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DEPARTMENT OF MANPOWER

No. R. 290

15 February 1985

WAGE ACT, 1957

WAGE DETERMINATION 443.—FUNERAL UNDERTAKING, 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 Funeral Undertaking, 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 the employers and all their employees, other than managers and trainee managers, in the Funeral Undertaking as defined in subclause (2) in the following areas:

Cape Province.—The Magisterial Districts of Bellville, East London, Goodwood, Kimberley, Kuils River, Paarl, Port Elizabeth, Simon's Town, Somerset West, Stellenbosch, Strand, the Cape, Uitenhage and Wynberg.

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

Orange Free State.—The Magisterial Districts of Bloemfontein, Kroonstad, Odendaarsrus, Sasolburg, Virginia and Welkom.

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

(2) "Funeral undertaking" means the undertaking in which employers and employees are associated in establishments for the purpose of performing any one or more of the following activities:

- (a) Conducting funerals;
- (b) treating or preparing corpses for disposal by burial, cremation or any other method;

and includes all operations incidental to or consequent on the operations specified in (a) or (b), but does not include the activities involved in the process whereby a corpse is cremated.

DEPARTEMENT VAN MANNEKRAG

No. R. 290

15 Februarie 1985

LOONWET, 1957

LOONVASSTELLING 443.—BEGRAFNIS-ONDERNEMING, SEKERE GEBIEDE

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

BYLAE

1. GEBIED EN OMVANG VAN VASSTELLING

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

Kaaprovinsie.—Die landdrostdistrikte Bellville, Goodwood, Die Kaap, Kimberley, Kuilsrivier, Oos-Londen, Paarl, Port Elizabeth, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage en Wynberg.

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

Oranje-Vrystaat.—Die landdrostdistrikte Bloemfontein, Kroonstad, Odendaarsrus, Sasolburg, Virginia en Welkom.

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

(2) "Begrafnisonderneming" bereken die onderneming waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings vir die verrigting van een of meer van die volgende werksaamhede:

- (a) Die hou van begrafnisse, en
- (b) die behandeling of gereedmaak van lyke vir beskikking daarvoor deur begrawing, verassing of enige ander metode;

en dit omvat alle werksaamhede wat in verband staan met of voortspruit uit die werksaamhede in (a) of (b) genoem, maar dit omvat nie die werksaamhede in verband met die proses waarvolgens 'n lyk veras word nie.

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 in that class in which he is wholly or mainly engaged; further, unless inconsistent with the context—

(1) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (15)

(2) "clerical assistant" means an employee who, under the supervision of a qualified clerk, performs any one or more of the following duties:

(a) Adding or subtracting, also with the aid of a machine;

(b) calculating wages;

(c) checking attendance records or recording particulars of employees at work or absent from work or the time spent by employees on different tasks;

(d) checking or recording particulars of goods received or issued, or keeping stock records;

(e) copying documents by hand or machine;

(f) filing or sorting documents according to written instructions or a list, in alphabetical or numerical order or according to colour;

(g) operating an addressograph or punch card, duplicating, adding or photostating machine, other than a typewriter;

(h) recording engagement, discharge or resignation of employees, including the making of any necessary entries in the employees' personal file or document or preparing certificates of service;

(i) recording particulars of annual or sick leave;

(j) transferring names and addresses from completed documents to envelopes, labels or circulars in another manner than on a typewriter;

(k) transferring particulars into a register other than by means of a typewriter; (12)

(3) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, telephone switchboard operator or any office machine operator but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a part of such employee's work; (11)

(4) "coffin trimmer" means an employee who is wholly engaged in one or more of the following duties:

(a) Arranging the linings or trimmings in coffins;

(b) attaching handles to coffins;

(c) covering coffins with material; (9)

(5) "emergency work" means any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft, sabotage, a breakdown of plant or machinery, or because the buildings are unfit for use or are in danger of becoming unfit for use, must be done without delay; (18)

(6) "establishment" means any premises or part thereof in or in connection with which one or more employees are employed in the Funeral Undertaking; (2)

(7) "experience" means in relation to—

(a) a clerk, the total period or periods of employment which an employee has had as a clerk in any trade or in the service of 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 the Funeral Undertaking; (19)

(8) "funeral assistant" means an employee who is engaged in any one or more of the following duties:

(a) Conducting or arranging funerals, including the attendant clerical duties, or assisting in such duties;

(b) embalming corpses or assisting in such embalming;

(c) removing or attending to the removal of corpses;

(d) treating or preparing corpses for disposition thereof by burial, cremation or any other method;

and who may drive a motor vehicle or trim coffins; (3)

(9) "funeral assistant, Grade A" means a funeral assistant other than a funeral assistant, Grade B; (4)

(10) "funeral assistant, Grade B" means a funeral assistant whose activities as such are solely concerned with corpses of Non-Whites; (5)

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

(a) Assisting on delivery vehicles, other than driving or effecting repairs;

(b) carrying, lifting, stacking, positioning or moving goods, artificial grass mats or equipment;

(c) cleaning premises or vehicles, plant, machinery, tools, utensils or other articles;

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 hierdie vasstelling is 'n werknemer in die klas waarin hy uitsluitlik of hoofsaaklik werksaam is; voorts, tensy onbestaanbaar met die samehang beteken—

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

(a) Briewe, boodskappe of goedere te voet of deur middel van 'n trap- of handaangedrewe voertuig aflewer of insamel;

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

(c) goedere, kunsmatige grasmatte of uitrusting dra, optel, opstapel, in posisie plaas of verskuif;

(d) grafte grawe of toegooi;

(e) laai of aflaa;

(f) op afleweringervoertuie help, uitgesonderd bestuur of herstelwerk verrig;

(g) persele of voertuie, installasie, masjinerie, gereedskap, gerei of ander artikels skoonmaak;

(h) tee of dergelike drankte maak of tee of dergelike drankte aan werknemers of sy werkgewer of sy werkgewer se gaste bedien;

(i) tuinwerk; (11)

(2) "bedryfsinrigting" 'n perseel of gedeelte daarvan waarop of in verband waarmee een of meer werknemers in die Begrafnisonderneming in diens is; (6)

(3) "begrafnisassistent" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Begrafnisse hou of reël, met inbegrip van die gepaardgaande klerklike werksaamhede, of met sodanige werksaamhede help;

(b) lyke balsem of help met die balsem van lyke;

(c) lyke behandel of gereedmaak vir beskikking daarvoor deur begraving, verassing of enige ander metode;

(d) lyke verwyder of toesien dat lyke verwyder word;

en wat 'n motorvoertuig kan dryf of doodkiste beklee; (8)

(4) "begrafnisassistent graad A" 'n begrafnisassistent, uitgesonderd 'n begrafnisassistent graad B; (9)

(5) "begrafnisassistent graad B" 'n begrafnisassistent wie se werksaamhede as sodanig uitsluitlik te doen het met die lyke van Nie-Blankes; (10)

(6) "bestuurder" 'n werknemer wat deur sy werkgewer belas is met die algehele toesig oor, verantwoordelikheid vir en leiding van die werksaamhede van 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting en die werknemers daarin; (14)

(7) "bode" 'n werknemer wat goedere, briewe, boodskappe, boeke, dokumente of geld aflewer of insamel deur middel van 'n tweewielbromponie, kragfiets of 'n fiets wat met 'n hulpwiel toegevoeg is, en wat skryfwerk in verband met sodanige insameling of aflewering kan doen; (15)

(8) "deeltydse werknemer" 'n werknemer wat hoogstens vyf gewone werkure per dag op 'n weeklike of maandelike basis werk; (19)

(9) "doodkistebekleër" 'n werknemer wat uitsluitlik een of meer van die volgende werksaamhede verrig:

(a) Die voering of bekleedsel in doodkiste aanbring;

(b) doodkiste met materiaal oortrek;

(c) handvatsels aan doodkiste vassit; (4)

(10) "gekwalfiseerd" met betrekking tot 'n werknemer, dat die ondervinding van 'n werknemer van sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; (21)

(11) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en dit omvat 'n kassier, 'n telefoonskakelbordoperateur of enige kantoormasjienoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se werk; (3)

(12) "klerklike assistent" 'n werknemer wat, onder toesig van 'n gekwalfiseerde klerk, een of meer van die volgende werksaamhede verrig:

(a) Optel of aftrek, ook met behulp van 'n masjien;

(b) lone bereken;

(c) bywoningsregisters nagaan of besonderhede in verband met werknemers wat aanwesig of afwesig is, of die tyd wat werknemers aan verskillende take bestee, aanteken;

(d) besonderhede in verband met goedere wat ontvang of uitgereik is, nagaan of aanteken, of voorraadregisters hou;

(e) dokumente met die hand of met 'n masjien kopieer;

(f) dokumente volgens skriftelike instruksies of 'n lys, in alfabetiese of numeriese volgorde of volgens kleur liasseer of sorteer;

(g) 'n adresseermasjien of 'n ponskaart-, afrol-, optel- of kopieermasjien, uitgesonderd 'n tikmasjien, bedien;

(d) delivering or collecting letters, messages or goods on foot or by means of a foot-propelled or hand-propelled vehicle;

(e) digging or filling in graves;

(f) gardening;

(g) loading or unloading;

(h) making tea or similar beverages or serving tea or similar beverages to employees of his employer or his employer's guests;

(i) opening or closing doors or windows or bags, boxes or other packages; (1)

(12) "law" includes the common law; (25)

(13) "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 a village council established in terms of section 2 of the Black Local Authorities Act, 1982 (Act 102 of 1982); (22)

(14) "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 or a department of an establishment and the employees engaged therein; (6)

(15) "messenger" means an employee who is engaged in delivering or collecting goods, letters, messages, books, documents or money by means of a two-wheeled motor scooter, an auticycle or a bicycle fitted with an auxiliary engine and who may do any writing connected with such collecting or delivering; (7)

(16) "military service" means any period of service or training in terms of the Defence Act, 1957 (Act 44 of 1957); (16)

(17) "motor vehicle" means any power-driven vehicle, other than one used by a messenger, used for conveying passengers, goods or corpses; (17)

(18) "overtime" means that portion of any period worked by an employee for his employer during a week or on a day, as the case may be, which is longer than the ordinary working hours prescribed for such employee in clause 5 (1), but does not include a period during which an employee works for his employer on a Sunday or a public holiday as defined: Provided that any time a funeral assistant or an employee who accompanies and assists such funeral assistant devotes to work for which he is entitled to any allowance prescribed in clause 3 (6) or (7), shall not be overtime; (20)

(19) "part-time employee" means an employee who works for not more than five ordinary working hours a day on a weekly or monthly basis; (8)

(20) "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 and Christmas Day; (21)

(21) "qualified" in relation to an employee, means that the experience of an employee of his class entitles him to the highest wage rate prescribed for that class; (10)

(22) "trainee manager" means an employee who is being trained as a manager; (13)

(23) "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; and "ordinary wage" and "weekly wage" have corresponding meanings; (14)

(24) "watchman" means an employee who is engaged in one or more of the following duties:

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

(b) handling or controlling dogs in the performance of any one or more of the duties referred to in (a); (23)

(25) "week" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls. (24)

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 below:

(a) *Employees other than casual and part-time employees:*

(h) die indiensneming, ontslag of bedanking van werknemers aanteken, insluitende enige nodige inskrywings in die werknemers se persoonlike lêers of dokumente maak of dienssertifikate voorberei;

(i) besonderhede van jaarlikse of siekteverlof aanteken;

(j) name en adresse wat op voltooid dokumente is, op koevert, etikette of omsendbriewe aanbring op enige wyse behalwe deur middel van 'n tikmasjien;

(k) besonderhede in registers aanbring op enige wyse behalwe deur middel van 'n tikmasjien; (2)

(13) "leerlingbestuurder" 'n werknemer wat as bestuurder opgelei word; (22)

(14) "loon" die bedrag geld wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat, as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken, en "gewone loon" of "weekloon" het ooreenstemmende betekenis; (23)

(15) "los werknemer" 'n werknemer wat hoogstens drie dae per week by dieselfde werkgewer in diens is; (1)

(16) "militêre diens" 'n tydperk van diens of opleiding ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957); (16)

(17) "motorvoertuig" enige kragaangedrewe voertuig, uitgesonderd een wat deur 'n bode gebruik word, waarmee passasiers, goedere of lyke vervoer word; (17)

(18) "noodwerk" enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal, sabotasie, 'n onklaarraking van installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, sonder versuim gedoen moet word; (5)

(19) "ondervinding" met betrekking tot—

(a) 'n klerk, die totale tydperk of tydperke wat 'n werknemer as 'n klerk in enige bedryf of in die diens van '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 die Begrafnisonderneming werksaam was; (7)

(20) "oortyd" die gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgewer werk en wat langer is as die gewone werkure by klousule 5 (1) vir sodanige werknemer voorgeskryf, maar dit omvat nie 'n tydperk waarin 'n werknemer op 'n Sondag of 'n openbare vakansiedag soos omskryf vir sy werkgewer werk nie: Met dien verstande dat enige tyd wat 'n begrafnisassistent of 'n werknemer wat 'n begrafnisassistent vergesel en help, wy aan werk waarvoor hy geregtig is op enige toelaag in klousule 3 (6) of (7) voorgeskryf, nie oortyd is nie; (18)

(21) "openbare vakansiedag" Nuwejaarsdag (of die daaropvolgende Maandag as Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte dag en Kersdag; (20)

(22) "plaaslike owerheid" 'n afdelingsraad, stadsraad, munisipale raad, dorpsraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Wet op Provinsiale Bestuur, 1961, en dit sluit in 'n stadsraad en dorpsbestuur ingestel ingevolge artikel 2 van die Wet op Swart Plaaslike Bestuur, 1982 (Wet 102 van 1982); (13)

(23) "wag" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

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

(b) honde hanteer of beheer in die uitvoering van een of meer van die werksaamhede in (a) genoem; (24)

(24) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van daardie werknemer gewoonlik val; (25)

(25) "wet" ook die gemene reg. (12).

3. BESOLDIGING

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

(a) *Werknemers, uitgesonderd los en deeltydse werknemers:*

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg				In the Magisterial Districts of Bloemfontein, East London, Inanda, Kimberley, Klerksdorp, Odendaarsrus, Paarl, Pietermaritzburg, Potchefstroom, Somerset-Wes, Stellenbosch, Strand, Virginia and Welkom and the municipal area of Witbank				In the Magisterial District of Kroonstad			
	During the first 12 months after this Determination has become binding		Thereafter		During the first 12 months after this Determination has become binding		Thereafter		During the first 12 months after this Determination has become binding		Thereafter	
	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R
Clerical assistant—												
during the first six months of experience	62,54	271,00	69,00	299,00	51,69	224,00	57,00	247,00	45,92	199,00	50,54	219,00
during the second six months of experience	65,77	285,00	72,46	314,00	54,46	236,00	59,77	259,00	48,46	210,00	53,31	231,00
thereafter	69,00	299,00	75,92	329,00	57,00	247,00	62,77	272,00	50,77	220,00	55,85	242,00
Clerk—												
during the first year of experience	70,15	304,00	77,08	334,00	60,00	260,00	66,00	286,00	52,85	229,00	58,15	252,00
during the second year of experience	82,85	359,00	91,15	395,00	74,08	321,00	81,46	353,00	67,38	292,00	74,08	321,00
during the third year of experience	95,54	414,00	105,23	456,00	88,15	382,00	96,92	420,00	81,69	354,00	89,77	389,00
thereafter	108,23	469,00	119,08	516,00	102,23	443,00	112,38	487,00	96,23	417,00	105,92	459,00
Coffin trimmer—												
during the first six months of experience	62,31	270,00	68,54	297,00	51,23	222,00	56,31	244,00	44,77	194,00	49,15	213,00
during the second six months of experience	65,08	282,00	71,54	310,00	53,77	233,00	59,08	256,00	46,85	203,00	51,46	223,00
thereafter	68,08	295,00	75,00	325,00	56,54	245,00	62,31	270,00	48,92	212,00	53,77	233,00
Funeral assistant, Grade A—												
during the first six months of experience	93,92	407,00	103,38	448,00	88,15	382,00	96,92	420,00	81,23	352,00	89,31	387,00
during the second six months of experience	108,00	468,00	118,85	515,00	102,69	445,00	112,85	489,00	95,31	413,00	104,77	454,00
thereafter	122,08	529,00	134,31	582,00	117,46	509,00	129,23	560,00	109,38	474,00	120,23	521,00
Funeral assistant, Grade B—												
during the first six months of experience	64,62	280,00	71,08	308,00	60,00	260,00	66,00	286,00	52,85	229,00	58,15	252,00
during the second six months of experience	72,69	315,00	80,08	347,00	68,08	295,00	75,00	325,00	60,92	264,00	66,92	290,00
thereafter	81,00	351,00	89,08	386,00	76,38	331,00	84,00	364,00	69,00	299,00	75,92	329,00
General worker	53,08	230,00	58,38	253,00	43,85	190,00	48,23	209,00	39,00	169,00	42,92	186,00
Messenger	59,54	258,00	65,54	284,00	49,38	214,00	54,23	235,00	42,92	186,00	47,31	205,00
Watchman	62,31	270,00	68,54	297,00	51,23	222,00	56,31	244,00	44,77	194,00	49,15	213,00
Employee not specifically mentioned elsewhere in this subclause	59,54	258,00	65,54	284,00	49,38	214,00	54,23	235,00	42,92	186,00	47,31	205,00

	In die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaap, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg				In die landdrosdistrikte Bloemfontein, Inanda, Kimberley, Klerksdorp, Odendaarsrus, Oos-Londen, Paarl, Pietermaritzburg, Potchefstroom, Somerset-Wes, Stellenbosch, Strand, Virginia en Welkom en die munisipale gebied Witbank				In die landdrosdistrik Kroonstad			
	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 maand R	Per week R	Per maand R	Per week R	Per maand R	Per week R	Per maand R	Per week R	Per maand R	Per week R	Per maand R
Algemene werker	53,08	230,00	58,38	253,00	43,85	190,00	48,23	209,00	39,00	169,00	42,92	186,00
Begrafnisassistent graad A—												
gedurende die eerste ses maande ondervinding	93,92	407,00	103,38	448,00	88,15	382,00	96,92	420,00	81,23	352,00	89,31	387,00
gedurende die tweede ses maande ondervinding	108,00	468,00	118,85	515,00	102,69	445,00	112,85	489,00	95,31	413,00	104,77	454,00
daarna	122,08	529,00	134,31	582,00	117,46	509,00	129,23	560,00	109,38	474,00	120,23	521,00
Begrafnisassistent graad B—												
gedurende die eerste ses maande ondervinding	64,62	280,00	71,08	308,00	60,00	260,00	66,00	286,00	52,85	229,00	58,15	252,00
gedurende die tweede ses maande ondervinding	72,69	315,00	80,08	347,00	68,08	295,00	75,00	325,00	60,92	264,00	66,92	290,00
daarna	81,00	351,00	89,08	386,00	76,38	331,00	84,00	364,00	69,00	299,00	75,92	329,00
Bode	59,54	258,00	65,54	284,00	49,38	214,00	54,23	235,00	42,92	186,00	47,31	205,00
Doodkisbekteer—												
gedurende die eerste ses maande ondervinding	62,31	270,00	68,54	297,00	51,23	222,00	56,31	244,00	44,77	194,00	49,15	213,00
gedurende die tweede ses maande ondervinding	65,08	282,00	71,54	310,00	53,77	233,00	59,08	256,00	46,85	203,00	51,46	223,00
daarna	68,08	295,00	75,00	325,00	56,54	245,00	62,31	270,00	48,92	212,00	53,77	233,00
Klerk—												
gedurende die eerste jaar ondervinding	70,15	304,00	77,08	334,00	60,00	260,00	66,00	286,00	52,85	229,00	58,15	252,00
gedurende die tweede jaar ondervinding	82,85	359,00	91,15	395,00	74,08	321,00	81,46	353,00	67,38	292,00	74,08	321,00
gedurende die derde jaar ondervinding	95,54	414,00	105,23	456,00	88,15	382,00	96,92	420,00	81,69	354,00	89,77	389,00
daarna	108,23	469,00	119,08	516,00	102,23	443,00	112,38	487,00	96,23	417,00	105,92	459,00
Klerklike assistent—												
gedurende die eerste ses maande ondervinding	62,54	271,00	69,00	299,00	51,69	224,00	57,00	247,00	45,92	199,00	50,54	219,00
gedurende die tweede ses maande ondervinding	65,77	285,00	72,46	314,00	54,46	236,00	59,77	259,00	48,46	210,00	53,31	231,00
daarna	69,00	299,00	75,92	329,00	57,00	247,00	62,77	272,00	50,77	220,00	55,85	242,00
Wag	62,31	270,00	68,54	297,00	51,23	222,00	56,31	244,00	44,77	194,00	49,15	213,00
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie	59,54	258,00	65,54	284,00	49,38	214,00	54,23	235,00	42,92	186,00	47,31	205,00

(b) *Part-time employees.*—A part-time employee shall be paid not less than 70 per cent of the wage prescribed in paragraph (a) for an employee who performs the same class of work as the part-time employee is required to do.

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

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

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

of the weekly wage prescribed for an employee in the same area who performs the same class of work as the casual employee is required to do, plus 10 per cent: 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), 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 in clause 5 for an employee in this class.

(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.

(5) *Subsistence expenses.*—In addition to any other remuneration due to an employee who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall reimburse him all reasonable subsistence expenses incurred by him.

(6) *Special allowances.*—(a) An employer who requires or permits a funeral assistant to conduct a funeral or to remove a corpse wholly or mainly outside his daily hours of work, shall, in addition to any other remuneration due to such funeral assistant, pay him not less than the allowances set out below for each such funeral conducted or removal effected, as the case may be—

(i) where the forward journey to conduct such funeral or effect such removal does not exceed 25 kilometres, reckoned from the employer's establishment at which the funeral assistant is employed—

funeral	R9,00
removal	R7,20;

(b) *Deeltydse werknemers.*—'n Deeltydse werknemer moet minstens 70 persent van die loon betaal word wat in paragraaf (a) vir 'n werknemer voorgeskryf word wat dieselfde klas werk verrig as wat van die deeltydse werknemer vereis word.

(c) *Los werknemers.*—'n Werkgewer moet sy los werknemer vir elke dag of gedeelte van 'n dag diens, uitgesonderd 'n openbare vakansiedag, soos omskryf, op 'n Sondag, minstens die volgende loon betaal:

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

(ii) indien sodanige maksimum agt en 'n half is, een sesde;

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" beteken die weekloon wat vir 'n werknemer van daardie klas voorgeskryf word 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 'n dag te werk, sy loon met hoogstens 50 persent verminder kan word ten opsigte van daardie dag.

(2) *Kontrakgrondslag.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus, en, behoudens klousule 4 (6), moet 'n werknemer 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 vir langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor of—

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

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

by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer betaal 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 so uitgelê mag word nie dat dié '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 enige week werk, wat hoogstens die gewone werkure voorgeskryf is vir 'n werknemer in sy klas by klousule 5.

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

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

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

(5) *Onderhoudsuitgawes.*—Benewens die betaling van enige ander besoldiging verskuldig aan 'n werknemer wat, op enige reis wat hy by die uitvoering van sy pligte onderneem vir 'n langer tydperk as ses agtereenvolgende ure van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is, moet sy werkgewer hom vergoed vir alle redelike onderhoudsuitgawes wat hy aangegaan het.

(6) *Spesiale toelaes.*—(a) 'n Werkgewer wat van 'n begrafnisassistent vereis of hom toelaat om 'n begrafnis te hou of 'n lyk te verwyder uitsluitlik of hoofsaaklik buite sy daaglikse werkure, moet sodanige begrafnisassistent bo en behalwe enige ander besoldiging aan hom verskuldig, minstens die toelaes betaal wat hieronder vir elke sodanige begrafnis gehou of verwydering gedoen, na gelang van die geval, uiteengesit is:

(i) Waar die heenreis om sodanige begrafnis te hou of sodanige verwydering te doen, hoogstens 25 kilometer is, bereken vanaf die werkgewer se bedryfsinrigting waar die begrafnisassistent in diens is—

begrafnis	R9,00
verwydering	R7,20;

(ii) where the forward journey to conduct such funeral or effect such removal exceeds 25 kilometres but does not exceed 100 kilometres, reckoned from the employer's establishment at which the funeral assistant is employed—

funeral	R11,00
removal	R9,00;

(iii) where the forward journey to conduct such funeral or effect such removal exceeds 100 kilometres, reckoned from the employer's establishment at which the funeral assistant is employed—

funeral	R13,00
removal	R10,80;

Provided that the respective allowances shall be increased by not less than R3,00 for each 50 kilometres or part of 50 kilometres by which the distance on the forward journey exceeds 150 kilometres.

(b) An employer who requires or permits an employee to accompany and assist a funeral assistant referred to in paragraph (a) to conduct a funeral or to effect a removal wholly or mainly outside his daily hours of work, shall pay the first-mentioned employee the respective allowance prescribed in (a) irrespective of the nature or extent of the assistance rendered:

Provided that—

(i) when more than one corpse at a time is to be conveyed, the allowance in respect of the removal of corpses shall be payable once only, in respect of the point of removal or delivery furthest from the employer's establishment;

(ii) any time devoted by a funeral assistant or an employee who accompanies and assists such funeral assistant to conduct a funeral or remove a corpse wholly or mainly outside his daily hours of work, shall not be overtime;

(iii) this subclause shall not apply to an employee referred to in clause 5 (7) (a).

(c) For the purposes of this subclause the expression "removal of a corpse" means the conveyance of a corpse by motor vehicle, but does not include the moving of a corpse from one place to another within an employer's establishment nor the removal from the employer's establishment to a place from where the funeral is to commence, if the employee who removes or assists in doing so also conducts or assists at the funeral, and "remove a corpse" has a corresponding meaning.

(7) *Embalming allowance.*—An employer shall pay—

(a) his funeral assistant who, wholly or mainly outside his daily hours of work, embalms a corpse, an allowance of not less than R14,40 for each such embalming;

(b) his employee who, wholly or mainly outside his daily hours of work, assists at such embalming, an allowance of not less than R7,20 for each such embalming,

which allowance shall be in addition to any other remuneration due to such employee: Provided that—

(i) any time devoted by a funeral assistant or an employee who assists such funeral assistant to embalm a corpse wholly or mainly outside his daily hours of work, shall not be overtime;

(ii) this subclause shall not apply to an employee referred to in clause 5 (7) (a);

(8) For the purposes of subclauses (6) and (7) the expression "daily hours of work" means—

(a) the period between the time when an employee ordinarily commences his daily hours of work and the time when he ordinarily completes his daily hours of work; or

(b) any period not exceeding nine and a half consecutive hours a day, the time of commencement and the time of completion of which period are agreed to in writing between an employer and his employee as constituting the employee's daily hours of work:

Provided that, in the case of an employee who is not ordinarily required to conform to such times and in the absence of a written agreement in terms of paragraph (b) hereof, it shall be deemed to be from 08h00 to 17h30.

4. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly, fortnightly or monthly during his ordinary hours of work or within 15 minutes thereafter on the usual pay-day of the establishment for such employee or 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;

(ii) waar die heenreis om sodanige begrafnis te hou of sodanige verwydering te doen meer as 25 kilometer maar hoogstens 100 kilometer is, bereken vanaf die werkgewer se bedryfsinrigting waar die begrafnisassistent in diens is—

begrafnis	R11,00
verwydering	R9,00;

(iii) waar die heenreis om sodanige begrafnis te hou of sodanige verwydering te doen meer as 100 kilometer is, bereken vanaf die werkgewer se bedryfsinrigting waar die begrafnisassistent in diens is—

begrafnis	R13,00
verwydering	R10,80;

Met dien verstande dat die onderskeie toelaes verhoog word met minstens R3,00 vir elke 50 kilometer of gedeelte van 50 kilometer waarmee die afstand op die heenreis 150 kilometer te bowe gaan.

(b) 'n Werkgewer wat van 'n werknemer vereis of hom toelaat om 'n begrafnisassistent in paragraaf (a) bedoel, te vergesel en te help om 'n begrafnis te hou of 'n verwydering te doen, moet eersgenoemde werknemer die onderskeie toelaes betaal wat in (a) voorgeskryf word, ongeag die aard of omvang van die hulp wat verleen is:

Met dien verstande dat—

(i) wanneer meer as een lyk op 'n keer vervoer word, die toelae ten opsigte van die verwydering van lyke slegs eenmalig betaalbaar is en wel ten opsigte van die verwyderings- of afleweringpunt wat die verste van die werkgewer se bedryfsinrigting geleë is;

(ii) enige tydperk wat 'n begrafnisassistent of 'n werknemer wat sodanige begrafnisassistent vergesel en help om 'n begrafnis te hou of 'n lyk te verwyder, uitsluitlik of hoofsaaklik buite sy daaglikse werkure, nie oortyd is nie;

(iii) hierdie subklousule is nie van toepassing nie op 'n werknemer bedoel in klousule 5 (7) (a).

(c) By die toepassing van hierdie subklousule beteken die uitdrukking "verwydering van 'n lyk" die vervoer van 'n lyk deur middel van 'n motorvoertuig, maar dit omvat nie die vervoer van 'n lyk van een plek na 'n ander binne 'n werkgewer se bedryfsinrigting of die verwydering vanaf die werkgewer se bedryfsinrigting na 'n plek vanwaar die begrafnis 'n aanvang moet neem nie, indien die werknemer wat verwyder of help om te verwyder ook die begrafnis hou of by die begrafnis behulpsaam is, en het die uitdrukking " 'n lyk verwyder" 'n ooreenstemmende betekenis.

(7) *Balsemingstoelae.*—'n Werkgewer moet—

(a) sy begrafnisassistent wat uitsluitlik of hoofsaaklik buite sy daaglikse werkure 'n lyk balsem, 'n toelae van minstens R14,40 vir elke sodanige balseming betaal;

(b) sy werknemer wat uitsluitlik of hoofsaaklik buite sy daaglikse werkure by sodanige balseming behulpsaam is, 'n toelae van minstens R7,20 vir elke sodanige balseming betaal;

en hierdie toelae is bo en behalwe enige ander besoldiging wat aan sodanige werknemer verskuldig is: Met dien verstande dat—

(i) enige tydperk wat 'n begrafnisassistent of 'n werknemer wat sodanige begrafnisassistent help om 'n lyk te balsem uitsluitlik of hoofsaaklik buite sy daaglikse werkure, nie oortyd is nie;

(ii) hierdie subklousule nie van toepassing op 'n werknemer bedoel in klousule 5 (7) (a) is nie.

(8) By die toepassing van subklousules (6) en (7) beteken die uitdrukking "daaglikse werkure"—

(a) die tydperk tussen die tydstop waarop 'n werknemer gewoonlik sy daaglikse werkure begin en die tydstop waarop hy gewoonlik sy daaglikse werkure voltooi; of

(b) enige tydperk van hoogstens nege en 'n half agtereenvolgende ure per dag waarvan die aanvangstyd en die ophoutyd volgens skriftelike ooreenkoms tussen die werkgewer en sy werknemer die werknemer se daaglikse werkure uitmaak:

Met dien verstande dat, in die geval van 'n werknemer van wie daar nie gewoonlik vereis word om sulke tye na te kom nie en by gebrek aan 'n skriftelike ooreenkoms ingevolge paragraaf (b) hiervan, daar geag word dat die tydperk van 08h00 tot 17h30 duur.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 6 (4), moet bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, wekeliks, tweewekeliks of maandeliks gedurende sy gewone werkure of binne 15 minute nadat die werk gestaak is in kontant betaal word 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 geseëde koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

(a) die werkgewer se naam;

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

(c) die tydperk waarvoor die betaling geskied;

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

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

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

(g) the employee's wage;

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

(i) details of any deductions made; and

(j) the 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) where payment cannot be made to an employee within the said time by reason of his absence on duty from his employer's establishment, payment shall be effected not later than six hours after his resumption of duty upon his return;

(ii) 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;

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

(iv) the information relating to subparagraphs (d), (e) and (f) need not be furnished in respect of an employee referred to in 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 law 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 any person or at any place nominated by him: Provided that an employer may require his funeral assistant, Grade A, to lodge with 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 a 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) with written consent of an employee, a deduction of any amount which an employer has paid or has undertaken to pay to—

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

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

(e) with the written consent of the 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;

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

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

(g) die werknemer se loon;

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

(i) besonderhede van enige bedrae wat afgetrek is;

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

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

(i) waar die betaling nie aan 'n werknemer binne genoemde tyd gemaak kan word nie vanweë die feit dat hy in diens van sy werkgever se bedryfsinrigting afwesig is, die betaling nie later nie as ses uur nadat hy by sy terugkeer diens hervat, moet geskied;

(ii) die besonderhede hierbo voorgeskryf, in 'n kode op sodanige koevert of houer of in sodanige staat aangeteken kan word, welke kode volledig uiteengesit en verduidelik moet word in 'n bygaande kennisgewing of in 'n kennisgewing wat op 'n opsigtelike plek in die bedryfsinrigting opgeplak moet bly en vir alle werknemers wat daardeur geraak word, toeganklik moet wees;

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

(iv) die inligting bedoel in subparagrafe (d), (e) en (f) nie verstrekkend hoeft te word ten opsigte van 'n werknemer bedoel in klousule 5 (7) (a) nie.

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

(3) *Premies.*—Behoudens die bepalings van 'n ander wet mag geen betaling deur of namens 'n werknemer regstreeks of onregstreeks vir die indiensneming of opleiding van daardie werknemer aan 'n werkgever betaal of deur hom aangeneem word nie.

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

(5) *Akkommodasie, etes en rantsoene.*—Behoudens die Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om akkommodasie, etes of rantsoene van enige iemand of op enige plek deur hom aangewys, aan te neem nie: Met dien verstande dat 'n werkgever van sy begrafnisassistent graad A kan vereis om by hom in te woon.

(6) *Aftekings.*—'n Werkgever mag sy werknemer geen boetes opleë 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-, siekte-, mediese-, versekerings-, spaar-, voorsorg- of pensioenfondse, of ten opsigte van ledegelde van 'n vakvereniging;

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

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

(d) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n 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 wat aan sodanige werknemer toegestaan is om 'n woonhuis aan te koop;

(ii) 'n organisasie of liggaam ten opsigte van die huur van 'n woonhuis of huisvesting in 'n hostel wat sodanige werknemer bewoon, indien sodanige woonhuis of hostel deur bemiddeling van sodanige organisasie of liggaam verskaf word uitsluitlik of gedeeltelik met fondse vir dié doel voorgeskiet deur die Staat of 'n liggaam in paragraaf (i) bedoel.

(e) met die skriftelike toestemming van die werknemer, 'n 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 van die totale besoldiging is wat op die betrokke betaaldag aan die werknemer verskuldig is;

(f) 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 or whenever a funeral assistant, Grade A, is required to accept accommodation from his employer, a deduction not exceeding—

(i) in the case of a funeral assistant, Grade A—

	Lodging	
	Per week	Per month
	R	R
Single room.....	6,46	28,00
Single flat (one bedroom).....	13,15	57,00
Double flat or house (more than one bedroom).....	19,62	85,00;

(ii) in the case of any other employee—

	Per week Per month	
	R	R
(aa) Accommodation.....	1,50	6,50
(ab) Meals or rations.....	3,00	13,00
(ac) Accommodation and meals or rations.....	4,50	19,50

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 part-time employee—30 in any week from Monday to Saturday, inclusive:

(c) 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;

(d) any other employee—

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

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

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

(2) *Meal interval.*—An employer shall, in the case of—

(a) a funeral assistant, grant him as nearly as is practicable in the middle of his ordinary hours of work each day;

(b) any other employee, not require or permit him to work continuously for more than five hours without,

a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

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

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

(iii) if such interval be longer than one hour, except when proviso (vi) 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 work an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;

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

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

(i) in die geval van 'n begrafnisassistent graad A—

	Inwoning	
	Per week	Per maand
	R	R
Enkelkamer.....	6,46	28,00
Enkelwoonstel (een slaapkamer).....	13,15	57,00
Dubbele woonstel of huis (meer as een slaapkamer).....	19,62	85,00;

(ii) in die geval van enige ander werknemer—

	Per week Per maand	
	R	R
(aa) Akkommodasie.....	1,50	6,50
(ab) Etes of rantsoene.....	3,00	13,00
(ac) Akkommodasie, etes of rantsoene.....	4,50	19,50

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 deeltydse werknemer—30 in 'n week van Maandag tot en met Saterdag;

(c) 'n wag—

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

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

- (aa) hoogstens vyf dae per week werk—12 op 'n dag;
- (ab) meer as vyf dae per week werk—10 op 'n dag;

(d) enige ander werknemer—

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

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

- (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—

(a) moet aan 'n begrafnisassistent, so na as doenlik aan die middel van sy gewone werkure elke dag, 'n etenspouse van minstens een uur toestaan;

(b) mag nie van enige ander 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) werktidperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudsbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;

(iii) as sodanige pouse langer as een uur is, behalwe waar voorbehoudsbepaling (vi) van toepassing is, enige tydperk wat een en 'n kwart uur te bowe gaan, geag word werktid te wees;

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

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

(vi) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik persele skoonmaak, waar sodanige pouse langer as drie uur is, enige tyd wat drie uur te bowe gaan, geag word deel van die gewone werkure uit te maak.

(3) *Rest intervals*.—An employer shall grant to his employee, other than a funeral assistant, 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.

(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 shall not exceed more than, in the case of—

- (a) a casual employee, three hours on any day;
- (b) a watchman, 12 hours in any week; and
- (c) any other employee, 10 hours in any week.

(6) *Payment for overtime*.—An employer shall pay an employee who works overtime 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 such an employee is in receipt of a regular wage at a rate of—

- (i) not less than R1 050 per month in the magisterial Districts of Kroonstad; and
- (ii) not less than R1 150 per month in the other areas where this determination applies.

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

6. ANNUAL LEAVE

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

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

- (i) not more than five days in a week, 15 consecutive work-days' leave;
- (ii) more than five days in a week, 18 consecutive work-days' leave;

(b) a watchman whose ordinary hours of work exceed 48 in a week, who normally works on—

- (i) not more than five days in a week, 20 consecutive work-days' leave;
- (ii) more than five days in a week, 24 consecutive work-days' leave;

(c) any other employee who normally works on—

- (i) not more than five days in a week, 15 consecutive work-days' leave;
- (ii) more than five days in a week, 18 consecutive work-days' leave;

and the employee shall take such leave and the employer shall pay the employee 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 the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced;

(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.

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

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

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

(i) sick leave in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) amounting in the aggregate in any period of 12 months to not more than 15 weeks;

(ii) any period during which the employee is under notice of termination of employment in terms of clause 11; or

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

(3) *Ruspouse*.—'n Werkgewer moet aan sy werknemer, uitgesonderd 'n begrafnisassistent, 'n ruspouse van minstens 10 minute toestaan so na as doenlik aan die middel van elke eerste werktydperk en tweede werktydperk 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 daar word geag dat sodanige pouse deel van die gewone werkure van sodanige werknemer uitmaak.

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

(5) *Beperking van oortyd*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie, buiten in ooreenstemming met 'n ooreenkoms wat met die werknemer gesluit is en met dien verstande dat die oortyd nie meer is nie as, in die geval van—

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

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

- (a) op enige dag in die geval van 'n los werknemer;
- (b) in enige week, 14 dae of maand, in die geval van enige ander werknemer, afhangende daarvan of sy loon onderskeidelik weekliks, tweewekliks of maandeliks betaal word.

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

- (i) minstens R1 050 per maand in die landdrostdistrik Kroonstad; en
- (ii) minstens R1 150 per maand in die ander gebiede waar hierdie vaststelling van toepassing is.

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

6. JAARLIKSE VERLOF

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

(a) '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) 'n wag wie se gewone werkure 48 in 'n week oorskry en 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;

verlof verleen, en die werknemer moet sodanige verlof neem en die werkgewer moet die werknemer 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 die weekloon wat die werknemer onmiddellik voor die aanvangsdatum van die verlof ontvang het;

(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.

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

(a) as sodanige verlof nie eerder verleen is nie, dit, behoudens subklousule (3), so verleen en geneem moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgewer en werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer 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 beoef;

(ii) 'n tydperk waartydens die werknemer kennis van diensbeëindiging ingevolge klousule 11 uitdien;

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

(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.

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

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

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

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

(4) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3), shall be paid not later than the last work-day before the date of commencement of the leave or, at the written request of the employee, not later than the first pay-day after the expiration of the leave.

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

(a) an employee referred to in subclause (1) (a) or (c), one fourth, and

(b) an employee referred to in 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 11 (4), an employee shall not be entitled to any payment by virtue of this subclause if—

(i) he leaves his employment without having given and served the period of notice prescribed in clause 11, 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 11, pays an employee in lieu of notice;

(b) any period in any leave cycle to not more than 15 weeks in the aggregate, during which an employee is absent—

(i) on leave in terms of this clause;

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

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

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

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

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

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;

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

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

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

(ii) die werknemer 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), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word of moet op 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 mag wees, 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 werknemer 'n eweredige bedrag kan aftrek ten opsigte van 'n tydperk van geleentheidsverlof wat hy met volle betaling aan 'n werknemer op sy skriftelike versoek verleen het: Voorts met dien verstande dat, behoudens klousule 11 (4), 'n werknemer ingevolge hierdie subklousule nie geregtig is nie op 'n betaling indien—

(i) hy sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 11 voorgeskryf word, tensy die werknemer van sodanige kennisgewing afgesien het of tensy die werknemer sy werknemer by diensbeëindiging of voor diensbeëindiging betaal het in plaas daarvan om kennis te gegee het;

(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 is 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 "dienstydkring" geag te omvat—

(a) enige tydperk ten opsigte waarvan 'n werknemer 'n werknemer ingevolge klousule 11 betaal in plaas van kennis te gee;

(b) enige tydperk in 'n verloftydkring tot altesaam hoogstens 15 weke wat 'n werknemer afwesig is—

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede in klousule 7 (4) (a) of (b) uiteengesit;

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

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

en word diens geag te begin in die geval van—

(i) 'n werknemer wat, voordat hierdie vasstelling bindend geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop hy laas kragtens daardie wet op verlof geregtig geword het;

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

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

7. SIEKTEVERLOF

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

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

(b) enige ander werknemer, altesaam minstens 36 werkdae;

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 any 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 rate of his wage at the commencement of the incapacity to the extent to which sick leave, accrued at such expiration or termination, had 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.

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

(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—

(aa) on leave in terms of clause 6;

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

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

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

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

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

(a) to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee, in the event of his incapacity in the circumstances set out in this clause, the payment to him of an amount 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.

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 met 'n werkweek van hoogstens vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(ii) wanneer 'n werknemer gedurende sodanige eerste tydkring van 36 maande 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 toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde tydkring of by die diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid teen die skaal van sy loon by die begin van die ongeskiktheid uitbetaal vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of diensbeëindiging toekom, nog nie geneem is nie;

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

(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 werkdade; of

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

van sy werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregiereerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, wanneer die 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 nie gebind is om gemelde bedrag ten opsigte van enige afwesigheid van werk aan die werknemer te betaal nie tensy hy so 'n sertifikaat voorlê.

(3) By die toepassing van hierdie klousule—

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

(i) enige tydperk van altesaam hoogstens 30 weke in enige tydkring van 36 maande 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 geregtig is om in een tydperk van 12 maande diens meer as vier maande van sodanige militêre diens as diens te eis nie;

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

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte soos omskryf in artikel 2 van die Ongevalwet, 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 werkgever bydraes wat minstens gelyk is aan dié van die werknemer, betaal aan 'n fonds of organisasie wat deur die werknemer aangewys is, welke fonds of organisasie aan die werknemer die betaling waarborg van, in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, die bedrag van minstens die loon betaalbaar ingevolge subklousule (1);

(b) ten opsigte van 'n tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan daar van 'n werkgever ingevolge enige ander wet vereis word dat hy aan die werknemer minstens sy volle loon betaal.

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

(c) Whenever an employee, other than a casual employee, works on a public holiday as defined and such day falls on a day which otherwise is not an ordinary work-day for the employee, 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 his wage rate in respect of the whole time worked by him on such day, and grant to him, within seven days of such day, one day's leave and pay to him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a work-day.

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

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

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

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

(c) an amount calculated at a rate of not less than one and 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 by him on that day of the week.

(3) *Compensation to a casual employee for work on a public holiday or a Sunday.*—Whenever a casual employee works on a public holiday as defined or on a Sunday, his employer shall pay him in respect of that day an amount calculated at a rate of not less than double his hourly wage for 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 employees normally work 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 on a Sunday and partly on any other day; or

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

8. OPENBARE VAKANSIEDAE EN SONDAE

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

(i) 'n bedrag bereken teen 'n skaal van minstens sy loon ten opsigte van die hele tydperk wat hy op daardie dag werk of 'n bedrag minstens gelyk aan die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk, en wel die grootste bedrag; of

(ii) 'n bedrag bereken teen 'n skaal van minstens een derde van sy loon ten opsigte van die hele tydperk wat hy op daardie dag werk, en hom binne sewe dae na sodanige dag een dag verlof verleen en hom ten opsigte van sodanige verlof 'n bedrag van minstens die loon betaal wat 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 vakansiedag, soos omskryf, werk en sodanige dag op 'n dag val wat andersins nie 'n gewone werkdag vir die werknemer is nie, moet sy werkgever 'n bedrag ten opsigte van daardie dag aan hom betaal van minstens die loon wat betaalbaar is aan hom ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk, plus—

(i) 'n bedrag bereken teen 'n skaal van minstens sy loon ten opsigte van die hele tydperk wat hy op sodanige dag werk of 'n bedrag gelyk aan ten minste die loon wat betaalbaar is aan hom ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk, en wel die grootste bedrag; of

(ii) 'n bedrag bereken teen 'n skaal van minstens een derde van sy loon ten opsigte van die hele tydperk wat hy op sodanige dag werk, en hom binne sewe dae na sodanige dag een dag verlof verleen en hom ten opsigte van sodanige verlof 'n bedrag van minstens die loon betaal wat 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 vakansiedag, soos omskryf, werk wat op 'n Sondag val, moet hy vir sodanige werk besoldig word op die basis in paragraaf (c) uiteengesit.

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

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

(b) indien hy aldus vir 'n tydperk van meer as vier uur werk, 'n bedrag betaal van minstens 'n bedrag bereken teen 'n skaal van dubbel sy loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of 'n bedrag gelyk aan minstens dubbel die loon betaalbaar aan hom ten opsigte van die tyd (uitgesonderd oortyd) wat hy normaalweg op 'n weekdag werk, en met die bedrag wat die grootste is; of

(c) teen 'n skaal van minstens een en 'n derde maal sy loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, en hom binne sewe dae na sodanige Sondag een dag verlof verleen en hom ten opsigte van sodanige verlof 'n bedrag van minstens die loon betaal wat 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 vakansiedag of Sondag.*—Wanneer 'n los werknemer op 'n openbare vakansiedag, soos omskryf, of 'n Sondag werk, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag betaal, bereken teen 'n skaal van minstens dubbel sy uurloon vir elke uur of 'n gedeelte van 'n uur wat hy op daardie dag gewerk het: Met dien verstande dat vir die toepassing van hierdie subklousule 'n los werknemer in 'n bedryfsinrigting waarin die werknemers gewoonlik werk op—

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

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

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

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

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

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.*—(a) Subclauses (1) (b), (c) and (d), (2), (4) and (5) shall not apply to a funeral assistant who is required by his employer to hold himself available on a Sunday or any of the public holiday as defined, for the sole purpose of effecting or assisting in the removal of corpses: Provided that—

(i) his employer pays him for the week in which such Sunday or public holiday falls not less than his weekly wage plus his daily wage in respect of each such day falling within that week, and

(ii) if such employee is required to effect or assist in the removal of a corpse on any day wholly or mainly outside what would be his daily hours of work if such Sunday or public holiday were an ordinary work day, his employer, shall pay him the relevant allowance as prescribed in clause 3 (6) for each such removal.

(b) Subclauses (1) (b) to (d), (2), (4) and (5) shall not apply to an employee referred to in clause 5 (7) (a).

9. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

(2) (a) An employer who requires his employee to wear a suit in the performance of his duties shall either—

(i) provide such suit free of charge, in which case it shall remain the property of the employer; or

(ii) pay his employee, in addition to any other remuneration due to the employee, an allowance of not less than—

(aa) 75c per day in the case of a casual employee; and

(ab) R4,50 per week in the case of any other employee;

in which case such employee shall at his own expense provide his own suit, which will remain his property.

(b) An employer shall maintain in good and clean condition, free of charge, any suit which he requires his employee to wear, irrespective of whether the suit is his property or that of the employee.

10. PROHIBITION OF EMPLOYMENT

An employer shall not—

(a) employ any person under the age of 15 years; or

(b) 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.

11. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

(b) after the first four weeks of employment, not less than one week's notice;

of termination of contract, which shall be in writing except when given by an employee who is unable to write or an employer or employee may terminate the contract without notice by paying the employee or paying the employer as the case may be, in lieu of such notice not less than, in the case of—

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

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

Provided that this shall not 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;

word die hele tydperk vir die doel van berekening van die vergoeding betaalbaar aan sodanige werknemer geag, gewerk te gewees het op die dag waarop die grootste gedeelte van daardie werkydperk val.

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

(6) *Voorbehoudsbepalings.*—(a) Subklousules (1) (b), (c) en (d), (2), (4) en (5) is nie van toepassing nie op 'n begrafnisassistent van wie sy werkgewer vereis dat hy hom op 'n Sondag of enige van die openbare vakansiedae, soos omskryf, beskikbaar moet hou vir die uitsluitlike doel om lyke te verwyder of te help om lyke te verwyder: Met dien verstande dat—

(i) sy werkgewer hom vir die week waarin sodanige Sondag of openbare vakansiedag val, minstens sy weekloon betaal plus sy dagloon ten opsigte van elke sodanige dag wat binne daardie week val, en

(ii) indien van so 'n werknemer vereis word om 'n lyk te verwyder of te help om 'n lyk te verwyder op enige sodanige dag uitsluitlik of hoofsaaklik buite wat sy daaglikse werke sou wees indien sodanige Sondag of openbare vakansiedag 'n gewone werkdag was, sy werkgewer hom die betrokke toelae moet betaal wat in klousule 3 (6) vir elke sodanige verwydering voorgeskryf is.

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

9. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgewer moet alle musse, uniforms, oorpakke, rubberstewels of ander beskermende kleren wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou, en alle sodanige musse, uniforms, oorpakke, rubberstewels of ander beskermende kleren bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige mus, uniform, oorpak of beskermende kleren te was en/of te stryk en in so 'n geval moet die werkgewer sodanige werknemer 'n toelae betaal van minstens R1,00 vir elke week ten opsigte waarvan daar van sodanige werknemer vereis word om die beskermende kleren te dra.

(2) (a) 'n Werkgewer wat van sy werknemer vereis om 'n pak te dra by die uitvoering van sy pligte moet of—

(i) sodanige pak kosteloos verskaf, in welke geval dit die eiendom van die werkgewer bly; of

(ii) sy werknemer, bo en behalwe enige ander besoldiging aan die werknemer verskuldig, 'n toelae betaal van minstens—

(aa) 75 sent per dag in die geval van 'n los werknemer; en

(ab) R4,50 per week in die geval van enige ander werknemer;

in welke geval sodanige werknemer sy eie pak op eie koste verskaf en dit bly sy eiendom.

(b) 'n Werkgewer moet enige pak wat hy van sy werknemer vereis om te dra, kosteloos in 'n goeie en sindelike toestand hou, ongeag die feit of die pak sy eiendom of dié van die werknemer is.

10. VERBOD OP INDIENSNEMING

'n Werkgewer mag nie—

(a) 'n persoon onder die ouderdom van 15 jaar in diens neem nie; of

(b) van 'n swanger werknemer vereis of haar toelaat om te werk gedurende die tydperk beginnende vier weke voor die verwagte datum van haar bevalling en eindigende agt weke na die datum van haar bevaling te werk nie.

11. BEÏNDIGING VAN DIENSKONTRAK

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

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

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

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

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

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

Met dien verstande dat dit nie die volgende sal beïnvloed nie:

(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 albei partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;

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

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

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

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

(a) the period of notice shall not run concurrently with, neither shall notice be given during an employee's absence on leave granted in terms of clause 6 or on sick leave granted in terms of clause 7 or owing to 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 an employee's absence on military service, except where an employee otherwise request 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.

12. 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 weekly wage of the employee on the date of such termination.

CERTIFICATE OF SERVICE

I,
carrying on trade in the Funeral Undertaking at
hereby certify that Identity number
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, general worker.

13. LOG-BOOK

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

DAILY LOG

Name of employer
Name of funeral assistant Grade
Date
Time of starting journey Odometer reading at start of journey km
Time of finishing work Odometer reading at end of journey km
Number of hours worked Total distance covered km
Meal intervals from to
Particulars of any accident or delay
Name(s) of employee(s) accompanying funeral assistant
Date

(Signature of funeral
assistant)

Date

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

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, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

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

(3) Die kennisgewing by subklausule (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 klausule 6 verleen of met siekteverlof ingevolge klausule 7 verleen of weens ongeskiktheid in die omstandighede in klausule 7 (4) (a) of (b) uiteengesit, waar sodanige afwesigheid altesaam hoogstens 15 weke in 'n tydperk van 12 agtereenvolgende maande diens by dieselfde werkgever 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 werkgever skriftelik daartoe instem.

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

12. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van drostery beëindig word of waar die werknemer 'n los werknemer is, moet die werkgever by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien, wesenlik in onderstaande vorm, waarin die volle name van die werkgever en die werknemer, die klas van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld word.

DIENSSERTIFIKAAT

Ek,
wat die Begrafnisonderneming 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, algemene werker.

13. LOGBOEK

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

DAAGLIKSE LOG

Naam van werkgever
Naam van begrafnisassistent Graad
Datum
Datum
Tyd waarop werk begin het Afstandsmeter-lesing aan begin van reis km
Tyd waarop werk gestaak is Afstandsmeter-lesing aan eind van reis km
Getal ure gewerk Totale afstand afgelê km
Etenspouses van tot
Besonderhede omtrent enige ongeluk of vertraging
Naam/Name van werknemer(s) wat begrafnisassistent vergesel
Datum

(Handtekening van begrafnisassistent)

Datum

(2) Every funeral assistant 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.

14. ATTENDANCE REGISTER

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

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

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

14. 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 inskryf, en indien sodanige werknemer nie kan skryf nie, moet sy werkgever vir elke dag wat hy gewerk het en op dié dag namens hom 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)

Entries to be made by employee														Remarks (if any)			
Year		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
Month	Date		Day of week	Off	On	Off	On	Off		On	On	Off	Each day				
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
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31																	

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

PRESENSIEREGISTER

(Naam van werknemer)															(Klas van werknemer)		
Inskrywings moet deur werknemer gemaak word															Opmerkings (as daar is)		
Jaar		Tyd waarop werk begin	Pouses waarin nie gewerk word nie						Tyd wat werk gestaak word	Oortyd gewerk		Totale getal ure		Hand-tekening	Deur werk-nemer	Deur werkgewer as werknemer afwesig is. Redes vir sy afwesigheid (moet deur werkgewer geteken word)	Deur inspekteur
Datum	Dag van week		Van	Aan	Van	Aan	Van	Aan		Van	Af	Elke dag	Elke week				
1																	
2																	
3																	
4																	
5																	
6																	
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31																	

Let Wel.—Onder hoofde "Van" en "Aan" in kolom "Pouses waarin nie gewerk word nie", voeg in tyd wanneer pouse begin en tyd wanneer werk hervat word. 'n Werknemer word geag by die werk te wees vir enige pouse in sy werk indien dit die werknemer nie vry is 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 of employee.....	Week ending..... 19.....				
Class of employee.....						
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 and other intervals which are not reckonable as ordinary hours of work; and
- the time of finishing word for the day.

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

(5) This clause shall not apply to an employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a).

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 391, published under Government Notice R. 892 of 2 May 1980, as amended by Government Notice R. 328 of 18 February 1983.)

(2) 'n Werkgewer kan in plaas van 'n presensieregister 'n halfoutomatiese tydregistreerder verskaf tesame met die nodige kaarte, wat sover doenlik onderstaande vorm moet hê, 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 dit gebruik moet word, aangedui word:

No.....	Naam van werknemer.....				
Klas van werknemer.....	Week eindigende..... 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 'n werknemer ten opsigte van elke dag wat hy gewerk het en wel op dié dag—

(a) met ink of inktlood die volgende in sodanige 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 ophoutyd van werk vir die dag;
- die tyd waarop oortyd 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 verskaf word, 'n inskrywing deur middel van sodanige registreerder doen op 'n kaart wat ingevolge subklousule (2) verskaf word en wat die volgende aandui:

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

(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 werkurebepalings uitgesluit word.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 391, gepubliseer by Goewermentskennisgewing R. 892 van 2 Mei 1980, soos gewysig by Goewermentskennisgewing R. 328 van 18 Februarie 1983.)

Use it.

Don't abuse it.



water is for everybody

Werk mooi daarmee.

Ons leef daarvan.



water is kosbaar

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