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

REGULATION GAZETTE No. 3758

PRICE 40c PRYS

REGULASIEKOERANT No. 3758

Plus GST/AVB

Registered at the Post Office as a Newspaper

ABROAD 50c BUITELANDS

As 'n Nuisblad by die Poskantoor Geregistreer

POST FREE • POSVRY

Vol. 232

PRETORIA, 19 OCTOBER 1984
OKTOBER

No. 9467

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 2243

19 October 1984

WAGE ACT, 1957

WAGE DETERMINATION 440.—CEMENT MANUFACTURING 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 Cement Manufacturing Industry, Republic of South Africa, and has fixed the third Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

(1) This determination shall apply to all the employers and all their employees, other than managers, in the Cement Manufacturing Industry in the Republic of South Africa.

(2) "Cement Manufacturing Industry" means the industry in which employers and employees are associated for—

(a) the manufacture of cement or plaster of paris or the milling of granulated blastfurnace slag;

(b) the quarrying, winning, or production of any material used in the manufacture of either the goods referred to in paragraph (a) if carried on by employers who are engaged in such manufacture;

and includes all operations incidental to or consequent on any of the aforesaid activities, but does not include the activities of employees who are employed in premises which do not form part of or are not adjacent to the premises in which any of the activities referred to in (a) and (b) are carried on.

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) "ablation cleaner" means an employee who under supervision cleans or clears blocked pipes or points or applies specified chemicals, soaps, powders or poisons for the purpose of disinfecting, maintaining hygienic conditions or destroying insects or rodents; (2)

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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 2243

19 Oktober 1984

LOONWET, 1957

LOONVASSTELLING 440.—SEMENTNYWERHEID, REPUBLIEK VAN SUID-AFRIKA

In opdrag van die Minister van Mannekrag, word hierby ingeolge 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 Sementnywerheid, Republiek van Suid-Afrika, gemaak en die derde Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

(1) Hierdie vasstelling is van toepassing op al die werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Sementnywerheid in die Republiek van Suid-Afrika.

(2) "Sementnywerheid" beteken die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir—

(a) die vervaardiging van sement of gips of die maal van hooggoonkorrelslak;

(b) die uitgrawe, win of produseer van enige materiaal wat gebruik word vir die vervaardiging van enigeen van die goedere genoem in paragraaf (a) indien uitgevoer deur werkgewers wat by sodanige vervaardiging betrokke is;

en dit omvat alle werksaamhede wat met enigeen van voornoemde bedrywighede in verband staan of daaruit voortspruit, maar dit sluit nie die werksaamhede van werknemers in wat in diens is op persele wat nie deel vorm van of nie aangrensend is aan persele waar enige van die bedrywighede gemeld in (a) en (b) verrig word nie.

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 dié vasstelling word 'n werknemer geag in die klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is; en voorts, tensy onbestaanbaar met die sinsverband, beteken—

(1) "aaneenlopende bedrywigheid" 'n aktiwiteit wat ingeolge artikel 33 van die Wet op Basiese Diensvoorwaardes, 1983 (Wet 3 van 1983), tot 'n aaneenlopende bedrywigheid verklaar is; (17)

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(2) "artisan" means an employee who has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who holds a certificate issued or deemed to have been issued to him by the Registrar of Manpower Training and conferring artisan status on him in terms of that Act, and any other employee engaged in work normally performed by an artisan except where specifically otherwise provided in this determination; (3)

(3) "artisan's assistant" means an employee who assists an artisan or a machine handyman, senior by holding or handling articles or tools or otherwise assists such an employee other than by the independent use of tools; (4)

(4) "assistant despatch clerk" means an employee, who, under supervision of a despatch clerk, performs any of the duties of a despatch clerk; (6)

(5) "assistant first-aid orderly" means an employee who assists a first-aid orderly in the performance of his duties and who may act for him during his absence and who holds a current certificate of competency in first-aid issued by—

- (a) the South African Red Cross Society;
- (b) the St John Ambulance Association; or
- (c) die Suid-Afrikaanse Noodhulp; (5)

(6) "assistant foreman" means an employee who, under supervision of a foreman, performs any of the duties of a foreman, and who may act for the latter during his absence; (7)

(7) "blaster" means an employee who carries out blasting operations and who is a "competent" person within the meaning of the Mines and Works Act, 1956; (76)

(8) "building handyman" means an employee other than an artisan, a machine handyman senior, or a machine handyman, who under the supervision of an artisan or foreman maintains or repairs dwellings, compounds or other buildings; (21)

(9) "burner" means an employee who is in charge of one or more kilns for the burning of raw materials in a cement factory; (22)

(10) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (49)

(11) "chargehand" means an employee who, under supervision, is in charge of employees in the grades H, I and J; (62)

(12) "chargehand, senior" means an employee who is directly in charge of employees in the grades G, H, I and J; (63)

(13) "checker" means an employee, other than a factory clerk who, under the supervision of a clerk, is engaged in checking against a written loading instruction the number of items loaded on or unloaded from a vehicle; (60)

(14) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, telephone switchboard operator or any office machine operator but does not include a factory clerk or any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form part of such employee's work; (39)

(15) "clerk, senior" means an employee who is in charge of clerks within an establishment and who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (40)

(16) "compound manager" means an employee who is in charge of a compound and who is responsible for the cleanliness and discipline of persons housed in the compound and performs administrative duties related thereto; (38)

(17) "continuous activity" means an activity declared to be a continuous activity in terms of section 33 of the Basic Conditions of Employment Act, 1983 (Act 3 of 1983); (1)

(18) "cook" means an employee who is engaged in the preparation and cooking of meals and who may be required to keep records of food stocks; (43)

(19) "counter hand" means an employee who in a shop or canteen or at a recreation club sales counter assists in the sale of goods or meals; (79)

(20) "day" means the period of 24 hours from midnight to midnight: Provided that in the case of a shift worker, security guard, watchman or an employee employed in a continuous activity, it shall mean a period of 24 hours reckoned from the time such an employee commences work; (25)

(21) "despatch clerk" means an employee who supervises the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, mass-measuring, packing, marking, addressing and despatching of such goods or packages; (81)

(22) "drill operator" means an employee other than an attendant or operator of a jackhammer who operates a drilling unit rig with a hole diameter capacity not exceeding 150 mm; (12)

(2) "ablusieskoonmaker" 'n werknemer wat onder toesig verstoppe pype of punte skoonmaak of oopmaak of gespesifiseerde chemikalieë, sepe, poeiers of gifstowwe aanwend met die doel om te ontsmet, higiëniese toestande te handhaaf of insekte of knaagdiere te vernietig; (1)

(3) "ambagsman" 'n werknemer wat 'n kontrak van vakleerlingskap voltooi het of geag word te voltooi het in 'n ambag wat ingevolge die Wet op Mannekragopleiding, 1981, aangewys is of geag word aangewys te wees, of wat in besit is van 'n sertifikaat wat deur die Registrateur van Mannekragopleiding aan hom uitgereik is of geag word uitgereik te gewees het en wat ingevolge daardie Wet ambagsmanstatus aan hom verleen, en enige ander werknemer wat werk doen wat 'n ambagsman in die reël verrig, behalwe waar in hierdie Vasstelling uitdruklik anders bepaal word; (2)

(4) "ambagsman se assistent" 'n werknemer wat 'n ambagsman of 'n masjienfaktotum, senior, help deur artikels of gereedskap vas te hou of te hanteer of op 'n ander wyse 'n werknemer te help sonder om selfstandig die gereedskap te gebruik; (3)

(5) "assistent-eerstehulpordonnans" 'n werknemer wat 'n eerstehulpordonnans by die uitvoering van sy pligte behulpsaam is en wat gedurende sy afwesigheid namens hom kan waarneem en wat in besit is van 'n geldige bekwaamheidsertifikaat in eerstehulp uitgereik deur—

- (a) die Suid-Afrikaanse Rooikruisvereniging;
- (b) die St John Ambulance Association; of
- (c) die Suid-Afrikaanse Noodhulp; (5)

(6) "assistent-versendingsklerk" 'n werknemer wat, onder toesig van 'n versendingsklerk, enige van die pligte van 'n versendingsklerk verrig; (4)

(7) "assistent-voorman" 'n werknemer wat, onder toesig van 'n voorman, enige van die pligte van 'n voorman verrig en wat gedurende laasgenoemde se afwesigheid namens hom kan waarneem; (6)

(8) "baanmeester" 'n werknemer wat werk aan en verantwoordelik is vir die lê of onderhoud van spoorbane; (80)

(9) "bediener van diensuitrusting" 'n werknemer wat 'n trekker of 'n spoorwegtrokosteelbedien wat gebruik word vir die laai, aflaai, versit of stapel van goedere, die skoonmaak of opknapping van persele of die verskuiwing van grondstofvoorraadhoop, in 'n bedryfsinrigting; (73)

(10) "bediener van grondverskuiwingsuitrusting" 'n werknemer wat 'n trakskavateur, voorlaai, stootskrapeer, skrapeer-laaier of enige soortgelyke uitrusting, uitgesonderd 'n graafmasjien, 'n trekker, 'n stortwa of 'n spoorwegtrokosteelbedien, bedien wat by die win van grondstowwe gebruik word; (72)

(11) "bediener van grondwerktuie" 'n werknemer wat 'n trakskavateur, voorlaai, stootskrapeer, skrapeer-laaier of enige soortgelyke uitrusting, uitgesonderd 'n graafmasjien, 'n trekker, 'n stortwa of 'n spoorwegtrokosteelbedien, bedien wat gebruik word vir die laai, aflaai, versit of stapel van goedere of grond (uitgesonderd vir gebruik by die win van grondstowwe), die skoonmaak of opruim van persele of die verskuiwing van grondstofvoorraadhoop; (71)

(12) "bediener van 'n boor" 'n werknemer, uitgesonderd 'n versorger of bediener van 'n klopboor, wat 'n boortoring met 'n gatdiameterkapasiteit van hoogstens 150 mm bedien; (22)

(13) "bediener van 'n boor, senior" 'n werknemer, uitgesonderd 'n versorger of bediener van 'n klopboor, wat 'n boortoring met 'n gatdiameterkapasiteit van minstens 150 mm bedien; (23)

(14) "bediener van 'n mobiele hystoestel" 'n werknemer wat 'n kragaangedrewe mobiele hystoestel of laaier of vrkhuysva vir die laai, aflaai, versit of stapel van goedere bedien; (67)

(15) "bediener van 'n valgewig" 'n werknemer wat 'n valgewigmasjien bedien om rots te breek of te reduseer; (26)

(16) "bediener van 'n veër of 'n grassnyer" 'n werknemer wat 'n kragaangedrewe veër of grassnyer bedien waarvan die enjinvermoë minder as 4,5 kilowatt of die silinderinhoud minder as 250 cm³ is; (69)

(17) "bediener van 'n veër of 'n grassnyer, senior" 'n werknemer wat 'n kragaangedrewe veër of grassnyer bedien waarvan die enjinvermoë minstens 4,5 kilowatt of die silinderinhoud minstens 250 cm³ is; (70)

(18) "bedryfsinrigting" 'n perseel of gedeelte daarvan waarin of in verband waarmee een of meer werknemers in die Sementnywerheid in diens is; (28)

(19) "bestuurder" 'n werknemer wat deur sy werkgewer belas is met die algemene toesig oor, verantwoordelikheid vir en leiding van die werksaamhede van 'n bedryfsinrigting en die werknemers daarin; (63)

(20) "bode" 'n werknemer wat te voet of met 'n trapfiets of ander hand- of voetaangedrewe vervoermiddel briewe, boodskappe of goedere in 'n bedryfsinrigting aflewer of afhaal; (64)

(21) "boufaktotum" 'n werknemer, uitgesonderd 'n ambagsman, 'n senior masjienfaktotum of 'n masjienfaktotum, wat onder toesig van 'n ambagsman of voorman woonhuise, kampe of ander geboue in stand hou of herstel; (8)

(23) "drill operator, senior" means an employee other than an attendant or operator of a jackhammer who operates a drilling unit rig with a hole diameter capacity exceeding 150 mm; (13)

(24) "driver, class I" means an employee other than an operator of earth-moving equipment, an operator of earthwinning equipment, an operator of service equipment or a post messenger, who in the performance of his duties is required to be in possession of a valid driver's licence and 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, any time spent on work connected with the vehicle or the load and all periods during which such employee is obliged to remain at his post in readiness to drive; (26)

(25) "driver, class II" means an employee, other than an operator of earth-moving equipment, an operator of earthwinning equipment, an operator of service equipment or a post messenger, who in the performance of his duties is not required to be in possession of a valid driver's licence and 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 on work connected with the vehicle or the load and all periods during which such employee is obliged to remain at his post in readiness to drive; (27)

(26) "dropball operator" means an employee who operates a dropball machine for the fracturing or reducing of rock; (15)

(27) "emergency work" means—

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

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

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

(i) ships;

(ii) trucks or vehicles of the South African Transport Services;

(iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Transport Services; (61)

(28) "establishment" means any premises or part thereof in or in connection with which one or more employees are employed in the Cement Manufacturing Industry; (18)

(29) "experience" means in relation to an employee in grades E to H the total period or periods of employment or training which the employee has had or received in the capacities listed under his grade in the Cement Manufacturing Industry: Provided that—

(a) in the case of a clerk or a factory clerk it includes the total period or periods of employment or training which the employee has had or received as a clerk or a factory clerk, respectively, in any other industry or trade or in the service of a local authority or the State;

(b) a laboratory assistant, senior, and a locomotive driver, certificated, shall be regarded as having had at least seven months' experience in their respective classes; (46)

(30) "explosives handler" means an employee who, in addition to carrying explosives, assists a blaster to any extent permitted by legislation; (75)

(31) "factory clerk" means an employee who, under the supervision of a clerk, senior, or a clerk or compound manager, performs any one or more of the following duties—

(a) assisting in the time-keeping of employees by carrying out routine specified recording procedures;

(b) counting, checking, mass-measuring or recording;

(c) interpreting or translating languages spoken by Blacks or Asians;

(d) issuing of time cards or permits;

(e) keeping, filing or sorting time or wage cards, invoices, consignment or delivery notes or requisitions;

(f) registering the engagement, discharge or resignation of employees;

(g) recording production or maintenance figures or records;

(h) stamping or writing tickets or wage cards;

(i) writing out consignment or delivery notes or railway truck labels; (29)

(32) "filterbag cleaner" means an employee who cleans dust collector filters; (30)

(33) "first-aid orderly" means an employee who is in charge of a first-aid room or sick bay and who holds a current certificate of competency in first-aid issued by—

(a) the South African Red Cross Society;

(22) "brander" 'n werknemer wat in beheer is van een of meer oonde vir die brand van grondstowwe in 'n sementfabriek; (9)

(23) "bruto kombinasie-massa", met betrekking tot 'n motorvoertuig, sy bruto voertuig-massa saam met die massa, met die wag, van 'n sleepwa of leunwa wat getrek word deur sodanige motorvoertuig, soos gespesifiseer deur die vervaardiger of, by gebrek aan sodanige spesifikasie, soos bepaal deur die betrokke registrasie-owerheid; (47)

(24) "bruto voertuig-massa", met betrekking tot 'n motorvoertuig of 'n sleepwa, die maksimum massa van sodanige voertuig of sleepwa en sy wag, soos gespesifiseer deur die vervaardiger of, by gebreke aan sodanige spesifikasie, soos bepaal deur die betrokke registrasie-owerheid; (48)

(25) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat in die geval van 'n skofwerker, sekuriteitswag, wat of 'n werknemer in diens in 'n aaneenlopende bedrywigheid dit 'n tydperk van 24 uur, gereken vanaf die tydstop waarop so 'n werknemer begin werk, beteken; (20)

(26) "drywer, klas I" 'n werknemer, uitgesonderd 'n operateur van grondwerk-tuie, 'n operateur van grondverskuiwingsuitrusting, 'n operateur van diensuitrusting of 'n posbode, van wie by die uitvoering van sy pligte vereis word om 'n geldige bestuurderslisensie te hê en wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordskrywing omvat die uitdrukking " 'n motorvoertuig dryf" alle dryftydperke, al die tyd bestee aan werk in verband met die voertuig of die wag en alle tydperke wat so 'n werknemer verplig is om op sy pos te bly gereed om te dryf; (24)

(27) "drywer, klas II" 'n werknemer, uitgesonderd 'n operateur van grondwerk-tuie, 'n operateur van grondverskuiwingsuitrusting, 'n operateur van diensuitrusting of 'n posbode, van wie by die uitvoering van sy pligte nie vereis word om 'n geldige bestuurderslisensie te hê en wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordskrywing omvat die uitdrukking " 'n motorvoertuig dryf" alle dryftydperke, al die tyd bestee aan werk in verband met die voertuig of die wag en alle tydperke wat so 'n werknemer verplig is om op sy pos te bly gereed om te dryf; (25)

(28) "eerstehulp-pordonnans" 'n werknemer wat in beheer van 'n eerstehulpkamer of siekeboeg is en wat in besit is van 'n geldige bewaamheid-sertifikaat in eerstehulp uitgereik deur—

(a) die Suid-Afrikaanse Rooikruisvereniging;

(b) die St John Ambulance Society; of

(c) die Suid-Afrikaanse Noodhulp-liga;

en wat kleiner wonde of beserings verbind en wat aantekening kan hou van die name van werknemers wat behandel is of deur 'n mediese praktisyn behandel moet word, die aard van die beserings en die behandeling wat gegee is; (33)

(29) "fabrieksklerk" 'n werknemer wat, onder toesig van 'n klerk, senior of 'n klerk of 'n kampongbestuurder, een of meer van die volgende pligte vervul:

(a) Help met tydonpming van werknemers deur roetine- gespesifiseerde kontroleprosedures uit te voer;

(b) tel, nasien, massameet of aanteken;

(c) tale wat deur Swartmense of Asiërs gepraat word, tolk of vertaal;

(d) tydkaarte of passe uitdeel;

(e) tyd- of loonkaarte, fakture, wag- of afleweringsbriewe of rekwisities byhou, lissier of sorteer;

(f) die indiensneming, ontslag of bedanking van werknemers aanteken;

(g) produksie- of onderhoudsifers of -rekords aanteken;

(h) kaartjies of loonkaarte stempel of uitskryf;

(i) wag- of afleweringsbriewe of spoorwegetikette uitskryf; (31)

(30) "filtersakskoonmaker" 'n werknemer wat stofvangfilters skoonmaak; (32)

(31) "gereedskapkamerversorger" 'n werknemer wat gereedskap of uitrusting in 'n gereedskapkamer ontvang of daaruit uitreik en van sodanige ontvangste of uitreikings rekord hou; (91)

(32) "installasie-bediener" 'n werknemer, uitgesonderd 'n brander of 'n meulenaar, wat die bediening van een of meer van die volgende installasies beheer:

(a) Verkalking;

(b) vergruising;

(c) versending;

(d) stoomontwikkeling;

en wat sodanige installasie kan aan die gang sit of stop of verstellers of kleinere herstelwerk daaraan doen; (79)

(b) the St John Ambulance Association; or

(c) die Suid-Afrikaanse Noodhulpliga;

and who is engaged in dressing minor wounds or injuries and who may keep records showing the names of the employees treated or requiring treatment by a medical practitioner, the nature of the injuries and the treatment given; (28)

(34) "foreman" means an employee who is in charge of employees in an establishment, who exercises control over such employees and who is responsible to a manager for the efficient performance by them of their duties; (82)

(35) "grade A employee" means an employee who is employed as a foreman; (86)

(36) "grade B employee" means an employee who is engaged in any one or more of the following capacities:

(a) Assistant foreman;

(b) compound manager;

(c) quarry overseer; (87)

(37) "grade C employee" means an employee who is employed as a quarryman; (88)

(38) "grade D employee" means an employee who is engaged in any one or more of the following capacities:

(a) Artisan;

(b) blaster;

(c) burner;

(d) instructor, senior;

(e) platelayer; (89)

(39) "grade E employee" means an employee who is engaged in any one or more of the following capacities:

(a) Driver, class I, of a heavy or extra heavy motor vehicle;

(b) excavator driver;

(c) laboratory assistant, senior;

(d) locomotive driver, certificated;

(e) machine handyman, senior;

(f) miller;

(g) operator of earthwinning equipment;

(h) plant operator;

(i) clerk, senior; (90)

(40) "grade F employee" means an employee who is engaged in any one or more of the following capacities:

(a) Clerk;

(b) chargehand, senior;

(c) despatch clerk;

(d) drill operator, senior;

(e) driver, class I, of a light or medium motor vehicle;

(f) driver, class II, of a heavy or extra heavy motor vehicle;

(g) laboratory assistant;

(h) locomotive driver, uncertificated;

(i) machine handyman;

(j) operator of earthmoving equipment;

(k) plant attendant, class I;

(l) storeman; (91)

(41) "grade G employee" means an employee who is engaged in any one or more of the following capacities:

(a) Assistant despatch clerk;

(b) building handyman;

(c) chargehand;

(d) drill operator;

(e) driver, class II, of a light or medium motor vehicle;

(f) dropball operator;

(g) factory clerk;

(h) first-aid orderly;

(i) greaser, senior;

(j) instructor;

(k) mobile hoist operator;

(l) operator of service equipment;

(m) operator of a sweeper or lawnmower, senior;

(n) plant attendant, class II;

(o) routine tester;

(p) security guard;

(q) stores issuer;

(r) toolroom attendant; (92)

(33) "installatieversorger, klas I" 'n werknemer wat onder toesig van 'n installasie-bediener, brander, meulenaar, masjiniis of voorman enige van die volgende kragaangedrewe seksies installasie of masjinerie versorg:

(a) Vergruiser;

(b) vormer of droër;

(c) bokkraan;

(d) hidrobalmassien;

(e) massameetbrug;

(f) storter;

en wat sodanige installasie en masjinerie kan aan die gang sit en stop maar wat geen verstellings of herstelwerk daaraan mag doen nie; (76)

(34) "installatieversorger, klas II" 'n werknemer wat, onder toesig van 'n installasie-bediener, brander, meulenaar, masjiniis, versendingskierk, senior onderbaas of voorman, enige van die volgende kragaangedrewe installasie-eenhede of masjinerie of prosesse bedien of versorg:

(a) Herwiner;

(b) mengbak;

(c) sementmeulvoerder;

(d) vervoerband;

(e) meganiese verpakkingseksktrasie/sak en grootmaat;

(f) meganiese verpakingsdeflektor;

(g) vergruisermondstelsel;

(h) kompressor;

(i) stapelmasjien;

(j) silovoeding en -ekstraksie;

(k) slakuitdroging;

(l) stook van installasie vir droog van grondstowwe;

(m) aflaai van tenkwa;

(n) massa van sakkies sement meet, uitgesonderd die plig vermeld in item (e) van die woordskrywing "graad I-werknemer";

(o) aflaai van klinkers;

(p) ekstraksie van materiaal;

(q) banduitklinker;

(r) kalsinator;

en wat sodanige installasie, masjinerie of proses kan aan die gang sit en stop maar wat geen verstellings of herstelwerk daaraan mag doen nie; (77)

(35) "installatieversorger, klas III" 'n werknemer wat onder toesig enigeen van die volgende kragaangedrewe installasie-eenhede, masjinerie of prosesse bedien of versorg:

(a) Lugkompressor;

(b) betonmenger;

(c) sementverpakker;

(d) vergruisermond;

(e) klopboor;

(f) oondvoerder;

(g) sif;

(h) pomp;

(i) floddersilo;

(j) windas;

en wat sodanige installasie, masjinerie of proses kan aan die gang sit en stop maar wat geen verstellings of herstelwerk daaraan mag doen nie; (78)

(36) "instrukteur" 'n werknemer, uitgesonderd 'n instrukteur, senior wat werknemers in grade H, I of J oplei; (50)

(37) "instrukteur, senior" 'n werknemer wat kan toesig hou oor 'n instrukteur en wat werknemers in enige graad oplei; (51)

(38) "kampongbestuurder" 'n werknemer wat in beheer is van 'n kampong en wat verantwoordelik is vir die sindelikeid en dissipline van die persone wat daarin gehuisves word en wat administratiewe pligte uitvoer wat daarop betrekking het; (16)

(39) "klerk" 'n werknemer wat skryf-, tik-, lisseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, telefoonskakelbordoperateur of enige kantoormasjienoperateur, maar nie 'n fabrieksklerk of enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (14)

(40) "klerk, senior" 'n werknemer wat in beheer is van klerke in 'n bedryfsinrigting en wat beheer uitoefen oor sodanige werknemers en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (15)

(41) "klipgroefopsigter" 'n werknemer wat in beheer is van klipgroefwerksaamhede in meer as een klipgroef; (84)

(42) "grade H employee" means an employee who is engaged in any one or more of the following capacities:

- (a) Artisan's assistant;
- (b) checker;
- (c) cook;
- (d) counter hand;
- (e) explosives handler;
- (f) filterbag cleaner;
- (g) greaser;
- (h) locomotive driver's assistant;
- (i) machine watcher;
- (j) plant attendant, class III;
- (k) post messenger;
- (l) train arranger;
- (m) watchman; (93)

(43) "grade I employee" means an employee who is engaged in any one or more of the following duties or capacities—

- (a) ablution cleaner;
- (b) assistant first-aid orderly;
- (c) attending a hostel boiler;
- (d) laying of railway tracks or clearing of railway lines as directed;
- (e) locomotive flagman;
- (f) mass-measuring or mixing goods to pre-determined measures or quantities;
- (g) messenger;
- (h) operator of a sweeper or lawnmower;
- (i) stripping of quarry faces;
- (j) sorting grinding media;
- (k) taking samples of materials and preparing such samples for testing;
- (l) recording the number of loads of ore delivered at a crusher inlet by means of a tallyboard;
- (m) loading or stacking filled bags from trolleys, conveyors or shutes into delivery vehicles or railway trucks; (94)

(44) "grade J employee" means an employee who is engaged in any one or more of the following duties:

- (a) Breaking brick or concrete work manually;
- (b) cleaning premises, plant, machinery, tools, utensils, vehicles or railway trucks;
- (c) cutting down, destroying or removing trees or vegetation;
- (d) digging trenches, holes, foundations or other excavation work by means of hand tools;
- (e) lifting, moving, carrying, stacking or baling by hand;
- (f) lime-washing;
- (g) loading or unloading by hand other than the duties referred to in item (m) of the definition "grade I employee";
- (h) loosening, taking out, breaking, levelling, sieving or spreading stone, soil, clay or similar material;
- (i) mixing building or roadmaking or similar materials or spreading any such materials by shovel, fork, rake or barrow;
- (j) opening or closing valves or cocks including control of pumps under supervision;
- (k) operating a non-power driven crane, pump, hoist or winch by hand;
- (l) pushing, pulling, placing, braking, coupling, uncoupling or sheeting any vehicle or truck, otherwise than by means of a mechanical device;
- (m) attaching or detaching winch ropes or cables;
- (n) preparation of foodstuffs for cooking as directed by a cook;
- (o) ramming or tamping cement or concrete into moulds or foundations manually or bolting or otherwise securing parts of moulds for cement or concrete products or dismantling such moulds;
- (p) sewing, sorting, cleaning, mending, marking or stencilling bags or pockets by hand or affixing labels;
- (q) spreading dunnage in trucks;
- (r) tending livestock or minding vehicles;
- (s) gardening work (excluding the use of power-driven tools);

(42) "klipgroefwerker" 'n werknemer wat in beheer is van klipgroef-werksaamhede in hoogstens een klipgroef; (83)

(43) "kok" 'n werknemer wat maaltye voorberei en gaarmaak en van wie verlang kan word om aantekening van kosvoorraad te hou; (18)

(44) "korttyd" 'n tydelike vermindering van die getal gewone werkeure weens die wisselvalligheid van die weer, 'n slapte in die bedryf, 'n tekort aan spoorwegtrokke of boksele of grondstowwe, of 'n onklaar-raking van installasie of masjinerie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, of weens 'n onderbreking in die elektrisiteitstoevoer; (88)

(45) "laboratoriumassistent" 'n werknemer wat, onder toesig van 'n skeikundige of 'n laboratoriumassistent, senior die produkte of gedeeltes afgewerkte produkte van 'n bedryfsinrigting of die grondstowwe wat by die vervaardiging van sodanige produkte gebruik word, skeikundig ontleed en wat minder as vier jaar ondervinding of opleiding in daardie hoedanigheid het; (52)

(46) "laboratoriumassistent, senior" 'n werknemer met minstens vier jaar ondervinding of opleiding in daardie hoedanigheid; (53)

(47) "ligte of medium motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa hoogstens 9 000 kg is; (55)

(48) "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 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, maar dié voorbehoudbepaling mag nie so uitgelê word dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar by klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op so 'n grondslag in diens was nie, en "gewone loon" en "weekloon" het 'n ooreenstemmende betekenis; (94)

(49) "los werknemer" 'n werknemer wat hoogstens drie dae per week by dieselfde werkgewer in diens is; (10)

(50) "magasynman" 'n werknemer wat beheer het oor voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis of oop voorraadwerf te ontvang, te berg, te verpak of uit te pak of om goedere uit 'n magasyn of pakhuis of oop voorraadwerf aan die verbruiksafdeling in 'n bedryfsinrigting of vir versending te lewer; (89)

(51) "masjienfaktotum" 'n werknemer wat, onder toesig van 'n ambagsman, 'n voorman of 'n masjienfaktotum senior, kleinere herstelwerk of verstellings doen aan masjinerie, installasie of uitrusting en wat reserwedele of hele gedeeltes van masjinerie, installasie of uitrusting kan verwyder en vervang, maar wat nie op 'n ander wyse werk mag doen wat deur 'n ambagsman op die gebied van diagnose, presiesewerk, verstellings of stellings aan masjinerie, installasie of uitrusting gedoen word nie; (60)

(52) "masjienfaktotum, senior" 'n werknemer wat sonder toesig kleinere herstelwerk of verstellings doen aan masjinerie, installasie of uitrusting en wat reserwedele of hele gedeeltes van masjinerie, installasie of uitrusting kan verwyder en vervang, maar wat nie op 'n ander wyse werk mag doen wat deur 'n ambagsman op die gebied van diagnose, presiesewerk, verstellings of stellings aan masjinerie, installasie of uitrusting gedoen word nie; (61)

(53) "masjierversorger" 'n werknemer wat lopende installasie of masjinerie dophou vir onderbrekings of skade, toe- of afvoerverstop-pings of die vasslaan of breek van vervoerbande en wat om enige sodanige rede of vir skoonmaak- of opruimdoeleindes sodanige installasie of masjinerie mag stop of aan die gang sit; (62)

(54) "masjinis, gediplomeerd" 'n werknemer wat 'n stoom-, elektriese of diesellokomotief dryf en wat 'n masjinisertifikaat hou wat ingevolge die Wet op Myne en Bedrywe, 1956, uitgereik is; (57)

(55) "masjinis, ongediplomeerd" 'n werknemer wat 'n stoom-, elektriese of diesellokomotief dryf en wat nie 'n masjinisertifikaat hou wat ingevolge die Wet op Myne en Bedrywe, 1956, uitgereik is nie; (58)

(56) "masjinis se assistent" 'n werknemer wat die ketel van 'n lokomotief stook en wat trokke mag koppel of ontkoppel en spoorwissels oorskakel; (59)

(57) "meulenaar" 'n werknemer wat in beheer is van die maal van materiaal; (66)

(58) "militêre diens" enige diens of opleiding ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957); (65)

(59) "motorvoertuig" enige selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm³ wat gebruik word vir die vervoer van goedere of persone en dit omvat 'n voorhaker, maar nie 'n graafmasjien, traskavateur, voorlaaier, stootskraper, skrapeer-laaier, trekker, stortwa of 'n spoorwegtrokosteeltuig of enige soortgelyke uitrusting of 'n mobiele hystoestel nie; (68)

(60) "nasiener" 'n werknemer, uitgesonderd 'n fabrieksklerk, wat, onder toesig van 'n klerk, die getal items wat op 'n voertuig gelaai of daarvan afgelaai word, met 'n laaibrief vergelyk; (13)

(t) removing rocks or debris from quarry face;

(u) spotting or directing trucks for loading or dumping operations;

(v) breaking or sorting of scrap;

(w) carrying or handling trailer cables; (93)

(45) "greaser" means an employee who, under supervision, oils or greases machinery or vehicles, other than motor vehicles; (73)

(46) "greaser, senior" means an employee who independently oils or greases machinery or vehicles other than motor vehicles in more than one section or department of an establishment in accordance with set schedules; (74)

(47) "gross combination mass" in relation to a motor vehicle means its gross vehicle mass together with the mass, with load, of any trailer or semi-trailer drawn by such motor vehicle, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (23)

(48) "gross vehicle mass" in relation to a motor vehicle or trailer means the maximum mass of such vehicle or trailer and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (24)

(49) "heavy or extra-heavy motor vehicle" means a motor vehicle the gross vehicle mass or the gross combination mass of which exceeds 9 000 kg; (78)

(50) "instructor" means an employee other than an instructor, senior, who is engaged in training employees in grades H, I or J; (36)

(51) "instructor, senior" means an employee who may supervise an instructor and who is engaged in training employees in any grade; (37)

(52) "laboratory assistant" means an employee who, under the supervision of a chemist or a laboratory assistant, senior, is engaged in the chemical analysis of the products or partly finished products of an establishment or of the raw materials used in the manufacture of such products and who has less than four years' experience or training in that capacity; (45)

(53) "laboratory assistant, senior" means an employee who has had at least four years' experience or training as a laboratory assistant; (46)

(54) "law" includes the common law; (96)

(55) "light or medium motor vehicle" means a motor vehicle the gross vehicle mass or the gross combination mass of which does not exceed 9 000 kg; (47)

(56) "local authority" means any borough council, city council, municipal council, village management board, divisional council or any similar institution or body contemplated in section 84 (1) (f) of the Provincial Government Act, 1961, and includes any town council or village council established in terms of section 2 of the Black Local Authorities Act, 1982 (Act 102 of 1982); (67)

(57) "locomotive driver, certificated" means an employee who is engaged in driving a steam, electric or diesel locomotive and who is the holder of a locomotive engine driver's certificate issued in terms of the Mines and Works Act, 1956; (54)

(58) "locomotive driver, uncertificated" means an employee who is engaged in driving a steam, electric or diesel locomotive and who does not hold a locomotive engine driver's certificate issued in terms of the Mines and Works Act, 1956; (55)

(59) "locomotive driver's assistant" means an employee who fires a locomotive boiler and who may couple or uncouple trucks and change railway track points; (56)

(60) "machine handyman" means an employee who, under the supervision of an artisan, a foreman or a machine handyman, senior, is engaged in making minor repairs or adjustments to machinery, plant or equipment and who may remove and replace parts or whole portions of machinery, plant or equipment, but who may not otherwise do work performed by an artisan in the areas of diagnosis, precision work, adjustments or settings to machinery, plant or equipment; (51)

(61) "machine handyman, senior" means an employee who without supervision is engaged in making minor repairs or adjustments to machinery, plant or equipment and who may remove and replace parts or whole portions of machinery, plant or equipment, but who may not otherwise do work performed by an artisan in the areas of diagnosis, precision work, adjustments or settings to machinery, plant or equipment; (52)

(62) "machine watcher" means an employee who is engaged in watching running plant or machinery for interruptions or damage, choking of feed or discharge or the jamming or breaking of conveyor belts and may for any such cause or for the purposes of cleaning or clearing stop and start such plant or machinery; (53)

(63) "manager" means an employee who is charged by his employer with the overall supervision over, responsibility for, and direction of the activities of an establishment and the employees engaged therein; (19)

(61) "noodwerk" —

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

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

(c) enige werk in verband met die laai of aflaa van—

(i) skepe;

(ii) spoorwaens of voertuie van die Suid-Afrikaanse Vervoerdienste;

(iii) voertuie gebruik deur 'n karweier in die uitvoering van sy kontrak as sodanig met die Suid-Afrikaanse Vervoerdienste; (27)

(62) "onderbaas" 'n werknemer wat, onder toesig, in beheer is van werknemers in die grade H, I en J; (11)

(63) "onderbaas, senior" 'n werknemer wat regstreeks in beheer is van werknemers in die grade G, H, I en J; (12)

(64) "ondervinding", met betrekking tot 'n werknemer in grade E tot H, die totale tydperk of tydperke in diens of in opleiding wat 'n werknemer werksaam was in die hoedanighede wat onder sy graad in die Sementnywerheid gelys word: Met dien verstande dat—

(a) dit in die geval van 'n klerk of 'n fabrieksklerk die totale tydperk of tydperke in diens of in opleiding insluit wat die werknemer as onderskeidelik 'n klerk of 'n fabrieksklerk in enige nywerheid of bedryf of in diens van 'n plaaslike owerheid of die Staat werksaam was;

(b) 'n laboratoriumassistent senior en 'n masjini gediplomeerde geag word minstens sewe maande ondervinding in hulle onderskeie klasse te hê; (29)

(65) "oortyd" die gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werk-gewer werk en wat langer is as die gewone werkure by klousule 5 (1) vir sodanige werknemer voorgeskryf, maar dit omvat nie 'n tydperk waarin 'n werknemer op 'n Sondag vir sy werk-gewer werk nie; (74)

(66) "openbare feesdag" Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag of Kersdag; (82)

(67) "plaaslike owerheid" 'n munisipale raad, stadsraad, afdelingsraad, dorpsraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Wet op Provinsiale Bestuur, 1961, en dit sluit in 'n stadsraad of dorpsbestuur ingestel kragtens artikel 2 van die Wet op Swart Plaaslike Bestuur, 1982 (Wet 102 van 1982); (56)

(68) "posbode" 'n werknemer, uitgesonderd 'n bode, wat artikels vir die pos voorberei, artikels pos, pos sorteer en briewe, pakette, goedere of boodskappe met 'n fiets of enige twee- of driewielmotorfiets met 'n silinderinhoud van hoogstens 100 cm³ aflewer of aflaai; (81)

(69) "roetine-ondersoeker" 'n werknemer wat, onder toesig van 'n brander, meulenaar, laboratoriumassistent, laboratoriumassistent senior, of bestuurder, roetine-ondersoek van produkte of gedeeltelik afge-werkte produkte van 'n bedryfsinrigting of van die grondstowwe wat by die vervaardiging van sodanige produkte gebruik word, uitvoer; (85)

(70) "sekuriteitswag" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) Goedere, voertuie of mense deursoek;

(b) toesig hou oor wagte of beheer oor hulle uitoefen;

(c) die beweging van mense of voertuie deur kontrolepunte of hekke kontroleer of verslag daaroor doen;

en van wie vereis kan word om enige of al die pligte van 'n wag uit te voer; (86)

(71) "skofwerker" 'n werknemer wat skofwerk verrig in 'n werksaamheid in 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag op hoogstens ses dae per week gewerk word; (87)

(72) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie maar ontwerp of aangepas is om deur 'n motorvoertuig getrek te word, en dit omvat 'n leunwa; (92)

(73) "smeerder" 'n werknemer wat onder toesig masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer; (45)

(74) "smeerder, senior" 'n werknemer wat onafhanklik masjinerie of voertuie, uitgesonderd motorvoertuie, in meer as een afdeling of departement van 'n bedryfsinrigting volgens vaste rooster olie of smeer; (46)

(75) "springstofhanteerder" 'n werknemer wat, benewens die dra van springstowwe, 'n springstofwerker in enige wetlik veroorloofde mate bystaan; (30)

(76) "springstofwerker" 'n werknemer wat skietwerk met springstowwe verrig en wat ooreenkomstig die Wet op Myne en Bedrywe, 1956, 'n "bevoegde" persoon is; (7)

(77) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (75)

(64) "messenger" means an employee who, within an establishment, is engaged in delivering or collecting letters, messages or goods on foot or by means of a bicycle or other hand or foot propelled vehicle; (20)

(65) "military service" means any service or training in terms of the Defence Act, 1957 (Act 44 of 1957); (58)

(66) "miller" means an employee who is in charge of the milling of materials; (57)

(67) "mobile hoist operator" means an employee who operates a mobile powerdriven hoist or loader or forklift for the loading, unloading, moving or stacking of goods; (14)

(68) "motor vehicle" means any self-propelled vehicle with an engine capacity exceeding 100 cm³ used for conveying goods or persons and includes a mechanical horse but does not include an excavator, a traxcavator, front-end loader, bulldozer, scraper-loader, tractor, dumper or a rail truck marshaller unit or any similar equipment or a mobile hoist; (59)

(69) "operator of a sweeper or lawn mower" means an employee who is engaged in operating a power driven sweeper or lawn mower which has an engine power of less than 4,5 kilowatt or an engine capacity of less than 250 cm³; (16)

(70) "operator of a sweeper or lawn mower, senior" means an employee who is engaged in operating a power driven sweeper or lawn mower which has an engine power of 4,5 kilowatt or more or an engine capacity of 250 cm³ or more; (17)

(71) "operator of earthmoving equipment" means an employee who operates a traxcavator, front-end loader, bulldozer, scraper-loader or any similar equipment, other than an excavator, a tractor, dumper or a rail truck marshaller unit, used in the loading, unloading, moving or stacking of goods or earth (other than used in the winning of raw materials), the cleaning or tidying of premises or the movement of stockpiles of raw materials; (11)

(72) "operator of earthwinning equipment" means an employee who operates a traxcavator, front-end loader, bulldozer, scraper-loader or any similar equipment, other than an excavator, a tractor, dumper or a rail truck marshaller unit, used in the winning of raw materials; (10)

(73) "operator of service equipment" means an employee who within an establishment operates a tractor or a rail truck marshaller unit used in the loading, unloading, moving or stacking of goods, the cleaning or tidying of premises or the movement of stockpiles of raw materials; (9)

(74) "overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 5 (1) but does not include any period during which an employee works for his employer on a Sunday; (65)

(75) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (77)

(76) "plant attendant, class I" means an employee who under the supervision of a plant operator, burner, miller, locomotive driver or foreman attends to any of the following power-driven sections of plant or machinery:

- (a) Crusher;
- (b) former or drier;
- (c) gantry crane;
- (d) hydroballer;
- (e) mass-measuring bridge;
- (f) tippler;

and who may start and stop such plant or machinery but who may not make any adjustments or repairs thereto; (33)

(77) "plant attendant, class II" means an employee who, under the supervision of a plant operator, burner, miller, locomotive driver, despatch clerk, senior chargehand or foreman operates or attends to any one of the following power-driven units of plant or machinery or processes:

- (a) Reclaimer;
- (b) blending bin;
- (c) cement mill feeder;
- (d) conveyor;
- (e) packing plant extraction/bag and bulk;
- (f) packing plant deflector;
- (g) crusher inlet system;
- (h) compressor;
- (i) stacker;
- (j) silo feeding and extraction;
- (k) slag drying;
- (l) stoking of plant for drying of raw materials;
- (m) tanker off-loading;
- (n) mass measuring of pockets of cement other than the duty referred to in item (e) of the definition "grade I employee";

(78) "swaar of ekstra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa 9 000 kg oorskry; (49)

(79) "toonbankhulp" 'n werknemer wat in 'n winkel of kantien of by 'n ontspanningsklubtoonbank met die verkoop van goedere of maaltye behulpsaam is; (19)

(80) "treinreëlaar" 'n werknemer wat spoorweggetrokke koppel en ontkoppel en 'n masjinis wys waar om trokke vir dié doel op te stel; (93)

(81) "versendingsklerk" 'n werknemer wat toesig hou oor die versending of verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, massameting, verpakking, merk, adresseer of versending van sodanige goedere of pakkette; (21)

(82) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat aan 'n bestuurder daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer; (34)

(83) "voorraaduitreiker" 'n werknemer, uitgesonderd 'n fabrieksklerk, wat, onder toesig van 'n klerk of 'n klerk senior, voorraaditems by voorlegging van 'n skriftelike rekwisie of rekordkaart uitreik; (90)

(84) "wag" 'n werknemer, uitgesonderd 'n sekuriteitswag, wat een of meer van die volgende pligte uitvoer:

(a) 'n Perseel, geboue, strukture of vaste of roerende eiendom bewaak, beskerm of patroleer;

(b) honte of beheer in die uitvoering van een of meer van die pligte in (a) bedoel; (95)

(85) "week", met betrekking tot 'n werknemer, die tydperk van sewe dae waarin die werkweek van daardie werknemer gewoonlik val; (96)

(86) "werknemer graad A" 'n werknemer wat as 'n voorman werksaam is; (35)

(87) "werknemer graad B" 'n werknemer wat in een of meer van die volgende hoedanighede in diens is:

(a) Assistent-voorman;

(b) kampongbestuurder;

(c) klipgroefopsigter; (36)

(88) "Werknemer graad C" 'n werknemer wat as 'n klipgroefwerker werksaam is; (37)

(89) "werknemer graad D" 'n werknemer wat in een of meer van die volgende hoedanighede in diens is:

(a) Ambagsman;

(b) springstofwerker;

(c) brander;

(d) instrukteur, senior;

(e) baanmeester; (38)

(90) "Werknemer graad E" 'n werknemer wat in een of meer van die volgende hoedanighede in diens is:

(a) Drywer, klas I, van 'n swaar of ekstra swaar motorvoertuig;

(b) graafmasjienbediener;

(c) laboratoriumassistent, senior;

(d) masjinis, gediplomeerd;

(e) masjienfaktotum, senior;

(f) meulenaar;

(g) bediener van grondverskuiwingsuitrusting;

(h) installasiebediener;

(i) klerk, senior; (39)

(91) "werknemer graad F" 'n werknemer wat in een of meer van die volgende hoedanighede in diens is:

(a) Klerk;

(b) onderbaas, senior;

(c) versendingsklerk;

(d) bediener van 'n boor, senior;

(e) drywer, klas I, van 'n ligte of medium motorvoertuig;

(f) drywer, klas II, van 'n swaar of ekstra swaar motorvoertuig;

(g) laboratoriumassistent;

(h) masjinis, ongediplomeerd;

(i) masjienfaktotum;

(j) bediener van grondwerktoe;

(k) installasieversorger, klas I;

(l) magasynman; (40)

- (o) clinker off-loading;
- (p) materials extraction;
- (q) belt tripper;
- (r) calcinator;

and who may start and stop such plant, machinery or process but who may not make any adjustments or repairs thereto; (34)

(78) "plant attendant, class III" means an employee who under supervision operates or attends to any one of the following power-driven units of plant, machinery or processes:

- (a) Air compressor;
- (b) concrete mixer;
- (c) cement packer;
- (d) crusher inlet;
- (e) jackhammer;
- (f) kiln feeder;
- (g) screen;
- (h) pump;
- (i) slurry silo;
- (j) winch;

and who may start or stop such plant, machinery or process but who may not make any adjustments or repairs thereto; (35)

(79) "plant operator" means an employee other than a burner or a miller who controls the operation of any one or more of the following plant:

- (a) Calcination;
- (b) crushing;
- (c) despatch;
- (d) steam generation;

and who may start, stop or make adjustments or minor repairs to such plant; (32)

(80) "platelayer" means an employee who is engaged in and responsible for the laying or maintenance of a railway track; (8)

(81) "post messenger" means an employee other than a messenger who is engaged in the preparation of articles for posting, the posting of articles, the sorting of mail, and in the delivery or collecting of letters, parcels, goods or messages by means of a bicycle or any two- or three-wheeled motor cycle with an engine capacity not exceeding 100 cm³; (68)

(82) "public holiday" means New Year's Day (or the succeeding Monday whenever New Year's day falls on a Sunday), Good Friday, Ascension Day, Republic Day, Day of the Vow or Christmas Day; (66)

(83) "quarryman" means an employee who is in charge of the quarrying operations in not more than one quarry; (40)

(84) "quarry overseer" means an employee who is in charge of the quarrying operations in more than one quarry; (41)

(85) "routine tester" means an employee who, under the supervision of a burner, miller, laboratory assistant, laboratory assistant, senior, or manager, is engaged in making routine tests of the products or partly finished products of an establishment or of the raw materials used in the manufacture of such products; (69)

(86) "security guard" means an employee who is engaged in any one or more of the following duties:

- (a) Searching goods, vehicles or persons;
- (b) supervising or controlling watchmen;

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

and who may be required to perform any or all of the duties of a watchman; (70)

(87) "shift worker" means an employee who is engaged on shift work in an activity in an establishment in which two or three consecutive shifts per day are worked on not more than six days per week; (71)

(88) "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 tarpaulins or raw materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings or a breakdown in the supply of electric power; (44)

(89) "storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or open stock yard or delivering goods from a store or warehouse or open stock yard to the consuming departments of an establishment or for despatch; (50)

(90) "stores issuer" means an employee other than a factory clerk, who, under the supervision of a clerk or a clerk, senior, is engaged in issuing items of stores against presentation of a written requisition or bin card; (83)

(92) "werknemer graad G" 'n werknemer wat in een of meer van die volgende hoedanighede in diens is:

- (a) Assistent-versendingsklerk;
- (b) boufaktotum;
- (c) onderbaas;
- (d) bediener van 'n boor;
- (e) drywer, klas II, van 'n ligte of medium motorvoertuig;
- (f) bediener van 'n valgewig;
- (g) fabrieksklerk;
- (h) eerstehulpordonnans;
- (i) smeerder, senior;
- (j) instrukteur;
- (k) bediener van 'n mobiele hystoestel;
- (l) bediener van diensuitrusting;
- (m) bediener van 'n veër of grassnyer, senior;
- (n) instalasieversorger, klas II;
- (o) roetine-ondersoeker;
- (p) sekuriteitswag;
- (q) voorraaduitreiker;
- (r) gereedskapkamerversorger; (41)

(93) "werknemer graad H" 'n werknemer wat in een of meer van die volgende hoedanighede in diens is:

- (a) Ambagsman se assistent;
- (b) nasiener;
- (c) kok;
- (d) toonbankhulp;
- (e) springstofhanteerder;
- (f) filtersakskoonmaker;
- (g) smeerder;
- (h) masjinis se assistent;
- (i) masjierversorger;
- (j) instalasieversorger, klas III;
- (k) posbode;
- (l) treinreëlaar;
- (m) wag; (42)

(94) "werknemer graad I" 'n werknemer wat een of meer van die volgende pligte verrig of in een of meer van die volgende hoedanighede in diens is:

- (a) Ablusieskoonmaker;
- (b) assistent-eerstehulpordonnans;
- (c) hostelstoomketel versorg;
- (d) spoorbane lê of opruim soos beveel word;
- (e) lokovlagman;
- (f) massameting of meng van goedere volgens voorafbepaalde mate en hoeveelhede;

- (g) bode;
- (h) bediener van 'n veër of grassnyer;
- (i) breekvlakke stroop;
- (j) vergruismiddel sorteer;
- (k) materiaalmonsters neem en vir toetsing voorberei;

(l) op 'n telbord rekord hou van die getal vragte erts wat by die vergruiermond afgelewer word;

(m) vol sakke van trollies, vervoerbande of glybane in afleweringvoertuie of spoorwaens laai of stapel; (43)

(95) "werknemer graad J" 'n werknemer wat een of meer van die volgende pligte verrig:

- (a) met die hand steen- of betonwerk breek;
- (b) persele, installasie, masjinerie, gereedskap, werktuie, voertuie of spoorwaens skoonmaak;
- (c) bome of plantegroei afkap, vernietig of verwyder;
- (d) slote, gate, fondamente of ander uitgrawingswerk met handgereedskap grawe;
- (e) met die hand ophig, verskuif, dra, stapel of baal;
- (f) afwit;

(g) met die hand laai of aflaai, uitgesonderd die pligte waarvan in item (m) van die woordskrywing "graad I-werknemer" melding gemaak word;

(h) klippe, grond, klei of derglike materiaal losmaak, uithaal, breek, gelykmaak, sif of spreid;

(91) "toolroom attendant" means an employee who is engaged in receiving or issuing tools or equipment in a toolroom and making records of such receipts or issues; (31)

(92) "trailer" means a vehicle which is not self-propelled but designed or adapted to be pulled by a motor vehicle, and includes a semi-trailer; (72)

(93) "train arranger" means an employee who is engaged in the coupling and uncoupling of railway trucks and the directing of a locomotive driver in the arranging of trucks for this purpose; (80)

(94) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5, provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1) it means such higher amount—but this proviso shall not be so construed 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 had he not been employed on such a basis; and "ordinary wage" and "weekly wage" have corresponding meanings; (48)

(95) "watchman" means an employee other than a security guard who is engaged in any one or more of the following duties—

(a) guarding, protecting or patrolling premises, buildings, structures or fixed or movable property;

(b) handling or controlling dogs in the performance of any or all of the duties referred to in (a); (84)

(96) "week" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls. (85)

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 all areas	
	During the first year after this determination becomes binding	Thereafter
	<i>Per week</i> R	<i>Per week</i> R
Grade A	200,00	220,00
Grade B	190,00	210,00
Grade C	180,00	200,00
Grade D	165,00	182,00
Grade E—		
during the first seven months of experience	105,00	115,00
thereafter	135,00	148,00
Grade F—		
during the first six months of experience	69,00	76,00
thereafter	85,00	94,00
Grade G—		
during the first five months of experience	62,00	68,00
thereafter	69,00	76,00
Grade H—		
during the first three months of experience	60,00	66,00
thereafter	62,00	68,00
Grade I	57,00	63,00
Grade J	55,00	61,00

(b) *Casual employees.*—For each day or part of a day of employment, other than a public holiday as defined or a Sunday, not less than—

(i) one-fifth, if the maximum prescribed ordinary hours of work of such employee are nine and a quarter;

(ii) one-sixth, if such maximum is eight and a half;

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, plus 10 per cent, whether he has on that day worked the maximum number of ordinary hours of work applicable to him in terms of clause 5 (1) (a) or less: Provided that—

(aa) where an 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 on the scale;

(i) bou- of padmaak- of dergelijke materiaal meng of enige sodanige materiaal met 'n graaf, vork, hark of kruiwa spreij;

(j) onder toesig kleppe of krane, insluitend pompbeheertoestelle, oop- of toemaak;

(k) 'n nie-kraggedrewe handkraan, -pomp, -hyser of -windas bedien;

(l) 'n voertuig of vragmotor stoot, trek, plaas, rem, koppel, ont koppel of die seile daarop vasmaak, maar nie met behulp van 'n meganiese toestel nie;

(m) windastoue of -kabels vas- of losmaak;

(n) kos vir gaarmaak voorberei soos deur 'n kok aangedui;

(o) sement of beton met die hand in gietvorms of fondamente stamp of vasstamp of die onderdele van gietvorms vir die maak van sement- of betonprodukte vasbout of op 'n ander wyse aanmekeer heg of sodanige gietvorms aftakel;

(p) sakke of sakkies met die hand toewerk, sorteer, skoonmaak, heel- maak, merk of sjabloneer, of etikette daaraan heg;

(q) stumateriaal in trokke spreij;

(r) lewende hawe of voertuie oppas;

(s) tuinwerk (met uitsondering van die gebruik van kraggedrewe gereedschap);

(t) rotse en ander puin van breekvlak verwyder;

(u) vragmotors vir laai- of storthandelings raaksien of daaraan aan- wysings gee;

(v) afvalmateriaal breek of sorteer;

(w) sleepkabels dra of hanteer; (44)

(96) "wet" ook die gemene reg; (54)

3. BESOLDIGING

(1) Die minimum loon wat 'n werkgewer aan elke lid van onderge- noemde klasse werknemers in sy diens moet betaal, is dié hieronder uit- eengesit:

(a) *Werknemers, uitgesonderd los werknemers:*

	In alle gebiede	
	Gedurende die eerste jaar na- dat dié vas- stelling van krag geword het	Daarna
	<i>Per week</i> R	<i>Per week</i> R
Graad A	200,00	220,00
Graad B	190,00	210,00
Graad C	180,00	200,00
Graad D	165,00	182,00
Graad E—		
gedurende die eerste sewe maande ondervinding	105,00	115,00
daarna	135,00	148,00
Graad F—		
gedurende die eerste ses maande onder- vinding	69,00	76,00
daarna	85,00	94,00
Graad G—		
gedurende die eerste vyf maande onder- vinding	62,00	68,00
daarna	69,00	76,00
Graad H—		
gedurende die eerste drie maande onder- vinding	60,00	66,00
daarna	62,00	68,00
Graad I	57,00	63,00
Graad J	55,00	61,00

(b) *Los werknemers.*—Vir elke dag of gedeelte van 'n dag diens, uitge- sonderd diens op 'n openbare feesdag, soos omskryf, of op 'n Sondag, minstens—

(i) een vyfde, indien die maksimum voorgeskrywe gewone werkure van sodanige werknemer nege en 'n kwart is;

(ii) een sesde, indien sodanige maksimum agt en 'n half is, van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word, plus 10 persent afgesien daarvan of hy op dié dag die maksimum getal gewone werkure wat kragtens klousule 5 (1) (a) op hom van toepassing is, of minder gewerk het: Met dien verstande dat—

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

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

(2) *Basis of contract.*—For the purposes of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (6), he shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), as read with the definition of "wage" in clause 2 and with subclause (3), for an employee of his class in the area in which he works, 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 higher wage, or

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

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

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

(ii) 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—

(aa) this subclause shall not apply where the difference between the wages of employees in terms of subclause (1) is based on experience;

(ab) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this determination shall be 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 ordinarily worked by such employee in any week, which shall not be in excess of the ordinary hours of work prescribed for an employee in his class in clause 5.

(b) The hourly wage of a casual employee shall be his wage for that day divided by the number of ordinary hours worked by him on one day.

(c) The daily wage of an employee other than a casual employee, shall be his weekly wage divided by the number of days ordinarily worked by him in a week.

(d) 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, fortnightly or monthly during his ordinary hours of work, or within 15 minutes thereafter on the usual pay-day of the establishment for such employee (or in the case of a shift worker or an employee employed in a continuous activity at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) 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 period in respect of which payment is made;

(d) the number of ordinary hours of work worked by the employee in that period;

(e) the number of overtime hours worked by the employee in that period;

(f) the number of hours worked by the employee on a Sunday or a public holiday as defined;

(g) the employee's wage;

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

(i) details of any deductions made; and

(j) the nett amount paid to the employee;

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

(i) the particulars prescribed above may be recorded on such envelope or container or in such statement in code which code shall be fully set out and explained in an accompanying notice or in a notice posted in some conspicuous place in the establishment, accessible to all employees affected thereby;

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

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

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

(a) of 'n hoër loon,

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

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

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

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

Met dien verstande dat—

(aa) hierdie subklousule nie geld nie wanneer die verskil tussen die lone van werknemers ingevolge subklousule (1) op ondervinding berus;

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

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat normaalweg deur die betrokke werknemer in 'n week gewerk word en wat nie die gewone werkure oorskry wat vir 'n werknemer van sy klas by klousule 5 voorgeskryf word nie.

(b) Die uurloon van 'n los werknemer is sy loon vir daardie dag gedeel deur die getal gewone ure wat hy op daardie dag gewerk het.

(c) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal dae wat hy gewoonlik in 'n week werk.

(d) 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 enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, tweeweekliks of maandeliks in kontant betaal word gedurende sy gewone werkure, of binne 15 minute daarna op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer (of in die geval van 'n skofwerker of 'n werknemer wat in 'n aaneenlopende bedrywigheid werksaam is op 'n tyd waarvoor sodanige werknemer en sy werkgewer ooreengekom het, wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar nie later nie as 24 uur na die gewone betaaldag) of by diensbeëindiging as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde koevert of houer wees waarop aangebring is, of wat vergesel gaan van, 'n staat waarop gemeld word—

(a) die werkgewer se naam;

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

(c) die tydperk waarvoor die betaling geskied;

(d) die getal gewone werkure wat die werknemer gedurende daardie tydperk gewerk het;

(e) die getal ure wat die werknemer gedurende daardie tydperk oortyd gewerk het;

(f) die getal ure wat die werknemer op 'n Sondag of 'n openbare vakansiedag, soos omskryf, gewerk het;

(g) die werknemer se loon;

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

(i) besonderhede van enige bedrag wat afgetrek is; en

(j) die netto bedrag wat aan die werknemer betaal word;

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

(i) die besonderhede hierbo voorgeskryf, in kodevorm op die koevert of houer of staat opgeteken kan word en dat sodanige kode volledig uiteengesit en verduidelik moet word in 'n bygaande kennisgewing of 'n kennisgewing wat opgeplak gehou moet word op 'n opvallende plek in die bedryfsinrigting wat toeganklik is vir alle werknemers wat by die saak betrokke is;

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

(iii) the information relating to subparagraphs (d), (e) and (f) need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (6) (a).

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

(3) *Premiums.*—Subject to the provisions of any other law no payment by an employee or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that 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) *Accommodation, meals or rations.*—Save as provided in the Blacks (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to accept accommodation, meals or rations from any person or at any place nominated by him.

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

(a) With the written consent of the employee, a deduction for any holiday, sick, medical, insurance, savings, provident or pension fund, or in respect of subscriptions to a trade union or recreational club, if such club is on the employer's premises;

(b) except where otherwise provided in this determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;

(d) whenever an employee is required in terms of the Blacks (Urban Areas) Consolidation Act, 1945, or agrees to accept accommodation, meals or rations from his employer, a deduction not exceeding the amounts specified hereunder—

	Per week	Per month
	R	R
(i) Accommodation.....	2,25	9,75
(ii) Meals and/or rations	4,50	19,50
(iii) Accommodation, meals and/or rations.....	6,75	29,25;

(e) whenever the ordinary hours of work prescribed in clause 5 are reduced because 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 a slackness of trade or shortage of railway trucks or tarpaulins or 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 or a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings or a breakdown in the supply of electric power in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

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

(i) any banking institution, building society, insurance business, registered financial institution, local authority or the State in respect of a payment on a loan granted to such employee to acquire a dwelling;

(ii) any organisation or body in respect of the rent of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such organisation or body wholly or partially from funds advanced for that purpose by the State or a body referred to in subparagraph (i);

(g) with the written consent of the employee, a deduction, in one or more instalments, of any amount loaned or advanced to him by the employer: Provided that such deduction shall not exceed one-third of the total

(ii) met die toestemming van 'n werknemer, die bedrag aan hom verskuldig, per tjek betaal kan word of op sy skriftelike versoek gestort kan word in sy bouvereniging- of bankrekening deur die werkgever, wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;

(iii) die inligting met betrekking tot subparagraph (d), (e) en (f) nie verstrek hoef te word nie aan 'n werknemer wat ingevolge klousule 5 (6) (a) van die werkerebepalings uitgesluit is nie.

(2) *Los werknemers.*—'n Werkgever moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal, maar minstens een maal per week.

(3) *Premies.*—Behoudens die bepalinge van enige ander wet mag geen betaling regstreeks of onregstreeks deur 'n werkgever van of ten behoeve van 'n werknemer aangeneem word vir die indiensneming of opleiding van daardie werknemer nie.

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

(5) *Huisvesting, etes of rantsoene.*—Behoudens die Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om huisvesting, etes of rantsoene van enigiemand of op enige plek deur hom aangewys, aan te neem nie.

(6) *Aftrekkings.*—'n Werkgever mag sy werknemer geen boetes oplê of enige bedrae van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:

(a) Met die skriftelike toestemming van die werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, mediese hulp-, versekerings-, spaar-, voorsorg- of pensioenfonds of vir ledegeld van 'n vakvereniging of ontspanningsklub, mits sodanige klub op die perseel van die werkgever is;

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

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

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

	Per week	Per maand
	R	R
(i) Huisvesting	2,25	9,75
(ii) Etes en/of rantsoene	4,50	19,50
(iii) Huisvesting, etes en/of rantsoene	6,75	29,25;

(e) wanneer die gewone werkure by klousule 5 voorgeskryf, weens korttyd verminder word, 'n bedrag van hoogstens die werknemer (uitgesonder '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 spoorwegtrokke of boksele of grondstowwe ontstaan, geskied nie, tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;

(iii) geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens die wisselvalligheid van die weer of 'n onklaarmaking van die installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word of weens 'n onderbreking in die elektrisiteitstoevoer, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

(f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever betaal het of onderneem het om te betaal aan—

(i) enige bankinstelling, bouvereniging, versekeringsonderneming, geregistreerde finansieringsinstelling, plaaslike owerheid of die Staat ten opsigte van 'n lening aan sodanige werknemer toegestaan om 'n woning te bekom;

(ii) enige organisasie of liggaam ten opsigte van die huur van 'n woning of akkommodasie in 'n hostel deur sodanige werknemer geokkupeer as sodanige woning of hostel voorsien is deur bemiddeling van sodanige organisasie of liggaam geheel of gedeeltelik uit fondse voorgeskiet vir daardie doel deur die Staat of 'n liggaam bedoel in subparagraaf (i).

(g) met die skriftelike toestemming van 'n werknemer, 'n aftrekking, in een of meer paaielemente, van enige bedrag wat die werkgever aan hom geleen of voorgeskiet het: Met dien verstande dat sodanige aftrekking hoogstens een derde van die totale besoldiging is wat op die betrokke

remuneration due to the employee on the pay-day concerned and provided further that no such deduction shall be made in respect of any period during which the employee's wage is reduced in terms of paragraph (e);

(h) with the written consent of the employee, a deduction of any amount due by him to the employer in respect of the rent of a dwelling belonging to the employer or for electricity or water supplied in or at such dwelling.

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, in the case of—

(a) a casual employee in an establishment in which the employees normally work on—

(i) not more than five days in a week, nine and a quarter on any day;

(ii) more than five days per week, eight and a half on any day;

(b) a security guard or a watchman—

(i) 60 in any week from Monday to Saturday, inclusive; and

(ii) subject to subparagraph (i), in the case of an employee who normally works on—

(aa) not more than five days in a week, 12 on any day;

(ab) more than five days in a week, 10 on any day;

(c) a shift worker—

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

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

(d) any other employee—

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

(ii) subject to subparagraph (i), in the case of an employee who normally works on—

(aa) not more than five days in a week, nine and a quarter on any day;

(ab) more than five days in a week, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and a half.

(2) *Meal intervals.*—An employer shall not require or permit an employee to work continuously for more than five hours 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 where proviso (i) or (v) applies, shall be deemed to be continuous;

(iii) if such interval be longer than one hour except when proviso (vii) applies 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, class I, who during such interval does no work other than being or remaining in charge of the vehicle and its load shall be deemed for the purposes of this subclause not to have worked during such interval;

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

(3) *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.

(4) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime otherwise than in accordance with an agreement concluded by him with the employee and provided that the overtime does not exceed, in the case of—

(a) a casual employee, three hours on any day;

(b) a security guard or a watchman, 12 hours in any week; and

(c) any other employee, three hours on any day and 10 hours in any week.

betaaldag aan die werknemer verskuldig is en met dien verstande voorts dat geen sodanige aftrekking gemaak moet word vir enige tydperk waartydens die werknemer se loon ingevolge paragraaf (e) verminder is nie;

(h) met die skriftelike toestemming van die werknemer, 'n aftrekking van enige bedrag wat deur hom aan die werkgever verskuldig is vir die huur van 'n woonhuis wat aan die werkgever behoort of vir elektrisiteit of water wat in of by sodanige woonhuis voorsien is.

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

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

(a) 'n los werknemer in 'n bedryfsinrigting waarin die werknemers gewoonlik werk op—

(i) hoogstens vyf dae per week, nege en 'n kwart op enige dag;

(ii) meer as vyf dae per week, agt en 'n half op enige dag;

(b) 'n sekuriteitswag of 'n wag—

(i) 60 in 'n week van Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i), in die geval van 'n werknemer wat normaalweg op—

(aa) hoogstens vyf dae per week werk, 12 op enige dag;

(ab) meer as vyf dae per week werk, 10 op enige dag;

(c) 'n skofwerker—

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

(ii) behoudens subparagraaf (i), agt op enige dag;

(d) enige ander werknemer—

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

(ii) behoudens subparagraaf (i), in die geval van 'n werknemer wat normaalweg op—

(aa) hoogstens vyf dae per week werk, nege en 'n kwart op 'n dag;

(ab) meer as vyf dae per week werk, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op enige van die ander dae tot agt en 'n half verleng kan word.

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

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

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

(iii) as sodanige pouse langer as een uur duur, uitgesonderd waar voorbehoudsbepaling (vii) van toepassing is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werkyd 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 is, van 'n werkgever vereis word om op 'n dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort kan word;

(vi) 'n drywer klas 1, wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;

(vii) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik betrokke is by die skoonmaak van persele indien sodanige pouse langer as drie uur is, enige tydperk wat drie uur te bowe gaan, geag word deel van die gewone werkure uit te maak;

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

(4) *Beperking van oortydwerk.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie behalwe ingevolge 'n ooreenkoms wat hy met die werknemer aangegaan het en met dien verstande dat sodanige oortyd nie, in die geval van—

(a) 'n los werknemer, drie uur op 'n dag;

(b) 'n sekuriteitswag of 'n wag, 12 uur in 'n week; en

(c) enige ander werknemer, drie uur op enige dag en 10 uur in 'n week;

oorskry nie.

(5) *Payment of overtime.*—An employer shall pay to an employee who works overtime at a rate of not less than one a third times his hourly wage in respect of the total period so worked by such employee—

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

(b) in any week, fortnight or month, in the case of any other employee depending on whether his wage is paid weekly, fortnightly or monthly, respectively.

(6) *Savings.*—(a) This clause shall not apply to an employee who regularly receives a wage of not less than R1 350 per month.

(b) Subclause (2) shall not apply to a locomotive driver, a locomotive driver's assistant or a train arranger.

(c) Subclause (2) shall not apply to a security guard or a watchman: Provided that if such an employee is allowed a meal interval, the time taken up by such interval shall be regarded as time worked by him.

(d) Subclauses (2), (3) and (4) shall not apply to an employee while he is engaged on emergency work.

(e) Subclauses (1), (2) and (3) shall not apply to an employee employed in a continuous activity.

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, in the case of—

(a) a security guard or a watchman whose ordinary hours of work do not exceed 48 in a week and who normally works on—

(i) not more than five days in a week, 15 consecutive work-days' leave;

(ii) more than five days in a week, 18 consecutive workdays' leave;

(b) a security guard or a watchman, other than a security guard or a watchman referred to in paragraph (a), who normally works on—

(i) not more than five days in a week, 20 consecutive work-days' leave;

(ii) more than five days in a week, 24 consecutive workdays' leave;

(c) any other employee who normally works on—

(i) not more than five days in a week, 15 consecutive workdays' leave;

(ii) more than five days in a week, 18 consecutive work-days' leave;

and the employee shall take such leave and the employer shall pay the employee in respect of such leave—

(aa) in the case of an employee referred to in paragraph (a) or (c), 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;

(ab) in the case of an employee referred to in paragraph (b), 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;

Provided that for the purposes of this clause the weekly wage at any date of any employee who is engaged on piece-work shall be deemed to be his average remuneration for the preceding 13 weeks or, if a lesser period has been worked, for the number of completed weeks so worked.

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

(a) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted and be taken so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing, before the expiration of the said period of four months, the employer shall grant such leave to the employee and the employee must take such leave 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—

(i) sick leave in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) amounting in the aggregate in any period of 12 months to not more than 10 weeks;

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

(iii) any period during which the employee is on military service;

(c) 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 annual leave relates.

(5) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, teen minstens een en 'n derde maal sy uurloon betaal ten opsigte van die totale tydperk aldus deur hom gewerk—

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

(b) in enige week, 14 dae of maand, in die geval van enige ander werknemer, afhangende daarvan of sy loon onderskeidelik weekliks, tweeweekliks of maandeliks betaal word.

(6) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing op 'n werknemer wat gereeld 'n loon van minstens R1 350 per maand ontvang nie.

(b) Subklousule (2) is nie op 'n masjinis, 'n masjinis se assistent of 'n treinreëlaar van toepassing nie.

(c) Subklousules (2) is nie op 'n sekuriteitswag of 'n wag van toepassing nie: Met dien verstande dat indien sodanige werknemer 'n etenspouse toegelaat word, die tydskuur van sodanige etenspouse as tyd wat hy gewerk het, beskou sal word.

(d) Subklousules (2), (3) en (4) is nie op 'n werknemer van toepassing terwyl hy noodwerk verrig nie.

(e) Subklousules (1), (2) en (3) is nie van toepassing op 'n werknemer wat in 'n aaneenlopende bedrywigheid werksaam is nie.

6. JAARLIKSE VERLOF

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

(a) 'n sekuriteitswag of 'n wag wie se gewone werkure nie 48 in 'n week oorskry nie en wat gewoonlik—

(i) hoogstens vyf dae per week werk, 15 agtereenvolgende werkdade;

(ii) meer as vyf dae per week werk, 18 agtereenvolgende werkdade;

(b) 'n sekuriteitswag of wag, uitgesonderd in sekuriteitswag of 'n wag genoem in paragraaf (a), wat gewoonlik—

(i) hoogstens vyf dae per week werk, 20 agtereenvolgende werkdade;

(ii) meer as vyf dae per week werk, 24 agtereenvolgende werkdade;

(c) enige ander werknemer wat gewoonlik—

(i) hoogstens vyf dae per week werk, 15 agtereenvolgende werkdade;

(ii) meer as vyf dae per week werk, 18 agtereenvolgende werkdade;

en die werknemer moet sodanige verlof neem en die werkgewer moet die werknemer ten opsigte van sodanige verlof betaal—

(aa) in die geval van 'n werknemer in paragraaf (a) of (c) bedoel, 'n bedrag van minstens drie maal die weekloon wat die werknemer onmiddellik voor die aanvangsdatum van die verlof ontvang het;

(ab) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens vier maal die weekloon wat die werknemer onmiddellik voor die aanvangsdatum van die verlof ontvang het:

Met dien verstande dat by die toepassing van hierdie klousule die weekloon op enige datum van 'n werknemer wat op stukwerk in diens is, geag word sy gemiddelde besoldiging vir die voorafgaande 13 weke te wees of, indien 'n korter tydperk gewerk is, vir die getal voltooide weke wat aldus gewerk is.

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

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

(b) die tydperk van verlof nie mag saamval nie met enige tydperk—

(i) wat 'n werknemer afwesig is met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), wat hoogstens 10 weke in 'n tydperk van 12 maande beloop;

(ii) waartydens die werknemer onder kennisgewing van diensbeëindiging ingevolge klousule 12 is; of

(iii) wat 'n werknemer vir militêre diens afwesig is;

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

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

Provided 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 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), and with subclause (8), shall be paid not later than the last work-day before the date of commencement of the leave or, at the written request of the employee, be paid not later than the first pay-day after the expiration 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 and been taken 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 in the case of an employee referred to in—

(a) subclause (1) (a) or (c), one fourth, and

(b) subclause (1) (b), one third,

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 on full pay at his written request: Provided further that, subject to clause 12 (4), an employee shall not be entitled to any payment by virtue of this subclause if—

(i) he 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 upon termination or prior to termination of service in lieu of notice; or

(ii) he leaves his employment without cause recognised by law as sufficient.

(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 been 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 by him as at the date of the termination.

(7) For the purposes of this clause the expressions "employment" and "period of 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 amounting in any leave cycle to not more than 10 weeks in the aggregate, during which an employee is absent—

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b); or

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

(c) any period during which an employee is absent from work while on military service: Provided that an employee shall not be entitled to claim as employment, in any one period of 12 months employment, more than four months of such service;

and employment shall be deemed to commence, in the case of—

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

(ii) 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) 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.

(3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgever toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens oploop:

Met dien verstande dat—

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

(ii) die werkgever 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) en met subklousule (8), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof of, op die skriftelike versoek van die werknemer, uiterlik op die eerste betaaldag na verstryking 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 en geneem is, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuld is, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens, in die geval van—

(a) 'n werknemer in subklousule (1) (a) of (c) bedoel, een kwart; en

(b) 'n werknemer in subklousule (1) (b) bedoel, een derde

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever ten opsigte van al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is, 'n eweredige bedrag kan aftrek: Met dien verstande voorts dat, behoudens klousule 12 (4), 'n werknemer op geen besoldiging uit hoofde van hierdie klousule geregtig is nie—

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

(ii) indien hy sy diens sonder 'n regsgeldige rede verlaat.

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

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

(a) enige tydperk ten opsigte waarvan 'n werkgever 'n werknemer ingevolge klousule 12 betaal in plaas van kennis te gee;

(b) enige tydperk van altesaam hoogstens 10 weke in enige verloftydkring 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 (4) (a) of (b); of

(iii) op las of versoek van sy werkgever; en

(c) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie daarop geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid as diens te eis nie;

en word diens geag te begin, in die geval van—

(i) 'n werknemer wat, voordat hierdie vasstelling van krag 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;

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

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

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave, at any time, but not more than once in any period of 12 months, close his establishment for 21 consecutive days and in that case shall remunerate his employee in terms of subclause (1) or in terms of paragraph (c) hereof, as the case may be.

(b) Whenever a public holiday as defined falls on a day which otherwise would be a work-day for an employee and within the closed period referred to in paragraph (a), another work-day shall be added to the said closed 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.

(c) An employee who, at the date of the closing of an establishment or the part thereof in which he is employed, is not entitled to the full period of annual leave prescribed in subclause (1) 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 purposes of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment.

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, in the case of—

(a) an employee who normally works on not more than five days in a week, not less than 30 work-days, and

(b) any other employee, not less than 36 work-days

sick leave in the aggregate during each cycle of 36 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 cycle of 36 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 on not more than five days in a 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, in such first cycle 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, at the rate of the employee's wage at the commencement of the incapacity;

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

(iv) payment for any period of absence on sick leave in terms of this clause to an employee who is employed on piece-work shall be at the rate of the employee's average remuneration for the 13 weeks preceding the commencement of the sick leave or, if a lesser period has been worked, for the number of completed weeks so worked.

(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 two consecutive work-days; or

(b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a public holiday as defined;

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—

(i) 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 shall during the period of eight weeks immediately succeeding the last such occasion not be bound to pay the said amount to the employee in respect of any absence from work, unless he produces such a certificate;

(ii) if an employer provides an employee with free attention by a registered medical practitioner he may require such an employee to produce such a certificate in respect of any period of absence.

8. (a) Ondanks andersluidende bepalinge in hierdie klousule, kan 'n werkgewer vir die doel van jaarlikse verlof, ter eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting vir 12 agtereenvolgende dae sluit, en in daardie geval moet hy sy werknemer kragtens subklousule (1) of kragtens paragraaf (c) hiervan, na gelang van die geval, besoldig.

(b) Wanneer 'n openbare feesdag, soos omskryf, op 'n dag val wat andersins vir die werknemer 'n werkdag sou gewees het en wat binne die geslote tydperk bedoel in paragraaf (a) val, moet nog 'n werkdag by die genoemde geslote tydperk gevoeg word as 'n verdere verloftydperk en die werknemer moet 'n bedrag van minstens sy dagloon betaal word ten opsigte van elke sodanige dag bygevoeg.

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

7. SIEKTEVERLOF

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

(a) 'n werknemer wat normaalweg op hoogstens vyf dae in 'n week werk, altesaam minstens 30 werkdae, en

(b) enige ander werknemer, altesaam minstens 36 werkdae

gedurende elke tydkring van 36 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 tydkring van 36 agtereenvolgende maande diens nie op meer siekteverlof met volle besoldiging geregtig is nie, as in die geval van 'n werknemer wat hoogstens vyf dae per week werk, 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) wanneer 'n werknemer gedurende die eerste sodanige dienstrydkring by dieselfde werkgewer weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, hy geregtig is op besoldiging vir slegs die siekteverlof wat hom dan toekom, maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde dienstrydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal teen die loon waarop die werknemer by die aanvang van die ongeskiktheid geregtig was, vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.

(iii) wanneer 'n werkgewer ingevolge enige wet gelde vir mediese of hospitaalbehandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

(iv) die loon wat aan 'n werknemer wat op stukwerk in diens is, vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule betaal moet word, bereken moet word op die grondslag van die werknemer se gemiddelde besoldiging vir die 13 weke wat die aanvang van sy siekteverlof voorafgaan of, indien 'n korter tydperk gewerk is, vir die aantal voltooide weke wat gewerk is.

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

(a) vir langer as twee agtereenvolgende werkdae; of

(b) op die werkdag onmiddellik voor of op die werkdag onmiddellik na 'n Sondag of 'n openbare feesdag, soos omskryf,

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—

(i) wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede besoldiging ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid nie gebind hoef te wees om bedoelde bedrag ten opsigte van enige afwesigheid van die werk aan die werknemer te betaal nie tensy hy so 'n sertifikaat voorlê;

(ii) indien 'n werkgewer 'n werknemer van gratis diens deur 'n geregistreerde mediese praktisyn voorsien, hy van sodanige werknemer kan vereis om sodanige sertifikaat ten opsigte van enige tydperk van afwesigheid voor te lê.

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

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

(i) any period amounting in the aggregate, in any period of 12 months, to not more than 10 weeks, during which an employee is absent—

(aa) on leave in terms of clause 6;

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

(ii) any period during which an employee is absent on military service: Provided that an employee shall not be entitled to claim as employment, in any one period of 12 months employment, more than four months of such service;

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

(b) "incapacity" means inability to work owing to any sickness or injury, other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease as defined in section 2 of the Workmen's Compensation Act 1941 (Act 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that act.

(4) *Savings*.—This clause shall not apply—

(a) 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 an amount not less than the equivalent wage payable in terms of subclause (1);

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

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) *Compensation for work on a public holiday*.—(a) Whenever an employee, other than a casual employee, does not work on a public holiday as defined and such day falls on a day which otherwise is an ordinary work-day for the employee, his employer shall pay him in respect of that day an amount which shall not be less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on that day of the week.

(b) Whenever an employee, other than a casual employee, works on a public holiday as defined and such day falls on a day which otherwise is an ordinary work-day for the employee, his employer shall pay him in respect of that day an amount equal to at least the amount which he would have had to pay him in terms of paragraph (a) had the employee not worked on that day, plus—

(i) an amount calculated at a rate of not less than his wage rate in respect of the whole time worked by him on that day or an amount equal to at least the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on that day of the week, whichever amount is the greater; or

(ii) an amount calculated at a rate of not less than one-third of his wage rate in respect of the whole time worked by him on that day and grant to him, within seven days of such day, one day's leave and pay him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on that day of the week.

(c) Whenever an employee other than a casual employee, works on a public holiday as defined and such day falls on a day which otherwise is not an ordinary work-day for the employee, the employer shall, subject to clause 4 (6), pay to him in respect of that day an amount which shall not be less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a work-day, plus—

(i) an amount calculated at a rate of not less than his wage rate in respect of the whole time worked by him on such day or an amount equal to at least the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a work-day, whichever amount is the greater; or

(ii) an amount calculated at a rate of not less than one-third of his wage rate in respect of the whole time worked by him on such day, and grant to him, within seven days of such day, one day's leave and pay to him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a work-day.

(3) By die toepassing van hierdie klousule—

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

(i) enige tydperk van altesaam hoogstens 10 weke in enige periode van 12 maande wat 'n werknemer afwesig is—

(aa) met verlof ingevolge klousule 6;

(ab) met siekteverlof ingevolge subklousule (1);

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie daarop geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid as diens te eis nie;

(iii) enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum waarop hierdie vasstelling van krag geword het en alle siekteverlof wat met volle besoldiging aan so 'n werknemer gedurende sodanige tydperk toegestaan is, word geag ingevolge hierdie vasstelling toegestaan te gewees het;

(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 ongeval of vergoedingspligtige siekte soos omskryf in artikel 2 van die Ongevallewet, 1941 (Wet 30 van 1941), as ongeskiktheid beskou word slegs gedurende enige tydperk ten opsigte waarvan geen betaling vir arbeidsongeskiktheid ingevolge daardie wet betaalbaar is nie.

(4) *Voorbehoudsbepalings*.—Hierdie klousule is nie van toepassing nie—

(a) op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié van die werknemer, betaal aan 'n fonds of organisasie wat deur die werknemer aangewys is, welke fonds of organisasie aan die werknemer die betaling waarborg van, in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, 'n bedrag van minstens die ekwivalente loon betaalbaar ingevolge subklousule (1);

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

8. OPENBARE FEESDAG EN SONDAE

(1) *Vergoeding vir werk op 'n openbare feesdag*.—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, nie op 'n openbare feesdag, soos omskryf, werk nie en sodanige dag op 'n dag val wat vir hom andersins 'n gewone werkdag is, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare feesdag, soos omskryf, werk en sodanige dag op 'n dag val wat vir hom andersins 'n gewone werkdag is, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag betaal minstens gelyk aan die bedrag wat hy ingevolge paragraaf (a) aan die werknemer sou moes betaal het as die werknemer nie op daardie dag gewerk het nie, plus—

(i) 'n bedrag bereken teen minstens sy loonskaal ten opsigte van die volle tyd wat hy op daardie dag werk of 'n bedrag minstens gelyk aan die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk, watter bedrag ookal die grootste is; of

(ii) 'n bedrag bereken teen 'n skaal van minstens een derde van sy loonskaal ten opsigte van die volle tyd wat hy op daardie dag werk en aan hom, binne sewe dae na daardie dag, een dag verlof toestaan en ten opsigte van sodanige verlof 'n bedrag aan hom betaal wat nie minder is as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk.

(c) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare vakansiedag, soos omskryf, werk en sodanige dag op 'n dag val wat nie vir hom andersins 'n gewone werkdag is nie, moet die werkgever hom, behoudens klousule 4 (6), ten opsigte van daardie dag 'n bedrag betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk, plus—

(i) 'n bedrag bereken teen 'n skaal van minstens sy loon ten opsigte van die volle tyd wat hy op daardie dag werk of 'n bedrag gelyk aan minstens die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk, watter bedrag ook al die grootste is; of

(ii) 'n bedrag bereken teen 'n skaal van minstens een derde van sy loon ten opsigte van die volle tyd wat hy op daardie dag werk, en aan hom, binne sewe dae na daardie dag, een dag verlof toestaan en ten opsigte van sodanige verlof 'n bedrag aan hom betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk.

(d) Whenever an employee, other than a casual employee, works on a public holiday, as defined, which falls on a Sunday, he shall be remunerated for such work on the basis set out in paragraph (c).

(2) *Compensation for work on a Sunday.*—Subject to subclause (1) (d), whenever an employee, other than a casual employee and an employee employed in a continuous activity, works on a Sunday, his employer shall pay him—

(a) if he so works for not more than four hours, an amount of not less than the wage payable in respect of the time (excluding overtime) ordinarily worked by him on a week-day; or

(b) if he so works for longer than four hours, an amount which shall not be less than either an amount calculated at a rate of double his wage rate in respect of the whole time worked by him on such Sunday, or an amount equal to at least double the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a week-day, whichever amount is the greater; or

(c) an amount calculated at a rate of not less than one and one-third times his wage rate in respect of the whole time worked by him on such Sunday and grant him, within seven days of such Sunday, one day's leave and pay him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on that day of the week.

(3) *Compensation to a casual employee for work on a public holiday or a Sunday.*—Whenever a casual employee works on a public holiday as defined or on a Sunday, his employer shall pay him in respect of that day an amount calculated at a rate of not less than double the daily rate prescribed in clause 3 (1) (b) in respect of the whole time worked by him on that day: Provided that the reference herein to work on a Sunday shall not apply to an employee employed in a continuous activity and for the purposes of this subclause a casual employee in an establishment in which the employees normally work—

(a) on not more than five days in a week, shall be deemed to have worked at least nine and a quarter hours on that day; and

(b) on more than five days in a week, shall be deemed to have worked at least eight and a half hours on that day.

(4) Whenever an employee works for a period which falls—

(a) partly on a public holiday as defined or a Sunday and partly on any other day, or

(b) partly on a public holiday as defined and partly on a Sunday,

the whole period shall be deemed to have been worked on the day on which the major portion of that work period falls.

(5) Remuneration payable in terms of this clause to an employee, other than a casual employee, shall be paid to him not later than the pay day next succeeding the day in respect of which such remuneration is payable. A casual employee shall be remunerated as set out in clause 4 (2).

(6) *Savings.*—Subclauses (1) (b) and (2) shall not apply to an employee referred to in clause 5 (6) (a).

9. PIECE-WORK

(1) An employer may when engaging an employee or after at least one week's notice if the employee is already in his employ, 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 in the case of—

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

(ii) a casual employee, in respect of each day on which piece-work is performed, the amount which the employer 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) or he may in lieu thereof supply the employee with a letter signed by himself, or on his behalf, setting out the said rates.

(3) An employer who intends to cancel or amend any piece-work system in operation or the rates applicable thereunder, shall give his employee 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.

(d) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare feesdag, soos omskryf, werk en dié dag op 'n Sondag val, moet hy vir sodanige werk vergoed word op die basis in paragraaf (c) uiteengesit.

(2) *Vergoeding vir werk op 'n Sondag.*—Behoudens subklousule (1) (d), wanneer 'n werknemer, uitgesonderd 'n los werknemer en 'n werknemer wat in 'n aaneenlopende bedrywigheid werksaam is, op 'n Sondag werk, moet sy werkgever hom—

(a) indien hy hoogstens vier uur gewerk het, 'n bedrag betaal wat nie minder is nie as die loon betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n weekdag werk; of

(b) indien hy langer as vier uur gewerk het, 'n bedrag betaal wat nie minder is nie as óf 'n bedrag teen 'n skaal van dubbel sy loon ten opsigte van die volle tyd wat hy op daardie Sondag werk, óf 'n bedrag gelyk aan minstens dubbel die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n weekdag werk, watter bedrag ook al die grootste is; of

(c) 'n bedrag betaal teen 'n skaal van minstens een en een derde maal sy loon ten opsigte van die volle tyd wat hy op daardie Sondag werk en aan hom, binne sewe dae na daardie Sondag, een dag verlof toestaan en ten opsigte van sodanige verlof hom 'n bedrag betaal wat nie minder in nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk.

(3) *Vergoeding aan 'n los werknemer vir werk op 'n openbare vakansiedag of Sondag.*—Wanneer 'n los werknemer op 'n openbare feesdag, soos omskryf, of 'n Sondag werk, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag betaal, bereken teen 'n koers van minstens dubbel sy uurloon voorgeskryf by klousule 3 (1) (b) vir die volle tyd wat hy op daardie dag gewerk het: Met dien verstande dat die verwysing hierin na werk op 'n Sondag nie van toepassing is nie op 'n werknemer wat in 'n aaneenlopende bedrywigheid werksaam is, en by die toepassing van hierdie subklousule 'n los werknemer in 'n bedryfsinrigting waarin die werknemers gewoonlik—

(a) hoogstens vyf dae in 'n week werk, geag word minstens nege en 'n kwart uur op daardie dag gewerk het; en

(b) minstens vyf dae in 'n week werk, geag word minstens agt en 'n half uur op daardie dag te gewerk het.

(4) Wanneer 'n werknemer vir 'n tydperk werk wat—

(a) gedeeltelik op 'n openbare feesdag, soos omskryf, of 'n Sondag en gedeeltelik op enige ander dag val; of

(b) gedeeltelik op 'n openbare feesdag, soos omskryf, en gedeeltelik op 'n Sondag val,

word daar by die berekening van sy vergoeding geag dat die hele tydperk wat hy gewerk het, op die dag val waarop die grootste gedeelte van die tydperk val.

(5) Beloning wat ingevolge hierdie klousule aan 'n werknemer, uitgesonderd 'n los werknemer, betaalbaar is, moet aan hom uitbetaal word nie later nie as die eersvolgende betaaldag na die dag ten opsigte waarvan die beloning betaalbaar is. 'n Los werknemer moet uitbetaal word soos in klousule 4 (2) bepaal.

(6) *Voorbehoudsbepaling.*—Subklousules (1) (b) en (2) is nie van toepassing nie op 'n werknemer in klousule 5 (6) (a) vermeld.

9. STUKWERK

(1) 'n Werkgever kan wanneer hy 'n werknemer in diens neem of, indien die werknemer reeds in sy diens is, nadat hy minstens een week vooraf aan sy werknemer kennis gegee het, enige stukwerkstelsel invoer, en sodanige werkgever moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgever, ongeag die hoeveelheid werk wat verrig is, sodanige werknemer moet betaal, in die geval van—

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

(ii) 'n los werknemer, vir elke dag waarop stukwerk verrig word, minstens die bedrag wat die werkgever sodanige werknemer vir daardie dag sou moes betaal het as hy hom 'n tydloon betaal het.

(2) 'n Werkgever moet 'n lys van die tariewe in subklousule (1) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou of hy kan in plaas daarvan elke werknemer voorsien van 'n brief wat deur of namens hom onderteken is waarin genoemde tariewe uiteengesit is.

(3) 'n Werkgever 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 minstens een maand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgever en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgever nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie.

(4) Notwithstanding anything to the contrary in this clause, an employer shall not be required to 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 or require or permit a pregnant employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any cap, uniform overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee, and any such cap, uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash and/or iron any such cap, uniform, overall or protective clothing in which event the employer shall pay such employee an allowance of not less than 90 cents for each week in respect of which such employee is required to wear the protective clothing.

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, which shall be in writing except when given by an employee who is unable to write 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 in the case of—

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

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

Provided that this shall not affect—

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

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

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

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

(2) Where there is an agreement in terms of proviso (ab) 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) shall be given on any work-day: Provided that—

(a) the period of notice shall not run concurrently with, neither shall notice be given during an employee's absence on leave granted in terms of clause 6 or on sick leave granted in terms of clause 7 or owing to in capacity in the circumstances set out in clause 7 (4) (a) or (b) where such absences amount in the aggregate to not more than 10 weeks in any period of 12 consecutive months' employment with the same employer; and

(b) a period of notice shall not run concurrently with, and notice shall not be given during an employee's absence on military service, except where an employee otherwise requests and his employer agrees thereto in writing.

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

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

10. VERBOD OP INDIENSNEEMING

'n Werkgewer mag nie 'n persoon onder die leeftyd van 15 jaar in diens neem nie of van 'n swanger werknemer vereis of haar toelaat om te werk gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die bevallingsdatum eindig nie.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle musse, 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 musse, uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige mus, uniform, oorpak of beskermende klere te was en/of te stryk, in welk geval die werkgewer sodanige werknemer 'n toelae moet betaal van minstens 90 sent per week vir elke week ten opsigte waarvan daar van sodanige werknemer vereis word om die beskermende klere te dra.

12. BEÏNDIGING VAN DIENSKONTRAK

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

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

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

vooraf kennis van die beëindiging van die kontrak gee, wat skriftelik gedoen moet word, uitgesonderd in die geval van 'n werknemer wat nie kan skryf nie, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, te betaal, in die geval van—

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

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

Met dien verstande dat—

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

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

(ac) die werking van 'n verbeuring of boete wat regtens van toepassing is op 'n werknemer wat dros;

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

(2) Indien daar 'n ooreenkoms ingevolge voorbehoudsbepaling (ab) 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, moet op 'n werk-dag 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 6 of siekteverlof ooreenkomstig klousule 7 of afwesigheid weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), waar sodanige afwesighede altesaam hoogstens 10 weke in enige tydperk van 12 agtereenvolgende maande diens by dieselfde werkgewer behoort; en

(b) 'n kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende, 'n werknemer se afwesigheid vir militêre diens, behalwe waar die werknemer anders versoek en die werkgewer skriftelik daartoe instem.

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

13. CERTIFICATE OF SERVICE

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

CERTIFICATE OF SERVICE

I
 Carrying on trade in the Cement Manufacturing Industry at
 hereby certify that Identity No.
 was employed by me from the day
 of 19..... to the day
 of 19..... as (*).....
 At the termination of employment this employee's wage was R

(Signature of employer or
 authorised representative)

Date

(*) State class in which employee was wholly or mainly engaged, e.g. burner, clerk, plant operator.

14. LOG-BOOK

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

DAILY LOG

Name of employer
 Name of driver
 Date
 Time of starting work
 Time of finishing work
 Number of hours worked
 Meal intervals from to
 Particulars of any accident or delay
 Name(s) of employee(s) accompanying driver.....

(Signature of driver)

Date

(2) Every driver, class I, 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 work to which it relates deliver a copy thereof to his employer.

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

15. ATTENDANCE REGISTER

(1) An employer shall provide in his establishment an attendance register substantially in the following form, wherein he shall record in ink or indelible pencil the name and class of each of his employees and if such employee is unable to write, his employer shall on his behalf for each day worked and for that day make the necessary entries in respect of items (i) to (vi) inclusive of subclause (3) (a) and sign such entries.

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 onderstaande vorm het en waarin die volle name van die werkgever en die werknemer, die klas van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die loon van die werknemer op die datum van sodanige beëindiging vermeld word.

DIENSSERTIFIKAAT

Ek
 wat die sementnywerheid beoefen te
 verklaar hierby dat identiteitsnommer.....
 in my diens was vanaf die dag van 19.....
 tot die dag van 19..... as (*).....
 By diensbeëindiging was hierdie werknemer se loon R.....

Handtekening van werkgever of
 gemagtigde verteenwoordiger

Datum

* Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. brander, klerk, installasie-bediener.

14. LOGBOEK

(1) 'n Werkgever moet sy drywer, klas 1, voorsien van 'n logboek wat so na moontlik die volgende vorm het:

DAAGLIKSE LOG

Naam van werkgever
 Naam van drywer
 Datum
 Tyd waarop werk begin word
 Tyd waarop werk beëindig word
 Aantal ure gewerk
 Etenspouses van tot
 Besonderhede van 'n ongeluk of vertraging
 Naam/Name van werknemer(s) wat drywer vergesel

Handtekening van drywer

Datum

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

(3) Die werkgever moet die kopie van die daaglikse log wat kragtens subklousule (2) aan hom gelewer is, vir 'n tydperk van minstens drie jaar na sodanige lewering bewaar.

15. PRESENSIEREGISTER

(1) 'n Werkgever moet in sy bedryfsinrigting 'n presensieregister wat wesenlik onderstaande vorm het, voorsien waarin hy in ink of inktlood die naam en klas van elke van sy werknemers moet aanteken, en indien sodanige werknemer nie in staat is om te skryf nie, moet sy werkgever namens hom vir elke dag gewerk en op daardie dag die vereiste inskrywings ten opsigte van punte (i) tot en met (vi) van subklousule (3) (a) maak, en sodanige inskrywings onderteken.

ATTENDANCE REGISTER

20 No. 9467

GOVERNMENT GAZETTE, 19 OCTOBER 1984

		(Name of employee)										(Class of employee)									
		Entries to be made by employee										Remarks (if any)									
Year.....	Month.....	Time of commencing work	Intervals off work						Time of finishing work	Overtime worked		Total number of hours		Signature	By employee	By employer if employee was absent; reasons for his absence (to be signed by employer)	By inspector				
Date	Day of week		Off	On	Off	On	Off	On		On	Off	Each day	Each week								
1																					
2																					
3																					
4																					
5																					
6																					
7																					
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31																					

Note.—Under heading "Off" and "On" in column "Intervals off work" insert time when interval commences and time when work is resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

PRESENSIEREGISTER

(Naam van werknemer)

(Klas van werknemer)

		Inskrywings moet deur werknemer gemaak word												Opmerkings (as daar is)			
Jaar	Maand	Tyd waarop werk be- gin word	Pouses van diens af						Tyd waarop werk be- ëindig word	Oortyd gewerk		Totale aantal ure gewerk		Hand- tekening	Deur werk- nemer	Deur werkgewer as werknemer afwesig is; rede daarvoor (moet deur werkgewer onderteken word)	Deur inspekteur
Datum	Dag van week		Van	Aan	Van	Aan	Van	Aan		Aan	Van	Elke dag	Elke week				
1																	
2																	
3																	
4																	
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Opmerking.—Onder opskrif "Aan" en "Van" in kolom "Pouses van diens af", voeg in tyd wanneer pouse begin en tyd wanneer werk hervat word. 'n Werknemer word geag by die werk te wees vir enige pouse in sy werk indien dit die werknemer nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.

(2) An employer may, instead of an attendance register, provide a semi-automatic time recorder together with the necessary cards, which shall be as nearly as practicable in the following form, and supply to each employee such a card indicating the name or number of the employee and the date of termination of the week in respect of which it is to be used:

No.....Name and class of employee

Week ended 19.....

Day	In	Out	In	Out	Total
Sunday.....	h	h	h	h	h
Monday.....	h	h	h	h	h
Tuesday.....	h	h	h	h	h
Wednesday.....	h	h	h	h	h
Thursday.....	h	h	h	h	h
Friday.....	h	h	h	h	h
Saturday.....	h	h	h	h	h

(3) Unless prevented from doing so by unavoidable cause, every employee shall in respect of each day worked by him and on that day—

(a) record in ink or indelible pencil in such attendance register referred to in subclause (1):

- (i) The day of the week;
- (ii) the time he commenced work;
- (iii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;
- (iv) the time of finishing work for the day;
- (v) the time of commencement and termination of over-time worked for the day;
- (vi) the total number of hours worked for the day; and
- (vii) his signature;

(b) in an establishment where a semi-automatic time recorder is provided, make an entry by means of such recorder on a card supplied in terms of subclause (2) to show the following:

- (i) The time he commenced work;
- (ii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work; and
- (iii) the time of finishing work for the day.

(4) An employer shall retain the attendance register referred to in subclause (1) or the cards referred to in subclause (2), as the case may be, for a period of not less than three years after the date of the last entry therein or thereon.

(5) This clause shall not apply to—

- (a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (6) (a);
- (b) a driver, class I, and an employee accompanying such driver.

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 359, published under Government Notice R. 620 of 11 April 1974, as amended by Government Notices R. 1056 of 26 May 1978 and R. 798 of 16 April 1981.)

(2) 'n Werkgewer kan in plaas van 'n presensieregister, 'n halfoutomatiese tydregistreerder voorsien met die nodige kaarte, wat sover doenlik onderstaande vorm moet hê, en hy moet aan elke werknemer so 'n kaart verskaf waarop die naam en nommer van die werknemer asook die datum van die einde van die week waarvoor die kaart gebruik moet word, aangedui word.

No.....Naam en klas van werknemer

Week geëindig 19.....

Dag	In	Uit	In	Uit	Totaal
Sondag.....	h	h	h	h	h
Maandag.....	h	h	h	h	h
Dinsdag.....	h	h	h	h	h
Woensdag.....	h	h	h	h	h
Donderdag.....	h	h	h	h	h
Vrydag.....	h	h	h	h	h
Saterdag.....	h	h	h	h	h

(3) Tensy hy deur 'n onvermydelike oorsaak verhinder word om dit te doen, moet elke werknemer ten opsigte van elke dag wat hy gewerk het, en wel op dié dag—

(a) in ink of inktlood in die presensieregister bedoel in subklousule (1) aanteken:

- (i) Die dag van die week;
- (ii) die tyd waarop hy begin werk het;
- (iii) die tyd waarop alle etens- of ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het;
- (iv) die tyd waarop werk vir die dag beëindig is;
- (v) die tyd waarop oortyd gewerk vir die dag begin en beëindig is;
- (vi) die totale aantal ure gewerk vir die dag;
- (vii) sy handtekening.

(b) in 'n bedryfsinrigting waar 'n halfoutomatiese tydregistreerder voorsien word, 'n inskrywing maak deur middel van die registreerder op 'n kaart wat ingevolge subklousule (2) voorsien is en wat die volgende moet toon:

- (i) Die tyd waarop hy begin werk het;
- (ii) die tyd waarop alle etens- of ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het; en
- (iii) die tyd waarop werk vir die dag beëindig is.

(4) 'n Werkgewer moet die presensieregister in subklousule (1) bedoel, of die kaarte in subklousule (2) bedoel, na gelang van die geval, vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop bewaar.

(5) Hierdie klousule is nie van toepassing nie op—

- (a) 'n werknemer wat uit hoofde van klousule 5 (6) (a) van die werk-urebepalings uitgesluit word;
- (b) 'n drywer, klas 1, en 'n werknemer wat sodanige drywer vergesel.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 359, gepubliseer by Goewermentskennisgewing R. 620 van 11 April 1974, soos gewysig by Goewermentskennisgewings R. 1056 van 26 Mei 1978 en R. 798 van 16 April 1981.)

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