



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

AMERICAN CORP. OF
S.A. LTD.

15 SEP 1981

RECEIVED IN LIBRARY

REGULASIEKOERANT No. 3287

PRYS (AVB ingesluit) 30c PRICE (GST included)

REGULATION GAZETTE No. 3287

As 'n Nuisblad by die Poskantoor Geregistreer

BUITELANDS 40c ABROAD

POSVRY · POST FREE

Registered at the Post Office as a Newspaper

Vol. 195]

KAAPSTAD, 4 SEPTEMBER 1981

[No. 7759

CAPE TOWN, 4 SEPTEMBER 1981

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

R.1817]

[4 September 1981

LOONWET, 1957

LOONVASSTELLING 417

KLIPVERGRUISINGSNYWERHEID, REPUBLIEK
VAN SUID-AFRIKA

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 Klipvergruisingsnywerheid, Republiek van Suid-Afrika, gemaak en die tweede Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepaling van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

(1) Hierdie vasstelling is van toepassing op alle werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Klipvergruisingsnywerheid soos in subklousule (2) omskryf, in die Republiek van Suid-Afrika.

(2) „Klipvergruisingsnywerheid” die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir—

(a) die vergruising van klip;

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

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

R.1817]

[4 September 1981

WAGE ACT, 1957

WAGE DETERMINATION 417

STONECRUSHING INDUSTRY, REPUBLIC OF
SOUTH AFRICA

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 Stonecrushing Industry, Republic of South Africa, 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 employers and all their employees, other than managers, in the Stonecrushing Industry as defined in subclause (2), in the Republic of South Africa.

(2) “Stonecrushing Industry” means the industry in which employers and employees are associated for—

(a) the crushing of stone;

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

en omvat dit alle werksaamhede wat met enigeen van voornoemde bedrywighede in verband staan of daaruit voortspruit.

2. WOORDOMSKRYWINGS

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

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

- (a) Bome of gewasse afkap, vernietig of verwyder;
- (b) briewe, boodskappe of goedere te voet of met 'n nie-kragaangedrewe fiets of voertuig afhaal of aflewer;
- (c) dagha, beton, klip of bitumen met die hand meng of enige sodanige materiaal met 'n skopgraaf, hark, vurk of kruiwa spreid;
- (d) deure, kiste, pakke, bale of sakke oop- of toemaak;
- (e) geboue of ander strukture sloop;
- (f) goed in masjiene, vervoerbande of vultregters voer of daarvan afneem;
- (g) goedere of materiaal met die hand oplaag, verskuif, dra of opstapel;
- (h) kampongs, latrines, buitegeboue of ander geboue of strukture afwit of ontsmet;
- (i) klip, grond, klei, sand of ander soortgelyke materiaal losmaak, uithaal, breek of spreid, of vore, gate of fondamente graaf of ander uitgraafwerk doen, uitgesonderd met 'n kragaangedrewe of meganiese werktuig;
- (j) koekepanne koppel, ontspan of rem;
- (k) koekepanspore of ontspoorde koekepanne oplaag of terugsit;
- (l) los rotse in die breekvlak met 'n staaf loswikkel en laat afrol;
- (m) met die hand boor;
- (n) met die hand laai of aflaai;
- (o) 'n handpomp bedien;
- (p) 'n nie-kragaangedrewe hystoestel bedien;
- (q) 'n voertuig stoot of trek, uitgesonderd met 'n meganiese toestel;
- (r) 'n rots- of klopboorwerker bystaan;
- (s) persele, installasie, masjinerie, implemente, gereedskap, gerei of voertuie skoonmaak;
- (t) sanitêre emmers verwyder, leegmaak, skoonmaak of terugsit of rioolpype of -punte oopmaak;
- (u) spore of nie-kragaangedrewe masjinerie of voertuie olie of smeer;
- (v) tee of soortgelyke drank vir werknemers maak of aan hulle bedien of tee of ander verversings vir die werkgewer of sy gaste maak of aan hulle bedien of rantsoene berei;
- (w) tuinwerk;
- (x) verbande, oorpakke, uniforms, beskermende klere of ander artikels was;
- (y) vure maak, stook of uithaal, of vuilgoed of as verwyder; (20)

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

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

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

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

(6) „*bedryfsinrigting*” ’n perseel of 'n gedeelte daarvan waarop of in verband waarmee een of meer werknemers in die Klipvergruisingsnwyerheid in diens is; (15)

(7) „*bestuurder*” ’n werknemer wat deur sy werkgewer belas is met die algehele—

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

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk; (34)

and includes all operations incidental to or consequent on any of the aforesaid activities.

2. DEFINITIONS

Unless the context otherwise indicates, any expression which is used in this determination and which is defined in the Wage Act, 1957, has the same meaning as in that Act, and for the purpose of this determination an employee shall be deemed to be in that class in which he is wholly or mainly engaged; and 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 purpose of this definition the expression „skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 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)

(2) „*artisan's assistant*” means an employee who assists an artisan or a workshop assistant by holding articles or tools or otherwise working with him without using the tools independently; (3)

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

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

(5) „*boiler attendant*” means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain and draw the fire in such boiler; (24)

(6) „*casual employee*” means an employee who is employed by the same employer on not more than three days in any week; (30)

(7) „*chargehand*” means an employee who is in charge of a group of general workers; (36)

(8) „*chauffeur*” means an employee who is engaged in driving a motor vehicle which is intended to carry passengers and used for the conveyance of his employer or of employees, clients or visitors and which may be used for the conveyance of documents or parcels; (10)

(9) „*clerk*” means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work; (25)

(10) „*compound manager*” means an employee who is in charge of a compound and responsible for the cleanliness of the compound and the discipline of the persons housed in the compound; (23)

(11) „*crusherman*” means an employee who is in charge of the machinery used for the crushing or screening of stone and who exercises control over the other employees employed on such machinery; (45)

(12) „*day*” means the period of 24 hours from midnight to midnight; (11)

(13) „*driver of a motor vehicle*” means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition the expression „driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (12)

(14) „*emergency work*” means—

- (a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic act of violence or theft or which owing to a breakdown of plant, machinery or motor vehicles, must be done without delay;
- (b) any work in connection with the loading or unloading of—
 - (i) trucks or vehicles of the South African Railways and Harbours;
 - (ii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours; (34)

(15) „*establishment*” means any premises or portion thereof in or in connection with which one or more employees are employed in the Stonecrushing Industry; (6)

(16) „*excavator driver, Class I*,” means an employee who is engaged in operating a power-driven excavator, dragline or mechanical shovel with a grab or bucket capacity which according to the maker's specifications, exceeds one cubic metre; (16)

(17) „*excavator driver, Class II*,” means an employee who is engaged in operating a power-driven excavator, dragline or mechanical shovel with a grab or bucket capacity which, according to the maker's specifications, does not exceed one cubic metre; (17)

(8) „bruto kombinasie-massa”, met betrekking tot 'n motorvoertuig, die maksimum massa van enige kombinasie van motorvoertuie, leunwaens of sleepwaens waarvan sodanige motorvoertuig 'n deel kan uitmaak en die vraag, soos gespesifiseer deur die vervaardiger of, in die afwesigheid van sodanige spesifikasie, soos deur die registrasieowerheid bepaal; (23)

(9) „bruto voertuig-massa”. met betrekking tot 'n motorvoertuig, die maksimum massa van sodanige voertuig en sy vrag soos gespesifiseer deur die vervaardiger of, in die afwesigheid van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (24)

(10) „chauffeur” 'n werknemer wat 'n motorvoertuig dryf wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgewer of van werknemers, klante of besoekers en waarmee ook dokumente of pakkette vervoer mag word; (8)

(11) „dag” die tydperk van 24 uur van middernag tot middernag; (12)

(12) „drywer van 'n motorvoertuig” 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordskrywing omvat die uitdrukking „'n motorvoertuig dryf” alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf; (13)

(13) „ekstra swaar motorvoertuig” 'n motorvoertuig waarvan die bruto voertuig-massa of bruto kombinasie-massa meer as 16 000 kg is; (19)

(14) „faktotum” 'n werknemer wat kleinere herstelwerk of verstelings doen aan masjinerie of uitrusting en wat ook kleinere herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (25)

(15) „gereedskapklerek” 'n werknemer wat gereedskap, uitrusting of onderdele ontvang, nagaan, opberg of uitreik; (45)

(16) „graafmasjienbestuurder, Klas I” 'n werknemer wat 'n kragaan-gedrewe graafmasjien, sleepgraaf of meganiese skop bedien waarvan die gryper- of gryp-bakinhoudsvermoë volgens die vervaardiger se spesifikasies meer as een kubieke meter is; (16)

(17) „graafmasjienbestuurder, Klas II” 'n werknemer wat 'n kragaan-gedrewe graafmasjien, sleepgraaf of meganiese skop bedien waarvan die gryper- of gryp-bakinhoudsvermoë volgens die vervaardiger se spesifikasies hoogstens een kubieke meter is; (17)

(18) „groefopsigter” 'n werknemer wat die beheer het oor die werksaamhede, in 'n groef (met inbegrip van skietwerk, boorwerk, uitgraving en laaiwerk) en wat aan die hoof staan van die werknemers wat dié werksaamhede verrig; (40)

(19) „groefpleier” 'n werknemer wat aan die hoof staan van 'n groep van een of meer van die volgende klasse werknemers, naamlik, werknemers graade I, werknemers graad II, of algemene werkers; (30)

(20) „indoena” 'n werknemer wat 'n kampongbestuurder help om die sindelikeid en dissipline in 'n kampong te handhaaf; (27)

(21) „interne motorvoertuig” 'n motorvoertuig insluitende 'n stootskraap, stortkar, 'n voorlaaier en 'n trasskavateur uitgesonderd 'n graafmasjien wat uitsluitlik in 'n bedryfsinrigting wat ook die regstreekse oorsake van 'n openbare pad omvat, gebruik word, vir die vervoer, verskuiwing en laai van grond, klip of goedere; (28)

(22) „installasiebediener” 'n werknemer wat vir die vergruis of sif van klip verantwoordelik is by 'n deel van die masjinerie wat vir enigeen van die twee doeleindes gebruik word; (39)

(23) „kampongbestuurder” 'n werknemer wat aan die hoof staan van 'n kampong en verantwoordelik is vir die sindelikeid van die kampong en die dissipline van die persone wat in die kampong gehuisves word; (10)

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

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

(26) „Klipvergruising-snywerheid”—kyk klousule 1 (2); (43)

(27) „korttyd” 'n tydelike vermindering van die getal gewone werkeure weens die wisselvalligheid van die weer, 'n slapte in die Nywerheid, 'n tekort aan spoorwaens of grondstowwe, 'n onklaarraking van installasie of masjinerie of 'n onderbreking in die elektriese kragtoevoer, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (42)

(28) „ligte motorvoertuig” 'n motorvoertuig waarvan die bruto voertuig-massa of bruto kombinasie-massa nie meer as 3 500 kg is nie; (31)

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

- (i) as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkeure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;
- (ii) die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening

(18) „experience” means in relation to—

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

(b) any other class or employee, the total period or periods of employment which an employee has had in his class in the Stonecrushing Industry; (37)

(19) „extra-heavy motor vehicle” means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 16 000 kg; (13)

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

- (a) Assisting a rock-drill or jack-hammer worker;
- (b) cleaning premises, plant, machinery implements, tools, utensils or vehicles;
- (c) collecting or delivering letters, messages or goods on foot or by means of any non-power driven cycle or vehicle;
- (d) coupling, uncoupling or braking cocopans;
- (e) cutting down, destroying or removing trees or vegetation;
- (f) demolishing buildings or other structures;
- (g) drilling by hand;
- (h) feeding into or taking off from machines, conveyors or hoppers;
- (i) gardening work;
- (j) lifting, removing, carrying or stacking goods or material by hand;
- (k) lifting or replacing cocopan tracks or derailed cocopans;
- (l) lime-washing or disinfecting compounds, latrines, outbuildings or other buildings or structures;
- (m) loading or unloading by hand;
- (n) loosening loose rocks in the working area with a bar and rolling these down;
- (o) loosening, taking out, breaking or spreading stone, soil, clay, sand or other similar material or digging trenches, holes or foundations or doing other excavation work, otherwise than by means of a power-driven or mechanically operated tool;
- (p) making, maintaining or drawing fires or removing refuse or ashes;
- (q) making or serving tea or similar beverages for employees or making or serving tea or other refreshments for the employer or his guests or preparing rations;
- (r) mixing mortar, concrete, stone or bitumen by hand or spreading any such materials by shovel, rake, fork or barrow;
- (s) oiling or greasing rails or non-power-driven machinery or vehicles;
- (t) opening or closing doors, boxes, packages, bales, sacks or bags;
- (u) operating a non-power-driven hoist;
- (v) operating a hand pump;
- (w) pushing or pulling any vehicle, otherwise than by means of a mechanical device;
- (x) removing, emptying, cleaning or replacing sanitary pails or opening drain pipes or drainage points;
- (y) washing bandages overalls, uniforms, protective clothing or other articles; (1)

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

- (a) Air compressor attendant;
- (b) first-aid or hospital orderly;
- (c) operating a drilling machine, other than a jackhammer; (48)

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

- (a) Artisan's assistance;
- (b) checking or topping up the fuel, oil or water in motor vehicles;
- (c) checking out vehicles leaving an establishment;
- (d) keeping count of cocopans;
- (e) laying or bolting cocopan tracks under supervision;
- (f) machine attendant;
- (g) oiling or greasing power-driven machines or vehicles;
- (h) operating a jackhammer, pneumatic spade or pneumatic pick;
- (i) operating a power-driven pump;
- (j) operating a power-driven winch;
- (k) operating a scraper;
- (l) operating a skip hoist;
- (m) removing, charging or replacing batteries of motor vehicles or topping up such batteries;
- (n) removing, replacing, changing or repairing wheels, tubes or tyres of motor vehicles, front-end loaders or trailers and pumping tubes or tyers; (49)

(23) „gross combination mass”, with regard to a motor vehicle, means the maximum mass of any combination of motor vehicles, semi-trailers or trailers of which such motor vehicle can form a part and the load, as specified by the manufacturer, or, in the absence of such specification, as determined by the registering authority; (8)

gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; (48)

(30) „*los werknemer*” ’n werknemer wat hoogstens drie dae in ’n week by dieselfde werkgewer in diens is; (6)

(31) „*medium motorvoertuig*” ’n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 3 500 kg is maar nie meer as 9 000 kg is nie; (35)

(32) „*masjienbediener*” ’n werknemer wat by masjinerie waarmee klip vergruis of gesif word, die toevoer van materiaal van een punt na ’n ander in dié masjinerie reguleer, of sodanige masjinerie dophou vir onderbrekings of beskadiging en wat die masjien om enige sodanige rede mag aan- of afskakel; (33)

(33) „*motorvoertuig*” ’n selfaangedrewe voertuig met ’n enjin kapasiteit van meer as 50 cm³ wat gebruik word vir die vervoer van goedere, en omvat dit ook ’n motorfiets of motordriewiel, ’n voorhaker en ’n trekker, maar nie ook ’n mobiele hystoestel of ’n graafmasjien nie; (36)

(34) „*noodwerk*”—

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

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

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

(ii) voertuie wat deur ’n vervoerkontraakteur gebruik word in die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens; (14)

(35) „*onbelaste massa*” die massa van ’n interne motorvoertuig of sleepwa wat nie gelisensieer of geregistreer hoef te word nie soos aangegee in die vervaardiger se gespesifiseerde massa vir sodanige voertuig; (47)

(36) „*onderbaas*” ’n werknemer wat aan die hoof staan van ’n groep algemene werkers; (7)

(37) „*ondervinding*” met betrekking tot—

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

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

(38) „*oortyd*” die gedeelte van enige tydperk wat ’n werknemer vir sy werkgewer werk gedurende een week of op een dag, na gelang van die geval, wat meer is as die gewone werkkure wat in klousule 5 (1) vir sodanige werknemer voorgeskryf is, maar sluit dit nie ’n tydperk waartydens sodanige werknemer op ’n Sondag vir sy werkgewer werk, in nie; (37)

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

(40) „*senior bestuurs- of administratiewe werknemer*” ’n werknemer wat in opdrag van sy werkgewer werk verrig wat verantwoordelikheid meebring vir die neem van besluite van ’n administratiewe aard in die uitvoering van die werksaamhede van ’n bedryfsinrigting; (41)

(41) „*sleepwa*” ’n voertuig wat nie selfgedrewe is nie en wat ontwerp of aangepas is om deur ’n motorvoertuig getrek te word en omvat dit ’n leunwa; (46)

(42) „*stuwewerk*” ’n stelsel waarvolgens ’n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (38)

(43) „*swaar motorvoertuig*” ’n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 9 000 kg is maar nie meer as 16 000 kg is nie; (26)

(44) „*tegniese of professionele werknemer*” ’n werknemer wat in opdrag van sy werkgewer werk van ’n tegniese of professionele aard verrig; (44)

(45) „*vergruiserbediener*” ’n werknemer wat beheer het oor die masjinerie waarmee klip vergruis of gesif word en wat beheer uitoefen oor die ander werknemers wat met sodanige masjinerie werk; (11)

(46) „*wag*” ’n werknemer wat goedere, persele, geboue, bouwerke, of vaste eiendom bewaak, beskerm of patroleer en wat honde hanteer in die uitvoering van sy pligte; (49)

(47) „*werkeklerk*” ’n werknemer wat onder algemene toesig een of meer van die volgende pligte verrig—

(a) Afleweringsbriewe of vragbriewe uitskryf;

(b) Bantoetale tolk of vertaal;

(c) bestellings volgens fakture of bestelvorms byeenbring vir versending;

(d) kaarte stempel;

(e) lyste maak van produksiesyfers;

(24) „*gross vehicle mass*”, with regard to a motor vehicle, means the maximum mass of such vehicle and its load, as specified by the manufacturer, or, in the absence of such specification, as determined by the registering authority; (9)

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

(26) „*heavy motor vehicle*” means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 9 000 kg but does not exceed 16 000 kg; (43)

(27) „*induna*” means an employee who assists a compound manager in maintaining cleanliness and discipline in a compound; (20)

(28) „*internal motor vehicle*” means a motor vehicle, including a bulldozer, a dumper, a front-end loader and a traxcavator, excluding an excavator, that is used exclusively in an establishment (including the direct crossing of a public road) for the transportation, moving or loading of soil, stone or goods; (21)

(29) „*law*” includes the common law; (51)

(30) „*leading hand*” means an employee who is in charge of a group of one or more of the following classes of employees, namely Grade I employees, Grade II employees or general workers; (19)

(31) „*light motor vehicle*” means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (28)

(32) „*local authority*” means any divisional council, city council, municipal council, town council, village management board, local management board, local area board and any other similar institution contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961), and includes any administration board established under section 2 of the Black Affairs Administration Act, 1971 (Act 45 of 1971); (39)

(33) „*machine attendant*” means an employee who, on machinery used for the crushing or screening of stone, is engaged in regulating the flow of material from one point to another on such machinery or in watching such machinery for interruptions or damage and who for any such cause may stop and start the machine; (32)

(34) „*manager*” means an employee who is charged by his employer with the overall—

(a) supervision over;

(b) responsibility for; and

(c) direction of,

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

(35) „*medium motor vehicle*” means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 3 500 kg but does not exceed 9 000 kg; (31)

(36) „*motor vehicle*” means any self-propelled vehicle with an engine capacity exceeding 50 cm³ used for conveying goods, and includes a motor-cycle or motor-tricycle, a mechanical horse and a tractor but does not include a mobile hoist or an excavator; (33)

(37) „*overtime*” means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the ordinary hours of work prescribed for such employee in clause 5 (1), but does not include any period during which an employee works for his employer on a Sunday; (38)

(38) „*piece-work*” means any system under which an employee’s remuneration is based on the quantity of work done; (42)

(39) „*plant operator*” means an employee who is responsible for the crushing or screening of stone on a section of the machinery used for either such purposes; (22)

(40) „*quarryman*” means an employee who is in charge of the operations in a quarry (including blasting, drilling, excavating and loading) and the employees engaged on such operations; (18)

(41) „*senior managerial or administrative employee*” means an employee who is charged by his employer with the performance of work entailing responsibility for taking decisions of an administrative character in the conduct of the activities of an establishment; (40)

(42) „*short-time*” means a temporary reduction in the number of ordinary hours of work owing to the vagaries of the weather, slackness of trade, shortage of railway trucks or raw materials, a breakdown of plant or machinery or a breakdown in the supply of electric power or because the buildings are unfit for use or are in danger of becoming unfit for use; (27)

(43) „*Stonecrushing Industry*”—see clause 1 (2); (26)

(44) „*technical or professional employee*” means an employee who is charged by his employer with the performance of work of a technical or professional character; (44)

(45) „*tool clerk*” means an employee who is engaged in receiving, checking, storing or issuing tools, equipment or spare parts; (15)

(46) „*trailer*” means any conveyance drawn by a motor vehicle; (41)

(47) „*unladen mass*” means the mass of any internal motor vehicle or trailer, that need not be licensed or registered, as indicated in the manufacturer’s specified mass for such vehicle; (35)

- (f) passe, dienssertifikate of tydkaarte uitreik of die indiensneming of ontslag van werknemers registreer;
- (g) tel, nagaan, massameet, afmeet of aanteken;
- (h) telefoniese bestellings van klante ontvang of fakture uitmaak;
- (i) toesig hou oor die versending van goedere;
- (j) tyd- of loonkaarte byhou, liasseer of sorteer; (50)
- (48) „*werknemer graad I*” ’n werknemer wat in een of meer van die volgende hoedanighede of werksaamhede werksaam is:
- (a) ’n Lugkompressor bedien;
- (b) ’n boormasjien, uitgesonderd ’n klopboor, bedien;
- (c) noodhulp- of hospitaallordonnans; (48)
- (49) „*werknemer graad II*” ’n werknemer wat in een of meer van die volgende hoedanighede of werksaamhede werksaam is:
- (a) Ambagsman se assistent;
- (b) die brandstof, olie of water in motorvoertuie nagaan of byvul;
- (c) koekpanspore onder toesig lê of vasbout;
- (d) koekpanne tel;
- (e) kragaangedrewe masjiene of voertuie olie of smeer;
- (f) masjienbediener;
- (g) motorvoertuigbatterye uithaal, laai of terugsit, of sodanige batterye byvul;
- (h) ’n bakhyser bedien;
- (i) ’n klopboor, drukluggraaf of -pik bedien;
- (j) ’n kragaangedrewe pomp bedien;
- (k) ’n kragaangedrewe windas bedien;
- (l) ’n skrapper bedien;
- (m) voertuie deursien wat ’n bedryfsinrigting verlaat;
- (n) wiele, binne- of buitebande van motorvoertuie, laaigrawe of sleepwaens afhaal, terugsit, omruil of herstel en buite of binnebande oppomp; (22)
- (50) „*werkwinkelassistent*” ’n werknemer, uitgesonderd ’n ambagsman, wat onder algemene toesig masjinerie, masjiene, voertuie, gereedskap of ander uitrusting versien, in stand hou, instel of herstel; (51)
- (51) „*wet*” ook die gemene reg. (29)

3. BESOLDIGING

- (1) Die minimumloon wat ’n werkgewer aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal, is dié hieronder uiteengesit—
- (a) *Werknemers, uitgesonderd los werknemers:*

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

- (i) if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;
- (ii) the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received if he had not been employed on such a basis; (29)

(49) “*watchman*” means an employee who guards, protects or patrols goods, premises, buildings, building works or fixed property and who handles dogs in the performance of his duties; (46)

(50) “*works clerk*” means an employee who, under general supervision, performs any one or more of the following duties:

- (a) Assembling orders according to invoice or order form for despatch;
- (b) counting, checking, mass-measuring or recording;
- (c) interpreting or translating Bantu languages;
- (d) issuing passes, certificates of service or time cards or registering the engagement or discharge of employees;
- (e) keeping, filing or sorting time or wage cards;
- (f) making lists of production figures;
- (g) making out delivery notes or consignment notes;
- (h) stamping tickets
- (i) supervising the despatch of goods; (47)
- (j) taking telephone orders from clients or making out invoices;

(51) “*workshop assistant*” means an employee, other than an artisan, who under general supervision repairs, maintains, adjusts or restores machinery, machines, vehicles, tools or other equipment. (50)

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 landdrostrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstad, Somerset-Wes, Springs, Stellenbosch, Strand, Uitenhage, Vanderbijlpark, Vereniging, Wellington, Westonaria, Wonderboom en Wynberg				In die landdrostrikte Bloemfontein, Camperdown, Kimberley, Klerksdorp, Odendaalsrus, Oos-Londen, Pietermaritzburg, Potchefstroom, Virginia, Welkom en Witbank				In die landdrostrikte Balfour, Bethlehem, Brits, Bronkhorstspuit, Delmas, Ermelo, George, Harrismith, Heidelberg (Tvl.), Hoëveldrif, Kliprivier, Kroonstad, Malmesbury, Middelburg (Tvl.), Newcastle, Parys, Pietersburg, Rustenburg en Worcester				In alle ander gebiede					
	Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word		Daarna		Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word		Daarna		Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word		Daarna		Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word		Gedurende die tweede 12 maande nadat hierdie vasstelling bindend word		Daarna	
	Per uur	Per week	Per uur	Per week	Per uur	Per week	Per uur	Per week	Per uur	Per week	Per uur	Per week	Per uur	Per week	Per uur	Per week	Per uur	Per week
	c	R	c	R	c	R	c	R	c	R	c	R	c	R	c	R	c	R
Algemene werker	74	34,04	81	37,26	65	29,90	72	33,12	59	27,14	64	29,44	44	20,24	49	22,54	56	25,76
Ambagsman	234	107,64	257	118,22	208	95,68	228	104,88	190	87,40	205	94,30	140	64,40	156	71,76	179	82,34
Assistent-groefopsigter	187	86,02	205	94,30	166	76,36	182	83,72	151	69,46	164	75,44	112	51,52	125	57,50	143	65,78
Assistent-vergruiserbediener	187	86,02	205	94,30	166	76,36	182	83,72	151	69,46	164	75,44	112	51,52	125	57,50	143	65,78
Chauffeur	94	43,24	103	47,38	83	38,18	91	41,86	75	34,50	82	37,72	56	25,76	62	28,52	72	33,12
Drywer van—																		
(i) 'n ligte motorvoertuig	90	41,40	99	45,54	80	36,80	88	40,48	73	33,58	79	36,34	54	24,84	60	27,60	69	31,74
(ii) 'n medium motorvoertuig	115	52,90	126	57,96	102	46,92	112	51,52	93	42,78	101	46,46	69	31,74	77	35,42	88	40,48
(iii) 'n swaar motorvoertuig	137	63,02	150	69,00	122	56,12	133	61,18	110	50,60	120	55,20	82	37,72	91	41,86	105	48,30
(iv) 'n ekstra-swaar motorvoertuig	155	71,30	170	78,20	138	63,48	151	69,46	125	57,50	135	62,10	92	42,32	103	47,38	118	54,28
Drywer van 'n interne motorvoertuig waarvan die onbelaste massa, saam met die onbelaste massa van enige sleepwa wat deur sodanige voertuig getrek word—																		
(i) hoogstens 15 000 kg is	108	49,68	119	54,74	96	44,16	105	48,30	87	40,02	95	43,70	64	29,44	72	33,12	83	38,18
(ii) meer as 15 000 kg is	137	63,02	150	69,00	122	56,12	133	61,18	110	50,60	120	55,28	82	37,72	91	41,86	105	48,30
Faktotum	119	54,74	130	59,80	106	48,76	116	53,36	96	44,16	104	47,84	71	32,66	79	36,34	91	41,86
Gereedskapklerk—																		
gedurende die eerste jaar ondervinding	88	40,48	97	44,62	79	36,34	86	39,56	72	33,12	78	35,88	54	24,84	60	27,60	68	31,28
gedurende die tweede jaar ondervinding	103	47,38	113	51,98	92	42,32	100	46,00	83	38,18	90	41,40	61	28,08	69	31,74	79	36,34
daarna	117	53,82	129	59,34	104	47,84	114	52,44	94	43,24	103	47,38	70	32,20	78	35,88	90	41,40
Graafmasjienbestuurder, Klas I—																		
gedurende die eerste ses maande ondervinding	144	66,24	158	72,68	128	58,88	140	64,40	116	53,36	126	57,96	86	39,56	96	44,16	110	50,60
daarna	166	76,36	182	83,72	147	67,62	161	74,06	133	61,18	145	66,70	99	45,54	110	50,60	127	58,42
Graafmasjienbestuurder, Klas II—																		
gedurende die eerste ses maande ondervinding	117	53,82	129	59,34	104	47,84	114	52,44	94	43,24	103	47,38	70	32,20	78	35,88	90	41,40
daarna	132	60,72	145	66,70	118	54,28	129	59,34	107	49,22	116	53,36	79	36,34	88	40,48	101	46,46
Groefopsigter	234	107,64	257	118,22	208	95,68	228	104,88	190	87,40	205	94,30	140	64,40	156	71,76	179	82,34
Groepleier	88	40,48	97	44,62	79	36,34	86	39,56	72	33,12	78	35,88	54	24,84	60	27,60	68	31,28

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Durban, Germiston, Good- wood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Paarl, Pinetown, Port Eliza- beth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstown, Somer- set West, Springs, Stellenbosch, Strand, Uitenhage, Vanderbijl- park, Vereeniging, Wellington, Westonaria, Wonderboom and Wynberg				In the Magisterial Districts of Bloemfontein, Camperdown, East London, Kimberley, Klerksdorp, Odendaalsrus, Pie- termaritzburg, Potchefstroom, Virginia, Welkom and Witbank				In the Magisterial Districts of Balfour, Bethlehem, Brits, Bronkhorstspuit, Delmas, Ermelo, George, Harrismith, Heidelberg (Tvl), Highveld Ridge, Klip River, Kroonstad, Malmesbury, Middelburg (Tvl), Newcastle, Parys, Pietersburg, Rustenburg and Worcester				In all other areas					
	During the first 12 months after this Deter- mination be- comes binding		Thereafter		During the first 12 months after this Deter- mination be- comes binding		Thereafter		During the first 12 months after this Deter- mination be- comes binding		Thereafter		During the first 12 months after this Deter- mination be- comes binding		During the second 12 months after this Deter- mination be- comes binding		Thereafter	
	Per hour	Per week	Per hour	Per week	Per hour	Per week	Per hour	Per week	Per hour	Per week	Per hour	Per week	Per hour	Per week	Per hour	Per week	Per hour	Per week
	c	R	c	R	c	R	c	R	c	R	c	R	c	R	c	R	c	R
General worker	74	34,04	81	37,26	65	29,90	72	33,12	59	27,14	64	29,44	44	20,24	49	22,54	56	25,76
Artisan	234	107,64	257	118,22	208	95,68	228	104,88	190	87,40	205	94,30	140	64,40	156	71,76	179	82,34
Assistant quarryman	187	86,02	205	94,30	166	76,36	182	83,72	151	69,46	164	75,44	112	51,52	125	57,50	143	65,78
Assistant crusherman	187	86,02	205	94,30	166	76,36	182	83,72	151	69,46	164	75,44	112	51,52	125	57,50	143	65,78
Chauffeur	94	43,24	103	47,38	83	38,18	91	41,86	75	34,50	82	37,72	56	25,76	62	28,52	72	33,12
Driver of—																		
(i) a light motor vehicle	90	41,40	99	45,54	80	36,80	88	40,48	73	33,58	79	36,34	54	24,84	60	27,60	69	31,74
(ii) a medium motor vehicle	115	52,90	126	57,96	102	46,92	112	51,52	93	42,78	101	46,46	69	31,74	77	35,42	88	40,48
(iii) a heavy motor vehicle	137	63,02	150	69,00	122	56,12	133	61,18	110	50,60	120	55,20	82	37,72	91	41,86	105	48,30
(iv) an extra-heavy motor vehicle	155	71,30	170	78,20	138	63,48	151	69,46	125	57,50	135	62,10	92	42,32	103	47,38	118	54,28
Driver of an internal motor vehicle the unladen mass of which, together with the unladen mass of any trailer that is towed by such vehicle—																		
(i) does not exceed 15 000 kg	108	49,68	119	54,74	96	44,16	105	48,30	87	40,02	95	43,70	64	29,44	72	33,12	83	38,18
(ii) exceeds 15 000 kg	137	63,02	150	69,00	122	56,12	133	61,18	110	50,60	120	55,20	82	37,72	91	41,86	105	48,30
Handyman	119	54,74	130	59,80	106	48,76	116	53,36	96	44,16	104	47,84	71	32,66	79	36,34	91	41,86
Tool clerk—																		
during the first year of experience	88	40,48	97	44,62	79	36,34	86	39,56	72	33,12	78	35,88	54	24,84	60	27,60	68	31,28
during the second year of experience	103	47,38	113	51,98	92	42,32	100	46,00	83	38,18	90	41,40	61	28,08	69	31,74	79	36,34
thereafter	117	53,82	129	59,34	104	47,84	114	52,44	94	43,24	103	47,38	70	32,20	78	35,88	90	41,40
Excavator driver, Class I—																		
during the first six months of experience	144	66,24	158	72,68	128	58,88	140	64,40	116	53,36	126	57,96	86	39,56	96	44,16	110	50,60
thereafter	166	76,36	182	83,72	147	67,62	161	74,06	133	61,18	145	66,70	99	45,54	110	50,60	127	58,42
Excavator driver, Class II—																		
during the first six months of experience	117	53,82	129	59,34	104	47,84	114	52,44	94	43,24	103	47,38	70	32,20	78	35,88	90	41,40
thereafter	132	60,72	145	66,70	118	54,28	129	59,34	107	49,22	116	53,36	79	36,34	88	40,48	101	46,46
Quarryman	234	107,64	257	118,22	208	95,68	228	104,88	190	87,40	205	94,30	140	64,40	156	71,76	179	82,34
Leading hand	88	40,48	97	44,62	79	36,34	86	39,56	72	33,12	78	35,88	54	24,84	60	27,60	68	31,28

	In die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstad, Somerset-Wes, Springs, Stellenbosch, Strand, Uitenhage, Vanderbijlpark, Vereeniging, Wellington, Westonaria, Wonderboom en Wynberg				In die landdrosdistrikte Bloemfontein, Camperdown, Kimberley, Klerksdorp, Odendaalsrus, Oos-Londen, Pietermaritzburg, Potchefstroom, Virginia, Welkom en Witbank				In die landdrosdistrikte Balfour, Bethlehem, Brits, Bronkhorstspuit, Delmas, Ermelo, George, Harrismith, Heidelberg (Tvl.), Hoëveldrif, Kliprivier, Kroonstad, Malmesbury, Middelburg (Tvl.), Newcastle, Parys, Pietersburg, Rustenburg en Worcester				In alle ander gebiede							
	Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word		Daarna		Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word		Daarna		Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word		Daarna		Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word		Gedurende die tweede 12 maande nadat hierdie vasstelling bindend word		Daarna			
	Per uur	Per week	Per uur	Per week	Per uur	Per week	Per uur	Per week	Per uur	Per week	Per uur	Per week	Per uur	Per week	Per uur	Per week	Per uur	Per week	Per uur	Per week
	c	R	c	R	c	R	c	R	c	R	c	R	c	R	c	R	c	R	c	R
Indoena		40,48		44,62		36,34		39,56		33,12		35,88		24,84		27,60		31,28		
Installasiebediener	111	51,06	122	56,12	99	45,54	108	49,68	89	40,94	97	44,62	66	30,36	74	34,04	85	39,10		
Kampongbestuurder	210	96,60	231	106,26	187	86,02	204	93,84	169	77,74	184	84,64	126	57,96	140	64,40	161	74,06		
Ketelbediener	83	38,18	91	41,86	74	34,04	81	37,26	67	30,82	72	33,12	49	22,54	55	25,30	63	28,98		
Klerk—																				
gedurende die eerste jaar ondervinding	95	43,70	104	47,84	84	38,64	92	42,32	77	35,42	83	38,18	57	26,22	63	28,98	73	33,58		
gedurende die tweede jaar ondervinding	113	51,98	123	56,58	100	46,00	109	50,14	92	42,32	99	45,54	68	31,28	75	34,50	87	40,02		
gedurende die derde jaar ondervinding	131	60,26	142	65,32	116	53,36	126	57,96	107	49,22	115	52,90	79	36,34	87	40,02	101	46,46		
gedurende die vierde jaar ondervinding	149	68,54	161	74,06	132	60,72	143	65,78	122	56,12	131	60,26	90	41,40	99	45,54	115	52,90		
daarna	167	76,82	180	82,80	148	68,08	160	73,60	137	63,02	147	67,62	101	46,46	111	51,06	129	59,34		
Onderbaas	83	38,18	91	41,86	74	34,04	81	37,26	67	30,82	72	33,12	49	22,54	55	25,30	63	28,98		
Vergruiserbediener	210	96,60	231	106,26	187	86,02	204	93,84	169	77,74	184	84,64	126	57,96	140	64,40	161	74,06		
Wag		38,18		41,86		34,04		37,26		30,82		33,12		22,54		25,30		28,98		
Werkklerk—																				
gedurende die eerste ses maande ondervinding	86	39,56	95	43,70	77	35,42	84	38,64	70	32,20	76	34,96	52	23,92	58	26,68	66	30,36		
gedurende die tweede ses maande ondervinding	91	41,86	100	46,00	81	37,26	88	40,48	73	33,58	79	36,34	54	24,84	60	27,60	69	31,74		
daarna	95	43,70	104	47,84	84	38,64	92	42,32	77	35,48	83	38,18	57	26,22	63	28,98	73	33,58		
Werknemer graad I—																				
gedurende die eerste drie maande ondervinding	79	36,34	87	40,02	70	32,20	77	35,42	64	29,44	69	31,74	47	21,62	53	24,38	61	28,06		
gedurende die tweede drie maande ondervinding	83	38,18	91	41,86	74	34,04	81	37,26	67	30,82	72	33,12	49	22,54	55	25,30	63	28,98		
daarna	86	39,56	95	43,70	77	35,42	84	38,64	70	32,20	76	34,96	52	23,92	58	26,68	66	30,36		
Werknemer graad II—																				
gedurende die eerste drie maande ondervinding	76	34,96	83	38,18	67	30,82	74	34,04	61	28,06	66	30,36	45	20,70	50	23,00	58	26,68		
daarna	79	36,34	87	40,02	70	32,20	77	35,42	64	29,44	69	31,74	47	21,62	53	24,38	61	28,06		
Werkswinkelassistent—																				
gedurende die eerste ses maande ondervinding	95	43,70	104	47,84	84	38,64	92	42,32	77	35,42	83	38,18	57	26,22	63	28,98	73	33,58		
gedurende die tweede ses maande ondervinding	103	47,38	113	51,98	92	42,32	100	46,00	83	38,18	90	41,40	61	28,06	69	31,74	79	36,34		
daarna	111	51,06	122	56,12	99	45,54	108	49,68	89	40,94	97	44,62	66	30,36	74	34,04	85	39,10		
Werknemer nie elders in hierdie pragraaf uitdruklik vermeld nie	83	38,18	91	41,86	74	34,04	81	37,26	67	30,82	72	33,12	49	22,54	55	25,30	63	28,98		

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Durban, Germiston, Good- wood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Paarl, Pinetown, Port Eli- zabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstown, Some- rset West, Springs, Stellen- bosch, Strand, Uitenhage, Van- derbijlpark, Vereeniging, Wel- lington, Westonaria, Wonder- boom and Wynberg				In the Magisterial Districts of Bloemfontein, Camperdown, East London, Kimberley, Klerksdorp, Odendaalsrus, Pietermaritzburg, Potchef- stroom, Virginia, Welkom and Witbank				In the Magisterial Districts of Balfour, Bethlehem, Brits, Bronkhorstspuit, Delmas, Ermelo, George, Harrismith, Heidelberg (Tvl), Highveld Ridge, Klip River, Kroonstad, Malmesbury, Middelburg (Tvl), Newcastle, Parys, Pietersburg, Rustenburg and Worcester				In all other areas							
	During the first 12 months after this Deter- mination be- comes binding		Thereafter		During the first 12 months after this Deter- mination be- comes binding		Thereafter		During the first 12 months after this Deter- mination be- comes binding		Thereafter		During the first 12 months after this Deter- mination be- comes binding		During the second 12 months after this Deter- mination be- comes binding		Thereafter			
	Per hour	Per week	Per hour	Per week	Per hour	Per week	Per hour	Per week	Per hour	Per week	Per hour	Per week	Per hour	Per week	Per hour	Per week	Per hour	Per week		
	c	R	c	R	c	R	c	R	c	R	c	R	c	R	c	R	c	R		
Induna	40,48		44,62		36,34		39,56		33,12		35,88		24,84		27,60		31,28			
Plant operator	111	51,06	122	56,12	99	45,54	108	49,68	89	40,94	97	44,62	66	30,36	74	34,04	85	39,10		
Compound manager	210	96,60	231	106,26	187	86,02	204	93,84	169	77,74	184	84,64	126	57,96	140	64,40	161	74,06		
Boiler attendant	83	38,18	91	41,86	74	34,04	81	37,26	67	30,82	72	33,12	49	22,54	55	25,30	63	28,98		
Clerk—																				
during the first year of experience	95	43,70	104	47,84	84	38,64	92	42,32	77	35,42	83	38,18	57	26,22	63	28,98	73	33,58		
during the second year of experience	113	51,98	123	56,58	100	46,00	109	50,14	92	42,32	99	45,54	68	31,28	75	34,50	87	40,02		
during the third year of experience	131	60,26	142	65,32	116	53,36	126	57,96	107	49,22	115	52,90	79	36,34	87	40,02	101	46,46		
during the fourth year of experience	149	68,54	161	74,06	132	60,72	143	65,78	122	56,12	131	60,26	90	41,40	99	45,54	115	52,90		
thereafter	167	76,82	180	82,80	148	68,08	160	73,60	137	63,02	147	67,62	101	46,46	111	51,06	129	59,34		
Chargehand	83	38,18	91	41,86	74	34,04	81	37,26	67	30,82	72	33,12	49	22,54	55	25,30	63	28,98		
Crusherhand	210	96,60	231	106,26	187	86,02	204	93,84	169	77,74	184	84,64	126	57,96	140	64,40	161	74,06		
Watchman		38,18		41,86		34,04		37,26		30,82		33,12		22,54		25,30		28,98		
Works clerk—																				
during the first six months of experience	86	39,56	95	43,70	77	35,42	84	38,64	70	32,20	76	34,96	52	23,92	58	26,68	66	30,36		
during the second six months of experience	91	41,86	100	46,00	81	37,26	88	40,48	73	33,58	79	36,34	54	24,84	60	27,60	69	31,74		
thereafter	95	43,70	104	47,84	84	38,64	92	42,32	77	35,48	83	38,18	57	26,22	63	28,98	73	33,58		
Grade I employee—																				
during the first three months of experience	79	36,34	87	40,02	70	32,20	77	35,42	64	29,44	69	31,74	47	21,62	53	24,38	61	28,06		
during the second three months of experience	83	38,18	91	41,86	74	34,04	81	37,26	67	30,82	72	33,12	49	22,54	55	25,30	63	28,98		
thereafter	86	39,56	95	43,70	77	35,42	84	38,64	70	32,20	76	34,96	52	23,92	58	26,68	66	30,36		
Grade II employee—																				
during the first three months of experience	76	34,96	83	38,18	67	30,82	74	34,04	61	28,06	66	30,36	45	20,70	50	23,00	58	26,68		
thereafter	79	36,34	87	40,02	70	32,20	77	35,42	64	29,44	69	31,74	47	21,62	53	24,38	61	28,06		
Workshop assistant—																				
during the first six months of experience	95	43,70	104	47,84	84	38,64	92	42,32	77	35,42	83	38,18	57	26,22	63	28,98	73	33,58		
during the second six months of experience	103	47,38	113	51,98	92	42,32	100	46,00	83	38,18	90	41,40	61	28,06	69	31,74	79	36,34		
thereafter	111	51,06	122	56,12	99	45,54	108	49,68	89	40,94	97	44,62	66	30,36	74	34,04	85	39,10		
Employee not elsewhere specifically mentioned in this paragraph	83	38,18	91	41,86	74	34,04	81	37,26	67	30,82	72	33,12	49	22,54	55	25,30	63	28,98		

(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 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 voorgeskrewe weekloon van 'n werknemer van daardie klas wat volgens ondervinding geregtig is op die hoogste loontarief;
- (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 vir daardie dag met hoogstens 50 per sent verminder kan word ten opsigte van daardie dag.

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

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

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

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

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

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

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

- (i) vyf, in die geval van 'n werknemer wat normaalweg vyf dae per week werk;
- (ii) ses, in die geval van enige ander werknemer.

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

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens klousule 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, twee-weekliks of maandeliks in kontant of per tjek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde kovert of houër wees waarop, of wat vergesel gaan van 'n staat waarop gemeld word—

- (a) die werkgever se naam;
- (b) die werknemer se naam of sy nommer op die betaalstaat en sy klas;
- (c) die getal gewone werkure wat die werknemer gewerk het;
- (d) die getal ure wat die werknemer oortyd gewerk het;
- (e) die getal ure wat die werknemer op 'n Sondag of 'n operbare 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;

(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 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 per cent in respect of such day.

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

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

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

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

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

Provided that—

- (i) this subclause shall not apply where the difference between classes in terms of subclause (1) is based on experience;
- (ii) unless expressly otherwise, provided in a written contract between an employer and his employee, nothing in this determination shall be so construed as to preclude an employer from requiring his employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

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

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

- (i) five, in the case of an employee who normally works a five-day week;
- (ii) six, in the case of any other employee.

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

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque fortnightly or monthly, during the hours of work or within 15 minutes of ceasing work, on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded, or which shall be accompanied by a statement showing—

- (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 or 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;

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

- (i) op die skriftelike versoek van 'n werknemer, die bedrag aan hom verskuldig gestort kan word op sy bouvereniging- of bankrekening deur die werkgewer wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;
 - (ii) voornoemde inligting betreffende tyd gewerk nie verstrek hoef te word aan 'n werknemer wat ingevolge klousule 5 (8) (a) van die werkurebepalings uitgesluit is nie.
- (2) *Los werknemers*.—'n Werkgewer moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal.

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

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

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

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

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

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

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

- (i) sodanige aftrekking hoogstens een derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;
 - (ii) geen aftrekking ten opsigte van korttyd wat deur 'n slapte in die Nywerheid of 'n tekort aan grondstowwe ontstaan, geskied nie tensy die werkgewer sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
 - (iii) geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens die wisselvalligheid van die weer, 'n tekort aan spoorwaens, 'n onklaarraking van installasie of masjinerie of 'n onderbreking in die elektriese kragtoevoer of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;
- (f) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgewer betaal het of onderneem om te betaal het aan—
- (i) enige bankinstelling, bougenootskap, assuransiebesigheid, plaaslike owerheid of geregistreerde finansiële instelling ten opsigte van 'n paaiement op 'n lening wat aan sodanige werknemer toegestaan is om 'n woning te verkry;
 - (ii) enige ander organisasie ten opsigte van 'n woning of huisvesting in 'n tehuis wat sodanige werknemer bewoon indien die woning of tehuis voorsien is deur bemiddeling van sodanige organisasie uitsluitlik of gedeeltelik uit fondse wat vir daardie doel deur die Staat, 'n plaaslike owerheid of 'n bougenootskap voorgeskiet is.

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

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

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

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

- (ii) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (8) (a).

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

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

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

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

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

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

	Per week	Per month
	R	R
(i) Board	3,00	13,00
(ii) Lodging	1,50	6,50
(iii) Board and lodging	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 or shortages of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
- (iii) no deduction shall be made in the case of short-time owing to the vagaries of the weather, a shortage of railway trucks, a breakdown of plant or machinery or a breakdown in the supply of electric power in respect of the first hour not worked or because the buildings are unfit for use or are in danger of becoming unfit for use, unless the employer has given his employee notice on the previous day that no work will be available;

(f) with the written consent of an employee, a deduction of any amount which an employer has paid or has undertaken to pay to—

- (i) any banking institution, building society, insurance company, local authority or registered financial institution in respect of any payment on a loan granted to such employee to procure a dwelling;
- (ii) any other organisation in respect of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided wholly or partly through such organisation from funds advanced for this purpose by the State, a local authority or a building society.

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

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

- (a) in die geval van 'n los werknemer, agt en 'n half op 'n dag;
- (b) in die geval van 'n indoeana en 'n wag—
 - (aa) wat ses dae per week werk—
 - (i) 72 in 'n week van Maandag tot en met Saterdag; en
 - (ii) behoudens subparagraaf (i) hiervan, 12 op 'n dag;
 - (ab) wat vyf dae per week werk—
 - (i) 72 in 'n week van Maandag tot en met Vrydag; en
 - (ii) behoudens subparagraaf (i) hiervan, 14½ op vier dae en 14 op een dag;
- (c) in die geval van alle ander werknemers—
 - (aa) wat ses dae per week werk—
 - (i) 46 in 'n week van Maandag tot en met Saterdag; en
 - (ii) behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigeen van die ander dae tot agt en 'n half verleng kan word;
 - (ab) wat vyf dae per week werk—
 - (i) 46 in 'n week van Maandag tot en met Vrydag; en
 - (ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart op 'n dag.

(2) *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 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) werktidperke 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) as sodanige pouse langer as een uur is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktid te wees;
- (iv) slegs een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;
- (v) wanneer daar, vanweë oortyd wat gewerk word, van 'n werkgewer vereis word om op enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word;
- (vi) 'n drywer van 'n motorvoertuig wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie.

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

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

(5) *Beperking van oortydwerk.*—'n 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 indoeana of 'n wag, 12 uur in 'n week;
- (c) in die geval van alle ander werknemers, 10 uur in 'n week.
- (6) *Vroulike werknemers.*—Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgewer nie van 'n vroulike werknemer vereis of haar toelaat om—
 - (a) tussen 18h00 en 06h00 te werk nie;
 - (b) op meer as vyf dae in 'n week na 13h00 te werk nie;
 - (c) meer as twee uur oortyd op 'n dag te werk nie, behalwe dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk, maar dan só dat die oortydwerk hoogstens 10 uur in enige week is;
 - (d) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;
 - (e) op meer as 60 dae in 'n jaar oortyd te werk nie;
 - (f) 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 ter waarde van minstens 90 sent 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.

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

- (a) in the case of a casual employee, eight and a half on any day;
- (b) in the case of an induna and a watchman—
 - (aa) who works six days per week—
 - (i) 72 in any week from Monday to Saturday, inclusive; and
 - (ii) subject to subparagraph (i) hereof, 12 in any day;
 - (ab) who works five days per week—
 - (i) 72 in any week from Monday to Friday, inclusive; and
 - (ii) subject to subparagraph (i) hereof, 14½ on four days and 14 on one day;
- (c) in the case of all other employees—
 - (aa) who work six days per week—
 - (i) 46 in any week from Monday to Saturday, inclusive; and
 - (ii) subject to subparagraph (i) hereof, eight in 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;
 - (ab) who works five days per week—
 - (i) 46 in any week from Monday to Friday, inclusive; and
 - (ii) subject to subparagraph (i) hereof, nine and a half 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) if such interval is longer than one hour, any period in excess of one and one quarter hours shall be deemed to be time worked;
- (iv) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;
- (v) when on any day by reason of overtime work an employer is required to give an employee a second meal interval such interval may be reduced to not less than 15 minutes;
- (vi) a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this subclause not to have worked during such interval.

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

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

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

- (a) in the case of a casual employee, two hours on any day;
- (b) in the case of an induna or a watchman, 12 hours in any week;
- (c) in the case of any other employee, 10 hours in any week.

(6) *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 13h00;
- (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 to the value of not less than 90c and allowed her sufficient time to have it before she has to commence overtime; or
 - (iii) paid such employee not less than 90c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

- (a) in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op enige dag gewerk;
- (b) in die geval van 'n ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in enige week gewerk.
- (8) *Voorbehoudsbepalings.*—
- (a) Hierdie klousule is nie van toepassing nie op—
- 'n kampongbestuurder;
 - 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en solank so 'n werknemer gereeld 'n loon ontvang van—
- (aa) minstens R850 per maand in die volgende gebiede:
- Transvaal.*—die landdrostrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom en die munisipale gebied van Witbank;
- Kaapprovinsie.*—die landdrostrikte Bellville, Die Kaap, Goodwood, Kuilsrivier, Oos-Londen, Paarl, Port Elizabeth, Simonstad, Uitenhage en Wynberg en die munisipale gebied van Kimberley;
- Natal.*—die landdrostrikte Durban, Inanda, Pinetown en Pietermaritzburg;
- Oranje-Vrystaat.*—die munisipale gebiede van Bloemfontein, Odendaalsrus, Sasolburg, Virginia en Welkom;
- (ab) minstens R775 per maand in die volgende gebiede:
- Transvaal.*—die munisipale gebiede van Middelburg, Nelspruit, Pietersburg, Rustenburg en Secunda;
- Kaapprovinsie.*—die landdrostrikte George, Knysna, Mosselbaai, Oudtshoorn, Somerset-Wes, Stellenbosch, Strand, Vredenburg, Wellington en Worcester en die munisipale gebiede van Grahamstad, King William's Town en Queenstown;
- Natal.*—die landdrostrikte Camperdown, Dannhauser, Dundee, Eshowe, Estcourt, Glencoe, Kliprivier, Lions River, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Port Shepstone en Umzinto;
- Oranje-Vrystaat.*—die munisipale gebiede van Bethlehem, Harrismith en Kroonstad; en
- (ac) minstens R700 per maand in enige gebied wat nie in paragraaf (aa) en (ab) hierbo genoem is nie;
- (b) Subklousules (2), (3), (4) en (5) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.

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 soos volg verleen en moet die werknemer sodanige verlof neem—
- (a) in die geval van 'n indoeana of 'n wag—
- wat ses dae per week werk, 24 agtereenvolgende werkdade; en
 - wat vyf dae per week werk, 20 agtereenvolgende werkdade;
- (b) in die geval van alle ander werknemers—
- wat ses dae per week werk, 18 agtereenvolgende werkdade; en
 - wat vyf dae per week werk, 15 agtereenvolgende werkdade; en moet hy sodanige werknemer ten opsigte van sodanige verlof die volgende betaal—
- in die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag van minstens vier maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het;
 - in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het;
- Met dien verstande dat, by die toepassing van hierdie klousule, die weekloon van 'n werknemer wat stukwerk verrig, bereken word op die grondslag uiteengesit in artikel 20 (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.
- (2) Die verlof by subklousule (1) voorgeskryf, moet verleen en geneem word op 'n tyd wat die werkgever bepaal: Met dien verstande dat—
- as sodanige verlof nie eerder verleen of geneem is nie, dit behoudens subklousule (3), so verleen moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgever en sy werknemer

- (a) in the case of a casual employee, one and one third times his ordinary wage in respect of the total period so worked by such employee on any day;
- (b) in the case of any other employee, one and one third times his ordinary wage in respect of the total period so worked by such employee in any week.
- (8) *Savings.*—
- (a) This clause shall not apply to—
- a compound manager;
 - a senior managerial or administrative employee or a technical or professional employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than—
- (aa) R850 per month in the following areas:
- Transvaal.*—the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom and the municipal area of Witbank;
- Cape Province.*—the Magisterial Districts of Bellville, The Cape, Goodwood, Kuils River, East London, Paarl, Port Elizabeth, Simonstown, Uitenhage and Wynberg and the municipal area of Kimberley;
- Natal.*—the Magisterial Districts of Durban, Inanda, Pinetown and Pietermaritzburg;
- Orange Free State.*—the municipal areas of Bloemfontein, Odendaalsrus, Sasolburg, Virginia and Welkom;
- (ab) R775 per month in the following areas:
- Transvaal.*—the municipal areas of Middelburg, Nelspruit, Pietersburg, Rustenburg and Secunda;
- Cape Province.*—the Magisterial Districts of George, Knysna, Mossel Bay, Oudtshoorn, Somerset West, Stellenbosch, Strand, Vredenburg, Wellington and Worcester and the municipal areas of Grahamstown, King William's Town and Queenstown;
- Natal.*—the Magisterial Districts of Camperdown, Dannhauser, Dundee, Eshowe, Estcourt, Glencoe, Klip River, Lions River, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Port Shepstone and Umzinto;
- Orange Free State.*—the municipal areas of Bethlehem, Harrismith and Kroonstad; and
- (ac) R700 per month in any area not mentioned in paragraphs (aa) and (ab) above.
- (b) Subclauses (2), (3), (4) and (5) shall not apply to an employee while he is engaged in emergency work.

6. ANNUAL LEAVE

- (1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him, leave as follows, and the employee shall take such leave—
- (a) in the case of an induna or a watchman—
- who works six days per week, 24 consecutive work days; and
 - who works five days per week, 20 consecutive work days;
- (b) in the case of all other employees—
- who work six days per week, 18 consecutive work days; and
 - who work five days per week, 15 consecutive work days; and shall pay such employee in respect of such leave—
- in the case of an employee referred to in paragraph (a), an amount of not less than four times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced;
 - in the case of an employee referred to in paragraph (b), an amount of not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced;
- Provided that for the purpose of this clause the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section 20 (5) of the Factories, Machinery and Building Work Act, 1941.
- (2) The leave prescribed in subclause (1) shall be granted and taken at a time to be fixed by the employer: Provided that—
- if such leave has not been granted or taken earlier, it shall save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have

voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer kan verleen en die werknemer dit moet neem met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande:

- (ii) die tydperk van verlof nie mag saamval nie met—

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

(ab) enige tydperk waarin die werknemers kennisgewing van diensbeëindiging ingevolge klousule 12 uitdien; of

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

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

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

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

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

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

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

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

(b) in die geval van 'n werknemer in subklousule (1) (b) bedoel, een vierde van die weekloon,

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van enige tydperk van geleentheidsverlof wat hy op die skriftelike versoek van 'n werknemer aan so 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek: Voorts met dien verstande dat, behoudens klousule 12 (4), 'n werknemer—

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

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

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

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

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

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

(a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 12, 'n werknemer of 'n werkgewer, na gelang van die geval, betaal in plaas van kennis te gee;

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

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b);

(iii) op las of versoek van sy werkgewer;

en wel tot 'n totaal, in enige tydperk van 12 maande, van hoogstens 10 weke; en

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

(i) in die geval van 'n werknemer wat, voordat hierdie vasstelling

agreed thereto in writing before the expiration of the said period of four months, the employer may grant such leave to the employee and the employee shall take such leave as from a date not later than two months after the expiration of the said period of four months;

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

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

(ab) any period during which the employee is serving notice of termination of employment in terms of clause 12; or

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

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

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

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

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

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

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

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

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

(b) in the case of an employee referred to in subclause (1) (b) one fourth;

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of occasional leave granted to an employee at the written request of such employee: Provided further that, subject to clause 12 (4), an employee—

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

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

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal; shall not be entitled to any payment by virtue of this subclause.

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

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

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

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

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b);

(iii) on the instructions or at the request of his employer; amounting in the aggregate in any period of 12 months to not more than 10 weeks; and

(c) any period during which an employee is absent undergoing military training or service in terms 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

bindend geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;

- (ii) in die geval van 'n werknemer wat, voordat hierdie vasstelling bindend geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens; en
- (iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgever in diens getree het of op die datum waarop hierdie vasstelling bindend geword het, en wel op die jongste van die twee datums.
- (8) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgever vir die doel van jaarlikse verlof, te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting of 'n deel van sy bedryfsinrigting sluit vir 21 agtereenvolgende dae plus 'n addisionale dag vir elke dag waarna verwys word in klousule 8 (1) (a) wat binne die tydperk van sluiting val; met dien verstande dat sodanige dag op 'n dag wat gewoonlik 'n werkdag is, val.
- (b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting of deel van 'n bedryfsinrigting waarin hy werksaam is, nie geregtig is nie op die volle tydperk van die jaarlikse verlof by subklousule (1) (b) voorgeskryf moet, ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgever betaal word op die grondslag in subklousule (5) vermeld, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting of deel van die bedryfsinrigting, na gelang van die geval, aldus sluit.

7. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgever 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 werkdag; en
- (b) in die geval van enige ander werknemer, altesaam minstens 24 werkdag.

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

- (i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, 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 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 'n Sondag of Nuwejaarsdag, Goeie Vrydag, of Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag;
 - (c) op die werkdag onmiddellik na die Maandag wat volg op Nuwejaarsdag telkens wanneer hierdie vakansiedag op 'n Sondag val, van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy 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—

became binding, had become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

- (ii) in the case of an employee who was in employment before this determination became binding and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date on which this determination became binding, whichever is the later.
- (8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of 12 months, close his establishment or a portion of his establishment for 21 consecutive days plus an additional day for each day referred to in clause 8 (1) (a) that falls within the period of closure: Provided that such day falls on a day that is normally a work day.
- (b) An employee who, at the date of the closing of an establishment or the portion thereof in which he is employed, is not entitled to the full period of annual leave prescribed in subclause (1) (b) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (5), and for the purpose of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment or the portion of the establishment, as the case may be.

7. SICK LEAVE

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

- (a) in the case of an employee who normally works a five-day week, not less than 20 work days; and
 - (b) in the case of any other employee not less than 24 work days;
- sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

- (i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work day in respect of each completed month of employment;
 - (ii) 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 a Sunday or New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Vow or Christmas Day; or
 - (c) on the work day immediately succeeding the Monday after New Year's Day whenever this holiday falls on a Sunday,
- require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that, when an employee has, during any period of up to eight weeks, received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may, during the period of eight weeks immediately succeeding the last such occasion, require him to produce such a certificate in respect of any absence.
- (3) Where, during the first cycle of 24 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid in respect of only such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken.
- (4) For the purpose of this clause the expression—

- (a) word die uitdrukking „diens” geag te omvat—
- enige tydperk wat ’n werknemer afwesig is—
 - met verlof ingevolge klousule 6;
 - op las of versoek van sy werkgever;
 - met siekteverlof ingevolge subklousule (1);
 en wat in enige tydperk van 12 maande altesaam hoogstens 10 weke beloop; en
 - enige tydperk wat ’n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat ’n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings- of dienstydperk as diens te eis nie,
- en word enige tydperk van diens by dieselfde werkgever onmiddellik voordat hierdie vasstelling bindend geword het, by die toepassing van hierdie klousule geag diens ingevolge hierdie vasstelling te wees, en word alle siekteverlof wat met volle betaling aan so ’n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie vasstelling verleen te wees;
- (b) beteken „ongeskiktheid” onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur ’n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur ’n ongeluk of vergoedingspligtige siekte waarvoor skadeloosstelling kragtens die Ongevalwet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende ’n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.
- (5) *Voorbehoudsbepalings.*—Hierdie klousule is nie van toepassing nie—
- op ’n werknemer op wie se skriftelike versoek ’n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan ’n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 24 werkdag in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande wat die werknemer bydraes betaal, verlaag kan word maar tot minstens die aanwaskoers in die eerste voorbehoudsbepaling van subklousule (1);
 - indien daar by ’n ander wet van ’n werkgever vereis word om ’n werknemer sy volle loon te betaal ten opsigte van ’n tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak.

8. OPENBARE VAKANSIEDAE EN SONDAG

- (1) *Vergoeding vir werk op ’n vakansiedag.*—
- Behoudens klousules 4 (6) en 6 (2), moet ’n werkgever aan sy werknemer as hy nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk nie, of wanneer Nuwejaarsdag op ’n Sondag val en ’n werknemer nie op die Maandag onmiddellik na sodanige Sondag werk nie, minstens sy weekloon betaal vir die week waarin so ’n dag val.
 - Wanneer ’n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, of wanneer Nuwejaarsdag op ’n Sondag val en ’n werknemer op die Maandag onmiddellik na sodanige Sondag werk, moet sy werkgever hom, behoudens klousule 4 (6), vir die week waarin so ’n dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of 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.
- (2) *Vergoeding vir werk op ’n Sondag.*—Wanneer ’n werknemer op ’n Sondag werk, moet sy werkgever of—
- die werknemer—
 - indien hy aldus vir ’n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;
 - indien hy aldus vir ’n tydperk van meer as vier uur werk, teen minstens dubbel sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon betaal, en wel die bedrag wat die grootste is; of
 - hom teen minstens een en ’n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne sewe dae vanaf sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat, waar daar van sodanige werknemer vereis of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, daar geag moet word dat hy vier uur gewerk het.
- (3) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie op ’n los werknemer van toepassing nie;
- (b) Subklousules (1) (b) en (2) is nie van toepassing nie op ’n werknemer wat ingevolge klousule 5 (8) (a) van die werkerebepalings uitgesluit is;

- (a) “employment” shall be deemed to include—
- any period during which an employee is absent—
 - on leave in terms of clause 6;
 - on the instructions or at the request of his employer;
 - 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
 - any period during an employee is absent undergoing military training or service in terms of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training,
- and any period of employment which an employee has had with the same employer immediately before the date on which this determination became binding shall, for the purpose of this clause, be deemed to be employment under this determination, and any such 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) *Provisos.*—This clause shall not apply—
- to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee, in the event of his incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for 24 work days in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate may be reduced but to not less than the rate of accrual set out in the first proviso to subclause (1);
 - if, in respect of any period of incapacity covered by this clause, an employer is required by any other law to pay to an employee his full wages.

8. PUBLIC HOLIDAYS AND SUNDAYS

- (1) *Payment for work on holidays.*—
- 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, or when New Year’s Day falls on a Sunday and an employee does not work on the Monday immediately succeeding such Sunday, his employer shall pay him for the week in which such day falls not less than his weekly wage.
 - Whenever an employee works on New Year’s Day, Good Friday, Ascension Day, Republic Day, the Day of the Vow or Christmas Day, or when New Year’s Day falls on a Sunday and an employee works on the Monday immediately succeeding such Sunday, his employer shall, save as provided in clause 4 (6), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage for each hour or part of an hour worked by the employee in the aggregate 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.
- (2) *Payment for work on Sundays.*—Whenever an employee works on a Sunday, his employer shall either—
- pay the employee—
 - if he so works for a period not exceeding four hours, not less than his daily wage;
 - if he so works for a period exceeding four hours, at a rate not less than double his ordinary wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or
 - pay him at a rate not less than one and one third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within seven days of such Sunday one day’s leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.
- (3) *Provisos.*—(a) This clause shall not apply to a casual worker;
- (b) Subclauses (1) (b) and (2) shall not apply to an employee who is excluded from the hours of work provisions by virtue of clause 5 (8) (a).

9. STUKWERK

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

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

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

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

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

10. VERBOD OF INDIENSNEMING

'n Werk-gewer mag niemand onder die leeftyd van 15 jaar in diens neem nie.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werk-gewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werk-gewer: Met dien verstande dat 'n werk-gewer van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende klere te was of te was en te stryk en in so 'n geval moet die werk-gewer so 'n werknemer 'n toelae van minstens 60 sent per week betaal.

12. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werk-gewer 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 werk-gewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werk-gewer, na gelang van die geval, te betaal—

(i) in die geval van een werkdag kennisgewing, minstens die dag-loon wat die werknemer ten tyde van sodanige beëindiging ont-vang;

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

- (i) die reg van 'n werk-gewer of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werk-gewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;

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

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

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

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

- (i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwe-

9. PIECE-WORK

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

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

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

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

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

10. PROHIBITION OF EMPLOYMENT

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is required to provide for his employee, and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash or wash and iron any such uniform, overall or protective clothing, in which event the employer shall pay such employee an allowance of not less than 60c every week.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

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

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

Provided that this shall not affect—

- (i) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
- (iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts:

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

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

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

- (i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted

sigheid met verlof ingevolge klousule 7 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 (5) (a) of (b) en wel tot 'n totaal, in enige tydperk van 12 maande, van hoogstens 10 weke.

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

13. DIENSSERTIFIKAAT

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

DIENSSERTIFIKAAT

Ek/Ons (a)
 wat die Klipvergruingsnywerheid beoefen te
 sertifiseer hiermee dat
 by my/ons (a) in diens was vanaf die dag van
 19.....tot die dag van
 19.....in die klas van (b)
 By beëindiging van diens was sy/haar (a) loon
 rand.....sent per week/maand (a).

(Handtekening van werkgever of
 gemagtigde verteenwoordiger)

Datum

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

14. LOGBOEK

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

DAAGLIKSE LOG

Naam van werkgever
 Naam van drywer van motorvoertuig
 Datum
 Tyd waarop werk begin het
 Tyd waarop werk opgehou het
 Getal ure gewerk
 Etenspouse vantot
 Besonderhede omtrent enige ongeluk of vertraging
 Name van ander werknemers wat drywer op motorvoertuig vergesel het

(Handtekening van drywer
 van motorvoertuig)

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

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

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

(KENNISGEWING.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 352, gepubliseer by Goewermmentskennisgewing R.577 van 13 April 1973, soos gewysig by Goewermmentskennisgewing R.349 van 11 Maart 1977.)

in terms of clause 7 or any period of military training or service which an employee is undergoing in terms 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 (5) (a) or (b), amounting in the aggregate, in any period of 12 months, to not more than 10 weeks.

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

13. CERTIFICATE OF SERVICE

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

CERTIFICATE OF SERVICE

I/We (a)
 carrying on trade in the Stonecrushing Industry at
 hereby certify that
 was employed by me/us (a) from the day of
 19.....to the day of
 19.....as (b)
 At the termination of employment his/her (a) wage was
 rand.....cents per week/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, driver, general worker.

14. Log-Book

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

DAILY LOG

Name of employer
 Name of driver of motor vehicle
 Date
 Time of starting work
 Time of finishing work
 Number of hours worked.....Meal interval from.....
 to.....
 Particulars of any accident or delay
 Names of other employees who accompanied driver on motor vehicle.....

(Signature of driver of
 motor vehicle)

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

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

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

(NOTE.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supercedes Wages Determination 352, published under Government Notice R.577 of 13 April 1973, as amended by Government Notice R.349 of 11 March 1977.)

R.1818]

[4 September 1981

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941KLIPVERGRUISINGSNYWERHEID, REPUBLIEK
VAN SUID-AFRIKA

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekrag, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepaling van die Loonvasstelling vir die Klipvergruisingsnywerheid, Republiek van Suid-Afrika, gepubliseer by Goewermentskennisgewing R.1817 van 4 September 1981, oor die algemeen vir die werknemers wie se werke 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 bepaling van genoemde Wet.

S. P. BOTHA
Minister van Mannekrag

R.1818]

[4 September 1981

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941STONECRUSHING INDUSTRY, REPUBLIC OF
SOUTH AFRICA

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 Stonecrushing Industry, Republic of South Africa, published under Government Notice R.1817 of 4 September 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 hereby, than the relative provisions of the said Act.

S. P. BOTHA
Minister of Manpower

INHOUD

Departement van Mannekrag

GOEWERMENTSKENNISGEWINGS

No.		BLADSY
R.1817	Loonwet, 1957: Loonvasstelling 417: Klipvergruisingsnywerheid, Republiek van Suid-Afrika	1
R.1818	Wet op Fabriek, Masjinerie en Bouwerk, 1941: Klipvergruisingsnywerheid, Republiek van Suid-Afrika	19

CONTENTS

Department of Manpower

GOVERNMENT NOTICES

No.		PAGE
R.1817	Wage Act, 1957: Wage Determination 417: Stone-crushing Industry, Republic of South Africa	1
R.1818	Factories, Machinery and Building Work Act, 1941: Stonecrushing Industry, Republic of South Africa	19