee in verband staan of daaruit voortvloei, afgesien daarvan of sodanige werksaamhede op 'n skip of aan wal verrig word;

(b) die bedryf waarin werkgevers en werknemers met mekaar geassosieer is met die doel om uit die geledere van bedoelde werknemers, dié arbeid te verskaf wat die werkgevers soos in (a) hiervan bedoel of ander persone nodig mag hê vir 'n werksaamheid in (a) hiervan bedoel;

en vir die doel van hierdie omskrywing omvat die uitdrukking "laai" ook die stuwing of herstuwing van vrag; (24)

(24) "voorman" 'n werknemer wat by die laai of aflaa van 'n skip verantwoordelik is vir die toesig oor die assistent-voorman, gangboordmanne, leiers, indoenas of serangs, senior indoenas of serangs, graanstuwers, windasmanne en stuwadoors wat op sodanige skip werksaam is en vir die nodige skakeling met die skeeps-offisiere, en van wie vereis kan word om, vóór die aanvang van die werk op enige dag, die arbeiders vir dié dag se werk te werf; (12)

(25) "vrieskamer" 'n kamer uitgerus met koelapparaat wat, wanneer dit werk, die temperatuur binne die kamer, as dit toe is, onder $-3,3^{\circ}\text{C}$ hou, maar wat nie as 'n vrieskamer geag moet word wanneer die koelapparaat nie aldus werk nie en die kamer gebruik word vir die stuwing van vrag wat nie 'n laer temperatuur as die heersende vereis nie; (13)

(26) "vuil vrag"—

(a) basiese slak, koolswart, sement, steenkool, oker, oksied, soda-as, swael, driefvoudige superfosfaat, nat velle of walvis-beenmeel;

(b) los graan of fosfate;

(c) kalksteen, klei, lusernmeel of pik in goiing- of papersakke;

(d) asbes in goiing- of papiersakke of in oop saamgeperste bondels; (9)

(27) "weeklikse werknemer" 'n ander werknemer as 'n daaglikse werknemer; (28)

(28) "wet" ook die gemene reg; (17)

(29) "windasman" 'n werknemer wat 'n windas of 'n skeepskraan bedien en wat ook rigtingstekens kan gee en help om laaibome op te hys, neer te laat of te stel of om vangblokke te manipuleer. (29)

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

3. BESOLDIGING

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

(a) Daaglikse werknemers.

	In Gebied A	In alle ander gebiede
	Per dag R	Per dag R
Gangboordman.....	4,00	3,50
Graanstuwer.....	4,30	3,80
Indoena of serang.....	4,80	4,30
Leier.....	3,80	3,40
Skakelindoena of serang.....	4,80	4,30
Senior indoena of serang.....	5,20	5,00
Stuwadoor.....	3,50	3,20
Windsman.....	4,00	3,50:

Met dien verstande dat—

(i) die voorgeskrewe dagloon van 'n indoena of serang met 30 sent per dag verhoog moet word vir elke dag waarop van hom vereis word om, vóór die aanvang van die gewone werkure, die arbeidskragte vir dié dag se werk te werf of te help werf;

(ii) the prescribed daily wage of a winchman in Area D shall be R3,90.

(b) *Weekly employees.*

	In Area A	In Areas B and C	In Area D
	Per week R	Per week R	Per week R
Assistant foreman—			
during the first year of employment.....	31,00	31,00	31,00
during the second year of employment.....	35,00	35,00	35,00
during the third year of employment.....	39,00	39,00	39,00
Thereafter.....	44,00	44,00	44,00
Driver of a motor vehicle.....	24,00	24,00	24,00
Foreman.....	50,00	50,00	50,00
Gangwayman.....	18,00	16,00	11,00
Grain trimmer.....	19,50	17,40	12,40
Induna or serang.....	24,00	21,50	16,50
Leader.....	17,20	15,50	10,50
Liaison induna or serang.....	24,00	21,50	16,50
Mobile hoist operator.....	16,00	16,00	16,00
Senior induna or serang.....	26,00	25,00	17,50
Stevedoring hand.....	16,00	14,50	9,50
Storeman.....	36,50	36,50	36,50
Winchman.....	18,00	16,00	11,00:

Provided that in Area D the weekly wage prescribed for an employee mentioned hereunder shall be increased for each day, except Saturday, Sunday, New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, on which such employee works, by the amount set out hereunder for an employee of his class:

	Per day R
Gangwayman, induna or serang, leader, liaison induna or serang, grain trimmer or stevedoring hand.....	1,00
Winchman.....	1,40
Senior induna or serang.....	1,50

(2) Subject to the provisions of clause 4 (4), a daily employee shall be paid his full daily remuneration for his ordinary hours of work prescribed in clause 5 for each day from Monday to Friday, inclusive: Provided that—

(i) if on any day a daily employee is recruited to work and reports at the place at which work is to be performed at the time work is due to commence and is prevented from commencing or continuing work through circumstances (other than sickness) beyond his control, he shall, if the day be any day from Monday to Friday, inclusive, in respect of that day be paid—

(ia) not less than two-thirds of his daily wage if he is required to work or hold himself available for work until not later than the commencement of the meal interval during ordinary hours of work of the day; and

(ib) not less than his full daily wage if he is required to work or hold himself available for work until after the commencement of such meal interval;

(ii) an employer may require his employee to work in connection with the loading or unloading of more than one ship on any day.

(3) *Calculation of wages.*—(a) The daily wage of an employee, other than a daily employee, shall be his weekly wage divided by five.

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

(4) *Basis of contract.*—For the purpose of this clause the contract of employment of an employee, other than a daily employee, shall be on a weekly basis, and, save as provided in clause 4 (4), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with subclause (7), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 5 or less.

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

(ii) die voorgeskrywe dagloon van 'n windasman in Gebied D R3,90 is.

(b) *Weeklikse werknemers.*

	In Gebied A	In Gebiede B en C	In Gebied D
	Per week R	Per week R	Per week R
Assistent-voorman—			
gedurende die eerste jaar diens	31,00	31,00	31,00
gedurende die tweede jaar diens.....	35,00	35,00	35,00
gedurende die derde jaar diens	39,00	39,00	39,00
Daarna.....	44,00	44,00	44,00
Drywer van 'n motorvoertuig..	24,00	24,00	24,00
Voorman.....	50,00	50,00	50,00
Gangboordman.....	18,00	16,00	11,00
Graanstuwer.....	19,50	17,40	12,40
Indoena of serang.....	24,00	21,50	16,50
Leier.....	17,20	15,50	10,50
Skakelindoena of -serang.....	24,00	21,50	16,50
Bediener van mobiele hystoestel	16,00	16,00	16,00
Senior indoena of serang.....	26,00	25,00	17,50
Stuwadoor.....	16,00	14,50	9,50
Pakhuisman.....	36,50	36,50	36,50
Windasman.....	18,00	16,00	11,00:

Met dien verstande dat in Gebied D die weekloon voorgeskryf vir 'n werknemer hieronder genoem, vir elke dag, behalwe Saterdag, Sondag, Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag, waarop so 'n werknemer werk, verhoog moet word met die bedrag hieronder vir 'n werknemer van sy klas uiteengesit:

	Per dag R
Gangboordman, indoena of serang, leier, skakel-indoena of -serang, graanstuwer of stuwadoor	1,00
Windasman.....	1,40
Senior indoena of serang.....	1,50

(2) Behoudens die bepalinge van klousule 4 (4) moet 'n daaglikse werknemer sy volle daaglikse besoldiging betaal word vir sy gewone werkure wat in klousule 5 voorgeskryf word vir elke dag van Maandag tot en met Vrydag: Met dien verstande dat—

(i) as 'n daaglikse werknemer op enige dag gewerk word om te werk en hy hom aanmeld by die plek waar werk verrig moet word op die tyd waarop die werk 'n aanvang moet neem en hy verhinder word om met sy werk te begin of daarmee vol te hou weens omstandighede (uitgesonderd siekte) buite sy beheer, die volgende aan hom betaal moet word ten opsigte van daardie dag as die dag enige dag van Maandag tot en met Vrydag is—

(ia) minstens twee-derdes van sy dagloon as van hom vereis word om te werk of om hom vir werk beskikbaar te hou tot nie later nie as die aanvang van die etenspouse gedurende die gewone werkure van die dag; en

(ib) minstens sy volle dagloon as van hom vereis word om te werk of om hom vir werk beskikbaar te hou tot na die aanvang van sodanige etenspouse;

(ii) 'n werkgewer van sy werknemer kan vereis om in verband met die laai of aflaai van meer as een skip op enige dag te werk.

(3) *Loonberekening.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n daaglikse werknemer, is sy weekloon gedeel deur vyf.

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

(4) *Kontrakgrondslag.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n daaglikse werknemer, op 'n weeklikse grondslag berus en, behoudens die bepalinge van klousule 4 (4), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met subklousule (7), 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.

(5) Tensy uitdruklik anders bepaal in 'n skriftelike kontrak tussen die werkgewer en sy werknemer, moet niks in hierdie Vasstelling so uitgelê word dat dit 'n werkgewer verhinder om van 'n werknemer te vereis om werk van 'n ander klas te verrig nie waarvoor dieselfde of 'n laer loon voorgeskryf word as dié wat vir sodanige werknemer voorgeskryf is.

(6) *Special cargo allowances.*—(a) In addition to the wages prescribed in subclauses (1) (a) and (1) (b) of this clause, an employee who is required on any day—

- (i) to handle bulk, dirty or toxic cargo in the hold of a ship or cargo in a cool chamber or a freezing chamber, or
- (ii) to otherwise perform his duties in a freezing chamber or in relation to toxic cargo in the hold of a ship,

shall for such work performed on that day be paid the allowances set out hereunder:

	Cents
For handling cargo or otherwise performing duty in a freezing chamber.....	36
For handling cargo in a cool chamber.....	21
For handling bulk cargo.....	21
For handling dirty cargo.....	29
For handling toxic cargo or otherwise performing his duty in relation to such cargo.....	36

(b) The allowances payable in terms of paragraph (a) of this subclause shall be paid in respect of any day on which the employee so handles such cargo or otherwise so performs his duty, irrespective of the time (including overtime) spent on such work: Provided that, if on any day an employee qualifies for different allowances, the payment of the higher allowance shall be deemed to include the lower allowance.

(7) *Differential wage.*—An employer who engages an employee to perform any class of work for which a wage is prescribed in subclause (1) (a) or (1) (b) and during any day requires such employee to perform work of another class for which a higher wage is prescribed in those subclauses shall—

(a) if the employee is required to perform such other class of work for more than four hours on that day, pay such employee not less than such higher wage for the whole of that day; and

(b) if the employee is required to perform such other class of work for more than one hour but not more than four hours, pay him for that day not less than half the daily wage prescribed for an employee of his class plus half the daily wage prescribed for an employee of such other class.

(8) *Travelling allowances and transport.*—Whenever an employee referred to in subclause (1) (a) in Area A is required by his employer to proceed to Simonstown to work, his employer shall, in addition to any other remuneration payable to him—

(a) provide him with one meal per day free of charge or pay him an allowance of 15c in lieu of such meal;

(b) provide him with transport to and from Simonstown free of charge; and

(c) pay him a travelling time allowance per day of not less than as set out hereunder:

	Cents
Winchmen and gangwaymen.....	30
Stevordoring hands.....	25
Other employees.....	35

(9) Whenever an employee referred to in subclause (1) (a) in Area D is required by his employer to proceed to work elsewhere in Area D than at The Point or Maydon Wharf, his employer shall, in addition to any other remuneration payable to him—

(a) provide him with one meal per day free of charge;

(b) provide him with free transport from The Point or Maydon Wharf to such place of work and back; and

(c) pay him for each day a travelling time allowance of not less than the equivalent of his rate of pay for overtime for one hour.

4. PAYMENT OF REMUNERATION

(1) Save as provided in clause 7, any amount due to a weekly employee shall be paid in cash weekly, or, if the employer and his employee have agreed thereto, in cash or by cheque monthly, during the hours of work or within 30 minutes of ceasing work, on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day.

(2) Any amount due to a daily employee shall be paid to the employee in cash each day during the hours of work or within 30 minutes of ceasing work: Provided that an employer may arrange to pay to such an employee each week and on the usual pay-day of his establishment any amounts due to the employee in respect of work performed during the preceding seven days.

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

(6) *Spesiale vragtoelaes.*—(a) Benewens die lone in subklousules (1) (a) en (1) (b) van hierdie klousule voorgeskryf, moet 'n werknemer van wie op enige dag vereis word—

(i) om los vrag, vuil of giftige vrag in die ruim van 'n skip of vrag in 'n koelkamer of in 'n vrieskamer, te hanteer, of

(ii) om andersins sy pligte in 'n vrieskamer of met betrekking tot giftige vrag in die ruim van 'n skip te verrig, vir sodanige werk wat op dié dag verrig word die toelaes betaal word wat hieronder uiteengesit word:

	Sent
Vir die hantering van vrag of die uitvoering andersins van sy pligte in 'n vrieskamer.....	36
Vir die hantering van vrag in 'n koelkamer.....	21
Vir die hantering van los vrag.....	21
Vir die hantering van vuil vrag.....	29
Vir die hantering van giftige vrag of vir die uitvoering andersins van sy pligte met betrekking tot sodanige vrag.....	36

(b) Die toelaes betaalbaar ingevolge paragraaf (a) van hierdie subklousule, moet betaal word ten opsigte van enige dag waarop die werknemer sodanige vrag hanteer of andersins sy pligte aldus uitvoer, ongeag die tyd (oortyd inbegrepe) aan sodanige werk bestee: Met dien verstande dat as 'n werknemer op enige dag vir verskillende toelaes kwalifiseer, die betaling van die hoër toelae geag word die laer toelae in te sluit.

(7) *Differensiële loon.*—'n Werkgever wat 'n werknemer in diens neem om enige klas werk te verrig waarvoor 'n loon in subklousule (1) (a) of (1) (b) voorgeskryf word en gedurende enige dag van die werknemer vereis om werk van 'n ander klas te verrig waarvoor 'n hoër loon in daardie subklousules voorgeskryf word, moet—

(a) as van die werknemer vereis word om die ander klas werk vir langer as vier uur op daardie dag te verrig, dié werknemer minstens die hoër loon vir daardie hele dag betaal; en

(b) as van die werknemer vereis word om die ander klas werk vir meer as een uur maar vir hoogstens vier uur te verrig, hom vir daardie dag minstens die helfte van die dagloon betaal wat vir 'n werknemer van sy klas voorgeskryf word, plus die helfte van die dagloon wat vir 'n werknemer van die ander klas voorgeskryf word.

(8) *Reis- en vervoertoelaes.*—Wanneer van 'n werknemer in subklousule (1) (a) vermeld, in Gebied A deur sy werkgever vereis word om na Simonstad te gaan om te werk, moet sy werkgever hom, benewens enige ander besoldiging aan hom betaalbaar—

(a) kosteloos van een maaltyd per dag voorsien of 'n toelae van 15 sent in plaas van so 'n maaltyd betaal;

(b) kosteloos van vervoer na en van Simonstad voorsien; en

(c) 'n reistydtoelae per dag betaal van minstens die wat hieronder uiteengesit word:

	Sent
Windasmanne en gangboordmanne.....	30
Stuwadoors.....	25
Ander werknemers.....	35

(9) Wanneer daar van 'n werknemer in subklousule (1) (a) vermeld, in Gebied D deur sy werkgever vereis word om by 'n ander plek in Gebied D as by Point of Maydon-kaai te gaan om te werk, moet sy werkgever hom, benewens enige ander besoldiging aan hom betaalbaar—

(a) kosteloos van een maaltyd per dag voorsien;

(b) kosteloos van vervoer van Point of Maydon-kaai na sodanige werkplek en terug voorsien; en

(c) vir elke dag 'n reistydtoelae betaal wat minstens gelyk is aan sy tarief van besoldiging vir oortydwerk van een uur.

4. BETALING VAN BESOLDIGING

(1) Behoudens klousule 7, moet elke bedrag verskuldig aan 'n weeklikse werknemer, weekliks in kontant of, as die werkgever en sy werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, of binne 30 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer, of by diensbeëindiging as dit voor die gewone betaaldag geskied.

(2) Enige bedrag verskuldig aan 'n daaglikse werknemer moet elke dag in kontant aan die werknemer betaal word gedurende die werkure of binne 30 minute nadat die werk gestaak is: Met dien verstande dat 'n werkgever kan reël om aan so 'n werknemer elke week en op die gewone betaaldag van sy bedryfsinrigting alle bedrae te betaal wat aan die werknemer verskuldig is ten opsigte van werk wat hy gedurende die voorafgaande sewe dae verrig het.

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

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

(a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;

(b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;

(d) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder—

	Per week	Per month
	R	R
(i) Board.....	0,95	4,10
(ii) Lodging.....	0,45	1,95
(iii) Board and lodging.....	1,40	6,05

(e) with the written consent of an employee, a deduction of any amount which an employer has paid, or has undertaken to pay, to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such council or other local authority.

5. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME AND SATURDAY AND SUNDAY WORK

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

(a) nine hours and 36 minutes, between 6.50 a.m. and 6 p.m., on any day from Monday to Friday, inclusive; or

(b) whenever by arrangement with the authority controlling the port, it is necessary to work a night shift during the period Monday to Friday, inclusive, nine hours and 36 minutes on such shift between 6.50 p.m. on the day on which work commences and 6 a.m. on the following day:

Provided that—

(i) forty-eight in any week from Monday to Friday, inclusive, are not exceeded;

(ii) subject to subclause (4), all ordinary hours of work on any day or shift shall be consecutive;

(iii) an employee shall be deemed to commence work at the time at which he is required to attend at the ship at which work is to be performed;

(iv) time spent by an employee in connection with the recruiting of labour on any day before ordinary hours of work commence shall be deemed not to be time worked.

(2) *Overtime.*—All time worked (except on Saturday and Sunday) by an employee outside the ordinary hours of work prescribed in subclause (1) shall be overtime.

(3) *Payment for overtime and Saturday and Sunday work.*—
(a) An employer shall pay an employee who works overtime on any day from Monday to Friday, inclusive, for each hour or part of an hour overtime so worked, not less than the amount set out hereunder for an employee of his class in the area in which he is employed:

	In Area A	In Areas B and C	In Area D
	R	R	R
Gangwayman.....	0,50	0,45	0,45
Grain trimmer.....	0,55	0,49	0,49
Induna or serang.....	0,67	0,60	0,60
Leader.....	0,48	0,44	0,44
Liaison induna or serang.....	0,67	0,60	0,60
Senior induna or serang.....	0,73	0,70	0,70
Stevewading hand.....	0,45	0,41	0,41
Winchman.....	0,50	0,45	0,50

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

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

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

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

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

	Per week	Per maand
	R	R
(i) Kos.....	0,95	4,10
(ii) Inwoning.....	0,45	1,95
(iii) Kos en inwoning.....	1,40	6,05

(e) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever betaal het of onderneem het om te betaal aan 'n munisipale raad of ander plaaslike owerheid ten opsigte van die huur van 'n huis of vir huisvesting in 'n tehuis wat die werknemer in 'n lokasie of Bantoeoord onder die beheer van so 'n raad of ander plaaslike owerheid bewoon.

5. WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK EN WERK OP SATERDAE EN SON-DAE

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

(a) nege uur en 36 minute, tussen 6.50 vm. en 6-uur nm., op enige dag van Maandag tot en met Vrydag; of

(b) wanneer, volgens reëlings met die owerheid wat die hawe beheer, dit nodig is om 'n nagskof te werk gedurende die tydperk van Maandag tot en met Vrydag, nege uur en 36 minute op sodanige skof tussen 6.50 nm. op die dag waarop werk begin en 6-uur vm. op die volgende dag:

Met dien verstande dat—

(i) die werknemer hoogstens 48 uur in enige week van Maandag tot en met Vrydag werk;

(ii) behoudens subklousule (4), alle gewone werkure op enige dag of skof agtereenvolgend moet wees;

(iii) daar geag word dat 'n werknemer begin werk het op die tydskedule waarop van hom vereis word om hom aan te meld by die skip waar werk verrig moet word;

(iv) tyd wat 'n werknemer bestee het in verband met die werwing van arbeiders op enige dag voor die aanvang van die gewone werkure, geag word tyd te wees wat nie gewerk is nie.

(2) *Oortydwerk.*—Alle tyd (behalwe dié op Saterdag en Sondag) wat 'n werknemer langer werk as die gewone werkure wat in subklousule (1) voorgeskryf word, is oortydwerk.

(3) *Betaling vir oortydwerk en werk op Saterdag en Sondag.*—
(a) 'n Werkgewer moet aan 'n werknemer wat op enige dag van Maandag tot en met Vrydag oortydwerk verrig, vir elke uur of gedeelte van 'n uur oortyd aldus gewerk, minstens die bedrag betaal wat hieronder uiteengesit word vir 'n werknemer van sy klas in die gebied waarin hy in diens is:

	In Gebied A	In Gebiede B en C	In Gebied D
	R	R	R
Gangboordman.....	0,50	0,45	0,45
Graanstuwer.....	0,55	0,49	0,49
Indoena of serang.....	0,67	0,60	0,60
Leier.....	0,48	0,44	0,44
Skakelindoena of -serang.....	0,67	0,60	0,60
Senior indoena of serang.....	0,73	0,70	0,70
Stuwadoor.....	0,45	0,41	0,41
Windasman.....	0,50	0,45	0,50

(b) (i) An employer shall pay an employee who works on a Saturday or on a Sunday a basic payment of not less than the amount set out hereunder for an employee of his class in the area in which he is employed:

	In Area A	In Areas B and C	In Area D
	R	R	R
Gangwayman.....	2,40	2,15	2,15
Grain trimmer.....	2,60	2,35	2,35
Induna or serang.....	3,20	2,90	2,90
Leader.....	2,30	2,10	2,10
Liaison induna or serang.....	3,20	2,90	2,90
Senior induna or serang.....	3,50	3,35	3,35
Stevedorling hand.....	2,15	1,95	1,95
Winchman.....	2,40	2,15	2,40

(ii) In addition to the amounts prescribed in subparagraph (i) an employer shall pay to an employee who works on a Saturday or on a Sunday for each hour or part of an hour so worked not less than the amount set out hereunder for an employee of his class in the area in which he is employed:

	In Area A	In Areas B and C	In Area D
	R	R	R
Gangwayman.....	0,38	0,34	0,34
Grain trimmer.....	0,41	0,37	0,37
Induna or serang.....	0,50	0,45	0,45
Leader.....	0,36	0,33	0,33
Liaison induna or serang.....	0,50	0,45	0,45
Senior induna or serang.....	0,55	0,53	0,53
Stevedorling hand.....	0,34	0,31	0,31
Winchman.....	0,38	0,34	0,38:

Provided that—

(i) if an employee works after 5 p.m. on a Saturday or after 5 p.m. on a Sunday, the amount which his employer shall pay to such employee shall, in respect of each hour or part of an hour so worked after 5 p.m., be increased to the amount prescribed in paragraph (a) of this subclause for an employee of his class in the area in which he is employed;

(ii) except for the performance of emergency work, an employer shall not require or permit an employee to work after 9 p.m. on a Saturday or after 9 p.m. on a Sunday.

(c) An employer shall pay an employee, other than one referred to in subclause (3) (a), who works overtime on any day from Monday to Friday, inclusive, for each hour or part of an hour so worked, an amount of not less than one and one-third times his weekly wage divided by 48.

(d) An employer shall pay an employee, to whom paragraph (c) applies, who works on a Saturday or on a Sunday not less than his daily wage and shall, in addition, for each hour or part of an hour so worked pay him an amount of not less than his weekly wage divided by 48.

(4) *Meal intervals.*—An employer shall not require or permit an employee to work for more than six 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) periods of work interrupted by intervals of less than one hour, except when proviso (iv) or (v) applies, shall be deemed to be continuous;

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

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

(iv) in the case of an employee who is engaged on night shift work, such interval may be reduced to not less than 30 minutes;

(v) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 20 minutes, but if the employer intends work to cease not later than six and one-half hours after the expiration of the first meal interval and it does so cease, a second meal interval need not be given;

(b) (i) 'n Werkgewer moet aan 'n werknemer wat op 'n Saterdag of op 'n Sondag werk, 'n basiese loon betaal van minstens die bedrag wat hieronder uiteengesit word vir 'n werknemer van sy klas in die gebied waarin hy in diens is:

	In Gebied A	In Gebiede B en C	In Gebied D
	R	R	R
Gangboordman.....	2,40	2,15	2,15
Graanstuwer.....	2,60	2,35	2,35
Indoena of serang.....	3,20	2,90	2,90
Leier.....	2,30	2,10	2,10
Skakelindoena of -serang.....	3,20	2,90	2,90
Senior indoena of serang.....	3,50	3,35	3,35
Stuwadoor.....	2,15	1,95	1,95
Windasman.....	2,40	2,15	2,40

(ii) Benewens die bedrae in subparagraaf (i) voorgeskryf, moet 'n werkgewer aan 'n werknemer wat op 'n Saterdag of op 'n Sondag werk, vir elke uur of gedeelte van 'n uur aldus gewerk, minstens die bedrag betaal wat hieronder uiteengesit word vir 'n werknemer van sy klas in die gebied waarin hy in diens is:

	In Gebied A	In Gebiede B en C	In Gebied D
	R	R	R
Gangboordman.....	0,38	0,34	0,34
Graanstuwer.....	0,41	0,37	0,37
Indoena of serang.....	0,50	0,45	0,45
Leier.....	0,36	0,33	0,33
Skakelindoena of -serang.....	0,50	0,45	0,45
Senior indoena of serang.....	0,55	0,53	0,53
Stuwadoor.....	0,34	0,31	0,31
Windasman.....	0,38	0,34	0,38:

Met dien verstande dat—

(i) as 'n werknemer na 5 nm. op 'n Saterdag of na 5 nm. op 'n Sondag werk, die bedrag wat sy werkgewer aan dié werknemer moet betaal, ten opsigte van elke uur of gedeelte van 'n uur aldus ná 5 nm. gewerk, verhoog moet word tot die bedrag voorgeskryf in paragraaf (a) van hierdie subklousule vir 'n werknemer van sy klas in die gebied waarin hy in diens is;

(ii) behalwe vir die verrigting van noodwerk, 'n werkgewer nie van 'n werknemer mag vereis of hom toelaat om ná 9 nm. op 'n Saterdag of ná 9 nm. op 'n Sondag te werk nie.

(c) 'n Werkgewer moet 'n werknemer, uitgesonderd een van dié in subklousule (3) (a) vermeld, wat op enige dag van Maandag tot en met Vrydag oortydwerk verrig, vir elke uur of gedeelte van 'n uur aldus gewerk, 'n bedrag betaal van minstens een en 'n derde maal sy weekloon gedeel deur 48.

(d) 'n Werkgewer moet 'n werknemer op wie paragraaf (c) van toepassing is, wat op 'n Saterdag of op 'n Sondag werk minstens sy dagloon betaal en moet daarbenewens aan hom vir elke uur of gedeelte van 'n uur aldus gewerk 'n bedrag betaal van minstens sy weekloon gedeel deur 48.

(4) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as ses 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) werktydperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudsbepaling (iv) of (v) van toepassing is, geag word aaneenlopend te wees;

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

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

(iv) in die geval van 'n werknemer wat nagskofwerk verrig, sodanige pouse tot minstens 30 minute verkort kan word;

(v) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 20 minute verkort kan word, maar indien 'n werkgewer voornemens is om werk nie later as ses en 'n half uur na verstryking van die eerste etenspouse te staak en dit aldus gestaak word, hoef 'n tweede pouse nie toegestaan te word nie;

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

(5) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime except in the performance of emergency work—

(a) in any area after 9 p.m. from Monday to Thursday, inclusive;

(b) in any area after 10 p.m. on a Friday;

(6) *Emergency work.*—For the purpose of this subclause and subclause (3) (b) "emergency work" means any work which the authority controlling the port decides, for good and sufficient reason, must be performed after the times referred to in subclauses (3) (b) and (5).

6. PAYMENT FOR WORK ON PUBLIC HOLIDAYS

(1) Subject to clause 4 (4), if a weekly employee does not work on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, his employer shall pay him for the week in which such days fall not less than his weekly wage.

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, his employer shall pay him for the work on any such day at the same rate as that prescribed in this Determination for work on a Saturday or Sunday and in the case of a weekly employee, such pay shall be in addition to his weekly wage for the week in which such day falls: Provided that if New Year's Day, Republic Day, the Day of the Covenant or Christmas Day falls on a Saturday or Sunday the provisions of this subclause shall apply to the Monday following such Saturday or Sunday.

7. ANNUAL LEAVE

(1) Subject to subclause (2), an employer shall grant to his weekly employee in respect of each completed period of 12 months of employment with him 14 consecutive days' leave and shall pay such employee in respect of such leave 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.

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

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer 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 leave shall not be concurrent with sick leave granted in terms of clause 8 nor, unless the employee so requests and the employer agrees in writing, with any period of military training under the Defence Act, 1957;

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

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

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

Provided—

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

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

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

(vi) 'n drywer van 'n motorvoertuig wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;

(5) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie, uitgesonderd by die verrigting van noodwerk—

(a) in enige gebied ná 9 nm. van Maandag tot en met Donderdag;

(b) in enige gebied ná 10 nm. op 'n Vrydag;

(6) *Noodwerk.*—By die toepassing van hierdie subklousule en subklousule (3) (b) beteken "noodwerk" enige werk ten opsigte waarvan die owerheid in beheer van die hawe om 'n goeie en voldoende rede besluit dat dit verrig moet word ná die tye in subklousules (3) (b) en (5).

6. BETALING VIR WERK OP OPENBARE VAKANSIEDAE

(1) Behoudens Klousule 4 (4), moet 'n werkgewer aan 'n werknemer wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgewer hom vir die werk op so 'n dag teen dieselfde tarief betaal as dié in hierdie Vasstelling voorgeskrif vir werk op 'n Saterdag of 'n Sondag, en in die geval van 'n weeklikse werknemer moet die betaling bo en behalwe die weekloon wees vir die week waarin die dag val; Met dien verstande dat as Nuwejaarsdag, Republiekdag, Geloftedag of Kersdag op 'n Saterdag of Sondag val, die bepalinge van hierdie subklousule van toepassing moet wees op die Maandag wat op sodanige Saterdag of Sondag volg.

7. JAARLIKSE VERLOF

(1) Behoudens subklousule (2) moet 'n werkgewer aan sy weeklikse werknemer ten opsigte van elke voltooië tydperk van 12 maande diens by hom verlof verleen van 14 agtereenvolgende dae en moet hy sodanige werknemer ten opsigte van sodanige verlof minstens twee maal die weekloon betaal wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof 'n aanvang neem.

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

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

(ii) die tydperk van verlof nie met siekteverlof wat ingevolge klousule 8 verleen is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, mag saamval nie;

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

(iv) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

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

Met dien verstande—

(i) dat sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en

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

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

(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 one sixth of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to subclause (2); provided further that, subject to clause 10 (4), an employee—

(i) who leaves his employment without having given and served the period of notice prescribed in clause 10, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

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

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

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

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

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

(a) any period in respect of which an employer, in terms of clause 10, 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 8;

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

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

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

and employment shall be deemed to commence—

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

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

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

8. SICK LEAVE

(1) Subject to subclause (2), an employer shall grant to his weekly employee who is absent from work through incapacity 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 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

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

(5) Aan 'n werknemer wie se diens gedurende enige diens-termyn van 12 maande eindig voordat die verloftydperk in subklousule (1) voorgeskryf ten opsigte van so 'n termyn opgehoop het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diens-termyn 'n bedrag betaal word van minstens een-sesde van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever ten opsigte van 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen het, 'n eweredige bedrag kan aftrek; voorts met dien verstande dat, behoudens klousule 10 (4), 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 10 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgever 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 werkgever ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is;

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

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

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

(a) enige tydperk ten opsigte waarvan 'n werkgever 'n werknemer ingevolge klousule 10 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 8;

(iii) op las of versoek van sy werkgever;

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

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

en word diens geag te begin—

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

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

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

8. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgever aan sy weeklikse werknemer wat weens ongeskiktheid van die werk afwesig is, siekteverlof verleen van altesaam minstens 24 werkdag gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens;

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

of his wage for 24 work-days in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate may be reduced but to not less than the rate of accrual set out in the first proviso to this subclause;

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

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

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

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

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

(a) "employment" shall be deemed to include—

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

(aa) on leave in terms of clause 7;

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

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

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

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

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

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

9. 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.

10. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his weekly 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,

tydkring van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande wat die werknemer bydraes betaal, verlaag kan word maar tot minstens die aanwaskoers in die eerste voorbehoudsbepaling van hierdie subklousule vermeld;

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

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

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

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

(4) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 7;

(ab) op las of versoek van sy werkgewer;

(ac) met siekteverlof ingevolge subklousule (1),

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

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

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

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

9. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke rubber stewels of ander beskermende klere bly die eiendom van die werkgewer.

10. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy weeklikse werknemer wat die diens-kontrak wil beëindig, moet—

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

(b) after the first four weeks of employment, not less than one week's, notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than—

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

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

Provided that this shall not affect—

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

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

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

(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 7 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 8.

(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 employee has so appropriated an amount in lieu of notice, it shall be deemed for the purpose of clause 7 (5), that the employee paid the employer in lieu of notice.

11. CERTIFICATE OF SERVICE

Except where a contract of employment of a weekly employee is terminated on the ground of desertion the employer shall, upon termination of any contract of employment, furnish such employee with a certificate of service substantially in the form prescribed in the Schedule to this Determination, showing the full names of the employer and of the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination.

SCHEDULE

I/We *
carrying on trade in the Stevedoring Trade 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.....
.....rand.....cents per week.

(Signature of employer or
authorised representative)

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

* Delete whichever inapplicable.

† State occupation in which employee was wholly or mainly engaged, e.g. gangwayman, foreman.

(b) na die eerste vier weke diens, minstens een week,

vooraf kennis van die beëindiging van die kontrak gee, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, te betaal—

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

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

Met dien verstande dat—

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

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

(iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros; nie hierdeur geraak word nie.

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

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

(i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 7 of enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 8 kennis gegee mag word nie.

(4) Ondanks andersluidende bepalings in hierdie Vastelling mag 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vastelling skuld, aan homself 'n bedrag toëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer 'n werkgewer 'n bedrag aldus aan homself toëien het in plaas van kennisgewing, daar by die toepassing van klousule 7 (5) geag word dat die werknemer die werkgewer betaal in plaas van kennis te gee.

11. DIENSSERTIFIKAAT

Behalwe waar 'n weeklikse werknemer se dienskontrak op grond van diensverlating beëindig word, moet dié werkgewer by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik die vorm het soos in die Bylae van hierdie Vastelling voorgeskryf en waarin die volle name van die werkgewer en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld word.

BYLAE

Ek/Ons *
wat die Stuwadoorsbedryf 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
.....sent per week.

(Handtekening van werkgewer of
gemagtigde verteenwoordiger)

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

* Skrap wat nie van toepassing is nie.

† Meld die beroep waarin die werknemer, uitsluitlik of hoofsaaklik in diens was, bv. gangboordman, voorman.

No. R. 2326

15 December 1972

WAGE ACT, 1957

CANCELLATION OF THE PROVISIONS OF WAGE DETERMINATION 308.—STEVEDORING TRADE IN THE MAGISTERIAL DISTRICTS OF THE CAPE, PORT ELIZABETH, EAST LONDON AND DURBAN.

I, Marais Viljoen, Minister of Labour, 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 308 published under Government Notice R. 557 of 3 April 1969.

M. VILJOEN, Minister of Labour.

No. R. 2326

15 Desember 1972

LOONWET, 1957

INTREKKING VAN DIE BEPALINGS VAN LOON-VASSTELLING 308.—STUWADOORSBEDRYF IN DIE LANDDROSDISTRIKTE DIE KAAP, PORT ELIZABETH, OOS-LONDEN EN DURBAN

Ek, Marais Viljoen, Minister van Arbeid, trek hierby 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 308 gepubliseer by Goewermentskennisgewing R. 557 van 3 April 1969, in.

M. VILJOEN, Minister van Arbeid.

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