



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

ANGLO-AMERICAN COLLEGE
S.A. LTD.

- 5 MAY 1980

RECEIVED IN LIBRARY

REGULATION GAZETTE No. 2990

PRICE + 1c GST 20c PRYS + 1c AVB

REGULASIEKOERANT No. 2990

Registered at the Post Office as a Newspaper

ABROAD 30c BUITELANDS

As 'n Nuisblad by die Poskantoor Geregistreer

POST FREE · POSVRY

Vol. 179]

PRETORIA, 2 MAY
MEI 1980

[No. 6973

GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
UTILISATION**

No. R. 892

2 May 1980

WAGE ACT, 1957

WAGE DETERMINATION 391.—FUNERAL UNDERTAKING, CERTAIN AREAS

By direction of the Minister of Manpower Utilisation 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 Funeral Undertaking, Certain Areas, 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 OF SCOPE OF THE DETERMINATION

This Determination shall apply to all employees, other than managers and trainee managers, and to the employers of such employees in the Funeral Undertaking in the following areas:

Cape Province.—The Magisterial Districts of Bellville, The Cape, East London, Goodwood, Kimberley, Kuils River, Paarl, Port Elizabeth, Simonstown, Somerset West, Stellenbosch, Strand, Uitenhage and Wynberg.

Natal.—The Magisterial Districts of Durban, Inanda, Pietermaritzburg and Pinetown.

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

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom, and the municipal area of Witbank.

2. DEFINITIONS

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, for the purpose of this Determination, an employee shall be deemed to be in that class in which he is wholly or mainly employed; and, unless inconsistent with the context—

(1) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (15)

GOEWERMENSKENNISGEWINGS

**DEPARTEMENT VAN MANNEKRAG-
BENUTTING**

No. R. 892

2 Mei 1980

LOONWET, 1957

**LOONVASSTELLING 391.—BEGRAFNISONDER-
NEMING, SEKERE GEBIEDE**

In opdrag van die Minister van Mannekragbenutting, 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 Begrafnisonderneming, Sekere Gebiede, gemaak en die tweede Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

Hierdie Vasstelling is van toepassing op alle werknemers, uitgesonderd bestuurders en leerlingbestuurders, en op die werkgewers van sodanige werknemers in die Begrafnisonderneming in die volgende gebiede:

Kaapprovinsie.—Die landdrostdistrikte Bellville, Goodwood, Die Kaap, Kimberley, Kuilsrivier, Oos-Londen, Paarl, Port Elizabeth, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage en Wynberg.

Natal.—Die landdrostdistrikte Durban, Inanda, Pietermaritzburg en Pinetown.

Oranje-Vrystaat.—Die landdrostdistrikte Bloemfontein, Kroonstad, Odendaalsrus, Sasolburg, Virginia en Welkom.

Transvaal.—Die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom en die munisipale gebied Witbank.

2. WOORDOMSKRYWING

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

(1) "arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Briewe, boodskappe of goedere te voet of deur middel van 'n trap-of handaangedrewe voertuig aflewer of insamel;

(2) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work; (12)

(3) "coffin trimmer" means an employee who is wholly engaged in one or more of the following activities:

- (a) Arranging the linings or trimmings in coffins;
- (b) attaching handles to coffins;
- (c) covering coffins with material; (10)

(4) "emergency work" means any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft, a breakdown of plant or machinery, or because the buildings are unfit for use or are in danger of becoming unfit for use, must be done without delay; (17)

(5) "establishment" means any premises or part thereof in or in connection with which one or more employees are employed in the Funeral Undertaking; (2)

(6) "experience" means in relation to—

- (a) a clerk, the total period or periods of employment which an employee has had as a clerk in any trade or in the service of the State;
- (b) any other class of employee, the total period or periods of employment which an employee has had in his class in the Funeral Undertaking; (18)

(7) "funeral assistant" means an employee who is engaged in any one or more of the following activities:

- (a) Conducting or arranging funerals, including the attendant clerical duties, or assisting in such activities or duties;
- (b) embalming corpses or assisting in such embalming;
- (c) removing or attending to the removal of corpses;
- (d) treating or preparing corpses for disposition thereof by burial, cremation or any other method;

and who may drive a motor vehicle or trim coffins; (3)

(8) "funeral assistant, Grade A," means a funeral assistant other than a funeral assistant, Grade B; (4)

(9) "funeral assistant, Grade B," means a funeral assistant whose activities as such are solely concerned with corpses of Non-Whites; (5)

(10) "Funeral Undertaking" means the Undertaking in which employers and employees are associated for the purpose of carrying out any one or more of the following activities:

- (a) Conducting funerals; or
- (b) treating or preparing corpses for disposal by burial, cremation or any other method;

and includes all operations incidental to or consequent on the operations specified in (a) or (b), but does not include the activities involved in the process whereby a corpse is cremated; (6)

(11) "labourer" means an employee who is engaged in any one or more of the following activities:

- (a) Assisting on delivery vehicles, other than driving or effecting repairs;
- (b) carrying, lifting, stacking, positioning or moving goods, artificial grass mats or equipment;
- (c) cleaning premises or vehicles, plant, machinery, tools, utensils or other articles;
- (d) delivering or collecting letters, messages or goods on foot or by means of a foot-propelled or hand-propelled vehicle;
- (e) digging or covering graves;
- (f) gardening;
- (g) loading or unloading;
- (h) making tea or similar beverages or serving tea or similar beverages to employees or his employer or his employer's guests;
- (i) opening or closing doors or windows or bags, boxes or other packages; (1)

(12) "law" includes the common law; (22)

(13) "local authority" means a divisional council, city council, municipal council, town council, village management board, local management board, local area board and any other similar institution or body contemplated in the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961), and includes an administration board constituted in terms of section 2 of the Black Affairs Administration Act, 1971 (Act 45 of 1971); (20)

(14) "manager" means an employee who is charged by his employer with the overall—

- (a) supervision of,
- (b) responsibility for, and
- (c) direction of,

the activities of an establishment and the employees engaged therein; (7)

(15) "messenger" means an employee who is engaged in delivering or collecting goods, letters, messages, books, documents or money by means of a two-wheeled motor scooter, an auticycle or a bicycle fitted with an auxiliary engine and who may do any writing connected with such collecting or delivering; (8)

(b) deure of vensters of sakke, dose of ander pakkies oop-of toemaak;

(c) goedere, kunsmatige grasmatte of uitrusting dra, optel, opstapel, in posisie plaas of verskuif;

(d) grafte grawe of toegooi;

(e) laai of aflaai;

(f) op afleeringsvoertuie help, uitgesonderd bestuur of herstelwerk verrig;

(g) persele of voertuie, installasie, masjinerie, gereedskap, gerei of ander artikels skoonmaak;

(h) tee of dergelike drank maak of tee of dergelike drank aan werknemers of sy werkgever of sy werkgever se gaste bedien;

(i) tuinwerk;

(2) "bedryfsinrigting" 'n perseel of gedeelte daarvan waarop of in verband waarmee een of meer werknemers in die Begrafnisonderneming in diens is;

(3) "begrafnisassistent" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Begrafnisse hou of reël, met inbegrip van die gepaardgaande klerklike pligte, of met sodanige werksaamhede of pligte help;

(b) lyke balsem of help met die balsem van lyke;

(c) lyke behandel of gereedmaak vir beskikking daarvoor deur begrawing, verassing of op enige ander wyse;

(d) lyke verwyder of toesien dat lyke verwyder word;

en wat 'n motorvoertuig kan dryf of doodkiste beklee;

(4) "begrafnisassistent graad A" 'n begrafnisassistent, uitgesonderd 'n begrafnisassistent graad B;

(5) "begrafnisassistent graad B" 'n begrafnisassistent wie se werksaamhede as sodanig uitsluitlik te doen het met die lyke van Nie-Blankes;

(6) "Begrafnisonderneming" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die uitoefening van een of meer van die ondergenoemde werksaamhede:

(a) Die behandeling of gereedmaak van lyke vir beskikking daarvoor deur begrawing, verassing of op enige ander wyse; of

(b) begrafnis hou;

en omvat verder alle werksaamhede wat in verband staan met of voortspuit uit die werksaamhede genoem in paragrawe (a) of (b), maar omvat nie die werksaamhede in verband met die proses waarvolgens 'n lyk veras word nie;

(7) "bestuurder" 'n werknemer wat deur sy werkgever belas is met die algehele—

(a) toesig oor;

(b) verantwoordelikheid vir; en

(c) leiding van;

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk;

(8) "bode" 'n werknemer wat goedere, briewe, boodskappe, boeke, stukke of geld aflewer of insamel deur middel van 'n tweewiel-bromponie, kragfiets of fiets met 'n hulpmasjien toegerus en wat enige skryfwerk in verband met sodanige insameling of aflewering kan doen;

(9) "deeltydse werknemer" 'n werknemer wat by die week of maand in diens is vir hoogstens vyf gewone werkure op 'n dag;

(10) "doodkisebekleër" 'n werknemer wat uitsluitlik een of meer van die volgende werksaamhede verrig:

(a) Die voering of bekleedsel in doodkiste aanbring;

(b) doodkiste met materiaal oortrek;

(c) handvatsels aan doodkiste vassit;

(11) "gekwalifiseerd", met betrekking tot 'n werknemer, dat die onderverinding van 'n werknemer van sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is;

(12) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier en 'n telefoonskalkbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk;

(13) "leerlingbestuurder" 'n werknemer wat as bestuurder opgelei word;

(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 werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

(15) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is;

(16) "motorvoertuig" enige kragaangedrewe voertuig, uitgesonderd een wat deur 'n bode gebruik word, waarmee passasiers, goedere of lyke vervoer word;

(17) "noodwerk" enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal, of 'n onklaarmaking van installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word sonder versuim gedoen moet word;

(16) "motor vehicle" means any power-driven vehicle, other than one used by a messenger, used for conveying passengers, goods or corpses; (16)

(17) "overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 5 (1) or (2); Provided that—

(a) any period during which an employee, whose ordinary hours of work are prescribed in clause 5 (1), works for his employer on a Sunday,

(b) any time devoted by a funeral assistant to work for which he is entitled to any allowance prescribed in clause 3 (6) or (7),

shall not be overtime; (19)

(18) "part-time employee" means an employee who works for not more than five ordinary working hours a day on a weekly or monthly basis; (9)

(19) "qualified", in relation to an employee, means that the experience of an employee of his class entitled him to the highest wage rate prescribed for that class; (11)

(20) "trainee manager" means an employee who is being trained as a manager; (13)

(21) "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)

(22) "watchman" means an employee who is engaged in guarding premises or property; (21)

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 below:

(a) *Employees other than casual and part-time employees:*

(18) "ondervinding", met betrekking tot—

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

(b) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in die bedryf van Begrafnisonderneming werksaam was;

(19) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgever werk en wat langer is as die onderskeie gewone werkure by klousule 5 (1) of (2) vir sodanige werknemer voorgeskryf: Met dien verstande dat—

(a) enige tydperk waarin 'n werknemer wie se gewone werkure by klousule 5 (1) voorgeskryf word, op 'n Sondag vir sy werkgever werk;

(b) enige tyd wat 'n begrafnisassistent wy aan werk waarvoor hy geregtig is op enige toelaag in klousule 3 (6) of (7) voorgeskryf, nie oortyd is nie;

(20) "plaaslike owerheid" 'n afdelingsraad, stadsraad, munisipale raad, dorpsraad, dorpsbestuur, plaaslike bestuursraad, plaaslike gebiedsraad en enige ander soortgelyke instelling of liggaam wat in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika (Wet 32 van 1961) beoog word en sluit ook 'n Administrasieraad ingestel kragtens artikel 2 van die Wet op die Administrasie van Swart Sake (Wet 45 van 1971) in;

(21) "wag" 'n werknemer wat 'n perseel of eiendom bewaak;

(22) "wet" ook die gemene reg.

3. BESOLDIGING

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

(a) *Werknemers, uitgesonderd los en deeltydse werknemers:*

	In the Magisterial Districts of Bellville, Goodwood, The Cape, Simonstown and Wynberg	In the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom		In the Magisterial Districts of Bloemfontein, East London, Inanda, Kimberley, Klerksdorp, Pietermaritzburg, Sasolburg and Welkom	In the Magisterial Districts of Paarl, Somerset West, Stellenbosch and Strand, and the municipal area of Witbank	In the Magisterial Districts of Kroonstad, Odendaarsrus, Potchefstroom and Virginia
	Per week	(i) Per week	(ii) Per week	Per week	Per week	Per week
	R	R	R	R	R	R
Labourer, male, 18 years of age or over	29,00	27,00	29,00	23,00	21,50	20,00
Labourer, male, under 18 years of age	21,75	20,25	21,75	17,25	16,20	15,00
Labourer, female.....	23,20	21,60	23,20	18,40	17,20	16,00
Funeral assistant, Grade A—						
during the first six months' experience.....	50,77	48,69	50,77	48,46	47,31	46,15
during the second six months' experience	60,00	57,69	60,00	57,23	55,62	54,23
thereafter	69,23	66,69	69,23	66,00	63,92	62,31
Funeral assistant, Grade B—						
during the first six months' experience.....	34,62	33,23	34,62	32,54	31,62	30,46
during the second six months' experience	39,46	37,85	39,46	37,15	36,00	34,62
thereafter	44,31	42,46	44,31	41,77	40,38	38,77
Messenger.....	32,00	29,70	32,00	25,30	23,65	22,00
Coffin trimmer—						
during the first six months' experience.....	33,50	31,00	33,50	26,50	24,60	23,00
during the second six months' experience	35,00	32,50	35,00	27,75	25,80	24,00
thereafter	36,50	34,00	36,50	29,00	27,00	25,00
Clerk, male—						
during the first year of experience	34,62	32,77	34,62	32,54	31,62	30,46
during the second year of experience.....	39,92	38,08	39,92	37,62	36,46	35,31
during the third year of experience	45,23	43,38	45,23	42,69	41,31	40,15
during the fourth year of experience.....	50,54	48,69	50,54	47,77	46,15	45,00
during the fifth year of experience	55,85	54,00	55,85	52,85	51,00	49,85
thereafter	61,15	59,31	61,15	57,92	55,85	54,69
female—						
during the first year of experience	32,31	30,46	32,31	30,23	29,08	27,92
during the second year of experience.....	35,31	33,46	35,31	33,00	31,62	30,46
during the third year of experience	38,31	36,46	38,31	35,77	34,15	33,00
during the fourth year of experience.....	41,31	39,46	41,31	38,54	36,69	35,54
thereafter	44,31	42,46	44,31	41,31	39,23	38,08
Watchman.....	32,00	29,70	32,00	25,30	23,65	22,00
Employee not expressly specified elsewhere in this subclause	32,00	29,70	32,00	25,30	23,65	22,00

(i) During the first 12 months after this Determination has become binding.

(ii) Thereafter.

	In die landdrosdistrikte Bellville, Goodwood, Die Kaap, Simonstad en Wynberg	In die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Durban, Germiston, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom	In die landdrosdistrikte Bloemfontein, Inanda, Kimberley, Klerksdorp, Oos-Londen, Pietermaritzburg, Sasolburg en Welkom	In die landdrosdistrikte Paarl, Somerset-Wes, Stellenbosch en Strand, en die munisipale gebied Witbank	In die landdrosdistrikte Kroonstad, Odendaarsrus, Potchefstroom en Virginia
	Per week	(i) Per week	(ii) Per week	Per week	Per week
	R	R	R	R	R
Arbeider, man, 18 jaar en ouer.....	29,00	27,00	29,00	23,00	21,50
Arbeider, man, onder 18 jaar.....	21,75	20,25	21,75	17,25	16,20
Arbeider, vrou.....	23,20	21,60	23,20	18,40	17,20
Begrafnisassistent graad A—					
gedurende die eerste ses maande ondervinding.....	50,77	48,69	50,77	48,46	47,31
gedurende die tweede ses maande ondervinding daarna.....	60,00	57,69	60,00	57,23	55,62
Begrafnisassistent graad B—					
gedurende die eerste ses maande ondervinding.....	34,62	33,23	34,62	32,54	31,62
gedurende die tweede ses maande ondervinding daarna.....	39,46	37,85	39,46	37,15	36,00
Bode.....	44,31	42,46	44,31	41,77	40,38
Doodkisskeleër—	32,00	29,70	32,00	25,30	23,65
gedurende die eerste ses maande ondervinding.....	33,50	31,00	33,50	26,50	24,60
gedurende die tweede ses maande ondervinding daarna.....	35,00	32,50	35,00	27,75	25,80
Klerk, man—	36,50	34,00	36,50	29,00	27,00
gedurende die eerste jaar ondervinding.....	34,62	32,77	34,62	32,54	31,62
gedurende die tweede jaar ondervinding.....	39,92	38,08	39,92	37,62	36,46
gedurende die derde jaar ondervinding.....	45,23	43,38	45,23	42,69	41,31
gedurende die vierde jaar ondervinding.....	50,54	48,69	50,54	47,77	46,15
gedurende die vyfde jaar ondervinding.....	55,85	54,00	55,85	52,85	51,00
daarna.....	61,15	59,31	61,15	57,92	55,85
vrou—					
gedurende die eerste jaar ondervinding.....	32,31	30,46	32,31	30,23	29,08
gedurende die tweede jaar ondervinding.....	35,31	33,46	35,31	33,00	31,62
gedurende die derde jaar ondervinding.....	38,31	36,46	38,31	35,77	34,15
gedurende die vierde jaar ondervinding.....	41,31	39,46	41,31	38,54	36,69
daarna.....	44,31	42,46	44,31	41,31	39,23
Wag.....	32,00	29,70	32,00	25,30	23,65
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie.....	32,00	29,70	32,00	25,30	23,65

(i) Gedurende die eerste 12 maande nadat hierdie Vastelling bindend word.

(ii) Daarna.

(b) *Part-time employee.*—A part-time employee shall be paid not less than 70 per cent of the wage prescribed in paragraph (a) for an employee of the same sex who performs the same class of work as the part-time employee is required to do.

(c) *Casual employee.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that—

(i) where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class;

(ii) where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent.

(2) *Basis of contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with subclause (3), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 5 of less.

(3) *Differential wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a wage higher than that of his own class; or

(b) *Deeltydse werknemer.*—'n Deeltydse werknemer moet minstens 70 persent van die loon betaal word wat in paragraaf (a) vir 'n werknemer van dieselfde geslag voorgeskryf word wat dieselfde klas werk verrig as wat van die deeltydse werknemer vereis word.

(c) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat—

(i) waar die werkgever van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" beteken die weekloon wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

(ii) waar die werkgever van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent verminder kan word.

(2) *Kontrakgrondslag.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

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

(a) 'n hoër loon as dié van sy eie klas, of

(b) a rising scale of wages terminating in a wage higher than that of his own class;
is prescribed in subclause (1), shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate; and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work;

Provided that—

(i) this subclause shall not apply where the difference between classes in terms of subclause (1) is based on age, experience or sex;

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

(4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by 46.

(b) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by—

(i) five, in the case of an employee who normally works a five-day week;

(ii) six, in the case of every other employee.

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

(5) *Subsistence expenses.*—In addition to any other remuneration due to an employee who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall reimburse him all reasonable subsistence expenses incurred by him.

(6) *Special allowances.*—(a) An employer who requires or permits an employee to conduct a funeral or to remove a corpse wholly or mainly outside his daily hours of work, shall, in addition to any other remuneration due to such employee, pay him not less than the allowances set out below for each such funeral conducted or removal effected, as the case may be: Provided that when more than one corpse at a time is to be conveyed, the allowance in respect of the removal of corpses shall be payable once only, in respect of the point of removal or delivery furthest from the employer's establishment—

(i) where the forward journey to conduct such funeral or effect such removal does not exceed 25 km, reckoned from the employer's establishment at which the employee is employed—

funeral: R4,50;

removal: R4;

(ii) where the forward journey to conduct such funeral or effect such removal exceeds 25 kilometres but does not exceed 100 kilometres, reckoned from the employer's establishment at which the employee is employed—

funeral: R5,50;

removal: R5;

(iii) where the forward journey to conduct such funeral or effect such removal exceeds 100 kilometres, reckoned from the employer's establishment at which the employee is employed—

funeral: R6,50;

removal: R6;

Provided that the respective allowances shall be increased by not less than R1,25 for each 50 kilometres or part of 50 kilometres by which the distance on the forward journey exceeds 150 kilometres.

(b) An employer who requires or permits an employee to accompany and assist an employee referred to in paragraph (a) to conduct a funeral or to effect a removal, shall pay the first-mentioned employee the respective allowance prescribed in (a) irrespective of the nature or extent of the assistance rendered.

(7) *Embalming allowance.*—An employer shall pay—

(a) his funeral assistant who, wholly or mainly outside in daily hours of work, embalms a corpse, an allowance of not less than R6,50 for each such embalmment;

(b) his employee who, wholly or mainly outside his daily hours of work, assists at such embalming, an allowance of not less than R4 for each such embalmment;

which allowance shall be in addition to any other remuneration due to such employee.

(8) Subclauses (6) and (7) shall not apply to an employee referred to in clause 5 (9) (a).

(9) For the purpose of subclauses (6) and (7) the expression "daily hours of work" means—

(a) the period between the time when an employee ordinarily commences his daily hours of work and the time when he ordinarily completes his daily hours of work; or

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas;

by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer betaal—

(i) in die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër tarief; en

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op dié kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het;

Met dien verstande dat—

(i) hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus;

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

(4) *Loonberekening.*—(a) die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur 46.

(b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—

(i) vyf, in die geval van 'n werknemer wat normaalweg vyf dae per week werk;

(ii) ses, in die geval van enige ander werknemer.

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

(5) *Onderhoudskoste.*—Benewens die betaling van enige ander besoldiging verskuldig aan 'n werknemer wat op enige reis wat hy in die uitvoering van sy pligte onderneem, vir 'n langer tydperk as ses agtereenvolgende ure van sy woonplek en sy werkgever se bedryfsinrigting afwesig is, moet sy werkgever hom alle redelike onderhoudskoste vergoed wat hy aangegaan het.

(6) *Spesiale toelaes.*—(a) 'n Werkgever wat van 'n werknemer vereis of hom toelaat om 'n begrafnis te hou of 'n lyk te verwyder geheel of hoofsaaklik buite sy daaglikse werkure, moet sodanige werknemer bo en behalwe enige ander besoldiging aan die werknemer verskuldig, minstens die toelaes betaal wat hieronder vir elke sodanige begrafnis gehou of verwydering uitgevoer, na gelang van die geval, uiteengesit is: Met dien verstande dat wanneer meer as een lyk op 'n keer vervoer word, die toelaes wat betrekking het op die verwydering van lyke, slegs eenmalig betaalbaar is en wel ten opsigte van die verwyderings- of afleweringspunt wat die verste van die werkgever se bedryfsinrigting geleë is:

(i) Waar die heenreis om sodanige begrafnis te hou of sodanige verwydering waar te neem hoogstens 25 kilometer is, bereken vanaf die werkgever se bedryfsinrigting waar die werknemer in diens is—

begrafnis: R4,50;

verwydering: R4;

(ii) waar die heenreis om sodanige begrafnis te hou of sodanige verwydering waar te neem meer as 25 kilometer maar hoogstens 100 kilometer is, bereken vanaf die werkgever se bedryfsinrigting waar die werknemer in diens is—

begrafnis: R5,50;

verwydering: R5;

(iii) waar die heenreis om sodanige begrafnis te hou of sodanige verwydering waar te neem meer as 100 kilometer is, bereken vanaf die werkgever se bedryfsinrigting waar die werknemer in diens is—

begrafnis: R6,50;

verwydering: R6;

Met dien verstande dat die onderskeie toelaes verhoog moet word met minstens R1,25 vir elke 50 kilometer of gedeelte van 50 kilometer waarmee die afstand op die heenreis 150 kilometer te bowe gaan.

(b) 'n Werkgever wat van 'n werknemer vereis of hom toelaat om 'n werknemer in paragraaf (a) bedoel, te vergesel en te help om 'n begrafnis te hou of 'n verwydering waar te neem, moet eersgenoemde werknemer die onderskeie toelaes betaal wat in (a) voorgeskryf word, ongeag die aard of omvang van die hulp wat verleen is.

(7) *Balsemingstoelaes.*—'n Werkgever moet—

(a) sy begrafnisassistent wat geheel of hoofsaaklik buite sy daaglikse werkure 'n lyk balsem, 'n toelaes van minstens R6,50 vir elke sodanige balseming betaal;

(b) sy werknemer wat geheel of hoofsaaklik buite sy daaglikse werkure by sodanige balseming behulpsaam is, 'n toelaes van minstens R4 ten opsigte van elke sodanige balseming betaal;

en hierdie toelaes is bo en behalwe enige ander besoldiging wat aan sodanige werknemer verskuldig is.

(8) Subklousules (6) en (7) is nie op 'n werknemer in klousule 5 (9) (a) bedoel, van toepassing nie.

(9) By die toepassing van subklousules (6) en (7) beteken die uitdrukking "daaglikse werkure"—

(a) die tydperk tussen die tydstop waarop 'n werknemer gewoonlik sy daaglikse werkure begin en die tydstop waarop hy gewoonlik sy daaglikse werkure voltooi; of

(b) any period not exceeding nine and a half consecutive hours a day, the time of commencement and the time of completion of which period are agreed to in writing between an employer and his employee as constituting the employee's daily hours of work:

Provided that, in the case of an employee who is not ordinarily required to conform to such times and in the absence of a written agreement in terms of paragraph (b) hereof, it shall be deemed to be from 08h00 to 17h30.

"removal of a corpse".—Means the conveyance of a corpse by motor vehicle, but does not include the moving of a corpse from one place to another within an employer's establishment nor the removal from the employer's establishment to a place from where the funeral is to commence, if the employee who removes or assists in doing so also conducts or assists at the funeral, and "remove a corpse" has a corresponding meaning.

4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees*.—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work or within 15 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 and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

- the employer's name;
- the employee's name or his number on the pay-roll and his class;
- the number of ordinary hours of work worked by the employee;
- the number of overtime hours worked by the employee;
- the number of hours worked by the employee on a Sunday or a public holiday referred to in clause 8 (2);
- the employee's wage;
- the details of any other remuneration arising out of the employee's employment;
- the details of any deductions made;
- the actual amount paid to the employee; and
- the period in respect of which payment is made;

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

(i) where payment cannot be made to an employee within the said time by reason of his absence on duty from his employer's establishment, payment shall be effected not later than six hours after his resumption of duty upon his return;

(ii) at the written request of an employee the amount due to him may be paid into his building society or bank account by his employer, who shall hand to him the relevant receipt together with the aforementioned statement;

(iii) the aforementioned information relating to time worked need not be furnished to an employee who is excluded from the hours of work provisions in terms of clause 5 (9) (a) or (b).

(2) *Casual employee*.—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment.

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

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

(5) *Board and lodging*.—Save as provided in the Blacks (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him: Provided that an employer may require his funeral assistant, Grade A, to lodge with him.

(6) *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, medical, insurance, savings, provident or pension funds, or subscriptions to trade unions;

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

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

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

(i) a payment on a loan granted to such employee to acquire a dwelling, or

(b) enige tydperk van hoogstens nege en 'n half agtereenvolgende ure per dag waarvan die aanvangstyd en die ophoutyd volgens skriftelike ooreenkoms tussen die werkgever en sy werknemer, die werknemer se daaglikse werkure uitmaak:

Met dien verstande dat in die geval van 'n werknemer van wie daar nie gewoonlik vereis word om sulke tye na te kom nie en by gebrek aan 'n skriftelike ooreenkoms ingevolge paragraaf (b) hiervan, daar geag word dat die tydperk vanaf 08h00 tot 17h30 duur;

"Verwydering van 'n lyk".—Die vervoer van 'n lyk deur middel van 'n motorvoertuig, maar omvat dit nie die vervoer van 'n lyk van een plek na 'n ander binne 'n werkgever se bedryfsinrigting of die verwydering vanaf die werkgever se bedryfsinrigting na 'n plek vanwaar die begrafnis 'n aanvang moet neem nie, indien die werknemer wat verwyder of help om te verwyder ook die begrafnis hou of by die begrafnis behulpsaam is, en het die uitdrukking "'n lyk verwyder" 'n ooreenstemmende betekenis.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers*.—Behoudens klousule 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer of by diensbeëindiging as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde koefert of houer wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

- die werkgever se naam;
- die werknemer se naam of sy nommer op die betaalstaat en sy klas;
- die getal gewone werkure wat die werknemer gewerk het;
- die getal ure wat die werknemer oortyd gewerk het;
- die getal ure wat die werknemer op 'n Sondag of 'n openbare vakansiedag in klousule 8 (2) bedoel, gewerk het;
- die werknemer se loon;
- besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- besonderhede van enige bedrag wat afgetrek is;
- die werklike bedrag wat aan die werknemer betaal word; en
- die tydperk waarvoor die betaling geskied;

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

(i) waar betaling nie aan 'n werknemer binne genoemde tyd gemaak kan word nie vanweë die feit dat hy in diens van sy werkgever se bedryfsinrigting afwesig is, betaling moet geskied nie later nie as ses uur nadat hy by sy terugkeer diens hervat;

(ii) op die skriftelike versoek van die werknemer, die bedrag aan hom verskuldig gestort kan word op sy bouvereniging- of bankrekening deur die werkgever wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;

(iii) voornoemde inligting betreffende tyd gewerk nie verstrekkend hoeft te word aan 'n werknemer wat ingevolge klousule 5 (9) (a) of (b) van die werkebepalings uitgesluit is nie.

(2) *Los werknemer*.—'n Werkgever moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal.

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

(5) *Kos en inwoning*.—Behoudens die Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om kos of inwoning van kos en inwoning van hom of van enigiemand anders of op 'n plek deur hom aangewys, aan te neem nie: Met dien verstande dat 'n werkgever van sy begrafnisassistent graad A kan vereis om by hom in te woon.

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystand-, mediese-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledegeld 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 tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

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

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

(i) 'n paaiement op 'n lening wat aan sodanige werknemer toegestaan is vir die verkryging van 'n huis; of

(ii) the rent of a dwelling or accommodation in a hostel occupied by such employee if the dwelling or hostel is provided through the instrumentality of such organisation, wholly or partly from funds advanced for that purpose by the Department of Community Development, a building society or a local authority;

(e) whenever an employee agrees, or is required in terms of the Blacks (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging from his employer, or whenever a funeral assistant, Grade A, is required to accept accommodation from his employer, a deduction not exceeding—

(i) in the case of a funeral assistant, Grade A—

	Lodging	
	Per week	Per month
	R	R
Single room	4,39	19,00
Single flat (one bedroom)	8,77	38,00
Double flat or house (more than one bedroom)	13,15	57,00

(ii) in the case of any other employee—

	Per week	Per month
	R	R
Board	2,00	8,67
Lodging	1,00	4,33
Board and lodging	3,00	13,00

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

(1) *Ordinary hours of work.*—An employer shall not require or permit an employee, other than a casual employee or a part-time employee, to work more ordinary hours of work than—

(a) 46 in any week from Monday to Saturday, inclusive;

(b) save as provided in subparagraph (a), in the case of an employee who works—

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

(ii) a five-day week, nine and one quarter on any day.

(2) An employer shall not require or permit a casual employee or a part-time employee to work more ordinary hours of work than—

(a) eight and one-half on any day in the case of a casual employee; and

(b) 30 in any week from Monday to Saturday, inclusive, in the case of a part-time employee.

(3) *Meal intervals.*—An employer shall—

(a) not require or permit an employee, other than a funeral assistant, to work for more than five hours continuously without a meal interval;

(b) grant his funeral assistant a meal interval of not less than one hour as nearly as is practicable in the middle of his ordinary hours of work each day, 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—

(i) an employer may agree with his employee to reduce the period of such interval to not less than half an hour, and in that event, and after the employer has informed the Divisional Inspector, Department of Manpower Utilisation, for his area in writing of such agreement, the interval may be so reduced;

(ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) or (v) applies, shall be deemed to be continuous;

(iii) if such interval is larger than one hour, except when proviso (vi) applies, any period in excess of one and one quarter hours shall be deemed to be time worked;

(iv) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;

(v) when an employer is required to grant a second meal interval to an employee on account of overtime worked, such interval may be reduced to not less than 15 minutes;

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

(4) *Rest intervals.*—An employer shall grant to each of his employees, other than funeral assistants, a rest interval of not less than 10 minutes as nearly as practicable in the middle of each 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.

(5) *Hours of work to be consecutive.*—Save as provided in subclause (3), all hours of work of an employee on any day shall be consecutive.

(6) *Female employees.*—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work—

(a) between 18h00 and 06h00;

(b) after 13h00 on more than five days a week;

(ii) die huur van 'n huis of huisvesting in 'n tehuis wat sodanige werknemer bewoon indien die huis of tehuis voorsien is deur bemiddeling van sodanige organisasie uitsluitlik of gedeeltelik uit fondse wat vir daardie doel voorgesket is deur die Departement van Gemeenskapsbou, 'n bougenootskap of plaaslike owerheid;

(e) wanneer 'n werknemer daartoe instem of daar ingevolge die Swartes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkgever aan te neem, of wanneer daar van 'n begrafnisassistent graad A vereis word om huisvesting van sy werkgever aan te neem, 'n bedrag van hoogstens—

(i) In die geval van 'n begrafnisassistent graad A—

	Inwoning	
	Per week	Per maand
	R	R
Enkelkamer	4,39	19,00
Enkelwoonstel (een slaapkamer)	8,77	38,00
Dubbele woonstel of huis (meer as een slaapkamer)	13,15	57,00

(ii) in die geval van enige ander werknemer—

	Per week	Per maand
	R	R
Kos	2,00	8,67
Inwoning	1,00	4,33
Kos en inwoning	3,00	13,00

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

(1) *Gewone werkure.*—'n Werkgever mag nie van 'n werknemer, uitgesonderd 'n los werknemer of deeltydse werknemer, vereis of hom toelaat om meer gewone werkure te werk nie as—

(a) 46 in 'n week van Maandag tot en met Saterdag;

(b) behoudens subparagraaf (a), in die geval van 'n werknemer wat—

(i) ses dae per week werk, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigiene van die ander dae tot agt en 'n half verleng kan word;

(ii) vyf dae per week werk, nege en 'n kwart op 'n dag.

(2) 'n Werkgever mag nie van 'n los werknemer of deeltydse werknemer vereis of hom toelaat om meer gewone ure te werk nie as—

(a) agt en 'n half op 'n dag in die geval van 'n los werknemer; en

(b) 30 in enige week van Maandag tot en met Saterdag in die geval van 'n deeltydse werknemer.

(3) *Etenspouse.*—'n Werkgever mag—

(a) nie van 'n werknemer, uitgesonderd 'n begrafnisassistent, vereis of hom toelaat om meer as vyf uur aaneen te werk nie sonder 'n etenspouse;

(b) sy begrafnisassistent so na as doenlik aan die middel van sy gewone werkure elke dag 'n etenspouse toestaan, van minstens een uur, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—

(i) 'n werkgever met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgever die Afdelingsinspekteur, Departement van Mannekragbenutting, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

(ii) werktydperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoedsbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;

(iii) as sodanige pouse langer as een uur is, behalwe waar voorbehoedsbepaling (vi) van toepassing is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;

(iv) alleenlik een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;

(v) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgever vereis word om 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word;

(vi) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik persele skoonmaak, waar sodanige pouse langer as drie uur is, enige tyd wat daardie pouse te bowe gaan, geag word deel van die gewone werkure uit te maak.

(4) *Ruspouse.*—'n Werkgever moet, so na as doenlik aan die middel van elke eerste en tweede werktydperk van die dag, aan elkeen van sy werknemers, uitgesonderd begrafnisassistent, 'n ruspouse van minstens 10 minute toestaan waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en daar word geag dat so 'n pouse deel van die gewone werkure van so 'n werknemer uitmaak.

(5) *Werkure moet agtereenvolgend wees.*—Behoudens subklousule (3), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

(6) *Vroulike werknemers.*—Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgever nie van 'n vroulike werknemer vereis of haar toelaat om—

(a) tussen 18h00 en 06h00 te werk nie;

(b) op meer as vyf dae in 'n week na 13h00 te werk nie;

(c) overtime for more than two hours on any day except that an employee who works a five-day week may work up to four hours overtime on a Saturday; but so that 10 hours of overtime are not exceeded in any week;

(d) overtime on more than three consecutive days in any week;

(e) overtime on more than 60 days in any year;

(f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

(i) before midday given notice thereof to such employee; or

(ii) provided such employee with a meal costing not less than 60c and allowed her sufficient time to have it before she has to commence overtime; or

(iii) paid such employee not less than 60c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(7) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime for more than—

(a) in the case of a casual employee, two hours on any day;

(b) in the case of any other employee, 10 hours in any week.

(8) *Payment for overtime.*—An employer shall pay an employee who works overtime at a rate of not less than—

(a) in the case of a casual employee, one and one third times his ordinary wage in respect of the total period so worked by such employee on any day;

(b) in the case of any other employee, one and one third times his ordinary wage in respect of the total period so worked by such employee in any week.

(9) *Provisos.*—(a) Subclauses (1) to (8), inclusive, shall not apply to an employee who is in receipt of a regular wage of—

(i) not less than R600 per month in the Magisterial Districts of Alberton, Benoni, Bellville, Boksburg, Brakpan, The Cape, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Paarl, Pietermaritzburg, Pinetown, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Simons-town, Springs, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg and the municipal areas of Bloemfontein, East London, Kimberley, Kuils River, Port Elizabeth, Sasolburg, Uitenhage and Welkom;

(ii) not less than R550 per month in the Magisterial Districts of Kuils River (excluding the municipal area of Kuils River), Somerset West, Stellenbosch, Strand and the municipal areas of Kroonstad, Odendaalsrus, Virginia and Witbank; and

(iii) not less than R500 per month in the other areas where this Determination applies.

(b) Subclauses (1) to (8), inclusive, shall not apply to a watchman whose employer grants him a free period of not less than 24 consecutive hours in respect of every week of employment: Provided that—

(i) he makes no deduction from his watchman's wage in respect thereof;

(ii) an employer may, in lieu of granting his watchman any such free period, pay such watchman the wage which he would have received if he had not worked during such period, plus an amount of not less than double his daily wage in respect of such period not granted.

(c) The provisions of subclauses (3), (4), (5) and (7) shall not apply to an employee while he is engaged on emergency work.

6. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him, leave as follows and the employee shall take such leave:

(a) In the case of a watchman, 21 consecutive days;

(b) in the case of every other employee, 14 consecutive days; and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced;

(ii) in the case of an employee referred to in paragraph (b), an amount of 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 prescribed in subclause (1) shall be granted 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 (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 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;

(c) meer as twee uur oortyd op 'n dag te werk nie,

behalwe dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk, maar dan só dat die oortydwerk hoogstens 10 uur in enige week is;

(d) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;

(e) op meer as 60 dae in 'n jaar te werk nie;

(f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd te werk nie, tensy hy—

(i) sodanige werknemer voor die middag kennis daarvan gegee het; of

(ii) sodanige werknemer van 'n ete van minstens 60c voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of

(iii) sodanige werknemer minstens 60c betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

(7) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—

(a) in die geval van 'n los werknemer, twee uur op 'n dag;

(b) in die geval van enige ander werknemer, 10 uur in 'n week.

(8) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen minstens—

(a) in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op enige dag gewerk;

(b) in die geval van 'n ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in enige week gewerk.

(9) *Voorbehoudsbepalings.*—(a) Subklousules (1) tot en met (8) is nie van toepassing nie op 'n werknemer wat gereeld in ontvangs is van 'n loon van—

(i) minstens R600 per maand in die landdrosdistrikte Alberton, Benoni, Bellville, Boksburg, Brakpan, Durban, Germiston, Goodwood, Inanda, Johannesburg, Die Kaap, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Paarl, Pietermaritzburg, Pinetown, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg en die munisipale gebied van Bloemfontein, Kimberley, Kuilsrivier, Oos-Londen, Port Elizabeth, Sasolburg, Uitenhage en Welkom;

(ii) minstens R550 per maand in die landdrosdistrikte Kuilsrivier (uitgesonderd die munisipale gebied van Kuilsrivier), Somerset-Wes, Stellenbosch, Strand en die munisipale gebied van Kroonstad, Odendaalsrus, Virginia en Witbank; en

(iii) minstens R500 per maand in die ander gebiede waar die Vasstelling van toepassing is.

(b) Subklousules (1) tot en met (8) is nie van toepassing nie op 'n wag wie se werkgewer hom 'n vry periode van minstens 24 agtereenvolgende ure ten opsigte van elke week diens toe staan: Met dien verstande dat—

(i) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;

(ii) 'n werkgewer, in plaas daarvan dat hy sodanige wag dié loon mag betaal wat hy sou ontvang het indien hy nie gedurende sodanige periode gewerk het nie, plus 'n bedrag van minstens dubbel sy dagloon ten opsigte van sodanige vry periode wat nie toegestaan is nie.

(c) Subklousules (3), (4), (5) en (7) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom verlof soos volg verleen en moet die werknemer sodanige verlof neem:

(a) In die geval van 'n wag, 21 agtereenvolgende dae;

(b) in die geval van enige ander werknemer, 14 agtereenvolgende dae; en moet hy sodanige werknemer ten opsigte van sodanige verlof betaal—

(i) in die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag van minstens drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het;

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens twee maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het.

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

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

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

(i) sick leave granted in terms of clause 7 or absence from work owing to incapacity in the circumstances described in clause 7 (5) (a) or (b) and amounting in aggregate in any year to not more than 10 weeks;

(ii) any period during which the employee—

(aa) is serving notice of termination of service in terms of clause 11;

(ab) is undergoing military training or is performing military service in terms of the Defence Act, 1957, unless the employee so requests and the employer agrees thereto in writing;

(c) 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 holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

(d) 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 leave relates.

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

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

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

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

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

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than—

(a) in the case of an employee referred to in subclause (1) (a), one-fourth; and,

(b) in the case of an employee referred to in subclause (1) (b), one-sixth;

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 days of occasional leave granted to the employee with full pay at his written request: Provided further that, save as provided in clause 11 (4), an employee—

(i) who leaves his employment without having given and served the period of notice prescribed in clause 11, 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.

(6) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (3), and whose employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to him as 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 11, 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 7 or owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b);

(iii) on the instructions or at the request of his employer; amounting in the aggregate in any year to not more than 10 weeks; and

(c) any period during which an employee is absent undergoing military training or performing military service in terms of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service;

and employment shall be deemed to commence—

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

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

(i) siekteverlof wat ingevolge klousule 7 toegestaan is of met afwesigheid van werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b) en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke;

(ii) enige tydperk waarin die werknemer—

(aa) kennisgewing van diensbeëindiging ingevolge klousule 11 uitdien;

(ab) militêre opleiding of diens kragtens die Verdedigingswet, 1957, ondergaan, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem;

(c) as Nuwejaarsdag, Goeie 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 werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;

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

(3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgever toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens 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 tot minstens na verstryking van die verloftydperk bewaar.

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

(4) Die besoldiging ten opsigte van die verlof voorgeskryf by 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 diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van so 'n termyn opgehoop het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens—

(a) in die geval van 'n werknemer in subklousule (1) (a) bedoel, een vierde van die weekloon; en

(b) in die geval van 'n werknemer in subklousule (1) (b) bedoel, een sesde van die weekloon;

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever ten opsigte van al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is, 'n eweredige bedrag kan aftrek; voorts met dien verstande dat, behoudens klousule 11 (4), 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 11 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) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof verleen is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom verleen was.

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

(a) enige tydperk ten opsigte waarvan 'n werkgever 'n werknemer ingevolge klousule 11 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 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b);

(iii) op las of versoek van sy werkgever;

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

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

en word diens geag te begin—

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

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

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

7. SICK LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—

(a) in the case of an employee who normally works a five-day week, not less than 20 work days'; and

(b) in the case of every other employee, not less than 24 work days';

sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage 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, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work day in respect of each completed month of employment;

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

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

(a) for a period covering more than three consecutive work days; or

(b) on the work day immediately preceding or the work day immediately succeeding a Sunday or New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day;

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 not more than eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

(3) Where, during the first cycle of 24 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, he shall be entitled to be paid in respect of only such 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 6;

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

(ac) 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 or performing military service in terms of the Defence Act, 1957:

Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service, and any period of employment which an employee has had with the same employer immediately before the date on which this Determination became binding 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.

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

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

7. SIEKTEVERLOF

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

(a) in die geval van 'n werknemer wat normaalweg vyf dae per week werk, altesaam minstens 20 werkdae; en

(b) in die geval van enige ander werknemer, altesaam minstens 24 werkdae;

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

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

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

(a) vir langer as drie agtereenvolgende werkdae; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag;

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

(3) Wanneer 'n werknemer gedurende die eerste tydkring 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 tydkring of by diensbeëindiging voor sodanige verstryking hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hy 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 te omvat—

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

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgever;

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

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

en word enige tydperk van diens by dieselfde werkgever onmiddellik voordat hierdie Vasstelling bindend geword het, by die toepassing van hierdie klousule 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 siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

(5) Subclauses (1) to (4), inclusive, shall not apply—

(a) to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for 20 or 24 work days, as the case may be, 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 subclause (1);

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

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) Subject to the provisions of clauses 4 (6) and 6 (2), an employer shall pay an employee, other than a casual employee, who does not work on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, for the week in which such day falls not less than his weekly wage.

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day his employer shall, save as provided in clause 4 (6), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage for each hour or part of an hour worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day he shall be deemed to have worked for four hours.

(3) Whenever New Year's Day, Republic Day, the Day of the Covenant or Christmas Day falls on a Sunday and the employee works on the Monday following such Sunday, his employer shall, save as provided in clause 4 (6), pay him for the week in which such Monday falls not less than his weekly wage, plus his hourly wage for each hour or part of an hour worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day he shall be deemed to have worked for four hours.

(4) Whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee—

(i) if he so works for a period not exceeding four hours, not less than his daily wage;

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

(b) pay him at a rate not less than one and one third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.

(5) The provisions of subclauses (2) and (3) shall not apply to a funeral assistant who is required by his employer to hold himself available on a Monday, Sunday or any of the public holidays mentioned in subclause (2) for the sole purpose of effecting or assisting in the removal of corpses: Provided that—

(i) his employer pays him for the week in which such Monday, Sunday or public holiday falls not less than his weekly wage plus his daily wage in respect of each such day falling within that week, and

(ii) if such employee is required to effect or assist in the removal of a corpse on any such day wholly or mainly outside what would be his daily hours of work if such Monday, Sunday or public holiday were an ordinary work day, his employer shall pay him the relevant allowance as prescribed in clause 3 (6) for each such removal.

(6) The provisions of subclauses (2) to (5), inclusive, shall not apply to—

(a) an employee who is excluded from the provisions governing hours of work in terms of clause 5 (9) (a);

(b) a casual employee or a watchman.

9. PROHIBITION OF EMPLOYMENT

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

10. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is obliged to provide for his employee; and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash or wash and iron any such uniform, overall or protective clothing, in which event the employer shall pay such employee an allowance of not less than 60c every week.

(5) Subklousules (1) tot en met (4) is nie van toepassing nie—

(a) op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdag, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande wat die werknemer bydraes betaal, verlaag kan word maar tot minstens die aanwas-koers in die eerste voorbehoudsbepaling van subklousule (1) vermeld;

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

8. OPENBARE VAKANSIEDAE EN SONDAG

(1) Behoudens klousules 4 (6) en 6 (2), moet 'n werkgewer aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgewer hom, behoudens klousule 4 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat, waar daar van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag word dat hy vier uur gewerk het.

(3) Wanneer Nuwejaarsdag, Republiekdag, Geloftedag of Kersdag op 'n Sondag val en die werknemer werk op die Maandag wat op sodanige Sondag volg, moet sy werkgewer hom, behoudens klousule 4 (6) vir die week waarin so 'n Maandag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat waar daar van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag word dat hy vier uur gewerk het.

(4) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer of—

(a) die werknemer—

(i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen minstens dubbel sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon betaal, en wel die bedrag wat die grootste is, of

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

(5) Subklousules (2) en (3) is nie van toepassing nie op 'n begrafnisassistent van wie sy werkgewer vereis dat hy hom op 'n Maandag, Sondag of enige van die openbare vakansiedae in subklousule (2) genoem beskikbaar moet hou vir die uitsluitlike doel om lyke te verwyder of te help om lyke te verwyder: Met dien verstande dat—

(i) sy werkgewer hom vir die week waarin sodanige Maandag, Sondag of openbare vakansiedag val, minstens sy weekloon betaal plus sy dagloon ten opsigte van elke sodanige dag wat binne daardie week val; en

(ii) indien van so 'n werknemer vereis word om 'n lyk te verwyder of te help om 'n lyk te verwyder op enige sodanige dag geheel of hoofsaaklik buite wat sy daaglikse werkure sou wees indien so 'n Maandag, Sondag of openbare vakansiedag 'n gewone werkdag was, sy werkgewer hom die betrokke toelae moet betaal wat in klousule 3 (6) vir elke sodanige verwydering voorgeskryf is.

(6) Subklousules (2) tot en met (5) is nie van toepassing nie—

(a) op 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkbepalings uitgesluit is;

(b) op 'n los werknemer of 'n wag.

9. VERBOD OP INDIENSNEMING

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

10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander 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 en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende klere te was of te was en te stryk en in so 'n geval moet die werkgewer so 'n werknemer 'n toelae van minstens 60c per week betaal.

(2) (a) An employer who requires his employee to wear a suit in the performance of his duties shall either—

(i) provide such suit free of charge, in which case it shall remain the property of the employer; or

(ii) pay his employee, in addition to any other remuneration due to the employee, an allowance of not less than R3 per week, in which case such employee shall at his own expense provide his own suit, which will remain his property.

(b) An employer shall maintain in good and clean condition, free of charge, any suit which he requires his employee to wear, irrespective of whether the suit is his property or that of the employee.

11. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual 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, not less than the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of one week's notice, not less than 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 his 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 longer than that prescribed in this clause;

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

(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 that—

(i) 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 6 or any period of military training or service which an employee is undergoing in terms of the Defence Act, 1957;

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b), amounting in the aggregate, in any year, to not more than 10 weeks.

(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: Provided that when an employer has so appropriated to himself an amount in lieu of notice, the employee shall for the purposes of clause 6 (5) be deemed to have paid the employer in lieu of notice.

12. CERTIFICATE OF SERVICE

Except where the contract of employment of an employee is terminated on the ground of desertion or where the employee is a casual employee, the employer shall upon termination of any contract of employment furnish the employee with a certificate of service essentially in the following form and showing the full names of the employer and of the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the wage of the employee on the date of such termination:

CERTIFICATE OF SERVICE

I/We(*)
carrying on trade in the Funeral Undertaking at
hereby certify that
was employed by me/us(*) from the day
of 19..... to the day
of 19..... as (†)
At the termination of employment his/her(*) wage was
..... rand cents per week/month(*).

(Signature of employer or
authorised representative)

Date

(*) Delete whichever is inapplicable.

(†) State class in which employee was wholly or mainly engaged, e.g. clerk, funeral assistant, labourer.

(2) (a) 'n Werkgewer wat van sy werknemer vereis om 'n pak te dra in die uitvoering van sy pligte moet—

(i) of sodanige pak kosteloos verskaf, en in so 'n geval bly dit die eiendom van die werkgewer; of

(ii) sy werknemer, bo en behalwe enige ander besoldiging aan die werknemer verskuldig, 'n toelae van minstens R3 per week betaal, en in so 'n geval moet sodanige werknemer sy eie pak op eie koste verskaf en bly dit sy eiendom.

(b) 'n Werkgewer moet enige pak wat hy van sy werknemer vereis om te dra kosteloos in 'n goeie en sindelike toestand hou, ongeag die feit of die pak sy eiendom of die van sy werknemer is.

11. BEÏNDIGING VAN DIËNSKONTRAK

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los 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 werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, te betaal—

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

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

Met dien verstande dat—

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

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

(3) Die kennisgewing by subklousule (1) voorgeskrif, 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 6 of enige tydperk van militêre opleiding of diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(ii) daar nie kennis gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b), en wel tot 'n totaal, in enige jaar van hoogstens 10 weke.

(4) Ondanks andersluidende bepalings in hierdie Vasstelling mag 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgewer 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: Met dien verstande dat wanneer 'n werkgewer 'n bedrag aldus aan homself toeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (5) geag word dat die werknemer die werkgewer betaal het in plaas van kennis te gee.

12. DIËNSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgewer sy beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik in die volgende vorm is en waarin die volle name van die werkgewer en die werknemer, die klas van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die loon van die werknemer op die datum van sodanige beëindiging vermeld word:

DIËNSSERTIFIKAAT

Ek/Ons(*)
wat die bedryf van Begrafnisonderneming beoefen te
verklaar hierby dat
in my/ons(*) diens was van die dag
van 19..... tot die dag
van 19..... as (†)
By diensbeëindiging was sy/haar(*) loon R
..... per week/maand(*)

(Handtekening van werkgewer of
gemagtigde verteenwoordiger)

Datum

(*) Skrap wat nie van toepassing is nie.

(†) Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, begrafnissistent, arbeider.

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 325 published under Government Notice R. 688 of 28 April 1971, as amended by Government Notice R. 559 of 2 April 1976.)

No. R. 893 2 May 1980
FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

FUNERAL UNDERTAKING, CERTAIN AREAS

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Wage Determination for the Funeral Undertaking, Certain Areas, published under Government Notice R. 892 of 2 May 1980, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA, Minister of Manpower Utilisation.

(*Kennisgwing.*—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 325, gepubliseer by Goewermentskennisgewing R. 688 van 28 April 1971, soos gewysig by Goewermentskennisgewing R. 559 van 2 April 1976.)

No. R. 893 2 Mei 1980
WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

BEGRAFNISONDERNEMING, SEKERE GEBIEDE

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalinge van die Loonvasstelling vir die Begrafnisonderneming, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R. 892 van 2 Mei 1980, oor die algemeen vir die werknemers wie se werkeure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalinge van genoemde Wet.

S. P. BOTHA, Minister van Mannekragbenutting.

AGROANIMALIA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958–1968 and deals with Animal Production and Technology, Livestock Management and Ecology, Physiology, Genetics and Breeding, Dairy Science and Nutrition. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at R1,50 per copy or R6 per annum, post free (Other countries R1,75 per copy or R7 per annum).

Sales tax must accompany all inland orders.

AGROANIMALIA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958–1968 en bevat artikels oor Diereproduksie en -tegnologie, Dierevoorsorging en -ekologie, Fisiologie, Genetika en Teelt, Suivelkunde en Voeding. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen R1,50 per eksemplaar of R6 per jaar, posvry (Buitelands R1,75 per eksemplaar of R7 per jaar).

Verkoopbelasting moet by alle binnelandse bestellings ingesluit word.

MEMOIRS OF THE BOTANICAL SURVEY OF SOUTH AFRICA

The memoirs are individual treatises usually of an ecological nature, but sometimes taxonomic or concerned with economic botany. Thirty-nine numbers have been published, some of which are out of print.

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

Sales tax must accompany inland orders.

MEMOIRS VAN DIE BOTANIESE OPNAME VAN SUID-AFRIKA

Die memoirs is individuele verhandelings, gewoonlik ekologies van aard, maar soms handel dit oor taksonomiese of ekonomiese-plantkundige onderwerpe. Nege-en-dertig nommers is reeds gepubliseer waarvan sommige uit druk is.

Verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Privaatsak X144, Pretoria.

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

THE ONDERSTEPSPOORT JOURNAL OF VETERINARY RESEARCH

The Onderstepoort Journal of Veterinary Research is printed by the Government Printer, Pretoria, and is obtainable from the Director, Division of Agricultural Information, Department of Agricultural Technical Services, Private Bag X144, Pretoria, 0001, to whom all communications should be addressed.

This publication is a continuation of the Reports of the Government Veterinary Bacteriologist of the Transvaal which date back to 1903 and of which 18 have appeared up to 1932. These were followed by 40 volumes of the Onderstepoort Journal. At present each volume comprises four numbers which are obtainable at R2, other countries R2,50 per number from the above address.

Directors of laboratories etc. desiring to exchange publications are invited to communicate with the Director, Veterinary Research Institute, P.O. Onderstepoort, 0110, Republic of South Africa.

Sales tax must accompany inland orders.

THE ONDERSTEPSPOORT JOURNAL OF VETERINARY RESEARCH

Die "Onderstepoort Journal of Veterinary Research" word deur die Staatsdrukker, Pretoria, gedruk en is verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Departement van Landbou-egniese Dienste, Privaatsak X144, Pretoria, 0001, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Hierdie publikasie is 'n voortsetting van die "Reports of the Government Veterinary Bacteriologist of the Transvaal" wat terugdateer tot 1903 en waarvan 18 verskyn het tot 1932. Dit is gevolg deur 40 volumes van die "Onderstepoort Journal". Tans bestaan elke volume uit vier nommers wat teen R2 binnelands en R2,50 buitelands per nommer van bogenoemde adres verkrygbaar is.

Direkteure van laboratoriums ens. wat begerig is om publikasies om te ruil moet in verbinding tree met die Direkteur, Navorsings-instituut vir Veeartsenykunde, Pk. Onderstepoort, 0110, Republiek van Suid-Afrika.

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

Technical Dictionaries

Compiled by the TERMINOLOGY BUREAU, Department of National Education and obtainable from the GOVERNMENT PRINTER, Pretoria and Cape Town. Add 4% Sales Tax on all inland prices.

Saamgestel deur die VAKTAALBURO, Departement van Nasionale Opvoeding en verkrygbaar by die STAATSDRUKKER, Pretoria en Kaapstad. Voeg 4% Koopbelasting by alle binnelandse pryse.

- **Basketball, Korfbal, Netball (1975).**—Compiled in collaboration with the Co-ordinating Terminology Committee for Sport. 43 pp; soft cover; 3 000 terms: Eng.—Afr., Afr.—Eng. Price R1,90, abroad R2,40, post free.
- **Basketbal, Korfbal, Netbal (1975).**—Saamgestel met medewerking van die Koördinerende Vaktaalraad vir Sport. 43 pp; sagte band; 3 000 terme: Eng.—Afr., Afr.—Eng. Prys R1,90, buitelands R2,40, posvry.
- **Hairdressing Terms (1971).**—Compiled by the Education Terminology Committee. 309 pp; soft cover; 9 600 terms: Eng.—Afr., Afr.—Eng. Contents: Beauty culture, Cosmetology, Dermatology, Hairdressing laboratory work, Manicuring, Physiology and hygiene, Salon science, Trichology. Price R2,80, abroad R3,50, post free.
- **Haarkappersterme (1971).**—Saamgestel deur die Vaktaalkomitee vir die Onderwys se Subkomitee vir Haarkappersterme. 309 pp; sagte band; 9 600 terme: Eng.—Afr., Afr.—Eng. Inhoud: Dermatologie, Fisiologie en Higiëne, Haarkaplaboratoriumwerk, Haarkunde, Kosmetologie, Manikuring, Salonwetenskap, Skoonheidskunde. Prys R2,80, buitelands R3,50, posvry.
- **Home Economics Dictionary (third, revised edition 1975).**—Compiled by the Editorial Committee (Home Economics). 398 pp; hard cover; 31 000 terms: Eng.—Afr., Afr.—Eng. Contents: Freezing, Cookery, Menus, Dietetics, Housewifery, Household appliances, Furniture, Cosmetics, Home nursing. Price R5,50, abroad R6,90, post free.
- **Huishoudkundeterme (derde, hersiene uitgawe 1975).**—Saamgestel deur die Redaksiekomitee (Huishoudkunde). 398 pp; harde band; 31 000 terme: Eng.—Afr., Afr.—Eng. Inhoud: Bevriesing, Dieetkunde, Kookkuns, Spyskaarte, Huishoukuns, Huistoestelle, Meubels en meubelgeskiedenis, Skoonheidsmiddels, Tuisverpleging. Prys R5,50, buitelands R6,90, posvry.

Other

- **Physical Education Terminology (1968).**—Issued by the Department of National Education. 340 pp; hard cover; Eng.—Afr., Afr.—Eng. Explanatory and illustrated with drawings. Contents: Gymnastics, Dance and rhythmic movement, Imitative exercises, Gymnastic games. Price R2,40, post free.
- **Terminologie vir Liggaamlike opvoeding (1968).**—Uitgegee deur die Departement van Nasionale Opvoeding. 340 pp; harde band; Eng.—Afr., Afr.—Eng. Verklarend en toegelig met tekening. Inhoud: Gimnastiek, Dans en ritmiese beweging, Nabootsoefeninge, Gimnastiekspelle. Prys R2,40, posvry.

Vakwoordeboeke

Ander

CONTENTS

No.		Page No.	Gazette No.
	Manpower Utilisation, Department of		
	<i>Government Notices</i>		
R. 892	Wage Act (5/1957): Wage Determination 391: Funeral Undertaking, Certain Areas	1	6973
R. 893	Factories, Machinery and Building Work Act (22/1941): Wage, Determination 391: Funeral Undertaking, Certain Areas.....	13	6973

INHOUD

No.		Bladsy No.	Staats- koerant No.
	Mannekragbenutting, Departement van		
	<i>Goewermentskennisgewings</i>		
R. 892	Loonwet (5/1957): Loonvasstelling 391: Begrafnisonderneming, Sekere Gebiede.....	1	6973
R. 893	Wet op Fabriek, Masjinerie en Bouwerk (22/1941): Loonvasstelling 391: Begrafnis-onderneming, Sekere Gebiede	13	6973

