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GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 288

15 February 1985

WAGE ACT, 1957

WAGE DETERMINATION 444.—COFFIN MANUFACTURING INDUSTRY, CERTAIN AREAS

By direction of the Minister of Manpower it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Coffin Manufacturing Industry, Certain Areas and has fixed 1 March 1985 as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

(1) This determination shall apply to all employers and their employees, other than managers, in the Coffin Manufacturing Industry as defined in subclause (2), in the following areas:

Cape Province.—The Magisterial Districts of Bellville, The Cape, East London, Goodwood, Kimberley, Knysna, Oudtshoorn, Port Elizabeth, Simonstown, Uitenhage and Wynberg;

Natal.—The Magisterial Districts of Durban, Inanda, Pietermaritzburg and Pinetown;

Orange Free State.—The Magisterial Districts of Bloemfontein and Harrismith;

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Brits, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom and the municipal area of Potgietersrus.

(2) "Coffin Manufacturing Industry" means the industry in which employers and employees are associated in establishments for the purpose of manufacturing coffins, and includes all operations incidental thereto or consequent thereon.

2. DEFINITIONS

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

(1) "artisan" means an employee who 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;

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNERKRAG

No. R. 288

15 Februarie 1985

LOONWET, 1957

LOONVASTSTELLING 444.—DOODKISVERVAARDIGINGSNYWERHEID, SEKERE GEBIEDE

In opdrag van die Minister van Mannekrag, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekend gemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvaststelling wat in die Bylae hiervan verskyn ten opsigte van die Doodkisvervaardigingsnywerheid, Sekere Gebiede, gemaak en 1 Maart 1985 bepaal het as die datum waarop die bepalings van genoemde Loonvaststelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN VASTSTELLING

(1) Hierdie vasstelling is van toepassing op alle werkgewers en hul werknemers, uitgesonderd bestuurders, in die Doodkisvervaardigingsnywerheid soos omskryf in subklousule (2), in die volgende gebiede:

Kaprovinsie.—Die landdrostdistrikte Bellville, Die Kaap, Goodwood, Kimberley, Knysna, Oos-Londen, Oudtshoorn, Port Elizabeth, Simonstad, Uitenhage en Wynberg;

Natal.—Die landdrostdistrikte Durban, Inanda, Pietermaritzburg en Pinetown;

Oranje-Vrystaat.—Die landdrostdistrikte Bloemfontein en Harrismith;

Transvaal.—Die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Brits, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom en die munisipale gebied van Potgietersrus.

(2) "Doodkisvervaardigingsnywerheid" beteken die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings met die doel om doodkiste te vervaardig, en dit omvat alle werksaamhede wat daarmee in verband staan of daaruit voortspruit.

2. WOORDOMSKRYWING

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

(1) "algemene werker" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) Afval, as of rommel verwyder;

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; (2)

(2) "assistant foreman" means an employee who assists a foreman and who in so doing may perform any of the duties of a foreman and who may act for the latter during his absence; (3)

(3) "boiler attendant" means an employee who, under supervision, maintains the water level and steam pressure in a boiler and who may make, maintain and draw the fire in such boiler; (15)

(4) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (20)

(5) "chargehand" means an employee who is in charge of a group of general workers or Grade III employees or both; (28)

(6) "clerk" means an employee who is engaged in writing, typing, filing, operating a calculating or a punch card machine or in any other form of clerical work, and includes a cashier, storeman, despatch clerk, telephone switchboard operator or any office machine operator but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work; (16)

(7) "Coffin Manufacturing Industry"—*vide* clause 1 (2); (9)

(8) "despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, mass measuring, packing, marking, addressing or despatching of goods or packages; (39)

(9) "driver" means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving, and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (10)

10 "emergency work" means—

(a) any work which, owing to unforeseen circumstances, such as fire, storm, accident, epidemic, act of violence, sabotage, industrial unrest, theft, 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) trucks or vehicles of the South African Transport Services;

(ii) vehicles used by a cartage contractor in fulfilment of his contract as such with the South African Transport Services; (27)

(11) "establishment" means any premises or part thereof in or in connection with which one or more employees are employed in this industry; (5)

(12) "experience" means in relation to—

(a) a clerk or a mobile hoist operator, the total period or periods of employment which an employee has had as a clerk or a mobile hoist operator in any trade or industry or in the service of a local authority or the State;

(b) any other class of employee, the total period or periods of employment which an employee has had in his class in this industry; (29)

(13) "extra heavy motor vehicle" means a motor vehicle the gross vehicle mass or the gross combination mass of which exceeds 16 000 kg; (12)

(14) "first-aid attendant" means an employee who is in charge of a first-aid room or sick bay, who may record injuries 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 Noodhulppliga; (11)

(15) "foreman" means an employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible to the manager for the efficient performance by them of their duties; (41)

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

(a) Applying glue to coffin components;

(b) 'n ambagsman help deur artikels of gereedskap vas te hou of op enige ander wyse saam met hom te werk, maar nie deur die onafhanklike gebruik van gereedskap nie;

(c) briewe, boodskappe of goedere te voet of deur middel van 'n voet-of handaangedrewe voertuig aflewer of aflaai;

(d) deure of vensters of sakke, dose of ander pakkies oop- of toemaak;

(e) doodkiste slegs in papier, karton of goingsak toedraai;

(f) doodkiskomponente in bondesl bymeakaarsit en vasbind;

(g) doodkiskomponente in setapparaat plaas;

(h) gesaagde hout in lengtes sorteer;

(i) goedere dra, oplug, opstapel, verskuif, laai of aflaai;

(j) in masjiene invoer of daarvan afneem;

(k) klaargeadresseerde etikette op kiste, kartonne of ander houters plaas;

(l) latrines, buitegeboue of dergelike geboue of bouwerke afwit, kleurkalk of ontsmet;

(m) lym aan doodkiskomponente smeer;

(n) oorpakke met die hand was of dit heelmaak of stryk;

(o) op afleweringvoertuie help, uitgesonderd die voertuie dryf of herstelwerk uitvoer;

(p) persele of masjinerie, gereedskap, voertuie, meubels, werktuie, of ander artikels met die hand skoonmaak of dit was;

(q) skuurpapier sny of daarmee met die hand te skuur of dit in draagbare skuurmasjiene te gebruik;

(r) spykers, skroewe of tappenne in voorafgeboorde gate insit of spykerkoppe inpons;

(s) spykers uittrek;

(t) tappenne punt;

(u) tee of dergelik drankte maak of tee of dergelike drankte aan werknemers of die wergewer of dié se gaste bedien;

(v) tuinwerk;

(w) 'n vaslympers laai;

(x) voertuie olie of smeer, uitgesonderd motorvoertuie;

(y) voorbereide hout in vloeistof inoep;

(z) vure maak of stook; (16)

(2) "ambagsman" 'n werknemer wat 'n kontrak van vakleerlingskap voltooi het of wat geag word dit te voltooi het in 'n ambag wat ingevolge die Wet op Mannekragopleiding, 1981, aangewys is of wat geag word ingevolge daarvan aangewys te wees, of wat in besit is van 'n sertifikaat wat deur die Registrateur van Mannekragopleiding aan hom uitgereik is of wat geag word deur genoemde Registrateur aan hom, 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; (1)

(3) "assistent-voorman" 'n werknemer wat 'n voorman behulpzaam is en wat aldus enige van die pligte van 'n voorman kan uitvoer en wat tydens laasgenoemde se afwesigheid vir hom kan ageer; (2)

(4) "bediener van 'n mobiele hystoestel" 'n werknemer wat 'n krag-aangedrewe mobiele hystoestel bedien wat by die laai, aflaai, versit of opstapel van goedere gebruik word; (33)

(5) "bedryfsinrigting" 'n perseel of gedeelte daarvan waarin of in verband waarmee een of meer werknemers in hierdie nywerheid in diens is; (11)

(6) "bestuurder" 'n werknemer wat deur sy werkgever belas is met die algemele toesig oor, verantwoordelikheid vir en leiding van die werksaamhede van 'n bedryfsinrigting en die werknemers daarin, maar omvat dit nie 'n werknemer wat 'n bestuurder tydens sy afwesigheid aflos of dan vir hom ageer nie; (29)

(7) "bruto kombinasie-massa", met betrekking tot 'n motorvoertuig, sy bruto voertuig-massa saam met die massa, met die vrag, van 'n sleepwa wat getrek word deur sodanige motorvoertuig soos gespesifiseer deur die vervaardiger of, by gebreke aan sodanige spesifikasie, soos bepaal deur die betrokke registrasie-owerheid; (20)

(8) "bruto voertuig-massa", met betrekking tot 'n motorvoertuig of 'n sleepwa, die maksimum massa van sodanige voertuig of sleepwa en sy vrag soos gespesifiseer deur die vervaardiger of, by gebreke aan sodanige spesifikasie, soos bepaal deur die betrokke registrasie-owerheid; (21)

- (b) assisting an artisan by holding articles or tools or otherwise working with him, other than by the independent use of tools;
- (c) assisting on delivery vehicles other than driving or effecting repairs;
- (d) bundling and tying coffin components;
- (e) carrying, lifting, stacking, moving, loading or unloading goods;
- (f) cleaning by hand or washing premises or machinery, tools, vehicles, furniture, utensils or other articles;
- (g) cutting sandpaper for hand-sandpapering or for portable sandpapering machines;
- (h) delivering or collecting letters, messages or goods on foot or by means of a foot or hand-propelled vehicle;
- (i) dipping prepared wood into liquids;
- (j) extracting nails;
- (k) feeding into or taking off from machines;
- (l) gardening work;
- (m) loading a gluing press;
- (n) making or maintaining fires;
- (o) making tea or similar beverages or serving tea or similar beverages to employees or the employer or his guests;
- (p) oiling or greasing vehicles other than motor vehicles;
- (q) opening or closing doors or windows or bags, boxes or other packages;
- (r) pasting ready-addressed labels on boxes, cartons or other containers;
- (s) placing coffin components in jigs;
- (t) placing nails, screws or dowels in pre-bored holes or punching in nail heads;
- (u) pointing dowels;
- (v) removing refuse, ash or scrap;
- (w) sorting sawn timber into lengths;
- (x) lime-washing, colour-washing or disinfecting lavatories, outbuildings or similar buildings or structures;
- (y) washing by hand, mending or ironing overalls;
- (z) wrapping coffins in paper, cardboard or hessian only; (1)
- (17) "Grade I employee" means an employee who is engaged in any one or more of the following duties:
 - (a) Affixing glass to coffin lids;
 - (b) covering coffins with material as part of the finish;
 - (c) operating a band saw, spindle or routing machine;
 - (d) spray-painting final coats on coffins intended to be polished coffins;
 - (e) trimming coffins other than metal coffins; (43)
- (18) "Grade II employee" means an employee who is engaged in any one or more of the following duties:
 - (a) Affixing handles to polished coffins;
 - (b) assembling coffins or coffin components from ready-cut and prepared parts;
 - (c) cutting wooden plugs or dowels for filling or joining;
 - (d) graining or polishing by hand;
 - (e) marking out by template;
 - (f) measuring or marking components for assembly;
 - (g) nailing or fitting bottom moulding or corner blocks;
 - (h) sawing or planing by hand;
 - (i) screwing on ready-drilled lids to coffins;
 - (j) spray painting, other than final coats, coffins intended to be polished coffins;
 - (k) staining or colouring by hand or machine;
 - (l) operating any one or more of the following machines:
 - (i) Circular saw, including a portable saw;
 - (ii) clamping machine;

(9) "Doodkiswaardigingsnywerheid"—*vide* klousule 1 (2); (7)

(10) "drywer" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking " 'n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy aan werk in verband met die voertuig of die vrag bestee en alle tydperke wat sodanige werknemer verplig is om op sy pos te bly gereed om te dryf; (9)

(11) "eerstehulpbediener" 'n werknemer wat in beheer is van 'n eerstehulpkamer of siekteboeg wat beserings kan aanteken 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 Noodhulpliga; (14)

(12) "ekstra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 16 000 kg is; (13)

(13) "faktotum" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, en wat ook kleinere herstel- of opknappingswerk aan geboue kan doen maar wat nie werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (22)

(14) "gepoleerde doodkis" 'n doodkis wat met lakvernis, vernis, beits, skellakpolitoer, was of olie behandel is; (37)

(15) "ketelbediener" 'n werknemer wat onder toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook en uithaal; (3)

(16) "klerk" 'n werknemer wat skryf-, tik- of lisseerwerk verrig, 'n reken- of ponskaartmasjien bedien of enige ander soort klerklike werk verrig, en omvat dit 'n kassier, magasynman, versendingsklerk, telefoonskakelbordoperateur of enige kantoormasjienoperateur, maar nie ook enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se werk; (6)

(17) "korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n slapte in die bedryf, 'n tekort aan grondstowwe of 'n onklaarmaking van 'n installasie of masjinerie, of weens die feit dat die geboue onbruikbaar is of dreig om onbruikbaar te word; (40)

(18) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa hoogstens 3 500 kg is; (25)

(19) "loon" die bedrag geld 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 voorbehoudsbepaling mag nie so uitgelê word nie 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 ooreenstemmende betekenis; (45)

(20) "los werknemer" 'n werknemer wat hoogstens drie dae per week by dieselfde werkgewer in diens is; (4)

(21) "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, pakhuis of oop voorraadwerf te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n magasyn, pakhuis of oop voorraadwerf aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending te lewer; (41)

(22) "masjienbediener" 'n werknemer wat 'n kragmasjien bedien, daarvoor toesig hou, dit stopsit, voer of daarvan afneem, wat die werk deur die masjien verrig, goed deursigtig van kontroleer en wat kleinere lopende verstellers aan die masjien kan doen, en het die uitdrukking " 'n masjien bedien" 'n ooreenstemmende betekenis; (28)

(23) "masjienfaktotum" 'n werknemer wat kleinere herstelwerk of verstellers doen aan masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word maar wat nie werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (27)

(24) "medium motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (31)

(25) "militêre diens" enige diens of opleiding ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957); (32)

(26) "motorvoertuig" enige kraggedrewe voertuig wat gebruik word vir die vervoer van goedere, en omvat dit voorhaker en 'n trekker, maar nie ook 'n mobiele hystoestel nie; (34)

(iii) coffin-forming machine;

(iv) gluing clamp;

(v) lip and grooving machine;

(vi) planing machine or thicknesser other than a routing machine;

(vii) sandpapering machine; (44)

(19) "Grade III employee" means an employee who is engaged in any one or more of the following duties:

(a) Affixing handles to unpolished coffins;

(b) arranging boards for clamping or arranging slats in provisional shape for coffin bottoms prior to sawing;

(c) boring holes;

(d) filling in holes or crevices with wood filler, plugs, shivers or other substances;

(e) gluing or pressing by hand-clamp;

(f) making crates for the packing of coffins;

(g) making or joining sandpaper belts for belt sandpapering machines;

(h) marking, stencilling or branding boxes, crates, packages or other containers;

(i) nailing or stapling slats to form the bottoms of coffins;

(j) oiling or greasing machinery or motor vehicles;

(k) operating a dowel-making machine;

(l) packing coffins for despatch, other than item (z) under "general worker";

(m) pumicing or rasping by hand;

(n) rubbing up by hand with fluid, coffins, previously spray-painted;

(o) sandpapering by hand;

(p) screwing lids to unpolished coffins;

(q) spray-painting or hand-painting coffins intended to be unpolished coffins; (45)

(20) "gross combination mass" in relation to a motor vehicle means its gross vehicle mass together with the mass, with load, of any 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; (7)

(21) "gross vehicle mass" in relation to a motor vehicle or a 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; (8)

(22) "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment used directly in the manufacture of the products of an establishment and who may effect minor repairs or renovations to buildings, but who does not do work normally performed by an artisan; (13)

(23) "heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 9 000 kg but not 16 000 kg; (37)

(24) "law" includes the common law; (46)

(25) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (18)

(26) "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 a town council and village council established in terms of section 2 of the Black Local Authorities Act, 1982 (Act 102 of 1982); (33)

(27) "machine handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment but who does not perform work normally done by an artisan; (23)

(28) "machine operator" means an employee who operates, attends, starts, stops, feeds into or takes from a power-driven machine, who scrutinises or checks the work done by the machine and who may effect minor running adjustments to the machine and the expression "operating a machine" has a corresponding meaning; (22)

(29) "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, but does not include an employee who relieves or acts for a manager during his absence; (6)

(27) "noodwerk" enige werk—

(a) wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, sabotasie, nywerheidsongeluk, diefstal en onklaarraking van 'n installasie of masjinerie, of die feit dat die geboue onbruikbaar is of dreig om onbruikbaar te word, sonder versuim gedoen moet word;

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

(c) in verband met die laai of aflaai van—

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

(ii) voertuie gebruik deur 'n karweier in die uitvoering van sy kontrak as sodanig met die Suid-Afrikaanse Vervoerdienste; (10)

(28) "onderbaas" 'n werknemer wat aan die hoof staan van 'n groep algemene werkers of 'n groep werknemers graad III of beide; (5)

(29) "ondervinding" met betrekking tot—

(a) 'n klerk of 'n bediener van 'n mobiele hystoestel, die totale tydperk of tydperke wat 'n werknemer as 'n klerk of bediener van 'n mobiele hystoestel in enige bedryf of nywerheid of in die diens van 'n plaaslike owerheid of die Staat werksaam was;

(b) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in hierdie nywerheid werksaam was; (12)

(30) "ongepoleerde doodkis" 'n ander doodkis as 'n gepoleerde doodkis; (44)

(31) "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 onderskeie gewone werkkure by klousule 5 (1) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk wat 'n werknemer op 'n Sondag of 'n openbare feesdag, soos omskryf, vir sy werk-gewer werk nie; (35)

(32) "openbare feesdag" Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag en Kersdag; (38)

(33) "plaaslike owerheid" 'n stadsraad, munisipale raad, dorpsbestuur, afdelingsraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Wet op Provinsiale Bestuur, 1961, en omvat dit 'n stadsraad en dorpsbestuur ingestel kragtens artikel 2 van die Wet op Swart Plaaslike Bestuur, 1982 (Wet 102 van 1982); (26)

(34) "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 van of al die pligte voorgeskryf vir 'n wag uit te voer; (39).

(35) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie maar ontwerp of aangepas is om deur 'n motorvoertuig getrek te word, en omvat dit 'n leunwa; (43)

(36) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (36)

(37) "swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 9 000 kg maar minder as 16 000 kg is; (23)

(38) "trekker" 'n motorvoertuig, uitgesonderd 'n voorhaker, wat ontwerp of aangepas is hoofsaaklik om ander voertuie te trek en nie om 'n vrag te dra nie; (42)

(39) "versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die byeenbring, nagaan, massameting, verpakking, merk, adresseer of versending van goedere of pakkette; (8)

(40) "voorhaker" 'n motorvoertuig ontwerp of aangepas om ander voertuie te trek en nie om 'n vrag te dra nie uitgesonderd 'n sleepwa, leunwa of ballas wat daarop rus, maar omvat dit nie 'n trekker nie; (30)

(41) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat aan die bestuurder daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer; (15)

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

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

(30) "mechanical horse" means a motor vehicle designed or adapted to pull other vehicles and not to carry any load other than a trailer, semi-trailer or ballast resting on it, and does not include a tractor; (40)

(31) "medium motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 3 500 kg but not 9 000 kg; (24)

(32) "military service" means any service or training in terms of the Defence Act, 1957 (Act 44 of 1957); (25)

(33) "mobile hoist operator" means an employee who operates a power-driven mobile hoist for the loading, unloading, moving or stacking of goods; (4)

(34) "motor vehicle" means any power-driven vehicle used for conveying goods, and includes a mechanical horse and a tractor but does not include a mobile hoist; (26)

(35) "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 or a public holiday as defined; (31)

(36) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (36)

(37) "polished coffin" means a coffin which has been treated with lacquer, varnish, stain, french polish, wax or oil; (14)

(38) "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; (32)

(39) "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 prescribed for a watchman; (34)

(40) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (17)

(41) "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 consuming departments in an establishment or for despatch; (21)

(42) "tractor" means a motor vehicle, other than a mechanical horse, designed or adapted mainly to pull other vehicles and not to carry and load; (38)

(43) "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; (35)

(44) "unpolished coffin" means a coffin other than a polished coffin; (30)

(45) "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; (19)

(46) "watchman" means an employee 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). (42)

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:

(b) honde hanteer of beheer by die uitvoering van een of meer van die pligte in (a) bedoel; (46)

(43) "werknemer graad I" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) 'n Bandsaag, houtfrees- of verdiepmasjiën bedien;

(b) doodkiste beklee, uitgesonderd metaalkiste;

(c) doodkiste met materiaal oortrek as deel van die afwerking;

(d) finale lae spuitverf op doodkiste wat bedoel is om gepoleerde doodkiste te wees; (17)

(e) glas in die deksels van die doodkiste aanbring;

(44) "werknemer graad II" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) Boomlyswerk of hoekblokke vasspyker of aanbring;

(b) doodkiste of doodkiskomponente van klaar gesaagde en vervaardigde onderdele aanmeekaarsit;

(c) doodkiste wat bedoel is om gepoleerde doodkiste te wees, spuitverf, uitgesonderd finale lae;

(d) handvatsels aan gepoleerde doodkiste vassit;

(e) houtproppe of tappenne sny vir opvul- of laswerk;

(f) klaar geboorde deksels aan doodkiste vasskroef;

(g) komponente meet of merk vir aanmeekaarsit;

(h) met die hand draadskilder of poleer;

(i) met die hand of masjiën beits of kleur;

(j) met die hand saag of skaaf;

(k) met 'n patroon uitmerk;

(l) een of meer van die volgende masjiëne bedien:

(i) Doodkismasjiën;

(ii) klampmasjiën;

(iii) lip- en groefmasjiën;

(iv) sirkelsaag, met inbegrip van 'n draagbare saag;

(v) skaafmasjiën of dikteskaafmasjiën, uitgesonderd 'n verdiepmasjiën;

(vi) skuurmasjiën;

(vii) vaslymklamp; (18)

(45) "werknemer graad III" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) Dekslas aan ongepoleerde doodkiste vasskroef;

(b) doodkiste vir versending verpak, uitgesonderd soos in item (e) onder "algemene werker";

(c) doodkiste wat bedoel is om ongepoleerde doodkiste te wees, spuitverf of met die hand verf;

(d) doodkiste wat reeds gespuitsverf is, met behulp van vloeistof met die hand opvryf;

(e) gate boor;

(f) gate of skeure met houtvulsel, proppe, splinters of ander stowwe opvul;

(g) handvatsels aan ongepoleerde doodkiste vassit;

(h) kaste, kratte, pakkette of ander houers merk, sjabloneer of brandmerk;

(i) kratte vir die verpakking van doodkiste maak;

(j) masjinerie of motorvoertuie olie of smeer;

(k) met behulp van skuurpapier met die hand skuur;

(l) met die hand puim of rasper;

(m) planke rangskik sodat hulle vasgeklamp kan word of plankies in voorlopige vorm vir die bome van doodkiste rangskik voordat hulle gesaag word;

(n) plankies vasspyker of vaskram sodat hulle die bome van doodkiste kan vorm;

(o) skuurpapierbande vir bandskuurmasjiëne maak of verbind;

(p) 'n tappemasjiën bedien;

(q) vaslym of met 'n handklamp pers; (19)

(46) "wet" ook die gemene reg. (24).

3. BESOLDIGING

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

(a) Employees, other than casual employees:

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg		In the Magisterial Districts of Bloemfontein, Brits, East London, Inanda, Kimberley and Pietermaritzburg		In the Magisterial Districts of Knysna and Oudtshoorn		In the Magisterial District of Harrismith and the municipal area of Potgietersrus	
	During the first 12 months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Artisan.....	155,08	170,31	138,46	152,31	123,92	136,38	114,23	125,31
Assistant foreman.....	136,85	153,23	124,62	137,08	111,46	122,77	102,92	112,85
Boiler attendant.....	59,54	65,31	53,08	58,38	47,54	52,38	43,85	48,00
Chargehand.....	59,54	65,31	53,08	58,38	47,54	52,38	43,85	48,00
Clerk—								
during the first year of experience.....	67,15	73,85	60,00	66,00	53,77	59,08	49,62	54,46
during the second year of experience.....	83,31	92,77	75,23	83,77	69,23	75,69	63,46	69,69
during the third year of experience.....	99,69	111,46	90,69	101,54	84,46	92,54	77,54	84,92
thereafter.....	115,85	130,38	106,15	119,31	99,92	109,15	91,38	100,15
Driver of a—								
light motor vehicle.....	69,46	74,77	61,62	66,69	57,46	61,62	53,08	57,00
medium motor vehicle.....	82,15	90,92	72,69	81,23	69,46	74,54	63,69	68,54
heavy motor vehicle.....	92,54	104,08	84,46	93,92	80,77	86,77	75,23	81,00
extra heavy motor vehicle.....	108,46	119,31	96,92	106,62	86,77	95,54	79,85	87,69
First-aid attendant.....	68,77	76,62	62,31	68,54	58,62	61,38	52,38	56,31
Foreman.....	164,08	181,62	147,69	162,46	132,23	145,38	121,85	133,62
General worker.....	51,69	56,77	46,15	50,77	41,31	45,46	38,08	41,77
Grade I employee—								
during the first six months of experience.....	61,15	68,08	54,69	60,92	48,92	54,46	45,23	50,08
during the second six months of experience.....	64,15	70,85	57,46	63,46	51,23	56,77	47,31	52,15
thereafter.....	67,15	73,85	60,00	66,00	53,77	59,08	49,62	54,46
Grade II employee—								
during the first three months of experience.....	55,85	61,62	50,08	55,15	45,00	49,62	41,31	45,46
during the second three months of experience.....	58,38	64,85	52,38	57,92	47,08	52,15	43,38	47,77
thereafter.....	61,15	68,08	54,69	60,92	48,92	54,46	45,23	50,08
Grade III employee—								
during the first three months of experience.....	51,69	56,77	46,15	50,77	41,31	45,46	38,08	41,77
thereafter.....	55,85	61,62	50,08	55,15	45,00	49,62	41,31	45,46
Handyman.....	76,15	85,15	67,85	76,15	62,08	68,08	56,08	62,77
Machine handyman.....	86,54	96,46	77,31	86,31	69,69	77,31	63,69	71,08
Mobile hoist operator—								
during the first three months of experience.....	59,54	65,31	53,08	58,38	47,54	52,38	43,85	48,00
thereafter.....	67,15	73,85	60,00	66,00	53,77	59,08	49,62	54,46
Security guard.....	68,77	76,62	62,31	68,54	58,62	61,38	52,38	56,31
Watchman.....	60,69	66,69	54,00	59,54	48,46	53,54	44,77	49,15
Employee not specifically mentioned elsewhere in this subclause.....	59,54	65,31	53,08	58,38	47,54	52,38	43,85	48,00

(a) *Werknemers, uitgesonderd los werknemers:*

	In die landdrostdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaap, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Rodepoort, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg		In die landdrostdistrikte Bloemfontein, Brits, Inanda, Kimberley, Oos-Londen en Pietermaritzburg		In die landdrostdistrikte Knysna en Oudtshoorn		In die landdrostdistrik Harrismith en die munisipale gebied van Potgietersrus	
	Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word	Daarna
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Algemene werker	51,69	56,77	46,15	50,77	41,31	45,46	38,08	41,77
Ambagsman	155,08	170,31	138,46	152,31	123,92	136,38	114,23	125,31
Assistent-voorman	136,85	153,23	124,62	137,08	111,46	122,77	102,92	112,85
Bediener van 'n mobiele hystoestel—gedurende die eerste drie maande ondervinding	59,54	65,31	53,08	58,38	47,54	52,38	43,85	48,00
daarna	67,15	73,85	60,00	66,00	53,77	59,08	49,62	54,46
Drywer van 'n—								
ligte motorvoertuig	69,46	74,77	61,62	66,69	57,46	61,62	53,08	57,00
medium motorvoertuig	82,15	90,92	72,69	81,23	69,46	74,54	63,69	68,54
swaar motorvoertuig	92,54	104,08	84,46	93,92	80,77	86,77	75,23	81,00
ekstra swaar motorvoertuig	108,46	119,31	96,92	106,62	86,77	95,54	79,85	87,69
Eerstehulpbediener	68,77	76,62	62,31	68,54	58,62	61,38	52,38	56,31
Faktotum	76,15	85,15	67,85	76,15	62,08	68,08	56,08	62,77
Ketelbediener	59,54	65,31	53,08	58,38	47,54	52,38	43,85	48,00
Klerk—								
gedurende die eerste jaar ondervinding	67,15	73,85	60,00	66,00	53,77	59,08	49,62	54,46
gedurende die tweede jaar ondervinding	83,31	92,77	75,23	83,77	69,23	75,69	63,46	69,69
gedurende die derde jaar ondervinding	99,69	114,46	90,69	101,54	84,46	92,54	77,54	84,92
daarna	115,85	130,38	106,15	119,31	99,92	109,15	91,38	100,15
Masjienfaktotum	86,54	96,46	77,31	86,31	69,69	77,31	63,69	71,08
Onderbaas	59,54	65,31	53,08	58,38	47,54	52,38	43,85	48,00
Sekuriteitswag	68,77	76,62	62,31	68,54	58,62	61,38	52,38	56,31
Voorman	164,08	181,62	147,69	162,46	132,23	145,38	121,85	133,62
Wag	60,69	66,69	54,00	59,54	48,46	53,54	44,77	49,15
Werknemer graad I—								
gedurende die eerste ses maande ondervinding	61,15	68,08	54,69	60,92	48,92	54,46	45,23	50,08
gedurende die tweede ses maande ondervinding	64,15	70,85	57,46	63,46	51,23	56,77	47,31	52,15
daarna	67,15	73,85	60,00	66,00	53,77	59,08	49,62	54,46
Werknemer graad II—								
gedurende die eerste drie maande ondervinding	55,85	61,62	50,08	55,15	45,00	49,62	41,31	45,46
gedurende die tweede drie maande ondervinding	58,38	64,85	52,38	57,92	47,08	52,15	43,38	47,77
daarna	61,15	68,08	54,69	60,92	48,92	54,46	45,23	50,08
Werknemer graad III—								
gedurende die eerste drie maande ondervinding	51,69	56,77	46,15	50,77	41,31	45,46	38,08	41,77
daarna	55,85	61,62	50,08	55,15	45,00	49,62	41,31	45,46
Werknemer nie elders in hierdie subklousule uitdruklik genoem nie	59,54	65,31	53,08	58,38	47,54	52,38	43,85	48,00

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

- (i) one-fifth, if the maximum prescribed ordinary hours of work of such employee is 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: Provided that—

(aa) where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for an employee of that class who is entitled to the highest wage on the scale;

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

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

is prescribed in subclause (1), shall pay to such employee in respect of that day, 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 classes 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 so construed as to preclude an employer from requiring his employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of ordinary hours of work normally worked by such employee in any week, which shall not be in excess of the ordinary hours of work prescribed for an employee of 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 such day.

(c) The daily wage of an employee other than a casual employee, shall be his weekly wage divided by the number of days normally 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 weekly, fortnightly or monthly in cash or with the consent of the employee by cheque during his ordinary hours of work, or within 15 minutes thereafter on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

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

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

(i) een vyfde, indien die maksimum voorgeskrewe 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: Met dien verstande dat—

(aa) waar die 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 op die skaal;

(ab) waar die 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 daardie 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 daardie week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

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

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

(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 klasse 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 voorgeskrewe loon dieselfde of laer is as dié wat vir sodanige 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 sodanige werknemer normaalweg in 'n week werk, wat hoogstens die gewone werkure is, voorgeskryf by klousule 5 vir 'n werknemer van sy klas.

(b) Die uurloon van 'n los werknemer is sy loon vir daardie dag gedeel deur die getal gewone werkure wat hy op sodanige 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 'n bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, tweewekliks of maandeliks in kontant of, as die werknemer daartoe instem, per tjek betaal word gedurende sy gewone werkure of binne 15 minute daarna op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde koefert of houer wees waarop of wat vergesel gaan van 'n staat waarop die volgende 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 feesdag soos omskryf, gewerk het;

- (h) details of any other remuneration arising out of the employee's employment;
- (i) details of any deductions made; and
- (j) the net 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 kept posted in some conspicuous place in the establishment, accessible to all employees affected thereby;

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

(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 (7) (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 act no payment by 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 and 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 him or from any person or at any place nominated by him.

(6) *Deductions.*—An employer shall not levy any fines against his employee nor 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;

(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 following amounts:

	Per week	Per month
	R	R
(i) Accommodation.....	1,50	6,50
(ii) Meals or rations.....	3,00	13,00
(iii) Accommodation and meals or rations.....	4,50	19,50;

(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 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 a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

(f) with the written consent of an 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;

(g) die werknemer se loon;

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

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

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

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

(i) die besonderhede hierby voorgeskryf, in kodevorm op sodanige koevert of houër of 'n sodanige staat opgeteken kan word, welke kode volledig uiteengesit en verduidelik moet word in 'n bygaande kennisgewing of in '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) op die werknemer se skriftelike versoek, die bedrag aan hom verskuldig, gestort kan word in sy bouvereniging- of bankrekening deur sy werkgever, wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;

(iii) die inligting met betrekking tot paragrawe (d), (e) en (f) nie verstrekkend hoeft te word nie ten opsigte van 'n werknemer wat ingevolge klousule 5 (7) (a) van die werkbepalings uitgesluit is.

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

(3) *Premies.*—Behoudens die bepalinge van enige ander wet mag geen bedrag 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 enige goedere van hom of by enige winkel, plek of persoon deur hom aangewys, te koop nie.

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

(6) *Aftekings.*—'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-, sieke-, mediese, versekerings-, spaar-, voorsorg- of pensioenfondse of vir ledegeld van 'n vakvereniging;

(b) behoudens andersluidende bepalinge in hierdie vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy 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 werkkure ontvang het;

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

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

	Per week	Per maand
	R	R
(i) Huisvesting.....	1,50	6,50
(ii) Etes of rantsoene.....	3,00	13,00
(iii) Huisvesting en etes of rantsoene.....	4,50	19,50;

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

(i) sodanige afrekkings hoogstens een derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkkure aldus verminder word;

(ii) geen afrekkings ten opsigte van korttyd wat deur 'n slape in die bedryf of 'n tekort aan grondstowwe ontstaan, geskied nie tensy die werkgever sy werknemer op die vorige werkdag kennis gee van sy voorneme om die gewone werkkure te verminder;

(iii) geen afrekkings in die geval van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens 'n onklaaraking van die installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om onbruikbaar te word, tensy die werkgever sy werknemer op die vorige dag kennis gee van dat daar geen werk sal wees nie;

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

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

(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 partly from funds advanced for that purpose by the State or a body referred to in subparagraph (i);

(g) with the written consent of an employee, a deduction of any amount loaned or advanced to him by the employer: Provided that any deduction for the repayment of any such loan or advance shall not exceed one third of the total remuneration due to the employee on the pay-day concerned: 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).

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 in a week, eight and a half on any day;

(b) a security guard and 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) any other employee—

- (i) 46 in any week from Monday to Saturday, inclusive; and
- (ii) subject to subparagraph (1), 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 for more than five hours continuously without a meal interval of not less than one hour, during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

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

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

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

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

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

(vi) a driver 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 is longer than three hours, any period in excess of three hours shall be deemed to form part of the ordinary hours of work.

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

(4) *Hours of work to be consecutive.*—Save as provided in subclauses (2) and (3), all hours of work of an employee on any day shall be consecutive.

(ii) 'n organisasie of liggaam ten opsigte van die huur van 'n woning of huisvesting in 'n hostel deur sodanige werknemer bewoon, as sodanige woning of hostel deur bemiddeling van sodanige organisasie of liggaam voorsien word uitsluitlik of gedeeltelik met fondse vir daardie doel voorgeskiet deur die Staat of 'n liggaam bedoel in subparagraaf (i);

(g) met die skriftelike toestemming van 'n werknemer, 'n aftrekking van enige bedrag wat die werkgever aan hom geleen of voorgeskiet het: Met dien verstande dat 'n aftrekking vir die terugbetaling van enige sodanige lening of voorskot hoogstens een derde is van die totale besoldiging wat op die betrokke betaaldag aan die werknemer verskuldig is: Met dien verstande voorts dat geen sodanige aftrekking gemaak mag word nie ten opsigte van enige tydperk waartydens die werknemer se loon ingevolge paragraaf (e) verminderd word.

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—

- (i) hoogstens vyf dae per week werk, nege en 'n kwart op 'n dag;
- (ii) meer as vyf dae per week werk, agt en 'n half op 'n dag;

(b) 'n sekuriteitswag en 'n wag—

- (i) 60 per week van Maandag tot en met Saterdag; en
- (ii) behoudens subparagraaf (i), in die geval van 'n werknemer wat normaalweg—

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

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

(c) enige ander werknemer—

- (i) 46 per week van Maandag tot en met Saterdag; en
- (ii) behoudens subparagraaf (i), in die geval van 'n werknemer wat normaalweg—

(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) *Etenspouse.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen te werk sonder 'n etenspouse van minstens een uur 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 dié 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 deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;

(iii) as sodanige pouse langer as een uur duur, uitgesonderd waar voorbehoudbepaling (vii) van toepassing is, enige tydperk 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 as een uur duur; uitgesonderd waar voorbehoudbepaling (vii) van toepassing is, enige tydperk 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 enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word;

(vi) 'n drywer wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig en die vrag daarvan 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) *Ruspouse.*—'n Werkgever moet aan sy werknemer 'n ruspouse van minstens 10 minute toestaan so na doenlik aan die middel van elke eerste werkydperk en tweede werkydperk van die dag, en gedurende sodanige pouse mag daar nie van die werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse word geag deel van die gewone werkure van sodanige werknemer uit te maak.

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

(5) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime otherwise than in accordance with an agreement concluded 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;
- (c) any other employee, 10 hours in any week.

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

(7) *Savings.*—(a) This clause shall not apply to an employee if and for so long as he is in receipt of a regular wage at a rate of—

- (i) not less than R1 250 per month in the Magisterial Districts of Brits, Harrismith, Knysna, Oudtshoorn and the municipal area of Potgietersrus;

- (ii) not less than R1 350 per month in any area referred to in clause 1 (2) and not included in subparagraph (i) hereof.

(b) Subclauses (2), (3), (4) and (5) shall not apply to an employee while he is engaged on emergency work.

(c) Subclause (3) shall not apply to a boiler attendant, a driver or an employee who accompanies a driver.

(d) Subclauses (2) and (3) 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, for the purposes of subclause (1), be regarded as time worked by him.

6. ANNUAL LEAVE

(1) Subject to subclause (2), an employer shall grant leave as follows 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;
 - (ii) more than five days in a week, 18 consecutive work-days;
- (b) any other security guard or watchman who normally works on—
 - (i) not more than five days in a week, 20 consecutive work-days;
 - (ii) more than five days in a week, 24 consecutive work-days;
- (c) any other employee who normally works on—
 - (i) not more than five days in a week, 15 consecutive work-days;
 - (ii) more than five days in a week, 18 consecutive work-days;

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

- (aa) an employee referred to in paragraph (a) or (c), an amount of not less than three times;
- (ab) 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 the 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 shall 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 15 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 doing 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 employment to which the annual leave relates.

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

- (a) 'n los werknemer, hoogstens drie uur op 'n dag is;
- (b) 'n sekureiteitswag of 'n wag, hoogstens 12 uur in 'n week is;
- (c) enige ander werknemer, hoogstens 10 uur in 'n week is.

(6) *Betaling vir oortydwerk.*—'n Werkgever moet 'n werknemer wat oortyd werk, betaal teen minstens een en 'n derde maal sy uurloon ten opsigte van die totale tydperk wat sodanige werknemer, in die geval van—

- (a) 'n los werknemer, op 'n dag aldus gewerk het;
- (b) enige ander werknemer, in enige week, twee weke of maand aldus gewerk het, na gelang daarvan of sy loon onderskeidelik weekliks, tweeweekliks of maandeliks betaal word.

(7) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing op 'n werknemer nie indien en solank hy gereeld 'n loon ontvang van—

- (i) minstens R1 250 per maand in die landdrostrikte Brits, Harrismith, Knysna en Oudtshoorn en die munisipale gebied van Potgietersrus;

- (ii) minstens R1 350 per maand in enige gebied bedoel in klousule 1 (2) en nie ingesluit in subparagraaf (i) hiervan nie.

(b) Subklousules (2), (3), (4) en (5) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.

(c) Subklousule (3) is nie op 'n ketelbediener, 'n drywer of 'n werknemer wat 'n drywer vergesel, van toepassing nie.

(d) Subklousules (2) en (3) is nie op 'n sekureiteitswag of 'n wag van toepassing nie: Met dien verstande dat indien so 'n werknemer 'n etenspouse toegestaan word, die tyd in beslag geneem deur sodanige pouse by die toepassing van subklousule (1) beskou word as tyd wat hy gewerk het.

6. JAARLIKSE VERLOF

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

- (a) 'n sekureiteitswag of 'n wag wie se gewone werkure hoogstens 48 in 'n week is en wat gewoonlik—
 - (i) hoogstens vyf dae per week werk, 15 agtereenvolgende werkdae;
 - (ii) meer as vyf dae per week werk, 18 agtereenvolgende werkdae;
- (b) enige ander sekureiteitswag of wag wat gewoonlik—
 - (i) hoogstens vyf dae per week werk, 20 agtereenvolgende werkdae;
 - (ii) meer as vyf dae per week werk, 24 agtereenvolgende werkdae;
- (c) enige ander werknemer wat gewoonlik—
 - (i) hoogstens vyf dae per week werk, 15 agtereenvolgende werkdae;
 - (ii) meer as vyf dae per week werk, 18 agtereenvolgende werkdae;

en die werknemer moet sodanige verlof neem en die werkgever moet hom ten opsigte van sodanige verlof betaal, in die geval van—

- (aa) 'n werknemer in paragraaf (a) of (c) bedoel, 'n bedrag van minstens drie maal; en
- (ab) '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 hy die toepassing van hierdie klousule die weekloon op enige datum van 'n werknemer wat stukwerk verrig, geag word sy gemiddelde besoldiging te wees vir die voorafgaande 13 weke of, indien 'n korter tydperk gewerk is, vir die getal voltooide weke wat aldus gewerk is.

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

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

- (b) die verloftydperk nie mag saamval nie met—

(i) siekteverlof ingevolge klousule 7 of met afwesigheid van die werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop;

(ii) 'n tydperk waartydens die werknemer kennis van diensbeëindiging ingevolge klousule 12 uitdien; of

- (iii) 'n tydperk waartydens die werknemer militêre diens doen;

(c) 'n werkgever al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk 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 receipt of the request is endorsed on the request over his signature by the employer who shall retain the request at least until after the expiration of the period of leave.

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

(4) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3) 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, not later than the first pay-day after the expiration of 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 months 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), and 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 and employee in lieu of notice;

(b) any period amounting in the aggregate in any period of 12 months, to not more than 15 weeks, during which an employee is absent on—

(i) leave in terms of this clause;

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

(iii) 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.

(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 or suspend an activity for 21 consecutive days and in that case shall remunerate his employee in terms of subclause (1) or paragraph (c) hereof, as the case may be.

(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 die versoek rig uiterlik 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 die 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 betaal word of moet 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 by subklousule (1) voorgeskryf ten opsigte van daardie termyn opgeloopt het en geneem is, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig is, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens, in die geval van 'n werknemer in—

(a) subklousule (1) (a) of (c) bedoel, een kwart, en

(b) 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 'n eweredige bedrag kan aftrek ten opsigte van 'n tydperk van geleentheidsverlof wat op die skriftelike versoek van 'n werknemer met volle betaling aan hom verleen is: Met dien verstande voorts dat, behoudens klousule 12 (4), 'n werknemer op geen betaling uit hoofde van hierdie subklousule geregtig is nie indien—

(i) 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 die werkgever by diensbeëindiging of voor diensbeëindiging betaal het in plaas daarvan om kennis te gegee het; of

(ii) 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 verleen en geneem is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom verleen en 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 gee;

(b) enig tydperk wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop en 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);

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

(c) enige tydperk wat 'n werknemer van sy werk afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie daarop geregtig is om in 'n tydperk van 12 maande diens meer as vier maande van sodanige militêre diens 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, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop hy laas kragtens daardie Wet op verlof geregtig geword het;

(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) Ondanks andersluidende bepalings in hierdie klousule kan 'n werkgever vir die doel van jaarlikse verlof te eniger tyd maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting vir 21 agtereenvolgende dae sluit, of 'n aktiviteit vir 21 agtereenvolgende dae staak, 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 'n werknemer 'n werkdag sou gewees het en wat binne die geslote of stakingstydperk bedoel in paragraaf (a) val, moet nog 'n werkdag by genoemde geslote of stakingstydperk 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.

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

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 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 at the wage rate to which he was entitled at the commencement of the incapacity to the extent to which such leave, due to him at the time of such expiration or termination, has not been taken;

(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, when an employee has, during any period of up to eight weeks, received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence from work.

(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 36 months, to not more than 30 weeks, during which an employee is absent on—

(aa) leave in terms of clause 6;

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

(ac) sick leave in terms of subclause (1) or owing to incapacity in the circumstances set out in subclause (4);

(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;

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

7. SIEKTEVERLOF

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

(a) 'n werknemer wat gewoonlik hoogstens vyf dae per 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 maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer wat hoogstens vyf dae per week werk, een werkdag ten opsigte van elke voltooid tydperk van vyf weke diens, en, in die geval enige ander werknemer, een werkdag ten opsigte van elke voltooid maand diens;

(ii) wanneer 'n werknemer gedurende sodanige eerste dienstydkring by dieselfde werkgever weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, hy geregtig is op betaling vir slegs die siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde dienstydkring 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 werkgever ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, 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 stukwerk verrig, vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule betaal moet word, bereken moet word op die grondslag van sy gemiddelde besoldiging vir die 13 weke wat die aanvang van sy siekteverlof voorafgaan of, indien 'n korter tydperk gewerk is, vir die aantal voltooid weke wat aldus gewerk is.

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

(a) vir langer as twee agtereenvolgende werkdae, of

(b) op die werkdag onmiddellik voor of 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: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) By die toepassing van hierdie klousule—

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

(i) enige tydperk wat altesaam hoogstens 30 weke in 'n tydperk van 36 maande beloop en wat 'n werknemer afwesig is—

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1) of weens ongeskiktheid in die omstandighede uiteengesit in subklousule (4);

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

(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 contribution, 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 of not less than the 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 to 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 this 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, 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 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 this 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.

(d) Whenever an employee, other than a casual employee, works on a public holiday as defined and such day falls on a Sunday, he shall be remunerated for such work on the bases 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, 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

(iii) enige tydperk van diens by dieselfde werkgewer onmiddellik voor die datum waarop hierdie vasstelling van krag geword het, en alle siekte-verlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, word geag ingevolge hierdie vasstelling verleen te gewees het;

(b) beteken die uitdrukking "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 'n vergoedingspligtige siekte soos omskryf in artikel 2 van die Ongevallewet, 1941 (Wet 30 van 1941), as ongeskiktheid beskou word slegs gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling 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 werkgewer 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, in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, die betaling waarborg van 'n bedrag van minstens die loon betaalbaar ingevolge subklousule (1);

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

8. OPENBARE FEESDAE 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 werkgewer hom ten opsigte van daardie dag 'n bedrag betaal wat minstens die loon is wat aan hom betaalbaar is 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 werkgewer hom ten opsigte van daardie dag minstens 'n bedrag betaal wat gelyk is aan die bedrag wat hy hom ingevolge paragraaf (a) sou moes betaal het as die werknemer nie op daardie dag gewerk het nie, plus—

(i) 'n bedrag bereken teen 'n skaal van minstens sy loonskaal 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 daardie dag van die week werk, watter bedrag ook al 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 sodanige dag, een dag verlof verleen en hom ten opsigte van sodanige verlof 'n bedrag betaal van minstens die loon wat aan hom betaalbaar is 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 feesdag, soos omskryf, werk en sodanige dag op 'n dag val wat vir hom andersins 'n gewone werkdag is nie, moet sy werkgewer hom ten opsigte van daardie dag 'n bedrag betaal wat minstens die loon is wat aan hom betaalbaar is 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 loonskaal ten opsigte van die volle tyd wat hy op sodanige 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 loonskaal ten opsigte van die volle tyd wat hy op sodanige dag werk, en aan hom, binne sewe dae na sodanige dag, een dag verlof verleen en hom ten opsigte van sodanige verlof 'n bedrag betaal van minstens die loon wat aan hom betaalbaar is ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk.

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

(2) *Vergoeding vir werk op 'n Sondag.*—Behoudens subklousule (1) (d), wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet sy werkgewer hom—

(a) indien hy hoogstens vier uur aldus werk, 'n bedrag betaal van minstens die loon betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n weekdag werk; of

(b) if he so works for longer than four hours, an amount which shall not 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 a 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 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 his hourly wage in respect of each hour or part of an hour worked by him on that day: Provided that for the purposes of this subclause a casual employee in an establishment in which the employee normally works on—

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

(4) *Compensation for work partly on a public holiday or a Sunday.*—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 for the purposes of calculating the compensation payable to such employee 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) to (d), (2), (4) and (5) shall not apply to an employee referred to in clause 5 (7) (a).

9. PIECE-WORK

(1) An employer may when engaging an employee or after at least one week's notice to his employee 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 such 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 paragraph (a) 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.

(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 any female 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.

(b) indien hy langer as vier uur aldus werk, 'n bedrag betaal wat minstens of 'n bedrag is bereken teen 'n skaal van dubbel sy loonskaal ten opsigte van die volle tyd wat hy op sodanige Sondag werk, of 'n bedrag is, gelyk aan minstens dubbel die loon wat aan hom betaalbaar is 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, bereken teen 'n skaal van minstens een en 'n derde maal sy loonskaal ten opsigte van die volle tyd wat hy op sodanige Sondag werk, en aan hom, binne sewe dae na sodanige Sondag, een dag verlof verleen en hom ten opsigte van sodanige verlof 'n bedrag betaal van minstens die loon wat aan hom betaalbaar is 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 feesdag of 'n Sondag.*—Wanneer 'n los werknemer op 'n openbare feesdag, soos omskryf, of op 'n Sondag werk, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag betaal, bereken teen 'n skaal van minstens dubbel sy uurloon ten opsigte van elke uur of gedeelte van 'n uur wat hy op daardie dag werk: Met dien verstande dat by die toepassing van hierdie subklousule 'n los werknemer in 'n bedryfsinrigting waarin die werknemers gewoonlik—

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

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

(4) *Vergoeding vir werk gedeeltelik op 'n openbare feesdag of 'n Sondag.*—Wanneer 'n werknemer vir 'n tydperk werk wat—

(a) gedeeltelik op 'n openbare feesdag, soos omskryf, of op '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 die hele tydperk vir die doel van die berekening van die vergoeding betaalbaar aan sodanige werknemer geag gewerk te gewees het op die dag waarop die grootste gedeelte van daardie werktydperk val.

(5) Besoldiging wat ingevolge hierdie klousule aan 'n werknemer, uitgesonderd 'n los werknemer, betaalbaar is, moet aan hom betaal word uiterlik op die eerstvolgende betaaldag na die dag ten opsigte waarvan sodanige besoldiging betaalbaar is. 'n Los werknemer moet besoldig word soos in klousule 4 (2) uiteengesit.

(6) *Voorbehoudsbepalings.*—Subklousules (1) (b) tot (d), (2), (4) en (5) is nie op 'n werknemer bedoel in klousule 5 (7) (a) van toepassing nie.

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 aan sy werknemer kennis gegee het, 'n 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 sodanige 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 paragraaf (a) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou of hy kan in plaas daarvan die werknemer voorsien van 'n brief wat deur of namens hom onderteken is en waarin genoemde tariewe uiteengesit word.

(3) 'n Werkgever wat voornemens is om 'n bestaande stukwerkstelsel of die tariewe 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, in welke geval die werkgever nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis mag gee nie.

(4) Ondanks andersluidende bepalinge in hierdie klousule, is 'n werkgever 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 Werkgever mag niemand onder die leeftyd van 15 jaar in diens neem nie of van 'n vroulike werknemer vereis of haar toelaat om gedurende die tydperk beginnende vier weke voor die verwagte datum van haar bevalling en eindigende agt weke na die bevallingsdatum te werk nie.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee, and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash and/or iron any such uniform, overall or protective clothing in which event the employer shall pay such employee an allowance of not less than R1,00 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-days' 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 effect—

(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 the 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 the 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, nor 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 incapacity in the circumstances set out in clause 7 (4) (a) or (b) where such absences amount in the aggregate to not more than 15 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 any 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.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet enige uniform, oorpak, 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 enige sodanige uniform, oorpak, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende klere te was en/of te stryk, in welke geval die werkgewer sodanige werknemer 'n toelae moet betaal van minstens R1,00 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,

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; en

(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 dié 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 ten opsigte van korttyd afgetrek was 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 werkdag geskied: Met dien verstande dat—

(a) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 verleen of met siekteverlof ingevolge klousule 7 verleen of weens ongeskiktheid in die omstandighede in klousule 7 (4) (a) of (b) uiteengesit, waar sodanige afwesigheid altesaam hoogstens 15 weke in 'n tydperk van 12 agtereenvolgende maande diens by dieselfde werkgewer beloop; en

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

(4) Ondanks andersluidende bepalings in hierdie vasstelling kan 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy 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 toeëien van hoogstens dié 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 toeëien 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 Coffin 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. clerk, grade I employee, general worker.

14. LOG-BOOK

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

DAILY LOG

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

Name(s) of employee(s) accompanying driver

Signature of driver

Date

(2) Every driver shall, in the log-book, referred to in subclause (1), keep a daily log in duplicate in respect of each day's work and shall within 24 hours of the completion of the 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, in which he shall record in ink or indelible pencil the name and class of each of his employees and if an employee is unable to write, his employer shall on his behalf for each day worked and on 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 Doodkisvervaardigingsnywerheid beoefen te
 verklaar hierby dat identiteitsnommer
 in my diens was van 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. klerk, werknemer graad I, algemene werker.

14. LOGBOEK

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

DAAGLIKSE LOG

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

Naam (Name) van werknemer(s) wat drywer vergesel

Handtekening van drywer

Datum

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

(3) Die werkgever moet die kopie van die daaglikse log wat ingevolge subklousule (2) by hom ingedien is, vir 'n tydperk van minstens drie jaar na sodanige indiening bewaar.

15. PRESENSIEREGISTER

(1) 'n Werkgever moet in sy bedryfsinrigting 'n presensieregister verskaf wat wesenlik onderstaande vorm het en waarin hy met ink of inktlood die naam en klas van elkeen van sy werknemers moet inskryf, en indien 'n werknemer nie kan skryf nie, moet sy werkgever namens hom vir elke dag wat hy gewerk het en wel op dié dag die nodige inskrywings ten opsigte van items (i) tot en met (vi) van subklousule (3) (a) doen en sodanige inskrywings onderteken.

ATTENDANCE REGISTER

(Name of employee)

(Class of employee)

Date and day of week		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																	
8																	
9																	
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30																	
31																	

Note.—Under heading "Off" and "On" in column referring to "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)

Datum en dag van werk		Inskrywings moet deur werknemer gedoen word										Opmerkings (as daar is)					
Jaar	Maand	Tyd waarop met werk begin word	Werkpouses						Tyd waarop werk op-gehou het	Oortyd gewerk		Totale getal ure gewerk		Hand-tekening	Deur werk-nemer	Deur werkgewer as werknemer afwesig is; redes daarvoor (moet deur werkgewer onderteken word)	Deur inspekteur
Datum	Dag van week		Af	Aan	Af	Aan	Af	Aan		Aan	Af	Elke dag	Elke week				
1																	
2																	
3																	
4																	
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Opmerking.—Onder die opskrifte "Aan" en "Af" in die kolom wat op "Werkpouses" betrekking het, voeg in die tyd wanneer pouse begin en die 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.....

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, an 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):

- The day of the week;
- the time he commenced work;
- the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;
- the time of finishing work for the day;
- the time of commencement and termination of overtime worked for the day;
- the total number of hours worked for the day; and
- 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:

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

(4) An employer shall retain such 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—

- an employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a);
- a driver and an employee accompanying such driver.

(2) 'n Werkgewer kan in plaas van 'n presensieregister 'n halfoutomatiese tydregistreerder tesame met die nodige kaarte, wat sover doenlik onderstaande vorm moet hê, beskikbaar stel en hy moet aan elke werknemer so 'n kaart verskaf waarop die naam of nommer van die werknemer en die datum van die einde van die week ten opsigte waarvan 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) met ink of inktlood in die presensieregister in subklousule (1) bedoel, aanteken:

- Die dag van die week;
- die tyd waarop hy begin werk het;
- die tyd waarop alle etens- of ander pouses wat nie as gewone werkure gereken kan word nie, begin en geëindig het;
- die tyd waarop werk vir die dag opgehou het;
- die tyd waarop oortyd wat gewerk is, vir die dag begin en geëindig het;
- die totale getal ure wat vir die dag gewerk is; en
- sy handtekening;

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

- Die tyd waarop hy begin werk het;
- die tyd waarop alle etens- en ander pouse wat nie as gewone werkure gereken kan word nie, begin en geëindig het; en
- die tyd waarop werk vir die dag opgehou het.

(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—

- 'n werknemer wat uit hoofde van klousule 5 (7) (a) van die werkbepaling uitgesluit word; en
- 'n drywer en 'n werknemer wat sodanige drywer vergesel.

No. R. 289

15 February 1985

WAGE ACT, 1957

WAGE DETERMINATION 393.—COFFIN MANUFACTURING INDUSTRY, CERTAIN AREAS

The Minister of Manpower proposes, in terms of section 16 of the Wage Act, 1957, to cancel Wage Determination 393, published under Government Notice R. 1034 of 23 May 1980, as amended by Government Notice R. 293 of 11 February 1983. Any person who desires to comment on the proposed cancellation must submit such comments within 30 days from the date of publication hereof to the Director General: Manpower, Private Bag X117, Pretoria, 0001.

No. R. 289

15 Februarie 1985

LOONWET, 1957

LOONVASSTELLING 393.—DOODKISVERVAARDIGINGSNYWERHEID, SEKERE GEBIEDE

Die Minister van Mannekrag is van voornemens om kragtens artikel 16 van die Loonwet, 1957, Loonvasstelling 393, gepubliseer by Goewermentskennigsgewing R. 1034 van 23 Mei 1980, soos gewysig by Goewermentskennigsgewing R. 293 van 11 Februarie 1983, in te trek. Enige persoon wat kommentaar oor die voorgestelde intrekking wil lewer, moet sodanige kommentaar binne 30 dae vanaf die publikasie hiervan aan die Direkteur-generaal: Mannekrag, Privaatsak X117, Pretoria, 0001, voorlê.

IMPORTANT!!

Placing of languages: *Government Gazettes*

1. Notice is hereby given that the interchange of languages in the *Government Gazette* no longer takes place quarterly, but that it will now be done annually, starting on 1 October until 30 September, every year.
2. For the period 1 October 1984 to 30 September 1985. English is to be placed FIRST, changing annually hereafter.
3. This arrangement is to bring the *Government Gazettes* in conformity with Gazettes containing Acts of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.

—oOo—

BELANGRIK!!

Plasing van tale: *Staatskoerante*

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* nie meer kwartaalliks gedoen word nie, maar dat dit jaarliks sal geskied, beginnende vanaf 1 Oktober tot 30 September, elke jaar.
2. Vir die tydperk 1 Oktober 1984 tot 30 September 1985 word Engels EERSTE geplaas.
3. Hierdie reëling word in ooreenstemming gebring met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.

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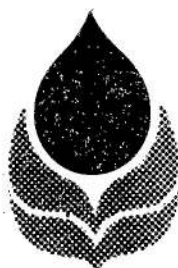


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