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**VAN DIE REPUBLIEK VAN SUID-AFRIKA**  
**REPUBLIC OF SOUTH AFRICA**  
**GOVERNMENT GAZETTE**

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**GOEWERMENSKENNISGEWING**

**DEPARTEMENT VAN MANNEKRAM**

No. R. 978

11 Mei 1984

**WET OP ARBEIDSVERHOUDINGE, 1956**

**STUWADOORSBEDRYF.—ORDER**

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, bepaal hierby, kragtens artikel 51A (3) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Order wat ek kragtens artikel 51A (2) van daardie Wet ten opsigte van die Stuwadoorsbedryf gemaak het, en wat in die Bylae hiervan verskyn, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing bindend is vir alle werkgewers en werknemers in genoemde bedryf wat daardeur geraak word.

P. T. C. DU PLESSIS, Minister van Mannekrag.

**BYLAE**

**1. GEBIED EN OMVANG VAN DIE ORDER**

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

**2. WOORDOMSKRYWING**

(1) Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie Order gebesig en in die Wet op Arbeidsverhoudinge, 1956, omgeskryf word, dieselfde betekenis as in daardie Wet, en tensy onbestaanbaar met die sinsverband, beteken—

“bediener van 'n mobiele hystoestel” ’n werknemer wat 'n kraagangedrewe mobiele hystoestel bedien wat by die laai, aflaai, versif of opstapel van goedere gebruik word;

“daagliks werkneem” ’n werknemer wat by die dag in diens geneem word om die werk van 'n stuwadoor, windsasman, gangboordman, indoena of serang, graanstuwer of vragbinder te verrig, en wat nie in enige week op meer as drie dae in diens geneem kan word nie en wat skofie mag werk;

“drywer van 'n motorvoertuig” ’n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordomskrywing omvat die uitdrukking “'n motorvoertuig dryf” alle typerke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle typerke wat hy verplig is om op sy pos te bly gereed om te dryf;

“gangboordman” ’n werknemer wat aanwysingstekens aan 'n kraan-drywer of windsasman gee en wat daarbenewens kan help om laaibome op te hys, neer te laat of te stel of om yangblokke te manipuleer;

**GOVERNMENT NOTICE**

**DEPARTMENT OF MANPOWER**

No. R. 978

11 May 1984

**LABOUR RELATIONS ACT, 1956**

**STEVEDORING TRADE.—ORDER**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 51A (3) of the Labour Relations Act, 1956, determine that the provisions of the Order made by me in terms of section 51A (2) of the Act in respect of the Stevedoring Trade and which appears in the Schedule hereto, shall be binding with effect from the second Monday after the date of publication of this notice upon all employers and employees in the said trade who are affected thereby.

P. T. C. DU PLESSIS, Minister of Manpower.

**SCHEDULE**

**1. AREA AND SCOPE OF ORDER**

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

**2. DEFINITIONS**

(1) Unless the context otherwise indicates, any expression which is used in this Order and which is defined in the Labour Relations Act, 1956, has the same meaning as in that Act and, unless inconsistent with the context—

“Area A” means the Magisterial District of The Cape;  
“Area B” means the Magisterial District of Port Elizabeth;  
“Area C” means the Magisterial District of East London;  
“Area D” means the Magisterial District of Durban;

“cleaning” means cleaning of decks, galleries, ‘tween decks, hatches and/or holes and the removal of rubbish and any lashing gear which may be required to be removed from a vessel, including the washing by fresh or salt water of any space in such vessel that may be required to be washed;

“daily employee” means a casual employee engaged by the day to perform the work of a stevedore hand, winchman, gangwayman, induna or serang, grain-trimmer or lasher-securer, and who may not be employed on more than three days in any week and who may work shifts;

“driver of a motor vehicle” means an employee who is engaged in driving a motor vehicle, and for the purposes 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;

"Gebied A" die landdrosdistrik Die Kaap;  
 "Gebied B" die landdrosdistrik Port Elizabeth;  
 "Gebied C" die landdrosdistrik Oos-Londen;  
 "Gebied D" die landdrosdistrik Durban;

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

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

"loon" die bedrag wat ingevolge klosule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos in klosule 4 voorgeskryf: Met dien verstaande dat as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as in klosule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

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

"skoonmaak" die skoonmaak van dekke, kombuise, tussendekke, luuke en/of openinge en die verwydering van afval en enige bindtoerusting wat van 'n vaartuig verwyder moet word, insluitende die was met vars- of soutwater van enige ruimte in sodanige vaartuig wat gewas moet word;

"stuwadoor" 'n werknemer wat een of meer van die volgende werkzaamhede op 'n skip verrig:

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

(2) die vasmaak of verwydering van bokseile oor luikdeksels of dek-vrag;

(3) stumateriaal in posisie plaas of dit verwyder;

(4) die verskuiwing van enigets wat die aflaai, laai of stu van enige vrag kan beperk of belemmer;

(5) die haal van vrag uit die ruim of van die dek van 'n skip, die laai van sodanige vrag op laaislingers of -platforms, of die vasmaak van sodanige vrag op ander toestelle voordat die vrag deur hyskraan of laairome wat deur 'n windas gewerk word, opgeghys en verwyder word; laairome wat op 'n skip vervoer, of die stu, opstapel of vasmaak van sodanige vrag;

(6) die verwydering van vrag van laaislingers, laaiplatforms of ander toestelle wat gebruik word om sodanige vrag na die dek of ruim van 'n skip te vervoer, of die stu, opstapel of vasmaak van sodanige vrag;

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

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

(9) die aanhaak van laaislingers, laaiplatforms of ander toestelle aan die hyskabel van 'n kraan of windas of die afhaak van sodanige kabels van vragte wat op 'n skip neergelaat word;

(10) die oopmaak van houers wat vrag bevat wat as los vrag gelaai moet word, of die leegmaak van sodanige houers in die ruim van die skip;

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

(12) enige werk in die algemeen wat nodig is vir die doeltreffende uitvoering van die stuwadoorswerkzaamhede wat in subparagrafe (1) tot (11) van hierdie woordomskrywing vermeld word maar wat nie elders in hierdie subklosule omskryf is nie;

en van wie vereis kan word om op die kaai enige stuwadoorsuitrusting of -toestelle wat die eiendom van sy werkgewer is, bymekaar te maak, te laai, af te laai, in stand te hou of gereed te maak en om sodanige uitrusting na die pakhuis terug te neem;

"stuwadoorsbedryf"—

(1) die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om skepe te laai of af te laai of skepe te laai en af te laai, en dit omvat ook alle werkzaamhede wat daarmee in verband staan of daaruit voortvloeи, afgesien daarvan of sodanige werkzaamhede op 'n skip of aan wal verrig word, en dit sluit alle werkzaamhede in wat deur 'n stuwadoor uitgevoer word;

(2) die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om uit die gelede van sodanige werkgewers dié arbeid te verskaf wat die werkgewers in subparagraaf (1) hiervan bedoel of ander persone nodig kan hê vir 'n werkzaamheid in subparagraaf (1) hiervan bedoel;

en vir die doel van hierdie omskrywing omvat die uitdrukking "laai" ook die stu of herstu van vrag;

"vragbinder" 'n werknemer betrokke by die vasbind en vasmaak van enige vrag, ongeag of dit algemeen, gepalletiseer, staal, houers of die inhoud van houers of enige ander kommoditeit wat in 'n vaartuig of houer vervoer word, ten opsigte waarvan die skeepsgesagvoerder kan vereis dat dit volgens sy spesifikasies vasgemaak word;

"weeklikse werknemer" 'n ander werknemer as 'n daaglikske werknemer;

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

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

"guaranteed pay employee" means an employee who is guaranteed payment for at least 36 hours per week to perform the work of a stevedore hand, winchman, gangwayman, induna or serang, grain-trimmer or lasher-securer, regardless of the amount of time he actually works in any week;

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

"lasher-securer" means an employee engaged in the lashing and securing of any cargo, be it general, palletised, steel, containers or the content of containers, or any other commodity carried on a vessel or in a container, which the ship's master may require to be secured to his specification;

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

"motor vehicle" means any power-driven vehicle used for conveying goods and includes a mechanical horse and a tractor but does not include a mobile hoist;

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

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

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

(3) placing in position or removing dunnage;

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

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

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

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

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

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

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

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

(12) generally any work which may be necessary for the efficient performance of the stevedoring operations referred to in subparagraph (1) to (11) of this definition but not elsewhere defined in this subclause;

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

"stevedoring trade" means—

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

(2) the trade in which employers are associated with their employees for the purpose of supplying from among such employees such labour as may be required by employers referred to in subparagraph (1) hereof or by any other persons for any activity or operation mentioned in subparagraph (1) hereof;

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

"werkneemers met gewaarborgde besoldiging" 'n werkneemers vir wie besoldiging vir ten minste 36 uur per week gewaarborg word om die werk van 'n stuwdoor, windasman, gangboordman, indoena of serang, graanstuwer of vragbinder te verrig, ongeag van die werklike tyd wat hy elke week werk;

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

(2) By die toepassing van hierdie Order word 'n werkneemers geag in dié klas te wees waarin hy uitsluitlik van hoofsaaklik werkzaam is.

### 3. BESOLDIGING

(1) *Minimumloon.*—Die minimumloon wat 'n werkewer aan elke lid van ondergenoemde klasse werkneemers in sy diens moet betaal, is dié hieronder uiteengesit:

(a) Daagliks werkneemers:

	In gebied A	In gebied B	In gebied C	In gebied D
	R	R	R	R
Gangboordman.....	20,61	19,70	19,20	19,89
Graanstuwer .....	20,13	—	20,70	20,89
Induna of Serang .....	28,12	24,50	23,00	23,00
Vragbinder.....	19,13	13,00	13,00	16,00
Stuwdoor.....	19,13	18,20	18,20	18,65
Windasman .....	20,61	23,00	19,20	21,13

(b) Weeklikse werkneemers:

	In gebied A	In gebied B	In gebied C	In gebied D
	R	R	R	R
Drywer van motorvoertuig	140,60	122,50	115,00	131,65
Gangboordman .....	103,05	98,50	96,00	99,45
Graanstuwer .....	103,05	—	103,50	99,45
Induna of Serang .....	140,60	122,50	115,00	115,00
Vragbinder.....	95,65	65,00	65,00	80,00
Bediener van 'n mobiele histoestel	140,60	122,50	115,00	125,00
Stuwdoor.....	95,65	91,00	91,00	93,25
Windasman .....	103,05	115,00	96,00	105,65

(c) Werkneemers met gewaarborgde besoldiging:

	In gebied A	In gebied B	In gebied C	In gebied D
	R	R	R	R
Gangboordman .....	87,29	77,08	77,08	84,24
Graanstuwer .....	87,29	—	77,08	84,24
Induna of Serang .....	140,60	122,50	115,00	97,41
Vragbinder.....	81,02	—	—	64,00
Stuwdoor.....	81,02	77,08	77,08	78,98
Windasman .....	87,29	115,00	77,08	89,49

Indien 'n werkneemers met gewaarborgde besoldiging in enige week meer as 36 uur werk (of 27 uur in die geval van 'n vragbinder), word hy teen die hoër koers gespesifieer in klousule 3 (1) (b) betaal of, in die geval van 'n vragbinder, teen die daagliks koers gespesifieer in klousule 3 (1) (a), vir elke ekstra dag.

(2) *Spesiale vragtoelaes* (alle beroepe uitgesondert dié van vragbinder).—(a) Benewens die lone in klousule 3 (1) (a), (b) en (c), moet 'n werkneemers van wie op enige dag vereis word—

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

(ii) om andersins sy pligte in 'n vrieskamer of met betrekking tot giftige vrag in die ruim van 'n skip te verrig,

vir sodanige werk wat op dié dag verrig word, die toelaes betaal word wat hieronder uiteengesit word:

	R
Vir die hantering van vrag of die uitvoering andersins van sy pligte in 'n vrieskamer	1,00
Vir die hantering van vrag in 'n koelkamer .....	1,00
Vir die hantering van los vrag .....	1,00
Vir die hantering van vuil vrag .....	1,00
Vir die hantering van giftige vrag of vir die uitvoering andersins van sy pligte met betrekking tot sodanige vrag	1,00

Met dien verstande dat waar bevore vis in 'n vrieskamer hanteer word, die toelaes R2,75 sal wees: Met dien verstande voorts dat waar asbes hanteer word, die toelaes R1,50 sal wees.

"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 4: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it shall mean such higher amount;

"weekly employee" means an employee other than a daily employee;

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

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

### 3. REMUNERATION

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

(a) Daily employees:

	In Area A	In Area B	In Area C	In Area D
	R	R	R	R
Gangwayman .....	20,61	19,70	19,20	19,89
Grain Trimmer .....	20,13	—	20,70	20,89
Induna or Serang .....	28,12	24,50	23,00	23,00
Lasher Securer.....	19,13	13,00	13,00	16,00
Stevedoring Hand.....	19,13	18,20	18,20	18,65
Winchman .....	20,61	23,00	19,20	21,13

(b) Weekly employees:

	In Area A	In Area B	In Area C	In Area D
	R	R	R	R
Driver of a motor vehicle ..	140,60	122,50	115,00	131,65
Gangwayman .....	103,05	98,50	96,00	99,45
Grain Trimmer .....	103,05	—	103,50	99,45
Induna or Serang .....	140,60	122,50	115,00	115,00
Lasher Securer.....	95,65	65,00	65,00	80,00
Mobile Hoist Operator ..	140,60	122,50	115,00	125,00
Stevedoring Hand .....	95,65	91,00	91,00	93,25
Winchman .....	103,05	115,00	96,00	105,65

(c) Guaranteed pay employees:

	In Area A	In Area B	In Area C	In Area D
	R	R	R	R
Gangwayman .....	87,29	77,08	77,08	84,24
Grain Trimmer .....	87,29	—	77,08	84,24
Induna or Serang .....	140,60	122,50	115,00	97,41
Lasher Securer.....	81,02	—	—	64,00
Stevedoring Hand .....	81,02	77,08	77,08	78,98
Winchman .....	87,29	115,00	77,08	89,49

Should a guaranteed pay employee work more than 36 hours in any week (or 27 hours in the case of a lasher-securer), he shall be paid at the higher rate specified in clause 3 (1) (b) or, in the case of a lasher-securer, at the daily rate specified in clause 3 (1) (a), for each additional day.

(2) *Special cargo allowances* (all occupations except lashing and securing).—(a) In addition to the wages prescribed in clause 3 (1) (a), (b) and (c), any employee who is required on any day—

(i) to handle bulk, dirty or toxic cargo in the hold of a ship or cargo in a cool chamber or a freezing chamber; or

(ii) to otherwise perform his duties in a freezing chamber or in relation to toxic cargo in the hold of a ship,

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

	R
For handling cargo or otherwise performing duty in a freezing chamber	1,00
For handling cargo in a cool chamber .....	1,00
For handling bulk cargo .....	1,00
For handling dirty cargo .....	1,00
For handling toxic cargo or otherwise performing his duty in relation to such cargo	1,00

Provided that where frozen fish is handled in a freezing chamber the allowance shall be R2,75: Provided further that where asbestos is handled the allowance shall be R1,50.

(b) Die toelaes betaalbaar ingevolge klosule 3 (2) (a) moet betaal word ten opsigte van enige dag waarop die werknemer sodanige vrag aldus hanter of andersins sy pligte aldus uitvoer, ongeag die tyd (oorwyd inbegrepe) aan sodanige werk bestee: Met dien verstande dat as 'n werknemer op enige dag vir verskillende toelaes kwalifiseer, hy slegs een toelaes betaal word, naamlik die hoogste.

(3) *Beskikbaarheid vir werk.*—Behoudens die bepalings van klosule 4 (4) word 'n werknemer sy volle daagliks vergoeding betaal vir sy gewone werkure soos voorgeskryf by klosule 5 vir elke dag van Maandag tot en met Vrydag: Met dien verstande dat as 'n daagliks werknemer op enige dag van Maandag tot en met Vrydag gewerf word vir werk en op die tyd wanneer die werk moet begin, aanmeld by die plek waar die werk verrig moet word en hy deur omstandighede (behalwe siekte) buite sy beheer verhoed word om met die werk te begin of voort te gaan, hy ten opsigte van daardie dag—

(a) indien daar van hom vereis word om te werk of om beskikbaar te wees vir werk tot nie later nie as die begin van die etenspouse gedurende gewone werkure van sodanige dag, minstens twee derdes van sy daagliks loon betaal moet word; en

(b) indien daar van hom vereis word om tot na die begin van sodanige etenspouse te werk of beskikbaar te wees vir werk, minstens sy volle daagliks loon betaal moet word.

(4) *Laai.*—'n Werkgever kan van sy werknemer vereis om op enige dag ten opsigte van die laai of aflaai van meer as een skip te werk.

(5) *Berekening van lone.*—(a) Die daagliks loon van 'n werknemer, uitgesonderd 'n daagliks werknemer, is sy weeklikse loon gedeel deur vyf.

(b) Die maandelikske loon van 'n werknemer is vier en 'n derde keer sy weeklikse loon.

(6) *Kontrakbasis.*—By die toepassing van hierdie klosule is die dienskontrak van 'n werknemer, uitgesonderd 'n daagliks werknemer, op 'n weeklikse basis en behoudens die bepalings van klosule 4 (4) word 'n werknemer vir 'n week minstens die volle weeklikke loon betaal soos voorgeskryf by klosule 3 (1), gelees met klosule 3 (7) (b), vir 'n werknemer in sy klas in die gebied waarin hy werk, ongeag of hy in daardie week die maksimum getal gewone werkure soos op hom van toepassing ingevolge klosule 5 of minder gewerk het: Met dien verstande dat 'n werknemer met gewaarborgde besoldiging, indien hy daardie week minder as 36 uur gewerk het, vir 'n minimum van 36 uur per week betaal word.

(7) *Differensiële loon.*—(a) Behalwe waar 'n skriftelike kontrak tussen die werkgever en sy werknemer uitdruklik anders bepaal, word niksoorts hierdie Order so uitgelê dat dit 'n werkgever verhinder om van 'n werknemer te vereis om werk van 'n ander klas waarvoor dieselfde of 'n laer loon voorgeskryf is as dié wat vir sodanige werknemer voorgeskryf is, te verrig nie.

(b) 'n Werkgever wat 'n werknemer in diens neem om enige klas werk te verrig waarvoor daar by klosule 3 (1) (a), (b) of (c) 'n loon voorgeskryf is, en wat gedurende enige dag van sodanige werknemer vereis om werk in 'n klas waarvoor 'n hoër loon by genoemde subklosules voorgeskryf is, te verrig moet—

(i) indien daar van die werknemer vereis word om sodanige werk van 'n ander klas vir langer as vier uur op daardie dag te verrig, sodanige werknemer nie minder as sodanige hoër loon vir die volle dag betaal nie; en

(ii) indien daar van die werknemer vereis word om sodanige werk van 'n ander klas vir langer as een uur maar nie langer as vier uur nie te verrig, sodanige werknemer vir daardie dag minstens die helfte van die daagliks loon voorgeskryf vir 'n werknemer in sy klas, plus die helfte van die daagliks loon voorgeskryf vir 'n werknemer van sodanige ander klas, betaal.

(8) *Reistroelaes en vervoer.*—Wanneer daar van 'n werknemer bedoel in klosule 3 (1) (a), (b) of (c) in Gebied A deur sy werkgever vereis word om te gaan na 'n werkplek verder as 20 km van sy normale werkplek, moet sy werkgever, benewens enige ander besoldiging wat aan hom betaalbaar is—

(a) hom van een gratis maaltyd per dag voorsien of hom in plaas van sodanige maaltyd 'n toelaes van R0,50 betaal;

(b) hom voorsien van gratis vervoer na sodanige werkplek; en

(c) hom 'n reistroelaes per dag betaal wat nie minder as die volgende is nie:

	R
Windassmanne en gangboordmannne .....	1,00
Stuadore .....	1,00
Ander werknemers .....	1,00

(9) *Werk op ander plekke (vragbinders uitgesluit).*—Wanneer daar van 'n werknemer bedoel in klosule 3 (1) (a), (b) of (c) in Gebied D deur sy werkgever vereis word om op 'n ander plek in Gebied D as The Point of Maydonkaai te gaan werk, moet sy werkgever, benewens enige ander besoldiging wat aan hom betaalbaar is—

- (a) hom voorsien van een gratis maaltyd per dag;
- (b) hom voorsien van gratis vervoer na en van sodanige werkplek;
- (c) hom vir elke dag 'n reistroelaes van minstens R2,00 betaal.

(b) The allowances payable in terms of clause 3 (2) (a) shall be paid in respect of any day on which the employee so handles such cargo or otherwise so performs his duty, irrespective of the time (including overtime) spent on such work: Provided that, if on any day an employee qualifies for different allowances, he shall be paid only one allowance, namely the higher allowance.

(3) *Availability for work.*—Subject to the provisions of clause 4 (4), a daily employee shall be paid his full daily remuneration for his ordinary hours of work prescribed in clause 5 for each day from Monday to Friday, inclusive: Provided that if on any day from Monday to Friday, inclusive, a daily employee is recruited to work and reports at the place at which work is to be performed at the time work is due to commence, and such employee is prevented from commencing or continuing work through circumstances (other than sickness) beyond his control, he shall in respect of that day be paid—

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

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

(4) *Loading.*—An employer may require his employee to work in connection with the loading or unloading of more than one ship on any day.

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

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

(6) *Basis of contract.*—For the purpose of this clause, the contract of employment of an employee, other than a daily employee, shall be on a weekly basis and, save as provided in clause 4 (4), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in clause 3 (1) read with clause 3 (7) (b), 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: Provided that a guaranteed pay employee shall be paid for a minimum of 36 hours per week if he has worked less than 36 hours in that week.

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

(b) An employer who engages an employee to perform any class of work for which a wage is prescribed in clause 3 (1) (a), (b) or (c) who and during any day requires such employee to perform work of another class for which a higher wage is prescribed in the said subclauses, shall—

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

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

(8) *Travelling allowances and transport.*—Whenever an employee referred to in clause 3 (1) (a), (b) or (c) in Area A is required by his employer to proceed to a place of work more than 20 km from his normal place of work, his employer shall, in addition to any other remuneration payable to him—

(a) provide him with one meal per day free of charge or pay him an allowance of R0,50 in lieu of such meal;

(b) provide him with transport to such place of work, free of charge; and

(c) pay him a travelling time allowance per day of not less than the following:

	R
Winchmen and gangwaymen.....	1,00
Stvedore hands .....	1,00
Other employees .....	1,00

(9) *Distant work (excluding lashing and securing).*—Whenever an employee referred to in clause 31 (1) (a), (b) or (c) in Area D is required by his employer to proceed to work elsewhere in Area D than at The Point or Maydon Wharf, his employer shall, in addition to any other remuneration payable to him—

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

(b) provide him with free transport to such place of work and back;

(c) pay him for each day a travelling allowance of not less than R2,00.

#### 4. BETALING VAN BESOLDIGING

(1) *Weeklikse werknemer.*—Behoudens die bepalings van klosule 7 moet 'n bedrag wat 'n weeklikse werknemer toekom, weekliks kontant aan hom betaal word, of indien die werkgever en sy werknemer so ooreengekom het, maandeliks kontant of per tjeuk gedurende werkure of binne 30 minute nadat werk gestaak is, op die onderneeming se gewone betaaldag vir sodanige werknemer, of by beëindiging van diens, indien dit voor die gewone betaaldag plaasvind.

(2) *Daaglikske werknemer.*—Enige bedrag wat 'n daaglikske werknemer toekom, moet elke dag tydens werkure of 30 minute nadat werk gestaak is, in kontant aan die werknemer betaal word. Met dien verstande dat 'n werkgever kan reël dat sodanige werknemer elke week op die onderneeming se gewone betaaldag enige bedrae wat die werknemer toekom ten opsigte van werk wat gedurende die voorafgaande sewe dae verrig is, betaal word.

(3) *Premies.*—Geen betaling sal direk óf indirek aan 'n werknemer gemaak of deur hom aanvaar word ten opsigte van die indiensname of opleiding van 'n werknemer nie.

(4) *Aftrekings.*—'n Werkgever mag sy werknemer geen boetes oplê nie en geen aftrekings van sy werknemer se besoldiging maak nie. Met dien verstande dat hy die volgende kan maak:

(a) Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir vakansie, siektevoordele, versekering, spaargeld, voorsieningsfonds of pensioenfonds of ledegeld vir vakverenigings;

(b) uitgesonderd waar hierdie Order anders bepaal, wanneer 'n werknemer ook al afwesig is van werk, behalwe in opdrag of op versoek van sy werkgever, 'n aftrekking in verhouding tot die tydperk wat hy afwesig was en bereken op die basis van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het;

(c) 'n aftrekking van 'n bedrag wat 'n werkgever by wet of op bevel van enige bevoegde hof verplig of toegelaat word om te maak;

(d) met die skriftelike toestemming van 'n werknemer, 'n aftrekking van 'n bedrag wat 'n werkgever betaal het, of onderneem het om te betaal, aan enige munisipale raad of ander plaaslike owerheid ten opsigte van die huur van 'n huis of akkommodasie wat deur sodanige werknemer geokkupeer word, in 'n hostel in 'n lokasie of Swart dorp onder die beheer van sodanige raad of ander plaaslike owerheid.

#### 5. WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK EN WERK OP SATERDAE EN SONDAE

(1) *Gewone Werkure* (alle beroepe behalwe dié van vragbinder).—'n Werkgever mag nie van 'n werknemer met uitsondering van 'n werknemer betrokke by vasbind en vasmaak, vereis of hom toelaat om meer gewone ure te werk nie as 8 uur en 30 minute, tussen—

(a) 05h45 en 14h15 op enige dag van Maandag tot en met Vrydag; of

(b) 13h45 en 22h15 op enige dag van Maandag tot en met Vrydag; of

(c) 21h45 op een dag en 06h15 op die volgende dag, van Maandag tot en met Vrydag;

Met dien verstande dat—

(i) 42,5 uur in enige week van Maandag tot en met Vrydag nie oorskry word nie;

(ii) behoudens klosule 5 (7) alle gewone werkure op enige dag of skof aaneenlopend is;

(iii) 'n werknemer geag word te begin werk op die tyd waarop daar van hom vereis word om teenwoordig te wees by die skip waarby werk verrig moet word.

(2) *Gewone Werkure* (slegs vragbinders).—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om meer gewone werkure te werk nie as 9 uur tussen 07h00 en 17h00 op enige dag van Maandag tot en met Vrydag. Met dien verstande dat—

(a) 45 uur in enige week van Maandag tot en met Vrydag nie oorskry word nie;

(b) behoudens klosule 5 (8) alle gewone werkure op enige dag of skof aaneenlopend is;

(c) 'n werknemer geag word te begin werk op die tyd waarop daar van hom vereis word om teenwoordig te wees by die skip waarby werk verrig moet word.

(3) *Oortydwerk.*—Alle tyd (behalwe dié op Saterdag en Sondag) wat 'n werknemer langer werk as die gewone werkure wat by klosule 5 (1) of (2) voorgeskryf word, is oortydwerk.

(4) *Betaling vir oortydwerk* (alle beroepe behalwe dié van vragbinder).—'n Werkgever moet 'n werknemer wat op enige dag van Maandag tot en met Vrydag oortydwerk verrig, vir elke uur of gedeelte van 'n uur aldus gewerk, 'n bedrag betaal van minstens een en 'n half maal sy weekloon gedeel deur 42,5.

(5) *Betaling vir oortydwerk* (slegs vragbinders).—'n Werkgever moet 'n werknemer wat op enige dag van Maandag tot en met Vrydag oortydwerk verrig, vir elke uur of gedeelte van 'n uur aldus gewerk, 'n bedrag betaal van minstens een en 'n derde maal sy weekloon gedeel deur 45.

#### 4. PAYMENT OF REMUNERATION

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

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

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

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

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

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

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

(1) *Ordinary hours of work* (all occupations except lashing and securing).—An employer shall not require or permit an employee, other than an employee engaged in lashing and securing, to work more ordinary hours of work than 8 hours and 30 minutes, between—

(a) 05h45 and 14h15 on any day from Monday to Friday, inclusive; or

(b) 13h45 and 22h15 on any day from Monday to Friday, inclusive; or

(c) 21h45 on one day and 06h15 on the following day, from Monday to Friday, inclusive:

Provided that—

(i) 42,5 hours in any week from Monday to Friday, inclusive, are not exceeded;

(ii) subject to clause 5 (7), all ordinary hours of work on any day or shift shall be consecutive;

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

(2) *Ordinary hours of work* (lassing and securing only).—An employer shall not require or permit an employee to work more ordinary hours of work than 9 hours between 07h00 and 17h00 on any day from Monday to Friday, inclusive: Provided that—

(a) 45 hours in any week from Monday to Friday, inclusive, shall not be exceeded;

(b) subject to clause 5 (8), all ordinary hours of work on any day or shift shall be consecutive;

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

(3) *Overtime.*—All time worked (except on Saturday and Sunday) by an employee outside the ordinary hours of work prescribed in clause 5 (1) or (2) shall be overtime.

(4) *Payment for Overtime* (all occupations except lashing and securing).—An employer shall pay an employee who works overtime on any day from Monday to Friday, inclusive, for each hour or part of an hour so worked, an amount of not less than one and a half times his weekly wage divided by 42,5.

(5) *Payment for Overtime* (lassing and securing only).—An employer shall pay an employee who works overtime on any day from Monday to Friday, inclusive, for each hour or part of an hour so worked, an amount of not less than one and a third times his weekly wage divided by 45.

(6) *Werk op Saterdae en Sondae.*—(a) 'n Werkewer moet 'n werkewer wat op 'n Saterdag of 'n Sondag werk, 'n basiese daagliks loon betaal van minstens die bedrag hieronder uiteengesit vir die werkewer van sy klas in die gebied waarin hy in diens is:

	In gebied A	In gebied B	In gebied C	In gebied D
	R	R	R	R
Gangboordman.....	20,61	19,70	19,20	19,89
Graanstuwer .....	20,13	—	20,70	20,89
Induna of Serang .....	28,12	24,50	23,00	23,00
Vragbinder.....	19,13	13,00	13,00	16,00
Stuwadoor.....	19,13	18,20	18,20	18,65
Windasman .....	20,61	23,00	19,20	21,13
Drywer van 'n motorvoertuig	28,12	24,50	23,00	26,33
Bediener van 'n mobiele hystoestel	28,12	24,50	23,00	25,00

(b) Benewens die bedrae voorgeskryf by klosule 5 (4) (a) moet 'n werkewer 'n werkewer wat op 'n Saterdag of 'n Sondag werk, vir elke uur of gedeelte van 'n uur aldus gewerk tot en met die eerste vier ure, minstens die bedrag hieronder uiteengesit betaal vir 'n werkewer in sy klas in die gebied waarin hy in diens is:

	In gebied A	In gebied B	In gebied C	In gebied D
	R	R	R	R
Gangboordman.....	1,91	1,54	1,54	1,91
Graanstuwer .....	1,73	—	1,57	1,79
Induna or Serang .....	3,08	1,75	1,75	2,21
Vragbinder.....	1,73	1,62	1,62	—
Stuwadoor.....	1,73	1,57	1,57	1,79
Windasman .....	1,91	1,52	1,52	2,03
Drywer van 'n motorvoertuig	3,08	1,75	1,75	2,20
Bediener van mobiele hystoestel.....	3,08	1,75	1,75	1,82

(c) Enige tyd wat gewerk word bo vier ure maar wat nie meer is, as agt ure nie, sal geag word agt ure te wees.

(7) *Etenspouses* (alle beroepe behalwe dié van vragbinder).—'n Werkewer mag nie van 'n werkewer vereis of hom toelaat om langer as vyf uur aaneen te werk sonder 'n etenspouse van minstens 20 minute nie, en gedurende sodanige pouse mag daar nie van sodanige werkewer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel uit van die gewone werkure of oortydure nie: Met dien verstaande dat—

(a) werktydperke wat deur pouses van hoogstens 20 minute, insluitende etenspouses, onderbreek word, geag word aaneenlopend te wees;

(b) as sodanige pouse langer as 20 minute is, enige tyd wat 35 minute te bove gaan, geag word werktyd te wees;

(c) slegs een sodanige pouse gedurende die gewone werkure van 'n werkewer op enige dag of op nagskof nie deel van die gewone werkure uitmaak nie;

(d) '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 subklosule geag word nie gedurende sodanige pouse te gewerk het nie.

(8) *Etenspouses* (slegs vragbinders).—'n Werkewer mag nie van 'n werkewer vereis of hom toelaat om langer as vyf uur aaneen te werk sonder 'n etenspouse van minstens een uur nie, en gedurende sodanige pouse mag daar nie van sodanige werkewer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel uit van die gewone werkure of oortydure nie.

(9) *Beperking op oortydwerk* (naweekwerk uitgesluit).—'n Werkewer mag nie van 'n werkewer vereis of hom toelaat om in enige week vir meer as 10 uur oortydwerk te verrig nie, uitgesondert by die verrigting van nooddwerk.

(10) *Noodwerk.*—By die toepassing van klosule 5 (9) beteken "noodwerk" enige werk ten opsigte waarvan die owerheid in beheer van die hoeve om 'n goeie en voldoende rede besluit dat dit verrig moet word nadat die tye in klosule 5 (1) of (2) bedoel.

(11) *Besoldiging vir werk op openbare vakansiedae* (alle beroepe behalwe dié van vragbinder).—Indien 'n weeklike werkewer of 'n werkewer met gewaarborgde besoldiging nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag of Kersdag werk nie, moet sy werkewer behoudens klosule 4 (5) hom vir die werk op sodanige dag teen dieselfde koers betaal as dié by hierdie Order voorgeskryf vir werk op 'n Saterdag of Sondag, en in die geval van 'n weeklikse werkewer of 'n werkewer met gewaarborgde besoldiging moet sodanige besoldiging bykomend wees by sy weeklikse loon vir die week waarin sodanige dag val.

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

	In Area A	In Area B	In Area C	In Area D
	R	R	R	R
Gangwayman.....	20,61	19,70	19,20	19,89
Grain Trimmer .....	20,13	—	20,70	20,89
Induna or Serang .....	28,12	24,50	23,00	23,00
Lasher Securer.....	19,13	13,00	13,00	16,00
Stevedoring Hand.....	19,13	18,20	18,20	18,65
Winchman .....	20,61	23,00	19,20	21,13
Driver of a motor vehicle ..	28,12	24,50	23,00	26,33
Mobile hoist operator.....	28,12	24,50	23,00	25,00

(b) In addition to the amounts prescribed in clause 5 (4) (a), an employer shall pay to an employee who works on a Saturday or a Sunday for each hour or part of an hour so worked, up to the first four hours, not less than the amount set out hereunder for an employee of his class in the area in which he is employed:

	In Area A	In Area B	In Area C	In Area D
	R	R	R	R
Gangwayman.....	1,91	1,54	1,54	1,91
Grain Trimmer .....	1,73	—	1,57	1,79
Induna or Serang .....	3,08	1,75	1,75	2,21
Lasher Securer.....	1,73	1,62	1,62	—
Stevedoring Hand.....	1,73	1,57	1,57	1,79
Winchman .....	1,91	1,52	1,52	2,03
Driver of a motor vehicle ..	3,08	1,75	1,75	2,20
Mobile hoist operator.....	3,08	1,75	1,75	1,82

(c) Any time worked over four hours but not more than eight hours shall be deemed to be eight hours.

(7) *Meal intervals* (all occupations except lashing and securing).—An employer shall not require or permit an employee to work more than 5 hours continuously without a meal interval of not less than 20 minutes, 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—

(a) periods of work interrupted by intervals of not more than 20 minutes, including meal intervals, shall be deemed to be continuous;

(b) if such interval is longer than 20 minutes, any period in excess of 35 minutes shall be deemed to be time worked;

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

(d) a driver of a motor vehicle who during such interval does not work other than being or remaining in charge of the vehicle shall for the purposes of this subclause be deemed not to have worked during such interval.

(8) *Meal intervals* (lapping and securing only).—An employer shall not require or permit an employee to work 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.

(9) *Limitation of overtime* (excluding week-end work).—An employer shall not require or permit an employee to work overtime in excess of 10 hours in any week except in the performance of emergency work.

(10) *Emergency work.*—For the purpose of clause 5 (9) "emergency work" means any work which the authority controlling the port decides, for good and sufficient reason, must be performed after the times referred to in clause 5 (1) or (2).

(11) *Payment for work on public holidays* (all occupations other than lapping and securing).—Subject to clause 4 (5), if a weekly employee or a guaranteed pay employee does not work on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Vow or Christmas Day, his employer shall pay him for the work on such day at the same rate as that prescribed in this Order for work on a Saturday or Sunday and, in the case of a weekly or guaranteed pay employee, such pay shall be in addition to his weekly wage for the week in which such day falls.

(12) *Besoldiging vir werk op openbare vakansiedae* (slegs vragbinders).—Indien 'n weeklikse werknemer of 'n werknemer met gewaarborgde besoldiging op Nuwejaarsdag, Goeie Vrydag, Hemeivaartdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgever behoudens klousule 4 (5) hom vir die werk op sodanige dag betaal teen 'n koers van een en 'n derde maal sy daaglikseloo.

## 7. JAARLIKSE VERLOF

(1) Behoudens klousule 7 (2) moet 'n werkgever sy weeklikse werknemer gedurende die eerste vyf jaar diens, ten opsigte van elke voltooiende tydperk van 12 maande diens by hom, 14 aaneenlopende dae verlof gee en sodanige werknemer ten opsigte van sodanige verlof 'n bedrag betaal van minstens twee maal die weeklikse loon of gewaarborgde loon wat die werknemer ontvang het direk voor die datum waarop die verlof begin het. Na vyf agtereenvolgende jare diens moet 'n werkgever sy weeklikse werknemer 21 aaneenlopende dae verlof gee en sodanige werknemer ten opsigte van sodanige verlof 'n bedrag betaal van minstens drie maal die weeklikse loon of gewaarborgde loon wat die werknemer ontvang het direk voor die datum waarop sodanige verlof begin het.

(2) Die verlof voorgeskryf by klousule 7 (1) moet toegestaan word op 'n tyd vasgestel deur die werkgever: Met dien verstande dat—

(a) indien sodanige verlof nie vroeër toegestaan is nie, dit behoudens die bepalings van klousule 7 (3) só toegestaan word dat dit begin binne vier maande na die voltooiing van die 12 maande waarop dit betrekking het, of indien die werkgever en werknemer voor die verstrekking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, kan die werkgever sodanige verlof aan die werknemer toestaan vanaf 'n datum nie later as twee maande na die verstrekking van genoemde tydperk van vier maande nie;

(b) die verloftydperk nie mag saamval met siekteverlof toegestaan kragtens klousule 8 nie of, tensy die werknemer dit versoek en die werkgever skriftelik toestemming verleen, met enige tydperk van militêre diens ingevolge die Verdedigingswet, 1957, nie;

(c) indien Nuwejaarsdag, Goeie Vrydag, Hemeivaartdag, Republiekdag, Geloftedag of Kersdag in die tydperk van sodanige verlof val, nog 'n werkdag vir elke vakansiedag by genoemde tydperk gevog word as 'n verdere verloftydperk, en die werknemer moet ten opsigte van elke sodanige dag wat bygevoeg is, 'n bedrag betaal word van minstens sy daaglikseloo;

(d) 'n werkgever al die dae geleentheidsverlof wat op skriftelike versoek van sy werknemer met volle besoldiging aan hom verleen is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan af trek.

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

(i) sodanige werknemer die versoek doen uiterlik vier maande na die verstrekking van die eerste tydperk van 12 maande waarop die verlof betrekking het; en

(ii) die werkgever die ontvangsdatum van die versoek daarop aanbring en dit onderteken en die versoek minstens tot na die verstrekking van die verloftydperk bewaar.

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

(4) Die besoldiging ten opsigte van die verlof voorgeskryf by klousule 7 (1), gelees met klousule 7 (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van sodanige verlof betaal word.

(5) Aan 'n werknemer wie se diens gedurende enige dienstermy van 12 maande eindig voordat die verloftydperk voorgeskryf by klousule 7 (1) ten opsigte van genoemde termyn opgeloop het, moet daar by sodanige diensbeëindiging benewens enige ander besoldiging wat aan hom verskuldig is, vir elke voltooiende maand van sodanige dienstermy 'n bedrag betaal word van minstens een vyfde van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever 'n eweredige bedrag kan af trek indien klousule 7 (2) (d) van toepassing is: Met dien verstande voorts dat, behoudens klousule 10 (4), 'n werknemer—

(a) wat diens verlaat sonder dat hy kennis gegee en die kennisgewingstermy uitgedien het wat by klousule 10 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer die werkgever betaal het in plaas daarvan om kennis te gee, of

(b) wat sonder kennisgewing deur sy werkgever ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is, nie uit hoofde van hierdie subklousule op enige betaling geregtig is nie.

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by klousule 7 (1), gelees met klousule 7 (3), en wie se diens eindig voordat sodanige verlof toegestaan is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof aan hom toegestaan was teen die datum waarop hy diens beëindig.

(12) *Payment for work on public holidays (lashing and securing only).*—Subject to clause 4 (5), if a weekly employee or a guaranteed pay employee performs work on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Vow or Christmas Day, his employer shall pay him for the work on such day at a rate of one and a third times his daily wage.

## 7. ANNUAL LEAVE

(1) Subject to clause 7 (2) an employer shall grant to his weekly employee, during the first five years of service, in respect of each completed period of 12 months of employment with him, 14 consecutive days' leave and shall pay such employee in respect of such leave an amount of not less than twice the weekly wage or guaranteed wage which the employee was receiving immediately prior to the date on which the leave commenced. After five consecutive years of service, an employer shall grant to his weekly employee 21 consecutive days' leave, and shall pay such employee in respect of such leave an amount of not less than three times the weekly wage or guaranteed wage which the employee was receiving immediately prior to the date on which such leave commenced.

(2) The leave prescribed in clause 7 (1) shall be granted at a time to be fixed by the employer: Provided that—

(a) if such leave has not been granted earlier, it shall, save as provided in clause 7 (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer may grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

(b) the period of leave shall not be concurrent with sick leave granted in terms of clause 8 or, unless the employee so requests and the employer agrees in writing, with any period of military training in terms of the Defence Act, 1957;

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

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

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

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

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

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

(4) The remuneration in respect of the leave prescribed in clause 7 (1) read with clause 7 (3) shall be paid not later than the last work day before the date of commencement of such leave.

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in clause 7 (1) in respect of that period has accrued shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than one fifth of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction if clause 7 (2) (d) applies: Provided further that, subject to clause 10 (4), an employee—

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

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

(6) An employee who has become entitled to a period of leave prescribed in clause 7 (1), read with clause 7 (3) and whose employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to him as at the date of such termination.

(7) By die toepassing van hierdie klosule word die uitdrukking "diens" geag die volgende te omvat:

(a) Enige tydperk ten opsigte waarvan 'n werkgever 'n werknemer ingevolge klosule 10 betaal in plaas van kennis te gee;

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

(i) met verlof ingevolge hierdie klosule;

(ii) met siekteverlof ingevolge klosule 8;

(iii) in opdrag of op versoek van sy werkgever;

en wel tot altesaam hoogstens 10 weke in 'n jaar; en

(c) enige tydperk wat 'n werknemer van die werk afwesig is terwyl hy militêre diens doen ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie daarop geregtig is om meer as vier maande van een tydperk van sodanige militêre diens as diens te eis nie; en word diens geag soos volg te begin:

(d) In die geval van 'n werknemer wat, voordat hierdie Order bindend geword het, kragtens enige wet op 'n tydperk van jaarlike verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op sodanige verlof geregtig geword het;

(e) in die geval van 'n werknemer wat in diens was voordat hierdie Order bindend geword het en op wie enige wet wat vir jaarlike 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;

(f) 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 Order bindend geword het, en wel op die jongste van die twee datums.

#### 8. SIEKTEVERLOF

(1) Behoudens klosule 8 (2) moet 'n werkgever aan sy weeklikse werknemer wat weens ongesiktheid van die werk afwesig is, altesaam minstens 24 dae siekteverlof verleen gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklosule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

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

(b) hierdie klosule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever 'n bydrae wat minstens gelykstaande is met dié wat deur die werknemer gemaak is, maak tot enige fonds of organisasie deur die werknemer benoem, welke fonds of organisasie die werknemer in geval van sy onbevoegdheid in die omstandighede uiteengesit in hierdie klosule, die betaling aan hom van minstens altesaam die ekwivalent van sy loon vir 24 werkdae in elke tydkring van 24 maande diens waarborg, behalwe dat gedurende die eerste 24 maande van die betaling van bydrae deur die werknemer die gewaarborgde koers verminder kan word, maar nie tot minder as die koers van toevalling uiteengesit in klosule 8 (1) (b) nie;

(c) waar 'n werkgever kragtens enige wet verplig is om geld vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal en sodanige geld betaal, die bedrag aldus betaal afgetrek kan word van die betaling wat ten opsigte van afwesigheid as gevolg van ongesiktheid kragtens hierdie klosule, betaalbaar is;

(d) wanneer, ten opsigte van 'n tydperk van ongesiktheid gedeck deur hierdie klosule, 'n werkgever ingevolge enige ander wet verplig is om 'n werknemer sy volle loon te betaal, hierdie klosule nie van toepassing is nie.

(2) 'n Wergewer kan, as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat 'n werknemer kragtens hierdie klosule eis ten opsigte van enige afwesigheid van sy werk vir langer as drie agtereenvolgende werkdae, 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 ongesiktheid vermeld word: Met dien verstande dat, wanneer 'n werknemer gedurende 'n tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klosule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleenthed van hom kan vereis om ten opsigte van enige afwesigheid so 'n sertifikaat voor te lê.

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

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

(a) any period in respect of which an employer pays an employee in lieu of notice in terms of clause 10;

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

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 8;

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

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

(c) any period during which an employee is absent undergoing military training in 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;

an employment shall be deemed to commence—

(d) in the case of an employee who, before this Order 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;

(e) in the case of an employee who was in employment before this Order 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;

(f) 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 Order became binding, whichever is the later.

#### 8. SICK LEAVE

(1) Subject to clause 8 (2) an employer shall grant to his weekly employee who is absent from work through incapacity not less than 24 work days sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(a) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment;

(b) 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 not to less than the rate of accrual set out in clause 8 (1) (b);

(c) 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;

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

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

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

(4) By die toepassing van hierdie klousule word die uitdrukking "diens" geag die volgende te omvat:

- (a) Enige tydperk wat 'n werknemer afwesig is—
  - (i) met verlof ingevolge klousule 4;
  - (ii) in opdrag of op versoek van sy werkgever;
  - (iii) met siekteverlof ingevolge klousule 8 (1);

en wel tot altesaam hoogstens 10 weke in een jaar; en

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

(c) enige tydperk van diens wat 'n werknemer by dieselfde werkgever gelewer het onmiddellik voor die datum waarop hierdie Order bindend geword het, en alle siekteverlof met volle betaling wat aan so 'n werknemer gedurende sodanige tydperk verleen is, word geag ingevolge hierdie Order verleen te gewees het.

(8) By die toepassing van hierdie klousule beteken die uitdrukking "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte en 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 'n vergoedingspligtige siekte soos in die Ongevallewet, 1941, omskryf, as ongeskiktheid beskou word slegs gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

#### 9. UNIFORMS, OORKLERE EN BESKERMENDE KLERE

'n Werkgever moet enige uniform, oorklere, 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 voorsien en in 'n bruikbare toestand hou, en enige sodanige uniform, oorklere, rubberstewels of ander beskermende klere bly die eiendom van die werkgever.

#### 10. BEËINDIGING VAN DIENSKONTRAK

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

- (a) gedurende die eerste vier weke diens, minstens een werkdag;
- (b) ná die eerste vier weke diens, minstens een week;

vooraf kennis gee van die beëindiging van die kontrak, of 'n werkgever of werknemer kan die kontrak sonder kennisgewing beëindig deur die werknemer of die werkgever, na gelang van die geval, in plaas van sodanige kennisgewing minstens die volgende te betaal:

(i) In die geval van een werkdag kennisgewing, 'n bedrag gelykstaande met die daagliks loon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van een week kennisgewing, 'n bedrag gelykstaande met die weeklikse loon wat die werknemer ten tyde van sodanige beëindiging ontvang.

Met dien verstande dat—

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

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

(e) die werking van 'n verbetering of boete wat regtens van toepassing is op 'n werknemer wat dros,

nie hierdeur geraak word nie.

(2) Wanneer daar 'n ooreenkoms ingevolge klousule 10 (1) (d) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waaraan daar ooreengeskou is.

(3) Die kennisgewing voorgeskryf by klousule 10 (1) kan op enige werkdag geskied: Met dien verstande dat—

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

(b) kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof ingevolge klousule 8 verleen.

(4) Ondanks andersluijdende bepальings in hierdie Order vervat, kan 'n werkgever hom, in 'n geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder dat hy kennis gegee het en die vereiste kennisgewingstermyn uitgedien het of sonder om sy werkgever te betaal in plaas van kennis te gee, uit enige geldie wat hy sodanige werknemer uit hoofde van enige bepальings van hierdie Order skuld, 'n bedrag toe-eien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat, in 'n geval waar die werkgever hom 'n bedrag aldus toegewe het in plaas van kennisgewing, daar by die toepassing van klousule 7 geag word dat die werknemer die werkgever betaal het in plaas van kennis te gee.

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

- (a) any period during which an employee is absent—
- (i) on leave in terms of clause 7;
- (ii) on the instructions or at the request of his employer;
- (iii) on sick leave in terms of clause 8 (1);

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

(b) any period during which an employee is absent undergoing military training 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 period of such training: and

(c) any period of employment which an employee has had with the same employer immediately before the date on which this Order became binding, and any sick leave on full pay granted to such employee during such period shall be deemed to have been granted under this Order.

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

#### 9. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable condition, free of charge, any uniform, overall, gum boots 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, gum boots or other protective clothing shall remain the property of the employer.

#### 10. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his weekly employee who desires to terminate the contract of employment shall give—

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

(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—

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

(d) 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;

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

(2) Where there is an agreement in terms of the clause 10 (1) (d), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

(3) The notice prescribed in clause 10 (1) may be given on any work day: Provided that—

(a) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 7 or any period of military training which an employee is undergoing in terms of the Defence Act, 1957;

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

(4) Notwithstanding anything to the contrary contained in this Order, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Order, an amount of not more than that which such employee would have had to pay to him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice the employee shall, for the purpose of clause 7 (5), be deemed to have paid the employer in lieu of notice.

**11. DIENSSERTIFIKAAT**

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

**BYLAE**

Ek/Ons\* .....  
wat sake doen in die Stuwadoorsbedryf te .....  
  
verklaar hierby dat .....  
in my/ons\* diens was van die ..... dag van .....  
..... 19.. tot die ..... dag van .....  
..... 19.. ast .....  
  
By diensbeëindiging was sy/haar\* loon .....  
rand ..... sent per week.

(Handtekening van werkgever  
of gemagtigde verteenwoordiger)

Datum ..... 19....

\* Skrap wat nie van toepassing is nie.

† Meld beroep waarby werknemer heeltemal of hoofsaaklik betrokke was, bv. gangboordman, voorman.

**11. CERTIFICATE OF SERVICE**

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

**SCHEDULE**

I/We\* .....  
carrying on trade in the Stevedoring Trade at .....  
  
hereby certify that .....  
was employed by me/us\* from the ..... day of .....  
..... 19.... to the ..... day of .....  
..... 19.... ast .....  
  
At the termination of employment his/her\* wage was .....  
..... rand ..... cents per week

(Signature of employer or auth-  
orised representative)

Date ..... 19....

\* Delete whichever inapplicable.

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

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Indien almal van ons besparingsbewus optree, besnoei ons nie slegs uitgawes nie maar wen ook ten opsigte van ons kosbare water- en elektrisiteitsvoorraad

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