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GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR

No. R. 568

6 April 1996

LABOUR RELATIONS ACT, 1956

SECURITY SERVICES TRADE: ORDER

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 51A (3) of the Labour Relations Act, 1956, determine that the provisions of the Order made by me in terms of section 51A (2) of that Act in respect of the Security Services Trade and which appears in the Schedule hereto, shall be binding with effect from the second Monday after the date of publication of this notice, in the areas specified in clause 1 (2) of the Order and upon all employers and employees in the said Trade who are affected thereby.

T. T. MBOWENI
Minister of Labour

37370—A

DEPARTEMENT VAN ARBEID

No. R. 568

6 April 1996

WET OP ARBEIDSVERHOUDINGE, 1956

SEKURITEITSDIENSTEBEDRYF: ORDER

Ek, Tito Titus Mboweni, Minister van Arbeid, bepaal hierby, kragtens artikel 51A (3) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Order wat ek kragtens artikel 51A (2) van daardie Wet ten opsigte van die Sekuriteitsdiensbedryf gemaak het en wat in die Bylae hiervan verskyn, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing bindend is in die gebiede vermeld in klousule 1 (2) van die Order en vir alle werkgewers en werknemers in genoemde Bedryf wat daardeur geraak word.

T. T. MBOWENI
Minister van Arbeid

17089—1

SCHEDULE

1. AREA AND SCOPE OF APPLICATION

(1) This Order 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 manager as defined in subclause (5).

(2) **Areas:**

Eastern Cape: The Magisterial Districts of East London, King William's Town, Port Elizabeth, Queenstown and Uitenhage.

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

Gauteng: The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom.

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

Mpumalanga: The Magisterial Districts of Highveld Ridge, Middelburg, Nelspruit and Witbank.

Northern Cape: The Magisterial District of Kimberley.

Northern Province: The Magisterial Districts of Pietersburg and Potgietersrus.

North-West: The Magisterial Districts of Klerksdorp, Potchefstroom and Rustenburg.

Western Cape: The Magisterial Districts of Bellville, George, Goodwood, Knysna, Kuils River, Mossel Bay, Oudtshoorn, Paarl, Simon's Town, Somerset West, Stellenbosch, Strand, The Cape and Wynberg.

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

(5) **"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 any employee in the same establishment who relieves or acts for a manager during his absence.

2. DEFINITIONS

For the purposes of this Order, unless the context otherwise indicates, any expression used therein which is defined in the Labour Relations Act, 1956, 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 employed 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; (43)
- (2) **"artisan"** means an employee who has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who holds a certificate issued or deemed to have been issued to him by the Registrar of Manpower Training and conferring artisan status on him in terms of that Act, and any other employee engaged in work normally performed by an artisan except where specifically otherwise provided in this Order; (2)
- (3) **"cargo security officer"** means an employee who guards cargo on a ship; (44)
- (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); (20)
- (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; (23)
- (6) **"category A"** in relation to a security officer, means an employee whose ordinary hours of work do not exceed 48 in a week; (13)
- (7) **"category B"** in relation to a security officer, means an employee whose ordinary hours of work exceed 48 in a week; (14)

BYLAE

1. GEBIED EN OMVANG VAN DIE AANSOEK

(1) Hierdie Order is van toepassing in die gebiede in subklousule (2) vermeld op elke werkgewer 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 'n bestuurder soos in subklousule (5) omskryf.

(2) **Gebiede:**

Oos-Kaap: Die landdrostdistrikte King William's Town, Oos-Londen, Port Elizabeth, Queenstown en Uitenhage.

Vrystaat: Die landdrostdistrikte Bethlehem, Bloemfontein, Hennenman, Odendaalsrus, Sasolburg, Virginia en Welkom.

Gauteng: Die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom.

KwaZulu/Natal: Die landdrostdistrikte Camperdown, Chatsworth, Durban, Inanda, Kliprivier, Laer Tugela, Laer Umfolozi, Newcastle, Pietermaritzburg, Pinetown, Port Shepstone en Umzinto.

Mpumalanga: Die landdrostdistrikte Hoëveldrif, Middelburg, Nelspruit en Witbank.

Noord-Kaap: Die landdrostdistrik Kimberley.

Noordelike Provinsie: Die landdrostdistrikte Pietersburg en Rustenburg.

Noordwes: Die landdrostdistrikte Klerksdorp, Potchefstroom en Rustenburg.

Wes-Kaap: Die landdrostdistrikte Bellville, Die Kaap, George, Goodwood, Knysna, Kuilsrivier, Mosselbaai, Oudtshoorn, Paarl, Simonstad, Somerset-Wes, Stellenbosch, Strand en Wynberg.

(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 vervoer word.

(4) **"Perseei"** 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.

(5) **"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 Order, tensy die sinsverband anders aandui, het elke uitdrukking daarin wat in die Wet op Arbeidsverhoudinge, 1956, 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; (c)

(b) batterye verwyder, volmaak of terugplaas; (q)

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

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

(e) brandstoftenks vul of oliebakke leegtap of vul; (j)

(f) deure of venters oop- of toemaak; (m)

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

(h) handdoeke, seep of toiletpapier vervang;

(i) honde voed of versorg;

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

(k) houers of pakkette stemper 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;

- (8) **"clerical assistant"** means an employee, other than a security officer grade A, B, C, D or E, 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; (h)
 - (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; (c)
 - (c) filing documents according to written instructions or a list, in alphabetical or numerical order or according to colour; (e)
 - (d) interpreting or translating languages; (j)
 - (e) issuing passes or preparing certificates of service; (i)
 - (f) issuing time cards; (k)
 - (g) preparing wage or time cards; (f)
 - (h) recording particulars of annual or sick leave; (b)
 - (i) recording particulars in registers otherwise than by means of a typewriter; (a)
 - (j) recording the engagement, dismissal or resignation of employees, including any necessary entries in an employee's file or documents; (d)
 - (k) transferring names and addresses from compiled documents to envelopes, labels or circulars otherwise than by means of a typewriter; (g) (16)
- (9) **"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 switch-board 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 part of such employee's work; (15)
- (10) **"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; (17)
- (11) **"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; (6)
- (12) **"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; (7)
- (13) **"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)
- (14) **"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 in any day; (29)
- (15) **"establishment"** means the premises from which an employer conducts his business; (3)
- (16) **"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; (30)
- (17) **"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;
 - (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; (a)
 - (d) assisting on vehicles, otherwise than driving, guarding or repairing such vehicles; (c)

- (o) rantsoene gaarmaak of tee of soortgelyke drank 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; (k)
 - (r) voertuie, installasies of masjinerie olie of ghries; (l)
 - (s) voertuie stoot of trek anders as deur middel van meganiese toerusting; (n)
 - (t) vullis of as verwyder; (o)
 - (u) wiele of buite- of binnebande afhaal, vervang of omruil, of binne- of buitebande herstel of oppomp; (p) (17)
- (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 houer is van 'n sertifikaat aan hom uitgereik of geag word uitgereik te wees deur die Registrateur van Mannekragopleiding wat ambagsmanstatus aan hom verleen ingevolge daardie Wet, en enige ander werknemer wat werk doen wat gewoonlik deur 'n ambagsman verrig word, behalwe waar spesifiek anders in hierdie Order bepaal word. (2)
- (3) **"bedryfsinrigting"** die perseel van waar die werkgewer sy besigheid dryf; (15)
- (4) **"betaalde vakansiedag"** Nuwejaarsdag, Menseregtedag, Goeie Vrydag, Gesinsdag, Vryheidsdag, Werkersdag, Jeugdag, Nasionale Vrouedag, Erfenisdag, Versoeningsdag, Kersdag en Welwillendheidsdag: Met dien verstande dat, indien 'n betaalde vakansiedag op 'n Sondag val, die daaropvolgende Maandag 'n betaalde vakansiedag is. (32)
- (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; (19)
- (6) **"dag"** 'n tydperk van 24 uur van middernag tot middernag: Met dien verstande dat dit in die geval van 'n sekuriteitsbeampte 'n tydperk van 24 agtereenvolgende ure gereken vanaf die tyd wat sodanige werknemer gewoonlik begin werk, beteken; (11)
- (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; (12)
- (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; (13)
- (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; (20)
- (10) **"gekwalfiseerd"**, 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 "ongekwalfiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (35)
- (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; (30)
- (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; (18)
- (13) **"kategorie A"**, met betrekking tot 'n sekuriteitsbeampte, 'n werknemer wie se gewone werkure nie 48 in 'n week oorskry nie; (6)
- (14) **"kategorie B"**, met betrekking tot 'n sekuriteitsbeampte, 'n werknemer wie se gewone werkure 48 in 'n week oorskry;
- (15) **"klerk"** 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, magasynman, kommunikasiesentrum- of kontrolesentrumoperateur en 'n telefoonskakelbordoperateur, en wat geld in gespesifiseerde bedrae kan opmaak en sodanige geld in koeverte of ander houters 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; (9)
- (16) **"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; (i)
 - (b) besonderhede van jaarlikse of siekteverlof opteken; (h)
 - (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; (b)

- (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 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; (d)
 - (i) feeding or tending dogs;
 - (j) filling fuel tanks or filling or draining oil sumps; (e)
 - (k) gardening; (q)
 - (l) oiling or greasing vehicles, plant or machinery; (r)
 - (m) opening or closing doors or windows; (f)
 - (n) pushing or pulling vehicles otherwise than by means of mechanical equipment; (s)
 - (o) removing refuse or ashes; (t)
 - (p) removing, replacing, changing wheels, tyres or tubes, or repairing or pumping tyres or tubes; (u)
 - (q) removing, topping up or replacing batteries; (b)
 - (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; (l)
- (18) **"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)
- (19) **"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)
- (20) **"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)
- (21) **"heavy motor vehicle"** means a motor vehicle the gross vehicle mass of which exceeds 9 000 kg; (41)
- (22) **"hourly wage"** means, except in the case of a casual employee, a ship security officer or a cargo security officer, an employee's hourly wage in respect of ordinary hours worked, as set out in clause 3 (1) (b), 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); (42)
- (23) **"law"** includes the common law; (47)
- (24) **"light motor vehicle"** means a motor vehicle the gross vehicle mass of which does not exceed 3 500 kg; (21)
- (25) **"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; (33)
- (26) **"medium motor vehicle"** means a motor vehicle the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg; (26)
- (27) **"military service"** means any training or service in terms of the Defence Act, 1957; (27)
- (28) **"monthly wage"** means an employee's weekly wage multiplied by four and one third; (24)
- (29) **"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; (28)
- (30) **"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; (11)
- (31) **"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, a paid holiday or a free period; (31)
- (32) **"paid holiday"** means New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill: Provided that, whenever a paid holiday falls on a Sunday, the following Monday shall be a paid holiday; (4)
- (33) **"place of employment"** means any place, other than his employer's establishment, where an employee is engaged in the Trade;

- (d) die indiensneming, ontslag of bedanking van werknemers opteken, insluitende enige nodige inskrywings in die werknemers se lêers of dokumente; (j)
 - (e) dokumente liasseer volgens 'n skriftelike opdrag of lys in alfabetiese of numerieke volgorde of volgens kleur; (c)
 - (f) loon- of tydkaarte voorberei; (g)
 - (g) name en adresse van opgestelde dokumente op koeverte, etikette of omsendbriewe oorbring op 'n ander manier as met 'n tikmasjien; (k)
 - (h) optel of aftrek, ook met behulp van 'n masjien; (a)
 - (i) passe uitreik of dienssertifikate voorberei; (e)
 - (j) tale — tolk of vertaal; (d)
 - (k) tydkaarte uitreik; (f) (8)
- (17) **“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; (10)
- (18) **“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; (43)
- (19) **“kwekeling”** 'n werknemer, uitgesonderd 'n vakleerling, vir wie daar ingevolge die Wet op Mannekragopleiding, 1981, opleiding verskaf word in 'n ambag wat ingevolge daardie Wet aangewys is of geag word aangewys te wees; (45)
- (20) **“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 klousule 1 (3) gespesifiseer is; (4)
- (21) **“ligte motorvoertuig”** 'n motorvoertuig waarvan die bruto voertuigmassa nie 3 500 kg oorskry nie; (24)
- (22) **“loon”** die bedrag geld wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure: Met dien verstande dat as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as die by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken; en het weekloon 'n ooreenstemmende betekenis; (46)
- (23) **“los werknemer”** 'n werknemer, uitgesonderd 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, wat hoogstens drie dae in enige week by dieselfde werkgewer in diens is; (5)
- (24) **“maandloon”** vier en 'n derde maal 'n werknemer se weekloon; (28)
- (25) **“magasynman”** 'n werknemer, uitgesonderd 'n kontroleur, wat beheer het oor voorrade 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”);
- (26) **“medium motorvoertuig”** 'n motorvoertuig waarvan die bruto voertuigmassa 3 500 kg oorskry maar nie 9 000 kg nie; (26)
- (27) **“militêre diens”** 'n tydperk van diens of opleiding kragtens die Verdedigingswet, 1957; (27)
- (28) **“motorvoertuig”** 'n selfgedrewe voertuig wat gebruik word vir die vervoer van goedere, persone of honde, en omvat dit ook 'n motorfiets en 'n motordriewiel; (29)
- (29) **“noodwerk”**—
- (a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, geweld daad, massawegbly van werknemers, diefstal of 'n onklaarraking van toerusting, installasies of masjiene of 'n dreigende onklaarraking van geboue, sonder versuim gedoen moet word;
 - (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 sodanige werknemer 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; (14)
- (30) **“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, die totale tydperk of tydperke wat 'n werknemer as 'n klerklike assistent in enige bedryf of nywerheid of in die diens van 'n plaaslike owerheid of die Staat werksaam was; (16)
- (31) **“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, 'n betaalde vakansiedag of 'n vry periode vir sy werkgewer werk nie; (31)

- (34) **"premises"**—see clause 1 (4); (32)
- (35) **"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)
- (36) **"security officer"** means a security officer, grade A, B, C, D or E; (34)
- (37) **"security officer, grade A"** means an employee who performs any one or more of the following duties:
- (a) Advising or reporting on any matter affecting guarding or protection services;
 - (b) assisting in the screening of candidates for employment;
 - (c) assuming responsibility for staff training;
 - (d) drawing money or cheques or taking possession of negotiable documents;
 - (e) drawing money at banks or similar institutions;
 - (f) guarding or protecting goods;
 - (g) supervising subordinate staff,
- and who may drive a motor vehicle in the performance of any or all of his duties; (35)
- (38) **"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; (36)
- (39) **"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,
- and who may be called upon to perform any or all of the duties of a security officer, grade D; (37)
- (40) **"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 vehicle through check-points or gates;
 - (b) searching persons and, if necessary, restraining them;
 - (c) supervising or controlling security officers, grade E;
 - (d) searching goods or vehicles,
- and who may be required to perform any or all of the duties of a security officer, grade E; (38)
- (41) **"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); (39)
- (42) **"ship security officer"** means an employee who guards the entrance to or exit from a ship; (40)
- (43) **"short time"** means a temporary reduction in the number of ordinary hours of work owing to a slackness of business in the Trade, a breakdown of plant, machinery or equipment, or a breakdown or threatened breakdown of buildings; (18)
- (44) **"storeman"** means an employee, other than a controller, who is in charge of stocks in 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"**);
- (45) **"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; (19)
- (46) **"wage"** means that 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; (22)
- (47) **"week"** in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls. (45)

3. REMUNERATION

(1) **Minimum wages:**

- (a) The minimum wages which an employer shall pay his employees shall be as specified in paragraphs (b), (c) and (d).
- (b) An employer shall 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:

- (32) **"perseel"**—kyk klousule 1 (4); (34)
- (33) **"plaaslike owerheid"** enige stadsraad, 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; (25)
- (34) **"sekuriteitsbeampte"** 'n sekuriteitsbeampte, graad A, B, C, D of E; (36)
- (35) **"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,
- en wat in die uitvoering van enige van of al sy werksaamhede 'n motorvoertuig kan dryf; (37)
- (36) **"sekuriteitsbeampte, graad B"** 'n werknemer wat een of meer van die volgende pligte uitvoer, naamlik toesighouding oor, kontrolering, 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; (38)
- (37) **"sekuriteitsbeampte, graad C"** 'n werknemer wat een of meer van die volgende pligte uitvoer:
- (a) Toesighouding oor of kontrolering van sekuriteitsbeamptes, graad D of E;
 - (b) dryf van 'n motorvoertuig by die toesighouding oor of kontrolering van sekuriteitsbeamptes, graad D of E;
 - (c) dryf van 'n motorvoertuig met die doel om sekuriteitspersoneel te vervoer,
- en van wie vereis kan word om enige van of al die pligte van 'n sekuriteitsbeampte, graad D te verrig; (39)
- (38) **"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;
 - (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 enige van of al die pligte van 'n sekuriteitsbeampte, graad E, te verrig; (40)
- (39) **"sekuriteitsbeampte, graad E"** 'n werknemer, uitgesonder '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; (41)
- (40) **"skeepsekuriteitsbeampte"** 'n werknemer wat die ingang tot of uitgang van 'n skip bewaak; (42)
- (41) **"swaar motorvoertuig"** 'n motorvoertuig waarvan bruto voertuigmassa 9 000 kg oorskry; (21)
- (42) **"uurloon"** uitgesonderd in die geval van 'n los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, die werknemer se uurloon ten opsigte van gewone werkure gewerk, soos uiteengesit in klousule 3 (1) (b), en in die geval van 'n skeepsekuriteitsbeampte en 'n vragsekuriteitsbeampte beteken dit die loon in klousule 3 (1) (d) bedoel; (22)
- (43) **"vakleerling"** 'n werknemer wat in diens is ingevolge 'n kontrak van vakleerlingskap wat geregistreer is of geag word geregistreer te wees in gevolge die Wet op Mannekragopleiding, 1981, en omvat dit 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)
- (44) **"vragsekuriteitsbeampte"** 'n werknemer wat op 'n skip die vrag van sodanige skip bewaak; (3)
- (45) **"week"** met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van sodanige werknemer gewoonlik val; (47)
- (46) **"werkplek"** enige plek, uitgesonderd sy werkgever se bedryfsinrigting, waar 'n werknemer in die Bedryf in diens is; (33)
- (47) **"wet"** ook die gemene reg. (23)

3. BESOLDIGING

(1) **Minimum lone:**

- (a) Die minimum lone wat 'n werkgever aan sy werknemers moet betaal, is soos in paragrafe (b), (c) en (d) uiteengesit.
- (b) 'n Werkgever moet aan elke lid van die ondervermelde klasse van sy werknemers, uitgesonderd los werknemers, skeepsekuriteitsbeamptes, of vragsekuriteitsbeamptes die minimum lone hieronder uiteengesit, betaal:

CATEGORIES	Area No. 1		Area No. 2		Area No. 3		Area No. 4		Area No. 5		Maximum ordinary hours per week
	Per hour	Per month	Per hour	Per month	Per hour	Per month	Per hour	Per month	Per hour	Per month	
Area No. 1: 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, Sasol- burg, Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg			Area No. 2: In the Magisterial Districts of Bloemfontein, Kimberley, Klerksdorp, East London, Pietermaritzburg, Somerset West, Stellenbosch and Strand		Area No. 3: In the Magisterial Districts of Odendaalsrus, Potchefstroom Virginia, Welkom and Witbank		Area No. 4: In the Magisterial Districts of George, Highveld Ridge, Klipriver, Knysna, Middelburg (Mpumalanga), Mosselbay, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Rustenburg and Umzinto		Area No. 5: In the Magisterial Districts of Bethlehem, Hennenman, King William's Town, Lower Tugela, Lower Umfolozi, Port Shephstone, Potgietersrus and Queenstown		
Artisan	R7,92	R1 583,00	R7,23	R1 446,00	R6,82	R1 364,00	R5,98	R1 195,00	R5,57	R1 113,00	46
Clerical assistant— during the first year of experience	R3,94	R787,00	R3,63	R726,00	R3,22	R644,00	R3,03	R606,00	R2,76	R552,00	46
during the second year of experience	R4,11	R821,00	R3,76	R752,00	R3,36	R671,00	R3,13	R625,00	R2,87	R573,00	46
thereafter	R4,26	R852,00	R3,94	R787,00	R3,53	R706,00	R3,26	R651,00	R2,97	R594,00	46
Clerk— during the first year of experience	R4,31	R861,00	R3,98	R796,00	R3,58	R715,00	R3,29	R658,00	R3,00	R600,00	46
during the second year of experience	R4,94	R987,00	R4,72	R944,00	R4,13	R826,00	R3,77	R753,00	R3,47	R694,00	46
during the third year of experience	R5,57	R1 113,00	R5,12	R1 024,00	R4,72	R943,00	R4,23	R846,00	R3,92	R783,00	46
thereafter	R6,22	R1 243,00	R5,70	R1 140,00	R5,27	R1 054,00	R4,69	R938,00	R4,36	R872,00	46
Controller	As for a clerical assistant		As for a clerical assistant		As for a clerical assistant		As for a clerical assistant		As for a clerical assistant		
Driver of a — light motor vehicle	R4,16	R832,00	R3,87	R773,00	R3,44	R688,00	R3,18	R636,00	R2,91	R581,00	46
medium motor vehicle	R4,91	R982,00	R4,54	R908,00	R4,11	R822,00	R3,73	R746,00	R3,44	R688,00	46
heavy motor vehicle	R5,37	R1 074,00	R4,96	R991,00	R4,54	R908,00	R4,06	R812,00	R3,78	R755,00	46
General worker— during the first six month of service with the same employer	R3,23	R646,00	R2,98	R595,00	R2,63	R526,00	R2,48	R495,00	R2,26	R452,00	46
thereafter	R3,54	R708,00	R3,27	R653,00	R2,89	R578,00	R2,72	R544,00	R2,48	R495,00	46
Handyman	R4,60	R920,00	R4,28	R856,00	R3,87	R773,00	R3,52	R704,00	R3,24	R647,00	46
Security officer— Category A— grade A	R7,83	R1 630,00	R7,16	R1 489,00	R6,38	R1 328,00	R5,92	R1 231,00	R5,52	R1 148,00	48
grade B	R6,40	R1 331,00	R5,83	R1 213,00	R5,16	R1 073,00	R4,78	R994,00	R4,47	R929,00	48
* grade C	R4,70	R977,00	R4,34	R904,00	R3,85	R802,00	R3,58	R745,00	R3,30	R687,00	48
* grade D	R4,12	R856,00	R3,77	R783,00	R3,37	R701,00	R3,14	R654,00	R2,88	R598,00	48
* grade E	R3,85	R800,00	R3,54	R738,00	R3,14	R653,00	R2,96	R615,00	R2,70	R560,00	48
Category B— grade A	R7,83	R2 036,00	R7,16	R1 861,00	R6,38	R1 660,00	R5,92	R1 540,00	R5,52	R1 434,00	60
grade B	R6,40	R1 665,00	R5,83	R1 516,00	R5,16	R1 341,00	R4,78	R1 243,00	R4,47	R1 162,00	60
* grade C	R4,70	R1 223,00	R4,34	R1 129,00	R3,85	R1 002,00	R3,58	R932,00	R3,30	R859,00	60
* grade D	R4,12	R1 071,00	R3,77	R979,00	R3,37	R876,00	R3,14	R818,00	R2,88	R748,00	60
* grade E	R3,85	R1 000,00	R3,54	R921,00	R3,14	R817,00	R2,96	R770,00	R2,70	R701,00	60
Employees not elsewhere specifically mentioned in this subclause	R4,00	R800,00	R3,69	R738,00	R3,27	R653,00	R3,08	R615,00	R2,80	R560,00	46

* 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 be in charge of a dog in the performance of his duties, he shall pay him an allowance of not less than R1,00 in addition to his daily wage.

KATEGORIE	Area Nr. 1		Area Nr. 2		Area Nr. 3		Area Nr. 4		Area Nr. 5		Maksimum gewone ure per week
	Per uur	Per maand	Per uur	Per maand	Per uur	Per maand	Per uur	Per maand	Per uur	Per maand	
Ambagsman	R7,92	R1 583,00	R7,23	R1 446,00	R6,82	R1 364,00	R5,98	R1 195,00	R5,57	R1 113,00	46
Kerklike assistent—											
gedurende die eerste jaar ondervinding	R3,94	R787,00	R3,63	R726,00	R3,22	R644,00	R3,03	R606,00	R2,76	R552,00	46
gedurende die tweede jaar ondervinding	R4,11	R821,00	R3,76	R752,00	R3,36	R671,00	R3,13	R625,00	R2,87	R573,00	46
daarna	R4,26	R852,00	R3,94	R787,00	R3,53	R706,00	R3,26	R651,00	R2,97	R594,00	46
Klerk—											
gedurende die eerste jaar ondervinding	R4,31	R861,00	R3,98	R796,00	R3,58	R715,00	R3,29	R658,00	R3,00	R600,00	46
gedurende die tweede jaar ondervinding	R4,94	R987,00	R4,72	R944,00	R4,13	R826,00	R3,77	R753,00	R3,47	R694,00	46
gedurende die derde jaar ondervinding	R5,57	R1 113,00	R5,12	R1 024,00	R4,72	R943,00	R4,23	R846,00	R3,92	R783,00	46
daarna	R6,22	R1 243,00	R5,70	R1 140,00	R5,27	R1 054,00	R4,69	R938,00	R4,36	R872,00	46
Kontroleur	Soos vir 'n klerklike assistent		Soos vir 'n klerklike assistent		Soos vir 'n klerklike assistent		Soos vir 'n klerklike assistent		Soos vir 'n klerklike assistent		
Drywer van 'n —											
ligte motorvoertuig	R4,16	R832,00	R3,87	R773,00	R3,44	R688,00	R3,18	R636,00	R2,91	R581,00	46
medium motorvoertuig	R4,91	R982,00	R4,54	R908,00	R4,11	R822,00	R3,73	R746,00	R3,44	R688,00	46
swaar motorvoertuig	R5,37	R1 074,00	R4,96	R991,00	R4,54	R908,00	R4,06	R812,00	R3,78	R755,00	46
Algemene werker—											
gedurende die eerste ses maande diens by	R3,23	R646,00	R2,98	R595,00	R2,63	R526,00	R2,48	R495,00	R2,26	R452,00	46
dieselfde werkgever	R3,54	R708,00	R3,27	R653,00	R2,89	R578,00	R2,72	R544,00	R2,48	R495,00	46
daarna											
Faktotum	R4,60	R920,00	R4,28	R856,00	R3,87	R773,00	R3,52	R704,00	R3,24	R647,00	46
Sekuriteitsbeampte—											
Kategorie A—											
graad A	R7,83	R1 630,00	R7,16	R1 489,00	R6,38	R1 328,00	R5,92	R1 231,00	R5,52	R1 148,00	48
graad B	R6,40	R1 331,00	R5,83	R1 213,00	R5,16	R1 073,00	R4,78	R994,00	R4,47	R929,00	48
* graad C	R4,70	R977,00	R4,34	R904,00	R3,85	R802,00	R3,58	R745,00	R3,30	R687,00	48
* graad D	R4,12	R856,00	R3,77	R783,00	R3,37	R701,00	R3,14	R654,00	R2,88	R598,00	48
* graad E	R3,85	R800,00	R3,54	R738,00	R3,14	R653,00	R2,96	R615,00	R2,70	R560,00	48
Kategorie B—											
graad A	R7,83	R2 036,00	R7,16	R1 861,00	R6,38	R1 660,00	R5,92	R1 540,00	R5,52	R1 434,00	60
graad B	R6,40	R1 665,00	R5,83	R1 516,00	R5,16	R1 341,00	R4,78	R1 243,00	R4,47	R1 162,00	60
* graad C	R4,70	R1 223,00	R4,34	R1 129,00	R3,85	R1 002,00	R3,58	R932,00	R3,30	R859,00	60
* graad D	R4,12	R1 071,00	R3,77	R979,00	R3,37	R876,00	R3,14	R818,00	R2,88	R748,00	60
* graad E	R3,85	R1 000,00	R3,54	R921,00	R3,14	R817,00	R2,96	R770,00	R2,70	R701,00	60
Werknemers nie elders in hierdie klousule uitdruklik vermeld nie	R4,00	R800,00	R3,69	R738,00	R3,27	R653,00	R3,08	R615,00	R2,80	R560,00	46

* Vir elke dag of gedeelte van 'n dag wat 'n werkgever 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 ten minste R1,00 betaal.

- (c) **Casual employees:** An employer shall pay a casual employee in respect of each hour or part of an hour (excluding overtime) worked by him on any day other than a paid holiday or a Sunday not less than the hourly wage prescribed in paragraph (b) for an ordinary employee who in the same area performs the same class of work as the casual employee is required to do, plus 15 per cent, or not less than the hourly wage or hourly equivalent of the wage actually being paid to the ordinary employee, whichever is the greater amount:

Provided that—

- (i) for the purposes of this paragraph the expression "the ordinary employee" means the employee who performs the particular class of work in the employer's full-time employ and who is being paid the lowest wage for that class of work;
- (ii) where the employer requires the 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, he shall be deemed to have worked four hours.
- (d) **Ship security officers and cargo security officers:** A ship security officer and a cargo security officer shall be paid at least R3,21 for each hour or part of an hour of employment.

(2) **Basis of contract:** For the purposes 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 minimum 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 employees 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 the classes in terms of subclause (1) is based on experience;
 - (ab) unless expressly otherwise provided in a written contract between the employer and his employee, nothing in this Order 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 for such employee.

(4) **Calculation of wages:** The wage, overtime and Sunday time of an employee, other than a casual employee, a ship security officer or a cargo security officer, shall be calculated on an hourly basis, 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 of not less than 90c per day;
- (b) in the case of any other employee, an allowance of not less than R4,50 per week or, if the employee is required or permitted to use his own bicycle on occasion only, an allowance of not less than 90c for each day on which he so uses his bicycle.

4. PAYMENT OF REMUNERATION

(1) **Employees, other than casual employees, ship security officers and cargo security officers:** Save as provided in clause 6 (5) and (6), 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 a 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 employee's name or his number on the payroll, and his class;
- (c) the period in respect of which payment is made;

(c) **Los werknemers:** 'n Werkgewer moet 'n los werknemer ten opsigte van elke uur of gedeelte van 'n uur (uitgesonderd oortyd) wat hy op enige dag behalwe 'n betaalde vakansiedag of 'n Sondag werk, minstens die uurloon betaal wat by paragraaf (b) voorgeskryf word vir 'n gewone werknemer wat in dieselfde gebied dieselfde klas werk verrig as die wat van die los werknemer vereis word, plus 15 persent of hom minstens die uurloon of die uurlikse ekwivalent van die loon betaal wat werklik aan die gewone werknemer betaal word, watter bedrag ookal die grootste is: Met dien verstande dat—

(i) by die toepassing van hierdie paragraaf die uitdrukking "die gewone werknemer" die werknemer beteken wat die betrokke klas werk in die werkgewer se voltydse diens verrig en aan wie die laagste loon vir daardie klas werk betaal word;

(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, hy geag word vier uur lank te gewerk het;

(d) **Skeepsekuriteitsbeamptes en vragsekuriteitsbeamptes:** Behoudens die voorbehoudsbepaling in paragraaf (a) moet 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte vir elke uur of gedeelte van 'n uur diens minstens R3,21 betaal word.

(2) **Kontrakgrondslag:** By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, op 'n weeklikse grondslag berus en, behoudens klousule 4 (6), moet hy ten opsigte van 'n week minstens die minimumloon 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 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 die 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—

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

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

(4) **Loonberekening:** Die loon, oortyd en Sondagtyd van 'n werknemer, uitgesonderd 'n los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, word op 'n uurlikse basis bereken, soos in die woordskrywing van hierdie uitdrukking in klousule 2 aangedui.

(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 skeepsekuriteitsbeampte en 'n vragsekuriteitsbeampte, 'n toelae van minstens 90c per dag;

(b) in die geval van enige ander werknemer, 'n toelae van minstens R4,50 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 90c vir elke dag waarop hy sy fiets aldus gebruik.

4. BETALING VAN BESOLDIGING

(1) **Werknemers, uitgesonderd los werknemers, skeepsekuriteitsbeamptes en vragsekuriteitsbeamptes:** Behoudens klousule 6 (5) en (6) moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, weekliks, tweeweekliks of maandeliks in kontant of, met die toestemming van die werknemer, per tjek betaal word gedurende die 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, op sodanige tyd as waarop daar tussen sodanige werknemer en sy werkgewer ooreengekom is, welke tyd binne die gewone werkure van die bedryfsinrigting moet val, maar nie later nie as 48 uur na die gewone betaaldag, of by diensbeëindiging as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde kovert of houer wees waarop of wat vergesel gaan van 'n staat waarop die volgende gemeld word:

(a) Die werkgewer se naam;

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

(c) die tydperk waarvoor die betaling geskied;

- (d) the number of ordinary hours 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, a paid holiday or his free period;
- (g) the employee's wage;
- (h) the details of any other remuneration arising out of the employee's employment;
- (i) the details of any deduction made;
- (j) the nett amount paid to the employee;

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

- (i) the particulars prescribed above may be recorded on such envelope or container or in such statement in code, which code shall be fully set out and explained in an accompanying notice or in a notice kept posted in some conspicuous place in the establishment, accessible to all employees affected thereby;
- (ii) the amount due to him may be paid into his building society or bank account, by manual or electronic funds transfer, by his employer, who shall, however, hand to him the aforementioned statement.

(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 other law, no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that employee.

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

(5) **Accommodation, meals and rations:** Subject to any other 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 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 in this Order, 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;
- (c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- (d) whenever an employee is required by law or agrees to accept accommodation, meals or rations from his employer, a deduction not exceeding the following amounts:

	Per week	Per month
	R	R
(i) Accommodation	1,50	6,50
(ii) Meals 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 from slackness of business, unless the employer has given his employee notice on the previous working 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;

- (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 of in sy vry periode gewerk het;
- (g) die werknemer se loon;
- (h) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (i) besonderhede van enige bedrag wat afgetrek is; en
- (j) die netto bedrag wat aan die werknemer betaal word;

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

- (i) die besonderhede hierbo voorgeskryf, in kodevorm op 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) die bedrag aan hom verskuldig, in sy bouvereniging- of bankrekening gestort kan word deur sy werkgever, wat egter voornoemde staat aan hom moet oorhandig.

(2) **Los werknemers, skeepsekuriteitsbeamptes en vragsekuriteitsbeamptes:** 'n Werkgever moet 'n los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte 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 ander wet, mag geen betaling 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 ander wet mag 'n werkgever nie van sy werknemer vereis om huisvesting, etes of rantsoene van hom of van enige iemand anders of op 'n plek deur hom aangewys, te koop nie.

(6) **Aftrekkings:** 'n Werkgever mag sy werknemer geen boetes oplê 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 vakansie, siekte-, mediese, versekerings-, spaar-, voorsorgs-, of pensioenfonds, of vir ledegelde van 'n vakvereniging;
- (b) behoudens andersluidende bepalings in hierdie Order, 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 werknemers ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
- (c) enige bedrag wat 'n werkgever volgens wet of kragtens of ingevolge 'n order van 'n bevoegde hof mag of moet aftrek;
- (d) wanneer 'n werkgever daartoe instem of daarvolgens wet van hom vereis word om huisvesting, etes of rantsoene van sy werkgever aan te neem, 'n bedrag van hoogstens—

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

(e) wanneer die gewone werkure weens korttyd verminder word, 'n bedrag van hoogstens die werknemer (uitgesonderd 'n los werknemer, '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 werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
- (iii) geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens 'n onklaarraking van installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

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

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

- (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—
 - (i) any such deduction shall not exceed one third of the total remuneration due to the employee on the pay-day concerned;
 - (ii) no such deduction shall be made in respect of any period during which the employee's wage is reduced in terms of paragraph (e);
 - (iii) provisos (i) and (ii) shall not apply where the contract of employment is terminated.

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 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, category A (other than a carrier staff member)—*

- (i) 48 in any week; and
- (ii) subject to subparagraph (i), 12 on any day;

(c) *a security officer, category B (other than a carrier staff member)—*

- (i) 60 in any week; and
- (ii) subject to subparagraph (i), 12 on any day;

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

(e) *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;

(f) *any other class of 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 of 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 (b) applies, shall be deemed to be continuous;
- (c) if such interval is longer than one hour, any period exceeding one and a quarter hours shall be deemed to be time worked;

- (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) hierbo bedoel;
- (g) met die skriftelike toestemming van 'n werknemer, 'n bedrag vir die terugbetaling van 'n bedrag wat deur die werkgever aan hom geleen of voorgeskiet is: Met dien verstande dat—
 - (i) enige sodanige aftrekking hoogstens een derde van die totale besoldiging moet wees wat op die betrokke betaaldag aan die werknemer verskuldig is;
 - (ii) geen sodanige bedrag afgetrek mag word nie ten opsigte van enige tydperk waartydens die werknemer se loon ingevolge paragraaf (e) verminder is;
 - (iii) voorbehoudsbepalings (i) en (ii) nie geld nie waar die dienskontrak beëindig word.

5. GEWONE WERKURE, OORTYD EN BETALING VIR OORTYDWERK

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

- (a) 'n lid van die draerpersoneel—
 - (i) 48 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 driekwart op 'n dag;
 - (ab) meer as vyf dae per week werk, agt op 'n dag, tensy die ure op een dag hoogstens ses is, in welke geval die ure op enigteen van die ander dae tot agt en 'n half verleng kan word;
- (b) 'n sekuriteitsbeampte, kategorie A (uitgesonderd 'n lid van die draerpersoneel)—
 - (i) 48 in 'n week; en
 - (ii) behoudens subparagraaf (i), 12 op 'n dag;
- (c) 'n sekuriteitsbeampte, kategorie B (uitgesonderd 'n lid van die draerpersoneel)—
 - (i) 60 in 'n week; en
 - (ii) behoudens subparagraaf (i), 12 op 'n dag;
- (d) 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, 12 op 'n dag;
- (e) 'n los werknemer in 'n bedryfsinrigting waarin die werknemers gewoonlik 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 werk, 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 (i) bedoel, met 'n halfuur verleng kan word;
- (ab) 'n sekuriteitsbeampte, uitgesonderd 'n lid van die draerpersoneel, die ure in subparagrafe (i) en (ii) bedoel, tot onderskeidelik 12 en 10 uur verleng kan word;
- (f) enige ander klas 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 Werkgever mag nie van 'n werknemer, uitgesonderd 'n los werknemer, 'n sekuriteitsbeampte, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, 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 werkgever moet sy werknemer skriftelik onderling ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort;
- (b) werktydperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoudsbepaling (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 werktyd te wees;

- (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 reasons of overtime worked, an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;
- (f) a driver who during such interval does not work other than being or remaining in charge of the vehicle or its load shall for the purposes of this subclause be deemed not to have worked during such interval;
- (g) in 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 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 subclauses (2) and (3), 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 such overtime shall 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, 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, a ship security officer or a cargo security officer, 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, a ship security officer or a cargo security officer 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 or a cargo security officer, and such employee shall take, at least one free period of 24 hours in every week of employment: Provided that he shall not make any deduction from such employee's wages in respect of such free periods.

(8) **Savings:**

- (a) Subclause (5) shall not apply to an employee wholly or mainly engaged in the tending, feeding or cleaning of animals.
- (b) Subclauses (2), (3), (4) and (5) shall not apply to an employee while he is engaged in emergency work.

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) 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 working days;
 - (ab) more than five days in a week, 18 consecutive working days;
 - (ii) exceed 48 in a week and who normally works on—
 - (aa) not more than five days in a week, 20 consecutive working days;
 - (ab) more than five days in a week, 24 consecutive working days;
- (b) any other class of employee who normally works on—
 - (i) not more than five days in a week, 15 consecutive working days;
 - (ii) more than five days in a week, 18 consecutive working 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—

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

- (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 werkdag van die dag, aan elkeen van sy werknemers, uitgesonderd 'n drywer, 'n sekuriteitsbeampte, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, 'n ruspouse 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 subklousules (2) en (3) moet alle werkure van 'n werknemer, uitgesonderd 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, op elke dag agtereenvolgend wees.

(5) **Beperking van oortydwerk:** 'n Werkgewer mag nie van 'n werknemer vereis om 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 mag wees nie as, in die geval van—

- (a) 'n los werknemer, drie uur op 'n dag;
- (b) 'n sekuriteitsbeampte, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, 12 uur in 'n week;
- (c) enige ander klas werknemer, 10 uur in 'n week.

(6) **Betaling van oortyd:**

- (a) 'n Werkgewer moet 'n werknemer, uitgesonderd 'n los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, 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 ure aldus deur sodanige werknemer gewerk wat 10 uur per week oorskry.
- (b) 'n Werkgewer moet 'n los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, 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 of 'n vragsekuriteitsbeampte ten minste een vry periode van 24 uur in elke werkswaek toestaan en sodanige werknemer moet sodanige vry periode neem: Met dien verstande dat hy geen aftrekking van sodanige werknemer se loon ten opsigte van sodanige vry periodes mag maak nie.

(8) **Voorbehoudsbepalings:**

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

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (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) 'n sekuriteitsbeampte wie se gewone werkure—
 - (i) nie meer as 48 uur 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) enige ander klas 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—

- (i) subklousule (1) (a) (i) en (1) (b), 'n bedrag van minstens drie maal;
- (ii) 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) An employee who before subclause (1) became effective had become entitled to a longer period of annual leave that is therein prescribed, shall retain such leave entitlement 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 and taken earlier, it shall, same 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 the 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 the leave 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 any period—

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

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

(iii) 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.

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

(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 subclauses (3) (c) and (4), and whose employment terminates before such leave has been granted and been taken, shall, with due regard to subclause (8), 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 purposes of this clause the expression "employment" and "period of employment" shall be deemed to include any period—

(a) 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) 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);

(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 en geneem 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 enige tydperk—

(i) van 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) waarin die werknemer kennisgewing van diensbeëindiging ingevolge klousule 11 uitdien; of

(iii) waartydens die werknemer militêre diens verrig;

(c) 'n werkgewer al die dae geleentheidsverlof 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 ooploop: 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) 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 werkgewer 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 werkgewer in plaas van kennis moes betaal, tensy—

(aa) die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer die werkgewer 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 wettlike regte gehandel het.

(7) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousules (3) (c) en (4), en wie se diens eindig voordat sodanige verlof toegestaan en geneem is, moet, met behoorlike inagneming van subklousule (8), 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 enige tydperk—

(a) ten opsigte waarvan 'n werkgewer 'n werknemer betaal of 'n werknemer 'n werkgewer ingevolge klousule 11 betaal in plaas van kennis gee;

(b) 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) at the instance of his employer;
- (iv) with the consent or condonation of his employer;
- (v) for any reason that is not in breach of the contract of employment;
- (c) during which an employee is absent from work while on military service: Provided that an employee shall not be entitled to claim as employment, in any one period of 12 months' employment, more than four months of such service; and employment shall be deemed to commence, in the case of—
 - (i) an employee who, before this Order 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;
 - (ii) an employee who was in employment before this Order 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;
 - (iii) any other employee, on the date on which such employee entered his employer's service or on the date on which this Order 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
- (b) any other employee, not less than 36 working days,

sick-leave 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 not less than the wage he would have received had he worked during such period: Provided that—

- (i) in the first cycle of 36 consecutive months of employment, an employee shall be entitled to sick-leave on full pay at a rate of not less than, in case of an employee who works on not more than five days in a week, one working day in respect of each completed period of five weeks of employment and, in the case of any other employee, one working day in respect of each completed month of employment;
- (ii) if in the first cycle of 36 consecutive months of employment, an employee is absent owing to incapacity for longer than a number of days of paid sick-leave to which he is entitled 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: Provided further that 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 that has already been made and the employee's wage for the full period of his incapacity, up to a maximum of 30 working days or 36 working days, as the case may be, and such compensation shall be effected at the rate of not less than the employee's wage at the commencement of his incapacity: Provided further that where the contract of employment terminates before the expiry of such 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 that he has already received and his wage for the full period of this incapacity, but at a rate not exceeding his wage for one working day for each completed period of five weeks of employment in the case of an employee who normally works on not more than five days in a week, and one working day for each month of service in the case of any other employee, and for the purposes of this proviso the expression "wage" means the wage the employee was receiving at the commencement of his incapacity;
- (iii) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause.

(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 working days; or
- (b) on the working day immediately preceding or the working day immediately succeeding—
 - (i) a free period or a paid holiday, in the case of a security officer;
 - (ii) a Sunday or a paid holiday, in the case of any other class of employee;

require the employee to produce a certificate signed by a registered medical practitioner or registered traditional healer stating the nature and the duration of the employee's incapacity: Provided that, when an employee has, during any period 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.

- (iii) op las of versoek van sy werkgewer;
- (iv) met die toestemming of kondonering van sy werkgewer;
- (v) om enige rede wat nie 'n verbreking van die dienskontrak is nie;
- (c) 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 dienstydsperk in enige tydperk van 12 maande diens as diens te eis nie; en word diens geag te begin, in die geval van—
 - (i) 'n werknemer wat, voordat hierdie Order 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;
 - (ii) 'n werknemer wat, voordat hierdie Order bindend geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;
 - (iii) enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum waarop hierdie Order bindend geword het, en wel op die jongste van die twee datums.

7. SIEKTEVERLOF

(1) Behoudens subklousule (2) moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, 'n skeepseku-riteitsbeampte of 'n vragseku-riteitsbeampte, 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 werk-dae; en
- (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 minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

- (i) 'n werknemer gedurende die eerste tydkring van 36 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer wat op hoogstens vyf dae in 'n week werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens, en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;
- (ii) indien 'n werknemer gedurende die eerste tydkring van 36 agtereenvolgende maande diens weens ongeskiktheid langer afwesig is as die getal dae betaalde siekteverlof waarop hy kragtens subparagraaf (1) geregtig is, sy werkgewer nie in daardie stadium verplig is om enige betaling ten opsigte van die langer siekteverlof wat geneem is, te doen nie: Met dien verstande voorts dat die werkgewer, indien hy dit nie reeds gedoen het nie, aan die werknemer by die verstryking van die eerste tydkring van 36 maande diens 'n bedrag moet betaal gelyk aan minstens die verskil tussen die siekteverlofbetaling wat reeds 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, en sodanige vergoeding moet geskied teen 'n tarief van minstens die werknemer se loon by die aanvang van sy ongeskiktheid: Met dien verstande voorts dat waar die werknemer se dienskontrak voor die verstryking van sodanige eerste tydkring eindig, die werknemer daarop geregtig is om van sy werkgewer die betaling te eis van 'n bedrag gelyk aan die verskil tussen die siekteverlofbetaling wat hy reeds ontvang het en sy loon vir die volle tydperk van sy ongeskiktheid, maar teen 'n tarief nie hoër nie as sy loon vir een werkdag vir elke voltooide tydperk van vyf weke diens in die geval van 'n werknemer wat gewoonlik op hoogstens vyf dae in 'n week werk, en een werkdag vir elke maand diens in die geval van enige ander werknemer, en by die toepassing van hierdie voorbehoudsbepaling die uitdrukking "loon" die loon beteken wat die werknemer by die aanvang van sy onge-skiktheid ontvang het;
- (iii) waar 'n werknemer ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werk-nemer moet betaal, en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die betaling wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is.

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

- (a) vir langer as twee agtereenvolgende werkdade; of
- (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na—
 - (i) 'n vry periode of 'n betaalde vakansiedag, in die geval van 'n seku-riteitsbeampte;
 - (ii) 'n Sondag of 'n betaalde vakansiedag, in die geval van enige ander klas werknemer;

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn of 'n geregi-streerde tradisionele geneser onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, indien 'n werknemer by twee of meer geleenthede gedurende 'n tydperk van tot agt weke betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer in die daaropvolgende agt weke van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

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

(a) **“employment”** shall be deemed to include—

(i) any period during which an employee is absent—

(ii) (aa) on leave in terms of clause 6;

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

(ac) at the instance of his employer;

(ad) with the consent or condonation of his employer;

(ae) for any reason not being in breach of his contract of employment,

amounting in the aggregate to not more than 30 weeks in any cycle of 36 months;

(ii) any period in 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

(iii) any period of employment which an employee has had with the same employer immediately before the date on which this Order 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 Order;

(b) **“incapacity”** means inability to work owing to any sickness or injury, other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or scheduled disease for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, 1993, shall be regarded as incapacity, only 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 guarantees nominated by the employee, which fund or organisation guarantees to the employee, in the event of his incapacity in the circumstances set out in this clause, the payment to him of an amount not less than the equivalent of his wage for any period of such leave 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 law to pay to the employee not less than his full wage.

8. PAID HOLIDAYS, SUNDAYS AND FREE PERIODS

(1) **Compensation for work on a paid holiday:**

(a) Whenever an employee, other than a casual employee, a ship security officer or cargo security officer, does not work on a paid holiday and such day falls on a day which otherwise is an ordinary working 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, ship security officer or 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 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 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;

(ii) if he so works for longer than four hours—

(aa) 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

(bb) 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, one day's leave and pay him in respect of such leave an amount of not less than his daily wage.

(3) By die toepassing van hierdie klousule—

(a) word die uitdrukking “**diens**” geag te omvat—

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

(ii) (aa) met verlof ingevolge klousule 6;

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

(ac) op las of versoek van sy werkgever;

(ad) met toestemming of kondonering van sy werkgever;

(ae) om enige rede wat nie 'n verbreking van sy dienskontrak is nie,

van altesaam hoogstens 30 weke in 'n tydkring van 36 maande;

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

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

(b) beteken “**ongeskiktheid**” onvermoë om te werk weens enige siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeval of vergoedingspligte siekte waarvoor vergoeding ingevolge die Wet op Vergoeding vir Beroepsbeserings en -siektes, 1993, betaalbaar is, as ongeskiktheid beskou word slegs gedurende enige 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 gelykstaande is met die van die werknemer, betaal aan 'n fonds of organisasie deur die werknemer benoem, welke fonds of organisasie deur die werknemer benoem, welke fonds of organisasie die werknemer waarborg om in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, aan hom 'n bedrag te betaal van minstens die ekwivalent van sy loon vir enige tydperk van sodanige verlof ingevolge subklousule (1);

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

8. BETAALDE VAKANSIEDAE, SONDAE EN VRY PERIODES(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 van minstens sy dagloon 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 soos volg betaal—

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

(ii) 'n bedrag bereken teen 'n tarief van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tyd wat hy op daardie dag werk en aan hom binne sewe dae na daardie dag een dag verlof toestaan en ten opsigte van sodanige verlof 'n bedrag van minstens sy dagloon betaal.

(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 daardie dag ook 'n betaalde vakansiedag is, moet sy werkgever hom vergoed op die grondslag in subklousule (1) (b) uiteengesit.

(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 soos volg betaal:

(i) Indien hy hoogstens vier uur werk, 'n bedrag gelyk aan minstens sy dagloon;

(ii) indien hy langer as vieruur werk—

(aa) 'n bedrag bereken teen 'n tarief van nie minder nie as dubbel sy uurloon ten opsigte van die volle tyd wat hy op sodanige Sondag werk, of 'n bedrag van minstens dubbel sy dagloon, watter ook al die grootste is; of

(bb) 'n bedrag bereken teen 'n tarief van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tyd wat hy op sodanige Sondag werk en aan hom binne sewe dae na sodanige Sondag een dag verlof verleen en hom ten opsigte van sodanige verlof 'n bedrag van minstens sy dagloon betaal.

(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 working day; or
- (c) partly on a paid holiday and partly on a free period; or
- (d) partly on a Sunday and partly on a free period; or
- (e) partly on a Sunday and partly on an ordinary working day; or
- (f) partly on a free period and partly on an ordinary working day,

he shall for the purposes of this clause be deemed to have worked the whole period on that 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 term of clause 3 (4);

(ii) to work for less than four hours on such a 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 pay-day 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).

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 footwear, uniform, overall, or other protective clothing with which he provides his employee 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 not less than R1,50 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) Notwithstanding clause 3 (2) 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 working day's;
- (b) after the first four weeks of employment, not less than one week's,

(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) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n vry periode val; of
- (d) gedeeltelik op 'n Sondag en gedeeltelik op 'n vry periode val; of
- (e) gedeeltelik op 'n Sondag en gedeeltelik op 'n gewone werkdag val; of
- (f) gedeeltelik op 'n vry periode 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 die 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 tyd wat hy op sodanige dag werk, 'n bedrag betaal bereken teen 'n tarief van minstens dubbel die voorgeskrewe uurloon vir, of dubbel die uurloon wat betaal word aan, 'n voltijdse 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 minder as vier uur op sodanige dag te werk, daar geag word dat hy vier uur lank gewerk het.

(b) Wanneer 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte op 'n betaalde vakansiedag of Sondag werk, moet sy werkgever hom ten opsigte van die volle tydsduur 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 besoldig word soos in klousule 4 (2) bepaal.

9. WAPENS, UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgever moet—

- (a) enige wapen, ammunisie, gereedskap, 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 en jas of enige ander geskikte boklere om die werknemer teen koue en nat weer te beskerm, asook enige skoeisel, uniform, oorpak of ander beskermende klere 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 R1,50 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) Ondanks klousule 3 (2) moet 'n werkgever of sy werknemer, uitgesonderd 'n los werknemer, 'n skeepsekuriteitsbeampte of 'n vragsekuriteitsbeampte, wat die dienskontrak wil beëindig—

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

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 working 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 payment in lieu of notice shall not be permitted during the absence of an employee—
 - (i) on leave in terms of clause 6;
 - (ii) on sick-leave in terms of clause 7 (1);
 - (iii) owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b), amounting in the aggregate to not more than 15 weeks in any period of 12 months;
 - (iv) on military service, except where an employee otherwise requests and his employer agrees thereto in writing: Provided further that where the wage of an employee at the date of termination has been reduced by deductions in respect of short time, the expression "is receiving at the time of such termination" shall, when an employer pays an employee in lieu of notice, be deemed to mean "would have received at the time of such termination had no deduction been made in respect of short time".

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

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

- (a) on leave in terms of clause 6;
- (b) on sick-leave in terms of clause 7 (1);
- (c) owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b), amounting in the aggregate to not more than 15 weeks in a period of 12 months;
- (d) on military service, except where an employee otherwise requests and his employer agrees thereto in writing.

(4) Notwithstanding anything to the contrary contained in the Order, 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 order, 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 the employee, the class of the employee, the date of commencement and the date of termination of the contract and the wage of the employee on the date of such termination.

CERTIFICATE OF SERVICE

I,,
 rendering Security Services at,
 hereby certify that, Identity number.....,
 was employed by me from the..... day of 19.....
 to the..... day of 19.....
 as (*).....

At the termination of employment this employee's wage was R.....

.....
*Signature of employer or authorised
 representative*

Date

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

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 minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval van een week kennisgewing, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang: Met dien verstande dat—
 - (aa) die reg van 'n werkgewer of sy werknemer om die kontrak 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 klousule voorgeskryf word;
 - (ac) die werking van enige verbeuring of boete wat by wet van toepassing is ten opsigte van 'n werknemer wat dros,

nie hierdeur geraak word nie: Met dien verstande voorts dat betaling in plaas van kennisgewing nie toegelaat mag word nie gedurende 'n werknemer se afwesigheid—

- (i) met verlof ingevolge klousule 6;
- (ii) met siekteverlof ingevolge klousule 7 (1);
- (iii) weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop;
- (iv) vir militêre diens, behalwe waar 'n werknemer anders versoek en sy werkgewer skriftelik daartoe instem: Met dien verstande voorts dat waar die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd, die uitdrukking "ten tyde van sodanige beëindiging ontvang", wanneer 'n werkgewer 'n werknemer betaal in plaas van kennis te gee, geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag ten opsigte van korttyd afgetrek was nie".

(2) Waar 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 kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid—

- (a) met verlof ingevolge klousule 6;
- (b) met siekteverlof ingevolge klousule 7 (1);
- (c) weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop;
- (d) vir militêre diens, behalwe waar 'n werknemer anders versoek en sy werkgewer skriftelik daartoe instem.

(4) Ondanks andersluidende bepalings in hierdie Order, kan 'n werkgewer, waar sy werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om die vereiste termyn kennis te gee en uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, hom uit enige gelde wat hy sodanige werknemer uit hoofde van enige bepalings van hierdie Order skuld, 'n bedrag toe-eien van hoogstens dit wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat hierdie subklousule nie geld nie waar die werkgewer van die vereiste kennisgewingstermyn afgesien het of indien die werknemer by versuim om die termyn kennis te gee en uit te dien, 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.

DIENSSERTIFIKAAT

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

Handtekening van werkgewer of
 gemagtigde verteenwoordiger

Datum

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

13. LOGBOOK

- (1) Any employer shall provide his driver with a logbook 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 logbook 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.

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

Naam van werkgewer

Naam van drywer

Datum

Registrasienommer van voertuig

Ruspouses: Van tot.....
Van tot.....
Van tot.....

Tyd wat werk voltooi is

Getal ure gewerk.....

Etenspouse vanaftot.....

Besonderhede van 'n ongeluk of vertraging

Naam(name) van werknemer/s wat drywer vergesel

Datum

(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.

(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)

Year		Entries to be made by employee											Remarks (if any)				
Month		Time of commencing work	Intervals off work						Time of finishing work	Overtime worked		Total number of hours		Signature	By employee	By employer, if employee was absent. Reasons for his absence (to be signed by employer)	By inspector
Date	Day of week		From	To	From	To	From	To		From	To	Each day	Each week				
1																	
2																	
3																	
4																	
5																	
6																	
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Note.—Under headings "From" and "To" 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)									
Jaar		Inskrywings moet deur werknemer gedoen word										Opmerkings (as daar is)							
Maand		Tyd wat werk 'n aanvang neem	Pouses						Tyd wat werk voltooi is	Oortyd gewerk		Totale getal ure gewerk		Handtekening	Deur werknemer	Deur werkgewer indien werknemer afwesig was. Redes vir sy afwesigheid (moet deur werkgewer onderteken word)	Deur inspekteur		
Datum	Dag van week		Van	Tot	Van	Tot	Van	Tot		Van	Tot	Elke dag	Elke week						
1																			
2																			
3																			
4																			
5																			
6																			
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31																			

Opmerking.—Onder die opskrifte "Van" en "Tot" 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 was used:

No. Name and class of employee

Week ended 19.....

Day	In	Out	In	Out	Total
Sunday	 :	 :	 :	 :	 :
Monday	 :	 :	 :	 :	 :
Tuesday	 :	 :	 :	 :	 :
Wednesday	 :	 :	 :	 :	 :
Thursday	 :	 :	 :	 :	 :
Friday	 :	 :	 :	 :	 :
Saturday	 :	 :	 :	 :	 :

(3) Unless prevented from doing so by unavoidable causes, 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 amount 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 driver and an employee accompanying such driver.

(2) 'n Werkgewer kan, in plaas van 'n bywoningsregister, 'n semi-outomatiese 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 en klas van werknemer.....

Week geëindig19.....

Dag	In	Uit	In	Uit	Totaal
Sondag	 :	 :	 :	 :	 :
Maandag	 :	 :	 :	 :	 :
Dinsdag	 :	 :	 :	 :	 :
Woensdag	 :	 :	 :	 :	 :
Donderdag	 :	 :	 :	 :	 :
Vrydag	 :	 :	 :	 :	 :
Saterdag	 :	 :	 :	 :	 :

(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 sodanige 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 wat op die dag gewerk is, 'n aanvang geneem en voltooi is;
- (vi) die totale aantal ure gewerk vir die dag; en
- (vii) sy handtekening;

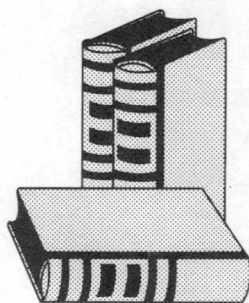
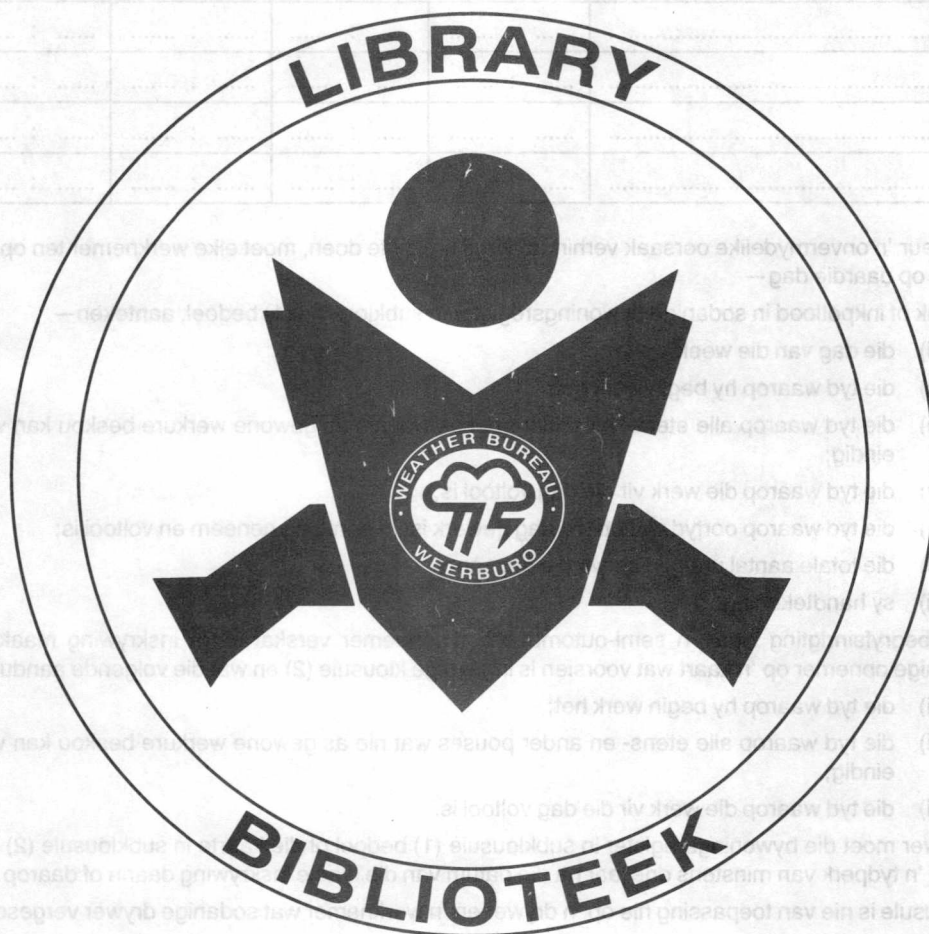
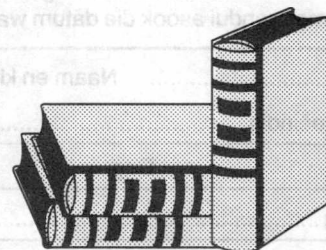
(b) in 'n bedryfsinrigting waar 'n semi-outomatiese tydopnemer verskaf is, 'n inskrywing maak deur middel van sodanige opnemer op 'n kaart wat voorsien is ingevolge klousule (2) en wat die volgende aandui:

- (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 'n drywer en 'n werknemer wat sodanige drywer vergesel.

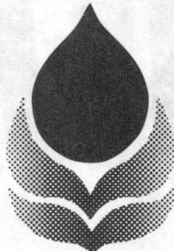
Where is the largest amount of meteorological information in the whole of South Africa available?



Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?

Department of Environmental Affairs and Tourism
Departement van Omgewingsake en Toerisme

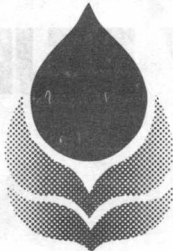
Use it

Don't abuse  it

water is for everybody



Werk mooi daarmee

Ons leef  daarvan

water is kosbaar

WARNING

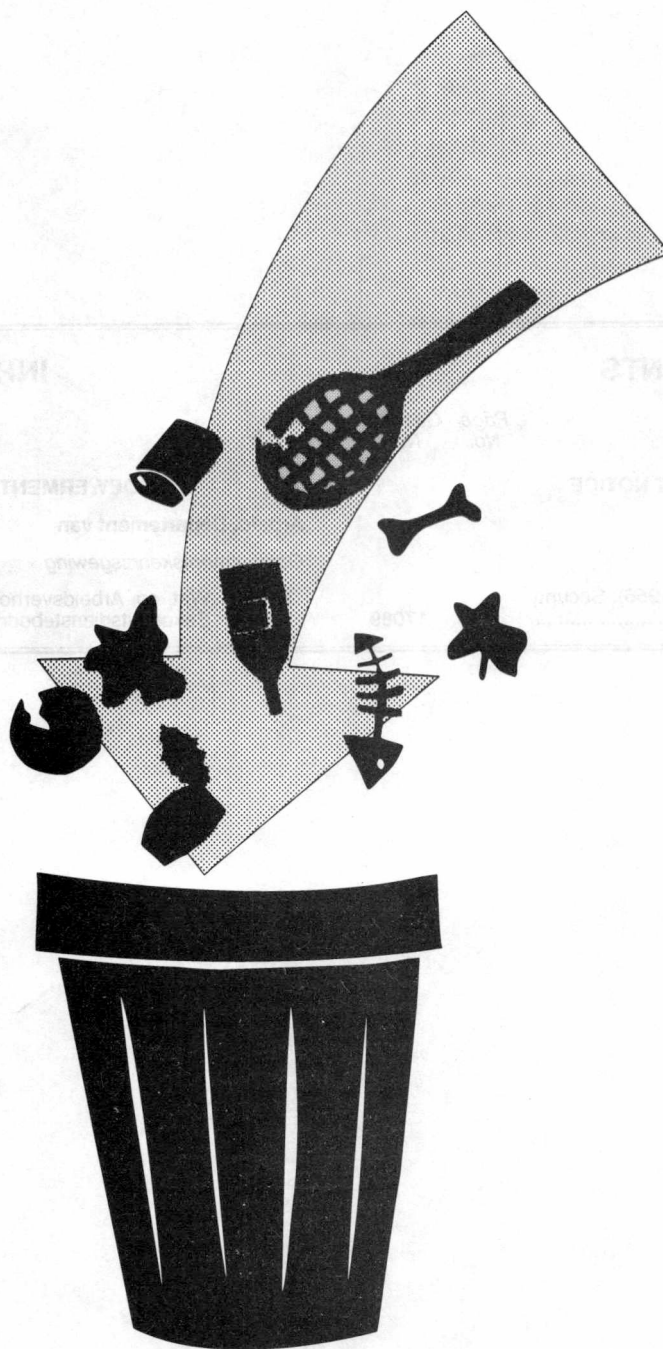
**Possession of
illegal weapons
could condemn
you to:**

**UP TO 25 YEARS IN JAIL,
COMMUNITY AND
FAMILY REJECTION**

**PLEASE
HAND IT IN**

For the sake of your community

Hou Suid-Afrika Skoon



Gooi rommel waar dit hoort

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