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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 1484

20 November 1998

WAGE ACT 1957

WAGE DETERMINATION 482: CONTRACT CLEANING TRADE, 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 of Labour, 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 Contract Cleaning Trade, South Africa and has fixed the second 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 APPLICATION

- (1) This determination shall apply in the Republic of South Africa to every employer in the Contract Cleaning Trade and to all employees in that trade, except-
- (a) a manager;
 - (b) administrative personnel;
 - (c) any employer or employee who is subject to a bargaining council agreement in terms the Labour Relations Act, 1995; or
 - (d) employees who work less than 24 hours a month for an employer.
- (2) For the purposes of determining the wage rate applicable to an employee, the area where the employee performed that work shall be the area contemplated in clause 12(1) irrespective of whether or not the employer has an establishment in that area.

2. DEFINITIONS

Unless the context indicates otherwise, any expression used in this determination and which is defined in the Basic Conditions of Employment Act, 1997, has the same meaning as in that Act, further, unless inconsistent with the context -

"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;

"cleaner" means any employee employed to clean any premises including but not limited to - offices, schools, commercial buildings or blocks of flats, factories or any other premises and /or the furniture in such premises - and any other objects that are required to be cleaned on a contractual basis and who may perform work incidental thereto;

"collective agreement" means a written agreement concerning terms and conditions of employment or any other matter of mutual interest concluded by one or more registered trade unions, on the one hand and, on the other hand

- (a) one or more employers;
- (b) one or more registered employers' organisation; or

- (c) one or more employers and one or more registered employers' organisation;

"Contract Cleaning Trade" means the trade in which employers and employees are associated for the purpose of -

- (a) cleaning or washing by hand or machine, of furniture, windows, carpets, doors, floors, tools, machinery and gardening services, under supervision at industrial and commercial premises, buildings, and industrial flats that are let commercially, but;
- (b) excludes employers and employees engaged solely in the Building Construction, Civil Engineering Industry and domestic workers and employees engaged in in-house cleaning.

"day" means a period of 24 consecutive hours reckoned from the time such employee usually commences work;

"daily wage" means, an employee's hourly wage multiplied by the number of ordinary hours normally worked by that employee on a day;

"emergency work" means work which owing to unforeseen circumstances such as fire, storm, land subsidence, accident, epidemic, act of violence, theft, breakdown of plant, machinery, or a breakdown or threatened breakdown of structures, or any critical operational requirement, must be done without delay;

"employee" means any person who works for another person for more than 24 hours per month in the Contract Cleaning Trade and who receives, or is entitled to receive, any remuneration;

"establishment" means any premises or part thereof, on or in connection with which one or more employees are employed in the Contract Cleaning Trade;

"hourly-rated employee" means an employee whose wage is calculated on an hourly basis notwithstanding the frequency of the payment thereof, and who is not a salaried employee;

"law" includes the common law;

"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;

"manager" means an employee who is charged by his employer with the overall supervision over, responsibility for, and direction of the activities of and establishment and the employees engaged therein;

"night work" means work performed after 18:00 and before 06:00 the next day;

"ordinary hours of work" means the hours of work prescribed in clause 3 (1), but if by agreement between an employer and the employee the latter works a lesser number of ordinary hours, it means such shorter hours;

"overtime" means that portion of any period worked by an employee in any week or on any day which is longer than the weekly or daily ordinary hours of work prescribed for such employee in clause 3 (1), but does not include any period during which an employee whose ordinary hours of work are prescribed in clause 3 (1), works for the employer on a Sunday or a paid public holiday;

"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;

"spares and relievers" means employees who are required and agreed to:

- (a) replace any other employee who may be on scheduled time-off, annual leave or absent from duty, or;
- (b) report for duty at a specified place and time, other than his designated workplace on more than three days per week; and
- (c) such an employee will be remunerated for reporting for duty for at least 4 hours per day or for the hours worked at the specified workplace, whichever is the greatest;

"shift worker" means an employee who is engaged in shift work in a workplace in which two or three consecutive shifts per day are worked on not more than six day per week;

"the Act" means the Basic Conditions of Employment Act, 1997;

"wage" means that amount of money payable to an employee in terms of clause 3 read with clause 11 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, it means such higher amount, and "weekly wage" has a corresponding meaning;

"weekly wage" see "wage";

"week" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls;

"workplace" means any place where employees work;

3. ORDINARY HOURS OF WORK

An employer may not require or permit an employee to work more than-

- (a) 45 hours in any week; and
- (b) not less than nine hours in any day, if the employee works for five days or fewer in a week; or
- (c) not more than eight hours in any day, if the employee works on more than five days in a week.

4. MEAL INTERVALS

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

- (a) such interval may be reduced to not less than half an hour by written agreement between an employer and the employee;
- (b) periods of work interrupted by intervals of less than one hour, except when proviso (a) or (d) applies, shall be deemed to be continuous;
- (c) if such interval is longer than one hour, except when proviso (e) applies, any period in excess of two hours shall be deemed to be time worked;
- (d) when on any day by reason of overtime worked an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes and only by agreement; and
- (e) in the case of an employee who is wholly or mainly engaged in cleaning, if such interval is longer than two hours, any period in excess of two hours shall be deemed to form part of the ordinary hours of work.

5. REST INTERVALS

An employer shall grant to each of the employees a rest interval of not less than 15 minutes as near 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.

6. REST PERIODS

An employer shall grant an employee, and such an employee shall take, at least one free period of 24 hours in every week of employment during which an employer shall not require or permit an employee to work.

7. OVERTIME

An employer may not require or permit an employee to work overtime otherwise than in terms of an agreement concluded by the employer with the employee and such overtime shall not exceed –

- (a) 3 hours overtime a day; or
- (b) 10 hours overtime in any week.

8. PAYMENT OF OVERTIME

An employer shall pay an employee who works overtime at a rate of not less than one and a half times the hourly wage in respect of the overtime referred to in clause 7. Provided that any time worked on Sundays and paid public holidays shall be paid in accordance with the provisions of clauses 9 and 10.

9. PAYMENT FOR WORK ON A SUNDAY

- (1) Whenever an employee works on a Sunday, the employer shall pay the employee-
 - (a) if the employee works for not more than four hours an amount of not less than the wage payable in respect of the time (excluding overtime) ordinarily worked by the employee on a weekday; and
 - (b) if the employee works for longer than four hours, an amount which shall not be less than either an amount calculated at a rate of double the wage rate in respect of the whole time worked by the employee on such Sunday, or an amount equal to at least double the wage payable to the employee in respect of the time (excluding overtime) ordinarily worked by the employee on a weekday, whichever amount is the greater.
- (2) Remuneration payable in terms of this clause to an employee, shall be paid to the employee not later than the pay-day next succeeding the day in respect of which such remuneration is payable.

10. PUBLIC HOLIDAY

- (a) Whenever an employee does not work on a public holiday and such day falls on a day which otherwise is an ordinary working day for the employee, the

employer shall pay the employee in respect of that day an amount of not less than the wage payable to the employee in respect of the time (excluding overtime) ordinarily worked by the employee on that day of the week.

- (b) Whenever an employee works on a paid holiday the employer shall pay the employee in respect of that day
 - (i) an amount calculated at a rate of the employee's hourly rate in respect of that day plus the hourly wage for each hour worked by the employer on such a day. Provided that where such an employee is required or permitted to work less than four hours on such a day the employee shall be deemed to have worked for four hours.

11. REMUNERATION

Hourly-rated employee: An employer shall pay an employee in respect of each hour or part thereof (excluding overtime) worked by the employee on any day other than a paid holiday or a Sunday, not less than the hourly wage prescribed in paragraph (a) and (b), with effect from the date on which this determination comes into operation the following:

- (a) R5, 55 per hour if the workplace falls within the following Magisterial Districts or Municipal areas: Alberton, Bellville, Benoni, Boksburg, Brakpan, Germiston, Goodwood, Kempton Park, Krugersdorp, Kuilsriver, Mitchells Plein, Nigel, Oberholzer, Paarl, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simons Town, Somerset West, Springs, Stellenbosch, Strand, Cape Town, Uitenhage, Vanderbijlpark, Vereeniging, Westonarea, Wonderboom, and Wynberg and Sasolburg;
- (b) In the rest of the Republic of South Africa at R 4,42 per hour or part thereof for all employees.

12. CALCULATION OF WAGES

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

- (a) The daily wage of an employee shall be the employee's hourly wage multiplied by the number of ordinary hours worked for that day by such employee as stipulated in clause 11 (a) and 11 (b) and an employee shall be paid accordingly.
- (b) The weekly wage of an employee shall be the hourly wage multiplied by the number of ordinary hours work prescribed for such employee in any week or month as stipulated in subclause 11 (a) and (b) and an employee shall be paid accordingly.

13. NIGHT-WORK

- (1) An employer, who requires or permits an employee to perform night work, may do so. Provided that –
- (a) it is by agreement;
 - (b) the employee receives in addition to the wage, an allowance of not less than 10 per cent of the hourly wage for each hour or part of an hour worked by the employee on night work;
 - (c) the employer arranges for transport to be available between the employee's place of residence and the workplace at the commencement and at the conclusion of the employee's shift.
- (2) An employer who requires an employee to perform work on a regular basis after 23:00 and before 06:00 the next day must–
- (a) inform the employee in writing, or orally if the employee is not able to understand a written communication, in a language that the employee understands–
 - (i) of any health and safety hazards associated with the work that the employee is required to perform; and
 - (ii) of the employee's right to undergo a medical examination in terms of paragraph (b);
 - (b) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning those hazards as set out in subclause (a)–
 - (i) before the employee starts, or within a reasonable period of the employee starting, such work; and
 - (ii) at appropriate intervals the employee continues to perform such work; and
 - (c) transfer the employee to a suitable day work within a reasonable time if –
 - (i) the employee suffers from health conditions associated with the performance of night work; and
 - (ii) it is practicable for the employee to do so.
- (3) For the purposes of subclause 13(2) an employee works on a regular basis if the employee works for period of longer than one hour after 23:00 and before 06:00 at least five times per month or 50 times per year.

14. PAYMENT OF REMUNERATION

- (1) For employees, save as provided in clauses 7 (1) and 8 (1), an employer must pay to

an employee any remuneration that is paid in money-

- (a) in South African currency;
- (b) daily, weekly, fortnightly or monthly; and
- (c) in cash, by cheque or by direct deposit in an account designated by the employee.

(2) Any remuneration paid by cash or by cheque must be given to each employee-

- (a) at the workplace or at a place agreed to by the employee;
- (b) during the employee's working hours or within 15 minutes of the commencement or conclusion of those hours; and
- (c) in a sealed envelope which becomes the property of the employee.

(3) An employer must pay remuneration -

- (a) not later than seven days after the completion of the period for which the remuneration is payable; or
- (b) at the termination of the contract of employment.

(4) Clause 14(3)(b) does not apply to any pension or provident fund payment to an employee that is made in terms of the rules of the fund.

15. INFORMATION ABOUT REMUNERATION

(1) An employer must give an employee the following information in writing on each day the employee is paid:

- (a) the employer's name and address;
- (b) the employee's name or number on the payroll, and workplace;
- (b) the period for which payment is made;
- (d) the amount and purpose of any deductions made from the remuneration;
- (e) the nett amount paid to the employee;
- (f) if relevant to the calculation of that employee's remuneration -
 - (i) the employee's rate of remuneration and overtime rate;
 - (ii) the number of ordinary hours worked by the employee;
 - (iii) the number of overtime hours worked by the employee;
 - (iv) the number of hours worked by the employee on a Sunday or a public holiday during that period, and

(2) The written information required in terms of clause 15(1) must be given to each employee:

- (a) at the workplace or at a place agreed to by the employee;
- (b) 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 in such statement in code which shall be fully set out and explained in an accompanying notice or in a notice kept posted in some conspicuous place in the establishment, accessible to all employees affected thereby;
 - (ii) the amount due to the employee may be paid into the employee's nominated building society or bank account, by manual or electronic funds transfer, by the employer, who shall, however, hand to the employee the aforementioned statement.
- (3) **Premiums:** Subject to the provisions of any other act, 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 an employee to purchase any goods from the employer or from any shop, place or persons nominated by the employer.
- (5) **Accommodation, meals and rations and payment in natura:** An employer shall not as a condition of employment require the employee to accept accommodation, meals or rations from the employer or from any person or at any place nominated by the employer. An employer shall not as a condition of employment require an employee to receive any in natura form of payment in lieu of wages or a part of the employee's wages.
- (6) **Spares and Relievers:** An employer shall pay any employee who reports for duty at the specified time and place for the period that such employee is required to be available for work or for four hours, whichever period is the greater.
- (7) **Deductions:** An employer shall not levy any fines against the employee nor shall the employer make any deductions from an 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 trade union subscriptions.
 - (b) Except where otherwise provided in this determination, whenever an employee is absent from work other than on the instructions of the employer, a deduction proportionate to the period of such absence and calculated on the basis of the wage which such employee was receiving in respect of the employee's ordinary hours of work at the time of such absence

- (c) A deduction of any amounts which an employer by law or order of any competent court is required or permitted to make.
- (d) Whenever the ordinary hours of work specified in the Act 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 out of slackness of trade or shortage of raw materials, unless the employer has given the employee notice on the previous day of the 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 machinery or because the building was unfit for use or is in danger of becoming unfit for use, in respect of the first two hours not worked, unless the employer has given the employee notice on the previous day that no work will be available;
 - (iv) if the employee has reported to work, no deductions shall be made in the case of short time owing to inclement weather in respect of the first two hours not worked, unless the employer has given the 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 shall apply for all areas.
 - (a) Should work be stopped due to inclement weather and if an employee has reported for work, the employee will be paid for the hours worked plus two hours. Provided that no fewer than four hours and no more than the previous ordinary day's wage will be paid on such a day.
- (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, registered financial institution, local authority, in respect of a payment on a loan granted to such an 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 the that purpose by the state, a building society or a local authority.

16. ANNUAL LEAVE

- (1) An employer shall grant to an employee, and the employee shall take, in respect of

- each completed period of 12 months' employment 21 consecutive calendar day's leave on full pay;
- (2) The employer shall pay an employee in respect of the leave prescribed in subclause 16(1) an amount not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced.
 - (3) The leave prescribed in clause 16 (1) shall be granted and be taken at a time to be fixed by the employer: Provided that-
 - (a) if such leave has not been granted earlier, it shall, save as provided in subclause 16 (4), be granted and be taken so as to commence within two 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 two months, the employer shall grant such leave to the employee and the employee shall take such leave as from a date not later than two months after the expiration of the said period of two months;
 - (b) the period of leave shall not be concurrent with any period-
 - (i) during which an employee is absent on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 16 (4) (a) or (b) amounting in the aggregate to not more than 10 weeks in any period of 12 months;
 - (ii) during which the employee is under notice of termination of employment in terms of clause 22.
 - (c) An employer may set off against such period of leave any days of occasional leave granted on full pay to the employee at such employee's written request during the period of 12 months of employment to which the annual leave relates.
 - (4) At the written request of an 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 no later than two 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 the signature by the employer, who shall retain the request at least until the expiration of the period of leave.
 - (5) The leave referred to in clause 16 (4) shall be granted and be taken at a time to fixed by the employer and the proviso to clause 16 (3) shall apply to such leave;
 - (6) The remuneration in respect of the leave prescribed in clause 16 (1), read with clause 16 (3), shall be paid not later than the last working day before the date of commencement of the leave.
 - (7) Upon termination of employment the employer shall pay the employee the pay in respect any period of leave which has accrued to the employee but was not granted to the employee before the date of termination of the employment.

- (8) For the purposes of this clause the expressions "employment" and "period of employment" shall be deemed to include any time during which an employee is required by the employer not to do work because of the vagaries of the weather, slackness of the trade or a breakdown of machinery or plant.
- (9) Closing of establishment:
- (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of 12 months, close the establishment for 21 consecutive days, and in that case the employer shall remunerate the employee in terms of clause 16 (3) or of paragraph (c) thereof, as the case may be;
 - (b) Whenever a public holiday as defined is observed on a day which would otherwise be a working day for an employee and such public holiday falls within the closed period referred to in paragraph (a), another work day shall be added to the said closed period as a further period of leave and the employee shall be paid an amount of at least the daily wage in respect of each such day added;
 - (c) An employee who at the date of the closing of an establishment or the portion thereof in which the employee is employed, is not entitled to the full period of annual leave prescribed in clause 16 (1) shall, in respect of any leave due to the employee be paid by the employer at the employee's rate of remuneration immediately before the closing of the establishment, and for the purposes of annual leave thereafter 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.

17. SICK LEAVE

- (1) Save as provided in clause 17 (2), an employer shall grant to an 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 the employer, and shall pay such an employee in respect of any period of absence in terms of this subclause not less than the wage which would be paid had the employee worked during such period. Provided that -
- (a) in the first 6 months of employment an employer shall grant an employee one day's paid sick leave for every 26 days worked; and
 - (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 employer shall be entitled to be paid in respect of only such leave as has so accrued, but the employer shall, at the expiration of the said cycle of the employment or on termination the
 - (c) 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 be taken.
- (2) An employer may, as a condition precedent to payment 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 working days; or
 - (b) on the working day immediately preceding or the working day immediately succeeding a Sunday or public holiday as defined;
require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has, during any period of up to eight weeks, received payment in terms of this clause on two or more occasions without producing such a certificate, the employer may, during the period of eight weeks immediately succeeding the last such occasion, require the employee to produce such a certificate in respect of any absence.
- (3) For the purpose of this clause -
- (a) "employment" shall be deemed to include any period during which an employee is absent-
 - (i) on leave in terms of clause 16;
 - (ii) on the instructions or at the request of the employer;
 - (iii) on sick leave in terms of subclause (1) or owing to incapacity in the circumstances set out in clause 17(4);
 - (iv) for any reason not being in breach of the contract of employment amounting in the aggregate to not more than 36 work-days in any cycle of 36 consecutive months; and
 - (c) any time during which an employee is required by the employer not to do work because of the vagaries of the weather, slackness of the trade or a breakdown of machinery or plant; and
 - (d) any period of employment which an employee has had with the same employer immediately before the date on which this determination became binding and any sick leave on full pay granted under this determination.
- (4) "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 only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

18. MATERNITY LEAVE

- (1) An employee is entitled to at least four consecutive months' maternity leave.
- (2) An employee may commence maternity leave-
 - (a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - (b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.
- (3) No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- (4) An employee who has a miscarriage during the third semester of pregnancy or bears a stillborn child is entitled to maternity leave six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.
- (5) An employee must notify an employee in writing, unless the employee is unable to do so, of the date on which the employee intends to-
 - (a) commence maternity leave; and
 - (b) return to work after maternity leave.
- (6) Notification in terms of subclause (18)5 must be given-
 - (a) at least four weeks before the employee intends to commence maternity leave; or
 - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

19. PROTECTION OF EMPLOYEE BEFORE BIRTH AND AFTER BIRTH OF A CHILD

- (1) No employer may require or permit a pregnant employee or an employee who is nursing her child to perform work that is hazardous to her health or the health of the child.
- (2) During an employee's pregnancy, and for a period of six months after the birth of her child, her employer must offer her suitable, alternative employment on terms and conditions that are not less favourable than her ordinary terms and conditions of employment, if-
 - (a) the employee is required to perform night work, as prescribed in clause 13 (1) or her work poses a danger to her health or safety or that of her child; and
 - (b) it is practicable for the employer to do so.

20. UNIFORMS, OVERALLS, PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

- (1) An employer shall supply in serviceable condition, free of charge, any uniform, overall, gumboots or other protective clothing which the employer requires the employee to wear or which by any law the employer is required to provide for the employee, and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer.
- (2) No employer shall make any deduction from the wages of any employee in regard to any article provided to that employee in terms of clause 20 (1). Provided that where an article is found by a fair procedure to have been lost or damaged by an employee, excluding damage arising from the performance of the employee's duties or normal wear and tear, an employer may, notwithstanding anything to the contrary in this determination recover the cost of such article from the employee by making a deduction over an appropriate period from that employee's wage. Provided that such deduction shall not in any week exceed one tenth of the employee's weekly wage.

21. PROHIBITION OF EMPLOYMENT

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

22. TERMINATION OF EMPLOYMENT

- (1) Subject to the provisions of the Labour Relations Act of 1995 an employer or an employee, 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) two weeks, if the employee has been employed for more than four weeks but less than one year; and
 - (c) after more than one year of employment, not less than four weeks notice of termination of contract, which shall be in writing, except when given by an employee who is unable to write, or an employee or the employer may terminate the contract without notice by paying the employee or the employer, as the case may be, in lieu of such notice not less than the case of:
 - (i) one working day's notice, the daily wage the employee is receiving at the time of such termination;
 - (ii) two weeks' notice, double the weekly wage the employee is receiving at the time of such termination; and
 - (iii) four weeks' notice, four times the employee's weekly wage

respectively. Provided that this shall not affect-

- (aa) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
 - (ab) any written agreement between an employer and an employee which provides for a period of notice of equal duration on both sides;
- (2) 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".
- (3) Where there is an agreement in terms of proviso (ab) of clause 22(1)(iii), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.
- (4) The notice prescribed in clause 22 (1) shall be given on any working day: Provided that-
- (a) the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 16, or on sick leave granted in terms of clause 17, or owing to incapacity in the circumstances set out in clause 17 (4) where such absences amount in the aggregate to not more than 10 weeks in any period of 12 months' employment with the same employer; and
- (5) Notwithstanding anything to the contrary in this determination, where an employee terminates the contract of employment by leaving employment without having given and served the required period of notice or without paying the employer in lieu of notice, the employer may appropriate, from any moneys owing to such employee by virtue of any provisions of this determination, an amount of not more than that which the employee would have had to pay the employee 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 16 (7), be deemed to have paid the employer in lieu of notice.

23. CERTIFICATE OF SERVICE

- (1) Except where the 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 of the employee, the class in which the employee was wholly or mainly engaged, the date of commencement and the date of termination of the contract and the hourly and weekly wage of the employee on the date of such termination.

CERTIFICATE OF SERVICE

I/We.....

Carrying on trade in the Contract Cleaning Trade

at.....

hereby certify that..... was employed by me/us from the.....

day of19.....to the..... day of.....19.....as a cleaner.

At the hourly rate of R5, 55 or R4, 42 and the wage was R.....per week.

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

Date.....19....

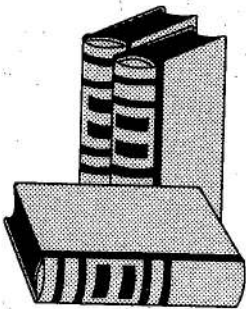
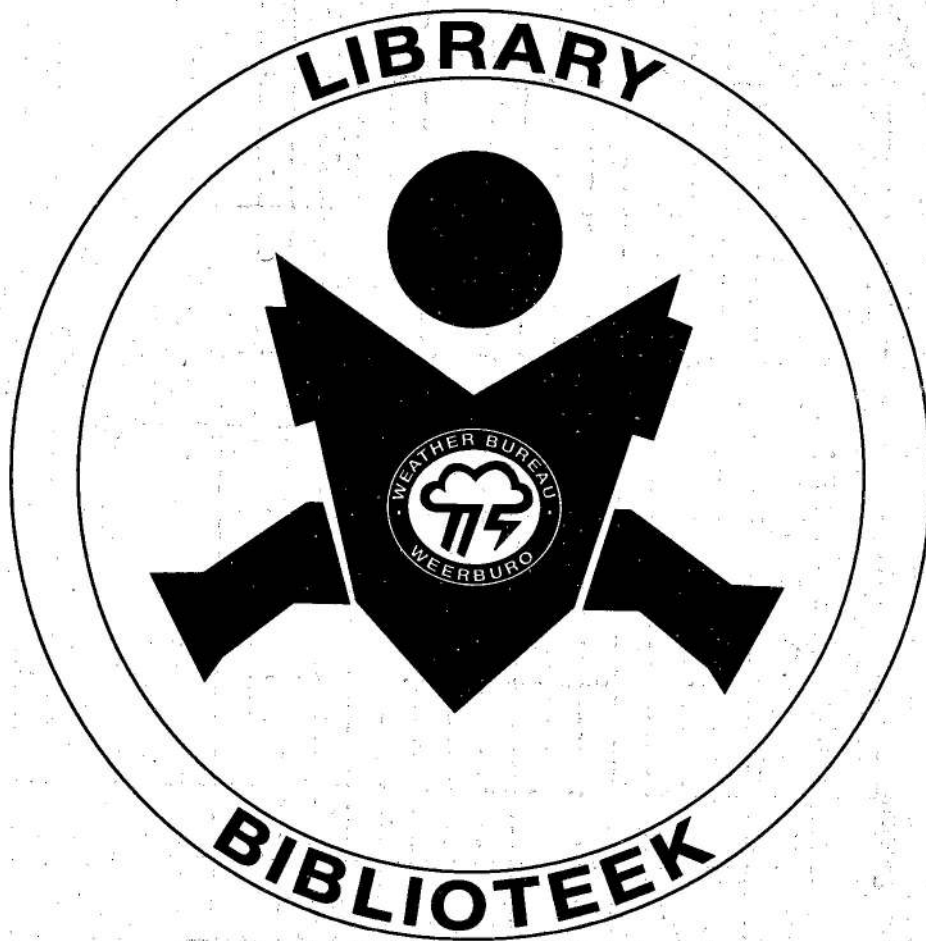
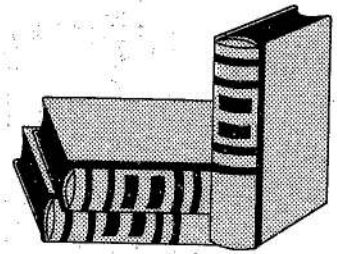
24. ATTENDANCE REGISTER

- (1) An employer shall provide an attendance register substantially in the following form, in which the employer shall record in ink or indelible pencil the name and class of each of the employees and if an employee is unable to write, the employer shall on the employee's behalf for each day worked and on that day make the necessary entries in respect of items (i) to (vi) of subclause (3) (a) in the presence of a person nominated by the employee, and shall sign such entries.
- (2) An employer may, instead of an attendance register, provide a semi-automatic time recorder which records substantially the same information as is required to be kept in the attendance register specified in subclause 24 (1).
- (3) Unless prevented from doing so by unavoidable causes, every employee shall, in respect of each day worked 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 work commenced;
 - (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) the employee's signature;
- (b) in an establishment where a semi-automatic time recorder is provided, make an entry by means of such recorder to show the following:
- (i) the time work commenced;
 - (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 information recorded by a semi-automatic time recorder 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.

CLASS OF EMPLOYEE[illegible]

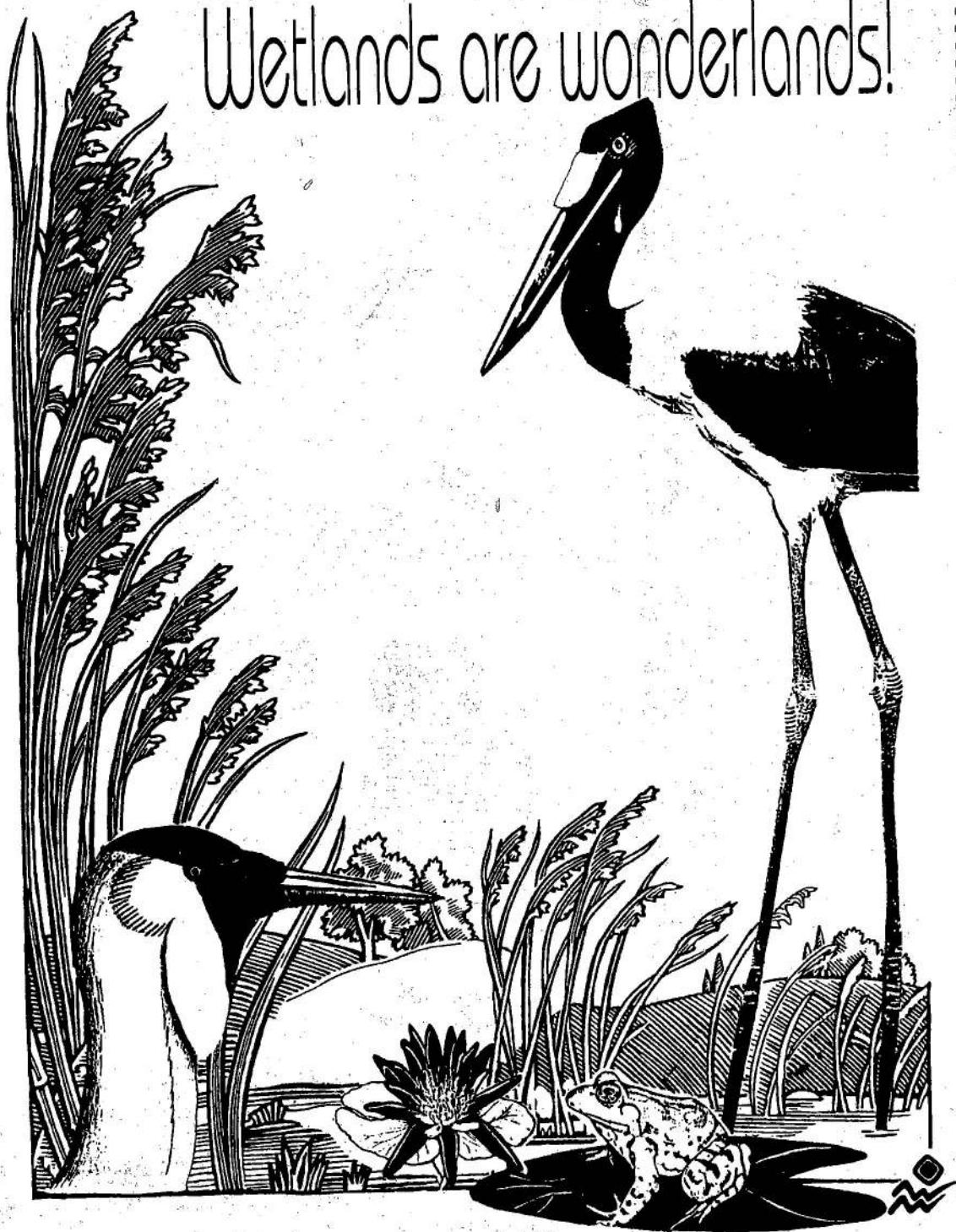
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Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?

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Departement van Omgewingsake en Toerisme

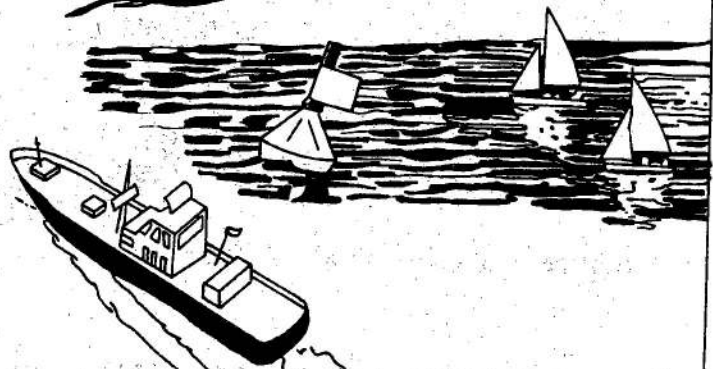
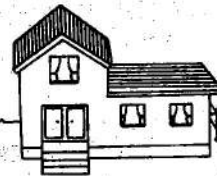
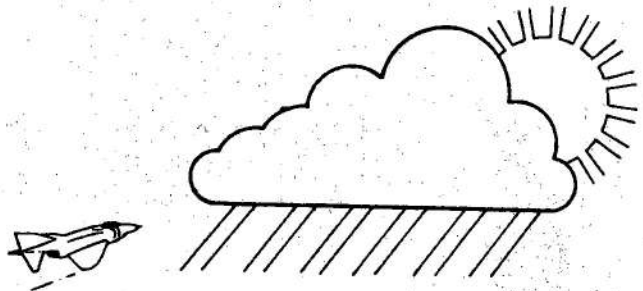
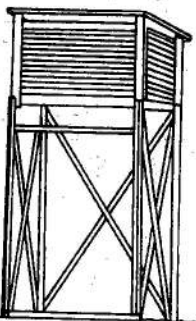
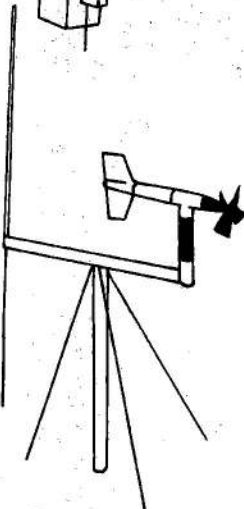
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No. Gazette
No.****GOVERNMENT NOTICE****Labour, Department of****Government Notice**

R. 1484 Wage Act, 1957: Wage Determination 482: Contract Cleaning Trade, South Africa..... 1 19481
