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GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
UTILISATION**

No. R.1189]

[5 June 1981

WAGE ACT, 1957

WAGE DETERMINATION 409

COAL TRADE, CERTAIN AREAS

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

SCHEDULE

1. AREA AND SCOPE OF THE DETERMINATION

1. This Determination shall apply to all employers and all their employees, other than managers, in the Coal Trade in the following areas:

Cape Province.—The Magisterial Districts of Bellville, The Cape, East London, Goodwood, Kuils River, Paarl, Port Elizabeth, Simonstown, Uitenhage and Wynberg;

GOEWERMENTSKENNISGEWINGS

**DEPARTEMENT VAN
MANNEKRAGBENUTTING**

No. R.1189]

[5 Junie 1981

LOONWET, 1957

LOONVASSTELLING 409

STEENKOOLBEDRYF, SEKERE GEBIEDE

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

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

1. Hierdie vasstelling is van toepassing op alle werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Steenkoolbedryf in die volgende gebiede:

Kaapprovinsie.—Die landdrostdistrikte Bellville, Die Kaap, Goodwood, Kuilsrivier, Oos-Londen, Paarl, Port Elizabeth, Simonstad, Uitenhage en Wynberg;

Natal.—The Magisterial Districts of Durban, Inanda, Pietermaritzburg and Pinetown and the Municipal Areas of Ladysmith and Newcastle;

Orange Free State.—The Magisterial Districts of Bloemfontein, Odendaalsrus, Sasolburg, Virginia and Welkom and the Municipal Areas of Bethlehem, Harrismith and Kroonstad;

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg, Highveld Ridge, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom and the Municipal Areas of Middelburg, Pietersburg, Rustenburg and Witbank.

2. For the purpose of this clause—

“Coal Trade” means the trade in which employers and employees are associated in establishments in which five or more employees are engaged in the selling, distributing and preparing for sale of coal or firewood or both, or for one or more of these activities;

“coal” also means coke and charcoal.

2. DEFINITIONS

Unless the context otherwise indicates, any expression which is used in this Determination and which is defined in the Wage Act, 1957, has the same meaning as in that Act and for the purpose of this Determination, an employee shall be deemed to be in that class in which he is wholly or mainly engaged; 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 designed or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or 7 (3) of the said Act; (2)

(2) “casual employee” means an employee who is employed by the same employer on not more than three days in any week; (19)

(3) “chargehand” means an employee who is in charge of a group of labourers and who may keep a record of bags or sacks filled; (23)

(4) “checker” means an employee who is engaged in checking bags of coal or firewood for delivery and who supervises the loading of vehicles; (16)

(5) “clerk” means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, an employee who collects money outside an establishment 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 part of such employee’s work; (14)

(6) “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 employees housed in the compound; (13)

(7) “driver” 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; (10)

(8) “emergency work” means—

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

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

(i) ships;

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

(iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours; (22)

(9) “establishment” means any premises or portion thereof in or in connection with which five or more employees are employed in this trade; (5)

(10) “experience” means, in relation to—

(a) a clerk, the total period or periods of employment which an employee has had as a clerk in any trade or in the service of the State: Provided that only half of the period or periods which a clerk has had as a part-time employee shall be reckoned as employment as a clerk;

(b) a yard clerk, the total period or periods of employment which an employee has had in the Coal Trade as a yard clerk; (24)

(11) “extra-heavy motor vehicle” means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 16 000 kg; (11)

Natal.—Die landdrosdistrikte Durban, Inanda, Pietermaritzburg en Pinetown en die munisipale gebiede van Ladysmith en Newcastle;

Oranje-Vrystaat.—Die landdrosdistrikte Bloemfontein, Odendaalsrus, Sasolburg, Virginia en Welkom en die munisipale gebiede van Bethlehem, Harrismith en Kroonstad;

Transvaal.—Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg, Hoëveldrif, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom en die munisipale gebiede van Middelburg, Pietersburg, Rustenburg en Witbank.

2. By die toepassing van hierdie klousule beteken—

„Steenkoolbedryf” die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings waarin vyf of meer werknemers werksaam is by die verkoop, verspreiding en voorbereiding vir verkoop van steenkool of brandhout of albei, of vir een of meer van hierdie werksaamhede;

„Steenkool” beteken ook kooks en houtskeel.

2. WOORDOMSKRYWING

Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet en, by die toepassing van hierdie vasstelling, word ’n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is; voorts, tensy dit strydig met die sinsverband is, beteken—

1. „algemene werker” ’n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Artikels dra, verskuif of opstapel op ’n ander wyse as deur ’n kraagaangedrewe toestel te gebruik;

(b) bome of struikgewas afkap, uitroei of verwyder;

(c) buite die bedryfsinrigting goedere of die vrag op motorvoertuie oppas, of motorvoertuie oppas;

(d) by herhaling volgens ’n voorafbepaalde massa massameet of by herhaling na ’n vaste maat meet;

(e) die bediener van ’n houtsagmasjien help deur hout vas te hou;

(f) die perseel of masjinerie, werktuie, gereedskap, gerei, meubels, voertuie of ander artikels skoonmaak;

(g) hout saag, breek, kloof, kap of op ’n ander manier voorberei as brandhout, maar nie deur ’n kragmasjien te gebruik nie;

(h) ’n hystoel of goederehyser met die hand bedien;

(i) kampongs, latrines, buitegeboue of soortgelyke geboue of bouwerke wit of ontsmet;

(j) kiste, sakke of ander houers merk, brandmerk, sjabloneer of etiketteer;

(k) klinkers, steenkool, brandhout of ander artikels of goedere sorteer;

(l) laai of aflaai;

(m) met ’n handgraaf skep;

(n) op ’n motorvoertuig, sleepwa of leunwa werk of dit op sy ritte vergesel;

(o) rubber- of ander stempels gebruik waar diskresie of seleksie nie nodig is nie;

(p) sakke teer;

(q) sakke met die hand heelmaak;

(r) sakke vul, toemaak, oopmaak of uitskud;

(s) steenkool breek;

(t) tuinwerk doen;

(u) vure maak of aan die brand hou, of afvalgoed of as verwyder; (13)

(2) „ambagsman” ’n werknemer wat werk doen wat in die reël deur ’n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomskrif beteken die uitdrukking „geskoolde ambagsman” iemand wat sy leertyd uitgedien het in ’n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van ’n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of ’n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of 7 (3) van genoemde Wet; (1)

(3) „bediener van ’n houtsagmasjien” ’n werknemer wat ’n kraagaangedrewe houtsagmasjien bedien en wat ook die masjien kan aansit of stopsit en wat dryfbande kan verstel of vervang; (35)

(4) „bediener van ’n laaigraaf” ’n werknemer wat ’n kraagaangedrewe laaigraaf bedien wat by die oplaai, verskuiving of aflaai van steenkool en brandhout gebruik word en vir die toepassing van hierdie omskrif sluit „laaigraaf” ’n hyskraan, graafmasjien, sleepgraaf en ’n meganiese skop in; (12)

(5) „bedryfsinrigting” ’n perseel of gedeelte daarvan waarop of in verband waarmee vyf of meer werknemers in hierdie bedryf in diens is; (9)

(12) "front-end loader operator" means an employee operating a power driven front-end loader used in loading, shifting or unloading coal and firewood and for the purpose of this definition "front-end loader" includes a crane, excavator, drag line and mechanical shovel; (4)

(13) "general worker" means an employee who is engaged in any one or more of the following activities:

- (a) Assisting the operator of a wood-sawing machine by holding wood;
- (b) breaking coal;
- (c) carrying, moving or stacking articles, other than by the use of a power-driven device;
- (d) cleaning premises or machinery, implements, tools, utensils, furniture, vehicles or other articles;
- (e) cutting, breaking, splitting, chopping or otherwise preparing wood for firewood, other than by the use of a power-driven machine;
- (f) cutting down, destroying or removing trees or vegetation;
- (g) filling, closing, opening or shaking out bags;
- (h) gardening work;
- (i) limewashing or disinfecting compounds, latrines, outbuildings or similar buildings or structures;
- (j) loading or unloading;
- (k) making or maintaining fires or removing refuse or ashes;
- (l) marking, branding, stencilling or labelling wood or boxes, sacks, bags or other containers;
- (m) mending bags by hand;
- (n) operating a hoist or goods lift by hand;
- (o) repetition weighing to a pre-determined weight or repetition measuring to a set measure;
- (p) shovelling by hand;
- (q) sorting clinkers, coal or other articles or goods;
- (r) tarring bags;
- (s) using rubber or other stamps not involving discretion or selection;
- (t) outside the establishment, guarding goods or the load on motor vehicles, or guarding motor vehicles;
- (u) working on a motor vehicle, trailer or semi-trailer or accompanying it on its trips; (1)

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

- (a) Affixing postage stamps on letters, parcels or other articles or using a manually operated franking machine;
- (b) assisting an artisan other than by the independent use of tools;
- (c) delivering messages, letters or goods on foot or by means of a bicycle or other non-power-driven vehicle;
- (d) folding or enveloping mail;
- (e) oiling or greasing machinery or vehicles, other than motor vehicles;
- (f) cooking rations or making or serving tea or similar beverages to employees or making or serving tea or other refreshments to the employer or his guests;
- (g) washing overalls, uniforms or protective clothing;
- (h) removing, replacing, changing or repairing wheels, tyres or inner tubes of motor vehicles, front-end loaders or trailers, and pumping tyres or inner tubes; (36)

(15) "gross combination mass", in regard to a motor vehicle, means the maximum mass of any combination of motor vehicles, semi-trailers or trailers of which such motor vehicle can form a part, and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the licencing authority; (7)

(16) "gross vehicle mass", in regard to a motor vehicle, means the maximum mass of such vehicle and its load as specified by manufacturer or, in the absence of such specification, as determined by the licencing authority; (8)

(17) "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery, plant or other equipment, or in effecting minor repairs or renovations to buildings, but who does not do work normally performed by an artisan; (12)

(18) "heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 9 000 kg but does not exceed 16 000 kg; (30)

(19) "law" includes the common law; (37)

(20) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (17)

(21) "local authority" means a divisional council, city council, municipal council, town council, town management, local management board, local area board and any other similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961), and also includes an administration board established under section 2 of the Administration of Black Affairs Act, 1971 (Act 45 of 1971); (26)

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

- (a) supervision over,

(6) „bestuurder” ’n werknemer wat deur sy werkgever belas is met die algehele—

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

die werksaamhede van ’n bedryfsinrigting en die werknemers wat daarin werk; (22)

(7) „bruto kombinasie-massa”, met betrekking tot ’n motorvoertuig, die maksimum massa van enige kombinasie van motorvoertuie, leunwagens of sleepwagens waarvan sodanige motorvoertuig ’n deel kan uitmaak en die vraag, soos gespesifiseer deur die vervaardiger of, in die afwesigheid van sodanige spesifikasie, soos deur nie registrasie-owerheid bepaal; (15)

(8) „bruto voertuig-massa”, met betrekking tot ’n motorvoertuig, die maksimum massa van sodanige voertuig en sy vraag soos gespesifiseer deur die vervaardiger of, in die afwesigheid van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (16)

(9) „deeltydse werknemer” ’n klerk of vroulike algemene werker wat as sodanig by die week of maand hoogstens 30 gewone werkure in ’n week in diens is; (26)

(10) „drywer” ’n werknemer wat ’n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking „’n motorvoertuig dryf” alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf; (7)

(11) „ekstra swaar motorvoertuig” ’n motorvoertuig waarvan die bruto voertuig-massa of bruto kombinasie-massa meer as 16 000 kg is; (11)

(12) „faktotum” ’n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie, installasie of uitrusting, of wat kleinere herstelwerk of opknappings aan geboue doen maar wat geen werk verrig wat gewoonlik deur ’n ambagsman gedoen word nie; (17)

(13) „kampungbestuurder” ’n werknemer wat aan die hoof staan van ’n kampong en wat verantwoordelik is vir die sindelikhed van die kampong en die tug van die werknemers wat daarin woon; (6)

(14) „klerk” ’n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook ’n kassier, ’n werknemer wat buite die bedryfsinrigting geld insamel en ’n skakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so ’n werknemer se werk; (5)

(15) „korttyd” ’n tydelike vermindering van die getal gewone werkure weens ’n slapte in die bedryf of ’n tekort aan voorraad; (29)

(16) „laaimeester” ’n werknemer wat sakke steenkool of brandhout vir aflewering natel en wat oor die laai van voertuie toesig hou; (4)

(17) „ligte motorvoertuig” ’n motorvoertuig waarvan die bruto voertuig-massa of bruto kombinasie-massa nie meer as 3 500 kg is nie; (20)

(18) „loon” die bedrag wat ingevolge klousule 3 (1) van ’n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf. Met dien verstande dat as ’n werkgever ’n werknemer ten opsigte van sodanige gewone werkure gereeld ’n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken; (33)

(19) „los werknemer” ’n werknemer wat hoogstens drie dae in ’n week by dieselfde werkgever in diens is; (2)

(20) „medium motorvoertuig” ’n motorvoertuig waarvan die bruto voertuig-massa of bruto kombinasie-massa meer as 3 500 kg is maar nie meer as 9 000 kg is nie; (23)

(21) „motorvoertuig” ’n selfaangedrewe voertuig met ’n enjinkapasiteit van meer as 50 cm³ wat gebruik word vir die vervoer van goedere, en omvat dit ook ’n motorfiets of motordriewiel, voorhaker en ’n trekker; (24)

(22) „noodwerk”—

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

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

- (i) skepe;
- (ii) spoorwagens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens;
- (iii) voertuie wat deur ’n vervoerkontraakteur gebruik word in die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens; (8)

(23) „onderbaas” ’n werknemer wat aan die hoof staan van ’n groep algemene werkers en wat die getal gevulde sakke mag opteken; (3)

(24) „ondervinding” met betrekking tot—

- (a) ’n klerk, die totale tydperk of tydperke wat ’n werknemer as ’n klerk in enige bedryf of in die diens van die Staat werksaam was. Met dien verstande dat net die helfte van die tydperk of tydperke wat ’n klerk as ’n deeltydse werknemer in diens was, gereken word as klerklike diens;
- (b) ’n werfklerk, die totale tydperk of tydperke wat ’n werknemer as ’n werfklerk in die Steenkoolbedryf werksaam was; (10)

(25) „oortyd” daardie gedeelte van enige tydperk wat ’n werknemer gedurende ’n week of op ’n dag, na gelang van die geval, vir sy werkge-

- (b) responsibility for, and
(c) direction of,
the activities of an establishment and the employees engaged therein;

(6) (23) "medium motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 3 500 kg but does not exceed 9 000 kg; (20)

(24) "motor vehicle" means a self-propelled vehicle with an engine capacity exceeding 50 cm³ used for the transportation of goods, and also includes a motor cycle or motor tricycle, a mechanical horse and a tractor; (21)

(25) "overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the ordinary hours of work prescribed for such employee in clause 5 (1), but does not include any period during which such employee works for his employer on a Sunday; (25)

(26) "part-time employee" means a clerk or a female general worker who is employed as such by the week or month for not more than 30 ordinary hours of work in any week; (9)

(27) "security guard" means an employee who is required to read, write and speak one or both of the official languages of the Republic, and who performs one or more of the following activities:

- (a) Searching persons;
(b) controlling and reporting on the movement of persons or vehicles at check points or gates;
(c) supervising and controlling of watchmen,
and who may be required to perform one or more of the duties of a watchman; (27)

(28) "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; (28)

(29) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade or shortage of supplies; (15)

(30) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character; (31)

(31) "tractor" means a motor vehicle designed or adapted mainly to pull other vehicles and not to carry a load; (32)

(32) "trailer" means any vehicle which is not self-propelled and which has been designed or adapted to be drawn by a motor vehicle, and includes a semi-trailer; (29)

(33) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount; (18)

(34) "watchman" means an employee, other than a security guard, who guards, protects or patrols goods, premises, buildings, building works or fixed property and who can handle dogs in the performance of his duties; (33)

(35) "wood-sawing machine operator" means an employee who operates a power-driven wood-sawing machine and who can also start or stop the machine and repair or replace drive belts; (3)

(36) "yard clerk" means an employee who is engaged at a coal site in attending to telephone calls, taking orders or making out invoices; (34)

(37) "yard foreman" means an employee—

- (a) who exercises control over employees employed on a coal site;
(b) who is responsible for the efficient performance by such employees of their duties; and
(c) who is responsible for the receipt and delivery of goods. (35)

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 part-time employees and casual employees.
(b) Casual employees.—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 an employee of that class, who on the basis of experience is entitled to the highest wage tariff;

wer werk en wat langer is as die gewone werkure by klousule 5 (1) vir sodanige werknemer voorgeskryf is, maar omvat dit nie 'n tydperk waarin sodanige werknemer op 'n Sondag vir sy werkgever werk nie; (25)

(26) „plaaslike owerheid” ’n afdelingsraad, stadsraad, munisipale raad, dorspraak, dorpsbestuur, plaaslike bestuursraad, plaaslike gebiedsraad en enige ander soortgelyke instelling of liggaam wat in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961), beoog word en sluit ook ’n Administrasieraad ingestel kragtens artikel 2 van die Wet op die Administrasie van Swart Sake, 1971 (Wet 45 van 1971) in; (21)

(27) „sekuriteitswag” ’n werknemer van wie vereis word om een of albei amptelike tale van die Republiek te lees, skryf en te praat en wat een of meer van die volgende werksaamhede verrig:

- (a) Deursoek van persone;
(b) kontrolering van en verslagdoening oor die beweging van persone of voertuie by kontrolepunte of hekke;
(c) toesighouding oor en kontrolering van wagte;
en van wie vereis kan word om een of meer van die pligte van ’n wag te verrig; (27)

(28) „senior bestuurs- of administratiewe werknemer” ’n werknemer wat in opdrag van sy werkgever werk verrig wat verantwoordelikheid meebring vir die neem van besluite van ’n administratiewe aard by die uitvoering van die werksaamhede van ’n bedryfsinrigting; (28)

(29) „sleepwa” ’n voertuig wat nie selfgedrewe is nie en wat ontwerp of aangepas is om deur ’n motorvoertuig getrek te word en omvat dit ’n leunwa; (32)

(30) „swaar motorvoertuig” ’n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 9 000 kg is maar nie meer as 16 000 kg is nie; (18)

(31) „tegniese of professionele werknemer” ’n werknemer wat in opdrag van sy werkgever werk van ’n tegniese of professionele aard verrig; (30)

(32) „trekker” ’n motorvoertuig wat ontwerp of aangepas is hoofsaaklik om ander voertuie te trek en nie om enige vrag op hom te dra nie; (31)

(33) „wag” ’n werknemer, uitgesonderd ’n sekuriteitswag, wat goedere, persele, geboue, bouwerke of vaste eiendom bewaak, beskerm of patrolleer en wat honde kan hanteer in die uitvoering van sy pligte; (34)

(34) „werfklerek” ’n werknemer wat op ’n steenkoolwerf telefoonoproepe behartig, bestellings neem of fakture uitskryf; (36)

(35) „werfvoorman” ’n werknemer wat—

- (a) oor die werknemers op ’n steenkoolwerf beheer uitoeft;
(b) moet toesien dat sodanige werknemers hul pligte doeltreffend uitvoer; en
(c) vir die ontvangs en aflewering van goedere verantwoordelik is; (37)

(36) „werknemer graad I” ’n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) ’n Ambagsman behulpsaam wees op ’n ander wyse as deur die gereedskap van sy vak selfstandig te gebruik;
(b) boodskappe, briewe of goedere te voet of per trapfiets of ’n ander nie-kragaangetrewe voertuig aflewer;
(c) oorpakke, uniforms of beskermende klere was;
(d) posseëls op briewe, pakkette of ander artikels plak of ’n handfrankeermasjien gebruik;
(e) pos vou of in koeverte steek;
(f) masjienerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;
(g) rantsone gaarmaak of tee of soortgelyke drankie vir werknemers maak of aan hulle bedien of tee of ander verversings vir die werkgever of sy gaste maak of aan hulle bedien;
(h) wiele, buite- of binnebande van motorvoertuie, laaigrawe of sleepwaens afhaal, terugsit, omruil of herstel, en buite- of binnebande oppomp; (14)

(37) „wet” ook die gemene reg. (19)

3. BESOLDIGING

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

- (a) Werknemers uitgesonderd deeltydse werknemers en los werknemers.
(b) Los werknemers.—’n Los werknemer moet vir elke dag of gedeelte van ’n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir ’n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat—
(i) waar die werkgever van ’n los werknemer vereis om die werk te verrig van ’n klas werknemer vir wie ’n loon toon ’n stygende skaal voorgeskryf word, die uitdrukking „weekloon” beteken die voorgeskrewe weekloon van ’n werknemer van daardie klas wat volgens ondervinding geregtig is op die hoogste loontarief;

	In the Magisterial Districts of Bellville, The Cape, Goodwood, Kuils River, Port Elizabeth, Simonstown, Uitenhage and Wynberg	In the Magisterial Districts of Alberton Benoni, Boksburg, Brakpan, Durban, Germiston, Inanda, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom		In the Magisterial Districts of Bloemfontein, Klerksdorp, Odendaalsrus, East London, Paarl, Pietermaritzburg, Potchefstroom, Virginia and Welkom and the Municipal Area of Witbank		In the Magisterial Districts of Delmas, Heidelberg (Tvl) and Highveld Ridge and the Municipal Areas of Bethlehem, Harrismith, Kroonstad, Ladysmith, Middelburg (Tvl), Newcastle, Pietersburg and Rustenburg	
		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
Artisan	109,00	99,00	109,00	90,00	99,00	80,00	88,00
Charge hand	40,00	36,50	40,00	33,00	36,50	28,50	32,00
Checker	40,00	36,50	40,00	33,00	36,50	28,50	32,00
Clerk—							
male—							
during the first year of experience	46,15	41,54	46,15	38,08	41,54	32,31	36,92
during the second year of experience	54,92	49,62	54,92	45,46	49,62	38,77	43,85
during the third year of experience	63,69	57,69	63,69	52,85	57,69	45,23	50,77
during the fourth year of experience	72,46	65,77	72,46	60,23	65,77	51,69	57,69
thereafter	81,23	73,85	81,23	67,62	73,85	58,15	64,62
female—							
during the first year of experience	41,54	38,31	41,54	34,62	38,31	30,00	33,69
during the second year of experience	47,54	43,85	47,54	39,69	43,85	34,38	38,54
during the third year of experience	53,54	49,38	53,54	44,77	49,38	38,77	43,38
during the fourth year of experience	59,54	54,92	59,54	49,85	54,92	43,15	48,23
thereafter	65,54	60,46	65,54	54,92	60,46	47,54	53,31
Compound manager	82,00	75,50	82,00	68,50	75,50	60,00	67,00
Driver of a—							
light motor vehicle	44,00	40,00	44,00	36,00	40,00	33,00	38,00
medium motor vehicle	56,00	51,00	56,00	46,00	51,00	40,00	45,00
heavy motor vehicle	66,50	60,50	66,50	55,00	60,50	47,50	53,00
extra-heavy motor vehicle	75,00	68,50	75,00	62,00	68,50	53,50	60,00
Front-end loader operator	44,00	40,00	44,00	36,00	40,00	33,00	38,00
General worker—							
male—							
18 years of age and older	35,00	32,00	35,00	29,00	32,00	25,00	28,00
under 18 years of age	26,25	24,00	26,25	21,75	24,00	18,80	21,00
female	31,50	28,80	31,50	26,00	28,80	22,50	25,20
Grade I employee	37,00	34,00	37,00	30,70	34,00	26,50	29,70
Handyman	56,00	51,00	56,00	46,00	51,00	41,00	46,00
Security guard	44,00	40,00	44,00	36,00	40,00	32,00	36,00
Watchman	40,00	36,50	40,00	33,00	36,50	28,50	32,00
Wood-sawing machine operator	40,00	36,50	40,00	33,00	36,50	28,50	32,00
Yard clerk—							
during the first year of experience	41,00	37,50	41,00	34,00	37,50	29,20	32,80
during the second year of experience	43,50	40,00	43,50	36,50	40,00	31,70	35,30
thereafter	46,00	42,50	46,00	39,00	42,50	34,20	37,80
Yard foreman	86,00	78,00	86,00	71,00	78,00	63,00	70,00
Employee not specifically mentioned elsewhere in this subclause ..	40,00	36,50	40,00	33,00	36,50	28,50	32,00

	In die landdrosdistrikte Bellville, Die Kaap, Goodwood, Kuilsrivier, Port Elizabeth, Simonstad, Uitenhage en Wynberg	In die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Inanda, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Vanderbijlpark, Vereniging, Westonaria en Wonderboom		In die landdrosdistrikte Bloemfontein, Klerksdorp, Odenaarsrus, Oos-Londen, Paarl, Pietermaritzburg, Potchefstroom, Virginia en Welkom en die munisipale gebied Witbank		In die landdrosdistrikte Delmas, Heidelberg (Tvl), Hoëveldrif en die munisipale gebiede Bethlehem, Harri-smith, Kroonstad, Ladysmith, Middelburg (Tvl), Newcastle, Pietersburg en Rustenburg	
		Gedurende die eerste jaar nadat hierdie Vastelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie Vastelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie Vastelling bindend word	Daarna
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Algemene werker— man—							
18 jaar en ouer	35,00	32,00	35,00	29,00	32,00	25,00	28,00
onder 18 jaar	26,25	24,00	26,25	21,75	24,00	18,80	21,00
vrou	31,50	28,80	31,50	26,00	28,80	22,50	25,20
Ambagsman	109,00	99,00	109,00	90,00	99,00	80,00	88,00
Bediener van 'n houtsaagmasjien	40,00	36,50	40,00	33,00	36,50	28,50	32,00
Bediener van 'n laaigraaf	44,00	40,00	44,00	36,00	40,00	33,00	38,00
Drywer van 'n—							
ligte motorvoertuig	44,00	40,00	44,00	36,00	40,00	33,00	38,00
medium motorvoertuig	56,00	51,00	56,00	46,00	51,00	40,00	45,00
swaar motorvoertuig	66,50	60,50	66,50	55,00	60,50	47,50	53,00
ekstra swaar motorvoertuig	75,00	68,50	75,00	62,00	68,50	53,50	60,00
Faktotum	56,00	51,00	56,00	46,00	51,00	41,00	46,00
Kampongbestuurder	82,00	75,50	82,00	68,50	75,50	60,00	67,00
Klerk—							
man—							
gedurende die eerste jaar ondervinding	46,15	41,54	46,15	38,08	41,54	32,31	36,92
gedurende die tweede jaar ondervinding	54,92	49,62	54,92	45,46	49,62	38,77	43,85
gedurende die derde jaar ondervinding	63,69	57,69	63,69	52,85	57,69	45,23	50,77
gedurende die vierde jaar ondervinding	72,46	65,77	72,46	60,23	65,77	51,69	57,69
daarna	81,23	73,85	81,23	67,62	73,85	58,15	64,62
vrou—							
gedurende die eerste jaar ondervinding	41,54	38,31	41,54	34,62	38,31	30,00	33,69
gedurende die tweede jaar ondervinding	47,54	43,85	47,54	39,69	43,85	34,38	38,54
gedurende die derde jaar ondervinding	53,54	49,38	53,54	44,77	49,38	38,77	43,38
gedurende die vierde jaar ondervinding	59,54	54,92	59,54	49,85	54,92	43,15	48,23
daarna	65,54	60,46	65,54	54,92	60,46	47,54	53,31
Laaiemeester	40,00	36,50	40,00	33,00	36,50	28,50	32,00
Onderbaas	40,00	36,50	40,00	33,00	36,50	28,50	32,00
Sekuriteitswag	44,00	40,00	44,00	36,00	40,00	32,00	36,00
Wag	40,00	36,50	40,00	33,00	36,50	28,50	32,00
Werkklerk—							
gedurende die eerste jaar ondervinding	41,00	37,50	41,00	34,00	37,50	29,20	32,80
gedurende die tweede jaar ondervinding	43,50	40,00	43,50	36,50	40,00	31,70	35,30
daarna	46,00	42,50	46,00	39,00	42,50	34,20	37,80
Werkvoorman	86,00	78,00	86,00	71,00	78,00	63,00	70,00
Werknemer graad I	37,00	34,00	37,00	30,70	34,00	26,50	29,70
Werknemer nie elders in hierdie subkousule uitdruklik vermeld nie	40,00	36,50	40,00	33,00	36,50	28,50	32,00

- (ii) where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent, in respect of that day.
- (c) *Part-time employees.*—A part-time employee shall be paid not less than two thirds of the wage prescribed for an employee in the same area, of the same class and sex and with the same experience.
- (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 wage higher than that of his own class, or
 - 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—
- in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate, and
 - 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—
- this subclause shall not apply where the difference between classes in terms of subclause (1) is based on age, experience or sex;
 - 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 an employee in any week.
- (b) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by—
- five, in the case of an employee who normally works a five-day week;
 - six, in the case of every 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 twice monthly or 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 a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

- the employer's name;
 - the employee's name or his number on the pay-roll and his occupation;
 - the number of ordinary hours of work worked by the employee;
 - the number of overtime hours worked by the employee;
 - the number of hours worked by the employee on a Sunday, a public holiday prescribed in clause 8 (1), or during his free period;
 - the employee's wage;
 - details of any other remuneration arising out of the employee's employment;
 - details of any deductions made;
 - the actual amount paid to the employee; and
 - the period in respect of which payment is made;
- and such envelope or container on which these particulars are recorded or such statements shall become the property of the employee: Provided that—

- at the written request of an employee the amount due to him may be paid into his building society or bank account by his

- waar die werkgewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon vir daardie dag met hoogstens 50 per sent verminder kan word ten opsigte van daardie dag.
- Deeltydse werknemers.*—'n Deeltydse werknemer moet minstens twee derdes betaal word van die loon voorgeskryf vir 'n werknemer in dieselfde gebied, van dieselfde klas en geslag en met dieselfde ondervinding.

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

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

- 'n hoër loon as dié van sy eie klas; of
- 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas;

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

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

- hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus;
 - tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie vaststelling só 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—
- vyf, in die geval van 'n werknemer wat normaalweg vyf dae per week werk;
 - 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, twee-weekliks of 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 verseëldde koeverf of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

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

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

- op die skriftelike versoek van die werknemer, die bedrag aan hom verskuldig gestort kan word op sy bouvereniging- of

employer, who shall hand to him the relevant receipt together with the aforementioned statement;

- (ii) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a).

(2) *Casual employees.*—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) *Food and accommodation.*—Save as provided in the Blacks (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to accept food or accommodation or food and accommodation from him or with any person or at any place nominated by him.

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

- (a) With the written consent of his employee, a deduction for holiday, sick benefit, medical, insurance, savings, provident or pension funds or subscriptions to a trade union;
- (b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- (d) whenever an employee agrees or is required in terms of the Blacks (Urban Areas) Consolidation Act, 1945, to accept food and accommodation or food or accommodation with his employer, a deduction not exceeding the amounts specified below:

	Per week R	Per month R
(i) Food	3,00	13,00
(ii) Accommodation	1,50	6,50
(iii) Food and accommodation	4,50	19,50

(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) 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, 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 in respect of the first hour not worked, owing to the vagaries of the weather, a shortage of supplies, a breakdown of vehicles, machinery or plant, or because the buildings are unfit for use or are in danger of becoming unfit for use, unless the employer has given his employee notice on the previous work 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 banking institution, building society, insurance company, local authority or registered financial institution in respect of a payment on a loan granted to such employee to obtain a dwelling;
- (g) with the written consent of an employee, an amount the employer has paid or has undertaken to pay to any other organisation in respect of—
- (i) a payment on a loan granted to such employee to obtain a dwelling; or
- (ii) the rent of a dwelling or accommodation in a hostel where such employee lives;
- if the dwelling or hostel is provided through the agency of such organisation, wholly or partly from funds advanced for that purpose by the Government, a local authority or a building society.

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

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

- (a) in the case of a casual employee, eight and a half on any day;
- (b) in the case of a part-time employee—

bankrekening deur die werkgewer wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;

- (ii) voornoemde inligting betreffende tyd gewerk nie verstrek hoeft te word aan 'n werknemer wat ingevolge klousule 5 (7) (a) van die werkbepalings uitgesluit is nie.

(2) *Los werknemers.*—'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) *Voedsel en huisvesting.*—Behoudens die Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om voedsel of huisvesting of voedsel en huisvesting van hom of van enigiemand anders of op 'n plek deur hom aangewys, aan te neem nie.

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

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siekte-, mediese-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledegeld van 'n vakvereniging;
- (b) behoudens andersluidende bepalinge in hierdie vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
- (c) enige bedrag wat 'n werkgewer regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;
- (d) wanneer 'n werknemer daartoe instem of daar ingevolge die Swartes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om voedsel en huisvesting of voedsel of huisvesting van sy werkgewer aan te neem, 'n bedrag van hoogstens—

	Per week R	Per maand R
(i) Voedsel	3,00	13,00
(ii) Huisvesting	1,50	6,50
(iii) Voedsel en huisvesting	4,50	19,50

(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 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 weersomstandighede, 'n tekort aan voorrade, 'n onklaarraking van voertuie, masjinerie of installasie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;
- (f) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgewer betaal het of onderneem om te betaal het aan enige bankinstelling, bougenootskap, assuransiëbesigheid, plaaslike owerheid of geregistreerde finansiële instelling ten opsigte van 'n paaiement op 'n lening wat aan sodanige werknemer toegestaan is om 'n woning te verkry;
- (g) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgewer aan enige ander organisasie betaal het of onderneem het om te betaal ten opsigte van—
- (i) 'n paaiement op 'n lening wat aan sodanige werknemer toegestaan is vir die verkryging van 'n woning; of
- (ii) die huurgeld van 'n woning of huisvesting in 'n tehuis wat sodanige werknemer bewoon;
- indien die woning of tehuis voorsien is deur bemiddeling van sodanige organisasie uitsluitlik of gedeeltelik uit fondse wat vir daardie doel deur die Staat, 'n plaaslike owerheid of 'n bougenootskap voorgeskiet is.

5. WERKURE, GEWONE EN KORTTYD-, EN BETALING VIR KORTTYDWERK

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

- (a) in die geval van 'n los werknemer, agt en 'n half op 'n dag;
- (b) in die geval van 'n deeltydse werknemer—

- (i) 30 in any week from Monday to Saturday, inclusive; and
- (ii) subject to subparagraph (i) hereof, five on any day;
- (c) in the case of a security guard or a watchman—
 - (i) 72 in any week from Monday to Saturday, inclusive; and
 - (ii) subject to subparagraph (i) hereof, 12 on any day;
- (d) in the case of all other employees who work a six-day week—
 - (i) 46 in any week from Monday to Saturday, inclusive; and
 - (ii) subject to subparagraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and a half;
- (e) in the case of all other employees who work a five-day week—
 - (i) 46 in any week from Monday to Friday, inclusive; and
 - (ii) subject to subparagraph (i) hereof, nine and a quarter on any day.

(2) *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 the period of five hours may be extended to not more than six hours for the purpose of completing the loading or unloading of a vehicle: Provided further that—

- (a) an employer may agree with his employee to reduce the period of such interval to not less than half an hour, and in that event, and after the employer has informed the Divisional Inspector, Department of Manpower Utilisation, for his area, in writing, of such agreement, the interval may be so reduced;
- (b) periods of work interrupted by intervals of less than one hour, except when proviso (a) or (e) applies, shall be deemed to be continuous;
- (c) if such interval is longer than one hour, any period in excess of one and one quarter hours shall be deemed to be time worked;
- (d) 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;
- (e) when on any day by reason of overtime worked an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;
- (f) a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall for the purposes of this subclause be deemed not to have worked during such interval.

(3) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning and afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(4) *Hours of work to be consecutive.*—Save as provided in subclause (2), all hours of work of an employee on any day shall be consecutive.

(5) *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 in any day;
- (b) in the case of a part-time employee, six hours in any week;
- (c) in the case of a security guard, a watchman or an employee who is wholly or mainly engaged in the delivery of goods, 12 hours in any week;
- (d) in the case of any other employee, 10 hours in any week.

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

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

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

- (i) a compound manager;
- (ii) a senior managerial or administrative employee or a technical or professional employee, if and for as long as such employee is in regular receipt of a wage of at least R850 per month, in the Magisterial Districts of Alberton, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Delmas, The Cape, Durban, Germiston, Goodwood, Heidelberg (Tvl), Inanda, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Kuils River, Nigel, Oberholzer, Odendaalsrus, East London, Paarl, Pietermaritzburg, Pinetown, Port Eli-

- (i) 30 in 'n week van Maandag tot en met Saterdag; en
- (ii) behoudens subparagraaf (i) hiervan, vyf op 'n dag;
- (c) in die geval van 'n sekuriteitswag en 'n wag—
 - (i) 72 in 'n week van Maandag tot en met Saterdag; en
 - (ii) behoudens subparagraaf (i) hiervan, 12 op 'n dag;
- (d) in die geval van alle ander werknemers wat ses dae per week werk—
 - (i) 46 in 'n week van Maandag tot en met Saterdag; en
 - (ii) behoudens subparagraaf (1) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigen van die ander dae tot agt en 'n half verleng kan word;
- (e) in die geval van alle ander werknemers wat vyf dae per week werk—
 - (i) 46 in 'n week van Maandag tot en met Vrydag; en
 - (ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart op 'n dag.

(2) *Etenspouses.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat die tydperk van vyf uur tot hoogstens ses uur verleng mag word vir die doel om die laai of aflaai van 'n voertuig te voltooi, en met dien verstande voorts dat—

- (a) 'n werkgever met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgever die Afdelingsinspekteur, Departement van Mannekragbenutting, vir sy gebied, skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;
- (b) werktydperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudsbepaling (a) of (e) van toepassing is, geag word aaneenlopend te wees;
- (c) as sodanige pouse langer as een uur is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;
- (d) slegs een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;
- (e) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgever vereis word om op enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word;
- (f) 'n drywer 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.

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

(4) *Werkure moet agtereenvolgend wees.*—Behoudens subklousule (2), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

(5) *Beperking van oortydwerk.*—'n Werkgever 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 'n deeltydse werknemer, ses uur in 'n week;
- (c) in die geval van 'n sekuriteitswag, 'n wag of 'n werknemer wat uitsluitlik of hoofsaaklik met die aflewering van goedere te doen het, 12 uur in 'n week;
- (d) in die geval van 'n ander werknemer, 10 uur in 'n week.

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

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

(7) *Voorbehoudsbepalings.*—

- (a) Hierdie klousule 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 ontvang van minstens R850 per maand in die landdrosdistrikte Alberton, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Delmas, Die Kaap, Durban, Germiston, Goodwood, Heidelberg (Tvl), Inanda, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Odendaalsrus, Oos-Londen, Paarl, Pietermaritzburg, Pinetown, Port Elizabeth, Potchef-

zabeth, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstown, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Virginia, Welkom, Westonaria, Wonderboom, Wynberg and the Municipal Area of Witbank; and at least R775 per month in the Magisterial District of Highveld Ridge and the Municipal Areas of Bethlehem, Harrismith, Kroonstad, Ladysmith, Middelburg (Tvl), Newcastle, Pietersburg and Rustenburg.

- (b) Subclauses (2), (3), (4) and (5) shall not apply to an employee while he is engaged in emergency work.
- (c) Subclause (3) shall not apply to a driver of a motor vehicle, a general worker who accompanies such driver or a general worker who loads or unloads coal or wood.
- (d) Subclauses (2) and (3) shall not apply to a security guard and a watchman.

6. ANNUAL LEAVE

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

- (a) in the case of a compound manager, a security guard or a watchman, 28 consecutive days' leave;
- (b) in the case of every other employee, 21 consecutive days' leave; and the employer 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 four 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 three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced.

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

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

(aa) sick leave granted in terms of clause 7 or any period of absence from work owing to incapacity under the circumstances set out in clause 7 (5) (a) or (b), amounting in the aggregate in any period of 12 months to not more than 10 weeks;

(ab) any period in which an employee has given notice of termination of service in terms of clause 11; and

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

- (iii) if New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Vow or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;
- (iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 12 months of employment to which the period of leave relates.

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

- (i) that the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates; and
- (ii) that the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request at least until after the expiration of the period of leave.

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

(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 ter-

mination, be paid 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.

- (b) Subklousules (2), (3), (4) en (5) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.
- (c) Subklousule (3) is nie op 'n drywer van 'n motorvoertuig, 'n algemene werker wat sodanige drywer vergesel of 'n algemene werker wat steenkool of hout laai of aflaai van toepassing nie.
- (d) Subklousules (2) en (3) is nie op 'n sekuriteitswag en 'n wag van toepassing nie.

6. JAARLIKSE VERLOF

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

- (a) in die geval van 'n kampongbestuuder, 'n sekuriteitswag of 'n wag, 28 agtereenvolgende dae;
- (b) in die geval van enige ander werknemer, 21 agtereenvolgende dae;

en moet hy sodanige werknemer ten opsigte van sodanige verlof die volgende betaal:

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

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

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

(aa) siekteverlof wat ingevolge klousule 7 toegestaan is of met afwesigheid van werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b) van altesaam hoogstens 10 weke in enige tydperk van 12 maande;

(ab) enige tydperk waarin 'n werknemer kennis van diensopsegging ingevolge klousule 11 uitdien; of

(ac) militêre opleiding of diens ondergaan ingevolge die Verdedigingswet, 1957;

tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem;

- (iii) as Nuwejaarsdag, Goie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;
- (iv) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

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

- (i) sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en
- (ii) die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.

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

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

(5) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van so 'n termyn opgeloopt het, moet daar by sodanige

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

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 11 (4), an employee—

- (i) who leaves his employment without having given and served the period of notice prescribed in clause 11, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient; or
- (iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice; shall not be entitled to any payment by virtue of this subclause.

(6) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (3), and whose employment terminates before such leave has been granted and taken, shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to and taken by 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 or an employee, in terms of clause 11, pays an employee or employer, as the case may be, in lieu of notice;
- (b) any period during which an employee is absent—
 - (i) on leave in terms of this clause;
 - (ii) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b);
 - (iii) on the instructions or at the request of his employer; amounting in the aggregate in any period of 12 months to not more than 10 weeks; and
- (c) any period during which an employee is absent undergoing military training or service under the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service,

and employment shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Determination 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 the coming into force of this Determination and to whom any law providing for annual leave applied but who had not yet 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 of coming into force of this Determination, whichever is the later.

7. SICK LEAVE

(1) Subject to the provisions of 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 every 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) 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

diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diens-termyn 'n bedrag betaal word minstens—

- (a) in die geval van 'n werknemer in subklousule (1) (a) bedoel, een derde van die weekloon; en
- (b) in die geval van 'n werknemer in subklousule (1) (b) bedoel, een vierde 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 11 (4), 'n werknemer—

- (i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 11 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of
- (ii) wat sy diens sonder 'n regsgeldige rede verlaat; of
- (iii) wat sonder kennisgewing deur sy werkgewer ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is;

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

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

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

- (a) enige tydperk ten opsigte waarvan 'n werkgewer of 'n werknemer ingevolge klousule 11, 'n werknemer of 'n werkgewer, na gelang van die geval, betaal in plaas van kennis te gee;
- (b) enige tydperk wat 'n werknemer afwesig is—
 - (i) met verlof ingevolge hierdie klousule;
 - (ii) met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b);
 - (iii) op las of versoek van sy werkgewer; en wel tot 'n totaal, in enige tydperk van 12 maande van hoogstens 10 weke; en
- (c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings- of dienstydperk 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 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.

7. SIEKTEVERLOF

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

- (a) in die geval van 'n werknemer wat normaalweg vyf dae per week werk, altesaam minstens 20 werkdae; en
- (b) in die geval van enige ander werknemer, altesaam minstens 24 werkdae;

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

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

due in respect of absence owing to incapacity in terms of this clause;

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

- (a) for more than three consecutive work days; or
- (b) on the work day immediately preceding or the work day immediately succeeding a Sunday or New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Vow or Christmas Day; or
- (c) on the work day immediately succeeding the Monday after New Year's Day, Republic Day, the Day of the Vow or Christmas Day, whenever these holidays fall on a Sunday;

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

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

(4) 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;
 - (bb) on the instructions or at the request of his employer;
 - (cc) on sick leave in terms of subclause (1);
 - amounting in the aggregate, in any period of 12 months, to not more than 10 weeks; and
 - (ii) any period during which an employee is absent undergoing military training or service under the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service;

and any period of employment which an employee has had with the same employer immediately before the date of the coming into force of this Determination 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.

(5) This clause shall not apply—

- (a) to an employee at whose written request his employer pays contributions at least equal to those which the employee himself contributes, to a fund or organisation appointed by the employee and which guarantees the employee that, in the event of his incapacity in the circumstances set out in this clause, in the aggregate not less than the equivalent of his wage will be paid for any period of sick leave in terms of subclause (1);
- (b) in respect of a period of an employee's incapacity if any other law requires an employer to pay the employee not less than his full wage.

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 Vow 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 Vow 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.

afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is.

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

- (a) vir langer as drie agtereenvolgende werkdag; of
- (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag, of
- (c) op die werkdag onmiddellik na die Maandag wat volg op Nuwejaarsdag, Republiekdag, Geloftedag of Kersdag, telkens wanneer hierdie vakansiedae op 'n Sondag val;

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

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

(4) 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 tydperk van 12 maande altesaam hoogstens 10 weke beloop; en
 - (ii) enige tydperk wat 'n werknemer van sy werk afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige, opleidings- of dienstydsperk as diens te eis nie;

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

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

(5) Hierdie klousule is nie van toepassing nie—

- (a) op 'n werknemer op wie se skriftelike versoek sy 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 aan die werknemer waarborg dat, ingeval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir enige tydperk van siekteverlof ingevolge subklousule (1) betaal sal word;
- (b) ten opsigte van 'n tydperk van 'n werknemer se ongeskiktheid indien daar by 'n ander wet van 'n werkgewer vereis word om die werknemer minstens sy volle loon te betaal.

8. OPENBARE VAKANSIEDAE EN SONDAG

(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 die bepaling van 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) 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 him 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 (7) (a);
 - (b) a casual employee.

9. PROHIBITION ON EMPLOYMENT

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

10. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

- (a) 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.
- (b) An employer shall provide free of charge to his employee who is engaged in lifting, loading, unloading or carrying bags of coal or firewood, suitable material as a protection for his head, neck and shoulders.

11. 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—

- (aa) in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;
 - (ab) in the case of one week's notice, the weekly wage which the employee is receiving at the time of such termination:
- Provided that this shall not affect—
- (i) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;
 - (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
 - (iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts:

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

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

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

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

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

- (a) die werknemer—
 - (i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;
 - (ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen minstens twee maal sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of minstens twee maal sy dagloon betaal, en wel die bedrag wat die grootste is; of
- (b) hom ten 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) Subklousule (2) en (3) is nie van toepassing nie—
 - (a) op 'n werknemer wat ingevolge klousule 5 (7) (a) van die werkurebepalings uitgesluit is;
 - (b) op 'n los werknemer.

9. VERBOD OP INDIENSNEMING

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

10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

- (a) 'n Werkgever 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 werkgever.
- (b) 'n Werkgever moet 'n werknemer wat sakke steenkool of brandhout moet optel, laai, aflaai of dra, gratis voorsien van geskikte materiaal om kop, nek en skouers te beskerm.

11. BEÏNDIGING VAN DIENSKONTRAK

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

- (a) gedurende die eerste vier weke diens, minstens een werkdag;
 - (b) na die eerste vier weke diens, minstens een week;
- vooraf kennis van die beëindiging van die kontrak gee of 'n werkgever of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgever, na gelang van die geval, te betaal—
- (aa) in die geval van een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
 - (ab) in die geval van een week kennisgewing, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang:

Met dien verstande dat—

- (i) die reg van 'n werkgever of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;
 - (ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskrif word;
 - (iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros;
- nie hierdeur geraak word nie: Voorts met dien verstande dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd en die werkgever hom betaal in plaas van kennis te gee, die uitdrukking „ten tyde van sodanige beëindiging ontvang” geag word te beteken „ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie”.

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

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

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

- (ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b), amounting in the aggregate in any period of 12 months to not more than 10 weeks.

(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 provision 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 when an employer has thus appropriated to himself an amount in lieu of notice the employee shall, for the purpose of clause 6 (5), be deemed to have paid the employer in lieu of notice.

12. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the ground of desertion or where the employee is a casual employee, the employer shall upon termination of any contract of employment furnish the employee with a certificate of service substantially in the following form, showing the full names of the employer and of the employee, the class of the employee, the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination:

CERTIFICATE OF SERVICE

I/We (a)
carrying on business in the Coal Trade at
.....
hereby certify that
was employed by me/us (a) from the day
of 19..... to the day
of 19..... as (b)
At the termination of employment his/her (a) wage was R.....
per week.

(Signature of employer or
authorised representative)

Date.....

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

13. LOG-BOOK

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

DAILY LOG

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

Names of other employees who accompanied driver on motor vehicle.....

(Signature of driver)

Date.....

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

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

- (ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof toegestaan ingevolge klousule 7 of weens ongeskiktheid in die omstandighede in klousule 7 (5) (a) of (b) uiteengesit van altesaam hoogstens 10 weke in enige tydperk van 12 maande kennis gegee mag word nie.

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

12. DIENSSERTIFIKAAT

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

DIENSSERTIFIKAAT

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

(Handtekening van werkgever
of gemagtigde verteenwoordiger)

Datum.....

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

13. LOGBOEK

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

DAAGLIKSE LOG

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

Name van ander werknemers wat drywer op motorvoertuig vergesel het

(Handtekening van drywer)

Datum.....

(2) Elke drywer van 'n motorvoertuig moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse log in duplo hou en binne 24 uur na voltooiing van die werk waarop dit betrekking het, 'n kopie daarvan by sy werknemer indien.

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

(NOTE.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 342, published under Government Notice R.656 of 21 April 1972, as amended by Government Notice R.235 of 18 February 1977.)

R.1190]

[5 June 1981

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941

COAL TRADE, CERTAIN AREAS

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Wage Determination for the Coal Trade, Certain Areas, published under Government Notice R.1189 of 5 June 1981, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA,
Minister of Manpower Utilisation

(KENNISGEWING.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 342, gepubliseer by Goewermementskennisgewing R.656 van 21 April 1972, soos gewysig by Goewermementskennisgewing R.235 van 18 Februarie 1977.)

R.1190]

[5 Junie 1981.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

STEENKOOLBEDRYF, SEKERE GEBIEDE

Ek, STEPHANUS PETRUS BOTHA, Minister van Manekragbenutting, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Loonvasstelling vir die Steenkoalbedryf, Sekere Gebiede gepubliseer by Goewermementskennisgewing R.1189 van 5 Junie 1981, oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA,
Minister van Manekragbenutting

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