REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 1772

Registered at the Post Office as a Newspaper

PRICE 20c PRYS
OVERSEAS 30c OORSEE
POST FREE — POSVRY

REGULASIEKOERANT No. 1772

As 'n Nuusblad by die Poskantoor Geregistreer

VOL. 94 PRETORIA, 13 APRIL 1973 ISBN 0 621 00721 8 [No. 3853

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 577 13 April 1973

WAGE ACT, 1957

WAGE DETERMINATION 352

STONECRUSHING INDUSTRY, CERTIAN AREAS

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 Stonecrushing Industry, Certain Areas and has fixed the fourth Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

This Determination shall apply to all the employers and all their employees, other than managers, in the Stonecrushing Industry in the following areas, namely:

Cape Province.—The Magisterial Districts of Bellville, The Cape, East London, Kimberley, Paarl, Port Elizabeth, Simonstown, Somerset West, Stellenbosch, Wellington and Wynberg;

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

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

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

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 purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act,

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 577 13 April 1973

LOONWET, 1957

LOONVASSTELLING 352

KLIPVERGRUISINGSNYWERHEID, SEKERE GEBIEDE

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 Klipvergruisingsnywerheid, Sekere Gebiede, gemaak en die vierde Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op al die werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Klipvergruisingsnywerheid in die volgende gebiede, naamlik:

Kaapprovinsie.—Die landdrosdistrikte Bellville, Die Kaap, Oos-Londen, Kimberley, Paarl, Port Elizabeth, Simonstad, Somerset-Wes, Stellenbosch, Wellington en Wynberg;

Natal.—Die landdrosdistrikte Durban, Inanda, Pietermaritzburg en Pinetown;

Oranje-Vrystaat.—Die landdrosdistrikte Bloemfontein, Kroonstad, Odendaalsrus, Sasolburg, Virginia en Welkom;

Transvaal.—Die landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.

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) "ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n

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) "artisan's assistant" means an employee who assists an artisan by holding articles or tools or otherwise working with him without using the tools independently; (2)

(3) "assistant crusherman" means an employee who, under the general supervision of a crusherman, performs any of the activities or duties of a crusherman and who may act for him during his absence; (5)

(4) "assistant quarryman" means an employee who, under the general supervision of a quarryman, performs any of the activities or duties of a quarryman and who may act for him during his absence; (4)

(5) "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; (29)

(6) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (38)

(7) "chargehand" means an employee who is in charge of a group of labourers; (43)

(8) "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; (8)

(9) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work; (30)

(10) "clerk, female, qualified," means a female clerk who has had not less than four years' experience; (33)

(11) "clerk, female, unqualified," means a female clerk who has had less than four years' experience; (34)

(12) "clerk, male, qualified," means a male clerk who has had not less than five years' experience; (31)

(13) "clerk, male, unqualified," means a male clerk who has had less than five years' experience; (32)

(14) "compound manager" means an employee who is in charge of a compound and responsible for the cleanliness of the compound and the discipline of the persons housed in the compound; (28)

(15) "crusherman" means an employee who is in charge of the machinery used for the crushing or screening of stone and who exercises control over the other employees employed on such machinery; (50)

(16) "day" means the period of 24 hours from midnight to midnight; (9)

(17) "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; (11)

(18) "driver of a motor vehicle, Class I," means a driver of a motor vehicle other than a driver of a motor vehicle, Class II; (12)

(19) "driver of a motor vehicle, Class II," means a driver of a motor vehicle who drives the vehicle exclusively within an establishment, including the direct crossing of a public road; (13)

(20) "emergency work" means—

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

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

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

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

(c) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours; (41)

(21) "establishment" means any premises in or in connection with which one or more employees are employed in the Stone-crushing Industry; (6)

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 òf artikel 2 (7) òf artikel 7 (3) van genoemde Wet; (1)

(2) "ambagsman se assistent" 'n werknemer wat 'n ambagsman behulpsaam is deur artikels of gereedskap vas te hou of andersins met hom saam te werk sonder om die gereedskap selfstandig te gebruik; (2)

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

(a) Koekepanne rem;

(b) afvalmetaal breek of sorteer, maar nie gradeer nie;

(c) persele, installasie, masjinerie, implemente, gereedskap, gerei of voertuie skoonmaak;

(d) briewe, boodskappe of goedere te voet of met 'n nie-krag-aangedrewe fiets of voertuig in 'n bedryfsinrigting afhaal of aflewer;

(e) koekepanne koppel of ontkoppel;

(f) bome of gewasse afkap, vernietig of verwyder;

(g) geboue of ander strukture sloop;

(h) met die hand boor;

(i) goed in masjiene, vervoerbande of vultregters voer of daarvan afneem;

(j) tuinwerk;

(k) koekepanne met behulp van telborde tel;

(l) goedere of materiaal met die hand oplig, verskuif, dra of opstapel;

(m) koekepanspore of ontspoorde koekepanne oplig of terugsit;

(n) kampongs, latrines, buitegeboue of ander geboue of strukture afwit of ontsmet;

(o) met die hand laai of aflaai;

(p) klip, grond, klei, sand of ander soortgelyke materiaal losmaak, uithaal, breek of sprei, of vore, gate of fondamente graaf of ander uitgraafwerk doen, uitgesonderd met 'n kragaangedrewe of meganiese werktuig;

(q) vure maak, stook of uithaal, of vuilgoed of as verwyder;

(r) tee of dergelike dranke maak;

(s) dagha, beton, klip of bitumen met die hand meng of enige sodanige materiaal met 'n skopgraaf, hark, vurk of kruiwa sprei;

(t) spore of nie-kragaangedrewe masjinerie of voertuie olie of smeer;

(u) deure, kiste, pakke, bale of sakke oop- of toemaak;

(v) 'n nie-kragaangedrewe hystoestel bedien;

(w) 'n handpomp bedien;

(x) 'n voertuig stoot of trek, uitgesonderd met 'n meganiese toestel;

(y) verbande of ander artikels was; (38)

(4) "assistent-groefopsigter" 'n werknemer wat onder die algemene toesig van 'n groefopsigter enige van die werksaamhede of pligte van 'n groefopsigter verrig en gedurende sy afwesigheid namens hom mag waarneem; (4)

(5) "assistent-vergruiserbediener" 'n werknemer wat onder die algemene toesig van 'n vergruiserbediener enige van die werksaamhede of pligte van 'n vergruiserbediener verrig en gedurende sy afwesigheid namens hom mag waarneem; (3)

(6) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Klipvergruisingsnywerheid in diens is; (21)

(7) "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 en die werknemers wat daarin werk; (42)

(8) "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 pakkette vervoer mag word; (8)

(9) "dag" die tydperk van 24 uur van middernag tot middernag; (16)

(22) "excavator driver, Class I," means an employee who is engaged in operating a power-driven excavator, dragline or mechanical shovel with a grab or bucket capacity which, according to the maker's specifications, exceeds one cubic yard; (18)

(23) "excavator driver, Class I, qualified," means an excavator driver, Class I, who has had not less than six months' experience; (19)

(24) "excavator driver, Class I, unqualified," means an excavator driver, Class I, who has had less than six months' experience; (20)

(25) "excavator driver, Class II," means an employee who is engaged in operating a power-driven excavator, dragline or mechanical shovel with a grab or bucket capacity which, according to the maker's specifications, does not exceed one cubic yard; (21)

(26) "excavator driver, Class II, qualified," means an excavator driver, Class II, who has had not less than six months' experience; (22)

(27) "excavator driver, Class II, unqualified," means an excavator driver, Class II, who has had less than six months' experience; (23)

(28) "experience" means in relation to—

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

(b) any other class or employee, the total period or periods of employment which an employee has had in his class in the Stone-crushing Industry; (44)

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

(a) Air compressor attendant;

(b) first-aid or hospital orderly;

(c) operating a drilling machine, other than a jackhammer; (55)

(30) "Grade I employee, qualified," means a Grade I employee who has had not less than six months' experience; (56)

(31) "Grade I employee, unqualified," means a Grade I employee who has had less than six months' experience; (57)

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

(a) Artisan's assistant;

(b) changing wheels or mending punctures;

(c) checking or topping up the fuel, oil or water in motor vehicles;

(d) checking out vehicles leaving an establishment;

(e) keeping count of cocopans, other than by means of tallies;

(f) laying or bolting cocopan tracks under supervision;

(g) machine attendant;

(h) oiling or greasing power-driven machines or vehicles;

(i) operating a jackhammer, pneumatic spade or pneumatic pick;

(j) operating a power-driven pump;

(k) operating a power-driven winch;

(l) operating a scraper;

(m) operating a skip hoist;

(n) removing, charging or replacing batteries of motor vehicles or topping up such batteries; (58)

(33) "Grade II employee, qualified," means a Grade II employee who has had not less than three months' experience; (59)

(34) "Grade II employee, unqualified," means a Grade II employee who has had less than three months's experience; (60)

(35) "Grade III employee" means an employee who is engaged in any one or more of the following capacities or operations:

(a) Cooking rations;

(b) delivering messages, letters or goods outside an establishment on foot or by means of any non-power-driven cycle or vehicle;

(c) lighting fuses;

(d) rockdrill or jackhammer spanner hand;

(e) quarry face stripper (barring down loose rock quarry face);

(f) sanitation employee; (61)

(36) "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan; (14)

(37) "induna" means an employee who assists a compound manager in maintaining cleanliness and discipline in a compound; (26)

(10) "deeltydse drywer van 'n motorvoertuig" 'n werknemer wat in die reël ander werk doen as om 'n motorvoertuig te dryf maar wat op meer as twee dae in 'n week 'n motorvoertuig vir altesaam hoogstens drie uur op enige sodanige dag dryf, en by die toepassing van hierdie woordomskrywing omvat die uitdrukking "'n motorvoertuig dryf" alle tydperke wat hy dryf en alle tyd wat die drywer, terwyl hy in beheer van die voertuig is, aan werk in verband met die voertuig of die vrag bestee; (44)

(11) "drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordomskrywing omvat die uitdrukking "'n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf; (17)

(12) "drywer van 'n motorvoertuig, klas I" 'n drywer van 'n motorvoertuig, uitgesonderd 'n drywer van 'n motorvoertuig, klas II; (18)

(13) "drywer van 'n motorvoertuig, klas II" 'n drywer van 'n motorvoertuig wat die voertuig uitsluitlik in 'n bedryfsinrigting dryf en omvat dit die regstreekse oorsteek van 'n openbare pad; (19)

(14) "faktotum" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting en wat ook kleinere herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (36)

(15) "gereedskapklerk" 'n werknemer wat gereedskap, uitrusting of onderdele ontvang, nagaan, opberg of uitreik; (53)

(16) "gereedskapklerk, gekwalifiseerd," 'n gereedskapklerk met minstens twee jaar ondervinding; (54)

(17) "gereedskapklerk, ongekwalifiseerd," 'n gereedskapklerk met minder as twee jaar ondervinding; (55)

(18) "graafmasjienbestuurder, klas I" 'n werknemer wat 'n kragaangedrewe graafmasjien, sleepgraaf of meganiese skop bedien waarvan die gryper- of grypbakinhoudsvermoë volgens die vervaardiger se spesifikasies meer as een kubieke jaart is; (22)

(19) "graafmasjienbestuurder, klas I, gekwalifiseerd," 'n graafmasjienbestuurder, klas I, met minstens ses maande ondervinding; (23)

(20) "graafmasjienbestuurder, klas I, ongekwalifiseerd," 'n graafmasjienbestuurder, klas I, met minder as ses maande ondervinding; (24)

(21) "graafmasjienbestuurder, klas II" 'n werknemer wat 'n kragaangedrewe graafmasjien, sleepgraaf of meganiese skop bedien waarvan die gryper- of grypbakinhoudsvermoë volgens die vervaardiger se spesifikasies hoogstens een kubieke jaart is; (25)

(22) "graafmasjienbestuurder, klas II, gekwalifiseerd," 'n graafmasjienbestuurder, klas II, met minstens ses maande ondervinding; (26)

(23) "graafmasjienbestuurder, klas II, ongekwalifiseerd," 'n graafmasjienbestuurder, klas II, met minder as ses maande ondervinding; (27)

(24) "groefopsigter" 'n werknemer wat die beheer het oor die werksaamhede, in 'n groef (met inbegrip van skietwerk, boorwerk, uitgrawing en laaiwerk) en wat aan die hoof staan van die werknemers wat dié werksaamhede verrig; (47)

(25) "groepleier" 'n werknemer wat aan die hoof staan van 'n groep van een of meer van die volgende klasse werknemers, naamlik, graad I-werknemers, graad II-werknemers of graad III-werknemers, en wat daarbenewens aan die hoof van 'n groep arbeiders mag staan; (40)

(26) "indoena" 'n werknemer wat 'n kampongbestuurder help om die sindelikheid en dissipline in 'n kampong te handhaaf; (37)

(27) "installasiebediener" 'n werknemer wat vir die vergruis of sif van klip verantwoordelik is by 'n deel van die masjinerie wat vir enigeen van die twee doeleindes gebruik word; (46)

(28) "kampongbestuurder" 'n werknemer wat aan die hoof staan van 'n kampong en verantwoordelik is vir die sindelikheid van die kampong en die dissipline van die persone wat in die kampong gehuisves word; (14)

(29) "ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook of uithaal; (5)

(30) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier en 'n telefoonskakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (9)

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

(a) Braking cocopans;

(b) breaking or sorting, but not grading, scrap metal;

(c) cleaning premises, plant, machinery implements, tools, utensils or vehicles;

(d) collecting or delivering letters, messages or goods within an establishment on foot or by means of any non-power-driven cycle or vehicle;

(e) coupling or uncoupling cocopans;

(f) cutting down, destroying or removing trees or vegetation;

(g) demolishing buildings or other structures;

(h) drilling by hand;

(i) feeding into or taking off from machines, conveyors or hoppers;

(j) gardening work;

(k) keeping count of cocopans by means of tallies;

(l) lifting, moving, carrying or stacking goods or material by hand;

(m) lifting or replacing cocopan tracks or derailed cocopans;

(n) lime-washing or disinfecting compounds, latrines, out-buildings or other buildings or structures;

(o) loading or unloading by hand;

(p) loosening, taking out, breaking or spreading stone, soil, clay, sand or other similar material or digging trenches, holes or foundations or doing other excavation work, otherwise than by means of a power-driven or mechanically operated tool;

(q) making, maintaining or drawing fires or removing refuse or ashes;

(r) making tea or similar beverages;

(s) mixing mortar, concrete, stone or bitumen by hand or spreading any such materials by shovel, rake, fork or barrow;

(t) oiling or greasing rails or non-power-driven machinery or vehicles;

(u) opening or closing doors, boxes, packages, bales, sacks or bags;

(v) operating a non-power-driven hoist;

(w) operating a hand pump;

(x) pushing or pulling any vehicle, otherwise than by means of a mechanical device;

(y) washing bandages or other articles; (3)

(39) "law" includes the common law; (62)

(40) "leading hand" means an employee who is in charge of a group of one or more of the following classes of employees, namely, Grade I employees, Grade II employees or Grade III employees and who, in addition, may be in charge of a group of labourers; (25)

(41) "machine attendant" means an employee who, on machinery used for the crushing or screening of stone, is engaged in regulating the flow of material from one point to another on such machinery or in watching such machinery for interruptions or damage and who for any such cause may stop and start the machine; (39)

(42) "manager" means an employee who is charged by his employer with the overall—

(a) supervision over,

(b) responsibility for, and

(c) direction of,

the activities of an establishment and the employees engaged therein; (7)

(43) "motor vehicle" means, except in the definition of "chauffeur", any power-driven vehicle used for conveying goods and includes a bulldozer, a dumper, a front-end loader, a mechanical horse, a self-propelled grader, a tractor and a traxcavator but does not include a mobile hoist or an excavator; (40)

(44) "part-time driver of a motor vehicle" means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver, while in charge of the vehicle, on work connected with the vehicle or the load; (10)

(45) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (48)

(46) "plant operator" means an employee who is responsible for the crushing or screening of stone on a section of the machinery used for either of such purposes; (27)

(31) "klerk, man, gekwalifiseerd," 'n manlike klerk met minstens vyf jaar ondervinding; (12)

(32) "klerk, man, ongekwalifiseerd," 'n manlike klerk met minder as vyf jaar ondervinding; (13)

(33) "klerk, vrou, gekwalifiseerd," 'n vroulike klerk met minstens vier jaar ondervinding; (10)

(34) "klerk, vrou, ongekwalifiseerd," 'n vroulike klerk met minder as vier jaar ondervinding; (11)

(35) "Klipvergruisingsnywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir—

(i) die vergruising van klip;

(ii) die uitgrawe of win van klip ter vergruising indien uitgevoer deur werkgewers wat by die vergruising van sodanige klip betrokke is;

en omvat dit alle werksaamhede wat met enigeen van voornoemde bedrywighede in verband staan of daaruit voortspruit; (51)

(36) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens die wisselvalligheid van die weer, 'n slapte in die bedryf, 'n tekort aan spoorwaens of grondstowwe, 'n onklaarraking van installasie of masjinerie of 'n onderbreking in die elektriese kragtoevoer; (50)

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

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

(ii) die eerste 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; (58)

(38) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (6)

(39) "masjienbediener" 'n werknemer wat by masjinerie waarmee klip vergruis of gesif word, die toevoer van materiaal van een punt na 'n ander in dié masjinerie reguleer, of sodanige masjinerie dophou vir onderbrekings of beskadiging en wat die masjien om enige sodanige rede mag aan- of afskakel; (41)

(40) "motorvoertuig", uitgesonderd in die woordomskrywing van "chauffeur" 'n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere en omvat dit ook 'n stootskraper, stortkar, 'n voorlaaier, 'n voorhaker, 'n selfaangedrewe padskraper, 'n trekker en 'n trakskavateur, maar nie ook 'n mobiele hystoestel of 'n grafmasjien nie; (43)

(41) "noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal, of 'n onklaarraking van installasie of masjinerie sonder versuim gedoen moet word;

(b) enige werk in verband met die laai of aflaai van—

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

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

(c) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie; (20)

(42) "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—

(i) 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;

(ii) die onbelaste massa van 'n motorvoertuig of sleepwa wat nie gelisensieer of geregistreer moet word nie, die vervaardiger se gespesifiseerde massa vir sodanige voertuig of sleepwa is; (57)

(43) "onderbaas" 'n werknemer wat aan die hoof staan van 'n groep arbeiders; (7)

(44) "ondervinding" met betrekking tot—

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

(47) "quarryman" means an employee who is in charge of the operations in a quarry (including blasting, drilling, excavating and loading) and the employees engaged on such operations; (24)

(48) "sanitation employee" means an employee who is engaged in removing, emptying, cleaning or replacing sanitary pails or clearing sewerage pipes or points; (45)

(49) "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; (46)

(50) "short-time" means a temporary reduction in the number of ordinary hours of work owing to the vagaries of the weather, slackness of trade, shortage of railway trucks or raw materials, a breakdown of plant or machinery or a breakdown in the supply of electric power; (36)

(51) "Stonecrushing Industry" means the Industry in which employers and employees are associated for—

(i) the crushing of stone;

(ii) the quarrying or winning of stone for crushing if carried on by employers who are engaged in crushing such stone;

and includes all operations incidental to or consequent on any of the afore-said activities; (35)

(52) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character; (49)

(53) "tool clerk" means an employee who is engaged in receiving, checking, storing or issuing tools, equipment or spare parts; (15)

(54) "tool clerk, qualified," means a tool clerk who has had not less than two years' experience; (16)

(55) "tool clerk, unqualified," means a tool clerk who has had less than two years' experience; (17)

(56) "trailer" means any conveyance drawn by a motor vehicle; (47)

(57) "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—

(i) in the case of a two- or three-wheeled motor cycle, motor scooter or autocycle or a cycle fitted with an auxiliary engine, the unladen mass shall be deemed not to exceed 450 kg;

(ii) the unladen mass of a motor vehicle or trailer which is not required to be licensed or registered shall be the mass of such vehicle or trailer as specified by the maker; (42)

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

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

(ii) the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received if he had not been employed on such a basis; (37)

(59) "watchman" means an employee who is engaged in guarding premises or property; (51)

(60) "works clerk" means an employee who, under general supervision, performs any one or more of the following duties:

(a) Counting, checking, measuring, mass-measuring or recording;
(b) interpreting or translating Bantu languages;
(c) issuing passes, certificates of service or time cards or registering the engagement or discharge of employees;
(d) keeping, filing or sorting time or wage cards;
(e) stamping tickets;
(f) making out invoices, delivery notes or consignment notes; (52)

(61) "works clerk, qualified," means a works clerk who has had not less than 12 months' experience; (53)

(62) "works clerk, unqualified," means a works clerk who has had less than 12 months' experience. (54)

(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.

(b) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Klipvergruisingsnywerheid werksaam was; (28)

(45) "sanitêre werknemer" 'n werknemer wat sanitêre emmers verwyder, leegmaak, skoonmaak of terug sit of rioolpype of -punte oopmaak; (48)

(46) "senior bestuurs- of administratiewe werknemer" 'n werknemer wat in opdrag van sy werkgewer werk verrig wat verantwoordelikheid meebring vir die neem van besluite van 'n administratiewe aard in die uitvoering van die werksaamhede van 'n bedrysinrigting; (49)

(47) "sleepwa" enige vervoermiddel wat deur 'n motorvoertuig getrek word; (56)

(48) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (45)

(49) "tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgewer werk van 'n tegniese of professionele aard verrig; (52)

(50) "vergruiserbediener" 'n werknemer wat beheer het oor die masjinerie waarmee klip verguis of gesif word en wat beheer uitoefen oor die ander werknemers wat met sodanige masjinerie werk; (15)

(51) "wag" 'n werknemer wat 'n perseel of eiendom bewaak; (59)

(52) "werkeklerk" 'n werknemer wat onder algemene toesig een of meer van die volgende pligte vervul:

(a) Tel, nagaan, massameet, afmeet of aanteken;
(b) Bantoetale tolk of vertaal;
(c) passe, dienssertifikate of tydkaarte uitreik of die indiensneming of ontslag van werknemers registreer;
(d) tyd- of loonkaarte byhou, liasseer of sorteer;
(e) kaarte stempel;
(f) fakture, afleweringsbriewe of vragbriewe uitskryf; (60)

(53) "werkeklerk, gekwalifiseerd," 'n werkeklerk met minstens 12 maande ondervinding; (61)

(54) "werkeklerk, ongekwalifiseerd," 'n werkeklerk met minder as 12 maande ondervinding; (62)

(55) "werknemer graad I" 'n werknemer wat in een of meer van die volgende hoedanighede of werksaamhede werksaam is:

(a) Bediener van 'n lugkompressor;
(b) noodhulp- of hospitaalordonnans;
(c) 'n boormasjien, uitgesonderd 'n klopboor, bedien; (29)

(56) "werknemer graad I, gekwalifiseerd," 'n werknemer graad I met minstens ses maande ondervinding; (30)

(57) "werknemer graad I, ongekwalifiseerd," 'n werknemer graad I met minder as ses maande ondervinding; (31)

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

(a) Ambagsman se assistent;
(b) wiele omruil of lekke heelmaak;
(c) die brandstof, olie of water in motorvoertuie nagaan of byvul;
(d) voertuie deursien wat 'n bedryfsinrigting verlaat;
(e) koekepanne tel, uitgesonderd met 'n telbord;
(f) koekepanspore onder toesig lê of vasbout;
(g) masjienbediener;
(h) kragaangedrewe masjiene of voertuie olie of smeer;
(i) 'n klopboor, drukluggraaf of -pik bedien;
(j) 'n kragaangedrewe pomp bedien;
(k) 'n kragaangedrewe windas bedien;
(l) 'n skraper bedien;
(m) 'n bakhyser bedien;
(n) motorvoertuigbatterye uithaal, laai of terugsit, of sodanige batterye byvul; (32)

(59) "werknemer graad II, gekwalifiseerd," 'n werknemer graad II met minstens drie maande ondervinding; (33)

(60) "werknemer graad II, ongekwalifiseerd," 'n werknemer graad II met minder as drie maande ondervinding; (34)

(61) "werknemer graad III" 'n werknemer wat in een of meer van die volgende hoedanighede of werksaamhede werksaam is:

(a) Rantsoene berei;
(b) boodskappe, briewe of goedere te voet of met 'n niekragaangedrewe fiets of voertuig buite 'n bedryfsinrigting aflewer;
(c) lonte aansteek;
(d) 'n rots- of klopboorwerker se handlanger;
(e) breekvlakstroper (los rotse in die breekvlak met 'n staaf loswikkel en laat afrol);
(f) sanitêre werknemer; (35)

(62) "Wet" ook die gemene reg. (39)

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

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:*

(i)

	In all areas Per week R
Artisan	46,00
Assistant crusherman	35,42
Assistant quarryman	35,42
Chauffeur	13,11
Clerk, female, unqualified—	
during first year's experience	12,46
during second year's experience	14,54
during third year's experience	16,62
during fourth year's experience	18,69
Clerk, female, qualified	20,77
Clerk, male, unqualified—	
during first year's experience	13,85
during second year's experience	17,08
during third year's experience	20,54
during fourth year's experience	23,77
during fifth year's experience	27,23
Clerk, male, qualified	30,46
Compound manager	40,02
Crusherman	40,02
Handyman	21,16
Plant operator	20,01
Quarryman	46,00

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:*

(i)

	In alle gebiede Per week R
Ambagsman	46,00
Assistent-vergruiserbediener	35,42
Assistent-groefopsigter	35,42
Chauffeur	13,11
Klerk, vrou, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding	12,46
gedurende die tweede jaar ondervinding	14,54
gedurende die derde jaar ondervinding	16,62
gedurende die vierde jaar ondervinding	18,69
Klerk, vrou, gekwalifiseerd	20,77
Klerk, man, ongekwalifiseerd—	
gedurende die eerste jaar ondervinding	13,85
gedurende die tweede jaar ondervinding	17,08
gedurende die derde jaar ondervinding	20,54
gedurende die vierde jaar ondervinding	23,77
gedurende die vyfde jaar ondervinding	27,23
Klerk, man, gekwalifiseerd	30,46
Kampongbestuurder	40,02
Vergruiserbediener	40,02
Faktotum	21,16
Installasiebediener	20,01
Groefopsigter	46,00

(ii)

	In the Magisterial Districts of Balfour, Delmas, Heidelberg, Klerksdorp, Kroonstad, Odendaalsrus, Potchefstroom, Virginia and Welkom	In all other areas
	Per week R	Per week R
Driver of a motor vehicle Class I, the unladen mass of which vehicle together with the unladen mass of any trailer drawn by such vehicle—		
(i) does not exceed 450 kg	10,58	13,11
(ii) exceeds 450 kg but not 2 700 kg	15,64	18,63
(iii) exceeds 2 700 kg but not 4 500 kg	17,94	22,31
(iv) exceeds 4 500 kg	22,31	26,45
Driver of a motor vehicle Class II, the unladen mass of which vehicle together with the unladen mass of any trailer drawn by such vehicle—		
(i) does not exceed 4 500 kg	13,80	15,64
(ii) exceeds 4 500 kg	16,10	18,40
Excavator driver, Class I, unqualified	21,85	26,45
Excavator driver, Class I, qualified	24,61	29,90
Excavator driver, Class II, unqualified	17,25	20,70
Excavator driver, Class II, qualified	20,24	23,46

(ii)

	In die landdrosdistrikte Balfour, Delmas, Heidelberg, Klerksdorp, Kroonstad, Odendaalsrus, Potchefstroom, Virginia en Welkom	In alle ander gebiede
	Per week R	Per week R
Drywer van 'n motorvoertuig, klas I, waarvan die onbelaste massa, saam met die onbelaste massa van enige sleepwa wat deur sodanige voertuig getrek word—		
(i) hoogstens 450 kg is	10,58	13,11
(ii) meer as 450 kg maar hoogstens 2 700 kg is	15,64	18,63
(iii) meer as 2 700 kg maar hoogstens 4 500 kg is	17,94	22,31
(iv) meer as 4 500 kg is	22,31	26,45
Drywer van 'n motorvoertuig, klas II, waarvan die onbelaste massa, saam met die onbelaste massa van enige sleepwa wat deur sodanige voertuig getrek word—		
(i) hoogstens 4 500 kg is	13,80	15,64
(ii) meer as 4 500 kg is	16,10	18,40
Graafmasjienbestuurder, klas I, ongekwalifiseerd	21,85	26,45
Graafmasjienbestuurder, klas I, gekwalifiseerd	24,61	29,90
Graafmasjienbestuurder, klas II, ongekwalifiseerd	17,25	20,70
Graafmasjienbestuurder, klas II, gekwalifiseerd	20,24	23,46

(iii)

	In the Magisterial Districts of Bellville, Paarl, Simonstown, Somerset West, Stellenbosch, The Cape, Wellington and Wynberg		In the Magisterial Districts of Bloemfontein, East London, Kimberley and Pietermaritzburg		In the Magisterial Districts of Balfour, Delmas, Heidelberg, Klerksdorp, Kroonstad, Odendaalsrus, Potchefstroom, Virginia and Welkom		In all other areas	
	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter	During the first year after this Determination becomes binding	Thereafter
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Boiler attendant	11,04	11,50	8,97	9,20	8,74	8,97	10,58	11,04
Chargehand	11,04	11,50	8,97	9,20	8,74	8,97	10,58	11,04
Grade I employee, unqualified—								
during first three months' experience	10,58	11,04	8,51	8,74	8,28	8,51	10,12	10,58
during second three months' experience	11,04	11,50	8,97	9,20	8,74	8,97	10,58	11,04
Grade I employee, qualified	11,73	12,19	9,43	9,66	9,20	9,43	11,27	11,73
Grade II employee, unqualified	10,12	10,58	8,28	8,51	8,05	8,28	9,66	10,12
Grade II employee, qualified	10,58	11,04	8,51	8,74	8,28	8,51	10,12	10,58
Grade III employee	10,12	10,58	8,28	8,51	8,05	8,28	9,66	10,12
Induna	12,19	12,65	9,89	10,12	9,66	9,89	11,73	12,19
Leading hand	12,19	12,65	9,89	10,12	9,66	9,89	11,73	12,19
Labourer—								
under 18 years of age	7,36	7,59	5,98	6,21	5,75	5,98	6,90	7,36
18 years of age or over	9,66	10,12	7,82	8,05	7,59	7,82	9,20	9,66
Tool clerk, unqualified—								
during first years' experience	12,88	13,11	12,42	12,65	11,04	11,27	12,65	12,88
during second years' experience	15,41	15,64	14,72	14,95	12,88	13,11	14,95	15,41
Tool clerk, qualified	18,40	18,86	17,71	17,94	14,72	14,95	17,94	18,40
Watchman	11,04	11,50	8,97	9,20	8,74	8,97	10,58	11,04
Works clerk, unqualified—								
during first six months' experience	11,73	12,19	11,27	11,50	10,58	10,81	11,50	11,73
during second six months' experience	12,88	13,34	12,42	12,65	11,96	12,19	12,65	12,88
Works clerk, qualified	14,03	14,29	13,57	13,80	12,88	13,11	13,80	14,03
Employee not specifically mentioned elsewhere in this subclause	11,04	11,50	8,97	9,20	8,74	8,97	10,58	11,04

(iii)

	In die landdrosdistrikte Bellville, Paarl, Simonstad, Somerset-Wes, Stellenbosch, Die Kaap, Wellington en Wynberg		In die landdrosdistrikte Bloemfontein, Oos-Londen, Kimberley en Pietermaritzburg		In die landdrosdistrikte Balfour, Delmas, Heidelberg, Klerksdorp, Kroonstad, Odendaalsrus, Potchefstroom, Virginia en Welkom		In alle ander gebiede	
	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie Vasstelling bindend word	Daarna
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Ketelbediener	11,04	11,50	8,97	9,20	8,74	8,97	10,58	11,04
Onderbaas	11,04	11,50	8,97	9,20	8,74	8,97	10,58	11,04
Werknemer graad I, ongekwalifiseerd—								
gedurende die eerste drie maande ondervinding	10,58	11,04	8,51	8,74	8,28	8,51	10,12	10,58
gedurende die tweede drie maande ondervinding	11,04	11,50	8,97	9,20	8,74	8,97	10,58	11,04
Werknemer graad I, gekwalifiseerd	11,73	12,19	9,43	9,66	9,20	9,43	11,27	11,73
Werknemer graad II, ongekwalifiseerd	10,12	10,58	8,28	8,51	8,05	8,28	9,66	10,12
Werknemer graad II, gekwalifiseerd	10,58	11,04	8,51	8,74	8,28	8,51	10,12	10,58
Werknemer graad III	10,12	10,58	8,28	8,51	8,05	8,28	9,66	10,12
Indoena	12,19	12,65	9,89	10,12	9,66	9,89	11,73	12,19
Groepleier	12,19	12,65	9,89	10,12	9,66	9,89	11,73	12,19
Arbeider—								
onder 18 jaar	7,36	7,59	5,98	6,21	5,75	5,98	6,90	7,36
18 jaar of ouer	9,66	10,12	7,82	8,05	7,59	7,82	9,20	9,66
Gereedskapklerk, ongekwalifiseerd—								
gedurende die eerste jaar ondervinding	12,88	13,11	12,42	12,65	11,04	11,27	12,65	12,88
gedurende die tweede jaar ondervinding	15,41	15,64	14,72	14,95	12,88	13,11	14,95	15,41
Gereedskapklerk, gekwalifiseerd	18,40	18,86	17,71	17,94	14,72	14,95	17,94	18,40
Wag	11,04	11,50	8,97	9,20	8,74	8,97	10,58	11,04
Werkeklerk, ongekwalifiseerd—								
gedurende die eerste ses maande ondervinding	11,73	12,19	11,27	11,50	10,58	10,81	11,50	11,73
gedurende die tweede ses maande ondervinding	12,88	13,34	12,42	12,65	11,96	12,19	12,65	12,88
Werkeklerk, gekwalifiseerd	14,03	14,29	13,57	13,80	12,88	13,11	13,80	14,03
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie	11,04	11,50	8,97	9,20	8,74	8,97	10,58	11,04

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

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

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

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

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

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

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

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

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

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

Provided that—

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

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

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

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

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

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

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

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clause 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 on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in an envelope or container on which shall be recorded, or which shall be accompanied by a statement showing—

(a) the employer's name;

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

(c) the number of ordinary hours of work worked by the employee;

(d) the number of overtime hours worked by the employee;

(e) the number of hours worked by the employee on a Sunday or a public holiday referred to in clause 8 (1);

(f) the employee's wage;

(g) the details of any other remuneration arising out of the employee's employment;

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

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

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

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

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

(a) 'n hoër loon as dié van sy eie klas, òf

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

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

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

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

Met dien verstande dat—

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

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

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

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

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

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

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

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens klousule 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 by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n koevert of houer wees waarop, of wat vergesel gaan van 'n staat waarop gemeld word—

(a) die werkgewer se naam;

(b) die werknemer se naam of sy nommer op die betaalstaat en sy beroep;

(c) die getal gewone werkure wat die werknemer gewerk het;

(d) die getal ure wat die werknemer oortyd gewerk het;

(e) die getal ure wat die werknemer op 'n Sondag of 'n openbare vakansiedag in klousule 8 (1) bedoel, gewerk het;

(f) die werknemer se loon;

(g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;

(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 afore-mentioned 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).

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

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

(4) *Purchase of goods.*—An employer shall not require his employee to purchase any goods from him or from any shop, place or person nominated by him.

(5) *Board and lodging.*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

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

(a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to 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 umployee 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 R	*Per month* R
(i) Board	0,95	4,10
(ii) Lodging	0,45	1,95
(iii) Board and lodging	1,40	6,05

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

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

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

(iii) no deduction shall be made in the case of short-time owing to the vagaries of the weather, a shortage of railway trucks, a breakdown of plant or machinery or a breakdown in the supply of electric power in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

(f) with the written consent of an employee, a deduction of any amount which an employer has paid, or has undertaken to pay, to any 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 Bantu township or Bantu village under the control of such council or other local authority.

(h) besonderhede van enige bedrag wat afgetrek is;

(i) die werklike bedrag wat aan die werknemer betaal word; en

(j) die tydperk waarvoor die betaling geskied;

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

(i) op die skriftelike versoek van 'n 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 verstrek hoef te word aan 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkurebepalings uitgesluit is nie.

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

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

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

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

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

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

(b) behoudens andersluidende bepalings 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 Bantoe (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 R	*Per maand* R
(i) Kos	0,95	4,10
(ii) Inwoning	0,45	1,95
(iii) Kos en inwoning	1,40	6,05;

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

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

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

(iii) geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens die wisselvalligheid van die weer, 'n tekort aan spoorwaens, 'n onklaarraking van installasie of masjinerie of 'n onderbreking in die elektriese kragtoevoer, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

(f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgewer betaal het of onderneem het om te betaal aan 'n 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 Bantoedorp onder die beheer van so 'n raad of ander plaaslike owerheid bewoon.

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 an employee who works a six-day week—

(i) forty-six in any week from Monday to Saturday, inclusive; and

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

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

(i) forty-six in any week from Monday to Friday, inclusive; and

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

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

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

(i) an employer may agree with his employee to reduce the period of such interval to not less than half an hour, and in that event, and after the employer has informed the Divisional Inspector, Department of Labour, for his area, in writing, of such agreement, the interval may be so reduced;

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

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

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

(v) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;

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

(4) *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.

(5) *Overtime.*—All time worked, other than on a Sunday, in excess of the number of ordinary hours of work prescribed in subclauses (1) and (2) shall be overtime.

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

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

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

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

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

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

(8) *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 6 o'clock p.m. and 6 o'clock a.m.;

(b) after 1 o'clock p.m. on more than five days a week;

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

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

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

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 werknemer was ses dae per week werk—

(i) ses-en-veertig in 'n week van Maandag tot en met Saterdag; en

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

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

(i) ses-en-veertig in 'n week van Maandag tot en met Vrydag; en

(ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart op 'n dag.

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

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

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

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

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

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

(v) wanneer daar, vanweë oortyd wat gewerk word, 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;

(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.

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

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

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

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

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

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

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

(b) in die geval van 'n ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in enige week gewerk.

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

(a) tussen 6-uur nm. en 6-uur vm. te werk nie;

(b) op meer as vyf dae in 'n week na 1-uur nm. te werk nie;

(c) meer as twee uur oortyd op 'n dag te werk nie, behalwe dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk, maar dan só dat die oortydwerk hoogstens 10 uur in enige week is;

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

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

(f) 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 25c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

(i) to compound manager;

(ii) a senior managerial or administrative employee or a technical or professional employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R300 per month;

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

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

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

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

(c) Subclause (3) shall not apply to a sanitation employee.

6. ANNUAL LEAVE

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

(a) in the case of a compound manager, an induna 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 purpose of this clause the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section 20 (5) of the Factories, Machinery and Building Work Act, 1941.

(2) The leave prescribed in subclause (1) shall be granted 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 7 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.

(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 25c betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

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

(i) 'n kampongbestuurder;

(ii) 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en solank so 'n werknemer gereeld 'n loon van minstens R300 per maand ontvang;

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

(i) hy geen bedrag van sy wag of indoena se loon ten opsigte daarvan aftrek nie;

(ii) 'n werkgewer, in plaas daarvan dat hy sodanige vry periode aan sy wag of indoena toestaan, sodanige wag of indoena 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) en (6) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.

(c) Subklousule (3) is nie op 'n sanitêre werknemer van toepassing nie.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom verlof verleen van—

(a) in die geval van 'n kampongbestuurder, 'n indoena 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 werkenmer wat stukwerk verrig, bereken word op die grondslag uiteengesit in artikel 20 (5) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941.

(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 7 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) 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) Subclauses (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 leave granted to an employee in terms of the fourth proviso to subclause (2); provided further that, subject to clause 12 (4), an employee—

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

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

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 12, pays an employee in lieu of notice;

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

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 7;

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

amounting in the aggregate in any 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) (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).

(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) 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 dienstermyn van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van so 'n termyn opgeloop het, moet daar by sodanige diensbeëindiging, benewens 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 '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 12 (4), 'n werknemer—

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

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

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 werkgewer 'n werknemer ingevolge klousule 12 betaal in plaas van kennis te gee;

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

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7;

(iii) op las of versoek van sy werkgewer;

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

(c) enige tydperk wat 'n werknemer afwesig is vir 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 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.

(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 deel van sy bedryfsinrigting sluit vir 14 agtereenvolgende dae plus alle addisionele dae wat moontlik uit hoofde van die derde voorbehoudsbepaling van subklousule (2) daarby gevoeg moet word.

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

7. SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting of deel van 'n bedryfsinrigting waarin hy werksaam is, nie geregtig is nie op die volle tydperk van die jaarlikse verlof by subklousule (1) (b) voorgeskryf, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in subklousule (5) vermeld, en vir die doel van jaarlikse verlof daarná word sy diens geag te begin op die datum waarop die bedryfsinrigting of deel van die bedryfsinrigting, na gelang van die geval, aldus sluit.

7. SIEKTEVERLOF

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

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

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

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

(i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke 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 werkdae, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande wat die werknemer bydraes betaal, verlaag kan word maar tot minstens die aanwaskoers in die eerste voorbehoudsbepaling van hierdie subklousule vermeld;

(iii) waar 'n 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 werkdae; of

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

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

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

(4) 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 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 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.

8. PUBLIC HOLIDAYS AND SUNDAYS

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

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

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

(a) pay the employee—

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

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

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

(4) Subclauses (2) and (3) shall not apply to—

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

(b) a casual employee, a compound manager, an induna or a watchman.

9. PIECE-WORK

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

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

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

(4) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;
(ab) op las of versoek van sy werkgewer;
(ac) met siekteverlof ingevolge subklousule (1);

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

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding 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 onmiddellik voordat hierdie Vasstelling bindend geword het, by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Vasstelling verleen te wees;

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding kragtens die Ongevallewet, 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 werkgewer aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgewer hom, behoudens klousule 4 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat, waar daar van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag word dat hy vier uur gewerk het.

(3) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer òf—

(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; òf

(b) die werknemer teen minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne sewe dae vanaf sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat, waar daar van sodanige werknemer vereis of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, daar geag moet word dat hy vier uur gewerk het.

(4) Subklousules (2) en (3) is nie van toepassing nie—

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

(b) op 'n los werknemer, 'n kampongbestuurder, 'n indoena of 'n wag.

9. STUKWERK

(1) 'n Werkgewer kan nadat hy minstens een week vooraf kennis aan sy werknemer gegee het, 'n stukwerkstelsel invoer, en sodanige werkgewer moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk besoldig teen die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgewer, ongeag die hoeveelheid werk wat verrig is, sodanige werknemer moet betaal—

(a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, vir elke week waarin stukwerk verrig word, minstens die bedrag wat hy so 'n werknemer vir daardie week sou moes betaal het as hy hom 'n tydloon betaal het;

(b) in die geval van 'n los werknemer, vir elke dag waarop stukwerk verrig word, minstens die bedrag wat hy so 'n werknemer vir daardie dag sou moes betaal het as hy hom 'n tydloon betaal het.

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in subclause (1).

(3) An employer who intends to cancel or amend any piece-work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than one month's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give notice for a period not shorter than that agreed upon.

(4) Notwithstanding anything to the contrary in this clause, an employer need not give a casual employee notice of his intention to introduce any piece-work system or to cancel or amend it.

10. PROHIBITION OF EMPLOYMENT

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee, and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash or wash and iron any such uniform, overall or protective clothing, in which event the employer shall pay such employee an allowance of not less than 15c every week.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

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

notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than—

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

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

Provided that this shall not affect—

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

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

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

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

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

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

(i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or any period of military training 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.

(2) 'n Werkgewer moet 'n lys van die besoldiging in subklousule (1) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.

(3) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die besoldiging wat daarvolgens van toepassing is, af te skaf of te wysig, moet aan sy werknemer wat volgens sodanige stelsel werk, minstens een maand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgewer nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie.

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

10. VERBOD OP INDIENSNEMING

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende klere te was of te was en te stryk en in so 'n geval moet die werkgewer so 'n werknemer 'n toelae van minstens 15c per week betaal.

12. BEËINDIGING VAN DIENSKONTRAK

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

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

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

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

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

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

Met dien verstande dat—

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

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

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

nie hierdeur geraak word nie; voorts met dien verstande dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd en die werkgewer hom betaal in plaas van kennis te gee, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

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

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

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

(ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 kennis gegee mag word nie.

(4) 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, it shall be deemed for the purpose of clause 6 (5), that the employee 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 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.

14. LOG-BOOK

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

DAILY LOG

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

Date.....19..... .....
(Signature of Driver)

(2) Every driver of a motor vehicle or part-time driver of a motor vehicle shall, in the log-book referred to in subclause (1), keep a daily log in duplicate in respect of each day's work and shall within 24 hours of the completion of the day's work to which it relates deliver a copy thereof to his employer, and for the purpose of this clause the expression "work" in relation to a part-time driver of a motor vehicle shall refer only to "driving a motor vehicle" as defined in the definition of this class of employee.

(3) Every employer shall retain the copy of the daily log, which in terms of subclause (2) has been delivered to him, for a period of three years subsequent to such delivery.

SCHEDULE

I/We (a).....
carrying on trade in the Stonecrushing Industry at.....
.....
hereby certify that.....
was employed by me/us (a) from the.....day of .....19..... to the.....day of .....19..... as (b).....

At the termination of employment his/her (a) wage was..... rand.....cents per week.

.....
(Signature of employer or authorised representative)

Date.....

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

(4) Ondanks andersluidende bepalings in hierdie Vasstelling mag 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer 'n werkgewer 'n bedrag aldus aan homself toegeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (5) geag word dat die werknemer die werkgewer betaal het in plaas van kennis te gee.

13. DIENSSERTIFIKAAT

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

14. LOGBOEK

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

DAAGLIKSE LOG

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

.....
(Handtekening van drywer van motorvoertuig)

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

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

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

BYLAE

Ek/Ons (a).....
wat die Klipvergruisingsnywerheid beoefen te.....
.....
verklaar hierby dat.....
in my/ons (a) diens was van die.....dag van .....19..... tot die.....dag van .....19..... as (b).....

By diensbeëindiging was sy/haar (a) loon.....rand .....sent per week.

.....
(Handtekening van werkgewer of gemagtigde verteenwoordiger)

Datum.....

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

No. R. 578 13 April 1973

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED

STONECRUSHING INDUSTRY, CERTAIN AREAS

I, Marais Viljoen, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Wage Determination for the Stonecrushing Industry, Certain Areas, published under Government Notice R. 577 of 13 April 1973, 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.

M. VILJOEN, Minister of Labour.

No. R. 578 13 April 1973

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941, SOOS GEWYSIG

KLIPVERGRUISINGSNYWERHEID, SEKERE GEBIEDE

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Loonvasstelling vir die Klipvergruisingsnywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R. 577 van 13 April 1973, oor die algemeen vir die werknemers wie se werkure en beloning 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.

M. VILJOEN, Minister van Arbeid.

No. R. 579 13 April 1973

WAGE ACT, 1957

CANCELLATION OF THE PROVISIONS OF WAGE DETERMINATION 291.—STONECRUSHING INDUSTRY, CERTAIN AREAS

I, Marais Viljoen, Minister of Labour, hereby in terms of section 16 of the Wage Act, 1957, cancel with effect from the fourth Monday after the date of publication of this notice, all the provisions of Wage Determination 291 published under Government Notice R. 1408 of 8 September 1967.

M. VILJOEN, Minister of Labour.

No. R. 579 13 April 1973

LOONWET, 1957

INTREKKING VAN DIE BEPALINGS VAN LOONVASSTELLING 291.—KLIPVERGRUISINGSNYWERHEID, SEKERE GEBIEDE

Ek, Marais Viljoen, Minister van Arbeid, trek hierby kragtens artikel 16 van die Loonwet, 1957, met ingang van die vierde Maandag na die datum van publikasie van hierdie kennisgewing, al die bepalings van Loonvasstelling 291, gepubliseer by Goewermentskennisgewing R. 1408 van 8 September 1967 in.

M. VILJOEN, Minister van Arbeid.

Useful Hints—

1. Address all mail fully, clearly and without misleading abbreviations.
2. Place your own address on the back of the envelope or wrapper.
3. Do not enclose coins or other hard objects in letters.
4. Send remittances by Postal Order or Money Order.
5. Pack parcels properly, using strong containers and heavy paper. Tie securely.
6. Prepay postage fully.
7. Place postage stamps in the upper right hand corner of the envelope or wrapper.
8. Insure your parcels and register valuable letters. Documents which can only be replaced at considerable cost should preferably be insured.
9. Post early and often during the day. Mail held until the last moment may cause delay.
10. Give your correspondents your correct post office address including your box number where applicable.

Nuttige wenke—

1. Adresseer alle posstukke volledig, duidelik en sonder misleidende afkortings.
2. Plaas u eie adres agterop die koevert of omslag.
3. Moenie muntstukke of ander harde artikels in briewe insluit nie.
4. Gebruik posorders of poswissels wanneer geld deur die pos gestuur word.
5. Verpak pakkette behoorlik. Gebruik sterk houers en dik papier en bind dit stewig vas.
6. Maak seker dat die posgeld ten volle vooruitbetaal is.
7. Plak die posseëls in die boonste regterhoek van die koevert of omslag.
8. Verseker u pakkette en registreer waardevolle briewe. Dokumente wat slegs teen hoë koste vervang kan word, moet verkieslik verseker word.
9. Pos vroegtydig en dikwels gedurende die dag. Posstukke wat tot op die laaste oomblik teruggehou word kan vertraging veroorsaak.
10. Verstrek u volledige posadres aan u korrespondente asook u posbusnommer waar van toepassing.

Use it.

Don't abuse it.

water is for everybody

Werk mooi daarmee.

Ons leef daarvan

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Printed by and obtainable from The Government Printer,
Bosman Street, Private Bag X85, Pretoria

Gedruk deur en verkrygbaar by Die Staatsdrukker,
Bosmanstraat, Privaatsak X85, Pretoria

1—3853