

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Selling price • Verkoopprys
(GST excluded/AVB uitgesluit)

Local **50c** Plaaslik
Other countries **70c** Buitelands
Post free • Posvry

**Regulation Gazette
Regulasiekoerant**

No. 4340

Registered at the Post Office
as a Newspaper
As 'n Nuusblad by die
Poskantoor geregistreer

Vol. 286

PRETORIA, 14 APRIL 1989

No. 11821

DEPARTMENT OF MANPOWER

No. R. 708

14 April 1989

WAGE ACT, 1957

WAGE DETERMINATION 460.—SECURITY SERVICES, CERTAIN AREAS

By direction of the Minister of Manpower it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Security Services, Certain Areas 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 in the areas specified in subclause (2) apply to every employer in the Security Services as defined in subclause (3), and to all his employees in that Trade: Provided that it shall not apply to—

- (a) an employer while he is a new employer as defined in subclause (4);
- (b) a small employer as defined in subclause (6); or
- (c) a manager as defined in subclause (7).

(2) Areas.

Cape Province.—The Magisterial Districts of Bellville, East London, George, Goodwood, Kimberley, King William's Town, Knysna, Kuils River, Mossel Bay, Oudtshoorn, Paarl, Port Elizabeth, Queenstown, Simon's Town, Somerset West, Stellenbosch, Strand, The Cape, Uitenhage and Wynberg;

Natal.—The Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Klip River, Lower Tugela, Lower Umfolozi, Newcastle, Pietermaritzburg, Pinetown, Port Shepstone and Umzinto;

Orange Free State.—The Magisterial Districts of Bethlehem, Bloemfontein, Hennenman, Odendaalsrus, Sasolburg, Virginia and Welkom;

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Highveld Ridge, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Middelburg, Nelspruit, Nigel, Oberholzer, Pietersburg, Potchefstroom, Potgietersrus, Pretoria, Randburg, Randfontein, Rodepoort, Rustenburg, Springs, Vanderbijlpark, Vereeniging, Westonaria, Witbank and Wonderboom.

DEPARTEMENT VAN MANNEKRAG

No. R. 708

14 April 1989

LOONWET, 1957

LOONVASSTELLING 460.—SEKURITEITS- DIENSTE, SEKERE GEBIEDE

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

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

(1) Hierdie vasstelling is van toepassing in die gebiede in subklousule (2) vermeld op elke werkgever in Sekuriteitsdienste, soos in subklousule (3) omskryf, en op al sy werknemers in daardie Bedryf: Met dien verstande dat dit nie van toepassing is nie op—

- (a) 'n werkgever terwyl hy 'n nuwe werkgever is soos in subklousule (4) omskryf;
- (b) 'n klein werkgever soos in subklousule (6) omskryf;
- (c) 'n bestuurder soos in subklousule (7) omskryf.

(2) Gebiede.

Kaapprovinsie.—Die landdrosdistrikte Bellville, Die Kaap, George, Goodwood, Kimberley, King William's Town, Knysna; Kuilsrivier, Mosselbaai, Oudtshoorn, Oos-Londen, Paarl, Port Elizabeth, Queenstown, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage en Wynberg;

Natal.—Die landdrosdistrikte Camperdown, Chatsworth, Durban, Inanda, Kliprivier, Lower Tugela, Lower Umfolozi, Newcastle, Pietermaritzburg, Pinetown, Port Shepstone en Umzinto;

Oranje-Vrystaat.—Die landdrosdistrikte Bethlehem, Bloemfontein, Hennenman, Odendaalsrus, Sasolburg, Virginia en Welkom;

Transvaal.—Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Hoëveldrif, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Middelburg, Nelspruit, Nigel, Oberholzer, Pietersburg, Potchefstroom, Potgietersrus, Pretoria, Randburg, Randfontein, Rodepoort, Rustenburg, Springs, Vanderbijlpark, Vereeniging, Westonaria, Witbank en Wonderboom.

(3) "Security Services" or "Trade" means the trade in which employers and employees are associated for the purpose of—

(a) guarding or protecting fixed property, premises, goods, persons or employees; or

(b) transporting money for or on behalf of a client, including the depositing or withdrawal of money, the making up of money in specified amounts, the placing of specified amounts in envelopes or other containers and the handing over thereof to persons, as instructed by the client, and transporting any other goods that have to be guarded or protected while in transit.

(4) "New employer" means a business newly established in the Trade during the first 12 months of its existence in the Trade. [See also the proviso to clause 3 (1).]

(5) "Premises" means any land and any building or structure above or below the surface of any land and includes any vehicle, aircraft or vessel.

(6) "Small employer" means an employer who is engaged in the Trade only and who employs, at all times—

(a) less than six employees in the aggregate if and for so long as he is engaged only in one or more of the activities referred to in subclause (3) (b);

(b) less than 20 employees in the aggregate if and for so long as he is engaged in one or more of the activities referred to—

(i) in subclause (3) (a) only; or

(ii) in subclause (3) (a) and (b).

(7) "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 in the same establishment who relieves or acts for a manager during his absence.

2. DEFINITIONS

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

(1) "apprentice" means an employee in terms of a contract of apprenticeship registered or deemed to have been registered in terms of the Manpower Training Act, 1981, and includes an employee employed in a trade designated or deemed to have been designated in terms of that Act for a period prior to the registration of a contract of apprenticeship: (41)

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

(3) "cargo security officer" means an employee who guards cargo on a ship: (42)

(4) "Carrier staff member" means an employee, other than a clerk, who is mainly or wholly engaged in connection with any one or more of the activities specified in paragraph (b) of the definition "Security Services" in clause 1 (3); (18)

(5) "casual employee" means an employee, other than a cargo security officer or a ship security officer, who is employed by the same employer on not more than three days in any week; (21)

(6) "clerical assistant" means an employee, other than a security officer Grade A, B, C or D, who under the supervision of a clerk with at least two years' experience is engaged in any one or more of the following duties:

(a) Adding or subtracting, including making use of a machine;

(b) checking attendance registers or entering particulars in connection with employees who are absent or present or the time spent by employees on different tasks at establishments or places of employment;

(3) "Sekuriteitsdienste" of "Bedryf" beteken die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om—

(a) vaste eiendom, persele, goedere, persone of werknemers te bewaak of te beskerm; of

(b) geld namens of ten behoeve van 'n kliënt te vervoer, en dit sluit in die deponering, opvra en trek van geld, die opmaak daarvan in gespesifiseerde bedrae, die plaas van gespesifiseerde bedrae in koeverte of ander houers en die oorhandiging daarvan aan persone, soos deur die kliënt gelas, en die vervoer van enige ander goedere wat bewaak of beskerm moet word terwyl dit vervoerword.

(4) "Nuwe werkgewer" beteken 'n nuut opgerigte besigheid in die Bedryf gedurende die eerste 12 maande van sy bestaan in die Bedryf. [Kyk ook die voorbehoudsbepaling by klousule 3 (1).]

(5) "Perseel" beteken enige grond en enige gebou of struktuur op of onder die oppervlak van enige grond, en dit omvat ook enige voertuig, vliegtuig of vaartuig.

(6) "Klein werkgewer" beteken 'n werkgewer wat slegs in die Bedryf betrokke is en te alle tye—

(a) minder as ses werknemers altesaam in diens het indien en solank hy slegs by een of meer van die werksaamhede in subklousule (3) (b) bedoel, betrokke is;

(b) minder as 20 werknemers altesaam in diens het indien en solank hy betrokke is by een of meer van die werksaamhede—

(i) slegs in subklousule (3) (a) bedoel; of

(ii) in subklousule (3) (a) en (b) bedoel.

(7) "Bestuurder" beteken 'n werknemer wat deur sy werkgewer belas is met die algehele toesig oor, verantwoordelikheid vir en bestuur van die werksaamhede van 'n bedryfsinrigting of 'n 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

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

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

(a) 'n Ambagsman behulpsaam wees deur artikels of gereedskap vas te hou of saam met hom te werk sonder om onafhanklik van gereedskap gebruik te maak;

(b) batterye verwyder, volmaak of terugplaas;

(c) behulpsaam wees op voertuie maar wat nie die dryf, bewaking of herstel van die voertuie omvat nie;

(d) boodskappe, briewe, goedere of pakkette te voet, per driewieler, handvoertuig of trapfiets aflewer of vervoer;

(e) brandstoftanks vul of oliebakke leegtap of vul;

(f) deure of vensters oop- of toemaak;

(g) goedere of pakkette dra, optel, opberg, skuif, laai, aflaai, oop- of toemaak;

(h) handdoeke, seep of toiletpapier vervang;

(i) honde voed en versorg;

(j) hondehokke, buitegeboue of toilette afwit, skoonmaak of ontsmet;

(k) houers of pakkette stempel of sjabloneer waar diskresie nie nodig is nie;

(l) met rubberstempels stempel of reeksnommers aanbring waar diskresie nie nodig is nie;

(m) oorpakke, uniforms of beskermende klere was of stryk.

(n) persele, deure, vensters, toerusting, gereedskap, installasies, masjinerie, meubels, voertuie, houers of ander artikels skoonmaak of was, en dit omvat ook die polering van vloere, meubels of voertuie of die afborsel van matte of die skoonmaak van matte met behulp van 'n masjien;

- (c) filing documents according to written instructions or a list, in alphabetical or numerical order or according to colour;
- (d) interpreting or translating languages spoken by Blacks;
- (e) issuing passes or preparing certificates of service;
- (f) issuing time cards;
- (g) preparing wage or time cards;
- (h) recording particulars of annual or sick leave;
- (i) recording particulars in registers otherwise than by means of a typewriter;
- (j) recording the engagement, dismissal or resignation of employees, including any necessary entries in an employee's file or documents;
- (k) transferring names and addresses from compiled documents to envelopes, labels or circulars otherwise than by means of a typewriter; (14)
- (7) "clerk" means an employee who is engaged in writing, typing or filing or in any other form of clerical work and includes a cashier, storeman, communications centre operator, control centre operator and a telephone switchboard operator, and who may make up money into specified amounts and place such money in envelopes or other containers, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a part of such employee's work; (13)
- (8) "controller" means an employee who controls or checks the issuing or receiving of uniforms, overalls, protective clothing, batons, handcuffs, flashlights, firearms, ammunition or other equipment and who may keep the necessary records; (15)
- (9) "day" means a period of 24 hours from midnight to midnight: Provided that, in the case of a security officer, it shall mean a period of 24 consecutive hours reckoned from the time such employee usually commences work; (7)
- (10) "daily wage" means, except in the case of a casual employee, a cargo security officer or a ship security officer, an employee's weekly wage divided by the number of days on which he ordinarily works in a week; (6)
- (11) "driver" means an employee, other than a security officer, Grade A, B or C, who drives a motor vehicle, and for the purposes of this definition the expression "drives a motor vehicle" includes all periods during which he drives, all time spent by him 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; (8)
- (12) "emergency work" means—
- (a) any work which owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, mass stayaway of employees, theft or a breakdown of equipment, plant or machinery or a threatened breakdown of buildings, must be done without delay;
- (b) any work connected with the repair or overhaul of a motor vehicle, equipment, plant or machinery which cannot be done during ordinary working hours;
- (c) any work which a security officer performs in substitution for any other such employee whose shift is interrupted or cannot be completed or who fails to report for duty or does not report on time: Provided that, subject to clause 5 (4), an employee shall not be required or permitted to work longer than 16 hours on any day; (27)
- (13) "establishment" means the premises from which an employer conducts his business; (3)
- (14) "experience" means, in relation to—
- (a) a clerk, the total period or periods of employment which an employee has had as a clerk in any trade or industry or in the service of a local authority or the State;
- (b) a clerical assistant, the total period or periods of employment which an employee has had as a clerical assistant in any trade or industry or in the service of a local authority or the State; (28)
- (15) "general worker" means an employee who is engaged in any one or more of the following duties:
- (a) Affixing postage stamps to letters, parcels or other articles;
- (o) rantsoene gaarmaak of tee of soortgelyke drankie vir werknemers maak en aan hulle bedien of tee of ander verversings vir die werkgewer of sy gaste maak en aan hulle bedien;
- (p) seëls op briewe, pakkette of ander artikels plak;
- (q) tuinwerk;
- (r) voertuie, installasies of masjinerie olie of ghries;
- (s) voertuie stoot of trek anders as deur middel van meganiese toerusting;
- (t) vullis of as verwyder;
- (u) wiele, of buite- of binnebande afhaal, vervang, omruil of oppomp, of binne- en buitebande herstel; (15)
- (2) "ambagsman" '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 houër 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; (2)
- (3) "bedryfsinrigting" die perseel van waar die werkgewer sy besigheid dryf; (13)
- (4) "betaalde vakansiedag" Nuwejaarsdag (of die Maandag na Nuwejaarsdag waar laasgenoemde op 'n Sondag val), Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag en Kersdag; (30)
- (5) "bruto voertuigmassa", met betrekking tot 'n motorvoertuig, die maksimum massa van sodanige voertuig en sy vrag soos deur die vervaardiger gespesifiseer of, in die afwesigheid van sodanige spesifikasie, soos deur die registrasieowerheid bepaal; (17)
- (6) "dag" 'n tydperk van 24 uur van middernag tot middernag: Met dien verstande dat dit in die geval van 'n lid van die sekuriteitspersoneel 'n tydperk van 24 agtereenvolgende ure gereken vanaf die tyd wat sodanige werknemer gewoonlik begin werk, beteken; (9)
- (7) "dagloon" behalwe in die geval van 'n los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, die werknemer se weekloon gedeel deur die getal dae waarop hy gewoonlik in 'n week werk; (10)
- (8) "drywer" 'n werknemer, uitgesonderd 'n sekuriteitsbeampte graad A, B of C, wat 'n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking " 'n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy 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; (11)
- (9) "faktotum" 'n werknemer, uitgesonderd 'n vakleerling of 'n kwekeling, wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting, en wat ook kleinere herstelwerk of opknappings aan geboue kan doen, maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (18)
- (10) "gekwalifiseerd" 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 "omgekwalifiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (33)
- (11) "gewone werkure" die werkure by klousule 5(1) voorgeskryf of, indien volgens ooreenkoms tussen 'n werkgewer en sy werknemer laasgenoemde korter ure werk, daardie korter ure: Met dien verstande dat dit geen tydperk wat op 'n Sondag gewerk is, insluit nie; (28)
- (12) "goedere" enige roerende eiendom, insluitende geld en ander kosbaarhede wat aan die werkgewer behoort of in sy bewaring is, wat bewaak of beskerm moet word; (16)
- (13) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, magasynman, kommunidasiesentrum- of kontrolesentrumoperateur en 'n telefoonskakelbordoperateur, en wat geld in gespesifiseerde bedrae kan opmaak en sodanige geld in koeverte of ander houers kan plaas, 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; (7)

- (b) affixing rubber stamps or serial numbers where discretion is not required;
- (c) assisting an artisan by holding articles or tools or working with him without making independent use of any tools;
- (d) assisting on vehicles, otherwise than driving, guarding or repairing such vehicles;
- (e) carrying, lifting, storing, moving, loading, unloading, opening or closing goods or parcels;
- (f) cleaning or washing premises, doors, windows, equipment, tools, plant, machinery, furniture, vehicles, containers or other articles, and this includes the polishing of floors, furniture or vehicles or the brushing of mats or the cleaning of mats by means of a machine;
- (g) cooking rations or making tea or similar beverages for employees including serving them or making tea or other refreshments for the employer or his guests including the serving thereof;
- (h) delivering or conveying messages, letters, goods or parcels on foot, by three-wheeler, handcart or bicycle;
- (i) feeding or tending dogs;
- (j) filling fuel tanks or filling or draining oil sumps;
- (k) gardening;
- (l) oiling or greasing vehicles, plant or machinery;
- (m) opening or closing doors or windows;
- (n) pushing or pulling vehicles otherwise than by means of mechanical equipment;
- (o) removing refuse or ashes;
- (p) removing, replacing, changing of wheels, tyres or tubes, or repairing or pumping tyres or tubes;
- (q) removing, topping up or replacing batteries;
- (r) replacing towels, soap or toilet-paper;
- (s) stamping or stencilling containers or parcels where discretion is not required;
- (t) washing or ironing overalls, uniforms or protective clothing;
- (u) whitewashing, cleaning or disinfecting kennels, outbuildings or toilets; (1)
- (16) "goods" means any movable property, including money and other valuables belonging to or in the custody of the employer, that has to be guarded or protected; (12)
- (17) "gross vehicle mass", in relation to a motor vehicle, 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 registering authority; (5)
- (18) "handyman" means an employee, other than an apprentice or a trainee, who is engaged in making minor repairs or adjustments to machinery or equipment, and who may also effect minor repairs or renovations to buildings, but who does not do any work normally performed by an artisan; (9)
- (19) "heavy motor vehicle" means a motor vehicle the gross vehicle mass of which exceeds 9 000 kg; (39)
- (20) "hourly wage" means, except in the case of a casual employee, a ship security officer or a cargo security officer, an employee's weekly wage divided by his weekly ordinary hours of work; and in the case of a ship security officer and a cargo security officer it means the wage referred to in clause 3 (1) (d); (40)
- (21) "law" includes the common law; (45)
- (22) "light motor vehicle" means a motor vehicle the gross vehicle mass of which does not exceed 3 500 kg; (19)
- (23) "local authority" means any borough council, city council, municipal council, village management board, divisional council or any similar institution or body contemplated in section 84 (1) (f) of the Provincial Government Act, 1961, or in any other parliamentary legislation; (31)
- (24) "medium motor vehicle" means a motor vehicle the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg; (24)
- (25) "military service" means any training or service in terms of the Defence Act, 1957 (Act 44 of 1957); (25)
- (14) "klerklike assistent" 'n werknemer, uitgesonderd 'n sekuriteitsbeampte graad A, B, C of D, wat onder die toesig van 'n klerk met minstens twee jaar ondervinding een of meer van die volgende pligte uitvoer;
- (a) Besonderhede in registers aanteken op 'n ander manier as met 'n tikmasjien;
- (b) besonderhede van jaarlikse of siekteverlof opteken;
- (c) bywoningsregisters kontroleer of besonderhede in verband met werknemers wat aanwesig of afwesig is, of die tyd deur werknemers aan verskillende take by bedryfsinrigtings of werkplekke bestee, aanteken;
- (d) die indiensneming, ontslag of bedanking van werknemers opteken, insluitende enige nodige inskrywings in die werknemer se lêers of dokumente;
- (e) dokumente liasseer volgens 'n skriftelike opdrag of lys, in alfabetiese of numerieke volgorde of volgens kleur;
- (f) loon- of tydkaarte voorberei;
- (g) name en adresse van opgestelde dokumente op koeverte, etikette of omsendbriewe oorbring op 'n ander manier as met 'n tikmasjien;
- (h) optel of aftrek, ook met behulp van 'n masjien;
- (i) passe uitreik of dienssertifikate voorberei;
- (j) tale wat deur Swartes geberig word, tolk of vertaal;
- (k) tydkaarte uitreik; (6)
- (15) "kontroleur" 'n werknemer wat die uitreiking of ontvangs van uniforms, oorpakke, beskermende klere, knuppels, handboeie, flitse, vuurwapens of ammunisie of ander uitrusting kontroleer of nagaan en wat die nodige aantekeninge kan hou; (8)
- (16) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n slapte in die Bedryf, 'n onklaarraking van masjinerie, toerusting of installasies, of weens die feit dat geboue onbruikbaar is of dreig om dit te word; (41)
- (17) "kwekeling" 'n werknemer, uitgesonderd 'n vakleerling, vir wie daar ingevolge die Wet op Mannekragopleiding, 1981, voorsiening gemaak word vir opleiding in 'n ambag wat ingevolge daardie Wet aangewys is of geag word aangewys te wees; (43)
- (18) "lid van die draerpersoneel" 'n werknemer, uitgesonderd 'n klerk, wat uitsluitlik of hoofsaaklik pligte uitvoer wat verband hou met een of meer van die aktiwiteite wat in paragraaf (b) van die omskrywing van "Sekuriteitsdienste" in kousule 1(3) gespesifiseer is; (4)
- (19) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa nie 3 500 kg oorskry nie; (22)
- (20) "loon" die bedrag geld wat ingevolge kousule 3(1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure: Met dien verstande dat as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by kousule 3(1) voorgeskryf, dit sodanige hoër bedrag beteken, en weekloon het 'n ooreenstemmende betekenis; (44)
- (21) "los werknemer" 'n werknemer, uitgesonderd 'n Skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, wat hoogstens drie dae in enige week by dieselfde werkgewer in diens is; (5)
- (22) "maandloon" vier en 'n derde maal 'n werknemer se weekloon; (26)
- (23) "magasynman" 'n werknemer, uitgesonderd 'n kontroleur, wat beheer het oor voorraad of inkomende goedere en wat daarvoor verantwoordelik is om goedere in 'n magasyn, pakhuis of oop voorraadwerf te ontvang, op te berg, te verpak of uit te pak of om goedere vanuit 'n magasyn, pakhuis of oop voorraadwerf uit te reik. Vir die doeleindes van hierdie omskrywing omvat die uitdrukking "goedere" nie eiendom wat aan die werkgewer toevertrou is vir bewaring nie; (kyk "klerk") 42
- (24) "medium motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa 3 500 kg oorskry maar nie 9 000 kg nie; (24)
- (25) "militêre diens" 'n tydperk van diens of opleiding kragtens die Verdedigingswet, 1957 (Wet 44 van 1957); (25)
- (26) "motorvoertuig" 'n selfgedrewe voertuig wat gebruik word vir die vervoer van goedere, persone of honde en omvat dit ook 'n motorfiets en 'n motordriewiel; (27)
- (27) "noodwerk" —
- (a) enige werk wat weens onvoorsiene omstandighede soos 'n massawegbly van werknemers, brand, storm, ongeluk, epidemie, gewelddaad, diefstal, of 'n onklaarraking van toerusting, installasies of masjiene of 'n dreigende onklaarraking van geboue, sonder versuim gedoen moet word;

(26) "monthly wage" means an employee's weekly wage multiplied by four and one third; (22)

(27) "motor vehicle" means a self-propelled vehicle used for the transportation of goods, persons or dogs, and includes a motor cycle and a motorised three-wheeler; (26)

(28) "ordinary hours of work" means the hours of work prescribed in clause 5 (1) but if by agreement between an employer and his employee the latter works a lesser number of ordinary hours, it means such shorter hours: Provided that it shall not include any period worked on a Sunday; (11)

(29) "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 of 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 paid holiday; (29)

(30) "paid 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, the Day of the Vow and Christmas Day; (4)

(31) "place of employment" means any place, other than his employer's establishment, where an employee is engaged in the Trade; (44)

(32) "premises"—see clause 1 (5); (30)

(33) "qualified", in relation to an employee, means that the experience of an employee in his class entitles him to the highest wage rate prescribed for that class of employee, and, conversely, "unqualified" means that his experience in his class does not entitle him to such highest wage rate; (10)

(34) "security officer" means a security officer, Grade A, B, C, D or E; (32)

(35) "security officer, Grade A" means an employee who performs any one or more of the following duties:

(a) Advising or reporting on any matters affecting guarding or protection services;

(b) assisting in the screening of candidates for employment;

(c) assuming responsibility for staff training;

(d) drawing of money or cheques or taking possession of negotiable documents;

(e) drawing of money at banks or similar institutions;

(f) guarding or protection of goods;

(g) the performance, whenever required, of guarding or protection services in conjunction or in consultation with the South African Police, a civil protection organisation, a fire brigade or similar organisation;

(h) supervision of subordinate staff;

and who may drive a motor vehicle in the performance of any or all of his duties; (33)

(36) "security officer, Grade B" means an employee who performs any one or more of the following duties, namely, supervising, controlling, instructing or training security officers, Grade C, D or E or general workers and reporting thereon to his employer or any other specified person, and who may—

(a) drive a motor vehicle in the performance of any or all of his duties;

(b) be called upon to perform any or all of the duties of a security officer, Grade C; (34)

(37) "security officer, Grade C" means an employee who performs any one or more of the following duties:

(a) Supervising or controlling security officers, Grade D or E;

(b) driving a motor vehicle in the course of supervising or controlling security officers, Grade D or E;

(c) driving a motor vehicle for the purpose of transporting security officers; (35)

(38) "security officer, Grade D" means an employee who performs any one or more of the following duties:

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

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

(c) enige werk wat 'n sekuriteitsbeampte moet verrig ter vervanging van enige ander sekuriteitsbeampte wie se skof onderbreek is of nie voltooi kan word nie of wat versuim om vir diens aan te meld of nie betyds aanmeld nie: Met dien verstande dat daar, behoudens klousule 5 (4), nie van 'n werknemer verwag of hy verplig mag word om langer as 16 uur op 'n dag te werk nie; (12)

(28) "ondervinding", met betrekking tot—

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

(b) 'n klerklike assistent in enige bedryf of nywerheid of in die diens van 'n plaaslike owerheid of die Staat werksaam was; (14)

(29) "oortyd" die gedeelte van enige tydperk wat 'n werknemer in 'n week of op 'n dag, na gelang van die geval, werk wat langer is as sy weeklikse of daaglikse werkure, maar omvat dit nie 'n tydperk waarin 'n werknemer op 'n Sondag of 'n betaalde vakansiedag vir sy werkgever werk nie; (29)

(30) "perseel"—kyk klousule 1 (5); (32)

(31) "plaaslike owerheid" enige stadsraad, afdelingsraad, munisipale raad, dorpsraad, 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; (23)

(32) "sekuriteitsbeampte" 'n sekuriteitsbeampte, graad A, B, C, D of E; (34)

(33) "sekuriteitsbeampte, graad A" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) Advisering in verband met en verslagdoening oor enige aangeleentheid rakende bewakings- of beskermingsdienste;

(b) bewaking of beskerming van goedere;

(c) opvra van geld by banke of soortgelyke instansies;

(d) toesighouding oor ondergeskikte personeel;

(e) trek van geld of tjeks of verhandelbare stukke in besit neem;

(f) verantwoordelik wees vir personeelopleiding;

(g) verlening van hulp met die keuring van kandidate vir indiensneming;

(h) verrigting, wanneer dit vereis word, van bewakings- of beskermingsdienste saam met of in oorleg met die Suid-Afrikaanse Polisie, 'n burgerlike beskermingsorganisasie, die brandweer of enige soortgelyke organisasie;

en wat in die uitvoering van enige van of al sy werksaamhede 'n motorvoertuig kan dryf; (35)

(34) "sekuriteitsbeampte, graad B" 'n werknemer wat een of meer van die volgende pligte uitvoer, naamlik toesighouding oor, kontroliering, onderrigting en opleiding van sekuriteitsbeamptes, graad C, D of E, of algemene werkers en daarvoor verslag doen aan sy werkgever of 'n ander gespesifiseerde persoon; en wat—

(a) in die uitvoering van enige van of al sy pligte 'n motorvoertuig kan dryf;

(b) gelas kan word om enige van of al die pligte wat vir 'n sekuriteitsbeampte, graad C, voorgeskryf is, uit te voer; (36)

(35) "sekuriteitsbeampte, graad C" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) Toesighouding oor of kontroliering van sekuriteitsbeamptes, graad D of E;

(b) dryf van 'n motorvoertuig by die toesighouding oor of kontroliering van sekuriteitsbeamptes, graad D of E;

(c) dryf van 'n motorvoertuig met die doel om sekuriteitspersoneel te vervoer; (37)

(36) "sekuriteitsbeampte, graad D" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) Deursoek van goedere of voertuie;

(b) deursoek van persone en hulle, indien nodig, terughou;

- (b) searching persons and, if necessary, restraining them;
- (c) supervising or controlling security officers, Grade E;
- (d) searching of goods or vehicles;

and who may be required to perform any or all of the duties of a security officer, Grade E; (36)

(39) "security officer, grade E" means an employee, other than a security officer, Grade D, who performs any one or more of the following duties:

- (a) Guarding, protecting or patrolling premises or goods;

- (b) handling or controlling dogs in the performance of any or all of the duties referred to in (a); (37)

(40) "ship security officer" means an employee who guards the entrance to or exit from a ship; (38)

(41) "short-time" means a temporary reduction in the number of ordinary hours of work owing to a slackness of business in the Grade, a breakdown of plant, machinery or equipment, or a breakdown or threatened breakdown of buildings; (16)

(42) "storeman" means an employee, other than a controller, who is in charge of stocks of incoming goods and who is responsible for receiving, storing, packing or unpacking goods in or for issuing goods from a store, warehouse or open stockyard. For the purposes of this definition the expression "goods" does not include property entrusted to the employer for safekeeping; (see "clerk") (23)

(43) "trainee" means an employee, other than an apprentice, to whom training is being provided in terms of the Manpower Training Act, 1981, in a trade designated or deemed to have been designated in terms of that act; (17)

(44) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of 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, and "weekly wage" has a corresponding meaning; (20)

(45) "week" means, in relation to an employee, the period of seven days within which the working week of that employee ordinarily falls. (43)

3. REMUNERATION

(1) *Minimum wages.* — (a) The minimum wages which an employer shall pay to his employees shall be as specified in paragraphs (b), (c) and (d): Provided that in the case of an employer who has been engaged in this Trade in an area covered by this Determination for a period of more than 12 months but not more than 24 months in the aggregate, such wages may be reduced by not more than 10 per cent during that period, whereafter the minimum wages specified in paragraphs (b), (c) and (d) hereunder shall become payable and be paid.

(b) An employer shall, subject to the proviso to paragraph (a), pay to each member of the undermentioned classes of his employees, other than casual employees, cargo security officers or ship security officers, the minimum wages specified hereunder:

(c) kontrolering of optekening van verslagdoening oor die beweging van persone of voertuie by kontrolepunte of hekke;

(d) toesighouding oor en kontrolering van sekuriteitsbeamptes, graad E,

en van wie vereis kan word om een of meer van die pligte van 'n sekuriteitsbeampte, graad E, te verrig; (38)

(37) "sekuriteitsbeampte, graad E" 'n werknemer, uitgesonderd 'n sekuriteitsbeampte, graad D, wat een of meer van die volgende pligte uitvoer:

(a) Bewaking, beskerming of patrolling van persele of goedere;

(b) hantering of beheer van honde in die uitvoering van een of al die pligte in (a) bedoel; (39)

(38) "skeepsekuriteitsbeampte" 'n werknemer wat die ingang tot of uitgang van 'n skip bewaak; (40)

(39) "swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa 9 000 kg oorskry; (19)

(40) "uurloon" uitgesonderd in die geval van 'n los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, die werknemer se weekloon gedeel deur die getal gewone weeklikse werksure, en in die geval van 'n skeepsekuriteitsbeampte en 'n vragsekuriteitsbeampte beteken dit die loon in klousule 3 (1) (d) bedoel. (20)

(41) "vakleerling" 'n werknemer wat in diens is ingevolge 'n vakleerlingskapkontrak wat geregistreer is of geag word geregistreer te wees ingevolge die Wet op Mannekragopleiding, 1981, en omvat dit 'n werknemer wat in diens is in 'n ambag wat aangewys is of geag word aangewys te wees kragtens daardie Wet vir 'n tydperk voor die registrasie van 'n kontrak van vakleerlingskap; (1)

(42) "vragsekuriteitsbeampte" 'n werknemer wat op 'n skip die vag van sodanige skip bewaak; (3)

(43) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van sodanige werknemer gewoonlik val; (45)

(44) "werkplek" enige plek, uitgesonderd sy werkgewer se bedryfsinrigting, waar 'n werknemer in die Bedryf in diens is; (31)

(45) "wet" ook die gemene reg. (21)

3. BESOLDIGING

(1) *Minimumlone.* — (a) Die minimumlone wat 'n werkgewer aan sy werknemers moet betaal, is soos in paragrawe (b), (c) en (d) uiteengesit: Met dien verstande dat indien die werkgewer vir 'n tydperk van meer as 12 maande maar minder as 24 maande altesaam in hierdie Bedryf betrokke is in 'n gebied waarin hierdie vasstelling van toepassing is, sodanige lone met hoogstens 10 persent verminder mag word tydens daardie tydperk, waarna die minimumlone in paragrawe (b), (c) en (d) hieronder uiteengesit, betaalbaar word en betaal moet word.

(b) 'n Werkgewer moet, behoudens die voorbehoudsbepaling in paragraaf (a), aan elke lid van die ondervermelde klasse van sy werknemers, uitgesonderd los werknemers, skeepsekuriteitsbeamptes of vragsekuriteitsbeamptes, die minimumlone hieronder uiteengesit, betaal.

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Camperdown, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg				In the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Pietermaritzburg, Somerset West, Stellenbosch and Strand			
	During the first 12 months after this determination becomes effective		Thereafter		During the first 12 months after this determination becomes effective		Thereafter	
	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R
Artisan	173,31	751,00	182,54	791,00	156,46	678,00	164,31	712,00
Clerical assistant—								
during the first year of experience	86,54	375,00	95,77	415,00	78,69	341,00	86,54	375,00
during the second year of experience	90,23	391,00	99,46	431,00	81,92	355,00	89,76	389,00
thereafter	94,38	409,00	103,62	449,00	86,08	373,00	93,92	407,00
Clerk—								
during the first year of experience	94,38	409,00	103,62	449,00	86,08	373,00	93,92	407,00
during the second year of experience	110,31	478,00	119,54	518,00	100,38	435,00	108,00	468,00
during the third year of experience	126,00	546,00	135,23	586,00	114,46	496,00	122,31	530,00
thereafter	142,15	616,00	151,38	656,00	128,77	558,00	136,62	592,00
Controller	As for a clerical assistant							
Driver of a—								
light motor vehicle	91,15	395,00	100,38	435,00	83,77	363,00	91,62	397,00
medium motor vehicle	109,85	476,00	119,08	516,00	100,38	435,00	108,00	468,00
heavy motor vehicle	121,38	526,00	130,62	566,00	110,77	480,00	118,62	514,00
General worker—								
during the first six months of employment with the same employer	67,62	293,00	74,08	321,00	62,08	269,00	68,54	297,00
thereafter	75,00	325,00	82,38	357,00	69,00	299,00	75,92	329,00
Handyman	100,85	437,00	109,85	476,00	92,54	401,00	100,38	435,00
Security officer, grade A	203,31	881,00	212,31	920,00	183,69	796,00	191,31	829,00
Security officer, grade B	160,85	697,00	169,85	736,00	145,85	632,00	153,69	666,00
*Security officer, grade C	112,85	489,00	121,85	528,00	103,15	447,00	111,00	481,00
*Security officer, grade D	94,15	408,00	103,15	447,00	85,15	369,00	93,00	403,00
*Security officer, grade E	86,31	374,00	95,31	413,00	78,69	341,00	86,31	374,00
Employee not elsewhere specifically mentioned in this subclause	86,31	374,00	95,31	413,00	78,69	341,00	86,31	374,00

* For every day or part of a day on which an employer requires or permits a security officer grade C, D or E to use or to be in charge of a dog in the performance of his duties he shall pay him an allowance of not less than 75 cents in addition to his daily wage.

	In die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Camperdown, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg				In die landdrosdistrikte Bloemfontein, Klerksdorp, Oos-Londen, Pietermaritzburg, Somerset-Wes, Stellenbosch en Strand			
	Gedurende die eerste jaar nadat hierdie vasstelling bindend word		Daarna		Gedurende die eerste jaar nadat hierdie vasstelling bindend word		Daarna	
	R per week	R per maand	R per week	R per maand	R per week	R per maand	R per week	R per maand
Ambagsman	173,31	751,00	182,54	791,00	156,46	678,00	164,31	712,00
Klerklike assistent—								
gedurende die eerste jaar ondervinding	86,54	375,00	95,77	415,00	78,69	341,00	86,54	375,00
gedurende die tweede jaar ondervinding	90,23	391,00	99,46	431,00	81,92	355,00	89,76	389,00
daarna	94,38	409,00	103,62	449,00	86,08	373,00	93,92	407,00
Klerk—								
gedurende die eerste jaar ondervinding	94,38	409,00	103,62	449,00	86,08	373,00	93,92	407,00
gedurende die tweede jaar ondervinding	110,31	478,00	119,54	518,00	100,38	453,00	108,00	468,00
gedurende die derde jaar ondervinding	126,00	546,00	135,23	586,00	114,46	496,00	122,31	530,00
daarna	142,15	616,00	151,38	656,00	128,77	558,00	136,62	592,00
Kontroleurbeampte	Soos vir klerklike assistent							
Drywer van 'n—								
ligte motorvoertuig	91,15	395,00	100,38	435,00	83,77	363,00	91,62	397,00
medium motorvoertuig	109,85	476,00	119,08	516,00	100,38	435,00	108,00	468,00
swaar motorvoertuig	121,38	526,00	130,62	566,00	110,77	480,00	118,62	514,00
Faktotum	100,85	437,00	109,85	476,00	92,54	401,00	100,38	435,00
Sekuriteitsbeampte graad A	203,31	881,00	212,31	920,00	183,69	796,00	191,31	829,00
Sekuriteitsbeampte graad B	160,85	697,00	169,85	736,00	145,85	632,00	153,69	666,00
* Sekuriteitsbeampte graad C	112,85	489,00	121,85	528,00	103,15	447,00	111,00	481,00
* Sekuriteitsbeampte graad D	94,15	408,00	103,15	447,00	85,15	369,00	93,00	403,00
* Sekuriteitsbeampte graad E	86,31	374,00	95,31	413,00	78,69	341,00	86,31	374,00
Werknemer nie elders in hierdie klousule spesifiek genoem nie	86,31	374,00	95,31	413,00	78,69	341,00	86,31	374,00

* Vir elke dag of 'n gedeelte van 'n dag wat 'n werkgewer van 'n sekuriteitsbeampte, graad C, D. of E vereis of hom toelaat om in die uitvoering van sy pligte van 'n hond gebruik te maak of in beheer van 'n hond te wees, moet hy hom benewens sy dagloon 'n toelae van minstens 75 sent betaal.

	In the Magisterial Districts of Odendaalsrus, Potchefstroom, Virginia, Welkom and Witbank				In the Magisterial Districts of George, Highveld Ridge, Klip River, Knysna, Middelburg (Tvl), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Rustenburg and Umzinto			
	During the first 12 months after this determination becomes effective		Thereafter		During the first 12 months after this determination becomes effective		Thereafter	
	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R
Artisan	147,69	640,00	154,15	668,00	127,85	554,00	134,31	582,00
Clerical assistant—								
during the first year of experience	69,46	301,00	75,92	329,00	64,85	281,00	71,31	309,00
during the second year of experience	73,15	317,00	79,62	345,00	67,15	291,00	73,62	319,00
thereafter	77,31	335,00	83,77	363,00	70,38	305,00	76,85	333,00
Clerk—								
during the first year of experience	77,31	335,00	83,77	363,00	70,38	305,00	76,85	333,00
during the second year of experience	91,15	395,00	97,62	423,00	81,92	355,00	88,38	383,00
during the third year of experience	105,69	458,00	112,15	486,00	93,46	405,00	99,92	433,00
thereafter	119,54	518,00	126,00	546,00	104,77	454,00	111,23	482,00
Controller	As for a clerical assistant							
Driver of a—								
light motor vehicle	74,54	323,00	81,00	351,00	68,08	295,00	74,54	323,00
medium motor vehicle	91,15	395,00	97,62	423,00	81,46	353,00	87,92	381,00
heavy motor vehicle	101,77	441,00	108,00	468,00	89,77	389,00	96,23	417,00
General worker—								
during the first six months of employment with the same employer	55,15	239,00	60,23	261,00	51,92	225,00	56,54	245,00
thereafter	61,15	265,00	67,15	291,00	57,46	249,00	63,00	273,00
Handyman	83,77	363,00	90,23	391,00	75,44	327,00	81,92	355,00
Security officer, grade A	174,69	757,00	181,15	785,00	150,00	650,00	156,69	679,00
Security officer, grade B	136,85	593,00	143,31	621,00	118,15	512,00	124,85	541,00
*Security officer, grade C	94,15	408,00	100,85	437,00	84,00	364,00	90,69	393,00
*Security officer, grade D	76,15	330,00	82,85	359,00	70,15	304,00	76,85	333,00
*Security officer, grade E	69,69	302,00	76,15	330,00	64,85	281,00	71,31	309,00
Employee not elsewhere specifically mentioned in this subclause	69,69	302,00	76,15	330,00	64,85	281,00	71,31	309,00

* For every day or part of a day on which an employer requires or permits a security officer grade C, D or E to use or to be in charge of a dog in the performance of his duties he shall pay him an allowance of not less than 75 cents in addition to his daily wage.

	In die landdrosdistrikte Odendaalsrus, Potchefstroom, Virginia, Welkom en Witbank				In die landdrosdistrikte George, Hoëveldrif, Kliprivier, Knysna, Middelburg (Tvl), Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Rustenburg en Umzinto			
	Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word		Daarna		Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word		Daarna	
	R per week	R per maand	R per week	R per maand	R per week	R per maand	R per week	R per maand
Ambagsman	147,69	640,00	154,15	668,00	127,85	554,00	134,31	582,00
Klerklike assistent—								
gedurende die eerste jaar ondervinding	69,46	301,00	75,92	329,00	64,85	281,00	71,31	309,00
gedurende die tweede jaar ondervinding	73,15	317,00	79,62	345,00	67,15	291,00	73,62	319,00
daarna	77,31	335,00	83,77	363,00	70,38	305,00	76,85	333,00
Klerk—								
gedurende die eerste jaar ondervinding	77,31	335,00	83,77	363,00	70,38	305,00	76,85	333,00
gedurende die tweede jaar ondervinding	91,15	395,00	97,62	423,00	81,92	355,00	88,38	383,00
gedurende die derde jaar ondervinding	105,69	458,00	112,15	486,00	93,46	405,00	99,92	433,00
daarna	119,54	518,00	126,00	546,00	104,77	454,00	111,23	482,00
Kontroleur	Soos vir klerklike assistent							
Drywer van 'n—								
ligte motorvoertuig	74,54	323,00	81,00	351,00	68,08	295,00	74,54	323,00
medium motorvoertuig	91,15	395,00	97,62	423,00	81,46	353,00	87,92	381,00
swaar motorvoertuig	101,77	441,00	108,00	468,00	89,77	389,00	96,23	417,00
Algemene werker—								
gedurende die eerste ses maande by dieselfde werkgever	55,15	239,00	60,23	261,00	51,92	225,00	56,54	245,00
daarna	61,15	265,00	67,15	291,00	57,46	249,00	63,00	273,00
Faktotum	83,77	363,00	90,23	391,00	75,44	327,00	81,92	355,00
Sekuriteitsbeampte graad A	174,69	757,00	181,15	785,00	150,00	650,00	156,69	679,00
Sekuriteitsbeampte graad B	136,85	593,00	143,31	621,00	118,15	512,00	124,85	541,00
* Sekuriteitsbeampte graad C	94,15	408,00	100,85	437,00	84,00	364,00	90,69	393,00
* Sekuriteitsbeampte graad D	76,15	330,00	82,85	359,00	70,15	304,00	76,85	333,00
* Sekuriteitsbeampte graad E	69,69	302,00	76,15	330,00	64,85	281,00	73,31	309,00
Werknemer nie elders in hierdie subklousule spesifiek genoem nie ..	69,69	302,00	76,15	330,00	64,85	281,00	71,31	309,00

* Vir elke dag of 'n gedeelte van 'n dag wat 'n werkgever van 'n sekuriteitsbeampte graad C, D of E of 'n wag vereis of hom toelaat om in die uitvoering van sy pligte van 'n hond gebruik te maak of in beheer van 'n hond te wees, moet hy hom benewens sy dagloon 'n toelae van minstens 75 sent betaal.

	In the Magisterial Districts of Bethlehem, Hennenman, King William's Town, Lower Tugela, Lower Umfolozi, Port Shepstone, Potgietersrus and Queenstown			
	During the first 12 months after this determination becomes effective		Thereafter	
	R per week	R per month	R per week	R per month
Artisan	120,92	524,00	126,92	550,00
Clerical assistant—				
during the first year of experience	59,77	259,00	65,77	285,00
during the second year of experience	62,54	271,00	68,54	297,00
thereafter	65,31	283,00	71,31	309,00
Clerk—				
during the first year of experience	65,31	283,00	71,31	309,00
during the second year of experience	76,85	333,00	82,85	359,00
during the third year of experience	87,92	381,00	93,92	407,00
thereafter	99,00	429,00	104,77	454,00
Controller	As for a clerical assistant			
Driver of a—				
light motor vehicle	63,00	273,00	69,00	299,00
medium motor vehicle	76,38	331,00	82,38	357,00
heavy motor vehicle	84,69	367,00	90,69	393,00
General worker—				
during the first six months of employment with the same employer	47,31	205,00	51,92	225,00
thereafter	52,38	227,00	57,46	249,00
Handyman	70,38	305,00	76,38	331,00
Security officer, grade A	142,15	616,00	148,15	642,00
Security officer, grade B	112,15	486,00	118,15	512,00
* Security officer, grade C	78,69	341,00	84,69	367,00
* Security officer, grade D	65,31	283,00	71,31	309,00
* Security officer, grade E	60,00	260,00	66,00	286,00
Employee not elsewhere specifically mentioned in this subclause	60,00	260,00	66,00	286,00

* For every day or part of a day on which an employer requires or permits a security officer grade C, D or E to use or to be in charge of a dog in the performance of his duties he shall pay him an allowance of not less than 75 cents in addition to his daily wage

	In die landdrosdistrikte Bethlehem, Hennenman, King William's Town, Lower Tugela, Lower Umfolozi, Port Shepstone, Potgietersrus en Queenstown			
	Gedurende die eerste 12 maande nadat hierdie vasstelling bindend word		Daarna	
	R per week	R per maand	R per week	R per maand
Ambagsman	120,92	524,00	126,92	550,00
Klerklike assistent—				
gedurende die eerste jaar ondervinding	59,77	259,00	65,77	285,00
gedurende die tweede jaar ondervinding	62,54	271,00	86,54	297,00
Daarna	65,31	283,00	71,31	309,00
Klerk—				
gedurende die eerste jaar ondervinding	65,31	283,00	71,31	309,00
gedurende die tweede jaar ondervinding	76,85	333,00	82,85	359,00
gedurende die derde jaar ondervinding	87,92	381,00	93,92	407,00
daarna	99,00	429,00	104,77	454,00
Kontroleur beamppte	Soos vir 'n klerklike assistent			
Drywer van 'n—				
ligte motorvoertuig	63,00	273,00	69,00	299,00
medium motorvoertuig	76,38	331,00	82,38	357,00
swaar motorvoertuig	84,69	367,00	90,69	393,00
Algemene werker—				
gedurende die eerste ses maande diens by dieselfde werkgewer ...	47,31	205,00	51,92	225,00
daarna	52,38	227,00	57,46	249,00
Faktotum	70,38	305,00	76,38	331,00
Sekuriteitsbeamppte graad A	142,15	616,00	148,15	642,00
Sekuriteitsbeamppte graad B	112,15	486,00	118,15	512,00
*Sekuriteitsbeamppte graad C	78,69	341,00	84,69	367,00
*Sekuriteitsbeamppte graad D	65,31	283,00	71,31	309,00
*Sekuriteitsbeamppte graad E	60,00	260,00	66,00	286,00
Werknemer nie elders in hierdie subklousule spesifiek genoem nie ..	60,00	260,00	66,00	286,00

* Vir elke dag of 'n gedeelte van 'n dag wat 'n werkgewer van 'n sekuriteitbeamppte graad C, D of E, vereis of hom toelaat om in die uitvoering van sy pligte van 'n hond gebruik te maak of in beheer van 'n hond te wees, moet hy hom benewens sy dagloon 'n toelae van minstens 75 sent betaal.

(c) *Casual employees.*—Subject to the proviso to paragraph (a), a casual employee shall be paid in respect of the total period (excluding overtime) worked by him on any day, other than on a paid holiday or a Sunday, not less than the hourly wage prescribed in paragraph (b) read with clause (20), for an employee in the same area who performs the same class of work as the casual employee is required to do, or not less than the hourly wage or hourly equivalent of the wage actually being paid to such other employee, whichever is the greater amount, plus 15 per cent: Provided that—

(i) for the purpose of this paragraph the expression 'such other employee' shall mean the employee of 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 'hourly wage' shall mean the hourly wage prescribed for a qualified employee of that class;

(ab) to work for a period of less than four hours on any day, such employee shall be deemed to have worked for four hours.

(d) *Ship security officers and cargo security officers.*—Subject to the proviso to paragraph (a), a ship security officer and a cargo security officer shall be paid at least R1,75 for each hour or part of an hour of employment.

(2) *Basis of contract.*—For the purpose of this clause, the contract of employment of an employee, other than a casual employee, a ship security officer, or a cargo security officer, shall be on a weekly basis, and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with the definition of 'wage' in clause 2 and with subclause (3), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him or less.

(3) *Differential wage.*—An employer who requires or permits a member of one class of his employee to perform for longer than one hour on any day, either in addition to his own work or in substitution therefor, work of 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 on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work;

Provided that—

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

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

(4) *Calculation of wages.*—The hourly, daily or monthly wage of an employee, other than a casual employee, a ship security officer or a cargo security officer, shall be calculated as indicated in the definitions of these expressions in clause 2.

(5) *Bicycle allowance.*—An employer who requires or permits an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any other remuneration payable to him—

(a) in the case of a casual employee, a ship security officer and a cargo security officer, an allowance not less than 60c per day;

(b) in the case of any other employee, an allowance of not less than R3 per week or, if the employee is required or permitted to use his own bicycle on occasion only, an allowance of not less than 60c for each day on which he so uses his bicycle.

(c) *Los werknemers.*—Behoudens die voorbehoudsbepaling in paragraaf (a) moet 'n los werknemer ten opsigte van die totale tydskuur, uitgesonderd oortyd, wat hy op enige dag behalwe 'n betaalde vakansiedag of 'n Sondag werk, minstens die uurloon voorgeskryf by paragraaf (b), gelees met klousule 2 (20), vir 'n werknemer in dieselfde gebied wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word, betaal word, of minstens die uurloon of die ekwivalent van die uurloon wat werklik aan sodanige ander werknemer betaal word, watter bedrag ook al die grootste is, plus 15 persent: Met dien verstande dat—

(i) by die toepassing van hierdie paragraaf die uitdrukking "sodanige ander werknemer" die werknemer van die klas aan wie die laagste loon betaal word, beteken;

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

(aa) om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "uurloon" die uurloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

(ab) om vir 'n tydperk van minder as vier uur op 'n dag te werk, daar geag word dat hy vier uur gewerk het.

(d) *Skeepssekuriteitsbeamptes en vragsekuriteitsbeamptes.*—Behoudens die voorbehoudsbepaling in paragraaf (a) moet 'n skeepssekuriteitsbeampte of 'n vragsekuriteitsbeampte vir elke uur of gedeelte van 'n uur diens minstens R1,75 betaal word.

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

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

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

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer 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—

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

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

(4) *Loonberekening.*—(a) Die uurloon, dagloon of maandloon van 'n werknemer, uitgesonderd 'n los werknemer, 'n skeepssekuriteitsbeampte of 'n vragsekuriteitsbeampte, word bereken soos aangedui in die woordskrywings van hierdie uitdrukkings in klousule 2.

(5) *Fietstoelae.*—'n Werkgewer wat van 'n werknemer vereis of hom toelaat om in die uitvoering van sy pligte sy eie fiets te gebruik, moet die werknemer, benewens enige ander besoldiging aan hom verskuldig, die volgende betaal:

(a) In die geval van 'n los werknemer 'n skeepssekuriteitsbeampte en 'n vragsekuriteitsbeampte, 'n toelae van minstens 60c per dag;

(b) in die geval van enige ander werknemer, 'n toelae van minstens R3 per week of, indien die werknemer slegs by geleentheid toegelaat word of daar slegs by geleentheid van hom vereis word om sy eie fiets te gebruik, 'n toelae van minstens 60c vir elke dag waarop hy sy fiets aldus gebruik.

4. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees, ship security officers and cargo security officers.* — Save as provided in clause 6 (5), any amount due to an employee, other than a casual employee, a ship security officer or a cargo security officer, shall be paid weekly, fortnightly or monthly in cash, or, with the consent of the employee by cheque, during the ordinary hours of work or within 15 minutes thereafter on the usual pay-day of the establishment for such employee, or in the case of a member of the security staff, at such time as may have been agreed upon between such employee and his employer, which time shall fall during the ordinary hours of work of the establishment but not later than 48 hours after the usual pay-day, or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container, on which shall be recorded or which shall be accompanied by a statement showing —

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

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

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

(ii) at the employee's written request the amount due to him may be paid into his building society or bank account by his employer who shall hand him 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 by virtue of clause 5 (8) (a).

(2) *Casual employees, ship security officers and cargo security officers.* — An employer shall pay a casual employee, a ship security officer or a cargo security officer the remuneration due to him in cash on completion of each day's work: Provided that the employer may, at the request of such employee, pay him his remuneration at the end of the week.

(3) *Premiums.* — Subject to any law no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that employee.

(4) *Purchase of goods.* — An employer shall not require his employee to purchase any goods from him or from any shop, place or person nominated by him.

(5) *Accommodation, meals and rations.* — Subject to any law an employer shall not require his employee to accept accommodation, meals or rations from him or from any person or at any place nominated by him.

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

(a) With the written consent of the employee, a deduction for any holiday, sick, medical, insurance, savings, provident or pension fund, or in respect of subscriptions to a trade union;

(b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than 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 his ordinary hours of work at the time of such absence;

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers, skeepsekuriteitsbeampies en vragsekuriteitsbeampies.* — Behoudens klousule 6 (5) moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, 'n skeepsekuriteitsbeampie of 'n vragsekuriteitsbeampie, wekeliks, tweewekeliks of maandeliks in kontant of, met die toestemming van die werknemer, per tjek betaal word gedurende sy gewone werkure of binne 15 minute daarna op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer of, in die geval van 'n lid van die sekuriteitspersoneel, of sodanige tyd as waarop daar tussen sodanige werknemer en sy werkgever ooreengekom is, welke tyd binne die gewone werkure van die bedryfsinrigting moet val maar nie later as 48 uur na die gewone betaaldag, of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëde koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop die volgende gemeld word:

- (a) Die werkgever se naam;
 - (b) die werknemer se naam of sy nommer op die betaalstaat en sy klas;
 - (c) die tydperk waarvoor die betaling geskied;
 - (d) die getal gewone werkure wat die werknemer gewerk het;
 - (e) die getal ure wat die werknemer oortyd gewerk het;
 - (f) die getal ure wat die werknemer op 'n Sondag of 'n betaalde vakansiedag gewerk het;
 - (g) die werknemer se loon;
 - (h) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
 - (i) besonderhede van enige berag wat afgetrek is; en
 - (j) die netto bedrag wat aan die werknemer betaal word;
- en sodanige koevert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat —

(i) die besonderhede hierbo voorgeskryf, in kodevorm of sodanige koevert of houer of sodanige 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 skriftelike toestemming van 'n werknemer, die bedrag aan hom verskuldig, in sy bouvereniging- of bankrekening gestort kan word deur sy werkgever, wat voornoemde staat aan hom moet oorhandig;

(iii) die inligting met betrekking tot paragrawe (d), (e) en (f) nie verstrek hoef te word nie ten opsigte van 'n werknemer wat ingevolge klousule 5 (8) (a) van die werkurebepalings uitgesluit is.

(2) *Los werknemers, skeepsekuriteitsbeampies en vragsekuriteitsbeampies.* — 'n Werkgever moet 'n los werknemer, 'n skeepsekuriteitsbeampie of 'n vragsekuriteitsbeampie die besoldiging aan hom verskuldig in kontant by die beëindiging van elke dag se diens betaal: Met dien verstande dat, op versoek van sodanige werknemer, die werkgever hom sy besoldiging aan die einde van die week kan betaal.

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

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

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

(6) *Aftrekkings.* — 'n Werkgever mag sy werknemer geen boetes op of enige bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, sieke-, mediese-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledegelde van 'n vakvereniging;

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

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

(d) whenever an employee is required by law or agrees to accept accommodation, meals or rations from his employer, a deduction not exceeding the following amounts:

	Per week R	Per month 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, a ship security officer or a cargo security officer's) hourly wage in respect of each hour of such reduction: Provided that—

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

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

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

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

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

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

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

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 carrier staff member—

(i) 48 in any week; 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 three quarters on any day;

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

(b) a security officer, other than a carrier staff member—

(i) 60 in any week; 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) enige bedrag wat 'n werkgewer regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;

(d) wanneer 'n werkgewer daartoe instem of daar regtens van hom vereis word om huisvesting, etes of rantsoene van sy werkgewer aan te neem, 'n bedrag van hoogstens—

	Per week R	Per maand R
(i) Huisvesting	3,00	13,00
(ii) Etes en/of rantsoene	1,50	6,50
(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, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte) se uurloon vir elke uur van sodanige vermindering: Met dien verstande dat—

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

(ii) geen aftrekking ten opsigte van korttyd wat deur 'n slapte in die bedryf 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 'n onklaar-raking van masjinerie of installasies 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 skriftelike toestemming van die werknemer, 'n bedrag wat die werkgewer betaal het of onderneem het om te betaal aan—

(i) 'n bankinstelling, bougenootskap, versekeringsonder-neming, plaaslike owerheid, geregistreerde finansiële instelling of die Staat ten opsigte van 'n betaling vir 'n lening wat aan sodanige werknemer toegestaan is om 'n woning aan te skaf;

(ii) enige organisasie of liggaam ten opsigte van die huur van 'n woning of huisvesting in 'n hostel wat deur sodanige werknemer geokkupeer word, indien sodanige woning of hostel deur bemiddeling van sodanige organisasie of liggaam verskaf is geheel of gedeeltelik uit fondse wat vir die doel voorgeskiet is deur die Staat of 'n liggaam in paragraaf (i) hiervan bedoel;

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

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 lid van die draerpersoneel—

(i) 48 in 'n week; en

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

(aa) nie meer as vyf dae per week werk nie, nege en 'n driekwart op 'n dag;

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

(b) 'n sekuriteitsbeampte, uitgesonderd 'n lid van die draerpersoneel—

(i) 60 in 'n week; en

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

(aa) nie meer as vyf dae per week werk nie, 12 op 'n dag;

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

(c) 'n *skeepskeuriteitsbeampte* of 'n *vragsekeuriteitsbeampte*, 12 op 'n dag;

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

(i) nie meer as vyf dae per week werk nie, nege en 'n kwart op 'n dag;

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

Met dien verstande dat indien sodanige werknemer die pligte verrig van—

(aa) 'n lid van die draerpersoneel, die ure in subparagraaf (1) bedoel, met 'n halfuur verleng kan word;

(ab) 'n *sekeuriteitsbeampte*, uitgesonderd 'n lid van die draerpersoneel, die ure in subparagrafe (i) en (ii) bedoel, tot onderskeidelik 12 en 10 uur verleng kan word;

(e) *enige ander werknemer*—

(i) 46 in 'n week; 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 'n dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op enige van die ander dae tot agt en 'n half verleng kan word.

(2) *Etenspouse*.— 'n Werkgewer mag nie van 'n werknemer, uitgesonderd 'n *los werknemer*, 'n *sekeuriteitsbeampte*, 'n *skeepskeuriteitsbeampte* of 'n *vragsekeuriteitsbeampte*, 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 en 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 skriftelik onderling ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort;

(b) werktidperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoudbepaling (a) of (e) van toepassing is, geag word aaneenlopend te wees;

(c) as sodanige pouse langer as een uur duur, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktid 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 of sy vrag te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;

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

(3) *Ruspouses*.— 'n Werkgewer moet, so na as doenlik aan die middel van die eerste en tweede werktidperk van die dag, aan elkeen van sy werknemers, uitgesonderd 'n drywer, 'n *sekeuriteitsbeampte*, 'n *skeepskeuriteitsbeampte* of 'n *vragsekeuriteitsbeampte*, 'n *respouse* van minstens 15 minute toestaan waarin daar nie van sodanige werknemers vereis en hy nie toegelaat mag word om werk te verrig nie, en daar word geag dat sodanige pouse deel van die gewone werkure van sodanige werknemer uitmaak.

(4) *Werkure moet agtereenvolgend wees*.— Behoudens subklousule (2) moet alle werkure van 'n werknemer, uitgesonderd 'n *skeepskeuriteitsbeampte* of 'n *vragsekeuriteitsbeampte*, 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 sodanige oortyd nie langer is nie as, in die geval van—

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

(c) a *ship security officer* or a *cargo security officer*, 12 on any day;

(d) a *casual employee* of an employer whose 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:

Provided that if such employee performs the duties of—

(aa) a carrier staff member, the hours referred to in paragraph

(i) may be extended by half an hour;

(ab) a security officer, other than a carrier staff member, the hours referred to in subparagraphs (i) and (ii) may be extended to 12 and 10, respectively;

(e) any other employee—

(i) 46 in any week; 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, other than a casual employee, a security officer, a ship security officer or a cargo security officer, 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) such interval may be reduced to not less than half an hour by written mutual agreement between an employer and his employee;

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

(c) such interval is longer than one hour, any period exceeding 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 no work other than being or remaining in charge of the vehicle or its load shall be deemed for the purposes of this subclause not to have worked during such interval;

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

(3) *Rest intervals*.— An employer shall grant to each of his employees, other than a driver, a security officer, a ship security officer or a cargo security officer, a rest interval of not less than 15 minutes as nearly as practicable in the middle of the first and second work period of the day, and during such 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 subclause (2), all hours of work of an employee, other than a ship security officer or a cargo security officer, on any day shall be consecutive.

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

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

(b) a security officer, a ship security officer or a cargo security officer, four hours on any day and 12 hours in any week;

(c) any other class of employee, 10 hours in any week.

(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) *Free periods.*—An employer shall grant an employee, other than a casual employee, a ship security officer and a cargo security officer, and such employee shall take, at least four free periods of 24 hours each in every four consecutive weeks of employment: Provided that—

(a) he shall not make any deduction from such employee's wages in respect of such free periods;

(b) an employer and such employee may agree that the free periods may accumulate over a period of not more than 12 consecutive weeks of employment and that, within one week after the expiry of the accumulation, the employee shall be granted and shall take not less than one work-day's leave on full pay for every free period not granted and taken;

(c) if at the request of his employer, an employee agrees to work during any free period in respect of which paragraph (b) does not apply, his employer shall remunerate him for such work as set forth in clause 8 (1) (b) read with clause 8 (4) if the free period falls on a paid holiday including a paid holiday which falls on a Sunday, or as set forth in clause 8 (2) (b) read with clause 8 (4) if the free period falls on any other day;

(d) if an employee's contract of service is terminated before all the free periods to which he became entitled in terms of this subclause have been granted and taken, his employer shall pay him not less than his daily wage for every such free period not granted and taken;

(e) if an employee ordinarily works on not more than five days in a week and is required or permitted to work on only one additional day in any week, he shall be deemed not to have worked during his free period in that week.

(8) *Savings.*—(a) This clause shall not apply to an employee if and for as long as such employee regularly receives a wage of—

(i) *not less than R2 000 per month* in the following areas:

The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, East London, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Kuils River, Nigel, Oberholzer, Paarl, Pietermaritzburg, Pinetown, Port Elizabeth, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Simon's Town, Somerset West, Springs, Stellenbosch, Strand, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonia, Wonderboom and Wynberg and the municipal areas of Bloemfontein, Kimberley, Odendaalsrus, Sasolburg, Virginia, Welkom and Witbank;

(ii) *not less than R1 850 per month* in the following areas:

The Magisterial Districts of Camperdown, George, Highveld Ridge, Klip River, Knysna, Lower Tugela, Lower Umfolozi, Mossel Bay, Newcastle, Oudtshoorn, Port Shepstone and Umzinto and the municipal areas of Bethlehem, King William's Town, Middelburg (Tvl), Nelspruit, Pietersburg, Potgietersrus, Queenstown and Rustenburg;

(iii) *not less than R1 700 per month* in any area referred to in clause 1 (2) but not mentioned in subparagraph (i) or (ii) above.

(b) Subclause (5) shall not apply to an employee wholly or mainly engaged in the tending, feeding or cleaning of animals.

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

(b) 'n sekuriteitsbeampte, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, vier uur op 'n dag en 12 uur in 'n week;

(c) enige ander klas werknemer, 10 uur in 'n week.

(6) *Betaling vir oortyd.*—(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, wat nie 10 uur in 'n week oorskry nie;

(ii) een en 'n half maal sy uurloon ten opsigte van die uur aldus deur sodanige werknemer gewerk wat 10 uur per week oorskry.

(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 aldus gewerk.

(7) *Vry periodes.*—'n Werkgewer moet 'n werknemer uitgesonderd 'n los werknemer, 'n skeepsekuriteitsbeampte en 'n vragsekuriteitsbeampte, in elke vier agtereenvolgende weke diens minstens vier vry periodes van 24 uur elk toestaan en sodanige werknemer moet sodanige vry periodes neem: Met dien verstande dat

(a) hy geen aftrekking van sodanige werknemer se loon ten opsigte van sodanige vry periodes mag maak nie;

(b) 'n werkgewer en sodanige werknemer kan ooreenkom dat die vry periodes kan oploop oor 'n tydperk van hoogstens 12 opeenvolgende weke diens en dat, binne een week na verstryking van die oploping, die werknemer minstens een werkdag verlof met volle betaling vir elke vry periode wat nie toegestaan en geneem is nie, toegestaan moet word en hy dit moet neem;

(c) indien 'n werknemer op versoek van sy werkgewer instem om gedurende 'n vry periode te werk ten opsigte waarvan paragraaf (b) nie van toepassing is nie, moet sy werkgewer hom vir sodanige werk besoldig soos uiteengesit in klousule 8 (1) (b), gelees met klousule 8 (4), indien die vry periode op 'n betaalde vakansiedag wat op 'n Sondag val, of soos uiteengesit in klousule 8 (2) (b), gelees met klousule 8 (4), indien die vry periode op enige ander dag val;

(d) indien 'n werknemer se dienskontrak beëindig word voordat al die vry periodes waarop hy ingevolge hierdie subklousule geregtig geword het, aan hom toegestaan en geneem is, sy werkgewer hom vir elke sondaige vry periode wat nie toegestaan en geneem is nie, minstens sy dagloon betaal;

(e) indien 'n werknemer gewoonlik op hoogstens vyf dae in 'n week werk en daar van hom vereis word of hy toegelaat word om op net een bykomende dag in 'n week te werk, daar geag moet word dat hy gedurende sy vry periode in daardie week gewerk het.

(8) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing nie op 'n werknemer solank as wat hy gereeld 'n loon ontvang—

(i) *van minstens R2 000 per maand* in die volgende gebiede:

Die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Oos-Londen, Paarl, Pietermaritzburg, Pinetown, Port Elizabeth, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Somerset-Wes, Springs, Stellenbosch, Strand, Uitenhage, Vanderbijlpark, Vereeniging, Westonia, Wonderboom en Wynberg en die munisipale gebiede van Bloemfontein, Kimberley, Odendaalsrus, Sasolburg, Virginia, Welkom en Witbank;

(ii) *van minstens R1 850 per maand* in die volgende gebiede:

Die landdrosdistrikte Camperdown, George, Hoëveldrif, Kliprivier, Knysna, Lower Tugela, Lower Umfolozi, Mosselbaai, Newcastle, Oudtshoorn, Port Shepstone en Umzinto en die munisipale gebiede van Bethlehem, King William's Town, Middelburg (Tvl), Nelspruit, Pietersburg, Potgietersrus, Queenstown en Rustenburg;

(iii) *van minstens R1 700 per maand* in enige gebied in klousule 1 (2) genoem maar wat nie in subparagraph (i) en (ii) ingesluit is nie.

(b) Subklousule (5) is nie van toepassing nie op 'n werknemer wat hoofsaaklik of gedeeltelik in diens is vir die versorging, voeding of skoonmaak van diere.

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

6. ANNUAL LEAVE

(1) Subject to subclause (3), an employer shall grant to his employee, other than a casual employee, a ship security officer or a cargo security officer, and the employee shall take, in respect of each completed period of 12 months of employment with the employer, leave as follows:

(a) To a security officer whose ordinary hours of work—

(i) 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;

(ii) 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;

(b) to any other employee who normally works on—

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

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

(2) (a) The employer shall pay his employee in respect of the leave prescribed in subclause (1), in the case of an employee referred to in—

(aa) subclauses (1) (a) (i) and (1) (b), an amount of not less than three times;

(ab) subclause (1) (a) (ii) an amount of not less than four times, the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced.

(b) An employee who before subclause (1) became effective had become entitled to a longer period of annual leave than is therein prescribed, shall retain such leave entitlement while employed by the same employer.

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

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

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

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

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

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

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

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

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

(b) Subclause (3) shall *mutatis mutandis* apply to the leave referred to in this subclause.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (3) moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, ten opsigte van elke voltooide tydperk van 12 maande diens by die werkgewer, verlof verleen en die werknemer moet die verlof neem, soos volg:

(a) Aan 'n sekuriteitsbeampte wie se gewone werkure—

(i) nie 48 in 'n week oorskry nie en wat gewoonlik op—

(aa) nie meer as vyf dae in 'n week werk nie, 15 agtereenvolgende werkdade;

(ab) meer as vyf dae in 'n week werk, 18 agtereenvolgende werkdade;

(ii) 48 in 'n week oorskry en wat gewoonlik op—

(aa) nie meer as vyf dae in 'n week werk nie, 20 agtereenvolgende werkdade;

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

(b) aan enige ander werknemer wat gewoonlik op—

(i) nie meer as vyf dae in 'n week werk nie, 15 agtereenvolgende werkdade;

(ii) meer as vyf dae in 'n week werk, 18 agtereenvolgende werkdade.

(2) (a) Die werkgewer moet aan sy werknemer ten opsigte van die verlof voorgeskryf in subklousule (1), in die geval van 'n werknemer bedoel in—

(aa) subklousules (1) (a) (i) en (1) (b), 'n bedrag van minstens drie maal;

(ab) subklousule (1) (a) (ii), 'n bedrag van minstens vier maal, die weekloon betaal wat die werknemer onmiddellik voor die aanvangsdatum van die verlof ontvang het.

(b) 'n Werknemer wat voor die inwerkingtreding van subklousule (1) geregtig geword het op 'n langer tydperk van jaarlikse verlof as wat daarin voorgeskryf word, behou sodanige verlofgeregtigheid terwyl hy by dieselfde werkgewer in diens is.

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

(a) as sodanige verlof nie eerder verleen is nie, dit, behoudens subklousule (4), so verleen en geneem moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet verleen en die werknemer sodanige verlof moet neem met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

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

(i) siekteverlof wat ingevolge klousule 7 toegestaan is of met afwesigheid van werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b) en wel tot 'n totaal, in enige tydperk van 12 maande, van hoogstens 15 weke;

(ii) enige tydperk waarin die werknemer kennisgewing van diensbeëindiging ingevolge klousule 11 uitdien; of

(iii) enige tydperk waartydens die werknemer militêre diens verrig;

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

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

(i) dat 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) dat die werkgewer 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 (3) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

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

(6) 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) (i) or (1) (b), one fourth, and

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

of the weekly wage he was receiving immediately before the date of such termination: Provided that—

(i) an employer may make a proportionate deduction in respect of any period of occasional leave granted to an employee in terms of proviso (c) to subclause (3);

(ii) an employee who leaves his employment without having given and served the period of notice prescribed in clause 11 shall be entitled to claim payment in terms of this subclause in respect of only such amount of accrued leave money as exceeds the amount he was required to pay his employer in lieu of notice, unless—

(aa) the employer has waived such notice or the employee has paid the employer upon termination or prior to termination of service in lieu of notice; or

(ab) in failing to give and serve such notice the employee was acting within his legal rights.

(7) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (4), 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.

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

(a) 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 11;

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

(i) on leave in terms of this clause;

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

(iii) at the instance of his employer; and

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

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

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

(ab) an employee who was in employment before this Determination became effective 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 effective, whichever is the later.

7. SICK LEAVE

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

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

(5) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (4) moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word of, op skriftelike versoek van die werknemer, uiterlik op die eerste betaaldag na verstryking van die verloftydperk.

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

(a) subklousule (1) (a) (i) of (1) (b), een kwart; en

(b) subklousule (1) (a) (ii), een derde,

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat—

(i) 'n werkgever ten opsigte van enige tydperk geleentheidsverlof wat aan sy werknemer toegestaan is kragtens voorbehoudsbepaling (c) van subklousule (3) 'n eweredige bedrag kan aftrek;

(ii) 'n werknemer wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 11 voorgeskryf word, geregtig is om betaling te eis kragtens hierdie subklousule slegs ten opsigte van die bedrag opgeloopte verlofgeld wat die bedrag oorskry wat hy sy werkgever in plaas van kennis moes betaal, tensy—

(aa) die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer die werkgever by of voor diensbeëindiging betaal het in plaas van kennis; of

(ab) hy deur te versuim om sodanige kennis te gee of gedurende die tydperk te werk, binne sy wetlike regte gehandel het.

(7) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (4), 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.

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

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

(b) enige tydperk van altesaam hoogstens 15 weke in enige tydperk van 12 maande wat 'n werknemer afwesig is—

(i) met verlof ingevolge hierdie klousule;

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

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

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

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

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

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

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

7. SIEKTEVERLOF

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

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

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

sick leave in the aggregate during each cycle of 36 consecutive months of employment with him, and shall pay the employee in respect of any period of absence in terms of this subclause his full pay, that is, not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first cycle of 36 months of employment, an employee shall be entitled to sick leave on full pay at a rate of not less than, in the case of an employee who works on not more than five days in a week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;

(ii) if in the first cycle of 36 months of employment, an employee is absent owing to incapacity for longer than the number of days of paid sick leave he is entitled to at the time in terms of subparagraph (i), his employer shall not, at that stage, be required to effect any payment in respect of the excess sick leave taken. However, if he has not previously done so the employer shall at the end of the first cycle of 36 months of employment pay the employee an amount equal to not less than the difference between the sick leave payment made earlier and the employee's wage for the full period of his incapacity up to a maximum of 30 work-days, as the case may be. Such compensation shall be effected at the rate of the employee's wage at the commencement of his incapacity: Provided that where the contract of employment terminates before the end of the said first cycle the employee shall be entitled to claim payment from his employer of an amount equal to the difference between the sick leave pay already received and his wage for the full period of his incapacity up to a maximum of one work-day's leave for each completed period of five weeks of employment if the employee ordinarily worked on not more than five days in a week, or one work-day's leave for each completed month of employment if he ordinarily worked on more than five days in a week;

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

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work—

(a) for more than two consecutive work-days; or

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

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 purpose of this clause the expression—

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

(i) any period amounting in the aggregate to not more than 30 weeks in any cycle of 36 months, 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 service; and

(b) in die geval van enige ander werknemer, altesaam minstens 36 werkdade;

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

(i) 'n werknemer gedurende die eerste kringloop van 36 maande diens geregtig is op siekteverlof met volle betaling van minstens, in die geval van 'n werknemer met 'n werkweek van hoogstens vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(ii) indien 'n werknemer gedurende die eerste tydkring van 36 maande diens afwesig is vir langer as die getal dae betaalde siekteverlof waarop hy kragtens subparagraaf (i) geregtig is, word daar nie in daardie stadium van sy werkgever vereis om enige betaling ten opsigte van die langer siekteverlof wat geneem is, te doen nie. Indien hy dit nog nie voorheen gedoen het nie, moet die werkgever egter aan die einde van die eerste tydkring van 36 maande diens die werknemer 'n bedrag betaal gelyk aan minstens die verskil tussen die siekteverlofbetaling wat vroeër gedoen is en die werknemer se loon vir die volle tydperk van sy ongeskiktheid, tot 'n maksimum van 30 werkdade of 36 werkdade, na gelang van die geval. Sodanige vergoeding geskied teen die koers van die werknemer se loon by die begin van sy ongeskiktheid: Met dien verstande dat indien die dienskontrak voor die einde van genoemde eerste tydkring ten einde loop, die werknemer geregtig is om betaling van sy werkgever te eis vir 'n bedrag gelyk aan die verskil tussen die siekteverlofbetaling wat hy reeds ontvang het en sy loon vir die volle tydperk van sy ongeskiktheid, tot 'n maksimum van een werkdag verlof vir elke voltooide tydperk van vyf weke diens indien die werknemer gewoonlik op hoogstens vyf dae in 'n week gewerk het, of een werkdag verlof vir elke voltooide maand diens indien hy gewoonlik op meer as vyf dae in 'n week gewerk het;

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

(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 betaalde vakansiedag;

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 by twee of meer geleenthede besoldiging ingevolge hierdie klousule ontvang het gedurende enige tydperk van hoogstens agt weke sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige voorval van hom mag vereis om so 'n sertifikaat voor te lê ten opsigte van enige afwesigheid van werk;

(3) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1) of as gevolg van ongeskiktheid in die omstandighede in subklousule (4) uiteengesit

wat in enige periode van 36 maande altesaam hoogstens 30 weke beloop;

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre diens:

Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande sodanige diens in een sodanige tydperk van 12 maande diens te eis nie;

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

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

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

(a) to an employee at whose written request an employer makes contributions at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee, in the event of his incapacity in the circumstances set out in this clause, the payment to him of an amount not less than that payable in terms of subclause (1);

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

8. PAID HOLIDAYS AND SUNDAYS

(1) *Compensation for work on a paid holiday.* — (a) Whenever an employee, other than a casual employee, a ship security officer or a cargo security officer, *does not work* on a paid holiday 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 his daily wage.

(b) Whenever an employee, other than a casual employee, a ship security officer or a cargo security officer, *works* on a paid holiday his employer shall pay him in respect of that day—

(i) an amount calculated at a rate of not less than double his wage in respect of the total period worked by him on such day or double his daily wage, whichever is the greater; or

(ii) an amount calculated at a rate of not less than one and a third times his hourly wage in respect of the total period 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 his daily wage.

(2) *Compensation for work on a Sunday.* — (a) Whenever an employee, other than a casual employee, a ship security officer or a cargo security officer, *works* on a Sunday and that day is also a paid holiday, his employer shall compensate him for such work on the basis set out in subclause (1) (b).

(b) Whenever an employee, other than a casual employee, a ship security officer or a cargo security officer, *works* on a Sunday which is not also a paid holiday, his employer shall pay him—

(i) if he so works for not more than four hours, an amount equal to at least his daily wage; or

(ii) if he so works for longer than four hours, an amount calculated at a rate of not less than double his hourly wage in respect of the total period worked by him on such Sunday, or an amount of not less than double his daily wage, whichever is the greater; or

(iii) an amount calculated at a rate of not less than one and a third times his hourly wage in respect of the total period worked by him on such Sunday and grant to him, within seven days of such Sunday, on day's leave and pay him in respect of such leave an amount of not less than his daily wage.

(3) *Compensation for work during a free period.* — See clause 5 (7).

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

(a) partly on a paid holiday and partly on a Sunday; or

(b) partly on a paid holiday and partly on an ordinary work-day; or

(iii) enige tydperk van diens by dieselfde werkgever onmiddellik voordat hierdie vasstelling bindend geword het. Met dien verstande dat alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag word ingevolge hierdie vasstelling verleen te wees;

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligte siekte soos omskryf in artikel 2 van die Ongevalwet, 1941 (Wet 30 van 1941), as ongeskiktheid beskou word slegs gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

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

(a) op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer betaal, aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, 'n bedrag van minstens gelyk aan dit wat kragtens subklousule (1) betaalbaar is, aan hom betaal sal word;

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

8. BETAALDE VAKANSIEDAE EN SONDAE

(1) *Vergoeding vir werk op 'n betaalde vakansiedag.* — (a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, *nie* op 'n betaalde vakansiedag *werk* *nie* en sodanige dag op 'n dag val wat vir hom andersins 'n gewone werkdag is, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag wat nie minder as sy dagloon is nie, betaal.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, op 'n betaalde vakansiedag *werk*, moet sy werkgever hom ten opsigte van daardie dag betaal—

(i) 'n bedrag bereken teen 'n koers van minstens dubbel sy loon ten opsigte van die volle tydskuur wat hy op sodanige dag werk of dubbel sy dagloon, watter bedrag ook al die grootste is; of

(ii) 'n bedrag bereken teen 'n koers van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydskuur 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 betaal wat nie minder as sy dagloon is nie.

(2) *Vergoeding vir werk op 'n Sondag.* — (a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, op 'n Sondag werk en sodanige dag ook 'n betaalde vakansiedag is, moet sy werkgever hom vir sodanige werk vergoed op die grondslag uiteengesit in subklousule (1)(b).

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, op 'n Sondag werk wat nie 'n betaalde vakansiedag is nie moet sy werkgever hom—

(i) indien hy hoogstens vier uur aldus werk, 'n bedrag minstens gelyk aan sy dagloon betaal; of

(ii) indien hy langer as vier uur aldus werk, 'n bedrag betaal, bereken teen 'n koers van nie minder nie as dubbel sy uurloon ten opsigte van die volle tydskuur wat hy op sodanige Sondag werk of 'n bedrag gelyk aan minstens dubbel sy dagloon, watter ook al die grootste is; of

(iii) 'n bedrag betaal bereken teen 'n koers van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydskuur wat hy op sodanige Sondag werk en aan hom binne sewe dae na daardie Sondag een dag verlof toestaan en ten opsigte van sodanige verlof hom 'n bedrag wat nie minder as sy dagloon is nie betaal.

(3) *Vergoeding vir werk gedurende 'n vry periode.* — (Kyk klousule 5 (7)).

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

(a) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n Sondag val; of

(b) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n gewone werkdag val; of

(c) partly on a Sunday and partly on an ordinary work-day,

he shall for the purposes of this clause be deemed to have worked the whole period on the day on which the major portion of such work period falls.

(5) *Compensation to a casual employee, a ship security officer or a cargo security officer for work on a paid holiday or a Sunday.* — (a) Whenever a casual employee works on a paid holiday or on a Sunday, his employer shall pay him in respect of the total period worked by him on such day an amount calculated at a rate of not less than double the hourly wage prescribed for, or double the hourly wage being paid to, a full-time employee in the same area who performs the same class of work as the casual employee is required to do, whichever is the greater: Provided that where the employer requires a casual employee—

(i) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "hourly wage" shall mean the hourly wage for a qualified employee of that class as calculated in terms of clause 3 (4);

(ii) to work for less than four hours on such day, he shall be deemed to have worked for four hours;

(b) Whenever a ship security officer or a cargo security officer works on a paid holiday or on a Sunday, his employer shall pay him in respect of the total period worked by him on such day an amount calculated at a rate of not less than double his hourly wage.

(6) *Payment.* — The remuneration payable in terms of this clause to an employee, other than a casual employee, a ship security officer or a cargo security officer, shall be paid to him not later than the payday immediately after the day in respect of which such remuneration is payable. A casual employee, a ship security officer or a cargo security officer, shall be remunerated as set out in clause 4 (2).

(7) *Savings.* — This clause, except subclause (1) (a), shall not apply to an employee referred to in clause 5 (8) (a).

9. WEAPONS, UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall—

(a) provide free of charge any weapon, ammunition, tool, whistle or other equipment which a security officer, in the performance of his duties, needs or is required to use for self-defence or apprehension; and shall in like manner provide the officer with, or ensure that he is provided with, a seat which has a proper back support;

(b) supply and maintain in good and clean condition, free of charge, a jersey and coat or other suitable outer garment for the employee's protection against cold or wet weather, as well as any gumboots, uniform, overall, or other protective clothing which he provides his employee with or which he is required by any law to provide for his employee: Provided that an employer who provides his employee with any such apparel, may require the employee to clean it in his own time, in which event the employer shall pay the employee an allowance of not less than R1,15 per week, which shall however not be payable during periods of absence from work.

(2) Any article provided by an employer in terms of subclause (1) shall remain his property.

10. PROHIBITION OF EMPLOYMENT

An employer shall not—

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

(2) require or permit a pregnant employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement.

11. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee, a ship security officer or a cargo security officer, 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,

(c) gedeeltelik op 'n Sondag en gedeeltelik op 'n gewone werkdag val,

moet daar vir die doeleindes van hierdie klousule geag word dat die hele tydperk wat hy werk op dié dag val waarop die grootste gedeelte van die tyd wat hy werk, val.

(5) *Vergoeding aan 'n los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte vir werk op 'n betaalde vakansiedag of 'n Sondag.* — (a) Wanneer 'n los werknemer op 'n betaalde vakansiedag of 'n Sondag werk, moet sy werkgever hom ten opsigte van die volle tydskuur wat hy op sodanige dag werk, 'n bedrag betaal bereken teen 'n koers van minstens dubbel die voorgeskrewe uurloon vir, of dubbel die uurloon wat betaal word aan 'n voltydse werknemer in dieselfde gebied wat dieselfde klas werk verrig as wat van die los werknemer vereis word, watter bedrag ook al die grootste is: Met dien verstande dat waar die werkgever van 'n los werknemer vereis—

(i) om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "uurloon" die uurloon vir 'n gekwalifiseerde werknemer van daardie klas beteken, soos bereken ingevolge klousule 3 (4);

(ii) om vir 'n tydskuur van minder as vier uur op 'n dag te werk, daar geag word dat hy vier uur gewerk het.

(b) Wanneer 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte op 'n betaalde vakansiedag of 'n Sondag werk, moet sy werkgever hom ten opsigte van die volle tydskuur wat hy op sodanige dag werk, 'n bedrag betaal bereken teen 'n koers van minstens dubbel sy uurloon.

(6) *Betaling.* — Die besoldiging wat ingevolge hierdie klousule aan 'n werknemer uitgesonderd 'n los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, betaalbaar is, moet aan hom uitbetaal word nie later nie as die eersvolgende betaaldag na die dag ten opsigte waarvan die besoldiging betaalbaar is. 'n Los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte moet betaal word soos in klousule 4 (2) bepaal.

(7) *Voorbehoudsbepaling.* — Uitgesonderd subklousule (1) (a), is hierdie klousule nie van toepassing nie op 'n werknemer in klousule 5 (8) (a) vermeld.

9. WAPENS, UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgever moet—

(a) enige wapen, ammunisie, gereedschap, fluitjie of ander uitrusting wat 'n sekuriteitsbeampte in die uitvoering van sy pligte nodig het of vir selfverdediging of inhegtenisneming moet gebruik, gratis verskaf, en moet op dieselfde wyse sodanige beampte van 'n stoel of enige ander sitplek met 'n behoorlike steun vir die rug voorsien of verseker dat hy daarvan voorsien is;

(b) 'n trui, jas of enige ander geskikte boklere om die werknemer teen koue en nat weer te beskerm, asook enige rubberstewels, uniform, oorpak of ander beskermende kleren wat hy aan sy werknemer voorsien of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou: Met dien verstande dat 'n werkgever wat sy werknemer van enige sodanige kledingstuk voorsien, van die werknemer kan vereis om dit in sy eie tyd skoon te maak, in welke geval die werkgever aan die werknemer 'n toelae van minstens R1,15 per week moet betaal. Die toelae is egter nie betaalbaar tydens tydperke van afwesigheid van werk nie.

(2) Enige artikel wat ingevolge subklousule (1) deur 'n werkgever voorsien is, bly sy eiendom.

10. VERBOD OP INDIENSNEMING

'n Werkgever mag nie—

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

(2) van 'n swanger werknemer vereis of haar toelaat om gedurende die tydperk vanaf vier weke voor die verwagte datum van haar bevalling tot agt weke na haar bevalling te werk nie.

11. BEÏNDIGING VAN DIENSKONTRAK

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

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

(b) after the first four weeks of employment, not less than one week's notice of termination of contract, which shall be in writing except when given by an employee who is unable to write, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than, in the case of—

(i) one work-day's notice, the daily wage,

(ii) one week's notice, the weekly wage,

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

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

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

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

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

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

(3) The notice prescribed in subclause (1) shall be given on any work-day: Provided that the period of notice shall not run concurrently with nor shall payment in lieu of notice be made in respect of a period running concurrently with 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) Notwithstanding anything to the contrary contained in this determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that this subclause shall not apply where the employer had waived the required period of notice or if in failing to give and serve the notice the employee was acting within his legal rights.

12. CERTIFICATE OF SERVICE

Except where an employee deserts or where the employee is a casual employee, a ship security officer or a cargo security officer, 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.

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

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

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

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

Met dien verstande dat—

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

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

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

nie hierdeur geraak word nie: Voorts met dien verstande dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd en die werkgewer hom betaal in plaas van kennis te gee, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek 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 afwesighede altesaam hoogstens 15 weke in enige tydperk van 12 agtereenvolgende maande diens by dieselfde werkgewer behoort; en

(b) vir militêre diens, behalwe waar die werknemer anders versoek en die werkgewer skriftelik daartoe instem.

(4) Ondanks andersluidende bepalinge in hierdie vasstelling wanneer 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om die vereiste tydperk kennis te gee en uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, mag sy werkgewer uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie vasstelling skuld, hom 'n bedrag toeëien van hoogstens dit wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat hierdie subklousule nie van toepassing is nie waar die werkgewer afstand gedoen het van die vereiste tydperk van kennisgewing of die werknemer deur te versuim om sodanige kennis te gee of gedurende die tydperk te werk, binne sy wetlike regte gehandel het.

12. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte is, moet die werkgewer by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik die volgende vorm het, waarin die volle name van die werkgewer 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.

CERTIFICATE OF SERVICE

I
 rendering Security Services at
 hereby certify that Identity No
 was employed by me from the day of 19.....
 to the day of 19.....
 as (*).....
 At the termination of employment this employee's wage was R.....

Signature of employer or
authorised representative

Date

(*) State class in which employee was wholly or mainly engaged, eg clerk, security officer grade D, general worker.

13. 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 number of vehicle.....
 Time of starting work.....
 Breaks: From to
 From to
 From to
 Time of finishing work
 Number of hours worked
 Meal interval 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 day's work to which it relates deliver a copy thereof to his employer.

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

14. ATTENDANCE REGISTER

(1) An employer shall provide in his establishment an attendance register substantially in the following form, 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) in the presence of a person nominated by the employee, and shall sign such entries:

DIENSSERTIFIKAAT

Ek,
 wat sekuriteitsdienste lewer te
 verklaar hierby dat , Identiteitsno.
 in my diens was van die dag van
 19..... tot die dag van
 19..... as (*)
 By diensbeëindiging was hierdie werknemer se loon R.....

(Handtekening van werkgewer of gemag-
tigde verteenwoordiger
 Datum.....

(*) Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, sekuriteitsbeampte graad D, algemene werker.

13. LOGBOEK

(1) 'n Werkgewer moet sy drywer van 'n logboek, so ver prakties moontlik in die volgende vorm, voorsien:

DAAGLIKSE LOGBOEKINSKRYWINGS

Naam van werkgewer.....
 Naam van drywer
 Datum.....
 Registrasienuommer van voertuig
 Tyd wat werk 'n aanvang geneem het
 Rus-
 poue: Van tot
 Van tot
 Van tot
 Tyd wat werk voltooi is.....
 Getal ure gewerk
 Etenspouse vanaf tot
 Besonderhede van 'n ongeluk of vertraging
 Naam (name) van wat werknemer(s) drywer vergesel

(Handtekening van drywer)
 Datum.....

(2) Elke drywer moet, in die logboek in subklousule (1) bedoel, 'n log in duplo hou van elke dag se werk en moet binn 24 uur na voltooiing van die dag se werk waarmee dit in verband staan, 'n afskrif daarvan aan sy werkgewer voorsien.

(3) Elke werkgewer moet 'n afskrif van die daaglikse log wat ingevolge subklousule (2) aan hom gelewer is, vir 'n tydperk van minstens drie jaar na sodanige lewering hou.

14. BYWONINGSREGISTER

(1) 'n Werkgewer moet in sy bedryfsinrigting 'n bywoningsregister 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) in die teenwoordigheid van 'n persoon deur die werknemer genomineer, maak, en sodanige inskrywings onderteken:

ATTENDANCE REGISTER

(Name of employee)

(Class of employee)

Entries to be made by employee

Remarks (if any)

Year..... Month.....		Time of commencing work	Intervals off work						Time of finishing work	Overtime worked		Total num- ber of hours		Signature	By employee	By employer, if employee was absent. Reasons for his absence (to be signed by employer)	By inspector
Date	Day of week		Off	On	Off	On	Off	On		On	Off	Each day	Each week				
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
12																	
13																	
14																	
15																	
16																	
17																	
18																	
19																	
20																	
21																	
22																	
23																	
24																	
25																	
26																	
27																	
28																	
29																	
30																	
31																	

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

BYWONINGSREGISTER

(Naam van werknemer)

(Klas van werknemer)

Inskrywings wat deur die werknemer gemaak word

Opmerkings (as daar is)

Jaar		Tyd wat werk 'n aanvang neem	Pouses						Tyd wat werk vol- tooi is	Oortyd gewerk		Totale getal ure		Handte- kening	Deur werk- nemer	Deur werkgewer indien werknemer afwesig was. Redes vir sy afwesigheid (moet deur werkgewer onderteken word)	Deur inspek- teur
Maand	Datum		Af	Op	Af	Op	Af	Op		Op	Af	Elke dag	Elke week				
	1																
	2																
	3																
	4																
	5																
	6																
	7																
	8																
	9																
	10																
	11																
	12																
	13																
	14																
	15																
	16																
	17																
	18																
	19																
	20																
	21																
	22																
	23																
	24																
	25																
	26																
	27																
	28																
	29																
	30																
	31																

Opmerking. — Onder die opskrifte "Af" en "Op" in die kolom waar daar na ruspouse verwys word, vul in tyd wat ruspouse 'n aanvang neem en tyd wanneer werk hervat word. 'n Werknemer word geag by die werk te wees vir 'n ruspouse in sy werk indien die werknemer vir die volle duur van die ruspouse nie vry is om die bedryfsinrigting te verlaat nie.

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

No. Name and class of employee
Week ended

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

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

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

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

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

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

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

(5) This clause shall not apply to—

- (a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (8) (a);
- (b) 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 412, published under Government Notice No. R. 1466 of 17 July 1981, as amended by Government Notice Nos. R. 2105 of 30 September 1983 and R. 1246 of 27 June 1986.)

(2) 'n Werkgewer kan, in plaas van 'n bywoningsregister, 'n semi-automatiese tydopnemer verskaf, tesame met die nodige kaarte, sover moontlik in die volgende vorm, en aan elke werknemer so 'n kaart verskaf wat die naam of nommer van die werknemer aandui asook die datum waarop die week eindig ten opsigte waarvan dit gebruik moet word:

No. Naam van werknemer
Klas van werknemer Week geëindig 19

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

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

(a) met ink of inktlood in sidanige bywoningsregister in subklousule (1) bedoel, aanteken—

- (i) die dag van die week;
- (ii) die tyd waarop hy begin werk het;
- (iii) die tyd waarop alle etens- en ander pouses wat nie as gewone werkure beskou kan word nie, begin en eindig;
- (iv) die tyd waarop die werk vir die dag voltooi is;
- (v) die tyd waarop oortyd op die dag gewerk is, 'n aanvang geneem het en voltooi is;
- (vi) die totale aantal ure gewerk vir die dag; en
- (vii) sy handtekening;

(b) in 'n bedryfsinrigting waar 'n semi-automatiese tydopnemer verskaf is, 'n inskrywing maak deur middel van sodanige opnemer op 'n kaart wat voorsien is ingevolge subklousule (2) en wat die volgende aandui:

- (i) Die tyd waarop hy begin werk het;
- (ii) die tyd waarop alle etens- en ander pouses wat nie as gewone werkure beskou kan word nie, begin en eindig;
- (iii) die tyd waarop die werk vir die dag voltooi is.

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

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

- (a) 'n werknemer wat uitgesluit is van die werkurebepalings kragtens klousule 5 (8) (a);
- (b) 'n drywer en 'n werknemer wat sodanige drywer vergesel.

(Kennisgewing. — Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvaststelling in die bostaande Bylae Loonvaststelling 412, gepubliseer by Goewermenskennisgewing No. R. 1466 van 17 Julie 1981, soos gewysig by Goewermenskennisgewing Nos. R. 2105 van 30 September 1983 en R. 1246 van 27 Junie 1986.)

CONTENTS			INHOUD		
No.	Page No.	Gazette No.	No.	Bladsy No.	Koerant No.
GOVERNMENT NOTICE			GOEWERMENTSKENNISGEWING		
Manpower, Department of			Mannekrag, Departement van		
<i>Government Notice</i>			<i>Goewermentskennisgewing</i>		
Wage Act (5/1957): Wage Determination			Loonwet (5/1957): Loonvasstelling 460:		
460: Security Services, Certain Areas.....	1	11821	Sekuriteitsdienste, Sekere Gebiede	1	11821