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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 2272

9 Oktober 1987

LOONWET, 1957

LOONVASSTELLING 449.—KLIPVERGRUISINGS- NYWERHEID, REPUBLIEK VAN SUID-AFRIKA

In opdrag van die Minister van Mannekrag, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Klipvergruisingsnywerheid, Republiek van Suid-Afrika, gemaak en die derde Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalinge van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

(1) Hierdie vasstelling is van toepassing op elke werkgewer, uitgesonderd 'n klein werkgewer soos in subklousule (3) omskryf, nadat hy altesaam 12 maande lank by die Klipvergruisingsnywerheid, soos in subklousule (2) omskryf, betrokke was, en op al sy werknemers, uitgesonderd bestuurders soos in subklousule (4) omskryf, in die Republiek van Suid-Afrika.

(2) "Klipvergruisingsnywerheid" of "Nywerheid" beteken die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir—

(a) die vergruising van klip;

(b) die uitgrawe of win van klip ter vergruising indien uitgevoer deur werkgewers wat by die vergruising van sodanige klip betrokke is; en dit omvat alle werksaamhede wat met enigeen van voorgenoemde bedrywighede in verband staan of daaruit voortspruit.

(3) "Klein werkgewer" beteken—

(a) 'n werkgewer wat op die datum van publikasie van hierdie kennisgewing een besigheid in slegs hierdie nywerheid bedryf en minder as 15 werknemers in of in verband met sodanige besigheid in diens het, vir solank as wat hy voortgaan om te alle tye minder as 15 werknemers aldus in diens te hê, en wie se gemiddelde maandelikse verkope van vervaardigde gruis of aggregaat nie—

(i) 3 500 m³ oorskry nie indien die klip wat vergruis is uitsluitlik deur uitgrawe of myn verkry is; of

(ii) 6 000 m³ oorskry nie indien die klip wat vergruis is op enige ander wyse deur hom bekom is; of

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 2272

9 October 1987

WAGE ACT, 1957

WAGE DETERMINATION 449.—STONECRUSHING INDUSTRY, REPUBLIC OF SOUTH AFRICA

By direction of the Minister of Manpower it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Stonecrushing Industry, Republic of South Africa, and has fixed the third Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

(1) This determination shall apply to every employer [other than a small employer, as defined in subclause (3)] one he has been engaged for 12 months in the aggregate in the Stonecrushing Industry, as defined in subclause (2), and to all his employees other than managers, as defined in subclause (4), in the Republic of South Africa.

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

(a) the crushing of stone;

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

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

(3) "Small employer" means—

(a) an employer who at the date of publication of this notice carries on one business, in this industry only, who employs less than 15 employees in or in connection with such business, for as long as he continues, at all times, to employ no more than 15 employees in this manner, and whose average monthly sales of manufactured aggregate do not exceed—

(i) 3 500 m³ if the crushed stone is obtained solely from quarrying or mining; or

(ii) 6 000 m³ if the crushed stone is obtained by him in any other manner; or

(b) 'n werkgewer wat na die datum van publikasie van hierdie kennisgewing tot die Nywerheid toetree, wat een besigheid in slegs hierdie nywerheid bedryf en te alle tye minder as 15 werknemers in of in verband met sodanige besigheid in diens het en wie se gemiddelde maandelikse verkope van vervaardigde gruis of aggremaat nie—

(i) 3 500 m³ oorskry nie indien die klip wat vergruis is uitsluitlik deur uitgrawe of myn verkry is; of

(ii) 6 000 m³ oorskry nie indien die klip wat vergruis is op enige ander wyse deur hom bekom is:

Met dien verstande dat vir die doeleindes van hierdie subklousule die uitdrukking "gemiddelde maandelikse verkope" op enige datum beteken die totale hoeveelheid vervaardigde gruis of aggremaat wat gedurende die voorafgaande 12 maande, uitgesonderd die maande Desember en Januarie, deur die werkgewer verkoop is, gedeel deur 12.

(4) "Bestuurder" beteken 'n werknemer wat deur sy werkgewer belas is met die algehele toetsing oor, verantwoordelikheid vir en bestuur van die werksaamhede van 'n bedryfsinrigting of gedeelte daarvan en die werknemers wat daarin werk, maar sluit nie 'n werknemer in dieselfde bedryfsinrigting in wat 'n bestuurder aflos of tydens sy afwesigheid namens hom optree nie.

2. WOORDOMSKRYWING

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

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

- (a) Bome of gewasse afkap, vernietig of verwyder;
- (b) briewe, boodskappe of goedere te voet of met 'n nie-krag-aangedrewe fiets of voertuig afhaal of aflewer;
- (c) dagha, beton, klip of bitumen met die hand meng of enige sodanige materiaal met 'n skopgraaf, hark, vork of kruitwaaier spreid;
- (d) deure, kiste, pakke, bale of sakke asook kleppe of kranes oop- of toemaak;
- (e) enige voertuig of trek stoot, trek, rem, koppel, ontkoppel of bedek, uitgesonderd met 'n meganiese toetsing;
- (f) geboue of ander strukture sloot;
- (g) goedere of materiaal met die hand oplaai, aflaai, toevoer, afneem, verskuif, dra of opstapel;
- (h) kampongs, latrines, buitegeboue of ander geboue of strukture afwilt of ontsmet;
- (i) klip, grond, klei, sand of ander soortgelyke materiaal losmaak, uithaal, breek, gelykmaak, sif of spreid of ander uitgraafwerk doen, uitgesonderd met 'n krag-aangedrewe of meganiese werktuig;
- (j) koekepanspore of ontspoorde koekepanne oplaai of terugsit;
- (k) met die hand boor;
- (l) 'n nie-krag-aangedrewe hystoetsing, pomp of windas met die hand bedien;
- (m) 'n rots- of klopboorwerker bystaan;
- (n) persele, installasie, masjinerie, implemente, gereedskap, gerei, voertuie of spoorwegtrekke skoonmaak;
- (o) rotse en puin verwyder of met 'n staaf laat afrol van die werkgebied;
- (p) sanitêre emmers verwyder, leegmaak, skoonmaak of terugsit of rioolpype of -punte oopmaak;
- (q) spore of nie-krag-aangedrewe masjinerie of voertuie olie of smeer;
- (r) tee of soortgelyke drank vir werknemers maak of aan hulle bedien of tee of ander verversings vir die werkgewer of sy gaste maak of aan hulle bedien of rantsone berei;
- (s) trokke vir laai- of stortaktiwiteite merk of rig;
- (t) tuinwerk;
- (u) verbande, oorpakke, uniforms, beskermende klere of ander artikels was;

(b) an employer who enters the Industry after the date of publication of this notice, who carries on one business, in this industry only, who at all times employs less than 15 employees in or in connection with such business, and whose average monthly sales of manufactured aggregate do not exceed—

(i) 3 500 m³ if the crushed stone is obtained solely from quarrying or mining; or

(ii) 6 000 m³ if the crushed stone is obtained by him in any other manner:

Provided that for the purposes of this subclause the expression "average monthly sales" shall mean, at any date, the total quantity of manufactured aggregate sold by the employer during the preceding 12 months, excluding the months of December and January, divided by 12.

(4) "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 part of an establishment, and the employees engaged therein, but does not include an employee of the same establishment who relieves or acts for a manager during his absence.

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 it has in that Act and for the purposes of this determination an employee shall be deemed to be in that class in which he is wholly or mainly engaged; and further, unless inconsistent with the context—

- (1) "artisan" (Group C employee) means an employee who has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who holds a certificate issued or deemed to have been issued to him by the Registrar of Manpower Training and conferring artisan status on him in terms of that Act, and all other employees engaged in work normally performed by an artisan except where specifically otherwise provided in this determination; (2)
- (2) "artisan's assistant" (Group H employee) means an employee who assists an artisan or a machine or building handyman by holding articles or tools or otherwise working with such employee without using the tools independently, and who is also engaged in any one or more of the following operations:
 - (a) Checking or topping up the fuel, oil or water in motor vehicles;
 - (b) removing, charging or replacing batteries of motor vehicles or topping up such batteries;
 - (c) removing, replacing, changing or repairing wheels, tubes or tyres of motor vehicles, front-end loaders or trailers, and pumping tubes or tyres; (3)
- (3) "assistant crusherman" (Group C employee) means an employee who, under the general supervision of a crusherman, performs any of the activities or duties of a crusherman, and who may act for him during his absence; (6)
- (4) "assistant first-aid orderly" (Group J employee) means an employee who assists a first-aid orderly in the performance of his duties and who may act for him during his absence and who holds a valid certificate of competency in first-aid issued by—
 - (a) the South African Red Cross Society;
 - (b) the St John Ambulance Association; or
 - (c) die Suid-Afrikaanse Noodhulpplig; (4)
- (5) "assistant foreman" (Group B employee) means an employee who, under the supervision of a foreman, performs any of the duties of a foreman, and who may act for the latter during his absence; (7)
- (6) "assistant quarryman" (Group C employee) means an employee who, under the general supervision of a quarryman, performs any of the activities or duties of a quarryman, and who may act for him during his absence; (5)
- (7) "blaster" (Group D employee) means an employee who carries out blasting operations and who is a "competent person" as contemplated in the Mines and Works Act, 1956; (64)

- (v) vore, gate of fondamente graaf of ander uitgraafwerk met handgereedskap doen;
- (w) vure maak, stook of uithaal, of vuilgoed of as verwyder; (30)
- (2) "ambagsman" (werknemer Groep C) 'n werknemer wat 'n kontrak van vakleerlingskap voltooi het of geag word te voltooi het in 'n ambag wat aangewys is of geag word aangewys te wees ingevolge die Wet op Mannekragopleiding, 1981, of wat die houer is van 'n sertifikaat aan hom uitgereik of geag word uitgereik te wees deur die Registrateur van Mannekragopleiding wat ambagsmanstatus aan hom verleen ingevolge daardie Wet en enige ander werknemer wat werk doen wat gewoonlik deur 'n ambagsman verrig word, behalwe waar spesifiek anders in hierdie vasstelling bepaal word; (1)
- (3) "ambagsman se assistent" (werknemer Groep H) 'n werknemer wat 'n ambagsman, masjien- of boufaktotum behulpsaam is deur artikels of gereedskap vas te hou of andersins met hom saam te werk sonder om die gereedskap selfstandig te gebruik en wat ook in een of meer van die volgende werksaamhede werksaam is:
- (a) Brandstof, olie of water in motorvoertuie nagaan of aanvul;
 - (b) motorvoertuigbatterye, uithaal, laai of terugsit of sodanige batterye byvul;
 - (c) wiele, binne- of buitebande van motorvoertuie, laaigrawe of sleepwaens afhaal, terugsit, omruil of herstel en buite- of binnebande oppomp; (2)
- (4) "assistent eerste hulppordonnans" (werknemer Groep J) 'n werknemer wat 'n eerste hulppordonnans by die uitvoering van sy pligte behulpsaam is, wat in laasgenoemde se afwesigheid namens hom kan waarneem en wat in besit is van 'n geldige bekwaamheidssertifikaat in eerste hulp wat uitgereik is deur—
- (a) die Suid-Afrikaanse Rooikruisvereniging;
 - (b) die St John Ambulance Association; of
 - (c) die Suid-Afrikaanse Noodhulppliga; (4)
- (5) "assistent-groefopsigter" (werknemer Groep C) 'n werknemer wat onder die algemene toesig van 'n groefopsigter enige van die werksaamhede of pligte van 'n groefopsigter verrig en gedurende sy afwesigheid namens hom mag waarneem; (6)
- (6) "assistent-vergruisbediener" (werknemer Groep C) 'n werknemer wat onder die algemene toesig van 'n vergruisbediener enige van die werksaamhede of pligte van 'n vergruisbediener verrig en gedurende sy afwesigheid namens hom mag waarneem; (3)
- (7) "assistent-voorman" (werknemer Groep B) 'n werknemer wat 'n voorman behulpsaam is en wat sodoende enige van die pligte van 'n voorman kan verrig en wat gedurende laasgenoemde se afwesigheid namens hom kan waarneem; (5)
- (8) "bediener van mobiele toerusting klas I" (werknemer Groep E) 'n werknemer wat 'n traskavateur, stootskraper, voorlaaier, skraperlaiier, of enige dergelike toerusting (uitgesonderd 'n graafmasjien of 'n trekker), stortkar, hyskraan, vorkhyser, padskraeper en 'n tenker wat uitsluitlik in 'n bedryfsinrigting gebruik word vir die vervoer, verskuiwing of laai van grond, sand, klip of goedere, met 'n bruto massa of bruto kombinasie-massa van meer as 15 000 kg bedien; (58)
- (9) "bediener van mobiele toerusting, klas II" (werknemer Groep F) 'n werknemer wat 'n traskavateur, stootskraper, voorlaaier, skraperlaiier, of enige dergelike toerusting (uitgesonderd 'n graafmasjien of 'n trekker), stortkar, hyskraan, vorkhyser, padskraeper en 'n tenker wat uitsluitlik in 'n bedryfsinrigting gebruik word vir die vervoer, verskuiwing of laai van grond, sand, klip of goedere, met 'n bruto kombinasie-massa van meer as 3 500 kg maar hoogstens 15 000 kg bedien; (59)
- (10) "bediener van mobiele toerusting, klas III" (werknemer Groep G) 'n werknemer wat 'n traskavateur, stootskraper, voorlaaier, skraperlaiier, of enige dergelike toerusting (uitgesonderd 'n graafmasjien of 'n trekker), stortkar, hyskraan, vorkhyser, padskraeper en 'n tenker wat uitsluitlik in 'n bedryfsinrigting gebruik word vir die vervoer, verskuiwing of laai van grond, sand, klip of goedere, met 'n bruto kombinasie-massa van hoogstens 3 500 kg bedien; (60)
- (11) "bediener van 'n boor, klas I" (werknemer Groep I) 'n werknemer, uitgesonderd 'n versorger of bediener van 'n kloppoor, wat 'n boortoring bedien; (19)
- (12) "bediener van 'n boor, klas II" (werknemer Groep J) 'n werknemer wat 'n kloppoor bedien of 'n bediener van 'n boor, klas I, behulpsaam is; (20)
- (8) "boiler attendant" (Group I employee) means an employee who, under general supervision, maintains the water level and steam pressure in a boiler, and who may make, maintain and draw the fire in such boiler; (36)
- (9) "building handyman" (Group F employee) means an employee other than an artisan who, under the supervision of a foreman or artisan, maintains or repairs dwellings, compounds or other buildings; (14)
- (10) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (43)
- (11) "chargehand" (Group I employee) means an employee who, under supervision, is in charge of employees in Groups J and K; (54)
- (12) "chauffeur" (Group G employee) means an employee other than a driver is engaged in driving a motor vehicle which is intended for the conveyance of his employer, clients or visitors, and which may be used for the conveyance of documents or parcels; (17)
- (13) "clerk" (Group E employee) means an employee who is engaged in writing, typing, filing or in any other form of clerical work, and includes a cashier and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee's work; (37)
- (14) "clerk, senior" (Group D employee) means an employee who is in charge of clerks within an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (61)
- (15) "compound manager" (Group B employee) means an employee who is in charge of a compound and who is responsible for the cleanliness of the compound and the discipline of the persons housed in the compound; (35)
- (16) "crusher" (Group A employee) means an employee who is in charge of the machinery used for the crushing or screening of stone, and who exercises control over the other employees employed on such machinery; (70)
- (17) "day" means the period of 24 hours from midnight to midnight: Provided that in the case of a security guard or a watchman it shall mean a period of 24 hours reckoned from the time such an employee commences work; (18)
- (18) "dolly" means a trailer on which a semi-trailer rests and which converts the latter into a trailer; (19)
- (19) "drill operator, Class I" (Group I employee) means an employee, other than an attendant or operator of a jackhammer, who operates a drilling rig unit; (11)
- (20) "drill operator, Class II" (Group J employee) means an employee who operates a jackhammer or assists Class I drill operators; (12)
- (21) "driver" (Group C, D, E, F, G or H employee) means an employee, other than a chauffeur, who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (20)
- (22) "emergency work" means—
- (a) any work which, owing to unforeseen circumstances such as fire, a storm, an accident, an epidemic, an act of violence, sabotage, industrial unrest, theft, a breakdown of plant, machinery or motor vehicles, or because the buildings are unfit for use or are in danger of becoming unfit for use, must be done without delay;
 - (b) any work in connection with the renovation or repair of plant, machinery or motor vehicles that cannot be performed during ordinary hours of work;
 - (c) any work in connection with the loading or unloading of—
 - (i) ships;
 - (ii) railway trucks or vehicles of the South African Transport Services;
 - (iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Transport Services; (53)
- (23) "excavator driver, Class I" (Group E employee) means an employee who is engaged in operating a power-driven excavator, dragline or mechanical shovel the grab or bucket capacity of which, according to the manufacturer's specifications, exceeds one cubic metre; (27)

(13) "bedryfsklerk" (werknemer Groep H) 'n werknemer wat onder algemene toesig een of meer van die volgende pligte uitvoer:

- (a) Aflewerings- of vragbriewe uitskryf;
- (b) bestellings volgens fakture of bestelvorms byeenbring vir versending;
- (c) kaarte stempel;
- (d) lyste maak van produksiesyfers;
- (e) permitte, dienssertifikate of tydkaarte uitreik of die indiensneming of ontslag van werknemers opteken;
- (f) tel, nagaan, massameet of opteken;
- (g) telefoniese bestellings van klante ontvang of fakture uitskryf;
- (h) toesig hou oor die versending van goedere;
- (i) tolk of vertaal van tale gebesig deur Swart werknemers;
- (j) tyd- of loonkaarte byhou, lisseer of sorteer; (87)

(14) "boufaktotum" (werknemer Groep F) 'n werknemer, uitgesonderd 'n ambagsman, wat onder toesig van 'n voorman of 'n ambagsman huise, kampongs of ander geboue in stand hou of herstel; (9)

(15) "bruto kombinasie-massa" met betrekking tot 'n motorvoertuig (gelede), die maksimum massa van enige kombinasie van voertuie, met inbegrip van die trekvoertuig, en vrag soos deur die vervaardiger daarvan gespesifiseer of, in die afwesigheid van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (32)

(16) "bruto voertuig-massa" met betrekking tot 'n motorvoertuig (nie-gelede), die maksimum massa van sodanige voertuig en sy vrag, soos deur die vervaardiger gespesifiseer in die afwesigheid van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (33)

(17) "chauffeur" (werknemer Groep G) 'n werknemer, uitgesonderd 'n drywer, wat 'n motorvoertuig dryf wat vir die vervoer van sy werkgewer, klante of besoekers bedoel is en waarmee ook dokumente of pakkette vervoer kan word; (12)

(18) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat, in die geval van 'n sekuriteitswag of 'n wag, dit beteken 'n tydperk van 24 uur gereken vanaf die tydstop waarop so 'n werknemer begin werk; (17)

(19) "drastel" 'n sleepwa waarop 'n leunwa rus en wat laasgenoemde in 'n sleepwa omskep; (18)

(20) "drywer" (werknemer Groep C, D, E, F, G of H) 'n werknemer, uitgesonderd 'n chauffeur, wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordomskeuring omvat die uitdrukking "'n motorvoertuig dryf" al die tyd wat hy dryf en al die tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf; (21)

(21) "eerstehulpordonnans" (werknemer Groep I) 'n werknemer wat in beheer is van 'n eerstehulpkamer of siekeboeg, wat in besit is van 'n geldige bekwaamheidsertifikaat in eerstehulp wat uitgereik is deur—

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

wat kleiner wonde of beserings verbind en wat aantekening kan hou van die name van werknemers wat behandel is of deur 'n mediese praktisyn behandel moet word, die aard van die beserings en die behandeling wat gegee is; (28)

(22) "ekstra swaar motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 16 000 kg maar hoogstens 25 000 kg is; (26)

(23) "ekstra swaar motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuig-massa meer as 16 000 kg maar hoogstens 25 000 kg is; (27)

(24) "gekwaliseerd" met betrekking tot 'n werknemer, dat die ondervinding van 'n werknemer in sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; omgekeerd beteken "ongekwaliseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (71)

(25) "gereedskapklerek" (werknemer Groep H) 'n werknemer wat gereedskap, toerusting of onderdele ontvang, nagaan, opberg of uitreik; (79)

(24) "excavator driver, Class II" (Goup F employee) means an employee who is engaged in operating a power-driven excavator, dragline or mechanical shovel the grab or bucket capacity of which, according to the manufacturer's specifications, does not exceed one cubic metre; (28)

(25) "experience" means, in relation to—

- (a) a clerk or an excavator driver, the total period or periods of employment which an employee has had as a clerk or an excavator driver, respectively, in any industry or trade or in the service of a local authority or the State;
- (b) all other classes of employees, the total period or periods of employment which an employee has had in his class in the Stonecrushing Industry; (55)

(26) "extra heavy motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 16 000 kg but does not exceed 25 000 kg; (22)

(27) "extra heavy motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 16 000 kg but does not exceed 25 000 kg; (23)

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

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

and who is engaged in dressing minor wounds or injuries and who may keep records of the names of employees treated or requiring treatment by a medical practitioner, the nature of the injuries and the treatment given; (21)

(29) "foreman" (Group A employee) means an employee who is in charge of the employees in an establishment or a department of an establishment who exercises control over such employees and who is responsible to a manager for the efficient performance by them of their duties; (71)

(30) "general worker" (Group K employee) means an employee who is engaged in any one or more of the following activities:

- (a) Assisting a rock-drill or jackhammer operator;
- (b) cleaning premises, plant, machinery, implements, tools, utensils, vehicles or railway trucks;
- (c) collecting or delivering letters, messages or goods on foot or by means of any non-power-driven cycle or vehicle;
- (d) cutting down, destroying or removing trees or vegetation;
- (e) demolishing buildings or other structures;
- (f) digging trenches, holes or foundations or performing other excavation work by means of hand tools;
- (g) drilling by hand;
- (h) gardening work;
- (i) lifting, loading, unloading, feeding onto, taking off, moving, carrying or stacking goods or material by hand;
- (j) lifting or replacing cocopan tracks or derailed cocopans;
- (k) lime-washing or disinfecting compounds; latrines, outbuildings or other buildings or structures;
- (l) loosening, taking out, breaking, levelling, sieving or spreading stone, sand, soil, clay or other similar material or performing other excavation work, other than by means of a power-driven or mechanically operated tool;
- (m) making, maintaining or drawing fires or removing refuse or ashes;
- (n) making or serving tea or similar beverages for employers or making or serving tea or refreshments for the employer or his guests or preparing rations;
- (o) mixing mortar, concrete, stone or bitumen by hand or spreading any such material with a shovel, rake, fork or barrow;
- (p) oiling or greasing rails or non-power-driven machinery or vehicles;
- (q) opening or closing doors, boxes, packages, bales, sacks or bags, as well as valves or cocks;
- (r) operating a non-power-driven crane, pump, hoist or winch by hand;

- (26) "gewone werkure" die werkure soos in klousule 5 (1) voorgeskryf of, indien volgens ooreenkoms tussen 'n werkgever en sy werknemer laasgenoemde korter ure werk, daardie korter ure; (64)
- (27) "graafmasjienbestuurder, Klas I" (werknemer Groep E) 'n werknemer wat 'n kragaangedrewe graafmasjien, sleepgraaf of meganiese skop bedien waarvan die gryper- of grypakhoudsvermoë volgens die vervaardiger se spesifikasies meer as een kubieke meter is; (23)
- (28) "graafmasjienbestuurder, Klas II" (werknemer Groep F) 'n werknemer wat 'n kragaangedrewe graafmasjien, sleepgraaf of meganiese skop bedien waarvan die gryper- of grypakhoudsvermoë volgens die vervaardiger se spesifikasies hoogstens een kubieke meter is; (24)
- (29) "groefopsigter" (werknemer Groep A) 'n werknemer wat die beheer het oor die werksaamhede, in 'n groef (met inbegrip van skietwerk, boorwerk, uitgraving en laaiwerk) en wat aan die hoof staan van die werknemers wat dié werksaamhede verrig; (72)
- (30) "indoena" (werknemer Groep H), 'n werknemer wat 'n kampongbestuurder help om die sindelikeid en dissipline in 'n kampong te handhaaf; (47)
- (31) "installasiëbediener" (werknemer Groep G) 'n werknemer wat verantwoordelik is by 'n deel van die masjinerie wat in die vergruising-, sif- of menginstallasies gebruik word; (69)
- (32) "installasiëkontroleur" (werknemer Groep D) 'n werknemer wat verantwoordelik is vir die kontrole oor 'n sandwin-, vergruising-, sif- of menginstallasies; (68)
- (33) "installasiëversorger" (werknemer Groep J) 'n werknemer wat kragaangedrewe installasie of masjinerie in 'n inrigting versorg of bedien insluitend pompe, kompressors, vergruisers, siwwe, vervoerbande, voorders, mengers, windasse, vermengers en glybane en wat die toevoer van materiaal van een punt na 'n ander in sodanige installasie of masjinerie reguleer of dophou vir onderbrekings of beskadiging en wat sodanige installasie of masjinerie aan die gang kan sit of stop, maar wat geen verstellings of herstelwerk daaraan mag doen nie; (67)
- (34) "instrukteur" (werknemer Groep D) 'n werknemer wat opleiding aan werknemers in Groep E, F, G, H, I, J of K verskaf; (48)
- (35) "kampongbestuurder" (werknemer Groep B) 'n werknemer wat aan die hoof staan van 'n kampong en verantwoordelik is vir die sindelikeid van die kampong en die dissipline van die persone wat in die kampong gehuisves word; (15)
- (36) "ketelbediener" (werknemer Groep I) 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook of uithaal; (8)
- (37) "klerk" (werknemer Groep E) 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en dit omvat ook 'n kassier en 'n telefoonskakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (13)
- (38) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens die wisselvalligheid van die weer, 'n handelslapte, 'n tekort aan spoorwaens of grondstowwe, 'n onklaarraking van installasie of masjinerie, 'n onderbreking in die elektriese kragtoevoer, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, oproer, nywerheidsonrus, sabotasie of enige ander onvoorsiene gebeurtenis waaroor die werkgever nie beheer het nie; (76)
- (39) "laboratoriumassistent" (werknemer Groep G) 'n werknemer wat onder toesig van 'n materiaaltoetsers monsters neem en voorberei asook roetine analises uitvoer, betongruis en verwante produkte toets; (49)
- (40) "leunwa" 'n sleepwa wat geen vooras het nie en so ontwerp of ingerig is om op 'n voorspanmotor te rus en deur hom getrek word; (75)
- (41) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa hoogstens 3 500 kg is; (51)
- (42) "loon" die bedrag geld wat ingevolge klousule 3(1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure: Met dien verstande dat as 'n werkgever '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; maar dit mag nie so uitgelê word dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op 'n grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; en "daaglikse loon" of "weekloon" het ooreenstemmende betekenisse; (84)
- (s) pushing, pulling, braking, coupling, uncoupling or sheeting any vehicle or truck, other than by means of a mechanical device;
- (t) removing, emptying, cleaning or replacing sanitary pails, or opening drain pipes or drainage points;
- (u) removing or barring down rocks and debris from the quarry face or floor;
- (v) spotting or directing trucks for loading or dumping operations;
- (w) washing bandages, overalls, uniforms, protective clothing or other articles; (1)
- (31) "greaser" (Group J employee) means an employee who, under supervision, oils or greases machinery or vehicles; (63)
- (32) "gross combination mass" in relation to a motor vehicle (articulated) means the maximum mass of any combination of vehicles, including that of the drawing motor vehicle and the load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority; (15)
- (33) "gross vehicle mass" in relation to a motor vehicle (rigid) means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registered authority; (16)
- (34) "Group A employee" means an employee who is engaged in any one or more of the following capacities, as defined:
- (a) Crusherman;
 - (b) foreman;
 - (c) quarryman; (76)
- (35) "Group B employee" means an employee who is engaged in any one or more of the following capacities, as defined:
- (a) Assistant foreman;
 - (b) compound manager; (77)
- (36) "Group C employee" means an employee who is engaged in any one or more of the following capacities, as defined:
- (a) Artisan;
 - (b) assistant crusherman;
 - (c) assistant quarryman;
 - (d) driver of an ultra heavy motor vehicle; (78)
- (37) "Group D employee" means an employee who is engaged in any one or more of the following capacities, as defined:
- (a) Blaster;
 - (b) clerk, senior;
 - (c) driver of an extra heavy motor vehicle (articulated);
 - (d) instructor;
 - (e) plant controller;
 - (f) section leader;
- (38) "Group E employee" means an employee who is engaged in any one or more of the following capacities, as defined:
- (a) Clerk;
 - (b) driver of an extra heavy motor vehicle (rigid);
 - (c) driver of a heavy motor vehicle (articulated);
 - (d) excavator driver; Class I;
 - (e) machine handyman;
 - (f) materials tester;
 - (g) mobile equipment operator, Class I;
 - (h) storeman; (80)
- (39) "Group F employee" means an employee who is engaged in any one or more of the following capacities, as defined:
- (a) Building handyman;
 - (b) driver of a heavy motor vehicle (rigid);
 - (c) driver of a medium motor vehicle (articulated);
 - (d) excavator driver, Class II;
 - (e) mobile equipment operator, Class II; (81)
- (40) "Group G employee" means an employee who is engaged in any one or more of the following capacities, as defined:
- (a) Chaffeur;

- (43) "los werknemer" 'n werknemer wat hoogstens drie dae per week by dieselfde werkgever in diens is; (10)
- (44) "magasynman" (werknemer Groep E) 'n werknemer wat beheer het oor voorrade, inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn, pakhuis of oop voorraadwerf te ontvang, op te berg, te verpak of uit te pak om goedere uit 'n magasyn, pakhuis of oop voorraadwerf aan die verbruiksafdeling in 'n bedryfsinrigting of vir versending te lewer; (77)
- (45) "masjienfaktotum" (werknemer Groep E) 'n werknemer wat onder toesig van 'n voorman of assistent-voorman of ambagsman herstelwerk of verstellings doen aan masjinerie, installasie of toerusting en wat onderdele of hele gedeeltes van masjinerie, installasie of toerusting kan verwyder en vervang, maar wat nie op 'n ander wyse werk mag doen deur 'n ambagsman op die gebied van diagnose, presisie-, verstel- of stelwerk aan masjinerie, installasie of toerusting gedoen word nie; (53)
- (46) "materiaaltoetser" (werknemer Groep E) 'n werknemer wat verantwoordelik is vir die neem van monsters en toets van betongruis en verwante produkte, wat kwaliteitsbeheer insluit en wat minstens vier jaar ondervinding of opleiding as laboratoriumassistent het; (54)
- (47) "medium motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (55)
- (48) "medium motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuig-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (56)
- (49) "militêre diens" 'n tydperk van diens of opleiding kragtens die Verdedigingswet, 1957 (Wet 44 van 1957); (57)
- (50) "motorvoertuig" 'n selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm³ wat gebruik word vir die vervoer van goedere, en dit omvat ook 'n voorspanmotor, trekker, 'n motorfiets, 'n outofiets, maar nie ook 'n mobiele hystoel of 'n graafmasjien nie; (61)
- (51) "motorvoertuig (gelede)" 'n kombinasie van voertuie bestaande uit 'n motorvoertuig en 'n leunwa of 'n sleepwa; (62)
- (52) "motorvoertuig (nie-gelede)" 'n motorvoertuig uitgesonderd 'n motorvoertuig (gelede); (63)
- (53) "noodwerk"—
- (a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, diefstal, 'n epidemie, 'n gewelddaad, nywerheidsnorus, 'n ongeluk, onklaarraking van installasie, masjinerie of motorvoertuie, sabotasie, 'n storm of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, sonder versuim gedoen moet word;
 - (b) enige werk in verband met die opknapping of herstel van installasie, masjinerie of motorvoertuie wat nie gedurende gewone werkure verrig kan word nie;
 - (c) enige werk in verband met die laai of aflaai van—
 - (i) skepe;
 - (ii) spoorwaens of voertuie van die Suid-Afrikaanse Vervoerdienste;
 - (iii) voertuie wat deur 'n vervoerkontraakteur gebruik word in die nakoming van sy kontrak as sodanige met die Suid-Afrikaanse Vervoerdienste; (22)
- (54) "onderbaas" (werknemer Groep I) 'n werknemer wat, onder toesig, aan die hoof staan van werknemers in Groepe J en K; (11)
- (55) "ondervinding" met betrekking tot—
- (a) 'n klerk of 'n graafmasjienbestuurder, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n klerk of 'n graafmasjienbestuurder in enige bedryf of nywerheid of in die diens van 'n plaaslike owerheid of die Staat werkzaam was;
 - (b) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Klipvergruingsnywerheid werkzaam was; (25)
- (56) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer in 'n week of op 'n dag werk, wat langer is as sy weeklikse of daaglikse gewone werkure, na gelang van die geval, maar dit omvat nie 'n tydperk waarin 'n werknemer op 'n Sondag of op 'n openbare vakansiedag, soos omskryf, werk nie; (65)
- (b) driver of a medium motor vehicle (rigid);
 - (c) laboratory assistant;
 - (d) mobile equipment operator, Class III;
 - (e) plant operator; (82)
- (41) "Group H employee" means an employee who is engaged in any one or more of the following capacities, as defined:
- (a) Artisan's assistant;
 - (b) driver of a light motor vehicle;
 - (c) induna;
 - (d) tool clerk;
 - (e) works clerk;
- (42) "Group I employee" means an employee who is engaged in any one or more of the following capacities, as defined:
- (a) Boiler attendant;
 - (b) chargehand;
 - (c) drill operator, Class I;
 - (d) first-aid orderly;
 - (e) security guard;
 - (f) stores issuer;
- (43) "Group J employee" means an employee who is engaged in any one or more of the following capacities, as defined:
- (a) Assistant first-aid orderly;
 - (b) drill operator, Class II;
 - (c) greaser;
 - (d) plant attendant;
 - (e) watchman; (85)
- (44) "Group K employee" means an employee who is employed as a general worker, as defined; (86)
- (45) "heavy motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceed 9 000 kg but does not exceed 16 000 kg; (66)
- (46) "heavy motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceed 9 000 kg but does not exceed 16 000 kg; (67)
- (47) "induna" (Group H employee) means an employee who assists a compound manager in maintaining cleanliness and discipline in a compound; (30)
- (48) "instructor" (Group D employee) means an employee who is engaged in training employees in Group E, F, G, H, I, J or K; (34)
- (49) "laboratory assistant" (Group G employee) means an employee who, under the supervision of a materials tester, is engaged in the taking and preparation of samples and the carrying out of routine analyses and the testing of aggregates and allied products; (39)
- (50) "law" includes the common law; (87)
- (51) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (41)
- (52) "local authority" means any municipal council, city council, divisional council, village management board or any similar institution or body contemplated in section 84 (1) (f) of the Provincial Government Act, 1961, or in any other Parliamentary legislation; (58)
- (53) "machine handyman" (Group E employee) means an employee who, under the supervision of a foreman, assistant foreman or artisan, is engaged in making repairs or adjustments to machinery, plant or equipment and who may remove and replace parts or whole portions of machinery, plant or equipment, but who may not otherwise do work performed by an artisan in the areas of diagnosis, precision work, adjustments or settings to machinery, plant or equipment; (45)
- (54) "materials tester" (Group E employee) means an employee who is responsible for the sampling and testing of aggregates and allied products, including quality control, and who has had at least four years experience or training as a laboratory assistant; (46)
- (55) "medium motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 3 500 kg but does not exceed 9 000 kg; (47)
- (56) "medium motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 3 500 kg but does not exceed 9 000 kg; (48)

- (57) "openbare vakansiedag" Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Hemelvaartdag, Republiekdag, Gelofte-dag en Kersdag; (70)
- (58) "plaaslike owerheid" 'n munisipale raad, stadsraad, afdelingsraad, dorpsbestuursraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Wet op Provinsiale Bestuur, 1961, of in enige ander parlementêre wetgewing; (52)
- (59) "seksie-leier" (werknemer Groep D) 'n werknemer wat direkte beheer het oor werknemers in Groepe E, F, G, H, I, J en K; (73)
- (60) "sekuriteitswag" (werknemer Groep I) 'n werknemer wat een of meer van die volgende werksaamhede verrig:
- (a) Goedere, voertuie of persone deursoek;
 - (b) oor wagte toesig hou of hulle beheer;
 - (c) die gang van persone of voertuie deur kontrolepunte of hekke kontroleer of daaroor verslag doen;
- en van wie ook vereis kan word om enige van of al die pligte wat voorgeskryf is vir 'n wag, uit te voer; (74)
- (61) "seniorklerk" (werknemer Groep D) 'n werknemer wat in beheer van klerke in 'n bedryfsinrigting is, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (14)
- (62) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie en wat ontwerp of ingerig is om deur 'n motorvoertuig getrek te word, en dit sluit 'n drastel in; (81)
- (63) "smeerder" (werknemer Groep J) 'n werknemer wat, onder toesig, masjinerie of voertuie olie of smeer; (31)
- (64) "springstofwerker" (werknemer Groep D) 'n werknemer wat skietwerk met springstowwe verrig en wat 'n "bevoegde persoon" is, soos in die Wet op Myne en Bedrywe 1956, bedoel; (7)
- (65) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (64)
- (66) "swaar motorvoertuie (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (45)
- (67) "swaar motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuig-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (46)
- (68) "trekker" 'n motorvoertuig ontwerp of ingerig hoofsaaklik om ander voertuie mee te trek en nie om 'n vrag daarop te dra nie; (80)
- (69) "ultra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuig-massa of die bruto kombinasie-massa 25 000 kg oorskry; (83)
- (70) "vergruiserbediener" (werknemer Groep A) 'n werknemer wat beheer het oor die masjinerie waarmee klip vergruis of gesif word en wat beheer uitoefen oor die ander werknemers wat met sodanige masjinerie werk;
- (71) "voorman" (werknemer Groep A) 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting, of 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is aan die bestuurder dat hulle hul pligte doeltreffend verrig; (29)
- (72) "voorraaduitreiker" (werknemer Groep I) 'n werknemer wat, onder toesig, voorraaditems by voorlegging van 'n skriftelike rekwisisie of rekordkaart uitreik; (78)
- (73) "voorspanmotor" 'n motorvoertuig ontwerp of ingerig om ander voertuie mee te trek om nie 'n ander vrag as dié wat in die vorm van 'n leunwa of ballas daarop rus, te dra nie; (82)
- (74) "wag" (werknemer Groep J) 'n werknemer, uitgesonderd 'n sekuriteitswag, wat een of meer van die volgende pligte uitvoer:
- (a) Persele, geboue, strukture of ander vaste of roerende eiendom bewaak, beskerm of patrolleer;
 - (b) honde hanteer of beheer in die uitvoering van een of meer van die pligte in (a) bedoel; (85)
- (75) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van sodanige werknemer gewoonlik val; (86)
- (76) "werknemer Groep A" 'n werknemer wat in een of meer van die volgende hoedanighede, soos omskryf, diens doen:
- (a) Groefopsigter;
 - (b) vergruiserbediener;
 - (c) voorman; (34)
- (77) "werknemer Groep B" 'n werknemer wat in een of meer van die volgende hoedanighede, soos omskryf, diens doen:
- (a) Assistent-voorman;
- (57) "military service" means any period of service or training in terms of the Defence Act, 1957 (Act 44 of 1957); (49)
- (58) "mobile equipment operator, Class I" (Group E employee) means an employee who operates a traxcavator, bulldozer, front-end loader, scraper-loader or any similar equipment (other than an excavator or a tractor), dumper, crane, forklift, grader or bowser that is used exclusively in an establishment for the transportation, moving or loading of soil, sand, stone or goods, with a gross mass or gross combination mass exceeding 15 000 kg; (8)
- (59) "mobile equipment operator, Class II" (Group F employee) means an employee who operates a traxcavator, bulldozer, front-end loader, scraper-loader or any similar equipment (other than an excavator or a tractor), dumper, crane, forklift, grader or bowser that is used exclusively in an establishment for the transportation, moving of soil, sand, stone or goods, with a gross mass or gross combination mass that is more than 3 500 kg but does not exceed 15 000 kg; (9)
- (60) "mobile equipment operator, Class III" (Group G employee) means an employee who operates a traxcavator, bulldozer, front-end loader, scraper-loader, or any similar equipment (other than an excavator or a tractor), dumper, crane, forklift, grader or bowser that is used exclusively in an establishment for the transportation, moving or loading of soil, sand, stone or goods, with a gross mass or gross combination mass not exceeding 3 500 kg; (10)
- (61) "motor vehicle" means a self-propelled vehicle with an engine capacity exceeding 100 cm³, used for conveying goods, and includes a truck-tractor, tractor, a motor cycle or a motorcycle but does not include a mobile hoist or an excavator; (50)
- (62) "motor vehicle (articulated)" means a combination of vehicles consisting of a motor vehicle and a semi-trailer or trailer; (51)
- (63) "motor vehicle (rigid)" means a motor vehicle other than a motor vehicle (articulated); (52)
- (64) "ordinary hours or work" means the hours of work as prescribed in clause 5 (1) or if by agreement the employer and his employee the latter works shorter hours, such shorter hours; (26)
- (65) "overtime" means that portion of any period worked by an employee in any week or on any day which is longer than his weekly or daily ordinary hours or work, as the case may be, but does not include any period during which an employee works for his employer on a Sunday or on a public holiday, as defined; (56)
- (66) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (65)
- (67) "plant attendant" (Group J employee) means an employee who attends to and operates power-driven machinery in an establishment, including pumps, compressors, crushers, screens, conveyors, feeders, mixers, winches, blenders and chutes, and is engaged in regulating the flow of material from one point to another on such plant or machinery or in watching such plant or machinery for interruptions or damage, and who may start and stop such plant or machinery, but who may not make any adjustments to or do any repairs on such plant or machinery; (33)
- (68) "plant controller" (Group D employee) means an employee responsible for the control of a sandwinning, crushing, screening or batching plant; (32)
- (69) "plant operator" (Group G employee) means an employee who is responsible for a section of the machinery used in the crushing, screening or batching plant; (31)
- (70) "public holiday" means New Year's Day (or the succeeding Monday whenever New Year's Day falls on a Sunday), Good Friday, Ascension Day, Republic Day, Day of the Vow or Christmas Day; (57)
- (71) "qualified" means in relation to an employee, that the experience of an employee in his class entitles him to the highest wage rate prescribed for that class, and, conversely, "unqualified" means that his experience in his class does not entitle him to such highest rate; (24)
- (72) "quarryman" (Group A employee) means an employee who is in charge of the operations in a quarry (including blasting, drilling, excavating and loading) and of the employees engaged in such operations; (29)

- (b) kampongbestuurder; (35)
- (78) "werknemer Groep C" 'n werknemer wat in een of meer van die volgende hoedanighede, soos omskryf, diens doen:
- Ambagsman;
 - assistent-groefopsigter;
 - assistent-vergruiserbediener;
 - drywer van 'n ultra swaar motorvoertuig; (36)
- (79) "werknemer Groep D" 'n werknemer wat in een of meer van die volgende hoedanighede, soos omskryf, diens doen:
- Drywer van 'n ekstra swaar motorvoertuig (gelede);
 - installasie-kontroleur;
 - instrukteur;
 - seksie-leier;
 - seniorklerk;
 - springstofwerker; (37)
- (80) "werknemer Groep E" 'n werknemer wat in een of meer van die volgende hoedanighede, soos omskryf, diens doen:
- Bediener van mobiele toerusting, Klas I;
 - drywer van 'n ekstra swaar motorvoertuig (nie-gelede);
 - drywer van 'n swaar motorvoertuig (gelede);
 - graafmasjienbestuurder, Klas I;
 - klerk;
 - magasynman;
 - masjienfaktotum;
 - materiaaltoetsers; (38)
- (81) "werknemer Groep F" 'n werknemer wat in een of meer van die volgende hoedanighede, soos omskryf, diens doen:
- Bediener van mobiele toerusting, Klas II;
 - boufaktotum;
 - drywer van 'n swaar motorvoertuig (nie-gelede);
 - drywer van 'n medium motorvoertuig (gelede);
 - graafmasjienbestuurder, Klas II; (39)
- (82) "werknemer Groep G" 'n werknemer wat in een of meer van die volgende hoedanighede, soos omskryf, diens doen:
- Bediener van mobiele toerusting, Klas III;
 - chauffeur;
 - drywer van 'n medium motorvoertuig (nie-gelede);
 - installasie-bediener;
 - laboratoriumassistent; (40)
- (83) "werknemer Groep H" 'n werknemer wat in een of meer van die volgende hoedanighede, soos omskryf, diens doen:
- Ambagsman se assistent;
 - bedryfsklerk;
 - drywer van 'n ligte motorvoertuig;
 - gereedskapklerk;
 - indoena; (41)
- (84) "werknemer Groep I" 'n werknemer wat in een of meer van die volgende hoedanighede, soos omskryf, diens doen:
- Bediener van 'n boor, Klas I;
 - eerstehulpordonnans;
 - ketelbediener;
 - onderbaas;
 - sekuriteitswag;
 - voorraaduitreiker; (42)
- (85) "werknemer Groep J" 'n werknemer wat in een of meer van die volgende hoedanighede, soos omskryf, diens doen:
- Assistent eerstehulpordonnans;
 - bediener van 'n boor, Klas II;
 - installasieversorger;
 - smeerder;
 - wag; (43)
- (86) "werknemer Groep K" 'n werknemer wat as 'n algemene werker, soos omskryf, in diens is; (44)
- (87) "wet" ook die gemene reg. (50)
- (73) "section leader" (Group D employee) means an employee who is directly in charge of employees in Groups E, F, G, H, I, J and K; (59)
- (74) "security guard" (Group I employee) means an employee who is engaged in one or more of the following duties:
- Searching goods, vehicles or persons;
 - supervising or controlling watchmen;
 - controlling or reporting on the movement of persons or vehicles through check-points or gates;
- and who may also be required to perform any or all of the duties of a watchman; (60)
- (75) "semi-trailer" means a trailer without a front axle and designed or adapted to rest on and be drawn by a truck-tractor; (40)
- (76) "short-time" means a temporary reduction in the number of ordinary hours of work owing to the vagaries of the weather, slackness of trade, a shortage of railway trucks or raw materials, a breakdown of plant or machinery or a breakdown in the supply of electric power or because the buildings are unfit for use or are in danger of becoming unfit for use, riots, industrial unrest, sabotage or any other unforeseeable event beyond the control of the employer; (38)
- (77) "storeman" (Group E employee) means an employee who is in charge of stocks, incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store, warehouse or open stockyard or delivering goods from a store, warehouse or open stockyard to the consuming departments of an establishment or for despatch; (44)
- (78) "stores issuer" (Group I employee) means an employer who, under supervision, is engaged in issuing items of stores against presentation of a written requisition or bin card; (72)
- (79) "tool clerk" (Group H employee) means an employee who is engaged in receiving, checking, storing or issuing tools, equipment or spare parts; (25)
- (80) "tractor" means a motor vehicle designed or adapted primarily to draw other vehicles and not to carry a load; (68)
- (81) "trailer" means a vehicle which is not self-propelled and which is designed or adapted to be drawn by a motor vehicle, and includes a dolly; (62)
- (82) "truck-tractor" means a motor vehicle designed or adapted to draw other vehicles and not to carry any load other than that imposed by a semi-trailer or ballast; (73)
- (83) "ultra heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 25 000 kg; (69)
- (84) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours or work: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount; but it may not be construed to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received had he not been employed on such a basis; and "ordinary wage" or "weekly wage" has a corresponding meaning; (42)
- (85) "watchman" (Group J employee) means an employee other than a security guard who is engaged in any one or more of the following duties:
- Guarding, protecting or patrolling premises, buildings, structures or other fixed or movable property;
 - handling or controlling dogs in the performance of any one or more of the duties referred to in (a); (74)
- (86) "week", in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls; (75)
- (87) "works clerk" (Group H employee) means an employee who, under general supervision, performs any one or more of the following duties:
- Assembling orders according to invoices or order forms for despatch;
 - counting, checking, mass-measuring or recording;
 - interpreting or translating languages spoken by Black employees;
 - issuing permits, certificates of service or time cards or registering the engagement or discharge of employees;
 - keeping, filing or sorting time of wage cards;
 - making lists of production figures;
 - making out delivery notes or consignment notes;
 - stamping tickets;
 - supervising the despatch of goods;
 - taking telephone orders from clients or making out invoices. (13)

3. BESOLDIGING

(1) *Minimum lone.*—(a) Die minimum lone wat 'n werkgewer aan sy werknemers moet betaal, is soos in paragrawe (b) en (c) bepaal: Met dien verstande dat—

- (i) geen werknemer se loon as gevolg van hierdie subklousule en die nuwe woordskrywings in klousule 2 verminder mag word nie;
- (ii) indien die werkgewer in die Nywerheid betrokke is vir 'n tydperk van langer as 12 maande maar minder as altesaam 24 maande, sodanige lone met hoogstens 10 persent verminder mag word totdat hy aldus vir 'n tydperk van altesaam 24 maande betrokke is, waarna die minimum lone soos in paragrawe (b) en (c) bepaal word, betaalbaar word en betaal moet word.

3. REMUNERATION

(1) *Minimum wages.*—(a) The minimum wages which an employer shall pay to his employees shall be as specified in paragraphs (b) and (c): Provided that—

- (i) no employee's wage may be reduced as a result of this subclause and the new definitions in clause 2;
- (ii) if the employer has been engaged in this Industry for a period of more than 12 months but less than 24 months in the aggregate, such wage may be reduced by not more than 10 per cent until he has been thus engaged for a period of 24 months in the aggregate, whereupon the minimum wages as specified in paragraphs (b) and (c) shall become payable and be paid.

(b) *Werknemers uitgesonderd los werknemers:*

	In die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Paarl, Pine-town, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstad, Somerset-Wes, Springs, Stellenbosch, Strand, Uitenhage, Vanderbijlpark, Vereeniging, Wellingtong, Westonaria, Wonderboom en Wynberg		In die landdrosdistrikte Bloemfontein, Camperdown, Kimberley, Klerksdorp, Odendaalsrus, Oos-Londen, Pietermaritzburg, Potchefstroom, Virginia, Welkom en Witbank		In die landdrosdistrikte Balfour, Bethlehem, Brits, Bronkhorst-spruit, Delmas, Ermelo, George, Harrismith, Heidelberg (Tvl.), Hoëveldrif, Kliprivier, Kroonstad, Malmesbury, Middelburg (Tvl.), Moorreesburg, New-castle, Parys, Pietersburg, Rustenburg en Worcester		In alle ander gebiede	
	Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word	Daarna
	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week
Werknemer Groep A	R 207,00	R 213,44	R 179,40	R 184,92	R 159,62	R 164,22	R 140,76	R 144,90
Werknemer Groep B	188,60	195,04	163,30	168,82	144,90	149,50	128,34	132,48
Werknemer Groep C	170,20	176,64	147,66	153,18	131,10	135,70	115,92	120,06
Werknemer Groep D	156,40	162,84	135,70	141,22	120,52	125,12	106,26	110,40
Werknemer Groep E—uitgesonderd 'n klerk	142,60	149,04	123,74	129,26	109,94	114,54	97,06	101,20
Klerk—								
gedurende die eerste jaar ondervinding	133,40	139,84	115,92	121,44	103,04	107,64	90,62	94,76
daarna	142,60	149,04	123,74	129,26	109,94	114,54	97,06	101,20
Werknemer Groep F	128,80	135,24	111,78	117,30	99,36	103,96	87,40	91,54
Werknemer Groep G	115,00	121,44	99,82	105,34	88,78	93,38	78,20	82,34
Werknemer Groep H	101,20	107,64	87,86	93,38	77,74	82,34	69,00	73,14
Werknemer Groep I*	87,40	93,84	75,90	81,42	67,16	71,76	59,34	63,48
Werknemer Groep J*	75,90	82,34	65,78	71,30	58,42	63,02	51,52	55,66
Werknemer Groep K	64,40	70,84	55,66	61,18	49,68	54,28	43,70	47,84

* Die loon wat hierin vir 'n indoena, sekuriteitswag of 'n wag voorgeskryf word, moet met 15 persent verhoog word waar sodanige werknemers meer as 48 uur in 'n week werk

(b) Employees other than casual employees:

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Paarl, Pine-town, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Somerset West, Springs, Stellenbosch, Strand, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Wellington, Westonaria, Wonderboom and Wynberg		In the Magisterial Districts of Bloemfontein, Camperdown, East London, Kimberley, Klerksdorp, Odendaalsrus, Pietermaritzburg, Potchefstroom, Virginia, Welkom and Witbank		In the Magisterial Districts of Balfour, Bethlehem, Brits, Bronkhorstspuit, Delmas, Ermelo, George, Harrismith, Heidelberg (Tvl), Highveld Ridge, Klip River, Kroonstad, Malmesbury, Middelburg (Tvl), Moorreesburg, Newcastle, Parys, Pietersburg, Rustenburg and Worcester		In all other areas	
	During the first 12 months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter	During the first 12 months after this determination becomes binding	Thereafter
	Per week	Per week	Per week	Per week	Per week	Per week	Per week	Per week
Group A employee.....	R 207,00	R 213,44	R 179,40	R 184,92	R 159,62	R 164,22	R 140,76	R 144,90
Group B employee.....	188,60	195,04	163,30	168,82	144,90	149,50	128,34	132,48
Group C employee.....	170,20	176,64	147,66	153,18	131,10	135,70	115,92	120,06
Group D employee.....	156,40	162,84	135,70	141,22	120,52	125,12	106,26	110,40
Group E employee—excluding a clerk.....	142,60	149,04	123,74	129,26	109,94	114,54	97,06	101,20
Clerk—								
during the first year of experience	133,40	139,84	115,92	121,44	103,04	107,64	90,62	94,76
thereafter	142,60	149,04	123,74	129,26	109,94	114,54	97,06	101,20
Group F employee	128,80	135,24	111,78	117,30	99,36	103,96	87,40	91,54
Group G employee.....	115,00	121,44	99,82	105,34	88,78	93,38	78,20	82,34
Group H employee.....	101,20	107,64	87,86	93,38	77,74	82,34	69,00	73,14
Group I employee*	87,40	93,84	75,90	81,42	67,16	71,76	59,34	63,48
Group J employee*	75,90	82,34	65,78	71,30	58,42	63,02	51,52	55,66
Group K employee.....	64,40	70,84	55,66	61,18	49,68	54,28	43,70	47,84

* The wage prescribed herein for an induna, a security guard or a watchman must be increased by 15 per cent where such employees work more than 48 hours in a week.

(c) *Los werknemers.*—Behoudens paragraaf (a), moet 'n werkgewer aan sy los werknemer vir elke dag of gedeelte van 'n dag diens, uitgesonderd diens op 'n openbare vakansiedag, soos omskryf, of op 'n Sondag, minstens die dagloon voorgeskryf vir 'n voltydse werknemer in dieselfde klas en gebied wat vir die werkgewer dieselfde klas werk verrig as dié wat van die los werknemer vereis word, plus 15 persent, betaal of nie minder nie as die werklike dagloon wat sodanige voltydse werknemer betaal word, welke bedrag ook al die hoogste is: Met dien verstande dat—

(i) vir die toepassing van hierdie paragraaf die uitdrukking "sodanige voltydse werknemer" die werknemer van die betrokke klas aan wie die werkgewer die laagste loon betaal, beteken;

(ii) waar die werkgewer van die los werknemer vereis om—

(aa) die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "dagloon" die dagloon vir 'n gekwalifiseerde werknemer van daardie klas, soos bereken ingevolge subklousule (4) (c), beteken;

(ab) vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon waarna in hierdie paragraaf verwys word, met hoogstens 50 persent ten opsigte van sodanige dag verminder kan word.

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

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

(a) 'n hoër loon as dié van sy eie klas soos by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer minstens die dagloon bereken teen die hoër tarief, betaal;

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as die van sy eie klas soos by subklousule (1) voorgeskryf word, word ten opsigte van daardie dag aan sodanige werknemer minstens die dagloon bereken op die kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het, betaal.

Met dien verstande dat—

(i) hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ondervinding berus;

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

4. *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy werkloon gedeel deur sy werklike gewone werkure, soos omskryf.

(b) Behoudens subklousule (1) (b) (ii), is die uurloon van 'n los werknemer die loon wat aan hom vir daardie dag betaalbaar is gedeel deur die getal gewone werkure deur hom op daardie dag gewerk.

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

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

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 6 (4) moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, tweeweekliks of maandeliks in kontant betaal word en met die toestemming van die werknemer per tjek gedurende sy gewone werkure, of binne 15 minute daarna op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseelde kovert 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) *Casual employees.*—Subject to paragraph (a), an employer shall pay a casual employee for each day or part of a day of employment, other than employment on a public holiday as defined or on a Sunday, not less than the daily wage prescribed for a full-time employee in the same class and area and who performs the same class of work for the employer as the casual employee is required to do, plus 15 per cent, or not less than the daily wage actually being paid to such full-time employee, whichever is the greater amount: Provided that—

(i) for the purposes of this paragraph the expression "such full-time employee" shall mean the employee or that class to whom the employer is paying the lowest wage;

(ii) where the employer requires a casual employee—

(aa) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "daily wage" shall mean the daily wage prescribed for a qualified employee of that class as calculated in terms of subclause (4) (c);

(ab) to work for a period of not more than four consecutive hours on any day, his wage as referred to in this paragraph 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 irrespective of whether he has in that week worked the maximum number of ordinary hours of work applicable to him or fewer hours.

(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 or another class for which—

(a) a wage higher than that of his own class is prescribed in subclause (1) shall pay to such employee in respect of that day not less than the daily wage calculated at the higher rate; 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 not less than the daily wage calculated at the notch on the rising scale immediately above the wage the employee was receiving for his ordinary work.

Provided that—

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

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

(4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by his actual number of ordinary hours of work, as defined.

(b) Subject to subclause (1) (b) (ii), the hourly wage of a casual employee shall be the wage payable to him for that day divided by the number of ordinary hours of work 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 he ordinarily works in a week.

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

4. PAYMENT OF REMUNERATION

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

(a) the employer's name;

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

- (c) die tydperk waarvoor die betaling geskied;
- (d) die getal gewone werkure wat die werknemer gedurende daardie tydperk gewerk het;
- (e) die getal ure wat die werknemer gedurende daardie tyd oortyd gewerk het;
- (f) die getal ure wat die werknemer op 'n Sondag of 'n Openbare vakansiedag, soos omskryf, gewerk het;
- (g) die werknemer se loon;
- (h) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (i) besonderhede van enige bedrag wat afgetrek is; en
- (j) die netto bedrag wat aan die werknemer betaal word;

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

- (i) die besonderhede hierbo voorgeskryf, in kodevorm op die koefert of houer of staat opgeteken kan word en dat sodanige kode volledig uiteengesit en verduidelik moet word in 'n bygaande kennisgewing of 'n kennisgewing wat opgeplak gehou moet word op 'n opvallende plek in die bedryfsinrigting wat toeganklik is vir alle werknemers wat by die saak betrokke is;
- (ii) met die skriftelik toestemming van 'n werknemer, die bedrag aan hom verskuldig, gestort kan word in sy bouvereniging- of bankrekening deur die werknemer wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;
- (iii) die inligting met betrekking tot paragrawe (d), (e) en (f) nie verstrekkend hoeft te word nie ten opsigte van 'n werknemer wat ingevolge klousule 5 (7) (a) van die werkure bepalings uitgesluit is.

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

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

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

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

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

- (a) Met die skriftelike toestemming van die werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, mediese hulp-, versekerings-, spaar-, voorsorg- of pensioenfonds of vir ledegeld van 'n vakvereniging;
- (b) behoudens andersluidende bepalings in hierdie vasstelling, telkens wanneer 'n werknemer om 'n ander rede as die toedoen 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 volgens wet of kragtens 'n bevel van 'n bevoegde hof moet of kan aftrek;
- (d) wanneer daar volgens wet van 'n werknemer vereis word of wanneer hy daartoe instem om huisvesting, etes of rantsoene, van sy werkgever aan te neem, 'n bedrag van hoogstens:

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

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

- (i) sodanige aftrekking hoogstens een derde van die werknemer se werkloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;

- (c) the period in respect of which payment is made;
- (d) the number of ordinary hours of work worked by the employee in that period;
- (e) the number of overtime hours worked by the employee in that period;
- (f) the number of hours worked by the employee on a Sunday or a public holiday, as defined;
- (g) the employee's wage;
- (h) details of any other remuneration arising out of the employee's employment;
- (i) details of any deductions made; and
- (j) the net amount paid to the employee;

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

- (i) the particulars prescribed above may be recorded on such envelope or container or in such statement in code, which shall be fully set out and explained in an accompanying notice or in a notice kept posted in some conspicuous place in the establishment, accessible to all employees affected thereby;
- (ii) at the employee's written request the amount due to him may be paid into his building society or bank account by his employer, who shall hand to him the relevant receipt together with the aforementioned statement;
- (iii) the information relating to paragraphs (d), (e) and (f) need not be furnished in respect of an employee who is excluded from the hours of work provisions in terms of clause 5 (7) (a).

(2) *Casual employees.*—An employer shall pay a casual employee the remuneration due to him 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 or rations.*—Subject to the provisions of any other law, an employer shall not require his employee to accept accommodation, meals or rations from any other person or at any place nominated by him.

(6) *Deductions.*—An employer shall not levy any fines against his employee or make any deductions from his employee's remuneration, other than the following:

- (a) With the written consent of the employee, a deduction for any holiday, sick, medical, insurance, savings, provident or pension fund, or in respect of subscriptions to a trade union;
- (b) except where otherwise provided in this determination, whenever an employee is absent from work, other than at the instance 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 this ordinary hours of work at the time of such absence;
- (c) a deduction of any amount which an employer law or order of any competent court is required or permitted to make;
- (d) whenever an employee is required by law or agrees to accept to accept accommodation, meals or rations from his employer, a deduction not exceeding the following amounts:

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

- (e) whenever the ordinary hours of work are reduced because of short-time, a deduction not exceeding the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided that—

- (i) such deduction shall not exceed one third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;

- (ii) geen aftrekking ten opsigte van korttyd wat deur 'n handelslapse of 'n tekort aan grondstowwe ontstaan, geskied nie tensy die werkgewer sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
- (iii) geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens gure weer of 'n onklaarraking van die installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;
- (f) met die skriftelik toestemming van 'n werknemer, enige bedrag wat 'n werkgewer betaal het of onderneem het om te betaal aan—
 - (i) enige bankinstelling, bouvereniging, versekeringsonderneming, geregistreerde finansiële instelling, plaaslike owerheid of die Staat ten opsigte van 'n lening aan sodanige werknemer toegestaan om 'n woning te bekom;
 - (ii) enige organisasie of liggaam ten opsigte van die huur van 'n woning of akkomodasie in 'n hostel deur sodanige werknemer geokkupeer as sodanige woning of hostel voorsien is deur bemiddeling van sodanige organisasie of liggaam geheel of gedeeltelik uit fondse voorgesket vir daardie doel deur die Staat of 'n liggaam bedoel in subparagraaf (i);
- (g) met die skriftelik toestemming van 'n werknemer, 'n aftrekking, in een of meer paalement, van enige bedrag wat die werkgewer aan hom geleen of voorgesket het: Met die verstande dat sodanige aftrekking hoogstens een derde van die totale besoldigings wat op die betrokke betaaldag aan die werknemer verskuldig is en met dien verstande voorts dat geen sodanige aftrekking gemaak mag word vir enige tydperk waartydens die werknemer se loon ingevolge paragraaf (c) verminder is nie.

5. GEWONE WERKURE, OORTYD- EN BETALING VIR OORTYDWERK

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

- (a) 'n *los werknemer* in 'n bedryfsinrigting waarin die werknemers gewoonlik werk op—
 - (i) nie meer as vyf dae per week nie, nege en 'n kwart op enige dag;
 - (ii) meer as vyf dae per week, agt en 'n half op enige dag;
- (b) 'n *indoena, sekuriteitswag of 'n wag*—
 - (i) 60 per week van Maandag tot en met Saterdag; en
 - (ii) behoudens subparagraaf (i), in die geval van 'n werknemer wat normaalweg op—
 - (aa) nie meer as vyf dae per week werk nie, 12 op enige dag;
 - (ab) meer as vyf dae per week werk, 10 op enige dag;
- (c) *enige ander werknemer*—
 - (i) 46 per week vanaf Maandag tot en met Saterdag; en
 - (ii) behoudens subparagraaf (i), in die geval van 'n werknemer wat normaalweg op—
 - (aa) nie meer as vyf dae per week werk nie, nege en 'n kwart op 'n dag;
 - (ab) meer as vyf dae per week werk, agt op enige dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op engeen van die ander dae tot agt en 'n half verleng kan word.

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

- (a) 'n werkgewer met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in so 'n geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Mannekrag, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkomst, kan die pouse aldus verkort word;
- (b) werkydperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoudbepaling (a) tot (e) van toepassing is, geag word aaneenlopend te wees;

(ii) no deduction shall be made in the case of short-time arising from a slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work-day of his intention to reduce the ordinary hours of work;

(iii) no deduction shall be made in the case of short-time owing to the vagaries of the weather or a breakdown of plant or machinery or because the buildings are unfit for use or are in danger of becoming unfit for use in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

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

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

(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 accommodation is provided through the instrumentality of such organisation or body wholly or partly from funds advanced for that purpose by the State or a body referred to in subparagraph (i);

(g) with the written consent of the employee, a deduction, in one or more instalments, of any amount loaned or advanced to him by the employer: Provided that such deduction shall not exceed one third of the total remuneration due to the employee on the pay-day concerned: Provided further that no such deduction shall be made in respect of any period during which the employee's wage is reduced in terms of paragraph (e).

5. ORDINARY HOURS OF WORK, 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) an *induna, a security guard or a watchman*—

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

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

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

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

(c) *any other employee*—

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

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

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

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

(2) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour, during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

(a) 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;

(b) periods of work interrupted by intervals of less than one hour, except where provisos (a) to (c) apply, shall be deemed to be continuous;

- (c) as sodanige pouse langer as een uur duur, uitgesonderd waar voorbehoudensbepaling (g) van toepassing is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;
- (d) slegs een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;
- (e) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op 'n dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word;
- (f) 'n drywer wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;
- (g) sodanige pouse nie aan 'n ketelbediener toegestaan hoef te word nie gedurende sy gewone werkure of enige skof nie indien aan hom gedurende sodanige ure geleentheid verskaf word om 'n ete te nuttig terwyl hy op sy pos bly, tensy dit deur enige bepalings van enige wet verbied word.

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

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

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

- (a) 'n los werknemer, drie uur op enige dag;
- (b) 'n indoeana, sekuriteitswag of 'n wag, 12 uur in enige week;
- (c) enige ander klas werknemer—
 - (i) wat gewoonlik nie op Saterdag werk nie, drie uur op enige werkdag, vyf uur op enige Saterdag en tien uur in enige week;
 - (ii) wat gewoonlik op Saterdag werk, drie uur op enige dag en tien uur in enige week;

Met dien verstande dat die beperkings in paragraaf (c) genoem nie van toepassing is nie op 'n drywer of 'n werknemer wat hulp verleen op of die motorvoertuig vergesel, wanneer dit oor 'n afstand van meer as 480 km in een rigting vanaf die vertrekpunt na die bestemming gedryf word; en met dien verstande verder dat die gewone werkure van sodanige voertuigpersoneel tesame met enige oortyd wat gewerk is, in so 'n geval nie 14 uur ten opsigte van enige sodanige werknemer op enige dag oorskry nie.

(6) *Betaling vir oortydwerk.*—(a) 'n Werkgewer moet 'n werknemer, uitgesonderd 'n los werknemer, wat oortyd werk, betaal teen 'n skaal van minstens—

- (i) een en 'n derde maal sy uurloon ten opsigte van die totale tydperk aldus deur sodanige werknemer gewerk en wat nie 10 uur in enige week oorskry nie;
- (ii) een en 'n half maal sy uurloon ten opsigte van die ure wat 10 uur per week oorskry,

aldus deur sodanige werknemer gewerk.

(b) 'n Werkgewer moet 'n los werknemer wat oortyd werk, betaal teen 'n skaal van minstens een en 'n derde maal sy uurloon ten opsigte van die totale tydperk op enige dag gewerk.

(7) *Voorbehoudensbepalings.*—(a) Hierdie klousule is nie van toepassing nie op—

- (i) 'n kampongbestuurder;
- (ii) enige ander klas werknemer wat gereeld 'n loon ontvang van minstens—

(aa) R1 550 per maand in die volgende gebiede:

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

- (c) if such interval is longer than one hour, except where proviso (g) applies, any period in excess of one and a quarter hours shall be deemed to be time worked;
- (d) 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;
- (e) when on any day by reason of overtime worked an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;
- (f) a driver who during such interval does not work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this subclause not to have worked during such interval;
- (g) such interval need not be granted to a boiler attendant during his ordinary hours of work on any shift if he is given the opportunity during such hours of having a meal while at his post, unless this is prohibited in terms of any law.

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

(4) *Hours of work to be consecutive.*—Save as provided in 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 other than in accordance with an agreement concluded with the employee, and provided that the ordinary hours of work are not exceeded by, in the case of—

- (a) a casual employee, three hours on any day;
- (b) an induna, a security guard or a watchman, 12 hours in any week;
- (c) any other class of employee—
 - (i) who does not ordinarily work on Saturdays, three hours on any work-day, five hours on any Saturday and 10 hours in any week;
 - (ii) who ordinarily works on Saturdays, three hours on any day and 10 hours in any week;

Provided that the limitations contained in paragraph (c) shall not apply to a driver or an employee providing assistance on or accompanying the motor vehicle when it is driven over a distance of more than 480 km in one direction from the point of departure to the destination: Provided further that, in that event, the ordinary hours of work of such vehicle staff together with any overtime worked shall not exceed 14 hours in respect of any such employee on any day.

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

- (i) one and a third times his hourly wage in respect of the total period, not exceeding 10 hours in any week, so worked by such employee;
- (ii) one and a half times his hourly wage in respect of the hours in excess of 10 hours in any week so worked by such employee.

(b) An employer shall pay a casual employee who works overtime at a rate of not less than one and a third times his hourly wage in respect of the total period so worked on any day.

(7) *Savings.*—(a) This clause shall not apply to—

- (i) a compound manager;
- (ii) any other class of employee who receives a regular wage of not less than—

(aa) R1 550 per month in the following areas:

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

Kaapprovinsie.—Die landdrostrikte Bellville. Die Kaap, Goodwood, Kuilsrivier, Oos-Londen, Paarl, Port Elizabeth, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Wellington en Wynberg en die munisipale gebied van Kimberley;

Natal.—Die landdrostrikte Chatsworth, Durban, Inanda, Pietermaritzburg en Pinetown;

Oranje-Vrystaat.—Die munisipale gebiede van Bloemfontein, Odendaalsrus, Sasolburg, Virginia en Welkom;

(ab) R1 430 per maand in die volgende gebiede:

Transvaal.—Die landdrostrikte Delmas, Hoëveldrif en Witrivier en die munisipale gebiede van Brits, Ermelo, Lichtenburg, Middelburg, Nelspruit, Pietersburg, Potgietersrus, Rustenburg en Tzaneen;

Kaapprovinsie.—Die landdrostrikte George, Knysna, Malmesbury, Moorreesburg, Mosselbaai, Oudtshoorn, Vredenburg en Worcester, en die munisipale gebiede van Grahamstad, King William's Town, Queenstown, Upington en Vryburg;

Natal.—Die landdrostrikte Camperdown, Dannhauser, Dundee, Eshowe, Estcourt, Glencoe, Kliprivier, Lionsrivier, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Port Shepstone, Umzinto en Vryheid;

Oranje-Vrystaat.—Die munisipale gebiede van Bethlehem, Harrismith en Kroonstad;

(ac) R1 320 per maand in 'n gebied wat nie in paragrawe (aa) en (ab) hiervan ingesluit is nie.

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

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

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

6. JAARLIKSE VERLOF

(1) (a) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by die werkgewer verlof verleen, en die werknemer moet die verlof neem, soos volg:

(i) In die geval van 'n indoeana, 'n sekuriteitswag of 'n wag wie se gewone werkure 48 in 'n week oorskry wat gewoonlik op—

(aa) nie meer as vyf dae per week werk nie, 20 agtereenvolgende werkdae;

(ab) meer as vyf dae per week werk, 24 agtereenvolgende werkdae;

(ii) in die geval van 'n indoeana, 'n sekuriteitswag of 'n wag wie se gewone werkure nie 48 in 'n week oorskry nie, wat gewoonlik op—

(aa) nie meer as vyf dae per week werk nie, 15 agtereenvolgende werkdae;

(ab) meer as vyf dae per week werk, 18 agtereenvolgende werkdae.

(iii) in die geval van enige ander werknemer wat gewoonlik op—

(aa) nie meer as vyf dae per week werk nie, 15 agtereenvolgende werkdae;

(ab) meer as vyf dae per week werk, 18 agtereenvolgende werkdae.

(b) Die werkgewer moet die werknemer ten opsigte van sodanige verlof betaal, in die geval van 'n werknemer in paragraaf (a) (i) bedoel, 'n bedrag van minstens vier maal en, in die geval van 'n werknemer in paragraaf (a) (ii) of (iii) bedoel, 'n bedrag van minstens drie maal die weekloon wat die werknemer onmiddellik voor die aanvangsdatum van die verlof ontvang het:

Met dien verstande dat 'n werknemer wat voordat subklousule (1) in werking getree het, geregtig geword het op 'n langer tydperk jaarlikse verlof as wat daarin voorgeskryf word, die reg op sodanige verlof behou terwyl hy by dieselfde werkgewer in diens was.

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

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

Orange Free State.—The municipal areas of Bloemfontein, Odendaalsrus, Sasolburg, Virginia and Welkom;

(ab) R1 430 per month in the following areas:

Transvaal.—The Magisterial Districts of Delmas, Highveld Ridge and White River, and the municipal areas of Brits, Ermelo, Lichtenburg, Middelburg, Nelspruit, Pietersburg, Potgietersrus, Rustenburg and Tzaneen;

Cape Province.—The Magisterial Districts of George, Knysna, Malmesbury, Moorreesburg, Mossel Bay, Oudtshoorn, Vredenburg and Worcester, and the municipal areas of Grahamstown, King William's Town, Queenstown, Upington and Vryburg;

Natal.—The Magisterial Districts of Camperdown, Dannhauser, Dundee, Eshowe, Estcourt, Glencoe, Klip River, Lions River, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Port Shepstone, Umzinto and Vryheid;

Orange Free State.—The municipal areas of Bethlehem, Harrismith and Kroonstad;

(ac) R1 320 per month in any area not included in paragraphs (aa) and (ab).

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

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

(d) Subclauses (2) and (3) shall not apply to a security guard or a watchman: Provided that if such employee is allowed a meal interval, the time taken up by such interval shall, for the purposes of subclause (1), be regarded as time worked by him.

6. ANNUAL LEAVE

(1) (a) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, and the employee shall take, in respect of each completed period of 12 months of employment with the employer, leave as follows:

(i) In the case of an induna, a security guard or a watchman whose ordinary hours of work exceed 48 in a week and who normally works on—

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

(ab) more than five days in a week, 24 consecutive work-days;

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

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

(ab) more than five days in a week, 18 consecutive work-days;

(iii) in the case of any other employee who normally works on—

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

(ab) more than five days in a week, 18 consecutive work-days.

(b) The employer shall pay the employee in respect of such leave, in the case of an employee referred to in paragraph (a) (i), an amount of not less than four times and, in the case of an employee referred to in paragraph (a) (ii) or (iii), an amount of not less than three times the weekly wage the employee was receiving immediately prior to the date on which the leave commenced:

Provided that an employee who before subclause (1) became binding had become entitled to a longer period of annual leave than is prescribed therein, shall retain the right to such leave while employed by the same employer.

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

- (a) as sodanige verlof nie eerder toegestaan is nie, dit, behoudens subklousule (3), so toegestaan en geneem moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet toestaan en die werknemer die verlof moet neem met ingang van 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maande;
- (b) die tydperk van verlof nie mag saamval nie met enige tydperk—
 - (i) wat 'n werknemer afwesig is met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), en wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop;
 - (ii) waartydens die werknemer onder kennisgewing van diensbeëindiging ingevolge klousule 12 is; of
 - (iii) waarin 'n werknemer vir militêre diens afwesig is;
- (c) 'n werkgever al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is, gedurende die tydperk van diens waarop die jaarlikse verlof betrekking het, van sodanige verloftydperk kan aftrek.
- (3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgever toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens oploop: Met dien verstande dat—

- (i) sodanige werknemer so 'n versoek rig binne vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en
- (ii) die werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.
- (b) Subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

(4) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (3) en met subklousule (8), moet nie later nie as op die laaste werkdag voor die aanvangsdatum van die verlof of, op die skriftelike versoek van die werknemer, nie later nie as op die eerste betaaldag na verstryking van die verlof, betaal word.

(5) Aan 'n werknemer wie se diens gedurende enige diensteryn van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van so 'n termyn opgeloopt het en geneem is moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig is, vir elke voltooide maand van sodanige diensteryn 'n bedrag betaal word van minstens, in die geval van 'n werknemer in—

- (a) subklousule (1) (a) (ii) of (iii) bedoel, een kwart, en
- (b) subklousule (1) (a) (i) bedoel, een derde

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever ten opsigte van al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is, 'n eweredige bedrag kan aftrek: Met dien verstande voorts dat 'n werknemer op geen besoldiging uit hoofde van hierdie subklousule geregtig is nie indien hy sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy—

- (i) die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgever betaal het in plaas daarvan om aldus kennis te gee; of
- (ii) hy versuim het om sodanige kennis te gee of gedurende die tydperk te werk, hy binne sy wetlike regte gehandel het.
- (6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof toegestaan en geneem is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan en deur hom geneem is.

(7) By die toepassing van hierdie klousule—

- (a) is die weekloon op enige datum van 'n werknemer wat op stukwerk in diens is, sy gemiddelde weeklikse besoldiging vir die voorafgaande 13 weke, of indien 'n korter tydperk gewerk is, vir die getal voltooide weke wat aldus gewerk is;

(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 have agreed thereto in writing before the expiry of the said period of four months, the employer shall grant such leave to the employee and the employee shall take such leave as from a date not later than two months after the expiry of the said period of four months;
- (b) the period of leave shall not be concurrent with any period—
 - (i) for which an employee is absent on sick leave in terms of clause 7 or 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) during which the employee is under notice of termination of employment in terms of clause 12; or
 - (iii) during which the employee is absent while doing military service;
- (c) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of employment to which the annual leave relates.
- (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 expiry of the first period of 12 months of employment to which the leave relates, and
- (ii) the date of receipt of such request is endorsed on the request over his signature by the employer, who shall retain the request at least until after the expiry of the period of leave.
- (b) Subclause (2) shall *mutatis mutandis* apply to the leave referred to in this subclause.

(4) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3) and with subclause (8), shall be paid not later than the last work-day before the date of commencement of the leave or, at the written request of the employee, not later than the first pay-day after the expiry of the leave.

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

- (a) subclause (1) (a) (ii) or (iii), one fourth, and
- (b) subclause (1) (a) (i), 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 the employee's written request: Provided further that an employee shall not be entitled to any payment by virtue of this subclause if he leaves his employment without having given notice and served the period of notice prescribed in clause 12, unless—

- (i) the employer has waived such notice or the employee has paid the employer in lieu of notice; or
- (ii) in failing to give and serve such notice he was acting within his legal rights.
- (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—

- (a) the weekly wage at any date of an employee who is engaged on piecework is his average weekly remuneration for the preceding 13 weeks or, if a lesser period has been worked, for the number of completed weeks so worked;

- (b) word die uitdrukkings "diens" en "dienstermyn" geag te omvat—
- (i) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer betaal of 'n werknemer 'n werkgewer betaal in plaas van kennis te gee ingevolge klousule 12;
- (ii) enige tydperk van altesaam hoogstens 15 weke in enige tydperk van 12 maande wat 'n werknemer afwesig is—
- (aa) met verlof ingevolge hierdie klousule;
- (ab) met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b);
- (ac) met die toedoen van sy werkgewer; en
- (iii) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie daarop geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid as diens te eis nie;

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

- (aa) 'n werknemer wat, voordat hierdie vasstelling van krag geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop hy laas kragtens daardie wet op verlof geregtig geword het;
- (ab) 'n werknemer wat, voordat hierdie vasstelling van krag geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (ac) enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum waarop hierdie vasstelling van krag geword het, en wel op die jongste van die twee datums.

(8) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgewer vir die doel van jaarlikse verlof te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting van 21 agtereenvolgende dae sluit, of 'n aktiwiteit vir 21 agtereenvolgende dae staak en in daardie geval moet hy sy werknemer kragtens subklousule (1) of paragraaf (c) hiervan na gelang van die geval, besoldig.

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

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

7. SIEKTEVERLOF

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

- (a) 'n werknemer wat normaalweg hoogstens vyf dae per week werk minstens 30 werkdag; en
- (b) enige ander werknemer, minstens 36 werkdag,

gedurende elke tydkring van 36 agtereenvolgende maande diens by hom, en moet hy die werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

- (i) 'n werknemer gedurende die eerste tydkring van 36 agtereenvolgende maande diens nie op meer siekteverlof met volle besoldiging geregtig is nie as, in die geval van 'n werknemer wat nie op meer as vyf dae per week werk nie, een werkdag ten opsigte van elke voltooië tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooië maand diens;

(b) the expressions 'employment' and 'period of employment' shall be deemed to include—

- (i) any period in respect of which an employer pays an employee or an employee pays an employer in lieu of notice in terms of clause 12;
- (ii) any period amounting in the aggregate in any period of 12 months to not more than 15 weeks, during which an employee is absent—
- (aa) on leave in terms of this clause;
- (ab) on sick leave in terms of clause 7 or as a result of incapacity in the circumstances set out in clause 7 (4) (a) or (b);
- (ac) at the instance of his employer; and
- (iii) any period during which an employee is absent from work while performing 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 absence;

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

- (aa) an employee who, before these amendments became binding, had become entitled to a period of annual leave in terms of any law, on the day on which he last became entitled to leave under that law;
- (ab) an employee who was in employment before these amendments 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;
- (ac) 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 more recent.

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

(b) Whenever a public holiday as defined falls on a day which would otherwise have been a work-day for an employee and such public holiday falls within the closed or suspension period referred to in paragraph (a), another work-day shall be added to the said closed or suspension period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added.

(c) An employee who, at the date on which an establishment or activity in which he is employed is closed or suspended, is not entitled to the full period of annual leave prescribed in subclause (1) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (5), and for the purpose of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment or suspension of the activity.

7. SICK LEAVE

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

- (a) an employee who normally works on not more than five days per week, not less than 30 work-days; and
- (b) any other employee, not less than 36 work-days,

sick leave during each cycle of 36 consecutive months of employment within him, and shall pay the employee in respect of any period of absence in terms of this subclause not less than the wage he would 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) wanneer 'n werknemer gedurende sodanige eerste tydkring 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 besoldiging vir slegs dié siekteverlof wat hom dan toekom, maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde dienstrydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal in die mate wat opgehoopde siekteverlof by die verstryking of diensbeëindiging, nie geneem is nie, teen die werknemer se loontarief by die aanvang van die ongeskiktheid;
- (iii) wanneer 'n werkgever ingevolge enige wet gelde vir mediese of hospitaalbehandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;
- (iv) die loon wat aan 'n werknemer wat op stukwerk of kommissiewerk in diens is, vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule betaal moet word, bereken moet word op die grondslag van minstens sy gemiddelde besoldiging vir die 13 weke wat die aanvang van sy siekteverlof voorafgaan of indien 'n korter tydperk gewerk is, vir die aantal voltooide weke wat gewerk is.
- (2) 'n 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 die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede besoldiging ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom mag vereis om so 'n sertifikaat ten opsigte van enige afwesigheid van werk voor te lê.
- (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) met die toedoen van sy werkgever;
- (ac) met siekteverlof ingevolge subklousule (1) of weens ongeskiktheid weens 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 enige tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid as diens te eis nie;
- (iii) enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum waarop hierdie vasstelling van krag geword het en alle siekteverlof wat met volle besoldiging aan so 'n werknemer gedurende sodanige tydperk toegestaan is, word geag ingevolge hierdie vasstelling toegestaan te gewees het;
- (b) beteken "ongeskiktheid", onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeval of vergoedingspligtige siekte soos omskryf in artikel 2 van die Ongevallewet, 1941 (Wet 30 van 1941), as ongeskiktheid beskou word slegs gedurende enige tydperk ten opsigte waarvan geen betaling vir arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie.
- (4) Voorbehoudsbepalings.—Hierdie klousule is nie van toepassing nie—
- (a) op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié van die werknemer, betaal aan 'n fonds of organisasie wat deur die werknemer aangewys is, welke fonds of organisasie in die geval van ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, aan die werknemer die betaling waarborg van 'n bedrag wat nie minder is nie as die loon betaalbaar ingevolge subklousule (1);

- (ii) where, in such first cycle of employment with the same employer, an employee is absent as a result of 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 expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave accrued at such expiry or termination, had not been taken, at the rate of the employee's wage at the commencement of the incapacity;
- (iii) where an employer is required by any law to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;
- (iv) payment for any period of absence on sick leave in terms of this clause to an employee who is employed on piece-work or commission work shall be at the rate of the employee's average remuneration for the 13 weeks preceding the commencement of the sick leave or, if a lesser period has been worked, for the number of completed weeks so worked.
- (2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work—
- (a) for more than two consecutive work-days; or
- (b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a public holiday, as defined,

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

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

- (a) "employment" shall be deemed to include—
- (i) any period amounting in the aggregate, in any cycle or 36 months, to not more than 30 weeks during which an employee is absent—
- (aa) on leave in terms of clause 6;
- (ab) at the instance 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 absence; and
- (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 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 the employee, in the event of his incapacity in the circumstances set out in this clause, the payment to him of an amount not less than the wage payable in terms of subclause (1);

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

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 vir hom andersins 'n gewone werkdag is, moet sy werkgewer hom ten opsigte van daardie dag 'n bedrag betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk.

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

- (i) 'n bedrag bereken teen minstens sy loonskaal ten opsigte van die volle tyd wat hy op daardie dag werk of 'n bedrag minstens gelyk aan die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk, watter bedrag ook al die grootste is; of
- (ii) 'n bedrag bereken teen 'n skaal van minstens een derde van sy loonskaal ten opsigte van die volle tyd wat hy op daardie dag werk en aan hom, binne sewe dae na daardie dag, een dag verlof toestaan en ten opsigte van sodanige verlof 'n bedrag aan hom betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 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, behalwe 'n Sondag, val wat nie vir hom andersins 'n gewone werkdag is nie, moet die werkgewer hom ten opsigte van daardie dag 'n bedrag betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk, plus—

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

(d) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare vakansiedag, soos omskryf, werk en dié dag op 'n Sondag val, moet hy vir sodanige werk vergoed word op die basis in subklousule (2) uiteengesit.

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

- (a) indien hy hoogstens vier uur gewerk het, 'n bedrag betaal wat nie minder is nie as die loon betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n weekdag werk; of
- (b) indien hy langer as vier uur gewerk het, 'n bedrag betaal wat nie minder is nie as of 'n bedrag teen 'n skaal van dubbel sy loon ten opsigte van die volle tyd wat hy op daardie Sondag werk, of 'n bedrag gelyk aan minstens dubbel die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n weekdag werk, watter bedrag ook al die grootste is; of
- (c) 'n bedrag betaal bereken teen 'n skaal van minstens een en een derde maal sy loon ten opsigte van die volle tyd wat hy op daardie Sondag werk en aan hom, binne sewe dae na daardie Sondag, een dag verlof toestaan en ten opsigte van sodanige verlof hom 'n bedrag betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) wat hy gewoonlik op daardie dag van die week werk.

(3) *Vergoeding aan 'n los werknemer vir werk op 'n openbare vakansiedag of 'n Sondag.*—Wanneer 'n los werknemer op 'n openbare vakansiedag, soos omskryf, of 'n Sondag werk moet sy werkgewer hom ten opsigte van daardie dag 'n bedrag betaal, bereken teen 'n koers van minstens

- (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 his full wage.

8. PUBLIC HOLIDAYS AND SUNDAYS

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

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

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

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

(d) Whenever an employee, other than a casual employee, works on a public holiday as defined and such day falls on a Sunday, he shall be remunerated for such work on the basis set out in subclause (2).

(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 that 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

dubbel sy uurloon vir die volle tyd wat hy op daardie dag gewerk het: Met dien verstande dat vir die doeleindes 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 Sondag.*—Wanneer 'n werknemer vir 'n tydperk werk wat—

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

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

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

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

9. STUKWERK

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

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

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

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

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

10. VERBOD OP INDIENSNEMING

'n Werkgever mag nie—

- (1) iemand onder die ouderdom van 15 jaar in diens neem nie;
- (2) van 'n swanger werknemer vereis of haar toelaat om te werk gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die bevallingsdatum eindig nie.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgever moet enige uniform, oorpak, rubberstewels, pet of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en enige sodanige artikel bly die eiendom van die werkgever: Met dien verstande dat 'n werkgever van 'n werknemer kan vereis om sodanige artikel te was of te was en stryk in die werknemer se eie tyd, in welke geval die werkgever sodanige werknemer 'n toelae moet betaal van minstens R1,00 per week vir elke week ten opsigte waarvan daar van die werknemer vereis word om die artikel te dra.

an amount calculated at a rate of not less than double his hourly wage in respect of the whole time 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 a Sunday and partly on any other day; or
- (b) partly on a public holiday as defined and partly on a Sunday;

the whole period shall for the purposes of calculating the compensation payable to such employee be deemed to have been worked on the day on which the major portion of that work period falls.

(5) *Remuneration.*—The 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 succeeding the day in respect of which such remuneration is payable. A casual employee shall be remunerated as set out in clause 4 (2).

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

9. PIECE-WORK

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

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

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in subclause (1) or he may in lieu thereof supply the employee with a letter signed by himself, or on his behalf, setting out the said rates.

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

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

10. PROHIBITION OF EMPLOYMENT

An employer shall not—

- (1) employ any person under the age of 15 years;
- (2) require or permit any pregnant employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

12. BEËINDIGING VAN DIENSKONTRAK

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

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

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

- (i) een werkdag kennisgewing, minstens die dagloon; en
- (ii) een week kennisgewing, minstens die weekloon,

wat die werknemer ten tyde van sodanige beëindiging ontvang: Met dien verstande dat—

- (aa) die reg van die werkgever of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;
- (ab) 'n skriftelike ooreenkoms tussen die werkgever en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;
- (ac) die werking van 'n verbeuring of boete wat volgens wet van toepassing is op 'n werknemer wat dros, nie hierdeur geraak word nie:

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

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

(3) Die kennisgewing by subklousule (1) voorgeskryf, moet op 'n werkdag geskied: Met dien verstande dat die kennisgewingstermyn nie mag saamval nie met, en betaling in plaas van kennisgewing nie gemaak mag word nie ten opsigte van 'n tydperk wat saamval met 'n werknemer se afwesigheid—

- (a) met verlof ingevolge klousule 6 of siekteverlof ooreenkomstig klousule 7 (of afwesigheid weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), waar sodanige afwesigheid altesaam hoogstens 15 weke in enige tydperk van 12 agtereenvolgende maande diens by dieselfde werkgever behoort; en
- (b) vir militêre diens, behalwe waar die werknemer anders versoek en die werkgever skriftelik daartoe instem.

(4) Tensy 'n werkgever van die kennisgewing wat in subklousule (1) voorgeskryf is, afgesien het of 'n werknemer verlaat sy diens sonder om kennis te gee en uit te dien of sonder om sy werkgever te betaal in plaas van kennis te gee en deur sodanige optrede hy binne sy wetlike regte gehandel het, mag 'n werkgever uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie vasstelling skuld, hom 'n bedrag toeëien van hoogstens dié wat die werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer die werkgever hom aldus 'n bedrag toeëien het in plaas van kennisgewing, geag word dat die werknemer die werkgever in dié mate betaal het in plaas van kennis te gee.

13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer dros of waar die werknemer 'n los werknemer is, moet die werkgever by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik onderstaande vorm het en waarin die volle name van die werkgever en die werknemer, die klas van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die loon van die werknemer op die datum van sodanige beëindiging vermeld word:

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

notice of termination of the 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; and
- (ii) one week's notice, the weekly wage,

the employee is receiving at the time of such termination: Provided that this shall not affect—

- (aa) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ab) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and longer than that prescribed in this clause;
- (ac) the operation of any forfeiture or penalty which by law is 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 the proviso (ab) to subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

(3) The notice prescribed in subclause (1) shall be given on any work-day: Provided that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence—

- (a) 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 month's employment with the same employer; and
- (b) on military service, except where an employee otherwise requests and his employer agrees thereto in writing.

(4) Unless an employer has waived the notice prescribed in subclause (1) and an employee leaves his employment without having given notice and served such notice or without having paid an employer in lieu of notice and in so doing the employee was acting within his legal rights, the employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provision of this determination, an amount of not more than that which 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 be deemed to have paid the employer to that extent in lieu of notice.

13. CERTIFICATE OF SERVICE

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

DIENSSERTIFIKAAT

Ek,,
 wat die Klipvergruingsnywerheid beoefen te,
 verklaar hierby dat,
 Identiteitsnommer, in my diens was
 vanaf die dag van 19,
 tot die dag van 19,
 as *,
 By diensbeëindiging was hierdie werknemer se
 loon R.
 Handtekening van werkgewer of gemagtigde
 verteenwoordiger
 Datum

* Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. Groep A, Groep J, Groep K.

14. LOGBOEK

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

DAAGLIKSE LOG

Naam van werkgewer
 Naam van drywer
 Datum Registrasienommer van voertuig
 Tyd waarop werk begin word
 Tyd waarop werk beëindig word
 Aantal ure gewerk
 Etenspouse van tot
 Besonderhede van 'n ongeluk of vertraging
 Naam(Name) van werknemer(s) wat drywer vergesel
 Handtekening van drywer
 Datum

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

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

15. PRESENSIEREGISTER

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

CERTIFICATE OF SERVICE

I,,
 carrying on trade in the Stonecrushing Industry at,
 hereby certify that, Identity No.
 was employed by me from the day of 19,
 to the day of 19,
 as *,
 At the termination of employment this employee's wage was R.
 Signature of employer or authorised
 representative

* State class in which employee was wholly or mainly engaged, e.g. Group A, Group J, Group K.

14. LOG-BOOK

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

DAILY LOG

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

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

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

15. ATTENDANCE REGISTER

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

PRESENSIEREGISTER

(Naam van werknemer)										(Klas van werknemer)									
Datum en dag van week		Inskrywings moet deur werknemer gemaak word										Opmerkings (as daar is)							
Jaar.....	Maand.....	Tyd waarop werk begin word	Pouses van diens af						Tyd waarop werk beëindig word	Oortyd gewerk		Totale getal ure gewerk		Hand-tekening	Deur werk-nemer	Deur werkgewer as werknemer afwesig is; rede daarvoor (moet deur werkgewer onderteken word)	Deur inspek-teur		
Datum	Dag van week		Af	Aan	Af	Aan	Af	Aan		Aan	Af	Elke dag	Elke week						
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			
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27																			
28																			
29																			
30																			
31																			

Nota.—Onder opskrif "Aan" en "Af" in kolom "Pouses van diens af", voeg in tyd wanneer pouse begin en tyd wanneer werk hervat word. 'n Werknemer word geag by die werk te wees vir enige pouse in sy werk indien dit die werknemer nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.

ATTENDANCE REGISTER

(Name of employee)										(Class of employee)									
Date and day of week		Entries to be made by employee												Remarks (if any)					
Year.....	Month.....	Time of commencing work	Intervals off work						Time of finishing work	Overtime worked		Total number of hours		Signature	By employee	By employer, if employee was absent; reasons for his absence (to be signed by employer)	By inspector		
Date	Day of week		Off	On	Off	On	Off	On		On	Off	Each day	Each week						
1																			
2																			
3																			
4																			
5																			
6																			
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Note.—Under heading "Off" and "On" in column referring to "Intervals off work" insert time when interval commences and time when work is resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

(2) 'n Werkgewer kan in plaas van 'n presensieregister, 'n halfoutomatiese tydregistreerder met die nodige kaarte wat sover doenlik onderstaande vorm moet hê, beskikbaar stel en elkeen van sy werknemers van so 'n kaart met die naam en nommer van die werknemer asook die datum van die einde van die week waarvoor die kaart gebruik moet word, voorsien;

No. Naam en klas van werknemer

Week geëindig.....19.....

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

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

(a) in ink of inkooplood in sodanige bywoningsregister bedoel in subklousule (1) aanteken:

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

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

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

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

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

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

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 417, gepubliseer by Goewermentskennisgewing R. 1817 van 4 September 1981, soos gewysig by Goewermentskennisgewing R. 674 van 5 April 1984.)

(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 and number of the employee and the date of the end of the week in respect of which it is to be used:

No. Name and class of employee

Week ended.....19.....

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

(3) Unless prevented from doing so by unavoidable cause, 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 meals or other intervals which are not reckonable as ordinary hours of work;
- the time of finishing work for the day;
- the time of commencement and termination of overtime worked for the day;
- the total number of hours worked for the day; and
- his signature;

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

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

(4) An employer shall retain 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); and
- a driver and an employee accompanying such driver.

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 417, published under Government Notice R. 1817 of 4 September 1981, as amended by Government Notice R. 674 of 5 April 1984.)

Help om ons land, Suid-Afrika, skoon te hou!
Please keep our country, South Africa, clean!

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1987 tot 30 September 1988 word Afrikaans EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

—oOo—

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1987 to 30 September 1988, Afrikaans is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Acts of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

INHOUD			CONTENTS		
No.	Bladsy No.	Staats- koerant No.	No.	Page No.	Gazette No.
GOEWERMENTSKENNISGEWING			GOVERNMENT NOTICE		
Mannekrag, Departement van			Manpower, Department of		
<i>Goewermentskennisgewing</i>			<i>Government Notice</i>		
R. 2272 Loonwet (5/1957): Loonvastelling 449: Klipvergruisingsnywerheid, Republiek van Suid-Afrika	1	10971	R. 2272 Wage Act (5/1957): Wage Determination 449: Stonecrushing Industry, Republic of South Africa	1	10971