



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 1115

Registered at the Post Office as a Newspaper

PRICE 10c PRYS
OVERSEAS 15c OORSEE
POST FREE — POSVRY

REGULASIEKOERANT No. 1115

As 'n Nuusblad by die Poskantoor Geregistreer

VOL. 46]

PRETORIA, 3 APRIL 1969
3 APRIL

[No. 2349

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 557

3 April 1969

WAGE ACT, 1957

WAGE DETERMINATION No. 308

STEVEDORING TRADE IN THE MAGISTERIAL DISTRICTS OF THE CAPE, PORT ELIZABETH, EAST LONDON AND DURBAN

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 Stevedoring Trade in the Magisterial districts of the Cape, Port Elizabeth, East London and Durban, and has fixed the 28th day of April 1969, as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

This determination shall apply in the Magisterial Districts of The Cape, Port Elizabeth, East London and Durban to employees who are engaged in the Stevedoring Trade and for whom wages are prescribed in clause 3 and to the employers of such employees.

2. DEFINITIONS

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

- (1) "Area A" means the Magisterial District of The Cape; (6)
- (2) "Area B" means the Magisterial District of Port Elizabeth; (7)
- (3) "Area C" means the Magisterial District of East London; (8)
- (4) "Area D" means the Magisterial District of Durban; (9)

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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 557

3 April 1969

LOONWET, 1957

LOONVASSTELLING No. 308

STUWADOORSBEDRYF IN DIE LANDDROS-DISTRIKTE DIE KAAP, PORT ELIZABETH, OOS-LONDEN EN DURBAN

In opdrag van die Minister van Arbeid, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Stuwadoorsbedryf in die Landdrosdistrikte die Kaap, Port Elizabeth, Oos-Londen en Durban, gemaak en die 28ste dag van April 1969 bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN BESTEK VAN VASSTELLING

Hierdie Vasstelling is van toepassing in die landdrosdistrikte Die Kaap, Port Elizabeth, Oos-Londen en Durban op werknemers in die Stuwadoorsbedryf vir wie lone in klousule 3 voorgeskryf word, en op die werkgewers van dié werknemers.

2. WOORDOMSKRYWING

(a) Tensy uit die samehang anders blyk, het alle uitdrukkings wat in hierdie Vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet en, tensy dit onbestaanbaar is met die samehang, beteken—

- (1) "bediener van 'n mobiele hystoestel" 'n werknemer wat werk met 'n kragaangedrewe mobiele hystoestel wat by die laai, aflaai, versit of opstapel van goedere gebruik word; (20)
- (2) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Stuwadoorsbedryf in diens is; (10)

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(5) "bulk cargo" means any cargo such as grain (other than maize), gypsum, ore, potash or superphosphate which is not packed in containers and which has to be stowed in or removed from a ship in a loose form, but does not include cargo such as timber, steel plates or rods or pieces of machinery, which, while not packed in containers, is conveyed by the piece or in bundles; (15)

(6) "cool chamber" means a chamber equipped with cooling apparatus which, when operated, maintains the temperature within the chamber, when closed, at between 26° and 50° Fahrenheit, inclusive, but which shall be deemed not to be a cool chamber when the cooling apparatus is not so operated and the chamber is used for the stowing of cargo which does not require a temperature lower than that naturally prevailing; (11)

(7) "daily employee" means an employee engaged by the day to perform the work of a stevedoring hand, leader, winchman, gangwayman, induna or serang, liaison induna or serang, senior induna or serang, or maize trimmer; (4)

(8) "dirty cargo" means—

(a) basic slag, carbon black, cement, coal, ochre, oxide, soda ash, sulphur, triple superphosphate, wet hides or whalebone meal;

(b) maize or phosphates in bulk;

(c) chalk, clay, lucerne meal or pitch in hessian or paper bags;

(d) asbestos in hessian or paper bags or in open compressed bundles; (25)

(9) "driver of a motor vehicle" 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; (3)

(10) "establishment" means any premises in or in connection with which one or more employees are employed in the Stevedoring Trade; (2)

(11) "foreman stevedore" means an employee who, during the loading or unloading of a ship, is responsible for the supervision of the learner stevedores, gangwaymen, leaders, indunas or serangs, senior indunas or serangs, maize trimmers, winchmen and stevedoring hands who are working on such ship and for the necessary liaison with the ship's officers, and who may be required, before the commencement of work on any day, to recruit the labour for that day; (23)

(12) "freezing chamber" means a chamber equipped with cooling apparatus which, when operated, maintains the temperature within the chamber, when closed, below 26° Fahrenheit, but which shall be deemed not to be a freezing chamber when the cooling apparatus is not so operated and the chamber is used for the stowing of cargo which does not require a temperature lower than that naturally prevailing; (24)

(13) "gangwayman" means an employee who is engaged in giving directional signals to a crane driver or a winchman and who in addition may assist in the topping, lowering or setting of derricks or in the rigging of snatch blocks; (5)

(14) "induna or serang" means an employee who, under the control of a foreman stevedore, supervises and directs a team of stevedoring hands, and who may be required, before the commencement of work on any day, to recruit the labour required for that day; (10)

(15) "law" includes the common law; (27)

(16) "leader" means an employee who, while performing the duties of a stevedoring hand, in addition and under the supervision of a foreman stevedore, learner stevedore or an induna or serang, directs other stevedoring hands in the stowing of cargo; (13)

(17) "learner stevedore" means an employee who, during the loading or unloading of a ship and under the supervision of a foreman stevedore, exercises supervision over the gangwaymen, leaders, indunas or serangs, senior indunas or serangs, maize trimmers, winchmen and stevedoring hands who are working on such ship and who may be required to maintain the necessary liaison with the ship's officers and, before the commencement of work on any day, to recruit or assist in the recruiting of the labour required for the day; (12)

(18) "liaison induna or serang" means an employee who is charged by his employer with liaison duties between the employer and his employees working on a ship; (20)

(19) "maize trimmer" means an employee who, in the process of the bulk loading of maize, is engaged in trimming maize by power-driven machine; (16)

(20) "mobile hoist operator" means an employee who is engaged in operating a mobile power-driven hoist used in the loading, unloading, moving or stacking of goods; (1)

(3) "bestuurder van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig bestuur, en by die toepassing van hierdie woord-omsigrywing omvat die uitdrukking "n motorvoertuig bestuur" alle tydperke wat hy bestuur, 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 gereed te bly om te bestuur; (9)

(4) "daaglikse werknemer" 'n werknemer wat by die dag in diens geneem word om die werk van 'n stuwadoor, leier, windasman, gangboordman, indoeana of serang, skakelindoeana of -serang, senior indoeana of serang of mieliestuerer te verrig; (7)

(5) "gangboordman" 'n werknemer wat aanwysingstekens aan 'n kraandrywer of 'n windasman gee en wat daarbenewens kan help om laaibome op te hys, neer te laat of te stel of om vang-blokke te manipuleer; (13)

(6) "Gebied A" die landdrosdistrik Die Kaap; (1)

(7) "Gebied B" die landdrosdistrik Port Elizabeth; (2)

(8) "Gebied C" die landdrosdistrik Oos-Londen; (3)

(9) "Gebied D" die landdrosdistrik Durban; (4)

(10) "indoeana of serang" 'n werknemer wat, onder die beheer van 'n voormanstuwadoor, oor 'n span stuwadoors toesig hou en opdragte aan hulle gee en van wie vereis kan word om, vóór die aanvang van die werk op enige dag, die arbeiders vir die werk te werf; (14)

(11) "koelkamer" 'n kamer uitgerus met koelapparaat wat, wanneer dit werk, die temperatuur binne die kamer, as dit toe is, op 26° tot en met 50° Fahrenheit hou, maar wat nie as 'n koelkamer geag moet word wanneer die koelapparaat nie aldus werk nie en die kamer gebruik word vir die stuwang van vraag wat nie 'n laer temperatuur as die heersende vereis nie; (6)

(12) "leerlingstuwadoor" 'n werknemer wat, by die laai of aflaai van 'n skip en onder die toesig van 'n voormanstuwadoor, toesig uitoefen oor die gangboordmanne, leiers, indoeana's of serangs, senior indoeana's of serangs, mieliestuers, windasmanne en stuwadoors wat op sodanige skip werksaam is, en van wie vereis kan word om die nodige skakeling met die skeepsoffisiere te behou en om, vóór die aanvang van die werk op enige dag, die arbeiders vir die dag te werf of te help werf; (17)

(13) "leier" 'n werknemer wat, terwyl hy die pligte van 'n stuwadoor nakom, ook, onder toesig van 'n voormanstuwadoor, 'n leerlingstuwadoor, of 'n indoeana of serang, opdragte aan ander stuwadoors gee in verband met die stuwang van vraag; (16)

(14) "loon" die bedrag geld 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, as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dié sodanige hoër loon beteken; (26)

(15) "losvrag" enige vraag soos graan (uitgesonderd mielies), gips, erts, potas of superfosfaat wat nie in houters verpak word nie en wat los in 'n skip gestu of daaruit verwyder moet word, maar omvat nie vrage soos timmerhout, staalplate of -stawe of onderdele van masjinerie wat, hoewel dit nie in houters verpak is nie, stuk-stuk of in bondels vervoer word; (5)

(16) "mieliestuerer" 'n werknemer wat gedurende die laai van los mielies die eweredige verspreiding van die mielies met 'n kragmasjien waarneem; (19)

(17) "motorvoertuig" 'n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere, en omvat dit ook 'n voorhaker en 'n trekker maar nie 'n mobiele hystoestel nie; (21)

(18) "pakhuisman" 'n werknemer wat algemene toesig hou oor voorrade en wat daarvoor verantwoordelik is om uitrusting in 'n pakhuis te ontvang, op te berg, of vir verbruik uit te reik, en van wie vereis kan word om aantekening te hou van sodanige uitrusting wat ontvang, opgeberg of uitgereik is; (25)

(19) "senior indoeana of serang" 'n werknemer wat, onder beheer van 'n voormanstuwadoor, op 'n skip toesig hou oor of opdragte gee in verband met die werk van twee of meer indoeana's of serangs en hul spanne stuwadoors; (22)

(20) "skakelindoeana of -serang" 'n werknemer wat deur sy werkgewer belas word met skakelpligte tussen die werkgewer en sy werknemers wat op 'n skip werk; (18)

(21) "stuwadoor" 'n werknemer wat een of meer van die volgende werksaamhede op 'n skip verrig:—

(i) Die verwydering of terugplasing van balke, luikdeksels of luikplanke;

(ii) die vasmaak of verwydering van boksele oor luikdeksels of dekvrag;

(iii) stumateriaal in posisie plaas of dit verwyder;

(iv) die verskuiving van enigiets wat die aflaai, laai of stuwang van enige vraag kan beperk of belemmer;

(21) "motor vehicle" means any power-driven vehicle used for the conveyance of goods and includes a mechanical horse and a tractor but does not include a mobile hoist; (17)

(22) "senior induna or serang" means an employee who, under the control of a foreman stevedore, is engaged on a ship in supervising or directing the work of two or more indunas or serangs and their teams of stevedoring hands; (19)

(23) "stevedoring hand" means an employee who is engaged in performing any one or more of the following operations on a ship—

(i) removing or replacing beams, hatch covers or hatch boards;

(ii) affixing or removing tarpaulins over hatch covers or deck cargo;

(iii) placing in position or removing dunnage;

(iv) moving any matter that may restrict or hamper the unloading, loading or stowing of any cargo;

(v) collecting cargo from the hold or deck of a ship, loading such cargo on to slings or platforms or affixing such cargo to other appliances prior to the hoisting and removal of such cargo by cranes or winch operated derricks;

(vi) removing cargo from slings, platforms or other appliances used for conveying such cargo to the deck or hold of a ship or stowing, stacking or securing such cargo;

(vii) loading bulk cargo into containers prior to removal from a ship;

(viii) trimming bulk cargo during the process of loading or unloading, other than the work of a maize trimmer;

(ix) affixing slings, platforms or other appliances to the hoisting cable of a crane or winch or detaching such cables from loads deposited on a ship;

(x) opening containers of cargo to be loaded as bulk cargo or emptying such containers into the hold of a ship;

(xi) cleaning or preparing (including chipping) a hold, compartment, chamber, locker, bin or tank in a ship or on the deck of a ship;

(xii) generally any work which may be necessary for the efficient performance of the stevedoring operations referred to in subparagraphs (i) to (xi) of this definition but not elsewhere defined in this subclause;

and who may be required, on the quayside, to collect, load, unload, maintain or make up any stevedoring equipment or appliances which are the property of his employer and to return such equipment to store; (21)

(24) "Stevedoring Trade" means—

(a) the trade in which employers and employees are associated for the purpose of loading or unloading or loading and unloading ships and includes all operations incidental to or consequent on any of the aforesaid activities, whether such operations are performed on a ship or on shore,

(b) the trade in which employers are associated with their employees for the purpose of supplying from among their said employees such labour as may be required by employers referred to in (a) hereof or by any other persons for any activity or operation mentioned in (a) hereof,

and for the purpose of this definition the expression "loading" includes the stowing or restowing of cargo; (22)

(25) "storeman" means an employee who is in general charge of stores and who is responsible for receiving equipment into a store, the storing of such equipment and the issuing thereof for use and who may be required to maintain records of such equipment received, stored or issued; (18)

(26) "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, 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; (14)

(27) "weekly employee" means an employee other than a daily employee; (26)

(v) die haal van vrag uit die ruim of van die dek van 'n skip, die laai van die vrag op laaislingers of -platforms, of die vasmaak van die vrag op ander toestelle voordat die vrag deur hyskrane of laaibome wat deur 'n windas gewerk word, opgehef en verwyder word;

(vi) die verwydering van vrag van laaislingers, -platforms of ander toestelle wat gebruik word om die vrag na die dek of ruim van 'n skip te vervoer of die stuwling, opstapeling of vasmaak van sodanige vrag;

(vii) die laai van los vrag in houters voordat dit van 'n skip verwyder word;

(viii) die eweredige verspreiding van los vrag wanneer dit gelaai of afgelaai word, uitgesonderd die werk van 'n mielie-stuwer;

(ix) die aanhaak van laaislingers, -platforms of ander toestelle aan die hyskabel van 'n kraan of windas of die afhaak van sulke kables van vragte wat op 'n skip neergelaai word;

(x) die oopmaak van houters wat vrag bevat wat as los vrag ingelaai moet word, of die leegmaak van dié houters in die ruim van die skip;

(xi) die skoonmaak of voorbereiding (met inbegrip van die skoonkap) van 'n ruim, afdeling, kamer, sluitkas, bak of tenk in 'n skip of op die dek van 'n skip;

(xii) enige werk in die algemeen wat nodig mag wees vir die doeltreffende uitvoering van die stuwadoorswerkzaamhede wat in subparagrafe (i) tot (xi) van hierdie woordskrywing vermeld word maar wat nie elders in hierdie subklousule omskryf is nie;

en van wie vereis kan word om op die kaai enige stuwadoors-uitrusting of -toestelle wat die eiendom van sy werkgewer is, bymekaar te maak, te laai, af te laai, instand te hou of gereed te maak en om sodanige uitrusting in die pakhuis te bêre; (23)

(22) "Stuwadoorsbedryf"—

(a) die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om skepe te laai of af te laai of skepe te laai en af te laai en omvat dit ook alle werkzaamhede wat daarmee in verband staan of daaruit voortvloei, afgesien daarvan of sodanige werkzaamhede op 'n skip of aan wal verrig word;

(b) die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om uit die geledere van bedoelde werknemers, dié arbeid te verskaf wat die werkgewers soos bedoel in (a) hiervan of ander persone nodig mag hê vir 'n werkzaamheid bedoel in (a) hiervan;

en vir die doel van hierdie omskrywing omvat die uitdrukking "laai" ook die stuwling of herstuwling van vrag; (24)

(23) "voormanstuwadoor" 'n werknemer wat by die laai of aflaai van 'n skip verantwoordelik is vir die toesig oor die leerlingstuwadoors, gangboordmanne, leiers, indoenas of serangs, senior indoenas of serangs, mieliestuwer, windasmanne en stuwadoors wat op sodanige skip werksaam is en vir die nodige skakeling met die skeeps-offisiere, en van wie vereis kan word om, vóór die aanvang van die werk op enige dag, die arbeiders vir dié dag se werk te werf; (11)

(24) "vrieskamer" 'n kamer uitgerus met koelapparaat wat, wanneer dit werk, die temperatuur binne die kamer, as dit toe is, onder 26° Fahrenheit hou, maar wat nie as 'n vrieskamer geag moet word wanneer die koelapparaat nie aldus werk nie en die kamer gebruik word vir die stuwling van vrag wat nie 'n laer temperatuur as die heersende vereis nie; (12)

(25) "vuil vrag"—

(a) basiese slak, koolswart, sement, steenkool, oker, oksied, soda-as, swael, drievoudige superfosfaat, nat velle of walvis-beenmeel;

(b) los mielies of fosfate;

(c) kalksteen, klei, lusernmeel of pik in going- of papier-sakke;

(d) asbes in going- of papiersakke of in oop saamgeperste bondels; (8)

(26) "weeklikse werknemer" 'n ander werknemer as 'n daaglikse werknemer; (27)

(27) "wet" ook die gemene reg; (15)

(28) "winchman" means an employee who is engaged in operating a winch or a ship's crane and who in addition may give directional signals and assist in the topping, lowering or setting of derricks or in the rigging of snatch blocks. (28)

(b) For the purpose of this determination an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

3. REMUNERATION

(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out hereunder:—

(a) Daily employees

	In Area A, per day	In Area B, per day	In Area C, per day	In Area D, per day
	R	R	R	R
Gangwayman.....	2.60	2.36	2.30	2.30
Induna or serang.....	2.87	2.70	2.65	2.65
Leader.....	2.47	2.30	2.24	2.24
Liaison induna or serang.....	2.87	2.70	2.65	2.65
Maize trimmer.....	2.80	2.55	2.50	2.50
Senior induna or serang.....	3.10	2.95	2.90	2.90
Stevedoring hand.....	2.30	2.13	2.07	2.07
Winchman.....	2.60	2.36	2.30	2.40:

Provided that the prescribed daily wage of an induna or serang shall be increased by 25 cents per day for each day on which he is required to recruit or assist in recruiting the labour force prior to 7.20 a.m.

(b) Weekly employees

	In Area A, per week	In Area B, per week	In Area C, per week	In Area D, per week
	R	R	R	R
Driver of a motor vehicle....	17.25	17.25	17.25	17.25
Foreman stevedore.....	40.00	40.00	40.00	40.00
Gangwayman.....	13.00	11.80	11.50	7.60
Induna or serang.....	17.25	16.20	15.90	11.60
Leader.....	12.35	11.50	11.20	7.15
Learner stevedore—				
during the first year of employment.....	25.00	25.00	25.00	25.00
during the second year of employment.....	28.00	28.00	28.00	28.00
during the third year of employment.....	31.00	31.00	31.00	31.00
during the fourth year of employment.....	35.00	35.00	35.00	35.00
Liaison induna or serang....	17.25	16.20	15.90	11.60
Maize trimmer.....	14.00	12.75	12.50	8.60
Mobile hoist operator.....	11.50	11.50	11.50	11.50
Senior induna or serang.....	18.75	17.70	17.40	11.60
Stevedoring hand.....	11.50	10.65	10.35	6.50
Storeman.....	29.50	29.50	29.50	29.50
Winchman.....	13.00	11.80	11.50	7.60:

Provided that in Area D the weekly wage prescribed for an employee mentioned hereunder shall be increased for each day, except Sunday, New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, on which such employee works, by the amount set out hereunder for an employee of his class:—

Gangwayman, induna or serang, leader, liaison induna or serang, maize trimmer or stevedoring hand, 65 cents per day.

Winchman, 75 cents per day.

Senior induna or serang, R1 per day.

(28) "windasman" 'n werknemer wat 'n windas of 'n skeeps-kraan bedien en wat ook rigtingstekens kan gee en help om laaibome op te hys, neer te laat of te stel of om vangblokke te manipuleer. (28)

(b) By die toepassing van hierdie Vasstelling word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

3. BESOLDIGING

(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal, is dié hieronder uiteengesit:—

(a) Daaglikse werknemers

	In Gebied A, per dag	In Gebied B, per dag	In Gebied C, per dag	In Gebied D, per dag
	R	R	R	R
Gangboordman.....	2.60	2.36	2.30	2.30
Indoena of serang.....	2.87	2.70	2.65	2.65
Leier.....	2.47	2.30	2.24	2.24
Skakelindoena of serang.....	2.87	2.70	2.65	2.65
Mieliestuwer.....	2.80	2.55	2.50	2.50
Senior indoena of serang.....	3.10	2.95	2.90	2.90
Stuwadoor.....	2.30	2.13	2.07	2.07
Windasman.....	2.60	2.36	2.30	2.40:

Met dien verstande dat die voorgeskrewe dagloon van 'n indoena of serang met 25 sent per dag verhoog moet word vir elke dag waarop van hom vereis word om die arbeidskragte vóór 7.20 vm. te werf of te help werf.

(b) Weeklikse werknemers

	In Gebied A, per week	In Gebied B, per week	In Gebied C, per week	In Gebied D, per week
	R	R	R	R
Bestuurder van 'n motor voertuig.....	17.25	17.25	17.25	17.25
Voormanstuwadoor.....	40.00	40.00	40.00	40.00
Gangboordman.....	13.00	11.80	11.50	7.60
Indoena of serang.....	17.25	16.20	15.90	11.60
Leier.....	12.35	11.50	11.20	7.15
Leerlingstuwadoor—				
gedurende die eerste jaar diens.....	25.00	25.00	25.00	25.00
gedurende die tweede jaar diens.....	28.00	28.00	28.00	28.00
gedurende die derde jaar diens.....	31.00	31.00	31.00	31.00
gedurende die vierde jaar diens.....	35.00	35.00	35.00	35.00
Skakelindoena of -serang....	17.25	16.20	15.90	11.60
Mieliestuwer.....	14.00	12.75	12.50	8.60
Bediener van mobiele hystoel.....	11.50	11.50	11.50	11.50
Senior indoena of serang....	18.75	17.70	17.40	11.60
Stuwadoor.....	11.50	10.65	10.35	6.50
Pakhuisman.....	29.50	29.50	29.50	29.50
Windasman.....	13.00	11.80	11.50	7.60:

Met dien verstande dat in Gebied D die weekloon voorgeskryf vir 'n werknemer hieronder genoem, vir elke dag, behalwe Sondag, Nuwejaarsdag, Goede Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag, waarop so 'n werknemer werk, verhoog moet word met die bedrag hieronder vir 'n werknemer van sy klas uiteengesit:—

Gangboordman, indoena of serang, leier, mieliestuwer of stuwadoor, 65 sent per dag.

Windasman, 75 sent per dag.

Skakelindoena of -serang of senior indoena of serang, R1 per dag.

(2) Subject to the provisions of clause 4 (4), a daily employee shall be paid his full daily remuneration for his ordinary hours of work prescribed in clause 5 for each day from Monday to Saturday, inclusive: Provided that—

(i) if on any day a daily employee is recruited to work and reports at the place at which work is to be performed at the time work is due to commence and is prevented from commencing or continuing work through circumstances (other than sickness) beyond his control, he shall in respect of that day be paid—

(a) if the day be a Saturday, not less than his full daily wage;

(b) if the day be any day from Monday to Friday, inclusive—

(i) not less than two-thirds of his daily wage if he is required to work or hold himself available for work until not later than 12 noon;

(ii) not less than his full daily wage if he is required to work or hold himself available for work until after 12 noon;

(ii) an employer may require his employee to work in connection with the loading or unloading of more than one ship on any day.

(3) *Calculation of remuneration.*—(a) The daily wage of an employee, other than a daily employee, shall be his weekly wage divided by six: Provided that in the case of a gangwayman, leader, maize trimmer, stevedoring hand or winchman it shall be his weekly wage divided by five.

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

(4) *Basis of contract.*—For the purpose of this determination the basis of contract of an employee referred to in clause 3 (1) (b) shall be weekly and, save as provided in clause 4 (4), an employee shall be paid in respect of any week not less than his full weekly wage whether he has in that week worked the maximum number of ordinary hours applicable to him in terms of clause 5, or less.

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

(6) *Special cargo allowances.*—(a) In addition to the wages prescribed in subclauses (1) (a) and (1) (b) of this clause, an employee who is required on any day to handle cargo in a cool chamber or in a freezing chamber or to handle in the hold of a ship any bulk or dirty cargo shall, for work performed on that day, be paid the allowances set out hereunder:—

For handling cargo in a freezing chamber, 29 cents.

For handling cargo in a cool chamber, 17 cents.

For handling bulk cargo, 17 cents.

For handling dirty cargo, 23 cents.

(b) The allowances payable in terms of paragraph (a) of this subclause shall be paid in respect of any day on which the employee handles such cargo, irrespective of the time (including overtime) spent on such work: Provided that, if on any day an employee handles cargoes in respect of which different allowances are payable, the payment of the higher allowance shall be deemed to include the lower allowance.

(7) *Differential wage.*—An employer who engages an employee to perform any class of work for which a wage is prescribed in subclause (1) (a) or (1) (b) and during any day requires such employee to perform work of another class for which a higher wage is prescribed in those subclauses shall—

(a) if the employee is required to perform such other class of work for more than four hours on that day, pay such employee not less than such higher wage for the whole of that day; and

(2) Behoudens die bepalinge van klousule 4 (4) moet 'n daaglikse werknemer sy volle daaglikse besoldiging betaal word vir sy gewone werkure wat in klousule 5 voorgeskryf word vir elke dag van Maandag tot en met Saterdag: Met dien verstande dat—

(i) as 'n daaglikse werknemer op enige dag gewerf word om te werk en hy hom aanmeld by die plek waar werk verrig moet word op die tyd waarop die werk 'n aanvang moet neem en hy verhinder word om met sy werk te begin of daarmee vol te hou weens omstandighede (uitgesonderd siekte) buite sy beheer, die volgende aan hom betaal moet word ten opsigte van daardie dag—

(a) as die dag 'n Saterdag is, minstens sy volle dagloon;

(b) as die dag enige ander dag van Maandag tot en met Vrydag is—

(i) minstens twee-derdes van sy dagloon as van hom vereis word om te werk of om hom vir werk beskikbaar te hou tot nie later nie as 12-uur middag;

(ii) minstens sy volle dagloon as van hom vereis word om te werk of om hom vir werk beskikbaar te hou tot na 12-uur middag;

(ii) 'n werkgewer van sy werknemer kan vereis om in verband met die laai of aflaai van meer as een skip op enige dag te werk.

(3) *Berekening van besoldiging.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n daaglikse werknemer, is sy weekloon gedeel deur ses: Met dien verstande dat dit in die geval van 'n gangboordman, leier, meliestuwer, stuwadoor of windasman sy weekloon is gedeel deur vyf.

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

(4) *Kontrakgrondslag.*—By die toepassing van hierdie Vasstelling is die kontrakgrondslag van 'n werknemer wat in klousule 3 (1) (b) genoem word, weekliks, en behoudens soos in klousule 4 (4) bepaal, moet 'n werknemer ten opsigte van enige week minstens sy volle weekloon betaal word, hetsy hy in daardie week die maksimum getal gewone ure wat ingevolge klousule 5 op hom van toepassing is, of minder gewerk het.

(5) Tensy uitdruklik anders bepaal in 'n skriftelike kontrak tussen die werkgewer en sy werknemer, moet niks in hierdie Vasstelling so uitgelê word dat dit 'n werkgewer verhinder om van 'n werknemer te vereis om werk van 'n ander klas te verrig nie waarvoor dieselfde of 'n laer loon voorgeskryf word as dié wat vir sodanige werknemer voorgeskryf is.

(6) *Spesiale vragtoelaes.*—(a) Benewens die lone in subklousules (1) (a) en (1) (b) van hierdie klousule voorgeskryf, moet 'n werknemer van wie op enige dag vereis word om vrag in 'n koelkamer of in 'n vrieskamer te hanteer of om enige los of vuil vrag in die ruim van 'n skip te hanteer, vir werk wat op dié dag verrig word, die toelaes betaal word wat hieronder uiteengesit is:—

Vir die hantering van vrag in 'n vrieskamer, 29 sent.

Vir die hantering van vrag in 'n koelkamer, 17 sent.

Vir die hantering van los vrag, 17 sent.

Vir die hantering van vuil vrag, 23 sent.

(b) Die toelaes betaalbaar ingevolge paragraaf (a) van hierdie subklousule, moet betaal word ten opsigte van enige dag waarop die werknemer sodanige vrag hanteer, ongeag die tyd (oortyd inbegrepe) aan sodanige werk bestee: Met dien verstande dat as 'n werknemer op enige dag vragte hanteer ten opsigte waarvan verskillende toelaes betaalbaar is, die betaling van die hoër toelaes geag word die laer toelaes in te sluit.

(7) *Differensiële loon.*—'n Werkgewer wat 'n werknemer in diens neem om enige klas werk te verrig waarvoor 'n loon in subklousule (1) (a) of (1) (b) voorgeskryf word en gedurende enige dag van die werknemer vereis om werk van 'n ander klas te verrig waarvoor 'n hoër loon in daardie subklousules voorgeskryf word, moet—

(a) as van die werknemer vereis word om die ander klas werk vir langer as vier uur op daardie dag te verrig, dié werknemer minstens die hoër loon vir die hele gedeelte van daardie dag betaal; en

(b) if the employee is required to perform such other class of work for more than one hour but not more than four hours, pay him for that day not less than half the daily wage prescribed for an employee of his class plus half the daily wage prescribed for an employee of such other class.

(8) *Travelling allowances and transport.*—Whenever an employee referred to in subclause (1) (a) in Area A is required by his employer to proceed to Simonstown to work, his employer shall in addition to any other remuneration payable to him—

(a) provide him with one meal per day free of charge or pay him an allowance of 15 cents in lieu of such meal;

(b) provide him with transport to and from Simonstown free of charge; and

(c) pay him a travelling time allowance per day of not less than as set out hereunder:—

Winchmen and gangwaymen, 25 cents.

Stevedoring hands, 20 cents.

Other employees, 30 cents.

(9) Whenever an employee referred to in subclause (1) (a) in Area D is required by his employer to proceed to work elsewhere in Area D than at The Point or Maydon Wharf, his employer shall in addition to any other remuneration payable to him—

(a) provide him with one meal per day free of charge;

(b) provide him with free transport from The Point or Maydon Wharf to such place of work and back; and

(c) pay him for each day a travelling time allowance of not less than the equivalent of his rate of pay for overtime for one hour.

4. PAYMENT OF REMUNERATION

(1) Save as provided in clause 7, any amount due to a weekly employee shall be paid in cash weekly, or, if the employer and his employee have agreed thereto, in cash or by cheque monthly, during the hours of work or within 30 minutes of ceasing work, on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day.

(2) Any amount due to a daily employee shall be paid to the employee in cash each day during the hours of work or within 30 minutes of ceasing work: Provided that an employer may arrange to pay to such an employee each week and on the usual pay day of his establishment any amounts due to the employee in respect of work performed during the preceding seven days.

(3) *Premiums.*—No payment shall be made to, or be accepted by, an employer, either directly or indirectly, in respect of the employment or training of an employee.

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

(a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds or subscriptions to a trade union;

(b) except where otherwise provided in this determination, whenever an employee is absent from work, otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work;

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

(d) whenever a weekly employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board or lodging with his employer, a deduction not exceeding the amounts specified hereunder—

	Per week	Per month
	R	R
(i) Board.....	0.80	3.47
(ii) Lodging.....	0.40	1.73
(iii) Board and lodging.....	1.20	5.20;

(b) as van die werknemer vereis word om die ander klas werk vir meer as een uur maar vir hoogstens vier uur te verrig, hom vir daardie dag minstens die helfte van die dagloon betaal wat vir 'n werknemer van sy klas voorgeskryf word, plus die helfte van die dagloon wat vir 'n werknemer van die ander klas voorgeskryf word.

(8) *Reis- en vervoertoelae.*—Wanneer van 'n werknemer in subklousule (1) (a) vermeld, in Gebied A deur sy werkgever vereis word om na Simonstad te gaan om te werk, moet sy werkgever hom, benewens enige ander besoldiging aan hom betaalbaar—

(a) kosteloos van een maaltyd per dag voorsien of 'n toelae van 15 sent in plaas van so 'n maaltyd betaal;

(b) kosteloos van vervoer na en van Simonstad voorsien; en

(c) 'n reistydtoelae per dag betaal van minstens die wat hieronder uiteengesit word:—

Windasmanne en gangboordmanne, 25 sent.

Stuwadoors, 20 sent.

Ander werknemers, 30 sent.

(9) Wanneer daar van 'n werknemer in subklousule (1) (a) vermeld, in Gebied D deur sy werkgever vereis word om by 'n ander plek in Gebied D as by Point of Maydon-kaai te gaan om te werk, moet sy werkgever hom, benewens enige ander besoldiging aan hom betaalbaar—

(a) kosteloos van een maaltyd per dag voorsien;

(b) kosteloos van vervoer van Point of Maydon-kaai na sodanige werkplek en terug voorsien; en

(c) 'n reistydtoelae vir elke dag betaal wat minstens gelyk is aan sy tarief van besoldiging vir oortydwerk van een uur.

4. BETALING VAN BESOLDIGING

(1) Behoudens die bepalinge van klousule 7, moet iedere bedrag verskuldig aan 'n weeklikse werknemer weekliks in kontant of, as die werkgever en sy werknemer daartoe ooreenkom, maandeliks in kontant of per tjek betaal word gedurende die werkeure of binne 30 minute nadat die werk gestaak is, op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal, of by diensbeëindiging as dit voor die gewone betaaldag geskied.

(2) Enige bedrag verskuldig aan 'n daaglikse werknemer moet elke dag in kontant aan die werknemer betaal word gedurende die werkeure of binne 30 minute nadat die werk gestaak is: Met dien verstande dat 'n werkgever kan reël om aan so 'n werknemer elke week en op die gewone betaaldag van sy bedryfsinrigting alle bedrae te betaal wat aan die werknemer verskuldig is ten opsigte van werk wat hy gedurende die voorafgaande sewe dae verrig het.

(3) *Premies.*—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgever betaal of deur hom aangeneem word nie.

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

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

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

(c) iedere bedrag wat 'n werkgever regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;

(d) wanneer 'n weeklikse werknemer daarmee instem of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos of huisvesting van sy werkgever aan te neem, 'n bedrag van hoogstens—

	Per week	Per maand
	R	R
(i) Kos.....	0.80	3.47
(ii) Huisvesting.....	0.40	1.73
(iii) Kos en huisvesting.....	1.20	5.20;

(e) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such council or other local authority.

5. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME AND SUNDAY WORK

(1) *Ordinary hours of work.*—The ordinary hours of work of an employee shall be—

(a) on Mondays to Fridays, inclusive—

from 7.20 a.m. to 12 noon, and from 1 p.m. to 5 p.m.;

(b) on Saturdays—

from 7.20 a.m. to 12 noon;

and an employee shall be deemed to commence work at the time at which he is required to attend at the ship at which work is to be performed: Provided that—

(i) time spent by any employee before 7.20 a.m. in or in connection with the recruiting of labour shall be deemed not to be time worked;

(ii) whenever, by arrangement with the authority controlling the port, it is necessary to work a night shift during the period from Monday to Saturday, inclusive, the ordinary hours of work of employees working such a shift shall be from 7.20 p.m. on the day on which work commences to 5 a.m. on the following day, with a meal interval from midnight to 12.30 a.m., which interval shall not be reckoned as time worked;

(iii) forty-eight ordinary hours of work in any week from Monday to Saturday, inclusive, are not exceeded.

(2) *Overtime.*—All time worked (except on Sunday) by an employee outside the ordinary hours of work prescribed in sub-clause (1) shall be overtime.

(3) *Payment for overtime and Sunday work.*—(a) An employer shall pay an employee who works overtime on any day from Monday to Saturday, inclusive, for each hour or part of an hour overtime so worked, not less than the amount set out hereunder for an employee of his class in the area in which he is employed:

	In Area A	In Area B	In Area C	In Area D
	R	R	R	R
Gangwayman.....	0.36	0.33	0.32	0.32
Induna or serang.....	0.42	0.39	0.38	0.38
Leader.....	0.34	0.32	0.31	0.31
Liaison induna or serang.....	0.42	0.39	0.38	0.38
Maize trimmer.....	0.38	0.37	0.35	0.35
Senior induna or serang.....	0.46	0.43	0.42	0.42
Stevoring hand.....	0.32	0.29	0.29	0.29
Winchman.....	0.36	0.33	0.32	0.33

(b) (i) An employer shall pay an employee who works on a Sunday a basic payment of not less than the amount set out hereunder for an employee of his class in the area in which he is employed:—

	In Area A	In Area B	In Area C	In Area D
	R	R	R	R
Gangwayman.....	1.56	1.42	1.38	1.38
Induna or serang.....	1.72	1.62	1.59	1.59
Leader.....	1.48	1.38	1.35	1.35
Liaison induna or serang.....	1.72	1.62	1.59	1.59
Maize trimmer.....	1.68	1.53	1.50	1.50
Senior induna or serang.....	1.86	1.77	1.74	1.74
Stevoring hand.....	1.38	1.28	1.25	1.25
Winchman.....	1.56	1.42	1.38	1.44

(e) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike owerheid betaal het ten opsigte van die huur van 'n huis of aan huisvesting in 'n tehuis wat die werknemer in 'n lokasie of Bantodorp onder die beheer van so 'n raad of ander plaaslike owerheid bewoon.

5. WERKURE, GEWONE EN OORTYD- EN BETALING VIR OORTYDWERK EN SONDAGWERK

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer is—

(a) op Maandae tot en met Vrydae—

vanaf 7.20 vm. tot 12-uur middag, en vanaf 1 nm. tot 5 nm.;

(b) op Saterdag—

vanaf 7.20 vm. tot 12-uur middag;

en daar word geag dat 'n werknemer begin werk het op die tydstop waarop van hom vereis word om hom aan te meld by die skip waar werk verrig moet word: Met dien verstande dat—

(i) tyd wat 'n werknemer vóór 7.20 vm. bestee het in of in verband met die werwing van arbeiders, geag word tyd te wees wat nie gewerk is nie;

(ii) wanneer, volgens reëlins met die owerheid wat die hawe beheer, dit nodig is om 'n nagskof te werk gedurende die tydperk van Maandag tot en met Saterdag, die gewone werkure van werknemers wat so 'n skof werk, vanaf 7.20 nm. moet wees op die dag waarop werk begin tot 5 vm. op die volgende dag, met 'n etenspouse vanaf middernag tot 12.30 vm., en dié pouse moet nie gereken word as tyd gewerk nie;

(iii) hoogstens 48 gewone werkure in enige week van Maandag tot en met Saterdag gewerk word.

(2) *Oortydwerk.*—Alle tyd, uitgesonderd dié op 'n Sondag, wat 'n werknemer langer werk as die getal gewone werkure wat in subklousule (1) voorgeskryf word, is oortydwerk.

(3) *Betaling vir oortydwerk en Sondagwerk.*—(a) 'n Werkgever moet aan 'n werknemer wat op enige dag van Maandag tot en met Saterdag oortydwerk verrig, vir elke uur of gedeelte van 'n uur oortyd aldus gewerk, minstens die bedrag betaal wat hieronder uiteengesit word vir 'n werknemer van sy klas in die gebied waarin hy in diens is:—

	In Gebied A	In Gebied B	In Gebied C	In Gebied D
	R	R	R	R
Gangboordman.....	0.36	0.33	0.32	0.32
Indoena of serang.....	0.42	0.39	0.38	0.38
Leier.....	0.34	0.32	0.31	0.31
Skakelindoena of -serang....	0.42	0.39	0.38	0.38
Mieliestuwer.....	0.38	0.37	0.35	0.35
Senior indoena of serang....	0.46	0.43	0.42	0.42
Stuwadoor.....	0.32	0.29	0.29	0.29
Windasman.....	0.36	0.33	0.32	0.33

(b) (i) 'n Werkgever moet aan 'n werknemer wat op 'n Sondag werk, 'n basiese loon betaal van minstens die bedrag hieronder genoem vir 'n werknemer van sy klas in die gebied waarin hy in diens is:—

	In Gebied A	In Gebied B	In Gebied C	In Gebied D
	R	R	R	R
Gangboordman.....	1.56	1.42	1.38	1.38
Indoena of serang.....	1.72	1.62	1.59	1.59
Leier.....	1.48	1.38	1.35	1.35
Skakelindoena of -serang....	1.72	1.62	1.59	1.59
Mieliestuwer.....	1.68	1.53	1.50	1.50
Senior indoena of serang....	1.86	1.77	1.74	1.74
Stuwadoor.....	1.38	1.28	1.25	1.25
Windasman.....	1.56	1.42	1.38	1.44

(ii) In addition to the amounts prescribed in subparagraph (i) an employer shall pay to an employee who works on a Sunday for each hour or part of an hour so worked not less than the amount set out hereunder for an employee of his class in the area in which he is employed:—

	In Area A	In Area B	In Area C	In Area D
	R	R	R	R
Gangwayman.....	0.27	0.25	0.24	0.24
Induna or serang.....	0.35	0.33	0.32	0.32
Leader.....	0.26	0.24	0.23	0.23
Liaison induna or serang.....	0.35	0.33	0.32	0.32
Maize trimmer.....	0.29	0.28	0.27	0.27
Senior induna or serang.....	0.39	0.37	0.36	0.36
Stevedoring hand.....	0.24	0.22	0.22	0.22
Winchman.....	0.27	0.25	0.24	0.25:

Provided that—

(i) if an employee works after 5 p.m. on a Sunday, the amount which his employer shall pay to such employee shall, in respect of each hour or part of an hour so worked after 5 p.m., be increased to the amount prescribed in paragraph (a) of this subclause for an employee of his class in the area in which he is employed;

(ii) except for the performance of emergency work an employer shall not require or permit an employee to work after 9 p.m. on a Sunday.

(c) An employer shall pay an employee, other than one referred to in subclause (3) (a), who works overtime on any day from Monday to Saturday, inclusive, for each hour or part of an hour so worked, an amount of not less than one and one-third times his weekly wage divided by 48.

(d) An employer shall pay an employee, to whom paragraph (c) applies, who works on a Sunday not less than his daily wage and shall, in addition, for each hour or part of an hour so worked pay him an amount of not less than his weekly wage divided by 48.

(4) *Meal intervals on Sunday or during overtime.*—(a) An employee who is required to work on a Sunday for a period in excess of five hours shall after not more than five hours, calculated from the time he commenced work, be granted a meal interval of not less than one hour, and such interval shall not be reckoned as time worked.

(b) An employee who is required to continue to work overtime after 8 p.m. on any day shall in addition to any other meal interval prescribed in this clause in respect of that day, be granted between the hours of 5 p.m. and 7 p.m. a meal interval of not less than 20 minutes and such interval shall not be reckoned as time worked.

(5) *Limitation of overtime.*—(a) An employer shall not require or permit an employee to work overtime except in the performance of emergency work—

- (i) in any area after 9 p.m. from Monday to Friday, inclusive;
- (ii) in Area A, C or D after 2 p.m. on a Saturday;
- (iii) in Area B after 9 p.m. on a Saturday.

(b) For the purpose of this subclause and subclause (3) (b) "emergency work" means any work which the authority controlling the port decides, for good and sufficient reason, must be performed after the times referred to in paragraph (a) and the second proviso to subclause (3) (b).

6. PAYMENT FOR WORK ON PUBLIC HOLIDAYS

(1) Subject to the provisions of clause 4 (4), if a weekly employee does not work on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, his employer shall pay him for the week in which such day falls not less than his weekly wage.

(2) Whenever a weekly or daily employee works on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, his employer shall pay him for the work on any such day at the same rate as that prescribed in this determination for work on a Sunday and in the case of a weekly employee such pay shall be in addition to his weekly wage for the week in which such day falls: Provided that if

(ii) Benewens die bedrae in subparagraaf (i) voorgeskryf, moet 'n werkgewer aan 'n werknemer wat op 'n Sondag werk, vir elke uur of gedeelte van 'n uur aldus gewerk, minstens die bedrag betaal wat hieronder genoem word vir 'n werknemer van sy klas in die gebied waarin hy in diens is:—

	In Gebied A	In Gebied B	In Gebied C	In Gebied D
	R	R	R	R
Gangboordman.....	0.27	0.25	0.24	0.24
Indoena of serang.....	0.35	0.33	0.32	0.32
Leier.....	0.26	0.24	0.23	0.23
Skakelindoena of -serang.....	0.35	0.33	0.32	0.32
Mieliestuwer.....	0.29	0.28	0.27	0.27
Senior indoena of serang....	0.39	0.37	0.36	0.36
Stuwadoor.....	0.24	0.22	0.22	0.22
Windsman.....	0.27	0.25	0.24	0.25:

Met dien verstande dat—

(i) as 'n werknemer na 5 nm. op 'n Sondag werk, die bedrag wat sy werkgewer aan dié werknemer moet betaal, ten opsigte van elke uur of gedeelte van 'n uur aldus ná 5 nm. gewerk, verhoog moet word tot die bedrag voorgeskryf in paragraaf (a) van hierdie subklousule vir 'n werknemer van sy klas in die gebied waarin hy in diens is;

(ii) behalwe vir die verrigting van noodwerk, 'n werkgewer nie van 'n werknemer moet vereis of hom toelaat om ná 9 nm. op 'n Sondag te werk nie.

(c) 'n Werkgewer moet 'n werknemer, uitgesonderd een van dié in subklousule (3) (a) vermeld, wat op enige dag van Maandag tot en met Saterdag oortydwerk verrig, vir elke uur of gedeelte van 'n uur aldus gewerk, 'n bedrag betaal van minstens een en 'n derde maal sy weekloon gedeel deur 48.

(d) 'n Werkgewer moet 'n werknemer op wie paragraaf (c) van toepassing is, wat op 'n Sondag werk minstens sy dagloon betaal en moet daarbenewens aan hom vir elke uur of gedeelte van 'n uur aldus gewerk 'n bedrag betaal van minstens sy weekloon gedeel deur 48.

(4) *Etenspouse op Sondag of gedurende oortydwerk.*—(a) 'n Werknemer van wie vereis word om op 'n Sondag vir 'n tydperk van langer as vyf uur te werk, moet ná hoogstens vyf uur bereken vanaf die tyd waarop hy begin werk het, 'n etenspouse van minstens een uur toegestaan word, en die pouse moet nie as tyd gewerk geag word nie.

(b) 'n Werknemer van wie vereis word om voort te gaan om na 8 nm. op enige dag oortydwerk te verrig, moet benewens enige ander etenspouse wat in hierdie klousule ten opsigte van daardie dag voorgeskryf word, tussen die ure 5 nm. en 7 nm. 'n etenspouse van minstens 20 minute toegestaan word en dié pouse moet nie as tyd gewerk geag word nie.

(5) *Beperking van oortydwerk.*—(a) 'n Werkgewer moet nie van 'n werknemer vereis of hom toelaat om oortydwerk te verrig nie, uitgesonderd in die verrigting van noodwerk—

- (i) in enige gebied na 9 nm. van Maandag tot en met Vrydag;
- (ii) in gebied A, C of D ná 2 nm. op 'n Saterdag;
- (iii) in gebied B ná 9 nm. op 'n Saterdag.

(b) By die toepassing van hierdie subklousule en subklousule (3) (b) beteken "noodwerk" enige werk ten opsigte waarvan die owerheid in beheer van die hawe om 'n goeie en voldoende rede besluit dat dit verrig moet word ná die tye in paragraaf (a) en die tweede voorbehoudsbepaling van subklousule (3) (b) genoem.

6. BETALING VIR WERK OP OPENBARE VAKANSIEDAE

(1) Behoudens die bepaling van klousule 4 (4), moet 'n werkgewer aan 'n werknemer wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelsvaartsdag, Republiekdag, Geloftedag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n weeklikse of daaglikse werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelsvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgewer hom vir die werk op so 'n dag teen dieselfde tarief betaal as dié in hierdie Vastelling voorgeskryf vir werk op 'n Sondag, en in die geval van 'n weeklikse werknemer moet die betaling bo en behalwe die weekloon wees vir die week waarin die dag val: Met dien

New Year's Day, Republic Day, the Day of the Covenant or Christmas Day falls on a Sunday, the provisions of this subclause shall apply to the Monday following such Sunday.

7. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2) an employer shall grant to his weekly employee in respect of each completed 12 months of employment with him, not less than 14 consecutive days' leave and shall in respect of such leave pay such employee not less than twice the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced.

(2) The leave referred to in subclause (1) shall be granted at a time to be fixed by the employer: Provided that—

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted 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 his employee have agreed thereto, in writing, before the expiration of the said period of four months, the employer may grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

(ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 8 nor, unless the employee so requests and the employer agrees, in writing, with any period of military training which the employee is required to undergo under the Defence Act, 1957;

(iii) if New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such day, be added to the said period as a further period of leave and the employer shall pay the employee in respect of each such day added an amount of not less than his daily wage;

(iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 12 months of employment to which the period of annual leave relates.

(3) (a) 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—

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

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

(b) The provisions of subclause (2) shall *mutatis mutandis* apply to the leave referred to in this subclause.

(4) The remuneration in respect of the annual leave prescribed in subclause (1), read with subclause (3), shall be paid not later than the last work day before the commencement of the leave.

(5) An employee whose contract of employment terminates during any period of 12 months with the same employer before the period of leave prescribed in subclause (1) in respect of that period has accrued, shall upon such termination and in addition to any other remuneration which may be due to him, be paid by his employer, in respect of each completed month of such period of employment, not less than one-sixth of the sum of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to subclause (2) and provided further that an employee—

(i) who leaves his employment without having given and served the period of notice prescribed in clause 10, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

(ii) who leaves his employment without cause recognised by law as sufficient; or

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice;

shall not be entitled to any payment by virtue of this subclause.

verstande dat, as Nuwejaarsdag, Republiekdag, Geloftedag of Kersdag op 'n Sondag val, die bepalinge van hierdie subklousule van toepassing moet wees op die Maandag wat op die Sondag volg.

7. JAARLIKSE VERLOF

(1) Behoudens die bepalinge van subklousule (2) moet 'n werkgever aan sy weeklikse werknemer ten opsigte van elke voltooide tydperk van 12 maande diens by hom verlof verleen van minstens 14 agtereenvolgende dae en moet hy sodanige werknemer ten opsigte van sodanige verlof minstens twee maal die weekloon betaal wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof 'n aanvang neem.

(2) Die verlof in subklousule (1) vermeld, moet verleen word op 'n tyd wat die werkgever bepaal: Met dien verstande dat—

(i) as sodanige verlof nie eerder verleen is nie, dit behoudens die bepalinge van subklousule (3), so verleen moet word dat dit begin vier maande na voltooiing van die 12 maande diens waarop dit betrekking het of dat, as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer kan verleen met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

(ii) die tydperk van verlof nie mag saamval met siekteverlof wat ingevolge klousule 8 verleen is of, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem, met 'n tydperk van militêre opleiding wat die werknemer ingevolge die Verdedigingswet, 1957, moet ondergaan nie;

(iii) as Nuwejaarsdag, Goëe Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werkgever aan sy werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon moet betaal;

(iv) 'n werkgever al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens waarop die tydperk van jaarlikse verlof betrekking het, van sodanige verloftydperk kan aftrek.

(3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgever die verlof oor 'n tydperk van hoogstens 24 maande diens laat ooploop: Met dien verstande—

(i) dat sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en

(ii) dat die werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek bewaar minstens tot na die verstryking van die verlof.

(b) Die bepalinge van subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

(4) Die besoldiging ten opsigte van die jaarlikse verlof voorgeskryf in subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(5) Aan 'n werknemer wie se dienskontrak gedurende enige dienstermyn van 12 maande by dieselfde werkgever eindig voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van so 'n termyn opgehoop het, moet daar by sodanige diensbeëindiging, benewens ander besoldiging wat aan hom verskuldig mag wees, deur sy werkgever vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens een-sesde van die bedrag van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever ten opsigte van 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen het, 'n eweredige bedrag kan aftrek; en voorts met dien verstande dat 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 10 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgever betaal het in plaas daarvan om aldus kennis te gee; of

(ii) wat sy diens sonder 'n regsgeldige rede verlaat; of

(iii) wat sonder kennisgewing deur sy werkgever ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is,

op geen betaling uit hoofde van hierdie subklousule geregtig is nie.

(6) An employee who has become entitled to a period of leave prescribed in subclause (1) and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received had the leave been granted to him at the date of the termination.

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

(a) any period in respect of which an employer, in terms of clause 10, pays an employee in lieu of notice;

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

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 8;

(iii) on the instructions or request of his employer,

amounting in the aggregate, in any one year, to not more than 10 weeks; and

(c) any period during which an employee is absent undergoing military training 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,

and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this determination become entitled to leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who was in employment before the date of the commencement of this determination and to whom any law providing for annual leave applied but who had not become entitled to leave in terms thereof, on the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or the date of coming into force of this determination, whichever is the later.

8. SICK LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his weekly employee who is absent from work through incapacity not less than 24 days' sick leave in the aggregate during each cycle of 24 months of employment with him and shall pay such employee in respect of any period of absence in terms hereof not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 24 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;

(ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee, in the event of his incapacity in the circumstances set out in this clause, the payment of not less than in the aggregate the equivalent of his wage for 24 work days in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate may be reduced but to not less than the rate of accrual set out in the first proviso to this subclause;

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

(iv) that if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.

(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 for a period covering more than three consecutive days, 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

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf in subklousule (1), en wie se dienskontrak eindig voordat sodanige verlof verleen is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy sou ontvang het as die verlof op die datum van diensbeëindiging aan hom verleen was.

(7) By die toepassing van hierdie klousule word die uitdrukking "diens" geag ook te omvat—

(a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 10 betaal in plaas van kennis te gee;

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

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 8;

(iii) op las of versoek van sy werkgewer,

en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke en—

(c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidingstydperk as diens te eis nie, en word diens geag te begin—

(i) in die geval van 'n werknemer wat, voor die inwerking-treding van hierdie Vasstelling, kragtens enige wet op verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die datum van inwerkingtreding van hierdie Vasstelling in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;

(iii) in die geval van 'n ander werknemer, vanaf die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum van inwerkingtreding van hierdie Vasstelling, en wel op die jongste van die twee datums.

8. SIEKTEVERLOF

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy weeklikse werknemer wat weens ongeskiktheid van die werk afwesig is, siekteverlof verleen van minstens 24 dae altesaam gedurende elke siklus van 24 maande diens by hom, en moet hy sodanige werknemer ten opsigte van elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) gedurende die eerste 24 agtereenvolgende maande diens, 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens;

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, betaal aan 'n fonds of organisasie 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 24 werkdade in elke siklus van 24 maande diens aan hom betaal sal word, behalwe dat gedurende die eerste 24 maande wat die werknemer bydraes betaal, die gewaarborgde koers verlaag kan word maar nie tot minder nie as die aanwaskoers vermeld in die eerste voorbehoudsbepaling van hierdie subklousule;

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

(iv) indien daar by 'n ander wet van 'n werkgewer vereis word om 'n werknemer sy volle loon te betaal ten opsigte van 'n tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalings van hierdie klousule nie van toepassing is nie.

(2) 'n Werkgewer mag, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk vir 'n tydperk van langer as drie agtereenvolgende dae, 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 gemeld 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

certificate his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

(3) Where, during the first cycle of 24 months of employment with the same employer, an employee is absent through incapacity for a period in excess of any sick leave accrued at the time of incapacity, he shall be entitled to pay only in respect of such sick leave as has so accrued; but his 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 him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken.

(4) For the purpose of this clause the expression—

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

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

(aa) on leave in terms of clause 7;

(bb) on the instructions or at the request of his employer;

(cc) on sick leave in terms of subclause (1)

amounting in the aggregate, in any year, to not more than 10 weeks, and

(ii) any period during which an employee is absent undergoing military training 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,

and any period of employment which an employee has had with the same employer immediately before the coming into operation of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

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

9. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

10. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

(b) after the first four weeks of employment, not less than one week's,

notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than—

(i) in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination: Provided that this shall not affect—

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

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

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

'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom mag vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) Wanneer 'n werknemer gedurende die eerste siklus van 24 maande diens by dieselfde werkgever weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde siklus of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 7;

(bb) op las of versoek van sy werkgever;

(cc) met siekteverlof ingevolge subklousule (1), en wat in enige jaar altesaam hoogstens 10 weke beloop, en

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidingstydperk as diens te eis nie,

en word enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum van inwerkingtreding van hierdie Vasstelling geag diens ingevolge hierdie Vasstelling te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Vasstelling verleen te wees;

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

9. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgever moet alle uniforms, oorpakke of beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare toestand hou; en alle sodanige uniforms, oorpakke of beskermende klere bly die eiendom van die werkgever.

10. BEÏNDIGING VAN DIENSKONTRAK

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

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

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

vooraf kennis van die beëindiging van die kontrak gee, of 'n werkgever of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgever, na gelang van die geval, te betaal—

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

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

Met dien verstande dat—

(i) die reg van 'n werkgever of 'n werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;

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

(iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros; nie hierdeur geraak word nie.

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

(3) The notice prescribed in subclause (1) may be given on any work day: Provided—

(i) that 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 7 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;

(ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 8.

(4) 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.

11. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the ground of desertion, the employer shall upon termination of any contract of employment furnish his weekly employee with a certificate of service, substantially in the form prescribed in the Schedule to this Determination, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and termination of the contract and the employee's weekly wage at the date of such termination.

SCHEDULE

I/We (a) _____
carrying on the Stevedoring Trade at _____

hereby certify that
was employed by me/us (a) from the _____ day of _____, 19____ to the _____ day of _____, 19____ in the occupation of (b) _____
At the termination of employment his wage was _____ rand _____ cents per week.

(Signature of Employer or Authorised Representative)

Date _____

- (a) Delete where inapplicable.
(b) State occupation in which employee was wholly or mainly engaged, e.g., gangwayman, foreman stevedore.

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

(3) Die kennisgewingstermyn (1) voorgeskryf, mag op enige werkdag geskied: Met dien verstande dat—

(i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 7 of enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 8 kennis gegee mag word nie.

(4) Ondanks andersluidende bepalings in hierdie Vasstelling mag 'n werkgever, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die vereiste kennisgewingstermyn uit te dien, of sonder om sy werkgever te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee.

11. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word, moet die werkgever by beëindiging van enige dienskontrak sy weeklikse werknemer van 'n dienssertifikaat voorsien wat wesenlik die vorm het soos in die Bylae van hierdie Vasstelling voorgeskryf en wat die volle name van die werkgever en sy werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld.

BYLAE

Ek/Ons (a) _____
wat die Stuwadoorsbedryf beoefen te _____
verklaar hierby dat
in my/ons(a) diens was van die _____ tot die _____
dag van _____ 19____ tot die _____
dag van _____ 19____ in die beroep van (b) _____

By diensbeëindiging was sy loon _____ rand _____ sent per week.

(Handtekening van werkgever of gemagtigde verteenwoordiger)

Datum _____

- (a) Skrap wat nie van toepassing is nie.
(b) Meld die beroep waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. gangboordman, voormanstuwadoor.

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