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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 1689

14 Augustus 1981

LOONWET, 1957

**LOONVASSTELLING 415.—PADPASSASIERS-
VERVOERBEDRYF, SEKERE GEBIEDE**

In opdrag van die Minister van Mannekrag, 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 Padpassasierversvoerbedryf, 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 al die werkgewers in die Padpassasierversvoerbedryf, soos omskryf in subklousule (2), en op al hul werknemers, uitgesonderd bestuurders, in die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Hoëveldrif, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Vanderbijlpark, Vereeniging, Westonaria, Witbank en Wonderboom.

(2) "Padpassasierversvoerbedryf" beteken die Bedryf waarin werkgewers (uitgesonderd werkgewers wat uitsluitlik skoolkinders tussen hul verblyfplek en die skool wat hulle bywoon, vervoer) en werknemers met mekaar geassosieer is met die doel om op enige openbare pad vir beloning enige persoon te vervoer deur middel van 'n kragaangetrewe voertuig (behalwe 'n voertuig in besit van en beheer deur die Suid-Afrikaanse Spoorweg- en Hawensadministrasie of enige plaaslike owerheid) bedoel om meer as sewe persone, met inbegrip van die drywer van die voertuig, gelyktydig te vervoer, en dit omvat alle werksaamhede wat daarmee gepaard gaan of daaruit voortspruit.

2. WOORDOMSKRYWING

Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie Vasstelling gebesig word 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 die klas te wees waar hy uitsluitlik of hoofsaaklik in diens is; voorts, tensy onbestaanbaar met die sinsverband, beteken—

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

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 1689

14 August 1981

WAGE ACT, 1957

**WAGE DETERMINATION 415.—ROAD PASSENGER
TRANSPORTATION TRADE, CERTAIN AREAS**

By direction of the Minister of Manpower, 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 Road Passenger Transportation 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 DETERMINATION

(1) This Determination shall apply to all the employers in the Road Passenger Transportation Trade as defined in subclause (2) and to all their employees, other than managers, in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Highveld Ridge, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Springs, Vanderbijlpark, Vereeniging, Westonaria, Witbank and Wonderboom.

(2) "Road Passenger Transportation Trade" means the Trade in which employers (other than employers exclusively conveying school-children between their places of residence and the schools they attend) and employees are associated for the purpose of conveying for reward on any public road any person by means of a power-driven vehicle (other than a vehicle in the possession of and controlled by the South African Railways and Harbours Administration or a local authority) intended to carry more than seven persons simultaneously, including the driver of the vehicle, and includes all operations incidental thereto or consequent thereon.

2. DEFINITIONS

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

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

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Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951; of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet;

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

(3) "assistent-magasyntman" 'n werknemer wat, onder die toesig van 'n magasyntman, een of meer van die pligte van 'n magasyntman verrig;

(4) "bus" 'n selfaangedrewe voertuig bedoel om meer as sewe persone, met inbegrip van die drywer van die voertuig, gelyktydig te vervoer;

(5) "busdrywer" 'n werknemer wat 'n bus dryf;

(6) "busdrywer-kondukteur" 'n werknemer wat 'n bus dryf en wat daarbenewens die werk van 'n kondukteur doen;

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

(8) "onderbaas" 'n werknemer wat onder toesig in beheer staan van 'n groep algemene werkers;

(9) "chauffeur" 'n werknemer wat 'n motorvoertuig dryf wat bedoel is om hoogstens sewe persone, met inbegrip van die drywer van die voertuig, gelyktydig te vervoer en wat gebruik word vir die vervoer van sy werkgever of van personeel, klante of besoekers en waarmee ook dokumente of pakkette vervoer mag word;

(10) "nasiener/reëlaar" 'n werknemer wat by vertrekpunte of tussenpunte op 'n roete die geleibrief nasien of van die getal passasiers aan boord of die aankoms- of vertrektyd van busse 'n register hou;

(11) "klerk" 'n werknemer, uitgesonderd 'n opskrywer, wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, magasyntman, 'n radio-interkombediener, 'n telefoonskakelebordoperateur en 'n werknemer wat buskaartjies of kaartjie-uitreikmasjiene aan busdrywers, deeltydse busdrywers, busdrywer-kondukteurs, kondukteurs of voorverkopers uitreik, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk;

(12) "kondukteur" 'n werknemer wat op 'n bus die reisgeld invorder en die nodige aantekeninge in verband met die ingevorderde reisgeld of die ritte wat onderneem is, mag hou;

(13) "dag" die tydperk van 24 uur vanaf middernag tot middernag: Met dien verstande dat in die geval van vervoerpersoneel, dit 'n tydperk beteken van 24 agtereenvolgende ure, bereken vanaf die tydstop waarop die werknemer met sy werk begin;

(14) "afsender" 'n werknemer wat by die vertrekpunte toesien dat die busse volgens rooster vertrek;

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

(16) "diensbusdrywer" 'n werknemer wat 'n bus dryf waarmee werknemers van 'n bedryfsinrigting na en van hul werk vervoer word;

(17) "noodwerk" alle werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, gewelddaad, diefstal of die onklaar-raking van busse of masjinerie sonder versuim gedoen moet word en alle werk wat ten gevolge van 'n ontwrigting van die spoordienste of 'n vertraging van treine van die Suid-Afrikaanse Spoorweë en Hawens gedoen moet word;

(18) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Padpassasiersvervoerbedryf in diens is;

(19) "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;

(b) 'n opskrywer of 'n herstelwinklassistent, die totale tydperk of tydperke wat 'n werknemer as 'n opskrywer of 'n herstelwinklassistent in die Padpassasiersvervoerbedryf werksaam was;

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

(21) "algemene werker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) 'n Ambagsman help deur artikels of gereedskap vas te hou of andersins saam met hom te werk sonder om selfstandig gereedskap te gebruik;

(b) enige artikel, voertuig of houer dra, lig, trek, stoot, sleep, pak, opstapel, rol, verskuif, laai of aflaai sonder om van kraguitrusting gebruik te maak;

(c) busse of voertuie skoonmaak of was;

(d) persele, houters, meubels, masjinerie, gereedskap, gerei of ander artikels skoonmaak of was;

Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

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

(3) "assistant storeman" means an employee who, under the supervision of a storeman, performs one or more of the duties of a storeman;

(4) "bus" means a self-propelled vehicle intended to carry more than seven persons simultaneously, including the driver of the vehicle;

(5) "bus driver" means an employee who is engaged in driving a bus;

(6) "bus driver-conductor" means an employee who is engaged in driving a bus and who in addition does the work of a conductor;

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

(8) "chargehand" means an employee who, under supervision, is in charge of a group of general workers;

(9) "chauffeur" means an employee who is engaged in driving a motor vehicle which is intended to carry not more than seven persons simultaneously, including the driver of the vehicle, and which is used for the conveyance of this employer or of staff, clients or visitors and which may be used for the conveyance of documents or parcels;

(10) "checker/regulator" means an employee who, at termini or at intermediate points along a route, checks the waybill or keeps a register of the number of passengers on board or the times of arrival and departure of buses;

(11) "clerk" means an employee, other than a recorder, who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, storeman, a radio intercom operator, a telephone switchboard operator and an employee who issues bus tickets or ticket issuing machines to bus drivers, part-time bus drivers, bus driver-conductors, conductors or pre-sellers, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a part of such employee's work;

(12) "conductor" means an employee who is engaged in collecting fares on a bus and who may keep the necessary records of the fares collected or the trips undertaken;

(13) "day" means the period of 24 hours from midnight to midnight: Provided that in the case of transport personnel it shall mean a period of 24 consecutive hours calculated from the time the employee commences work;

(14) "despatcher" means an employee who ensures, at the starting points, that buses leave on schedule;

(15) "driver" means an employee who is engaged in driving a motor vehicle, excluding a bus and a duty-bus, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving, 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;

(16) "duty-bus driver" means an employee who is engaged in driving a bus conveying employees of an establishment to and from their work;

(17) "emergency work" means any work which owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or the breakdown of buses or machinery, must be done without delay and any work which must be done as a result of a dislocation of the train services or the late running of trains of the South African Railways and Harbours;

(18) "establishment" means any premises in or in connection with which one or more employees are employed in the Road Passenger Transportation Trade;

(19) "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;

(b) a recorder or a repair-shop assistant, the total period or periods of employment which an employee has had as a recorder or a repair-shop assistant in the Road Passenger Transportation Trade;

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

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

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

(b) carrying, lifting, pulling, pushing, hauling, packing, stacking, rolling, moving, loading or off-loading any article, vehicle or container, other than by the use of power equipment;

(c) cleaning or washing buses or vehicles;

(d) cleaning or washing premises, containers, furniture, machinery, tools, utensils or other articles;

(e) goedere, briewe, boodskappe of pakkette te voet of deur middel van 'n nie-kragaangetrewe voertuig aflewer of afhaal;

(f) tuinmaak;

(g) klip, grond, klei, sand of ander grondstowwe losmaak, uitgrawe, breek of strooi, of slotte, gate of fondamente grawe of opvul;

(h) tee of dergelike drank maak of dit bedien aan werknemers, sy werk-gewer of besoekers;

(i) asfalt met sand, gruis, klei of gebreke klip met die hand meng, of gemengde asfalt met 'n skopgraaf, hark, vork, kruiwa of 'n kan spreid;

(j) vloere of meubels met die hand of 'n masjien poleer;

(k) afval of as verwyder;

(22) "werknemer, graad A," 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Die olie of water van busse of motorvoertuie nasien of byvul;

(b) bande aan busse of motorvoertuie vir gebreke nasien of die lugdruk daarvan kontroleer;

(c) batterye vul, vervang, konnekteer of diskonnekteer;

(d) groewe in gebruikte bande maak;

(e) busse of motorvoertuie olie of smeer of die olie vervang en daarvan aantekening hou;

(f) 'n afrolmasjien bedien;

(g) 'n stoomspuit bedien;

(h) busse of motorvoertuie deur middel van 'n domkrag of 'n hystoestel oplaag of neerlaat;

(i) wiele of bande afhaal of aansit;

(j) lekke heelmaak;

(k) kleppe vervang of bande oppomp;

(l) busse of motorvoertuie van brandstof voorsien en daarvan aantekening hou;

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

(24) "werkure" ook—

(a) alle tydperke waarin 'n werknemer verplig is om op sy pos te bly in gereedheid om met sy werk te begin of voort te gaan;

(b) alle tyd wat die drywer van 'n bus, diensbus of motorvoertuig aan werk in verband met die voertuig of sy vrag bestee;

maar omvat dit geen etenspouse in kousule 5 voorgeskryf of enige tydperke ten opsigte waarvan aan die werknemer 'n onderhoudstoelae ingevolge kousule 3 (5) betaalbaar is, indien die werknemer gedurende sodanige pouse of tydperk geen ander werk verrig as om in beheer van die voertuig te bly nie;

(25) "inspekteur" 'n werknemer wat die werk van 'n busdrywer, 'n deeltydse busdrywer, 'n busdrywer-kondukteur, 'n kondukteur of 'n kaartjiesonderoeker inspekteer en verslag daaroor aan sy werkgever doen;

(26) "inspekteursassistent" 'n werknemer wat onder regstreekse toesig van 'n inspekteur, sodanige inspekteur in die uitvoering van sy pligte bystaan;

(27) "wet" ook die gemene reg;

(28) "leerlingbusdrywer" 'n werknemer wat as busdrywer opgelei word en wat onder toesig en mits geen passasiers behalwe leerlingbusdrywers aan boord is nie, 'n bus mag dryf;

(29) "plaaslike owerheid" 'n stadsraad, dorpsraad, munisipale raad, dorpsbestuursraad, plaaslike raad, plaaslike gebiedsraad of 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 omvat dit 'n administrasieraad wat in die lewe geroep is ingevolge artikel 2 van die Wet op die Administrasie van Swart Sake, 1971 (Wet 45 van 1971);

(30) "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;

(31) "voorhaker" 'n motorvoertuig ontwerp of aangepas om ander voertuie te trek en nie om enige vrag te dra nie behalwe in die vorm van 'n sleepwa, leunwa of ballas wat daarop rus; en sluit dit nie 'n trekker in nie;

(32) "motorvoertuig" 'n selfgedrewe voertuig, uitgesonderd 'n bus of diensbus, wat gebruik word vir die vervoer van goedere, en omvat dit ook 'n voorhaker, motorfiets, motordriewiel en 'n trekker;

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

(f) gardening work;

(g) loosening, excavating, breaking or spreading stone, soil, clay, sand or other raw materials or digging or filling trenches, holes or foundations;

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

(i) mixing asphalt with sand, gravel, clay or crushed stone by hand or spreading mixed asphalt by means of a shovel, rake, fork, wheelbarrow or can;

(j) polishing floors or furniture by hand or machine;

(k) removing refuse or ash;

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

(a) Checking or topping up the oil or water in buses or motor vehicles;

(b) examining tyres on buses or motor vehicles for defects or controlling their air pressure;

(c) filling, replacing, connecting or disconnecting batteries;

(d) grooving used tyres;

(e) oiling or greasing buses or motor vehicles or changing the oil and keeping a record thereof;

(f) operating a duplicating machine;

(g) operating a steam-spraying apparatus;

(h) raising or lowering buses or motor vehicles by means of a jack or hoist;

(i) removing or fitting wheels or tyres;

(j) repairing punctures;

(k) replacing valves or pumping tyres;

(l) supplying fuel to buses or motor vehicles and keeping a record thereof;

(23) "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than buses or motor vehicles, and who may effect minor repairs or renovations to buildings or furniture but who does not do work normally performed by an artisan;

(24) "hours of work" includes—

(a) all periods during which an employee is obliged to remain at this post in readiness to commence or proceed with his work;

(b) all time spent by the driver of a bus, duty-bus or motor vehicle on work connected with the vehicle or its load;

but does not include any meal interval prescribed in clause 5 or any period for which a subsistence allowance is payable to an employee in terms of clause 3 (5), if during such interval or period the employee does no work other than remaining in charge of the vehicle;

(25) "inspector" means an employee who is engaged in inspecting the work of a bus driver, a part-time bus driver, a bus driver-conductor, a conductor or ticket examiner and reporting thereon to his employer;

(26) "inspector's assistant" means an employee who, under the direct supervision of an inspector, assists such inspector in the performance of his duties;

(27) "law" includes the common law;

(28) "learner bus driver" means an employee who is being trained as a bus driver and who may, under supervision and provided there are no passengers other than learner bus drivers on board, drive a bus;

(29) "local authority" means a city council, town council, municipal council, village council, village management board, local 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 includes an administration board established in terms of section 2 of the Black Affairs Administration Act, 1971 (Act 45 of 1971);

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

(a) supervision over,

(b) responsibility for, and

(c) direction of,

the activities of an establishment and the employees engaged therein;

(31) "mechanical horse" means a motor vehicle designed or adapted to pull other vehicles and not to carry a load other than in the form of a trailer, semi-trailer or ballast resting on it, and does not include a tractor;

(32) "motor vehicle" means any self-propelled vehicle other than a bus or duty-bus used for conveying goods and includes a mechanical horse, motor cycle, motor tricycle and a tractor;

(33) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgewer werk en wat langer is as die onderskeie gewone werkure in klousule 5 (1) vir sodanige werknemer voorgeskryf;

(34) "deeltydse busdrywer" 'n werknemer wat in die reël ander werk doen as om 'n bus te dryf maar wat op meer as twee dae in 'n week 'n bus vir altesaam hoogstens drie uur op enige sodanige dag dryf;

(35) "voorverkoper" 'n werknemer wat reiskaartjies aan voornemende passasiers verkoop voordat hulle op die bus klim;

(36) "tou-opsigter" 'n werknemer wat by opklimpekke die ordelike vorming en vlot voortbeweging van toue voornemende passasiers reël;

(37) "radio-interkombediener" 'n werknemer wat boodskappe deur middel van 'n radio-interkommunikasieselsel deursend of ontvang en 'n register van sodanige boodskappe kan hou;

(38) "opskrywer" 'n werknemer wat uitsluitend een of meer van ondergemelde werksaamhede in verband met busse verrig:

(a) In kantooregisters of op geleibriewe die besonderhede aangaande uitgereikte kaartjies opteken;

(b) regstreeks van die geleibriewe af die syfers aangaande kilometer en ritte afgeleë, passasiers vervoer, bedrae ingevorder aan reisegeld of aan die verkoop of uitreiking van kaartjies opteken of af- of oorskryf;

(c) die syfers aangaande olie- of brandstofverbruik opteken of af- of oorskryf;

(d) die syfers wat aldus regstreeks van die geleibriewe verkry is of die syfers aangaande olie- en brandstofverbruik nasien, optel, tabelleer of opsom;

(e) dokumente aangaande enige van die werksaamhede in (a), (b), (c) of (d) hiervan vermeld, sorteer;

(39) "herstelwinkelassistent" 'n werknemer wat onder toesig van 'n ambagsman een of meer van die volgende werksaamhede in verband met busse of motorvoertuie verrig: Met dien verstande dat die verrigting van enige van die werksaamhede in hierdie woordskrywing vermeld, nie so uitgelê mag word dat dit die verrigting van vakmanswerk wat met sodanige werksaamhede in verband staan, toelaat nie:

(a) Beskermklae aanbring op enjins, samestellende dele, bybehore, vloermatte, sitplekoppervlakke, bagasiebakke of kantskopplate;

(b) wile balanseer met enige masjien wat bedoel is om wile los van die voertuig af te balanseer;

(c) die volgende nagaan en indien nodig, regstel:

Smookklep, enjinkap, aansitter, versneller, verkoeler, ventileerkabels of verkoelingstelselkabels;

horlosies;

rigtingaanwysers;

deur- en vensterhandvatsels;

deure, deurrubbers, slotte en sleutels;

elektriese verbindinge vir stewigheid;

generator- en alternatorbande vir korrekte spanning;

slangverbindinge vir stewigheid;

ruitveërs en -wassers;

(d) nagaan en oor defekte by 'n ambagsman verslag doen t.o.v.—

horlosies;

rigtingaanwysers;

deur- en vensterhandvatsels;

deure, slotte en sleutels;

elektriese verbruikspunte;

verstellers van voorste sitplekke;

ruitveërs en -wassers;

(e) gate volgens patrone boor;

(f) waaiërbande aanbring en stel waar geen meettoestelle of -instrumente nodig is nie;

(g) los sitplekoortreksels aanbring waar geen verandering daaraan nodig is nie;

(h) veiligheidsgordels aanbring waar daar ankerpunte is;

(i) enige deel of eenheid verwyder;

(j) lekke in bakke met vulsel herstel en lekke in enjin, ewenaar en ratkas, deur vas te draai;

(k) die volgende vervang of installeer sonder om die finale elektriese verbindinge aan te bring:

Alternators;

bakke;

baklyswerk;

enjinkappe;

remtrommels, uitgesonderd waar die trommel en naaf 'n volledige eenheid is;

gloeilampies;

stampers;

kabels, uitgesonderd elektriese verbindinge;

kabelhefboe;

kabelskakelings;

vergassers;

kajuite;

koppelaar- en drukplate;

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

(34) "part-time bus driver" means an employee who is ordinarily engaged on duties other than driving a bus but who on more than two days in any week is engaged in driving a bus for not more than three hours in the aggregate of any such day;

(35) "pre-seller" means an employee who sells tickets to intending passengers before they board the bus;

(36) "queue marshaller" means an employee who, at boarding points, arranges the orderly forming and smooth forward movement of queues of intending passengers;

(37) "radio intercom operator" means an employee who is engaged in relaying or receiving messages by means of a radio intercommunication system and who may keep a record of such messages;

(38) "recorder" means an employee who is exclusively engaged in any one or more of the following activities in connection with buses:

(a) Recording on office records or waybills particulars of tickets issued;

(b) recording, copying or transcribing figures relating to kilometres covered, trips operated, passengers carried, revenue from fares or ticket sales or issues directly from waybills;

(c) recording, copying or transcribing figures relating to oil or fuel consumption;

(d) checking, totalling, tabulating or summarising such figures obtained direct from waybills or figures relating to oil or fuel consumption;

(e) sorting documents relating to any of the activities referred to in (a), (b), (c) or (d) hereof;

(39) "repair shop assistant" means an employee who, under the supervision of an artisan, is engaged in any one or more of the following operations in connection with motor vehicles: Provided that the performance of any of the operations referred to in this definition may not be so interpreted that it allows for the performance of skilled work in connection with such operations:

(a) Applying protective coatings to engines, components, accessories, floor mats, seat covers, boots or side kickplates;

(b) balancing wheels with any machine intended to balance wheels separately from the vehicle;

(c) checking and, if possible, repairing the following:

Choke, bonnet, starter, throttle, radiator, ventilation cables or cooling system cables, clocks, flickers, door and window handles, doors, door-seals, locks and keys, electrical connections for tightness, generators and alternator belts for correct tension, hose connection for tightness, wind-screen wipers and washers;

(d) checking and reporting to an artisan on defects in clocks, flickers, door and window handles, doors, locks and keys, electrical consumer points, front seat adjusters, wind-screen wipers and washers;

(e) drilling holes according to patterns;

(f) fitting and setting fan-belts where no measuring equipment or instruments are needed;

(g) fitting loose seat covers where no alterations to them are necessary;

(h) fitting safety belts where there are points of attachment;

(i) removing any part or unit;

(j) repairing leaks in bodies with filler and leaks in engines, differentials or gear-boxes by tightening;

(k) replacing or installing the following without doing the final electrical connections:

Alternators;

bodies;

body moulding;

bonnets;

brake drums, except where the drum and the hub are a complete unit;

light bulbs;

bumpers;

cables, except electrical connections;

cable levers;

cable hook-ups;

carburettors;

cabs;

clutch and pressure plates;

kronkelvere;
 verkoelingstelsels, uitgesonderd lugversorging;
 silinderkoppe, sonder om hulle te wring;
 deure;
 deurhandvatsels;
 dryfasse, uitgesonderd voorwielaandrywing;
 enjinsamestelsel;
 enjinmonterings;
 enjinmodderpanne;
 uitlaatstelsels;
 buikplanke;
 vloerbedekkings;
 vliegwieldeksels;
 verwyderbare brandstofpype;
 brandstofpompe, uitgesonderd inspuipompe;
 brandstoftenks;
 ratkassamestelsel;
 ratkasmonterings;
 generators;
 glas;
 gruispanne;
 roosters;
 handrelingssklampe;
 verwarmers;
 lampe;
 spuitstukke;
 modderskerm;
 oliefilters of -siwwe en die skoonmaak daarvan;
 panele (buite of binne) of los toebehore, uitgesonderd waar gesweis;
 dryfasse;
 verkoelers;
 verkoelerproppe;
 radio's en bandopnemers, maar nie die finale elektriese verbinding daarvan nie;
 treeplanke;
 agterbakligte;
 sitplekke;
 voorste en agterste bladvere;
 aanslagplate;
 oliebakmoere en -boute;
 skerm;
 klepdeksels;
 waterslange;
 vensterrame;
 handruitslingers;

(l) agterasomhulselsamestelsel (sonder die gebruik van handgereedskap) weer in posisie plaas en met die hand vasdraai;

(m) horlosies volgens korrekte tyd stel;

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

(a) Persone deursoek;

(b) oor 'n wag of wagte toesig hou of beheer uitoefen;

(c) beheer uitoefen of verslag doen oor die beweging van persone of voertuie deur kontrolepunte of hekke;

en van wie vereis mag word om enige of al die werksaamhede voorgeskryf vir 'n wag te verrig;

(41) "senior inspekteur" 'n werknemer wat die werk van 'n inspekteur inspekteur en wat die werk van 'n busdrywer, 'n deeltydse busdrywer, 'n busdrywer-kondukteur, 'n kondukteur, 'n kaartjiesondersoeker of 'n nasienersreelaar kan inspekteur en daarvoor aan sy werkgever verslag kan doen;

(42) "korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n slappe in die bedryf, 'n onklaarraking van installasie, masjinerie, 'n bus of busse, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word;

(43) "rangeerdrywer" 'n werknemer, uitgesonderd 'n leerlingbusdrywer, wat busse parkeer en vir dié doel 'n bus mag dryf mits geen passasiers aan boord is nie;

(44) "spesiale rit" 'n rit wat onderneem word oor 'n ander roete as dié wat in die rooster van die bedryfsinrigting voorkom en wat meebring dat 'n werknemer 'n langer tydperk as 10 agtereenvolgende ure van sodanige bedryfsinrigting afwesig is;

(45) "werkdagindeling" die tydperk op enige dag vanaf die tydstop waarop 'n werknemer begin werk tot die tydstop waarop hy daardie dag ophou werk;

(46) "magasynman" 'n werknemer wat beheer het oor voorrade inkomende goedere en wat daarvoor verantwoordelik is om goedere in 'n magasyn te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n magasyn aan die verbruiksafdelings in 'n bedryfsinrigting te lewer;

(47) "kaartjiesondersoeker" 'n werknemer wat by opklimpekke die kaartjies van passasiers ondersoek of knip voordat hulle op 'n bus klim;

(48) "trekker" 'n motorvoertuig, uitgesonderd 'n voorhaker, wat ontwerp of aangepas is hoofsaaklik om ander voertuie te trek en nie om vrag te dra nie;

coil springs;
 cooling systems, except air-conditioning;
 cylinder heads, without twisting them;
 doors;
 door handles;
 driving shafts, except front-wheel drive;
 engine assemblies;
 engine mountings;
 engine mud pans;
 exhaust systems;
 bottom-planks;
 floor coverings;
 fly-wheel covers;
 removable fuel pipes;
 fuel pumps, excluding injection pumps;
 fuel tanks;
 gear-box assemblies;
 gear-box mountings;
 generators;
 glass;
 gravel pans;
 grids;
 handrail clamps;
 heaters;
 lamps;
 manifolds;
 mudguards;
 oil;
 filters or sieves and the cleaning thereof;
 panels (inside and outside) or loose accessories, except when welded;
 driving shafts;
 radiators;
 radiator plugs;
 radios and recorders, but not the final wiring thereof;
 running boards;
 rear body lights;
 seats;
 front and rear leaf springs;
 striker plates;
 oil-pan nuts and bolts;
 shields;
 tappet covers;
 water-hoses;
 window frames;
 hand window winders;

(1) placing rear-axle housing assemblies in position (without the use of hand tools) and tightening them by hand;

(m) settings clocks to the right time;

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

(a) Searching persons;

(b) supervising or controlling a watchman or watchmen;

(c) controlling or reporting on the movement of persons or vehicles through check-points or gates;

and who may be required to perform any or all of the activities prescribed for a watchman;

(41) "senior inspector" means an employee who is engaged in inspecting the work of an inspector, and who may inspect the work of a bus driver, a part-time bus driver, a bus driver-conductor, a conductor, a ticket examiner or a checker/regulator and reporting thereon to his employer;

(42) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, a breakdown of plant, machinery, a bus or buses, or a breakdown or threatened breakdown of buildings;

(43) "shunting driver" means an employee, excluding a learner bus driver, who parks buses and for that purpose may drive a bus provided there are no passengers on board;

(44) "special trip" means a trip undertaken over a route other than that appearing in the time-table of an establishment and which entails the employee's absence from such establishment for a period exceeding 10 consecutive hours;

(45) "spreadover" means the period in any day from the time an employee commences work until he ceases work for that day;

(46) "storeman" means an employee who is in charge of stocks of incoming goods and who is responsible for receiving, storing, packing or unpacking goods in a store or delivering goods from a store to the consuming departments in an establishment;

(47) "ticket examiner" means an employee who at boarding points examines or clips the tickets of passengers before they board a bus;

(48) "tractor" means a motor vehicle other than a mechanical horse designed or adapted mainly to pull other vehicles and not to carry any load;

(49) "sleepwa" 'n voertuig wat nie selfgedrewe is nie maar ontwerp of aangepas is om deur 'n motorvoertuig getrek te word, en omvat dit 'n leunwa;

(50) "vervoerpersoneel" 'n ambagsman, assistent-voorman, assistent-magasyman, busdrywer, busdrywer-kondukteur, onderbaas, chauffeur, nasiener/reëlaar, kondukteur, afsender, drywer van 'n motorvoertuig, diensbusdrywer, voorman, algemene werker, werknemer graad A, inspekteur, inspekteurassistent, manlike klerk, deeltydse busdrywer, voorverkoper, tou-opsigter, opskrywer, herstelwinkelassistent, senior inspekteur, rangeerdrywer en kaartjiesondersoeker;

(51) "loon" die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos in 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;

(52) "wag" 'n werknemer, uitgesonderd 'n sekuriteitswag, wat 'n perseel, gebou, bouwerke of eiendom (roerend of onroerend) bewaak, beskerm of patroleer en wat by die uitvoering van sy pligte honde kan gebruik.

3. BESOLDIGING

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

(a) *Werknemers, uitgesonderd los werknemers:*

(49) "trailer" means a vehicle which is not self-propelled but is designed or adapted to be pulled by a motor vehicle, and includes a semi-trailer;

(50) "transport personnel" means an artisan, assistant foreman, assistant storeman, a bus driver, bus driver-conductor, chargehand, chauffeur, checker/regulator, conductor, despatcher, driver of a motor vehicle, duty-bus driver, foreman, general worker, Grade A employee, an inspector, an inspector's assistant, a male clerk, part-time bus driver, pre-seller, queue marshaller, recorder, repairshop assistant, senior inspector, shunting driver and a ticket examiner;

(51) "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;

(52) "watchman" means an employee other than a security guard who is engaged in guarding, protecting or patrolling premises, buildings, structures or property (movable or immovable) and who may handle dogs in the performance of his duties.

3. REMUNERATION

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

(a) *Employees other than casual employees:*

	In die landdrosdistrikte Boksburg, Germiston, Johannesburg, Pretoria, Roodepoort, Springs en Wonderboom en die munisipale gebied Sandton	In die landdrosdistrikte Alberton, Benoni, Brakpan, Kempton Park, Krugersdorp, Nigel, Oberholzer, Randburg (uitgesonderd die munisipale gebied Sandton), Randfontein, Sasolburg, Vanderbijlpark, Vereeniging en Westonaria		In die landdrosdistrikte Delmas, Klerksdorp en Potchefstroom		In die landdrosdistrikte Heidelberg (Tvl), Hoëveldrif en Witbank	
		Gedurende die eerste 12 maande na die inwerkingtreding van hierdie Vasstelling	Daarna	Gedurende die eerste 12 maande na die inwerkingtreding van hierdie Vasstelling	Daarna	Gedurende die eerste 12 maande na die inwerkingtreding van hierdie Vasstelling	Daarna
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Ambagsman	125,00	118,00	125,00	104,00	111,00	96,00	111,00
Assistent-voorman	125,00	118,00	125,00	104,00	111,00	96,00	111,00
Assistent-magasyman	48,00	45,00	48,00	40,00	42,50	37,00	42,50
Busdrywer	78,00	74,00	78,00	65,00	69,00	60,00	69,00
Busdrywer-kondukteur	90,00	85,00	90,00	75,00	80,00	70,00	80,00
Onderbaas	43,00	40,50	43,00	35,80	38,00	33,00	38,00
Chauffeur	60,00	56,60	60,00	50,00	53,50	46,00	53,50
Nasiener/reëlaar	54,00	51,00	54,00	45,00	48,00	41,70	48,00
Klerk—							
gedurende die eerste jaar onder-							
vinding	48,23	45,69	48,23	40,38	42,69	37,15	42,69
gedurende die tweede jaar onder-							
vinding	53,08	52,15	53,08	46,15	48,92	42,46	48,92
gedurende die derde jaar onder-							
vinding	62,30	38,62	62,30	51,92	55,15	47,77	55,15
gedurende die vierde jaar onder-							
vinding	66,92	65,08	66,92	57,69	61,38	53,08	61,38
daarna	76,16	71,54	76,16	63,46	67,62	58,38	67,62
Kondukteur	46,00	43,40	46,00	38,50	40,80	35,40	40,80
Afsender	76,00	72,00	76,00	63,00	67,50	58,50	67,50
Drywer van 'n motorvoertuig	72,00	68,00	72,00	60,00	64,00	55,50	64,00
Diensbusdrywer	78,00	74,00	78,00	65,00	69,00	60,00	69,00
Voorman	130,00	123,00	130,00	108,00	115,00	100,00	115,00
Algemene werker—							
man—							
18 jaar en ouer	39,00	36,80	39,00	32,50	34,60	30,00	34,60
onder 18 jaar	29,20	27,60	29,20	24,40	26,00	22,50	26,00
vrou—	35,00	33,00	35,00	29,20	31,20	27,00	31,20
Werknemer, graad A	46,00	43,40	46,00	38,50	40,80	35,40	40,80
Faktotum	58,00	54,80	58,00	48,50	51,50	44,50	51,50
Inspekteur	95,00	90,00	95,00	79,00	84,00	73,00	84,00
Inspekteurassistent	52,00	49,00	52,00	43,00	46,00	40,00	46,00
Leerlingbusdrywer	50,00	47,00	50,00	41,60	44,30	38,40	44,30
Deeltydse busdrywer	64,00	60,40	64,00	53,00	56,50	49,00	56,50
Voorverkoper	46,00	43,40	46,00	38,50	40,80	35,40	40,80
Tou-opsigter	43,00	40,50	43,00	35,80	38,00	33,00	38,00

	In die landdrosdistrikte Boksburg, Germiston, Johannesburg, Pretoria, Roodepoort, Springs en Wonderboom en die munisipale gebied Sandton	In die landdrosdistrikte Alberton, Benoni, Brakpan, Kempton Park, Krugersdorp, Nigel, Oberholzer, Randburg (uitgesonderd die munisipale gebied Sandton), Randfontein, Sasolburg, Vanderbijlpark, Vereeniging en Westonaria		In die landdrosdistrikte Delmas, Klerksdorp en Potchefstroom		In die landdrosdistrikte Heidelberg (Tvl), Hoëveldrif en Witbank	
		Gedurende die eerste 12 maande na die inwerkingtreding van hierdie Vastelling	Daarna	Gedurende die eerste 12 maande na die inwerkingtreding van hierdie Vastelling	Daarna	Gedurende die eerste 12 maande na die inwerkingtreding van hierdie Vastelling	Daarna
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Opskrywer—							
gedurende die eerste jaar onder-							
vinding	48,00	45,00	48,00	40,00	42,50	37,00	42,50
gedurende die tweede jaar onder-							
vinding	52,00	49,00	52,00	43,50	46,25	40,00	46,25
daarna	56,00	53,00	56,00	47,00	50,00	43,00	50,00
Herstelwinklassistent—							
gedurende die eerste jaar onder-							
vinding	52,00	49,00	52,00	43,00	46,00	40,00	46,00
daarna	58,00	54,80	58,00	48,50	51,50	44,50	51,50
Sekuriteitswag	50,00	47,00	50,00	42,00	45,00	39,00	45,00
Senior inspekteur	115,00	109,00	115,00	96,00	102,00	89,00	102,00
Rangeerdrywer	62,00	58,50	62,00	51,50	55,00	47,50	55,00
Kaartjiesondersoeker	44,00	41,60	44,00	36,50	39,00	34,00	39,00
Wag	45,00	42,30	45,00	37,40	39,80	34,50	39,80
Werknemer wat nie elders in hier-							
die subklousule uitdruklik ver-							
meld word nie	45,00	42,30	45,00	37,40	39,80	34,50	39,80

	In the Magisterial Districts of Boksburg, Germiston, Johannesburg, Pretoria, Roodepoort, Springs and Wonderboom and the Municipal Area of Sandton	In the Magisterial Districts of Alberton, Benoni, Brakpan, Kempton Park, Krugersdorp, Nigel, Oberholzer, Randburg, (excluding the municipal area of Sandton), Randfontein, Sasolburg, Vanderbijlpark, Vereeniging and Westonaria		In the Magisterial Districts of Delmas, Klerksdorp and Potchefstroom		In the Magisterial Districts of Heidelberg (Tvl), Highveld Ridge and Witbank	
		During the first 12 months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter
		Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Artisan.....	125,00	118,00	125,00	104,00	111,00	96,00	111,00
Assistant foreman.....	125,00	118,00	125,00	104,00	111,00	96,00	111,00
Assistant storeman.....	48,00	45,00	48,00	40,00	42,50	37,00	42,50
Bus driver.....	78,00	74,00	78,00	65,00	69,00	60,00	69,00
Bus driver-conductor.....	90,00	85,00	90,00	75,00	80,00	70,00	80,00
Chargehand.....	43,00	40,50	43,00	35,80	38,00	33,00	38,00
Chauffeur.....	60,00	56,60	60,00	50,00	53,50	46,00	53,50
Checker/regulator.....	54,00	51,00	54,00	45,00	48,00	41,70	48,00
Clerk—							
during the first year of experience.....	48,23	45,69	48,23	40,38	42,69	37,15	42,69
during the second year of experience.....	53,08	52,15	53,08	46,15	48,92	42,46	48,92
during the third year of experience.....	62,30	58,62	62,30	51,92	55,15	47,77	55,15
during the fourth year of experience.....	66,92	65,08	66,92	57,69	61,38	53,08	61,38
thereafter.....	76,16	71,54	76,16	63,46	67,62	58,38	67,62

	In the Magisterial Districts of Boksburg, Germiston, Johannesburg, Pretoria, Roodepoort, Springs and Wonderboom and the Municipal Area of Sandton	In the Magisterial Districts of Alberton, Benoni, Brakpan, Kempton Park, Krugersdorp, Nigel, Oberholzer, Randburg, (excluding the municipal area of Sandton), Randfontein, Sasolburg, Vanderbijlpark, Vereeniging and Westonaria		In the Magisterial Districts of Delmas, Klerksdorp and Potchefstroom		In the Magisterial Districts of Heidelberg (Tvl), Highveld Ridge and Witbank	
		During the first 12 months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter
		Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Conductor	46,00	43,40	46,00	38,50	40,80	35,40	40,80
Despatcher	76,00	72,00	76,00	63,00	67,50	58,50	67,50
Driver of a motor vehicle	72,00	68,00	72,00	60,00	64,00	55,50	64,00
Duty-bus driver	78,00	74,00	78,00	65,00	69,00	60,00	69,00
Foreman	130,00	123,00	130,00	108,00	115,00	100,00	115,00
General worker—							
male—							
18 years of age or over	39,00	36,80	39,00	32,50	34,60	30,00	34,60
under 18 years of age	29,20	27,60	29,20	24,40	26,00	22,50	26,00
Female—	35,00	33,00	35,00	29,20	31,20	27,00	31,20
Grade A employee	46,00	43,40	46,00	38,50	40,80	35,40	40,80
Handyman	58,00	54,80	58,00	48,50	51,50	44,50	51,50
Inspector	95,00	90,00	95,00	79,00	84,00	73,00	84,00
Inspector's assistant	52,00	49,00	52,00	43,00	46,00	40,00	46,00
Learner bus driver	50,00	47,00	50,00	41,60	44,30	38,40	44,30
Part-time bus driver	64,00	60,40	64,00	53,00	56,50	49,00	56,50
Pre-seller	46,00	43,40	46,00	38,50	40,80	35,40	40,80
Queue marshaller	43,00	40,50	43,00	35,80	38,00	33,00	38,00
Recorder—							
during the first year of experience	48,00	45,00	48,00	40,00	42,50	37,00	42,50
during the second year of experience	52,00	49,00	52,00	43,50	46,25	40,00	46,25
thereafter	56,00	53,00	56,00	47,00	50,00	43,00	50,00
Repair-shop assistant—							
during the first year or experience	52,00	49,00	52,00	43,00	46,00	40,00	46,00
thereafter	58,00	54,80	58,00	48,50	51,50	44,50	51,50
Security guard	50,00	47,00	50,00	42,00	45,00	39,00	45,00
Senior inspector	115,00	109,00	115,00	96,00	102,00	89,00	102,00
Shunting driver	62,00	58,50	62,00	51,50	55,00	47,50	55,00
Ticket examiner	44,00	41,60	44,00	36,50	39,00	34,00	39,00
Watchman	45,00	42,30	45,00	37,40	39,80	34,50	39,80
Employee not specifically mentioned elsewhere in this subclause	45,00	42,30	45,00	37,40	39,80	34,50	39,80

(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 teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" beteken die weekloon wat vir 'n werknemer van daardie klas wat op grond van ondervinding op die hoogste loontarief geregtig is, voorgeskryf word;

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

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

(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 is entitled to the highest wage tariff on the grounds of experience;

(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% in respect of that day.

(2) *Basis of contract.*—For the purposes of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), as read with the definition of "wage" in clause 2 and with subclause (3), for an employee of his class in the area in which he works, irrespective of 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) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor of—

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

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

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

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

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

Met dien verstande dat—

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

(ii) tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vastelling 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—

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

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

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

(5) *Onderhoudstoelae.*—(a) Benewens enige ander verskuldigde besoldiging moet 'n werkgewer aan sy werknemer wat op 'n spesiale rit van sy werkgewer se bedryfsinrigting afwesig is 'n onderhoudstoelae vir elke voltooide uur van sodanige tydperk van afwesigheid soos volg betaal:

(i) Aan sy busdrywer, busdrywer-kondukteur, inspekteur of ambagsman, 'n bedrag van minstens 30c;

(ii) aan enige ander werknemer, 'n bedrag van minstens 20c.

(b) By die toepassing van paragraaf (a), moet die tydperk van afwesigheid bereken word vanaf die tydstop waarop die werknemer van sy werkgewer se bedryfsinrigting af vertrek tot die tydstop waarop hy daar terugkom.

(c) 'n Werkgewer moet die toelae wat ingevolge paragraaf (a) aan 'n werknemer betaalbaar is, aan hom betaal binne sewe dae ná sodanige werknemer se terugkoms by sy werkgewer se bedryfsinrigting.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousules 3 (5) en 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure 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 koefert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

(a) die werkgewer se naam;

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

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

(d) die getal ure wat die werknemer oortydwerk verrig het;

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

(f) die werknemer se loon;

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

(h) besonderhede van enige bedrag wat afgetrek is;

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

(j) die tydperk waarvoor die betaling geskied;

en sodanige koefert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer. Met dien verstande dat indien 'n werknemer wat by die bedryfsinrigting in diens is, op die gewone betaaldag afwesig is, hy binne 24 uur vanaf die tyd wat hy by die bedryfsinrigting terugkeer, betaal moet word: Voorts met dien verstande dat—

(i) op die skriftelike versoek van die werknemer, die bedrag aan hom verskuldig gestort kan word in sy bouvereniging- of bankrekening deur die werkgewer wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;

(ii) voornoemde inligting betreffende tyd gewerk nie verstrekkend te word aan 'n werknemer wat ingevolge klousule 5 (10) (a) van die werkbepalings uitgesluit is nie.

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

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

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

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

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

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

Provided that—

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

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

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

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

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

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

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

(5) *Subsistence allowance.*—(a) In addition to any other remuneration due to an employee who is absent from his employer's establishment on a special trip, an employer shall pay such employee an allowance for every completed hour of such period of absence as follows:

(i) To his bus driver, bus driver-conductor, inspector or artisan an amount of not less than 30c;

(ii) to any other employee an amount of not less than 20c.

(b) For the purposes of paragraph (a) the period of absence is calculated from the time the employee leaves his employer's establishment until the time he returns to it.

(c) The allowance payable to an employee in terms of paragraph (a), shall be paid to him by the employer within seven days after such employee's return to his employer's establishment.

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clauses 3 (5) and 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee in cash or by cheque monthly, during the hours of work on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in an envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

(a) the employer's name;

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

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

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

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

(f) the employee's wage;

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

(h) the details of any deductions made;

(i) the actual amount paid to the employee; and

(j) the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee: Provided that if an employee employed by the establishment is absent on the usual pay-day, he shall be paid within 24 hours of his return to the establishment: Provided further that—

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

(ii) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (10) (a).

(2) *Los werknemers*.—'n Werkgever 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 werkgever betaal of deur hom aangeneem word nie.

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

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

(6) *Aftrekkings*.—'n Werkgever mag sy werknemer geen boetes of 'n 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-, sieke-, mediese-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledegeld van vakverenigings;

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

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

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

	Per week	Per maand
	R	R
(i) Kos.....	3,00	13,00
(ii) Inwoning.....	1,50	6,50
(iii) Kos en inwoning.....	4,50	19,50;

(e) wanneer die gewone werkure in 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 slape in die bedryf ontstaan, geskied nie tensy die werkgever 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 'n onklaarraking van masjinerie of installasie, 'n bus of busse of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

(f) ten opsigte van 'n ander openbare vakansiedag as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag waarop die werknemer op eie versoek toegelaat word om nie te werk nie, 'n bedrag gelyk aan sy dagloon;

(g) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever betaal het of onderneem het om te betaal aan 'n bankinstelling, bouvereniging, versekeringsonderneming, plaaslike owerheid of geregistreerde finansiële instelling of aan enige ander organisasie waardeur fondse deur die Staat, 'n bouvereniging of plaaslike owerheid bewillig is om inwoning te verskaf te opsigte van—

(i) 'n paalement op 'n lening wat aan sodanige werknemer toegestaan is om 'n woning te bekom; of

(ii) die huur van 'n woning, of inwoning in 'n hostel deur sodanige werknemer.

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

(1) *Gewone werkure*.—'n Werkgever mag nie vereis of toelaat dat 'n werknemer meer gewone werkure werk nie as—

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

(b) in die geval van 'n werknemer wat lid is van die vervoerpersoneel—

(i) 48 in enige week van Sondag tot en met Saterdag; en

(ii) behoudens subparagraaf (i) hiervan, 10 op 'n dag;

(c) in die geval van 'n sekuriteitswag en 'n wag—

(i) 72 in enige week van Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i), 12 op 'n dag;

(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 from 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 deductions:

(a) With the written consent of his employee, a deduction for any holiday, sick, medical, insurance, savings, provident or pension fund, 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 is required in terms of the Blacks (Urban Areas) Consolidation Act, 1945, or agrees to accept food or accommodation or food and accommodation from his employer, a deduction not exceeding the amounts specified hereunder—

	Per week	Per month
	R	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's) hourly wage in respect of each hour of such reduction: Provided that—

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

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

(iii) no deduction shall be made in the case of short-time owing to a breakdown of plant, machinery, a bus or buses or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

(f) a deduction of an amount equal to an employee's daily wage in respect of any public holiday other than New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Vow or Christmas Day, on which such employee, at his own request, is permitted not to work;

(g) with the written consent of an employee, a deduction of any amount, which the employer has paid or has undertaken to pay to any banking institution, building society, insurance business, local authority or registered financial institution, or to any other organisation through which funds have been advanced by the State, a building society or a local authority to provide accommodation, in respect of—

(i) a payment on a loan granted to such employee to acquire a dwelling; or

(ii) the rent of a dwelling or accommodation in a hostel occupied by such employee.

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 on any day;

(b) in the case of an employee who is a member of the transport personnel—

(i) 48 in any week from Sunday to Saturday, inclusive; and

(ii) subject to subparagraph (i) hereof, 10 on any day;

(c) in the case of a security guard and a watchman—

(i) 72 in any week from Monday to Saturday, inclusive; and

(ii) subject to subparagraph (i), 12 on any day;

(d) in die geval van enige ander werknemer—

(aa) as hy 'n werkweek van ses dae het—

(i) 46 in enige week van Maandag tot en met Saterdag; en

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

(bb) as hy 'n werkweek van vyf dae het—

(i) 46 in enige week van Maandag tot en met Vrydag; en

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

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

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

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

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

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

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

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

(vii) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik persele, gerei of meubels skoonmaak of vloere of meubels poleer of busse skoonmaak of was, waar sodanige pouse langer as drie uur is, enige tydperk wat langer as drie uur is, geag word deel van die gewone werkure uit te maak.

(3) *Ruspouse*.—'n Werkgewer moet, so na as doenlik aan die middel van elke werktydperk in die voor- en namiddag, aan elkeen van sy werknemers wat nie lid van die vervoerpersoneel is nie, '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) *Weeklikse rusdag*.—'n Werkgewer moet aan elkeen van sy werknemers wat lid van die vervoerpersoneel is, gedurende elke sewe agtereenvolgende dae een volle rusdag toestaan: Met dien verstande dat 'n werkgewer van sy werknemer kan vereis of hom kan toelaat om hoogstens 10 gewone werkure op hoogstens al om die ander rusdag te werk, en ondanks andersluidende bepalinge in subklousule (1) (b), word geen gewone werkure waarin op sodanige dag gewerk word, as deel van die gewone werkure wat in genoemde subklousule voorgeskrif word, gereken nie.

(5) *Werkure moet agtereenvolgend wees*.—Behoudens subklousules (2) en (6), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

(6) *Werkdagindeling*.—In die geval van 'n lid van die vervoerpersoneel moet die gewone werkure, met inbegrip van die etenspouse, en alle oortyd op 'n dag voltooi word binne 'n werkdagindeling van 14 uur: Met dien verstande dat as die werkure op enige dag hoogstens sewe is, hulle oor 15 uur versprei mag word.

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

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

(b) in die geval van 'n sekuriteitswag en 'n wag, 12 uur in 'n week;

(c) in die geval van enige ander werknemer, 10 uur in 'n week:

Met dien verstande dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk, maar dan só dat die oortydwerk hoogstens 10 uur in daardie week is.

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

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

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

(d) in the case of any other employee—

(aa) if he works a six-day week—

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

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

(bb) if he works a five-day week—

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

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

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

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

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

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

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

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

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

(vii) in the case of an employee who is wholly or mainly engaged in cleaning premises, utensils or furniture or in polishing floors or furniture or in cleaning or washing buses, if such interval be longer than three hours, any period in excess of three hours shall be deemed to form part of the ordinary hours of work.

(3) *Rest intervals*.—An employer shall grant to each of his employees who is not a member of the transport personnel, a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning work period and each 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) *Weekly day off*.—An employer shall grant to each of his employees who is a member of the transport personnel one full day off during every seven consecutive days: Provided that an employer may require or permit his employee to work for not more than 10 ordinary hours of work on not more than alternate days off and, notwithstanding anything to the contrary in subclause (1) (b), any ordinary hours of work worked on such day shall not be reckoned as part of the ordinary hours of work prescribed in the said subclause.

(5) *Hours of work to be consecutive*.—Save as provided in subclauses (2) and (6), all hours of work of an employee on any day shall be consecutive.

(6) *Spreadover*.—In the case of a member of the transport personnel the ordinary hours of work, including the meal intervals, and all overtime shall on any one day be completed within a spreadover of 14 hours: Provided that if the hours of work on any day are not more than seven, the spreadover for that day may be 15 hours.

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

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

(b) in the case of a security guard and a watchman, 12 hours in any week;

(c) in the case of any other employee, 10 hours in any week:

Provided that an employee who works a five-day week may work up to four hours overtime on a Saturday but so that the overtime does not exceed 10 hours in such week.

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

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

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

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

- (a) tussen 18h00 en 06h00 te werk nie;
- (b) op meer as vyf dae in 'n week na 13h00 te werk nie;
- (c) meer as twee uur oortyd op 'n dag te werk nie, behalwe dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk, maar dan s6 dat die oortydwerk hoogstens 10 uur in enige week is;
- (d) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;
- (e) op meer as 60 dae in 'n jaar oortyd te werk nie;
- (f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd te werk nie tensy hy—
- (i) sodanige werknemer voor die middag kennis daarvan gegee het; of
- (ii) sodanige werknemer van 'n ete wat minstens 90 sent kos, voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of
- (iii) sodanige werknemer minstens 90 sent betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

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

- (i) 'n werknemer, uitgesonderd 'n busdrywer, busdrywer-kondukteur, kondukteur of ambagsman, as en solank sodanige werknemer gereeld 'n loon ontvang van—
- (aa) minstens R850 per maand in die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Tvl.), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Rodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom en die munisipale gebied Sasolburg;
- (ab) minstens R775 per maand in die munisipale gebied Witbank;
- (ac) minstens R700 per maand in die landdrostdistrikte Hoëveldrif, Sasolburg (uitgesonderd die munisipale gebied) en Witbank (uitgesonderd die munisipale gebied).
- (b) Subklousules (2), (3), (4) en (6) is nie van toepassing op 'n sekuriteitswag en 'n wag nie.
- (c) Subklousules (2) tot en met (7) is nie van toepassing op 'n werknemer wat noodwerk verrig nie.

6. JAARLIKSE VERLOF

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

- (a) in die geval van 'n sekuriteitswag en 'n wag, 21 agtereenvolgende dae;
- (b) in die geval van enige ander werknemer, 14 agtereenvolgende dae; en die werknemer moet sodanige verlof neem; en die werkgever moet sodanige werknemer ten opsigte van sodanige verlof betaal—
- (i) in die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag van minstens drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het;
- (ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens twee maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het.

(2) Die verlof in subklousule (1) voorgeskryf, moet verleen en geneem word, na gelang van die geval, op 'n tyd wat die werkgever bepaal: Met dien verstande dat—

- (a) as sodanige verlof nie eerder verleen is nie, dit, behoudens subklousule (3), s6 verleen en geneem moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever 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;
- (b) die verloftydperk nie saamval nie met—
- (i) siekteverlof wat ingevolge klousule 7 verleen is of afwesigheid van werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), wat neerkom op altesaam hoogstens 10 weke in 'n tydperk van 12 maande;
- (ii) enige tydperk van kennisgewing van diensbeëindiging ingevolge klousule 11; of
- (iii) enige tydperk waartydens 'n werknemer militêre opleiding of diensplig ingevolge die Verdedigingswet, 1957, verrig;
- (c) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;
- (d) 'n werkgever al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

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

- (a) between 18h00 and 06h00;
- (b) after 13h00 on more than five days a week;
- (c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday, but so that 10 hours are not exceeded in any week;
- (d) overtime on more than three consecutive days in any week;
- (e) overtime on more than 60 days in any year;
- (f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
- (i) before midday given notice thereof to such employee; or
- (ii) provided such employee with a meal costing at least 90 cents and allowed her sufficient time to have it before she has to commence overtime; or
- (iii) paid such employee not less than 90 cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(10) *Provisos.*—(a) This clause shall not apply to—

- (i) any employee, other than a bus driver, bus driver-conductor, conductor or an artisan, if and for so long as such an employee is in receipt of a regular wage at a rate of—
- (aa) not less than R850 per month in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Tvl.), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Rodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom and the municipal area of Sasolburg;
- (ab) not less than R775 per month in the municipal area of Witbank;
- (ac) not less than R700 per month in the Magisterial Districts of Highveld Ridge, Sasolburg (excluding the municipal area) and Witbank (excluding the municipal area).
- (b) Subclauses (2), (3), (4) and (6) shall not apply to a security guard or a watchman.
- (c) Subclauses (2) to (7) inclusive shall not apply to an employee while he is engaged on emergency work.

6. ANNUAL LEAVE

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

- (a) in the case of a security guard and a watchman, 21 consecutive days' leave;
- (b) in the case of any other employee, 14 consecutive days' leave; and shall pay such employee in respect of such leave—
- (i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commences;
- (ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced.

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

- (a) if such leave has not been granted and taken earlier, it shall, save as provided in subclause (3), be granted and be taken 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 the leave from a date not later than two months after the expiration of the said period of four months;
- (b) the period of leave shall not be concurrent with—
- (i) sick leave granted in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) amounting in the aggregate to not more than 10 weeks in any period of 12 months;
- (ii) any period during which the employee is under notice of termination of employment in terms of clause 11; or
- (iii) any period during which the employee is doing military training or service under the Defence Act, 1957;
- (c) 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;
- (d) 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) Op die skriftelike versoek van sy werknemer kan 'n werkgewer toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens oploop: Met dien verstande—

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

(ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstrekking 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 in subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

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

(a) in die geval van 'n werknemer in subklousule (1) (a) bedoel, 'n kwart van die weekloon; en

(b) in die geval van 'n werknemer in subklousule (1) (b) bedoel een sesde van die weekloon;

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van 'n geleentheidsverloftydperk wat hy op die skriftelike versoek van die werknemer aan hom 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 in 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 in subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof verleen is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom verleen was.

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

(a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 11 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 omstandighede soos uiteengesit in klousule 7 (4) (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 tydperk van opleiding of diens as diens te eis nie en word diens geag te begin—

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

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

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

7. SIEKTEVERLOF

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

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

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

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

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

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

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

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

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

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

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

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of occasional leave granted to an employee at his written request: Provided further that, subject to clause 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, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.

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

(a) any period in respect of which an employer, in terms of clause 11, pays and employee in lieu of notice;

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

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (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 in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service, and employment shall be deemed to commence—

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

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

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

7. SICK LEAVE

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

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

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

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

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

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

(2) 'n Werkgever 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 Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag; of

(c) op die werkdag onmiddellik voor of die werkdag onmiddellik na—

(i) sy weeklikse rusdag in die geval van 'n lid van die vervoerpersoneel;

(ii) 'n Sondag in die geval van elke ander werknemer;

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 werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

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

(4) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1);

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

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

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

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wan-gedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is, as ongeskiktheid beskou word slegs 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 werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self betaal, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdag, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande wat die werknemer bydraes betaal, verlaag kan word, maar tot minstens die aanwaskoers in die eerste voorbehoedsbepaling van subklousule (1) vermeld;

(b) ten opsigte van enige tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan van die werkgever deur 'n ander wet vereis word om die werknemer minstens sy volle loon te betaal.

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 every other employee, one work-day in respect of each completed month of employment;

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

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

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

(b) on the work-day immediately preceding or the work-day immediately succeeding 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 preceding or the work-day immediately succeeding—

(i) his weekly day-off in the case of a member of the transport personnel;

(ii) a Sunday in the case of every other employee;

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, has not been taken.

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

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

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

(aa) on leave in terms of clause 6;

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

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

amounting in the aggregate, in any period of 12 months to not more than 10 weeks; and

(ii) any period during which an employee is absent from work owing to military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service, and any one period of employment which an employee has had with the same employer immediately before the date on which this Determination became binding shall for the purposes of this clause, be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

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

(5) This clause shall not apply—

(a) to an employee at whose written request his employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for 20 or 24 work days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate may be reduced, but to not less than the rate of accrual set out in the first proviso to subclause (1);

(b) in respect of any period of incapacity of an employee in respect of which the employer is required by any other law to pay to the employee not less than his full wages.

8. OPENBARE VAKANSIEDAE, SONDAE EN RUSDAE

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

(3) Wanneer 'n lid van die vervoerpersoneel op sy weeklikse rusdag werk, moet sy werkgewer of—

(a) die werknemer—

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

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

(b) die werknemer teen minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige weeklikse rusdag werk en hom binne 14 dae vanaf sodanige weeklikse rusdag 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 weeklikse rusdag te werk, daar geag moet word dat hy vier uur gewerk het.

(4) Subklousule (3) is *mutatis mutandis* van toepassing op 'n werknemer, uitgesonderd 'n lid van die vervoerpersoneel, wanneer hy op 'n Sondag werk.

(5) Subklousules (2), (3) en (4) is nie van toepassing op 'n werknemer wat ingevolge klousule 5 (10) (a) van die werkurebepalings uitgesluit is nie.

(6) Hierdie klousule is nie op 'n los werknemer van toepassing nie.

9. VERBOD OP INDIENSNEMING

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

10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

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

11. BEÏNDIGING VAN DIENSKONTRAK

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

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

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

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

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

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

Met dien verstande dat—

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

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

(ac) 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 afrekkings ten opsigte van korttyd en die werkgewer hom betaal in plaas van kennis te gee, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

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

8. PUBLIC HOLIDAYS, SUNDAYS AND DAYS OFF

(1) Subject to clauses 4 (6) and 6 (2), if an 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.

(3) Whenever a member of the transport personnel works on his weekly day off, 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 weekly day off, or not less than double his daily wage, whichever is the greater; or

(b) pay the employee at a rate not less than one and one third times his ordinary wage in respect of the total period worked by him on such weekly day off and grant him within 14 days of such weekly day off 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 weekly day off he shall be deemed to have worked for four hours.

(4) Subclause (3) shall *mutatis mutandis* apply to any employee, other than a member of the transport personnel, whenever he works on a Sunday.

(5) Subclauses (2), (3) and (4) shall not apply to an employee who is excluded from the hours of work provisions by virtue of clause 5 (10) (a).

(6) This clause shall not apply to a casual employee.

9. PROHIBITION OF EMPLOYMENT

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

10. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee, and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer.

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—

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

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

Provided that this shall not affect—

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

(ab) 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;

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

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

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

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

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

(ii) daar nie kennis gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), wat in enige tydperk van 12 maande altesaam op hoogstens 10 weke neerkom.

(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 vereiste 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, hom '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 hom 'n bedrag aldus 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 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 van 'n dienssertifikaat voorsien wat wesenlik in die volgende vorm is en 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 Padpassasiersbedryf beoefen te
verklaar hierby dat
in my/ons (a) diens was van die dag
van 19..... tot diedag
van 19..... as (b).....
By diensbeëindiging was sy/haar (a) loon R.....
per week/maand (a).....

(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, algemene werker.

13. LOGBOEK

(1) 'n Werkgever moet sy busdrywer, deelytse busdrywer, busdrywer-kondukteur of drywer voorsien van 'n logboek wat sover doenlik die volgende vorm het:

DAAGLIKSE LOG

Naam van werkgever
Naam van werknemer
Klas waarin werksaam
Datum
Tyd waarop werk begin het
Tyd waarop werk opgehou het
Diensonderbrekings:
van tot
van tot
van tot
Getal ure gewerk
Etenspouse van tot
Besonderhede omtrent enige ongeluk of vertraging

(Handtekening van werknemer)

Datum

(2) Elke busdrywer, deelytse busdrywer, busdrywer-kondukteur of drywer moet, in die logboek in subklousule (1) bedoel, 'n daaglikse log in tweevoud hou ten opsigte van elke dag se werk en moet 'n eksemplaar daarvan aan sy werkgever lewer binne 24 uur na afhandeling van die dag se werk waarop dit betrekking het.

(3) Elke werkgever moet die eksemplaar van die daaglikse log wat ingevolge subklousule (2) aan hom gelewer is, vir 'n tydperk van minstens drie jaar na sodanige lewering hou.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 373, gepubliseer by Goewermentskennisgewing R. 1127 van 24 Junie 1977.)

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

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

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) amounting in the aggregate to not more than 10 weeks in any period of 12 months.

(4) Notwithstanding anything to the contrary in this Determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, the employee shall for the 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 grounds of desertion or where the employee is a casual employee, the employer shall, upon termination of any contract of employment, furnish the employee with a certificate of service substantially in the following form, showing the full names of the employer and of the employee, the class of the employee, the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination.

CERTIFICATE OF SERVICE

I/We (a).....
carrying on trade in the Road Passenger Transportation 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/month (a).....

(Signature of employer or authorised representative)

Date

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

13. LOG-BOOK

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

DAILY LOG

Name of employer
Name of employee
Class in which employed.....
Date
Time of starting work.....
Time of finishing work.....
Breaks:
from..... to
from..... to
from..... to
Number of hours worked.....
Meal interval from..... to
Particulars of any accident or delay.....

(Signature of employee)

Date

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

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

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above schedule supersedes Wage Determination 373, published under Government Notice R. 1127 of 24 June 1977.)

No. R. 1690

14 Augustus 1981

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941**PADPASSASIEVERVOERBEDRYF, SEKERE GEBIED**

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Loonvaststelling vir die Padpassasiersvervoerbedryf, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R. 1689 van 14 Augustus 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 Mannekrag.

No. R. 1690

14 August 1981

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941**ROAD PASSENGER TRANSPORTATION TRADE, CERTAIN AREAS**

I, Stephanus Petrus Botha, Minister of Manpower, 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 Road Passenger Transportation Trade, Certain Areas, published under Government Notice R.1689 of 14 August 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.

MEMOIRS VAN DIE BOTANIESE OPNAME VAN SUID-AFRIKA

Die memoirs is individuele verhandelings, gewoonlik ekologies van aard, maar soms handel dit oor taksonomiese of ekonomiese-plantkundige onderwerpe. Nege-en-dertig nommers is reeds gepubliseer waarvan sommige uit druk is.

Verkrygbaar van die Direkteur, Afdeling Landbouinligting, Privaatsak X144, Pretoria.

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

MEMOIRS OF THE BOTANICAL SURVEY OF SOUTH AFRICA

The memoirs are individual treatises usually of an ecological nature, but sometimes taxonomic or concerned with economic botany. Thirty-nine numbers have been published, some of which are out of print.

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

Sales tax must accompany inland orders.

DIE BLOMPLANTE VAN AFRIKA

Hierdie publikasie word uitgegee as 'n geïllustreerde reeks, baie na die aard van Curtis se "Botanical Magazine". Die doel van die werk is om die skoonheid en variasie van vorm van die flora van Afrika aan die leser bekend te stel, om belangstelling in die studie en kweek van die inheemse plante op te wek, en om plantkunde in die algemeen te bevorder.

Die meeste van die illustrasies word deur kunstenaars van die Navorsingsinstituut vir Plantkunde gemaak, dog die redakteur verwelkom geskikte bydraes van 'n wetenskaplike en kunststandaard afkomstig van verwante inrigtings.

Onder huidige omstandighede word twee dele van die werk gelyktydig gepubliseer, maar met onreëlmatige tussenposes; elke deel bevat tien kleurplate. Intekengeld bedra R5 per deel (buitelands R5,25 per deel): Vier dele per band. Vanaf band 27 is die prys per band in linne gebind R30; in moroccoleer gebind R35. (Buitelands, linne gebind R31; moroccoleer R36).

Verkrygbaar van die Direkteur, Afdeling Landbouinligting, Privaatsak X144, Pretoria.

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

THE FLOWERING PLANTS OF AFRICA

This publication is issued as an illustrated serial; much on the same lines as Curtis's Botanical Magazine, and for imitating which no apology need be tendered.

The desire and object of the promoters of the publication will be achieved if it stimulates further interest in the study and cultivation of our indigenous plants.

The illustrations are prepared mainly by the artists at the Botanical Research Institute, but the Editor welcomes contributions of suitable artistic and scientific merit from kindred institutions.

Each part contains 10 plates and costs R5 per part (other countries R5,25 per part). Two, three or four parts may be published annually, depending on the availability of illustrations. A volume consists of four parts. From Volume 27, the price per volume is: Cloth binding, R30; morocco binding, R35 (other countries, cloth binding R31; morocco binding R36).

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

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