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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 366

13 March 1998

WAGE ACT, 1957

WAGE DETERMINATION 480: CIVIL ENGINEERING INDUSTRY, SOUTH AFRICA

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

SCHEDULE

1. AREA AND SCOPE OF THE DETERMINATION

- (1) This determination shall apply to every employer and employee in the Civil Engineering Industry as defined in subclause (2) in the Republic of South Africa.
- (2) The Civil Engineering Industry means the industry in which employers (other than local authorities) and employees are associated for the purpose of work of a civil engineering character and includes such work in connection with one or more of the following activities:
 - (a) The construction of aerodrome runways or aprons; aqueducts; bins or bunkers; bridges; cable ducts; caissons; rafts or other marine structures; canals; cooling, water or other towers; dams; docks; harbours; quays or wharves; earthworks; encasements; housings or supports for plant, machinery or equipment; factory or works chimneys; filter beds; land or sea defence works; mine headgear; pipelines; piers; railways; reservoirs; river works; roads or streets; sewerage works; sewers; shafts or tunnels; silos; sportsfields or grounds; swimming baths; viaducts or water treatment plants;
 - (b) excavation work or the construction of foundations, lift shafts, piling, retaining walls, stairwells, underground parking garages or other underground structures;
 - (c) the asphaltting, concreting, gravelling, leveling or paving of parking areas, pavements, roads, streets, aerodrome runways or aprons, premises or sites;

and further includes –

- (i) any work of a similar nature or work incidental to or consequent on any of the aforesaid activities; and
- (ii) the making, repairing, checking or overhauling of tools, vehicles, plant, machinery or equipment in workshops which are conducted by employers engaged in any of the activities referred to in paragraphs (a) to (c) inclusive;

but excludes –

- (aa) work in connection with any one or more of the activities specified in (b) above where such work, when undertaken in connection with the erection of structures having the general character of buildings and irrespective of whether or not such work involves problems of a civil engineering character, are carried out by the employers erecting such structures;

- (bb) work in connection with any one or more of the activities specified in
 - (c) above when undertaken as an incidental operation in connection with the erection of structures having the general character of buildings or when undertaken by the employers erecting such structures; and
 - (cc) any work falling within the scope of the Iron, Steel, Engineering and Metallurgical Industries as defined in the Main Agreement of the Bargaining Council for that Industry.
- (3) The provisions of clause 5 shall not apply to a foreman, a manager, administrative personnel or technical or professional personnel if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R2000 per month.

2. DEFINITIONS

Unless the context indicates otherwise, any expression which is used in this determination and which is defined in the Wage Act, 1957, has the same meaning as in that Act, further, unless inconsistent with the context -

- (1) **"administrative personnel"** means employees who are charged by the employer with the performance of work entailing responsibility for taking decisions of an administrative nature in the conduct of any activity;
- (2) **"all other employees"** means all employees other than watchmen;
- (3) **"casual employee"** means an employee who is employed by the same employer on not more than 18 consecutive work days;
- (4) **"driver"** means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;
- (5) **"emergency work"** means any work which owing to unforeseen circumstances such as fire, storm, land subsidence, accident, epidemic, act of violence, theft, a breakdown of plant, motor vehicles or machinery or a breakdown or threatened breakdown of structures, or any critical operational requirement, must be done without delay;
- (6) **"establishment"** means any premises or construction site or part thereof in, on or in connection with which one or more employees are employed in the Civil Engineering Industry;
- (7) **"foreman"** means an employee who is in charge of the employees in an establishment or section of an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;
- (8) **"hourly-rated employee"** means an employee whose remuneration is calculated on an hourly basis notwithstanding the frequency of the payment thereof, and who is not a salaried employee;
- (9) **"law"** includes the common law;

- (10) "**local authority**" means a 'local government body' as defined in the Local Government Transition Act, 1993;
- (11) "**manager**" means an employee who is charged by his employer with the overall supervision over, responsibility for, and direction of the activities of an establishment or a department of an establishment and the employees engaged therein;
- (12) "**motor vehicle**" means a power-driven self-propelled vehicle which is designed or adapted principally for the conveyance or haulage of goods or persons on a public road but excludes a motor cycle and self-propelled plant;
- (13) "**operator**" means an employee who is engaged in operating, including starting or stopping, self-propelled or stationary plant by employing the mechanisms and controls of such plant to perform the functions for which it was designed or adapted, who checks, scrutinises or regulates the running of and the work done by such plant and who may make running adjustments and minor repairs to such plant or perform the daily maintenance of such plant; and in the case of self-propelled plant "operating" includes the driving of such plant, and for the purpose of this definition "operating" includes all periods during which the operator is obliged to remain at his post in readiness to operate such plant;
- (14) "**overtime**" means that portion of any period which an employee works for his employer during any week and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 5(1), but does not include any period during which an employee whose ordinary hours of work are prescribed in clause 5(1), works for his employer on a Sunday or a paid public holiday;
- (15) "**paid public 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, Day of Goodwill and, whenever any such day falls on a Sunday, the following Monday;
- (16) "**pay**" means payment of remuneration in cash or by cheque or by other means;
- (17) "**permanent employee**" means any employee who is not a casual employee or an employee employed in terms of a limited duration contract;
- (18) "**piece-work**" means any system under which an employee's remuneration is based on the quantity of work done;
- (19) "**salaried employee**" means an employee whose remuneration is calculated on a monthly basis notwithstanding the number of hours or days actually worked, who performs work generally understood to be that of a salaried employee, and who is not an "hourly-rated employee";
- (20) "**self-propelled plant**" means a power-driven or pedestrian operated self-propelled vehicle other than a motor vehicle which is designed or adapted principally to perform, with or without a towed attachment, one or more functions while moving and may also perform such functions while standing still;
- (21) "**short-time**" means a temporary reduction in the number of ordinary hours of work owing to vagaries of the weather, a slackness of trade, a shortage of materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of structures, or any unforeseen contingencies and/or circumstances beyond the control of the employer or a temporary reduction in the number of ordinary hours of work owing to riots, unrest or acts of terrorism or disorder, which directly affect the employer's ability to provide work;

- (22) **"stationary plant"** means a power- driven device, whether or not mounted on a self-propelled or non-self-propelled vehicle, which is designed or adapted principally to perform one or more functions while standing still;
- (23) **"technical and professional personnel"** means employees who are charged by the employer with the performance of work of a technical or professional nature;
- (24) **"wage"** means the amount of money payable to an employee in terms of clause 3(1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that -
- (a) 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;
 - (b) the first proviso shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received if he had not been employed on such a basis;
- (25) **"watchman"** means an employee who is engaged in any one or more of the following activities:
- (a) guarding or protecting goods, premises, buildings, structures or movable or immovable property;
 - (b) patrolling premises, structures or property; or
 - (c) handling dogs in the performance of any one or more of the activities specified in paragraphs (a) or (b).

3. REMUNERATION

(1) *Minimum wages*

The minimum wage which an employer shall pay to the undermentioned classes of work, shall with effect from the date on which this determination comes into operation be the following:

GAUTENG PROVINCE

Area	The whole of Gauteng Province.
Minimum wage for a watchman.	R264,92 per week
Minimum wage for all other employees.	517 cents per hour

NORTH WEST PROVINCE

Area	The Magisterial Districts of Klerksdorp and Potchefstroom	The remainder of North West Province.
Minimum wage for a watchman.	R176,80 per week	R176,80 per week
Minimum wage for all other employees.	517 cents per hour	395 cents per hour

PROVINCE OF MPUMALANGA

Area	Magisterial Districts of Balfour, Bethal, Highveld Ridge, Middelburg, Standerton and Witbank.	The Magisterial Districts of Nelspruit, Pilgrim's Rest and White River.	The remainder of the Province of Mpumalanga.
Minimum wage for a watchman.	R264,92 per week	R143,83 per week	R176,80 per week
Minimum wage for all other employees.	517 cents per hour	395 cents per hour	395 cents per hour

NORTHERN PROVINCE

Area	The whole of the Northern Province.
Minimum wage for a watchman.	R176,80 per week
Minimum wage for all other employees.	395 cents per hour

FREE STATE PROVINCE

Area	The Magisterial Districts of Bloemfontein Odendaalsrus, Sasolburg, Virginia and Welkom.	The remainder of the Free State Province
Minimum wage for a watchman.	R236,49 per week	R176,80 per week
Minimum wage for all other employees.	490 cents per hour	395 cents per hour

WESTERN CAPE PROVINCE

Area	Magisterial Districts of Bellville, Cape,	Magisterial Districts of Bredasdorp, Caledon,	The remainder of the Western
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	Goodwood, Hopefield, Kuils River, Malmesbury, Mooresburg, Paarl, Simonstown, Somerset West, Stellenbosch, Strand, Vredenburg, Wellington, Worcester, Wynburg and Mitchells Plain.	George, Heidelberg, Hermanus, Montague, Mossel Bay, Picketberg, Riversdale, Robertson, Swellendam and Tulbach.	Cape Province.
Minimum wage for a watchman.	R264,92 per week	R224,57 per week	R176,80 per week
Minimum wage for all other employees.	525 cents per hour	525 cents per hour	525 cents per hour

EASTERN CAPE PROVINCE

Area	The whole of the Eastern Cape Province.		
Minimum wage for a watchman.	R176,80 per week		
Minimum wage for all other employees.	525 cents per hour		

NORTHERN CAPE PROVINCE

Area	The whole of the Northern Cape Province.		
Minimum wage for a watchman.	R181,35 per week		
Minimum wage for all other employees.	395 cents per hour		

PROVINCE OF KWAZULU-NATAL

Area	The Magisterial Districts of Camperdown, Chatsworth, Dundee, Durban, Empangeni, Inanda, Klip River, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Pietermaritzburg, Pinetown, Port Shepstone, Richards Bay and Umzinto.	The remainder of the Province of Kwazulu-Natal	
Minimum wage for a watchman.	R264,92 per week	R184,19 per week	
Minimum wage for all other employees.	507 cents per hour	456 cents per hour	

(2) *Across the board increases*

Every employee employed in the Civil Engineering Industry on the date on which this determination comes into operation shall be entitled to:

- (a) if employed for three months or less, an increase of 5,25% in the wage currently paid to that employee; or
- (b) if employed for longer than three months, an increase of 10,5% in the wage currently paid to that employee.

Provided that where an increase in terms of this subclause results in a wage lower than the minimum wage specified in subclause (1), such minimum wage shall apply.

Provided further that any employer who has during the period 31 August 1997 and the date on which this determination comes into operation, granted an employee an increase -

- (a) equal to the increase specified in this clause, shall be deemed to have complied with the provisions of this clause.; or
- (b) less than that specified in this clause, shall be entitled to grant an increase equal to the difference between the increase already granted by him and that prescribed in this subclause.

(3) *Calculation of wages*

The wage of an employee shall be calculated as set out hereunder:

- (a) The hourly wage of an employee shall be his weekly wage divided by the number of ordinary hours of work prescribed for such employee in any week.
- (b) The daily wage of an employee shall be his weekly wage divided by -
 - (i) five, in the case of an employee who works a five-day week;
 - (ii) six, in the case of any other employee.
- (c) The weekly wage of an employee shall be his hourly wage multiplied by the number of ordinary hours of work prescribed for such employee in any week.
- (d) The monthly wage of an employee shall be four and a third times his weekly wage.

(4) *Exclusions*

The provisions of subclauses 3(1) and 3(2) shall not apply to an employer who is engaged in the Civil Engineering Industry only and employs altogether not more than twenty employees at all times in or in connection with such business and whose annual turnover in such business, at any date during the preceding twelve months, does not exceed R1 000 000.

4. PAYMENT OF REMUNERATION

(1) Save as provided in clause 6(5), any amount due to an employee shall be paid weekly, fortnightly or monthly during the hours of work, on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be verified by a statement, or 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 and/or his number on the pay-roll and his category;
- (c) the number of ordinary hours worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the number of hours worked by the employee on a Sunday or a paid holiday referred to in clause 8;
- (f) The employee's wage;
- (g) The details of any other remuneration arising out of the employee's employment;
- (h) The details of any deductions made;
- (i) The actual amount paid to the employee; and
- (j) The period in respect of which payment is made.

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

- (i) at the written request of an employee, the amount due to him may be paid into his building society or bank account by his employer who shall hand to him the aforementioned statement;
 - (ii) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5(6).
- (2) *Premiums:* No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee, except as provided for by the Civil Engineering Industry Training Scheme.
- (3) *Deductions:* An employer shall not levy any fines against an employee nor shall he make any deductions from his employee's remuneration other than the following:

- (a) With the written consent of the employee, any deduction that relates to his conditions of employment, employment relationship with the employer and subscriptions to a trade union.
- (b) Except where otherwise provided in this determination, whenever an employee is absent from work other than on the instructions 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 the employer is by law or order of any competent court required or permitted to make..
- (d) Whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction not exceeding the amount of the employee's hourly wage in respect of each hour of such reduction: Provided that -
 - (i) such deduction shall not exceed one third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work were reduced.;
 - (ii) no deduction shall be made in the case of short-time arising from slackness of trade or shortage of raw materials, 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 or structures, in respect of the first two hours not worked, unless the employer has given his employee notice on the previous working day that no work will be available due to such breakdown; and
 - (iv) if the employee has reported to work, no deduction shall be made in the case of short-time owing to a inclement weather in respect of the first two hours not worked, unless the employer has given his employee notice on the previous working day that no work will be available due to inclement weather.
 - (v) Notwithstanding the provisions of sub-paragraph (iv) above the following arrangements will apply in the specified provinces.

(aa) Gauteng, Free State, North West, Northern Province and Mpumalanga:

If the site closes any time during the first two hours of work due to inclement weather, two hours shall be paid, provided that the employee has reported for work.

If the site closes after two hours and before the lunch break due to inclement weather, the hours worked, plus two hours, shall be paid.

If the site closes any time after the lunch break due to inclement weather, the ordinary hours worked for that day shall be paid.

If the site management agrees with the employees on the day before not to come to work because work will not be possible due to inclement weather, then no payment will be made for that day.

(bb) Eastern Cape

Where work has not begun at all on a site due to inclement weather, three hours wages will be paid provided the employee reported for work. Should stop due to inclement weather between 10:00 and 13:00, a full day's pay will be paid.

(cc) Western Cape

Should work be stopped due to inclement weather and if an employee has reported for work, he will be paid for the hours worked plus two hours. Provided that no fewer than four hours and no more than the ordinary day's wage will be paid on any one day.

(dd) KwaZulu- Natal

Notwithstanding the provisions of subparagraph (iii) above 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 or structures, in respect of the first three hours not worked, unless the employer has given his employee notice on the previous working day that no work will be available due to such breakdown

(e) With the written consent of an employee a deduction of any amount which the employer has paid or undertaken to pay to -

- (i) any banking institution, building society, insurance business, local authority or registered financial institution in respect of a payment on a loan granted to such employee to acquire a dwelling;
- (ii) any other organisation or body in respect of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such organisation or body wholly or partially from funds advanced for that purpose by the State, a building society or a local authority.

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 in the case of the following classes of workers -

- (a) when working a five-day week from Monday to Friday inclusive:

- (i) a watchman, 55 in any week and 12 on any day;
 - (ii) any other employee, 45 in any week and 9 on any day;
- (b) when working a six-day week from Monday to Saturday inclusive:
- (i) a watchman, 55 in any week and 10 on any day;
 - (ii) any other employee, 45 in any week and eight on any day provided that on one day only 5 hours are worked.
- (2) *Meal intervals* - An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than half an 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) periods of work interrupted by intervals of less than half an hour, except when proviso (e) below applies, shall be deemed to be continuous;
 - (b) if such interval is longer than half an hour, any period in excess of one hour shall be deemed to be time worked;
 - (c) 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;
 - (d) when, on any day, by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to not less than 15 minutes;
 - (e) a driver or an operator of self-propelled or stationary plant who during such interval does no work other than being or remaining in charge of a vehicle or such plant shall be deemed for the purposes of this subclause not to have worked during such interval.
- (3) *Limitation of overtime* - An employer may require an employee to work overtime but not more than, in the case of-
- (a) a watchman, 12 hours in any week;
 - (b) an employee (other than a watchman) who is employed in or in connection with any premises which constitutes a factory within the meaning of section 1 of the Basic Conditions of Employment Act, 1983, 10 hours in any week;
 - (c) any other employee, 15 hours in any week provided that the total number of hours worked on any one day shall not exceed 12 hours.
- (4) *Payment for overtime* - An employer shall pay an employee who works overtime at a rate of not less than one and one third times his ordinary wage in respect of the overtime referred to in clause 5(3)(c). Provided that any time worked on Sundays and paid public holidays shall be paid in accordance with the provisions of clause 8.

- (5) *Rest Period.* An employee shall be entitled to and an employer shall grant an employee a rest period of at least 12 hours from the time he finishes working on a day, whether he worked overtime or not, to the time he next resumes work.
- (6) Clauses 5(2), 5(3) and 5(4) shall not apply to an employee while engaged on emergency work.
- (7) The provisions of subclause (3) relating to limitation of overtime will be substituted by the provisions of section 10(1) of the Basic Conditions of Employment Act, 1997, when those provisions come into operation.

6. ANNUAL LEAVE

- (1) An employer shall grant to his employee, and the employee shall take, in respect of each completed period of 12 months of employment 21 calendar days leave on full pay of which 15, in the case of a security guard and 10 in the case of any other employee, shall be taken consecutively, normally during the Civil Engineering Industry's shut-down period, and the remaining days shall be granted and be taken, subject to clause 6(2), by agreement between the individual employer and employee;
- (2) If the leave prescribed in clause 6(1) has not been granted and taken earlier, it shall, save as provided in clause 6(3), be granted and be taken so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee and the employee shall take the leave from a date not later than two months after the expiration of the said period of four months: Provided that the period of leave shall not be concurrent with:
 - (a) sick leave granted in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clauses 7(4)(a) or 7(4)(b) amounting in the aggregate to not more than 12 days in any one period of 12 months;
 - (b) any period during which the employee is under notice of termination of employment in terms of clause 12; or
 - (c) any period during which the employee is doing military training or service under the Defence Act, 1957.
- (3) 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:
 - (a) 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

- (b) the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request at least until after the expiration of the period of leave.
- (4) The leave referred to in clause 6(3) shall be granted and be taken at a time to be fixed by the employer and the proviso to clause 6(2) shall apply to such leave.
- (5) The remuneration in respect of a period of leave in terms of this clause shall be paid not later than the last work-day before the date of commencement of the leave.
- (6) Upon termination of employment the employer shall pay his employee his pay in respect of any period of leave which has accrued to him but was not granted to him before the date of termination of the employment.
- (7) For the purpose of this clause the expression "employment" shall be deemed to include-
 - (a) any period during which an employee is absent for military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service; and
 - (b) any time during which an employee is required by his employer not to work because of the vagaries of the weather, slackness of trade or a breakdown of machinery or plant.
- (8) Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave at any time, but not more than once in any period of 12 months, close his establishment or a portion of his establishment for 15 consecutive work days plus an additional day for each paid holiday referred to in clause 2(15) falling within such closed period on a day which is normally a work-day.
- (9) An employee who at the date of the closing of an establishment or the portion thereof in which he is employed, is not entitled to the full period of annual leave prescribed in clause 6(1) shall, in respect of any leave due to him be paid by his employer on the basis set out in clause 6(6), and for the purposes of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment or portion of the establishment, as the case may be.

7. SICK LEAVE

- (1) Subject to clause 7(2), an employer shall grant to his employee, who is absent from work through incapacity, not less than 36 work-days' sick leave in the

aggregate during each cycle of 36 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage which would have been paid had the employee worked during such period: Provided that-

- (a) in the first 36 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work-day in respect of each completed month of employment;
 - (b) where, in the first cycle of 36 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, the employee shall be entitled to be paid in respect of only such leave as has so accrued, but the employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration, pay the employee in respect of such excess period of absence owing to incapacity, to the extent to which sick leave, accrued at such expiration or termination and had not been taken;
 - (c) 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;
 - (d) no unused sick leave may be accrued from one cycle to another.
- (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 three consecutive work-days; or
 - (b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a paid holiday;

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that, when an employee has, during any period of up to eight weeks, received payment in terms of this clause on two or more occasions without producing such a certificate, the employer may, during the period of eight weeks immediately succeeding the last such occasion, require the production of such certificate in respect of any absence. Furthermore, an employer may require an employee to obtain a certificate issued by a medical practitioner nominated by the employer but at the employer's expense in order to satisfy the requirements of this clause.

- (3) For the purposes of this clause the expression-
- (a) "employment" shall be deemed to include any period during which an employee is absent-

- (i) on leave in terms of clause 6 or on the instructions or at the request of his employer or on sick leave in terms of subclause 7(1) amounting in the aggregate in any period of 12 months to not more than 10 weeks; and
 - (ii) owing to military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service;
 - (iii) due to the employee not being required to work because of the vagaries of the weather, slackness of trade or a breakdown of machinery or plant;
- (b) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, 1993, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

(4) Clause 7, save for this sub-clause, shall not apply-

- (a) to an employee at whose written request the employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for 36 work-days in each cycle of 36 months of employment, except that during the first 36 months of the payment of contributions by the employee, the guaranteed rate may be reduced by not less than the rate of accrual set out in the first proviso to clause 7(1); and
- (b) in respect of any period of incapacity of an employee for which the employer is required by any other law to pay to the employee not less than his full wages.

8. PAYMENT IN RESPECT OF SUNDAYS AND PAID PUBLIC HOLIDAYS

(1) Whenever an employee works on a Sunday, his employer shall either-

- (a) pay the employee
 - (i) if he works for a period not exceeding four hours, not less than his daily wage; and
 - (ii) if he works for a period exceeding four hours, at a rate of not less than double his ordinary wage in respect of the total period

worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or

- (b) pay the employee at a rate of not less than one and a third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within seven days of such Sunday one day's leave, which shall not constitute annual leave in terms of clause 6, and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.
- (2) If an employee does not work on an obligatory paid holiday as referred to in clause 2(15) his employer shall pay him for the week in which such day falls not less than his weekly wage.
- (3) Whenever an employee works on an obligatory paid holiday as referred to in clause 2(15) his employer shall pay him for the week in which such day falls not less than his weekly wage plus his hourly wage for each hour or part of an hour worked by the employee on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day he shall be deemed to have worked for four hours.
- (4) This clause shall not apply to an employee who is excluded from the hours of work provisions by virtue of clause 5(6).

9. PIECE WORK

- (1) An employer may, after at least one week's notice to his employee, introduce a piece-work system and, save as provided in clauses 4(3) such employer shall pay such employee remuneration at the rate applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than in respect of each week in which piece-work is performed, the amount which he would have been required to pay such employee for that week had the employee been remunerated on the basis of time worked;
- (2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in clause 9(1).
- (3) An employer who intends to cancel or amend the piece-work system in operation or the rates applicable thereunder, shall give his employee employed on such system not less than one week's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give notice for a period not shorter than that agreed upon.

10. PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable condition, free of charge, any protective clothing which he requires his employee to wear or which by any law he is compelled to provide to his employee and any such article shall remain the property of the employer.

11. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of 15 years.

12. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, who wishes to terminate the contract of employment,

(a) shall give notice of termination of-

- (i) in the case of a salaried employee, not less than one work-day during the first four weeks of employment, and not less than two weeks after the first four weeks of employment; and
- (ii) in the case of an hourly-rated employee, not less than one work-day; or

(b) may terminate the contract without notice by, subject to clauses 12(2) and 12(3), paying the employee or paying the employer, as the case may be, in lieu of such notice not less than in the case of-

- (i) one work-day's notice, the daily wage;
- (ii) two week's notice, the weekly wage;

which the employee is receiving at the time of such termination.

(2) The provision in clause 12(1) for notice pay shall not affect the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts.

(3) Where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression in clause 12(1) "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 if no deduction had been made in respect of short-time".

(4) The notice prescribed in clause 12(1) may be given on any work-day: Provided that-

(a) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence-

- (i) on leave in terms of clause 6;
- (ii) on military training or service in pursuance of the Defence Act, 1957;

amounting in the aggregate to not more than 10 weeks in any period of 12 months; and

- (b) notice shall not be given during an employee's absence on sick leave in terms of clause 7 or absence owing to incapacity in the circumstances set out in clause 7(4)(b);
- (5) Notwithstanding anything to the contrary in this determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, the employee shall for the purposes of clause 6(6) be deemed to have paid the employer in lieu of notice.

13. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the grounds of desertion 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 weekly wage of the employee on the date of such termination.

CERTIFICATE OF SERVICE

I/We.....

carrying on trade in the Civil Engineering Industry

at

hereby certify that

was employed by me/us from the ...

day of 19.... to the

day of 19.... as a

At the termination of employment his/her

wage was R.....per week/month

.....
(Signature of employer or
authorised representative)

Date.....19....

14. CASUAL EMPLOYEES

Unless the context otherwise indicates, the conditions of employment prescribed in this determination shall apply to casual employees, except in the following circumstances:

(1) *Remuneration:*

Where an employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his daily wage may be reduced by not more than 50 percent in respect of that day.

(2) *Payment of remuneration:*

(a) The provisions of clause 4(1) do not apply.

(b) An employer shall pay the remuneration due to a casual employee weekly or on termination of his employment.

(3) *Payment for overtime:*

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

(4) *Annual Leave:*

Clause 6 shall not apply.

(5) *Sick Leave:*

Clause 7 shall not apply.

(6) *Termination of Contract of Employment:*

Clause 12 shall not apply.

(7) *Certificate of Service:*

Clause 13 shall not apply.

15. YEAR-END BONUS

(1) Subject to the provisions of this clause, employers shall pay their employees a bonus amount as follows each December equal to 10 working days' pay.

(2) Where agreements, substantive or otherwise, provide for bonuses in excess of that provided for in clause 16(1), such existing agreements shall prevail.

(3) An employee shall not be entitled to the bonus amounts referred to in clause 16(1) unless he is employed by his employer in December of the year in which the bonus amount is to be paid and he has been continuously so employed for at least 1 full year.

- (4) An employee who is employed by his employer in December of the year in which a bonus amount is to be paid and who has been continuously so employed for at least 3 months, but for less than 1 full year, shall be entitled to a pro rata bonus payment.
- (5) An employee whose employment is terminated through no fault of his own, through retrenchment, retirement, disability or death, shall be entitled to a pro rata bonus payment. No bonus payment shall be made to employees whose employment was terminated by reason of misconduct.
- (6) Where an employee is absent for more than 10 working days in any one year, the bonus payment to which he is entitled shall be reduced by the proportion of total working days lost to total possible working days in a year.

16. EFFECT OF THE BASIC CONDITIONS OF EMPLOYMENT ACT, 1997

- (1) Any provision of the Basic Conditions of Employment Act, 1997, which regulates a condition of employment not provided for in this determination, shall apply to the Civil Engineering Industry with effect from the date on which that provision of the Act comes into operation.
- (2) As specified in subclause 5(7) of this determination, the provisions regulating limitation of overtime in this determination will be substituted by the equivalent provisions of the Basic Conditions of Employment Act, 1997, when such provisions come into operation.

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID**No. R. 366****13 Maart 1998****LOONWET, 1957****LOONVASSTELLING 480: SIVIELE INGENIEURSNYWERHEID, SUID-AFRIKA**

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

BLYAE**1. GEBIED EN TOEPASSINGSBESTEK VAN VASSTELLING**

- (1) Hierdie vasstelling is van toepassing op elke werkgewer en werknemer in die Siviele Ingenieursnywerheid soos in subklousule (2) omskryf, in die Republiek van Suid Afrika.
- (2) "Siviele Ingenieursnywerheid" beteken die nywerheid waarin werkgewers (uitgesonderd plaaslike owerhede) en werknemers met mekaar geassosieer is vir die verrigting van werk van siviele ingenieurs aard en sluit sodanige werk in wat verband hou met een of meer van die volgende werksaamhede:
 - (a) Die konstruksie van vliegveldaanloopbane of vaste blaaie; waterkanale; opgaarkuile of brandstofruime; brûe; kabelgange; caissons; vlotte of ander skeepstrukture; kanale; koeltorings, water- of ander torings; damme; dokke; hawens; kaaie; grondwerke; bedekkings; omhulsels of stutte vir installasies, masjinerie of uitrusting; fabriek- of werkeskoorstene; filtreerbeddings; land- of seeverdedigingswerke; mynskagtorings; pyplyne; piere; treinspore; reservoirs; rivierwerke; paaie of strate; rioolwerke; riole; skagte of tunnels; silo's; sportvelde of -terreine; swembaddens; viadukte of waterbehandelinginstallasies;
 - (b) uitgrawingswerk of die konstruksie van fondamente, hyserskagte, stapeling, keermure, trapkuile, ondergrondse parkeergarages of ander ondergrondse strukture;
 - (c) die asfaltering, betonnering, begruising, gelykmaking of bestrating van parkeergebiede, sypaadjes, paaie, strate, vliegveld aanloopbane of vaste blaaie, persele of terreine;

en omvat verder -

- (i) enige werk van 'n soortgelyke aard of werk wat gepaardgaan met of voortspuit uit enige van voormelde werksaamhede; en
- (ii) die maak, herstel, nagaan of opknapping van gereedskap, voertuie, installasies, masjinerie of uitrusting in werksinkels wat gedoen word deur werkgewers wat betrokke is by enige van die werksaamhede wat in paragrafe (a) tot en met (c) bedoel word;

maar uitgesonderd -

- (aa) werk wat verband hou met een of meer van die werksaamhede wat in paragraaf (b) uiteengesit word, waar sodanige werk, wanneer dit onderneem word in verband met die oprigting van strukture wat die algemene kenmerke van geboue het, en ongeag of sodanige werk probleme van siviele ingenieursaard behels al dan nie, deur die werkgewers wat sodanige strukture oprig, gedoen word;

- (bb) werk wat verband hou met een of meer van die werksaamhede wat in paragraaf (c) uiteengesit word, wanneer dit onderneem word as 'n bykomstige werksaamheid in verband met die oprigting van strukture wat die algemene kenmerke van geboue het of wanneer dit deur die werkgewers wat sodanige strukture oprig, onderneem word; en
 - (cc) enige werk wat binne die bestek van die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid val, soos omskryf in die hoofooreenkoms van die Onderhandelingsraad van daardie Nywerheid.
- (3) Die bepalings van klousule 5 is nie van toepassing nie op 'n voorman, 'n bestuurder, 'n administratiewe werknemer of 'n tegniese of professionele werknemer solank sodanige werknemer gereeld 'n loon ontvang van minstens R2 000 per maand.

2. WOORDOMSKRYWING

Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie vasstelling gebesig word en in die Loonwet 1957 omskryf word, dieselfde betekenis as in daardie Wet; voorts, tensy dit strydig met die sinsverband is, beteken -

- (1) **"administratiewe personeel"** werknemers wat in opdrag van die werkgewer werk verrig wat verantwoordelikheid meebring vir die neem van besluite van 'n administratiewe aard by die uitvoering van werksaamhede;
- (2) **"alle ander werknemers"** alle werknemers buiten wagte;
- (3) **"bediener"** 'n werknemer wat selfgedrewe of vaste masjinerie bedien, en dit aan- of afskakel deur die meganismes en kontroles van sodanige masjinerie te gebruik sodat dit die funksies verrig waarvoor dit ontwerp of aangepas is, wat die gang van en die werk wat deur so 'n masjien gedoen word, nagaan, noukeurig ondersoek of reguleer en wat ook lopende verstellings en kleinere herstelwerk kan doen aan sodanige masjinerie, of die daaglikse onderhoudswerk aan sodanige masjinerie kan verrig; en in die geval van selfgedrewe masjinerie omvat "bedien" die dryf van sodanige masjinerie, en by die toepassing van hierdie woordoms krywing omvat "bedien" alle tydperke waarin die bediener verplig is om op sy pos te bly, gereed om sodanige masjien te bedien;
- (4) **"bedryfsinrigting"** 'n perseel of konstruksieperseel of 'n deel daarvan waarin of in verband waarmee een of meer werknemers in die Siviele Ingenieursnywerheid in diens is;
- (5) **"bestuurder"** 'n werknemer wat deur sy werkgewer belas is met die algemene toesig oor, verantwoordelikheid vir, en leiding van die werksaamhede van 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting en die werknemers wat daarin werk;

- (6) **"betaalde openbare vakansiedae"** Nuwejaarsdag, Menseregtedag, Goeie Vrydag, Gesinsdag, Vryheidsdag, Werkersdag, Jeugdag, Nasionale Vrouedag, Erfenisdag, Versoen-ingsdag, Kersdag, Welwillendheidsdag en, wanneer enige sodanige dag op 'n Sondag val, die daaropvolgende Maandag;
- (7) **"betaling"** betaling van besoldiging in kontant of per tjek of op 'n ander wyse;
- (8) **"drywer"** 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordskrywing 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 vraag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf;
- (9) **"gesalarieerde werknemer"** 'n werknemer wie se besoldiging op 'n maandelikse grondslag bereken word ondanks die aantal ure of dae wat werklik gewerk is, wat werk verrig wat algemeen verstaan word as synde dié van 'n gesalarieerde werknemer en wat nie 'n "uurliks besoldigde werknemer" is nie;
- (10) **"korttyd"** 'n tydelike vermindering in die getal gewone werkure weens weersomstandighede, 'n slapte in die bedryf, 'n tekort aan materiaal, 'n onklaarraking van masjinerie of masjiene, of weens die feit dat strukture onbruikbaar is of dreig om dit te word, of enige onvoorsiene gebeurlikhede en / of omstandighede buite die werknemer se beheer of 'n tydelike vermindering in die aantal gewone werkure weens onluste, onrus of dade van terrorisme of wanorde, wat die werknemer se vermoë om werk te verskaf, direk beïnvloed;
- (11) **"loon"** die bedrag wat ingevolge klousule 3(1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat -
- (a) as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3(1) voorgeskryf, dit sodanige hoër bedrag beteken;
 - (b) die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;
- (12) **"los werknemer"** 'n werknemer wat hoogstens 18 opeenvolgende werkdae by dieselfde werkgever in diens is;
- (13) **"motorvoertuig"** 'n kragaangedrewe selfgedrewe voertuig wat hoofsaaklik ontwerp of aangepas is vir die vervoer of sleep van goedere of persone op 'n openbare pad, maar wat 'n motorfiets en selfgedrewe masjinerie uitsluit;
- (14) **"noodwerk"** enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, grondinsakking, ongeluk, epidemie, gewelddaad, diefstal, 'n onklaarraking van masjinerie, motorvoertuie of masjiene of wanneer strukture

onbruikbaar is of dreig om dit te word, of 'n kritieke bedryfsvereiste sonder versuim gedoen moet word;

- (15) **"oortyd"** die gedeelte van 'n tydperk wat 'n werknemer werk verrig vir sy werkgever gedurende 'n week en wat langer is as die onderskeie gewone werkure wat vir sodanige werknemer voorgeskryf is by klousule 5(1) maar omvat dit geen tydperk wat 'n werknemer wie se werkure by klousule 5(1) voorgeskryf is, op 'n Sondag vir sy werkgever werk nie;
- (16) **"permanente werknemer"** enige werknemer wat nie 'n los werknemer is nie en wat nie ingevolge 'n kontrak van beperkte duur in diens is nie;
- (17) **"plaaslike owerheid"** 'n "plaaslike regeringsliggaam" soos omskryf in die Oorgangswet op Plaaslike Regering, 1993;
- (18) **"selfgedrewe masjinerie"** 'n kragaangedrewe selfgedrewe voertuig, of 'n selfgedrewe voertuig wat deur 'n operateur te voet bedien word, uitgesonderd 'n motorvoertuig, wat hoofsaaklik ontwerp en aangepas is om met of sonder 'n sleephegstuk, een of meer funksies te verrig terwyl dit beweeg en ook sodanige funksies kan verrig terwyl dit stilstaan;
- (19) **"stukwerk"** 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is;
- (20) **"tegniese en professionele personeel"** werknemers wat in opdrag van die werkgever werk van 'n tegniese of professionele aard verrig;
- (21) **"uurliks besoldigde werknemer"** werknemer wie se besoldiging op 'n uurlikse grondslag bereken word ondanks die frekwensie van die betaling daarvan en wat nie 'n gesalarieerde werknemer is nie;
- (22) **"vaste masjinerie"** 'n kragaangedrewe toestel, ongeag daarvan of dit gemonteer is op 'n selfgedrewe of nieselfgedrewe voertuig of nie, wat hoofsaaklik ontwerp of aangepas is om een of meer funksies uit te voer terwyl dit stilstaan;
- (23) **"voorman"** 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of afdeling daarvan wat beheer uitoefen oor sodanige werknemers en daarvoor verantwoordelik is dat hulle hulle pligte doeltreffend uitvoer;
- (24) **"wag"** 'n werknemer wat betrokke is by een of meer van die volgende werksaamhede:
 - (a) goedere, persele, geboue, strukture of roerende of vaste eiendom bewaak of beskerm;
 - (b) persele, geboue, strukture of eiendom patrolleer; of
 - (c) honde hanteer in die uitvoering van een of meer van die werksaamhede genoem in paragrawe (a) of (b);
- (25) **"wet"** ook die gemene reg.

3. BESOLDIGING

(1) *Minimum lone*

Die minimum loon wat 'n werkgever aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal, is met ingang van die datum van inwerkingtreding van hierdie vasstelling, die volgende:

GAUTENG PROVINSIE

Gebied	Die hele Gauteng Provinsie
Minimum loon vir 'n wag	R264,92 per week
Minimum loon vir alle ander werknemers	517 sent per uur

NOORD-WES PROVINSIE

Gebied	Die landdrosdistrikte van Klerksdorp en Potchefstroom	The res van of Noord-Wes Provinsie.
Minimum loon vir 'n wag	R176,80 per week	R176,80 per week
Minimum loon vir alle ander werknemers	517 sent per uur	395 sent per uur

PROVINSIE VAN MPUMALANGA

Gebied	Die landdrosdistrikte van Balfour, Bethal, Hoëveldrif, Middelburg, Standerton en Witbank.	Die landdrosdistrikte van Nelspruit, Pelgrimsrus en Witrivier.	Die res van die Provinsie van Mpumalanga.
Minimum loon vir 'n wag	R264,92 per week	R143,83 per week	R176,80 per week
Minimum loon vir alle ander werknemers	517 sent per uur	395 sent per uur	395 sent per uur

NOORDELIKE PROVINSIE

Gebied	Die hele Noordelike Provinsie
Minimum loon vir 'n wag	R176,80 per week
Minimum loon vir alle ander werknemers	395 sent per uur

VRYSTAAT PROVINSIE

Gebied	Die landdrosdistrikte van Bloemfontein Odendaalsrus, Sasolburg, Virginia en Welkom.	Die res van die Vrystaat Provinsie
Minimum loon vir 'n wag	R236,49 per week	R176,80 per week
Minimum loon vir alle ander werknemers	490 sent per uur	395 sent per uur

WES-KAAP PROVINSIE			
Gebied	Die landdrosdistrikte van Bellville, Kaap, Goodwood, Hopefield, Kuilsrivier, Malmesbury, Mooresburg, Paarl, Simonstad, Somerset Wes, Stellenbosch, Strand, Vredenburg, Wellington, Worcester, Wynburg en Mitchells Plain.	Die landdrosdistrikte van Bredasdorp, Caledon, George, Heidelberg, Hermanus, Montague, Mosselbaai, Picketberg, Riversdale, Robertson, Swellendam en Tulbach.	Die res van die Wes-Kaap Provinsie.
Minimum loon vir 'n wag	R264,92 per week	R224,57 per week	R176,80 per week
Minimum loon vir alle ander werknemers	525 sent per uur	525 sent per uur	525 sent per uur

OOS-KAAP PROVINSIE	
Gebied	Die hele Oos-Kaap Provinsie
Minimum loon vir 'n wag	R176,80 per week
Minimum loon vir alle ander werknemers	525 sent per uur

NOORD-KAAP PROVINSIE	
Gebied	Die hele Noord-Kaap Provinsie
Minimum loon vir 'n wag	R181,35 per week
Minimum loon vir alle ander werknemers	395 sent per uur

PROVINSIE VAN KWAZULU-NATAL		
Gebied	Die landdrosdistrikte van Camperdown, Chatsworth, Dundee, Durban, Empangeni, Inanda, Kliprivier, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Pietermaritzburg, Pinetown, Port Shepstone, Richardsbaai en Umzinto.	Die res van die Provinsie van Kwazulu-Natal
Minimum loon vir 'n wag	R264,92 per week	R184,19 per week
Minimum loon vir alle ander werknemers	507 sent per uur	456 sent per uur

(2) Algemene verhogings:

Elke werknemer werksaam in die Siviele Ingenieursnywerheid op die datum waarop hierdie vasstelling in werking tree is geregtig op:

- (a) indien hy vir drie maande of minder in diens is, 'n verhoging van 5,25% in die loon wat aan hom betaal word; of
- (b) indien hy vir langer as drie maande in diens is, 'n verhoging van 10,5% in die loon wat aan hom betaal word.

Met dien verstande dat indien 'n verhoging ingevolge hierdie subklousule 'n laër loon meebring as die minimum loon in subklousule (1) voorgeskrif, sodanige minimum loon van toepassing sal wees.

Voorts met dien verstande dat enige werkgever wat gedurende die tydperk 31 Augustus 1997 tot die datum waarop hierdie vasstelling in werking tree, 'n verhoging -

- (a) gelykstaande aan die verhoging in hierdie klousule uiteengesit, toegestaan het, geag sal wees om aan hierdie klousule te voldoen het; of
- (b) van minder as wat in hierdie klousule voorgeskrif is toegestaan het, vereis word om slegs 'n verhoging gelykstaande aan die verkil tussen die verhoging wat hy reeds toegestaan het en die verhoging wat kragtens hierdie klousule betaal moet word, toe te staan.

(3) Berekening van loon:

'n Werknemer se loon word bereken soos hieronder uiteengesit:

- (a) Die uurlikse loon van 'n werknemer is sy weeklikse loon gedeel deur die getal gewone werkure wat vir sodanige werknemer in enige week voorgeskrif is.
- (b) Die dagloon van 'n werknemer is sy weeklikse loon gedeel deur -
 - (i) vyf, in die geval van 'n werknemer wat normaalweg vyf dae per week werk;
 - (ii) ses, in die geval van enige ander werknemer.
- (c) Die weeklikse loon van 'n werknemer is sy uurlikse loon vermenigvuldig met die getal gewone werkure wat vir sodanige werknemer in enige week voorgeskrif is.
- (d) Die maandlikse loon van 'n werknemer is vier en 'n derde maal sy weeklikse loon.

(4) Uitsluitings

Die bepalings van subklousules 3(1) en 3(2) is nie van toepassing nie op 'n werkgever wat slegs by die Siviele Ingenieursnywerheid betrokke is en altesaam nie meer as twintig werknemers te alle tye in diens het in of in verband met sodanige besigheid nie en wie se jaarlikse omset in sodanige besigheid op enige datum gedurende die voorafgaande 12 maande nie R1 000 000 oorskry het nie.

4. BETALING VAN BESOLDIGING

- (1) Behoudens klousule 6(5) moet elke bedrag verskuldig aan 'n werknemer, weekliks, tweewekliks of maandeliks betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer of met sy diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet deur 'n betaalstaat geverifieer word of in 'n verseelde koevert of houer wees waarop, of wat vergesel gaan van 'n betaalstaat waarin, gemeld word -
- (a) die werkgewer se naam;
 - (b) die werknemer se naam en/of sy nommer op die betaalstaat en sy kategorie;
 - (c) die getal gewone werkure wat die werknemer gewerk het;
 - (d) die getal ure wat die werknemer oortyd gewerk het;
 - (e) die getal ure wat die werknemer op 'n Sondag of 'n betaalde vakansiedag, in klousule 8 bedoel, gewerk het;
 - (f) die werknemer se loon;
 - (g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
 - (h) besonderhede van enige bedrag wat afgetrek is;
 - (i) die werklike bedrag wat aan die werknemer betaal word; en
 - (j) die tydperk waarvoor die betaling geskied;

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

- (i) op die skriftelike versoek van die werknemer, die bedrag aan hom verskuldig, gestort kan word in sy bouvereniging- of bankrekening deur die werkgewer, wat voormelde betaalstaat aan hom moet oorhandig;
 - (ii) voormelde inligting betreffende tyd gewerk nie verstrekkend hoeft te word aan 'n werknemer wat ingevolge klousule 5(6) van die werkure bepalings uitgesluit is nie.
- (2) *Premies* : Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgewer betaal of deur hom aangeneem word nie, behalwe soos deur die Opleidingskema van die Siviele Ingenieursnywerheid bepaal.
- (3) *Aftekings* : 'n Werkgewer mag sy werknemers geen boetes opleë of enige bedrae van sy werknemers se besoldiging aftrek nie : Met dien verstande dat hy die volgende kan aftrek:

- (a) Met die skriftelike toestemming van die werknemer enige bedrag wat verband hou met sy diensvoorwaardes, diensverhouding met die werkgever en ledegelde van 'n vakvereniging;
- (b) behoudens andersluidende bepalings in hierdie vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever van sy werk afwesig is, 'n bedrag gelykstaande aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
- (c) enige bedrag wat 'n werkgever volgens die wet of ingevolge 'n bevel van 'n bevoegde hof moet of mag aftrek; en
- (d) wanneer die gewone werkure by klousule 5 voorgeskryf, weens korttyd verminder word, 'n bedrag van hoogstens die werknemer se uurlikse loon vir elke uur van sodanige vermindering : Met dien verstande dat -
 - (i) sodanige aftrekking hoogstens een derde van die werknemer se weeklikse loon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;
 - (ii) geen aftrekking geskied nie ten opsigte van korttyd wat uit 'n slapte in die bedryf of 'n tekort aan grondstowwe ontstaan, 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 of strukture 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; en
 - (iv) as die werknemer vir werk aangemeld het, geen aftrekking ten opsigte van korttyd geskied vir die eerste twee uur waarin daar nie gewerk word nie weens swak weer, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie weens swak weer.
 - (v) Nieteenstaande die bepalings van sub-paragraaf (iv) hierbo sal die volgende reelings toegepas word in die gemelde provinsies:

(aa) Gauteng, Vrystaat, Noordwes, Noordelike Provinsie en Mpumalanga:

Indien die werksperseelbinne die eerste twee uur van werk weens ongure weer gesluit word, sal betaling geskied vir twee

uur se werk op die voorwaarde dat die weknemer vir werk aangemeld het.

Indien die werksperseel na twee uur maar voor etenstyd weens ongere weer gesluit word, sal betaling geskied vir die ure gewerk plus nog twee ure.

Indien die werksperseel enige tyd na die etenstyd weens ongere weers gesluit word, sal die gewone werksure vir daardie dag betaal word..

Indien die bestuur en werknemers op die vorige dag saamgestem het dat die werknemers nie hoef aan te meld nie omdat daar weens ongere weer nie gewerk sal kan word nie, sal geen betaling vir die dag geskied nie.

(bb) Oos-Kaap:

Waar werk op 'n perseel weens ongere weer geen aanvang geneem het nie, sal drie werksure betaal word met dien verstande dat die weknemer vir werk aangemeld het.

Sou die perseel weens ongere weer gesluit word tussen 10:00 en 13:00 sal betaling vir die volle dag geskied

(cc) Wes-Kaap

Indien werk gestaak moet word weens ongere weer en op voorwaarde dat werknemers hulself vir werk aangemeld het, sal betaling geskied vir ure gewerk plus twee ure, met dien verstande dat betaling vir nie minder as 4uur en nie meer as n gewone werksdag sal wees nie.

(dd) KwaZulu-Natal

Nieteenstaande die bepalings van sub-paragraaf (iii) hierbo sal daar geen aftrekking ten opsigte van korttyd geskied nie vir die eerste drie ure waarin daar nie gewerk word nie weens 'n onklaarraking van installasie of masjinerie of weens die feit dat die geboue of strukture onbruikbaar is of dreig om dit te word, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie.

(e) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgewer betaal het of onderneem het om te betaal aan -

(i) enige bankinstelling, bougenootskap, versekeringsbesigheid, plaaslike owerheid of geregistreerde finansiële instelling ten

opsigte van 'n paalement op 'n lening wat aan sodanige werknemer toegestaan is om 'n woning te bekom;

- (ii) enige ander organisasie of liggaam ten opsigte van 'n woning of huisvesting in 'n hostel wat sodanige werknemer bewoon indien die woning of hostel voorsien is deur bemiddeling van sodanige organisasie of liggaam uitsluitlik of gedeeltelik uit fondse wat vir daardie doel deur die Staat, 'n bougenootskap of 'n plaaslike owerheid voorgeskiet is.

5. GEWONE WERKURE, OORTYDWERK EN BETALING VIR OORTYDWERK

- (1) *Gewone werkure* - 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om in die geval van die volgende klasse werknemers, meer gewone werkure te werk nie as -
 - (a) indien vyf dae per week van Maandag tot en met Vrydag gewerk word-
 - (i) 'n wag, 55 ure in 'n week en 12 ure op een dag;
 - (ii) enige ander werknemer, 45 ure in 'n week en 9 ure op 'n dag;
 - (b) indien ses dae per week van Maandag tot en met Saterdag gewerk word -
 - (i) 'n wag, 55 ure in 'n week en 10 ure op 'n dag;
 - (ii) enige ander werknemer, 45 ure in 'n week en 8 ure op 'n dag mits daar op een dag slegs 5 ure gewerk word.
- (2) *Etenspouses* - 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens 'n halfuur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie : Met dien verstande dat -
 - (a) werktydperke wat deur pouses van minder as 'n halfuur onderbreek word, uitgesonderd waar voorbehoudsbepaling (e) van toepassing is, geag word aaneenlopend te wees;
 - (b) as sodanige pouse langer as 'n halfuur is, enige tyd wat een uur te bowe gaan, geag word werktyd te wees;
 - (c) slegs een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;
 - (d) wanneer daar, vanweë oortyd wat gewerk word, van 'n werknemer vereis word om op enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse op versoek van die werknemer tot minstens 15 minute verkort mag word;

- (e) 'n drywer of 'n bediener van selfaangedrewe of vaste masjinerie wat gedurende sodanige pouse geen ander werk verrig as om in beheer van 'n voertuig of sodanige masjinerie te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie.
- (3) *Beperking van oortydwerk* - 'n Werkgewer mag van 'n werknemer vereis om oortyd te werk maar hoogstens -
- (a) in die geval van 'n wag, 12 uur in 'n week;
- (b) in die geval van 'n werknemer (uitgesonderd 'n wag) wat in diens is in of in verband met enige perseel wat 'n fabriek uitmaak binne die betekenis van artikel 1 van die Wet op Basiese Diensvoorwaardes, 1983, 10 uur in 'n week;
- (c) in die geval van enige ander werknemer, 15 uur in 'n week mits die totale aantal ure op 'n dag gewerk, nie 12 uur oorskry nie.
- (4) *Betaling vir oortydwerk* - 'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen minstens een en een derde maal sy gewone loon ten opsigte van oortyd waarna in klousule 5(3)(c) verwys word. Met dien verstande dat enige tyd wat op 'n Sondag of betaalde openbare vakansiedag gewerk word, betaal word ooreenkomstig die bepalings van klousule 8.
- (5) *Rusperiode*. 'n Werknemer is geregtig op, en 'n werkgewer moet aan 'n werknemer 'n rustydperk van 12 uur toestaan vanaf die tyd wat 'n werknemer op enige dag werk klaarmaak, of hy oortyd gewerk het al dan nie, tot die tyd wat hy weer diens hervat.
- (6) Klousules 5(2), 5(3) en 5(4) is nie op 'n werknemer van toepassing terwyl hy noodwerk verrig nie.
- (7) Die bepalings van subklousule (3) wat die beperking op oortyd reel word vervang deur die bepalings van artikel 10(1) van die Wet op Basiese Diensvoorwaardes, 1997, wanneer daardie bepalings in werking tree.

6. JAARLIKSE VERLOF

- (1) 'n Werkgewer moet aan sy werknemer toestaan, and die werknemer moet neem, ten opsigte van elke voltooide tydperk van 12 maande diens, 21 kalender dae verlof waarvan 15, in die geval van 'n wag en 10 in die geval van enige ander werknemer, agtereenvolgend geneem moet word, normaalweg gedurende die Siviele Ingenieursnywerheid se sluitingstydperk, en die oorblywende dae, onderhewig aan klousule 6(2), volgens ooreenkoms tussen die individuele werkgewer en werknemer verleen en geneem kan word;
- (2) As die verlof by klousule 6(1) voorgeskryf nie eerder verleen of geneem is nie, moet dit, behoudens klousule 6(3), so verleen en geneem word dat dit binne 4 maande begin na voltooiing van die 12 maande diens waarop dit betrekking het, of, as die werkgewer en die werknemer voor die verstryking van genoemde

tydperk van die 4 maande skriftelik daartoe ooreengekom het, moet die werkgewer sodanige verlof aan die werknemer verleen en die werknemer moet dit neem met ingang van 'n datum hoogstens twee maande na die verstryking van genoemde tydperk van vier maande : Met dien verstande dat die tydperk van verlof nie mag saamval nie met -

- (a) siekteverlof wat ingevolge klousule 7 toegestaan is of met afwesigheid van werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7(4)(a) of 7(4)(b) en wel, tot 'n totaal in enige tydperk van 12 maande van hoogstens 12 dae;
 - (b) enige tydperk waarin die werknemer kennisgewing van diensbeëindiging ingevolge klousule 12 uitdien; of
 - (c) enige tydperk waarin die werknemer militêre opleiding of diens kragtens die Verdedigingswet, 1957, ondergaan.
- (3) Op die skriftelike versoek van sy werknemer kan 'n werkgewer toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens oploop : Met dien verstande dat -
- (a) sodanige werknemer so 'n versoek rig uiterlik vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en
 - (b) die werkgewer die datum van ontvangs van die versoek daarop aanbring oor sy handtekening, en hy moet dit minstens tot na verstryking van die verloftydperk bewaar.
- (4) Die verlof by klousule 6(3) bedoel, moet verleen of geneem word op 'n tyd wat die werkgewer bepaal en die voorbehouds-bepaling in klousule 6(2) is van toepassing op sodanige verlof.
- (5) Die besoldiging ten opsigte van die verlof voorgeskryf by klousule 6(1), gelees met klousule 6(3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.
- (6) By diensbeëindiging moet die werkgewer aan sy werknemer sy betaling ten opsigte van enige verlof wat opgeloop het, maar nie voor die datum van diensbeëindiging aan hom verleen is nie, betaal.
- (7) By die toepassing van hierdie klousule word die uitdrukking "diens" geag te omvat -
- (a) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957 : Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings- of dienstydperk as diens te eis nie; en
 - (b) enige tydperk wat 'n werkgewer van sy werknemer vereis om nie te werk nie weens weersomstandighede, 'n slapte in die bedryf of 'n onklaarraking van masjinerie.

- (8) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgewer vir die doel van jaarlikse verlof te eniger tyd maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting of 'n gedeelte van sy bedryfsinrigting sluit vir 15 agtereenvolgende werksdae, plus een verdere werksdag vir elke betaalde openbare vakansiedag waarna daar in klousule 2(6) verwys word en wat gedurende die geslote tydperk op 'n gewone werksdag val;
- (9) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting of die gedeelte daarvan waarin hy werksaam is, nie geregtig is op die volle tydperk van jaarlikse verlof by klousule 6(1) voorgeskryf nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in klousule 6(6) uiteengesit, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting of gedeelte van die bedryfsinrigting, na gelang van die geval, aldus sluit.

7. SIEKTEVERLOF

- (1) Behoudens klousule 7(2) moet 'n werkgewer aan sy werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof verleen van altesaam minstens 36 werksdae 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 -
- (a) 'n werknemer gedurende die eerste 36 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens;
- (b) wanneer in die eerste tydkring van 36 maande diens by dieselfde werkgewer, 'n werknemer afwesig weens ongeskiktheid is vir 'n langer tydperk as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, die werknemer geregtig is op betaling vir slegs die siekteverlof wat hom dan toekom, maar die werkgewer moet, indien hy dit nie reeds gedoen het nie, by verstryking van genoemde dienstydkring of by diensbeëindiging voor sodanige verstryking die werknemer betaal ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid, vir sover die siekteverlof wat hom by sodanige verstryking of diensbeëindiging toekom, nog nie geneem is nie;
- (c) waar 'n werkgewer ingevolge 'n wet vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;
- (d) onbenutte verlof mag nie van een verlofsiklus na 'n ander oorgedra word nie.
- (2) 'n Werkgewer kan, as 'n 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 drie agtereenvolgende werkdag; of
- (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of 'n betaalde openbare vakansiedag;

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word : Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, die werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê. Verder kan 'n werkgever van 'n werknemer vereis om 'n sertifikaat te verkry wat deur 'n mediese praktisyn uitgeryk is wat deur die werkgever genomineer is, maar op die werkgever se onkoste, om aan die vereistes van hierdie klousule te voldoen.

(3) By die toepassing van hierdie klousule -

- (a) word die uitdrukking "diens" geag om in te sluit enige tydperk wat 'n werknemer afwesig is -
 - (i) met verlof ingevolge klousule 6 of op las of versoek van die werkgever of met siekteverlof ingevolge subklousule 7(1) en wat in enige tydperk van 12 maande altesaam hoogstens 10 weke beloop; en
 - (ii) vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957 : Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van enige tydperk van sodanige opleidings- of dienstydsperk as diens te eis nie;
 - (iii) omdat die werkgever vanweë weersomstandighede, 'n slapte in die bedryf of 'n onklaarraking van masjinerie nie van die werknemer vereis om te werk nie.
- (b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is : Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding kragtens die Wet op Vergoeding vir Beroepsbeserings en -siektes, 1993, betaalbaar is, as ongeskiktheid beskou word slegs gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

(4) Behoudens hierdie subklousule, is klousule 7 nie van toepassing nie -

- (a) op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon

vir 36 werkdade in elke tydkring van 36 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 36 maande wat die werknemer bydraes betaal, verlaag kan word, maar tot minstens die aanwaskoers uiteengesit in die eerste voorbehoudsbepaling van klousule 7(1);

- (b) op enige tydperk van ongeskiktheid van 'n werknemer waarvoor daar by 'n ander wet vereis word om die werknemer minstens sy volle loon te betaal

8. BETALING TEN OPSIGTE VAN SONDAE EN BETAALDE OPENBARE VAKANSIEDAE

- (1) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever hom -

- (a) indien hy vir 'n tydperk van -

- (i) hoogstens vier uur werk, minstens sy dagloon betaal; of
 - (ii) meer as vier uur werk, minstens dubbel sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon, betaal, welke bedrag ookal die grootste is; of

- (b) hom teen minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne sewe dae vanaf sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat waar daar van sodanige werknemer vereis of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, daar geag moet word dat hy vier uur gewerk het.

- (2) As 'n werknemer nie op 'n verpligte betaalde openbare vakansiedag in klousule 2(6) bedoel, werk nie, moet die werkgever hom minstens sy weeklikse loon betaal vir die week waarin sodanige dag val;

- (3) Wanneer 'n werknemer op 'n verpligte betaalde openbare vakansiedag in klousule 2(6) bedoel, werk, moet sy werkgever hom vir die week waarin daardie dag val, minstens sy weeklikse loon betaal, plus sy uurlikse loon vir elke uur of deel van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat wanneer daar van 'n werknemer vereis word of hy toegelaat word om minder as vier uur op sodanige dag te werk, hy geag moet word vier uur te gewerk het.

- (4) Hierdie klousule is nie van toepassing nie op 'n werknemer wat ingevolge klousule 5(6) van die werkure bepalings uitgesluit is.

9. STUKWERK

- (1) 'n Werkgever kan, nadat hy minstens een week vooraf kennis aan sy werknemer gegee het, 'n stukwerkstelsel invoer, en sodanige werkgever moet, behoudens klousules 4(3), sodanige werknemer besoldig teen die tariewe wat

ooreenkomstig sodanige stelsel van toepassing is : Met dien verstande dat die werkgewer ongeag die hoeveelheid werk wat verrig is, sodanige werknemer moet betaal vir elke week waarin stukwerk verrig word, minstens die bedrag wat so 'n werknemer vir daardie week sou moes betaal het as hy hom 'n tydloon betaal het.

- (2) 'n Werkgewer moet 'n lys van die besoldiging in klousule 9(1) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.
- (3) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die besoldiging wat daarvolgens van toepassing is, af te skaf of te wysig, moet aan sy werknemer wat volgens sodanige stelsel werk, minstens een week kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgewer nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie.

10. BESKERMENDE KLERE

'n Werkgewer moet alle beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om sy werknemer te verskaf gratis verskaf en in 'n bruikbare toestand hou, en alle sodanige artikels bly die eiendom van die werkgewer.

11. VERBOD OP INDIENSNEMING

'n Werkgewer mag niemand onder die ouderdom van 15 jaar in diens neem nie.

12. BEÏNDIGING VAN DIENSKONTRAK

- (1) 'n Werkgewer of sy werknemer wat die dienskontrak wil beëindig, moet -
 - (a) vooraf kennis van diensbeëindiging gee van,
 - (i) in die geval van 'n gesalarieerde werknemer, minstens een werkdag gedurende die eerste vier weke diens, en minstens een week na die eerste vier weke van diens; en
 - (ii) in die geval van 'n uurliks besoldigde werknemer, minstens twee werksdae; of
 - (b) kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, en onderhewig aan klousules 12(2) en 12(3), te betaal in die geval van -
 - (i) twee werksdae kennisgewing, minstens die dagloon;

- (2) Die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros, word nie geraak deur die bepaling in klousule 12(1) ten opsigte van betaling in plaas van kennisgewing nie.
- (3) Indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd, sal die uitdrukking "ten tyde van sodanige diensbeëindiging ontvang" in klousule 12(1), wanneer 'n werkgever 'n werknemer betaal in plaas van kennis te gee, geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".
- (4) Die kennisgewing by klousule 12(1) voorgeskryf, kan op enige werkdag geskied: Met dien verstande dat -
 - (a) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid -
 - (i) met verlof ingevolge klousule 6;
 - (ii) terwyl militêre opleiding of diens ingevolge die Verdedigingswet, 1957, ondergaan word;en wel tot 'n totaal, van hoogstens 10 weke in enige tydperk van 12 maande; en
 - (b) daar nie kennis gegee mag word nie, gedurende 'n werknemer se afwesigheid met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7(4);
- (5) Ondanks andersluidende bepalings in hierdie vasstelling, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgever te betaal in plaas van kennis te gee, mag sy werkgever uit enige gelde wat hy aan sodanige werknemer uit hoofde van enige bepaling van hierdie vasstelling skuld, hom 'n bedrag toeëien van hoogstens dit wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer 'n werkgever hom aldus 'n bedrag toegeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6(5) geag word dat die werknemer die werkgever betaal het in plaas van kennis te gee.

13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word, moet die werkgever by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik in die volgende vorm is en waarop die volle name van die werkgever en die werknemer, die werknemer se klas en die aanvangsdatum en die datum van beëindiging van die kontrak en die weeklikse loon van die werknemer op die datum van sodanige beëindiging vermeld word.

DIENSSERTIFIKAAT

Ek/ons

wat die Siviele Ingenieursnwyerheid beofen te

sertifiseer hierby dat

.....

by my/ons in diens was vanaf die dag van 19... tot die dag van 19... as

By beëindiging van diens was sy/haar loon R..... per week/maand.

.....

(Handtekening van werkgewer of
gemagtigde verteenwoordiger)

Datum 19....

14. LOS WERKNEMERS

Tensy die sinsverband anders aandui, is die diensvoorwaardes wat in hierdie vasstelling voorgeskryf word, op los werknemers van toepassing, behalwe in die volgende omstandighede :

(1) *Besoldiging:*

- (a) Wanneer 'n werkgewer van 'n los werknemer vereis om vir 'n tydperk van nie meer nie as vier agtereenvolgende ure op een dag te werk, kan sy dagloon met nie meer nie as 50 persent ten opsigte van dié dag verminder word.

(2) *Betaling van besoldiging:*

- (a) Die bepalinge van klousule 4(1) is nie van toepassing nie.
- (b) 'n Werkgewer moet die besoldiging wat aan 'n los werknemer verskuldig is, by diensbeëindiging betaal, maar minstens weekliks.

(3) *Betaling van oortyd:*

- (a) 'n Werkgewer moet 'n los werknemer wat oortyd werk, ten minstens een en 'n derde keer sy gewone loon betaal ten opsigte van die totale tydperk wat deur sodanige werknemer op 'n dag gewerk is.

(4) *Jaarlikse verlof:*

Klousule 6 is nie van toepassing nie.

(5) *Siekteverlof:*

Klousule 7 is nie van toepassing nie.

(6) *Beëindiging van die dienskontrak:*

Klousule 12 is nie van toepassing nie.

(7) *Dienssertifikaat:*

Klousule 13 is nie van toepassing nie.

15. JAAREINDEBONUS

- (1) Behoudens die bepalinge van hierdie klousule, moet werkgewers elke Desember aan hulle werknemers 'n bonusbedrag gelykstaande aan die besoldiging vir 10 werkdag. betaal
- (2) Waar ooreenkomste, substantief al dan nie, hoër bonusse voorskryf as dié wat in klousule 16(1) voorgeskryf word, geld sodanige bestaande ooreenkomste.
- (3) 'n Werknemer sal nie geregtig wees nie op die bonusbedrae in klousule 16(1) bedoel tensy hy in sy werkgewer se diens is in Desember van die jaar waarin die bonusbedrag betaalbaar is, en hy deurlopend aldus in diens was vir ten minste een volle jaar.
- (4) 'n Werknemer wat in sy werkgewer se diens is in Desember van die jaar waarin die bonusbedrag betaalbaar is, en wat deurlopend aldus in diens was vir ten minste drie maande, maar vir minder as een volle jaar, sal geregtig wees op 'n pro rata bonusbetaling.
- (5) 'n Werknemer wie se diens beëindig is sonder eie toedoen, as gevolg van personeelbesnoeiing, aftrede, ongeskiktheid of die dood, is geregtig op 'n pro

- (6) Wanneer 'n werknemer afwesig is vir meer as 10 werkdade in een jaar, moet die bonusbetaling wat hom toekom, verminder word na gelang van die verhouding van die totale verlore werkdade teenoor totale moontlike werkdade in een jaar.

16 UITWERKING VAN DIE WET OP BASIESE DIENSVOORWAARDES, 1997

- (1) Enige bepaling van die Wet op Basiese Diensvoorwaardes, 1997, wat 'n diensvoorwaarde reël waarvoor daar nie in hierdie vasstelling voorsiening gemaak word nie, sal op die Siviele Ingenieursnywerheid van toepassing wees met ingang van die datum waarop daardie bepaling van die Wet in werking tree.
- (2) Soos in klousule 5(7) van hierdie vasstelling bepaal, sal die bepalinge wat die beperking op oortyd in hierdie vasstelling reël deur die sootgelyke bepalinge van die Wet op Basiese Diensvoorwaardes, 1997, vervang word wanneer sodanige bepalinge in werking tree.



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